



Prosper is a place where everyone matters.

AGENDA
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, January 13, 2015
6:00 p.m.

1. Call to Order/Roll Call.
2. Invocation, Pledge of Allegiance and Pledge to the Texas Flag.
3. Announcements of upcoming events.
4. Presentations.
 - Recognition of the Prosper Christmas Festival Committee and volunteers. **(HW)**
 - Presentation of a Blue Star Flag to the family of a Prosper service member currently deployed by the U.S. Armed Forces. **(RB)**
5. **CONSENT AGENDA:**

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

 - 5a. Consider and act upon minutes from the following Town Council meetings. **(RB)**
 - Regular Meeting – December 9, 2014
 - 5b. Receive the November 2014 financial report. **(KA)**
 - 5c. Consider and act upon approving an Interlocal Agreement between the City of Frisco and the Town of Prosper relating to the use of the Frisco and Prosper radio communications system; and authorizing the Town Manager to execute same. **(SB)**
 - 5d. Consider and act upon a resolution expressing official intent to reimburse costs of Town capital improvement program projects that may be funded with proceeds of bonds or other obligations, if those costs are paid prior to the issuance of such bonds or other obligations. **(KA)**
 - 5e. Consider and act upon approving the purchase and installation of a radio system upgrade through various suppliers; a Communications Products Agreement with Motorola Solutions, Inc.; and authorizing the Town Manager to execute same. **(SB)**
 - 5f. Consider and act upon authorizing the Town Manager to execute a Software Maintenance and Hosting Agreement between CRW Systems, Inc., and the

Town of Prosper, Texas, related to continued hosting, maintenance, and support services for TRAKiT Land Management software. **(HW)**

- 5g. Consider and act upon authorizing the Town Manager to execute an Annexation Agreement between G&R STX Investments, LLC, and the Town of Prosper, Texas. **(AG)**
- 5h. Consider and act upon authorizing the Town Manager to execute an Annexation Agreement between RH-TWO, LP, and the Town of Prosper, Texas. **(AG)**
- 5i. Consider and act upon an ordinance for a Specific Use Permit (SUP) for a Private or Parochial School, on 7.1± acres, located on the southwest corner of First Street and Coit Road. The property is zoned Planned Development-6 (PD-6). (S14-0005). **(JW)**
- 5j. Consider and act upon a resolution denying a request for a Specific Use Permit (SUP) for a Commercial Antenna, on 5.4± acres, located on the east side of Prosper Commons Boulevard, 300± feet south of Richland Boulevard, and authorizing the Mayor to execute same. **(JW)**
- 5k. 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)**

6. CITIZEN COMMENTS:

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

Other Comments by the Public -

REGULAR AGENDA:

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

PUBLIC HEARINGS:

- 7. Conduct a Public Hearing, and consider and act upon a request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5). (Z14-0016). **(JW)**

8. Conduct a Public Hearing, and consider and act upon a request to rezone 56.5± acres, located on the west side of Teel Parkway, 300± feet south of Fishtrap Road, to amend Planned Development-40 (PD-40), Exhibit C, Section 3., c., c. (Townhouse Uses), and d. (Residential Development Standards). (Z14-0017). **(JW)**

DEPARTMENT ITEMS:

9. Consider and act upon an ordinance amending Chapters 5, 6, and 7 of the Town of Prosper Personnel Policies and Procedures Manual relative to maximum vacation accrual, on-call pay, and employee conduct. **(HJ)**
10. Consider and act upon an ordinance amending the FY 2013-2014 and FY 2014-2015 budgets. **(KA)**
11. Consider and act upon approval of the FY 2014-2015 Vehicle and Equipment Replacement Fund list. **(KA)**
12. Consider and act upon approving the purchase of roof repair services for the Central Fire Station from D&G Quality Roofing, Inc., through The Interlocal Purchasing System (TIPS/TAPS). **(SB)**
13. Discussion on implementing the Stormwater Management Program requirement to meet conditions of the TCEQ General Permit to discharge under the Texas Pollutant Discharge Elimination System. **(DH)**
14. Consider and act upon authorizing the Town Manager to execute a Development Agreement between M/I Homes of DFW, LLC, and the Town of Prosper, Texas, related to the extension of water lines to serve the Preserve at Doe Creek development. **(HW)**

15. **EXECUTIVE SESSION:**

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

- 15a. Section 551.087 – To discuss and consider economic development incentives.*
- 15b. Section 551.072 – To discuss and consider purchase, exchange, lease or value of real property for municipal purposes and all matters incident and related thereto.*
- 15c. Section 551.071 - Consultation with the Town Attorney regarding Specific Use Permits and permitted land uses for commercial zoning districts, and consideration of temporary certificates of occupancy and agreements regarding same.*
- 15d. Section 551.074 – To discuss and review the Town Manager’s performance evaluation.*

16. Reconvene in Regular Session and take any action necessary as a result of the Closed Session.
17. Possibly direct Town staff to schedule topic(s) for discussion at a future meeting.
 - Priority List of Shovel Ready Projects. **(HW)**
 - Radar Speed Limit Policy. **(MR)**
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 January 9, 2015, 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.

<p>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.</p>



Prosper is a place where everyone matters.

MINUTES
Regular Meeting of the
Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, December 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 Curry Vogelsang, Jr.
Councilmember Michael Korbuly
Councilmember Mike Davis
Councilmember Jason Dixon (arrived at 6:41 p.m.)

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary
Terrence Welch, Town Attorney
Hulon T. Webb, Jr., Executive Director of Development and Community Services
John Webb, Director of Development Services
Alex Glushko, Senior Planner
Matt Richardson, Senior Engineer
Will Mitchell, Parks & Recreation Manager
Paul Naughton, Landscape Architect
Kent Austin, Finance Director
January Cook, Purchasing Agent
Doug Kowalski, Police Chief
Ronnie Tucker, Fire Chief

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

Bishop Lynn Woodrum of the Church of Jesus Christ of Latter-Day Saints led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

3. Announcements of upcoming events.

Councilmember Davis made the following announcements:

Safe drivers in Prosper may be rewarded with holiday spending money as the Police Department rolls out this year's Gift Cards for Safe Drivers program. Police officers who observe safe driving practices, especially within school zones and around campuses, will approach selected drivers while the vehicle is stopped, and present the driver with a gift card, good at any retailer that accepts credit cards. The cards carry a cash value of \$10. The program will run from Monday, December 15th to Friday, December 19th.

Prosper residents are invited to join the 100-Mile Centennial Challenge, sponsored by the Parks & Recreation Department. The challenge takes place from now until April 1, 2015. Everyone who signs up and completes 100 miles of walking, jogging, running, biking, or other physical activity will receive a limited edition Centennial T-shirt.

Cornerstone NCT is hosting "Cornerstone Christmas" at Prosper High School on Sunday, December 14, from noon - 4pm to benefit the families they serve throughout the year. Donations of food and toys are being accepted, and volunteers are welcome. More information is available at cornerstonenct.org

The December 23rd Town Council meeting has been canceled due to the Christmas holiday. The next regular meeting of the Prosper Town Council will be on Tuesday, January 13, 2015. The Prosper Town Council wishes everyone a wonderful holiday season and a happy new year.

4. Presentations.

- **Presentation of a Blue Star Flag to the family of a Prosper service member currently deployed by the U.S. Armed Forces. (RB)**

Mayor Smith and Joey Womble of the Prosper Rotary Club presented a Blue Star Flag to Joe and Beverly Babis on behalf of their daughter, Airman First Class Erin R. Babis of the United States Air Force.

- **Presentation to members of the Town of Prosper Parks and Recreation Department for receiving the "Excellence in Maintenance Award" from the Texas Recreation and Parks Society north region for creative approaches to problem solving and innovative means and methods of maintaining parks and recreation facilities. (WM)**

Parks and Recreation Manager Will Mitchell, Parks Superintendent Matt Furr, Parks Operations Supervisor Casey Knapp, and Chemical Technician David Gamblin received the award on behalf of the Parks & Recreation staff.

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)**

- **Regular Meeting – November 11, 2014**
- **Joint Town Council/Planning & Zoning Commission Work Session – December 2, 2014**

- 5b. Receive the October 2014 financial report. (KA)**

- 5c. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement for the purchase of land on the south side of East**

Prosper Trail adjacent to Wilson Creek between the Town of Prosper and Collin County. (PN)

- 5d. Consider and act upon Ordinance No. 14-74 altering Section 12.09.003 "Speed Limits on Specific Streets" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances to alter the prima facie speed limit on State Highway 289 within the Town. (MR)
- 5e. Consider and act upon Ordinance No. 14-75 altering Section 12.09.004 "Reduced Speed School Zones" of Chapter 12 "Traffic and Vehicles" of the Town's Code of Ordinances to alter the hours of operation for school zones at Rogers Middle School. (MR)
- 5f. Consider and act upon approving the purchase of one VAC-TRON 500 gallon Vacuum/Jetter for the Public Works Department, from Vermeer Texas – Louisiana, through the Texas Local Government Purchasing Cooperative. (FJ)
- 5g. Consider and act upon approving an Equipment Lease Agreement and Service Agreement for copiers, and a Managed Print Service Agreement for printers, between ImageNet Consulting, LLC, and the Town of Prosper, Texas, through a Texas Department of Information Resources (DIR) contract; and authorizing the Town Manager to execute same. (JC)
- 5h. 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)

Deputy Mayor Pro-Tem Dugger made a motion and Councilmember Korbuly 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 -

Jack Dixon, 810 Long Valley Court, Prosper, expressed his appreciation for the Blue Star Flag program. He would like to see the Council consider a plan for a Town Center in addition to the parks programs that are being considered at this meeting.

REGULAR AGENDA:

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Those wishing to speak on a non-public hearing related item will be recognized on a case-by-case basis, at the discretion of the Mayor and Town Council.)

PUBLIC HEARINGS:

- 7. Conduct a Public Hearing, and consider and act upon a request for a Specific Use Permit (SUP) for a Private or Parochial School, on 7.1± acres, located on the southwest corner of First Street and Coit Road. The property is zoned Planned Development-6 (PD-6). (S14-0005). (JW)**

Development Services Director John Webb presented this item before the Town Council. The SUP request would include a church, day care, and private or parochial school which would be constructed in multiple phases. Mr. Webb reviewed the criteria to be considered in determining the validity of a SUP request, and provided staff responses to each of them. The Planning & Zoning Commission recommended approval of the request, and Town staff recommends approval as well.

Mayor Smith opened the Public Hearing.

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

Mayor Pro-Tem Miller made a motion and Deputy Mayor Pro-Tem Dugger seconded the motion to approve a request for a Specific Use Permit (SUP) for a Private or Parochial School, on 7.1± acres, located on the southwest corner of First Street and Coit Road. The motion was approved by a vote of 6-0.

- 8. Conduct a Public Hearing, and consider and act upon a request for a Specific Use Permit (SUP) for a Commercial Antenna, on 5.4± acres, located on the east side of Prosper Commons Boulevard, 300± feet south of Richland Boulevard. The property is zoned Commercial (C). (S14-0004). (JW)**

Development Services Director John Webb presented this item before the Town Council. The request is for a 100-foot tall commercial antenna. Mr. Webb reviewed the criteria to be considered in determining the validity of a SUP request, and provided staff responses to each of them. The Planning & Zoning Commission recommended denial of the request, and Town staff recommends denial as well.

Mayor Smith opened the Public Hearing.

Councilmember Dixon took his place at the Council bench during the presentation.

Peter Cavanaugh, representing Verizon, addressed the Council and provided photographs of the proposed site and schematic drawings of the tower. Mr. Cavanaugh believes the proposed site is an appropriate location that is compatible with the surrounding area. The proposed tower would improve service in the Prosper area, and the applicant has designed the tower to maximize safety. Prosper ISD has denied Verizon's request to place an antenna on school property, which has limited the applicant's selection of appropriate sites. Mr. Cavanaugh answered additional questions from the Town Council regarding the number of potential carriers on the tower, and the appearance of the tower.

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

After discussion, Councilmember Vogelsang made a motion to deny a request for a Specific Use Permit (SUP) for a Commercial Antenna, on 5.4± acres, located on the east side of Prosper Commons Boulevard, 300± feet south of Richland Boulevard. Upon advice from the Town Attorney, Councilmember Vogelsang further moved that Town staff prepare a resolution denying the application, providing in that resolution factual findings in support of the denial, based upon a review of the record, including the application, the correspondence and documentation submitted by the applicant, and any response by the Town, the Public Hearing before the Planning & Zoning Commission, tonight's Public Hearing, and all other related documentation and information. Deputy Mayor Pro-Tem Dugger seconded the motion. The motion was approved by a vote of 5-2, with Councilmembers Korbuly and Davis casting the opposing votes.

DEPARTMENT ITEMS:

9. Consider and act upon an amendment to the Capital Improvement Plan (CIP). (HW)

Hulon Webb, Executive Director of Development and Community Services, presented this item before the Town Council. The proposed amendment to the CIP includes an irrigation system for the grass areas of the median on SH 289, which was recently approved by the Texas Department of Transportation (TxDOT). The additional irrigation will cost \$68,000, and will be funded from the Thoroughfare Impact Fee Fund. Town staff responded to questions about the type of irrigation that will be used, and was also directed to look into the various options for mounting illuminated street name signs on the traffic signal poles.

After discussion, Deputy Mayor Pro-Tem Dugger made a motion and Councilmember Dixon seconded the motion to approve an amendment to the Capital Improvement Plan (CIP), in the additional amount of \$68,000 for the SH 289 Median Landscaping project. The motion was approved by a vote of 7-0.

10. Consider and act upon an ordinance amending the FY 2013-2014 and FY 2014-2015 budgets. (KA)

Finance Director Kent Austin presented this item before the Town Council. The budget amendment is comprised of four components. It will roll forward open purchase orders from the 2013-2014 fiscal year, amend final department balances for the 2013-2014 fiscal year, amend the special revenue fund making a correction to the 2014-2015 fiscal year budget, and amend the Thoroughfare Impact Fee Fund budget to fund \$68,000 for the CIP amendment for the SH 289 Median Landscaping project. Mr. Austin answered questions from the Town Council on the process for rolling forward purchase orders, and what can be done to improve the process in the future. Town Manager Harlan Jefferson explained that the Town had not used a purchase order process prior to the 2013-2014 fiscal year, and Town staff is continually making improvements to the process to reduce the number of purchase orders that must be carried over into the following fiscal year. The Town Council requested an itemized breakdown of the outstanding purchase orders, specifically related to parks projects.

Mayor Smith recognized the following individual who requested to speak:

Irwin "Cap" Parry, 850 Kingsview Drive, Prosper, expressed his concern regarding need for the budget amendment, and encouraged the Council and staff to carefully monitor the budget process.

After discussion, Councilmember Vogelsang made a motion and Councilmember Dixon seconded the motion to table this item to the January 13, 2015, Town Council meeting. The motion was approved by a vote of 7-0.

11. Consider and act upon a request for an alternative type of screening of open storage for Railroad Prosper, Blocks 29 & 30, Lots 1 & 2 (CoServ), on 3.6± acres, located on the northwest corner of First Street and McKinley Street. The property is zoned Downtown Commercial (DTC). (D14-0067). (AG)

Senior Planner Alex Glushko presented this item before the Town Council. The request is to allow for an alternative type of screening for open storage, due to an existing drainage easement along the north and west sides of the property. The Planning & Zoning Commission recommended approval of the request subject to Town Council approval of an alternative type of open storage screening, and Town staff approval of the landscape, irrigation, and screening plans. The Town Council was concerned that the presentation did not include conceptual drawings or architectural renderings of the proposal, including proposed building materials and landscaping, and requested that more detailed plans be included in the future for variance requests.

Roger Wheeler, an engineer representing the applicant, responded to questions from the Town Council on the design of the screening wall, and further explained the reason for the request due to the landscaping limitations presented by the drainage easement.

After discussion, Councilmember Dixon made a motion and Councilmember Vogelsang seconded the motion to table the item indefinitely to allow the applicant to address the Town Council's concerns. The motion was approved by a vote of 7-0.

12. Update on the Parks, Recreation and Open Space Master Plan. (WM)

Parks & Recreation Manager Will Mitchell introduced Philip Neeley with Dunaway Associates, who presented an update on the Parks, Recreation, and Open Space Master Plan. Mr. Neeley reviewed the first two phases of the master planning process which included preparing base maps and an inventory of the Town's park system, demographic and standards analysis, and a needs assessment. Dunaway has received feedback from the Parks, Recreation and Open Space Master Plan Advisory Committee, and a Town Hall meeting was held in May of 2014 to get public input. Phase 2 consists of the priority tanking analysis, a parks action plan, an expenditure analysis, and then a preliminary and final master plan. Mr. Neeley reviewed the results of the online survey of Town of Prosper residents that was conducted in July of 2014 regarding needed facilities and amenities, and potential funding options. Elizabeth McIlrath of Dunaway Associates continued the presentation by reviewing in more detail the top fifteen high-priority rankings that were identified in the survey. The Town Council encouraged the master plan to include a realistic timeline for implementation, and to identify potential funding sources utilizing public/private partnerships and other strategies to fund park improvements. The master plan will include a five-to-ten-year implementation plan, cost information, and amendments to park development standards. The action plan should be complete

within six to eight weeks, with the final master plan to follow at a later date. No action was taken on this item.

13. Discussion on the Frontier Park North and Sexton Park Conceptual Master Plans. (PN)

Landscape Architect Paul Naughton introduced Elizabeth McIlrath of Dunaway Associates, who presented this item before the Town Council. Dunaway has worked with staff, gathered data, and completed an on-site assessment of Frontier Park North and Sexton Park. Ms. McIlrath reviewed the existing conditions of Frontier Park, and proposed initial ideas for program and facility improvements for the site. She then identified opportunities and constraints for each site based on topography, utilities, drainage, vegetation, and open space. The Town Council questioned the need for additional picnic areas at Frontier Park, and proposed a partnership with Prosper ISD to provide additional permanent parking. The Town Council would also like to incorporate basketball courts and artificial turf at Frontier Park.

Ms. McIlrath continued the presentation on Sexton Park, which is largely undeveloped. She reviewed the existing conditions of Sexton Park, and proposed initial ideas for program and facility improvements for the site. She then identified opportunities and constraints for each site based on topography, utilities, drainage, vegetation, and open space. The Council prefers baseball and softball fields for youth, not adults, at this particular site. While Sexton Park may not be the ideal site for a nature park, it has good passive recreation opportunities. The Council asked Dunaway to look at program elements at all of the Town's existing parks, as well as Frontier Park and Sexton Park to expedite the development of more sports fields. Mr. Neeley stated that they are looking at program elements for all of the Town's parks in the action plan that will be presented to the Town Council at a later date. No action was taken on this item.

14. Update on Fire Department activities for 2015. (RT)

Fire Chief Ronnie Tucker presented this item before the Town Council. He briefed the Council on the timeline and estimated cost for implementing an upgraded radio system, constructing the second fire station, and hiring personnel to staff that station. No action was taken on this item.

15. EXECUTIVE SESSION:

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

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

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

15c. Section 551.071 – To discuss possible litigation regarding claims related to landscaping and irrigation projects, and all matters incident and related thereto.

15d. Section 551.071 - Consultation with Town Attorney regarding legal issues associated with proposed extraterritorial jurisdiction release, and all matters incident and related thereto.

15e. Section 551.071 - Consultation with the Town Attorney regarding legal issues associated with Chapter 551, Texas Government Code, and all matters incident and related thereto.

15f. Section 551.071 - Consultation with the Town Attorney regarding possible litigation with the Texas Public Utility Commission, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 9:15 p.m.

Mayor Smith left the Executive Session at 9:51 p.m.

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

The Town Council reconvened the Regular Session at 10:15 p.m. No action was taken as a result of Executive Session.

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

- **Discuss utility billing proration. (KA)**

Finance Director Kent Austin briefed the Council on a proposal to prorate utility bills for residents who start or end utility service mid-month.

- **Outline of Residential Design Standards. (JW)**

Development Services Director John Webb presented a list of proposed priorities for revising the current development standards. Councilmember Dixon proposed prohibiting siding on corner lot houses to the list of amendments.

- **Discussion on Cockrell Park Improvements. (PN)**

Landscape Architect Paul Naughton reviewed an itemized construction cost estimate for various improvement options for Cockrell Park. Town staff will present additional recommendations for improvements to existing parks at a Town Council meeting in January 2015.

Deputy Mayor Pro-Tem Dugger requested that the Police Department offer traffic control assistance to Celina, if needed, during the football playoffs.

Adjourn.

The meeting was adjourned at 10:47 p.m.

These minutes approved on the 13th day of January, 2015.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

DRAFT



MONTHLY FINANCIAL REPORT NOVEMBER 2014

Prepared by
Finance Department

January 9, 2015

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT

NOVEMBER 2014

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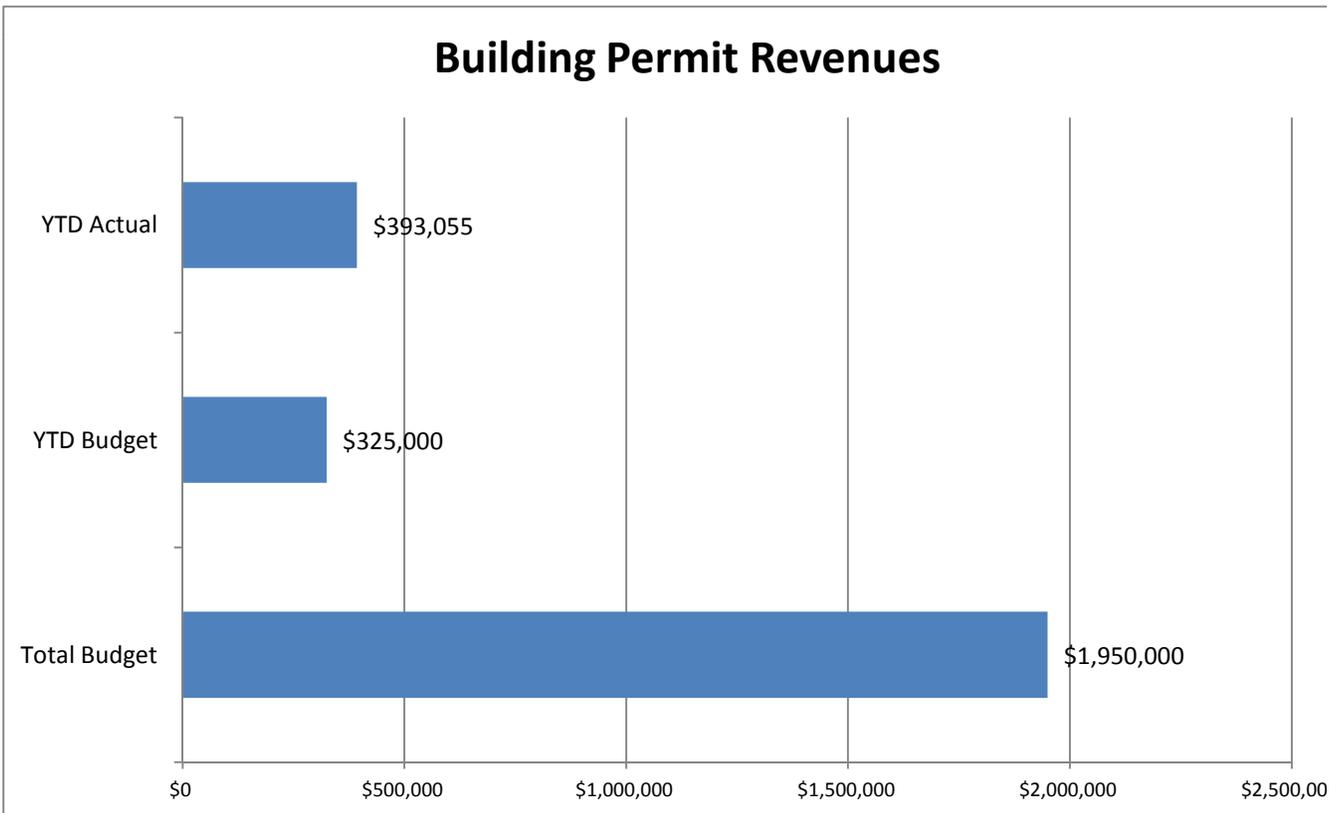
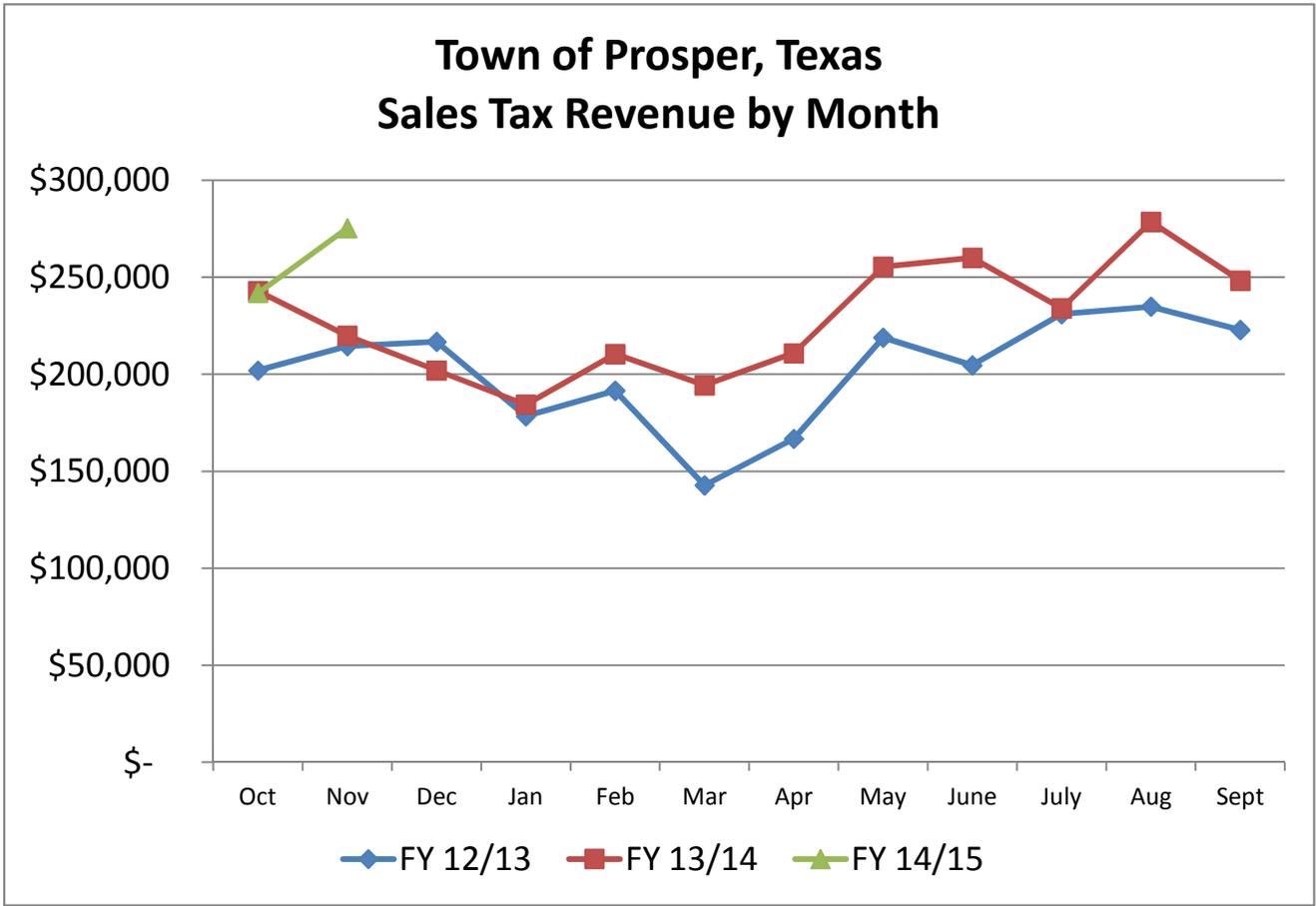
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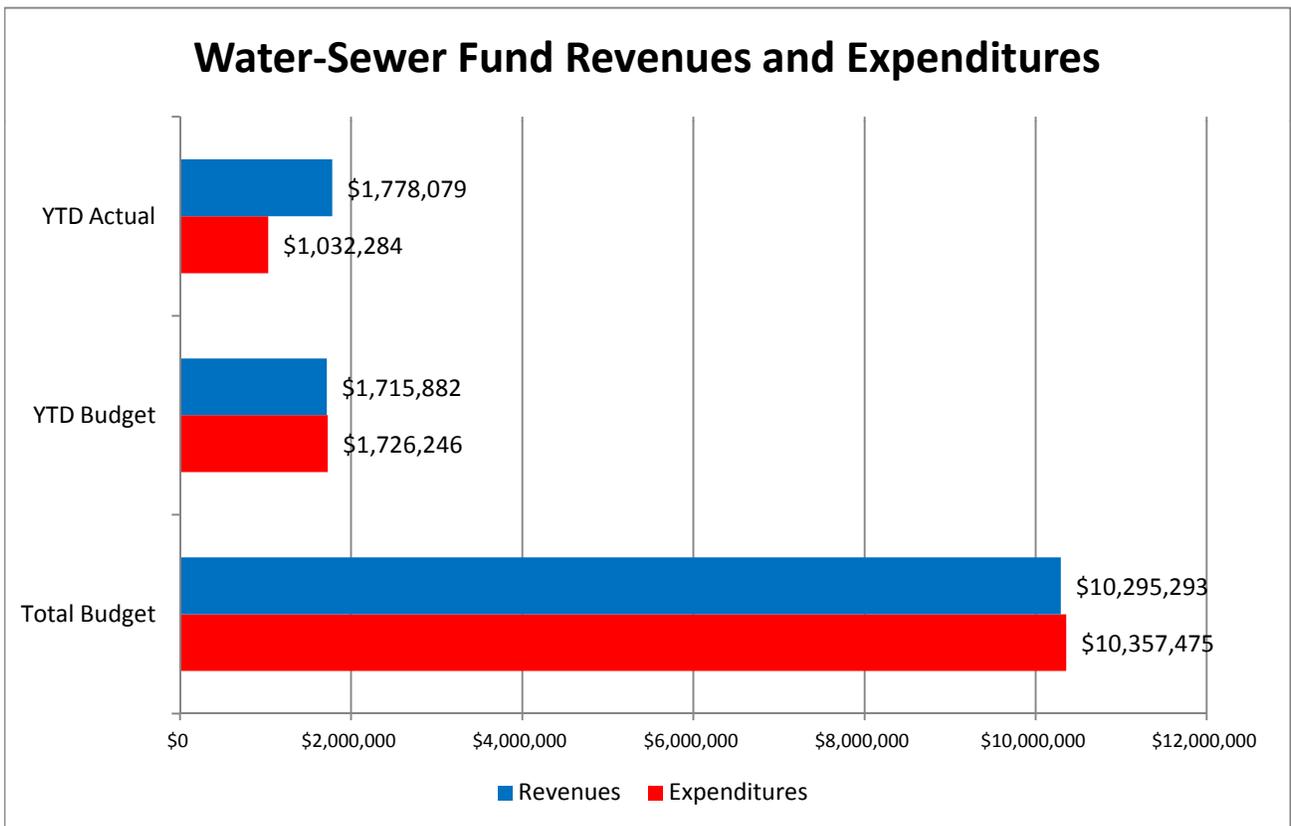
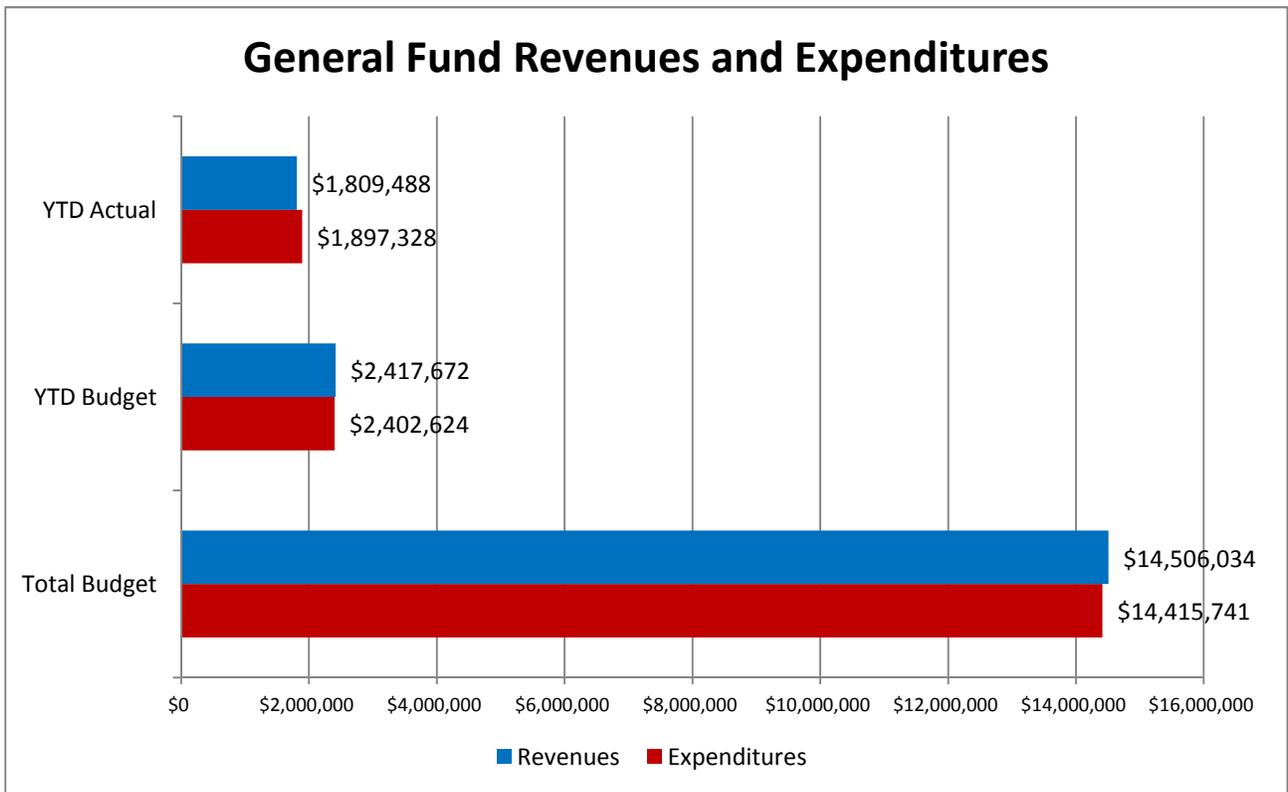
"Compare to" refers to percentage of fiscal year completed-e.g., 16.67% = 2/12, or November.

Parentheses around a number indicate credit amount or gain-e.g., Sales Taxes (517,244)

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

fiscal year completed-e.g., Sales Taxes  17.69





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

16.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
GENERAL FUND					
[1] Property Taxes -Current	(6,865,290)	(516,438)	(371,932)	●	7.52
Sales Taxes	(2,923,823)	(517,244)	(275,338)	●	17.69
[2] Franchise Fees	(562,000)	(40,451)	(37,763)	●	7.20
Building Permits	(1,950,000)	(393,055)	(183,608)	●	20.16
Fines	(245,000)	(45,332)	(22,070)	●	18.50
[3] Other	(1,959,921)	(296,969)	(171,543)	●	15.15
Total Revenues	<u>(14,506,034)</u>	<u>(1,809,488)</u>	<u>(1,062,254)</u>	●	12.47
01 Town Manager	671,741	88,965	55,486	●	13.24
02 Town Secretary	213,632	19,740	9,706	●	9.24
03 Finance	781,143	123,262	58,116	●	15.78
04 Human Resources	230,814	27,205	16,045	●	11.79
70 Municipal Court	204,122	27,285	13,624	●	13.37
Subtotal Administration	<u>2,101,452</u>	<u>286,457</u>	<u>152,977</u>	●	13.63
20 Police	2,020,372	249,356	122,535	●	12.34
[4] 25 Dispatch	663,120	106,427	43,306	●	16.05
Subtotal Police	<u>2,683,492</u>	<u>355,783</u>	<u>165,841</u>	●	13.26
30 Fire/EMS	3,380,104	393,002	199,538	●	11.63
35 Fire Marshal	144,158	18,377	9,719	●	12.75
Subtotal Fire	<u>3,524,262</u>	<u>411,378</u>	<u>209,257</u>	●	11.67
40 Streets	448,935	45,006	23,550	●	10.03
45 Public Library	175,192	25,063	10,912	●	14.31
60 Parks and Recreation	1,537,467	198,659	111,490	●	12.92
80 Inspections	953,217	97,584	54,030	●	10.24
85 Code Enforcement	164,583	10,110	5,382	●	6.14
90 Planning	493,084	57,077	35,342	●	11.58
Subtotal Development Services	<u>1,610,884</u>	<u>164,771</u>	<u>94,755</u>	●	10.23
98 Engineering	703,938	94,543	52,521	●	13.43
[5] 99 Non-departmental	1,630,119	315,668	115,220	●	19.36
Total Expenses	<u>14,415,741</u>	<u>1,897,328</u>	<u>936,523</u>	●	13.16
(Gain)/Loss	<u>(90,293)</u>	<u>87,841</u>	<u>(125,731)</u>		

- [1] Property taxes are billed in October, and the majority of collections occur December through February.
- [2] Franchise Fee revenue includes an estimate of \$345,000 for electric franchise fees, received 30 days after each quarter end from CoServ and annually in June from Oncor; and \$68,500 for gas franchise fees from Atmos and CoServ, received annually in February-March.
- [3] Other Revenue includes an estimate of \$237,170 for ambulance charges for service.
- [4] Year to date expenditures for Dispatch include \$34,360 for annual software licensing renewals.
- [5] The Non-Departmental year to date actual includes \$83,659 to TML for the General Fund's portion of the annual payment for property and liability insurance.

TOWN OF PROSPER, TEXAS
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 COMPARE TO:

16.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
[1] TIRZ #1 - BLUE STAR					
Property Taxes	-	-	-	●	-
Other Revenue	-	-	-	●	-
Transfer In	-	-	-	●	-
Total Revenue	-	-	-	●	-
Professional Services	-	7,500	700	●	-
Transfers Out	-	-	-	●	-
Total Expenses	-	7,500	700	●	-
(Gain)/Loss	-	7,500	700		

[1] The TIRZ #1 Fund is new and has not received any tax revenue from the zone's tax increment.

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16.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
[1] TIRZ #2 - MATTHEWS SOUTHWEST					
Property Taxes	-	-	-	●	-
Other Revenue	-	-	-	●	-
Transfer In	-	-	-	●	-
Total Revenue	-	-	-	●	-
Professional Services	-	-	-	●	-
Transfers Out	-	-	-	●	-
Total Expenses	-	-	-	●	-
(Gain)/Loss	-	-	-		

[1] The TIRZ #2 Fund is new and has not received any tax revenue from the zone's tax increment.

TOWN OF PROSPER, TEXAS
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 COMPARE TO:

16.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
WATER-SEWER FUND				
Water revenues	(6,281,250)	(1,118,202)	(484,057) ●	17.80
Sewer revenues	(2,997,000)	(473,416)	(237,245) ●	15.80
Sanitation revenues	(1,017,043)	(186,461)	(90,123) ●	18.33
Total Revenues	(10,295,293)	(1,778,079)	(811,425) ●	17.27
50 Water	3,691,905	394,500	266,711 ●	10.69
[1] 55 Sewer	1,719,239	345,181	133,231 ●	20.08
57 Utility Billing	1,033,566	96,986	87,378 ●	9.38
99 Non-departmental	3,912,765	195,617	89,718 ●	5.00
Total Expenses	10,357,475	1,032,284	577,038 ●	9.97
(Gain)/Loss	62,182	(745,795)	(234,388)	

[1] Sewer Expenses include \$286,529 to NTMWD and UTRWD for sewer management fees.

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16.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
INTEREST and SINKING FUND				
Property Taxes -Delinquent	(50,000)	(2,959)	(797) ●	5.92
[1] Property Taxes -Current	(2,870,065)	(237,272)	(170,881) ●	8.27
[2] Taxes -Penalties	(20,000)	1,511	127 ●	(7.55)
Interest Income	(15,000)	(2,476)	(1,267) ●	16.51
Total Revenues	(2,955,065)	(241,196)	(172,817) ●	8.16
2013 GO Ref Bond	287,200		●	-
2010 Tax Note Payment	370,175		●	-
2011 Ref Bond Payment	176,616		●	-
2012 GO Bond Payment	112,413		●	-
2006 Bond Payment	453,413		●	-
2008 CO Bond Payment	1,079,049		●	-
Bond Administrative Fees	21,000	800	800 ●	3.81
2014 GO Bond Payment	370,199		●	-
Total Expenses	2,870,065	800	800 ●	0.03
(Gain)/Loss	(85,000)	(240,396)	(172,017)	

[1] Property taxes are billed in October and the majority of collections occur December through February.

[2] Refunds related to penalties year to date are greater than collections, thus the 'negative' revenue.

TOWN OF PROSPER, TEXAS
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 COMPARE TO:

16.67%

	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					
[1] Charges for Services	(25,000)			●	-
Interest Income	(250)	(106)	(52)	●	42.21
[1] Transfer In	(19,400)	(400)	(200)	●	2.06
Total Revenue	(44,650)	(506)	(252)	●	1.13
[2] MERP H & D Expense - GF	30,000	2,800	-	●	9.33
Total Expenses	30,000	2,800	-	●	9.33
(Gain)/Loss	(14,650)	2,294	(252)		

[1] Beginning in FY 2014, contributions from the General Fund were discontinued. Based on recent trends, the ISF is currently able to absorb costs by using existing fund balance, which is approximately \$94,000. The fund continues to receive small monthly contributions from the Water-Sewer and Drainage funds.

[2] Expenses vary throughout the year based on actual claims activity.

TOWN OF PROSPER, TEXAS
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	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
VEHICLE AND EQUIPMENT REPLACEMENT FUND					
Charges for Services	(486,195)	(89,004)	(48,487)	●	18.31
[1] Other Reimbursements	(50,000)	-	-	●	-
[2] Transfers In	(800,000)	-	-	●	-
Total Revenue	(1,336,195)	(89,004)	(48,487)	●	6.66
Vehicle Replacement	552,000	-	-	●	-
Equipment Replacement	95,000	-	-	●	-
I/T Equipment Replacement	150,010	-	-	●	-
Total Expenses	797,010	-	-	●	-
(Gain)/Loss	(539,185)	(89,004)	(48,487)		

[1] Auction revenues and insurance reimbursements will be placed in the Other Reimbursements account as they occur.

[2] The Vehicle and Equipment Replacement Fund (VERF) was established in FY 2014 with an \$800,000 transfer from fund balance in the General Fund; a second transfer is scheduled in FY 2015 for the same amount. These transfers provide start-up funding for vehicle, field equipment, and computer equipment replacements scheduled for FY 2015.

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	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
STORM DRAINAGE UTILITY FUND				
Storm Drainage Utility Fee	(270,400)	(43,887)	(22,029) ●	16.23
Interest Storm Utility	(1,600)	(77)	(27) ●	4.83
Total Revenue	(272,000)	(43,964)	(22,056) ●	16.16
Personnel Expenses	113,562	6,902	3,455 ●	6.08
[1] Program Expenses	169,624	27,517	26,151 ●	16.22
Total Expenses	283,186	34,420	29,606 ●	12.15
(Gain)/Loss	11,186	(9,545)	7,551	

[1] Program Expenses budget includes a \$96,680 debt service payment for a share of the 2012 Certificates of Obligation.

TOWN OF PROSPER, TEXAS
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COMPARE TO:

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	16.67% Percent YTD %
PARK DEDICATION AND IMPROVEMENT FUND				
Park Dedication-Fees	(200,000)	(18,280)	-	9.14
Park Improvement	(300,000)	(18,000)	-	6.00
Interest-Park Dedication	(1,500)	(743)	(444)	49.54
Interest-Park Improvements	(500)	(596)	(363)	119.12
Total Revenue	(502,000)	(37,619)	(807)	7.49
Miscellaneous Expense	-	20	10	-
Professional Services-Pk Improvements	-	-	-	-
Capital Exp-Pk Improvements	125,000	-	-	-
Capital Exp-Pk Dedication	89,000	-	-	-
Total Expenses	214,000	20	10	0.01
(Gain)/Loss	(288,000)	(37,599)	(797)	

TOWN OF PROSPER, TEXAS
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 COMPARE TO:

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	16.67% Percent YTD %
WATER IMPACT FEES FUND				
Impact Fees -Water	(2,145,000)	(348,274)	(162,480) ●	16.24
Interest-Water Impact Fee	(3,500)	(2,065)	(1,467) ●	58.99
Total Revenue	(2,148,500)	(350,339)	(163,947) ●	16.31
Capital Expenditure-Water	926,887	1,690	1,690 ●	0.18
Total Expenses	926,887	1,690	1,690 ●	0.18
(Gain)/Loss	(1,221,613)	(348,649)	(162,256)	

TOWN OF PROSPER, TEXAS
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	Current Year Amended Budget	Current YTD Actual	Current Month Actual	16.67% Percent YTD %
WASTEWATER IMPACT FEES FUND				
Impact Fees -Wastewater	(375,650)	(69,126)	(37,193) ●	18.40
Interest-Wastewater Impact Fee	(1,500)	(1,201)	(855) ●	80.08
Total Revenue	(377,150)	(70,327)	(38,048) ●	18.65
Capital Expenditure - Wastewater	136,600	-	- ●	-
Total Expenses	136,600	-	- ●	-
(Gain)/Loss	(240,550)	(70,327)	(38,048)	

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	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
THOROUGHFARE IMPACT FEES FUND				
Thoroughfare Impact Fees	(1,444,000)	(221,914)	(130,820) ●	15.37
West Thoroughfare Impact Fees	-	(134,172)	(78,267) ●	-
Interest-Thoroughfare Impact Fee	(3,500)	(881)	(611) ●	25.16
Interest-West Thoroughfare Impact Fee	(1,000)	(312)	(225) ●	31.22
Total Revenue	(1,448,500)	(357,279)	(209,923) ●	24.67
Professional Svcs.-Thoroughfare	-	3,718	3,718 ●	-
[1] Professional Svcs.-West Thoroughfare	-	7,778	7,778 ●	-
Capital Exp.-Thoroughfare	1,905,000	95,440	- ●	5.01
[1] Capital Exp.-West Thoroughfare	-	278,700	278,700 ●	-
Total Expenses	1,905,000	385,635	290,195 ●	20.24
(Gain)/Loss	456,500	28,356	80,272	

[1] November expenditures include \$286,478 to DCFWSD #10 from West Thoroughfare Impact Fees for the Town's participation in the Teel Parkway Paving and Drainage Improvements project.

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16.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual		Percent YTD %
SPECIAL REVENUE FUND					
Police Donation Inc	(8,000)	(2,191)	(1,449)	●	27.39
Fire Dept-Donation Inc	(9,360)	(1,509)	(753)	●	16.12
Child Safety Inc	(7,000)	(3,130)	-	●	44.72
Court Security Revenue	(5,280)	(870)	(450)	●	16.47
Court Technology Fd Revenue	(7,020)	(1,156)	(601)	●	16.46
Interest Income	(3,720)	(635)	(312)	●	17.07
Country Xmas Donations	(10,000)	(8,540)	(2,270)	●	85.40
Escrow Income	-	(34,857)	(15,769)	●	-
Cash Seizure/Forfeiture	-	(13,760)	(13,760)	●	-
Total Revenue	(50,380)	(66,647)	(35,364)	●	132.29
[1] Country Xmas Expense	10,000	26,514	26,514	●	265.14
Court Technology Expense	13,133	-	-	●	-
Court Security Expense	4,000	71	-	●	1.79
Police Donation Expense	6,000	-	-	●	-
Fire Donation Expense	-	397	397	●	-
Child Safety Expense	25,000	-	-	●	-
Tree Mitigation Expense	14,000	-	-	●	-
PD Seizure Expense	3,000	-	-	●	-
Total Expenses	75,133	26,983	26,911	●	35.91
(Gain)/Loss	24,753	(39,664)	(8,453)		

- [1] The corrected budget of \$30,000 for the Christmas Festival budget will be submitted for Council approval in January. Of the total estimated cost, \$20,000 was budgeted in the General Fund, consistent with prior years. It is being moved in order to show the total cost of the Festival in one place.

TOWN OF PROSPER, TEXAS
 MONTHLY FINANCIAL REPORT
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 COMPARE TO:

16.67%

	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Percent YTD %
CAPITAL PROJECTS FUND-GENERAL				
Contributions	(19,696,900)			-
Interest-2004 Bond	(1,500)	(337)	(166)	22.46
Interest-2006 Bond	(100)	(54)	(27)	54.06
Interest-2008 Bond	(5,000)	(2,271)	(1,117)	45.42
Interest-2012 GO Bond	(5,000)	(1,751)	(844)	35.03
[1] Transfers In	(1,140,000)	(162,000)	(81,000)	14.21
Total Revenues	(20,848,500)	(166,414)	(83,154)	0.80
Capital Expenditures	28,407,055	439,316	395,366	1.55
Total Expenditures	28,407,055	439,316	395,366	1.55
(Gain)/Loss	7,558,555	272,902	312,212	

[1] Transfers In includes General Fund monthly contributions toward \$972,000 approved by Council for Preston Road Illumination (\$415,000), Downtown Enhancements (\$75,000), Central Irrigation Control for Parks (\$57,000), and Southwest Corner Field Lighting at Frontier Park (\$425,000).

TOWN OF PROSPER, TEXAS
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16.67%

	Current Year <u>Amended Budget</u>	Current YTD <u>Actual</u>	Current Month <u>Actual</u>	Percent YTD %
CAPITAL PROJECTS FUND-WATER/SEWER				
Interest Income	(25,500)	(5,847)	(2,817) ●	22.93
[1] Transfers In	(379,081)	-	- ●	-
Total Revenue	(404,581)	(5,847)	(2,817) ●	1.45
[2] Construction	2,382,500	230,928	- ●	9.69
Total Expenses	2,382,500	230,928	- ●	9.69
(Gain)/Loss	<u>1,977,919</u>	<u>225,080</u>	<u>(2,817)</u>	

[1] Transfers in to fund future projects will be made as needed. The budget of \$379,081 includes \$245,000 from the Water and Sewer Fund for LaCima Lift Station #1, \$127,081 from Water Impact Fees for Lower Pressure Plane Pump Station and Water Line, and \$7,000 from the Storm Drainage Utility Fund for Crooked Stick drainage improvements.

[2] Year to date expenses of \$230,928 are for Custer Road Pump Station Improvements.

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
10-4035-10-00	3% Construction Fee	(100,000.00)		(100,000.00)	(62,156.16)	(56,434.05)		62.16	(37,843.84)
10-4061-10-00	Notary Fees	(200.00)		(200.00)	(45.00)	(35.00)		22.50	(155.00)
10-4105-10-00	Property Taxes -Delinquent	(75,000.00)		(75,000.00)	(5,003.25)	(1,326.30)		6.67	(69,996.75)
10-4110-10-00	Property Taxes -Current	(6,865,290.00)		(6,865,290.00)	(516,437.58)	(371,932.33)		7.52	(6,348,852.42)
10-4115-10-00	Taxes -Penalties	(30,000.00)		(30,000.00)	(596.35)	(544.49)		1.99	(29,403.65)
10-4120-10-00	Sales Taxes	(2,923,823.00)		(2,923,823.00)	(517,243.77)	(275,337.67)		17.69	(2,406,579.23)
10-4130-10-00	Sales Tax-Mixed Beverage	(10,000.00)		(10,000.00)				-	(10,000.00)
10-4140-10-00	Franchise Taxes - Electric	(345,000.00)		(345,000.00)				-	(345,000.00)
10-4150-10-00	Franchise Taxes - Telephone	(125,000.00)		(125,000.00)	(33,396.46)	(32,233.56)		26.72	(91,603.54)
10-4160-10-00	Franchise Taxes - Gas	(68,500.00)		(68,500.00)				-	(68,500.00)
10-4170-10-00	Franchise Taxes - Road Usage	(3,500.00)		(3,500.00)	(1,525.06)			43.57	(1,974.94)
10-4190-10-00	Franchise Fee-Cable	(20,000.00)		(20,000.00)	(5,529.27)	(5,529.27)		27.65	(14,470.73)
10-4200-10-00	T-Mobile Fees	(23,808.00)		(23,808.00)	(3,967.50)	(1,983.75)		16.67	(19,840.50)
10-4201-10-00	Tierone Converged Network	(18,000.00)		(18,000.00)	(3,000.00)	(1,500.00)		16.67	(15,000.00)
10-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(40.00)			26.67	(110.00)
10-4205-10-00	Internet America	(18,000.00)		(18,000.00)	(3,000.00)	(1,500.00)		16.67	(15,000.00)
10-4218-10-00	Administrative Fees-EDC	(7,500.00)		(7,500.00)	(1,250.00)	(625.00)		16.67	(6,250.00)
10-4230-10-00	Other Permits				(60.00)	(60.00)		-	60.00
10-4610-10-00	Interest Income	(50,000.00)		(50,000.00)	(4,717.58)	(1,487.70)		9.44	(45,282.42)
10-4910-10-00	Other Revenue	(40,000.00)		(40,000.00)	(5,375.85)	(5,375.85)		13.44	(34,624.15)
10-4995-10-00	Transfer In	(877,403.00)		(877,403.00)	(146,245.50)	(73,122.75)		16.67	(731,157.50)
	Subtotal object - 0	(11,601,174.00)		(11,601,174.00)	(1,309,589.33)	(829,027.72)		11.29	(10,291,584.67)
Program number:		(11,601,174.00)		(11,601,174.00)	(1,309,589.33)	(829,027.72)		11.29	(10,291,584.67)
Department number: 10	Administration	(11,601,174.00)		(11,601,174.00)	(1,309,589.33)	(829,027.72)		11.29	(10,291,584.67)
10-4230-20-00	Other Permits	(600.00)		(600.00)	(50.00)			8.33	(550.00)
10-4440-20-00	Accident Reports	(600.00)		(600.00)	(142.00)	(88.00)		23.67	(458.00)
10-4450-20-00	Alarm Fee	(35,200.00)		(35,200.00)	(5,724.00)	(2,097.00)		16.26	(29,476.00)
10-4910-20-00	Other Revenue	(1,000.00)		(1,000.00)	(140.00)	(140.00)		14.00	(860.00)
	Subtotal object - 0	(37,400.00)		(37,400.00)	(6,056.00)	(2,325.00)		16.19	(31,344.00)
Program number:		(37,400.00)		(37,400.00)	(6,056.00)	(2,325.00)		16.19	(31,344.00)
Department number: 20	Police	(37,400.00)		(37,400.00)	(6,056.00)	(2,325.00)		16.19	(31,344.00)
10-4310-30-00	Charges for Services	(237,170.00)		(237,170.00)	(2,579.44)	(1,074.93)		1.09	(234,590.56)
10-4411-30-00	CC FIRE ASSOC				(315.85)	(315.85)		-	315.85
10-4510-30-00	Grants	(3,000.00)		(3,000.00)				-	(3,000.00)
10-4910-30-00	Other Revenue	(500.00)		(500.00)	(95.40)			19.08	(404.60)
	Subtotal object - 0	(240,670.00)		(240,670.00)	(2,990.69)	(1,390.78)		1.24	(237,679.31)
Program number:		(240,670.00)		(240,670.00)	(2,990.69)	(1,390.78)		1.24	(237,679.31)
Department number: 30	Fire/EMS	(240,670.00)		(240,670.00)	(2,990.69)	(1,390.78)		1.24	(237,679.31)
10-4315-35-00	Fire Review/Inspect Fees	(11,000.00)		(11,000.00)	(5,475.00)	(2,825.00)		49.77	(5,525.00)
	Subtotal object - 0	(11,000.00)		(11,000.00)	(5,475.00)	(2,825.00)		49.77	(5,525.00)
Program number:		(11,000.00)		(11,000.00)	(5,475.00)	(2,825.00)		49.77	(5,525.00)
Department number: 35	Fire Marshal	(11,000.00)		(11,000.00)	(5,475.00)	(2,825.00)		49.77	(5,525.00)
10-4910-40-00	Other Revenue				(1,800.00)	(1,800.00)		-	1,800.00
	Subtotal object - 0				(1,800.00)	(1,800.00)		-	1,800.00
Program number:					(1,800.00)	(1,800.00)		-	1,800.00
Department number: 40	Streets				(1,800.00)	(1,800.00)		-	1,800.00
10-4062-45-00	Over Due Fees	(75.00)		(75.00)				-	(75.00)
10-4063-45-00	Lost Fees	(60.00)		(60.00)	(14.75)			24.58	(45.25)

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
10-4064-45-00	Printing/Coping Fees				(33.05)			-	33.05
10-4065-45-00	Book Fines	(20.00)		(20.00)	(34.00)			170.00	14.00
10-4510-45-00	Grants	(19,335.00)		(19,335.00)				-	(19,335.00)
10-4910-45-00	Other Revenue	(150.00)		(150.00)				-	(150.00)
	Subtotal object - 0	(19,640.00)		(19,640.00)	(81.80)			0.42	(19,558.20)
Program number:		(19,640.00)		(19,640.00)	(81.80)			0.42	(19,558.20)
Department number: 45	Public Library	(19,640.00)		(19,640.00)	(81.80)			0.42	(19,558.20)
10-4056-60-00	Field Rental Fees	(17,000.00)		(17,000.00)	(90.00)	(90.00)		0.53	(16,910.00)
10-4057-60-00	Pavilion User Fees	(3,500.00)		(3,500.00)	(255.00)	(35.00)		7.29	(3,245.00)
10-4058-60-00	Park Program Fees	(23,500.00)		(23,500.00)	(1,990.60)	(742.60)		8.47	(21,509.40)
10-4910-60-00	Other Revenue	(250.00)		(250.00)				-	(250.00)
	Subtotal object - 0	(44,250.00)		(44,250.00)	(2,335.60)	(867.60)		5.28	(41,914.40)
Program number:		(44,250.00)		(44,250.00)	(2,335.60)	(867.60)		5.28	(41,914.40)
Department number: 60	Parks and Recreation	(44,250.00)		(44,250.00)	(2,335.60)	(867.60)		5.28	(41,914.40)
10-4410-70-00	Fines	(245,000.00)		(245,000.00)	(45,331.67)	(22,070.21)		18.50	(199,668.33)
10-4610-70-00	Interest Income	(700.00)		(700.00)	(304.07)	(154.73)		43.44	(395.93)
	Subtotal object - 0	(245,700.00)		(245,700.00)	(45,635.74)	(22,224.94)		18.57	(200,064.26)
Program number:		(245,700.00)		(245,700.00)	(45,635.74)	(22,224.94)		18.57	(200,064.26)
Department number: 70	Municipal Court	(245,700.00)		(245,700.00)	(45,635.74)	(22,224.94)		18.57	(200,064.26)
10-4017-80-00	Registration Fee	(44,000.00)		(44,000.00)	(4,900.00)	(1,700.00)		11.14	(39,100.00)
10-4210-80-00	Building Permits	(1,950,000.00)		(1,950,000.00)	(393,054.67)	(183,608.24)		20.16	(1,556,945.33)
10-4230-80-00	Other Permits	(159,200.00)		(159,200.00)	(12,940.00)	(4,015.00)		8.13	(146,260.00)
10-4240-80-00	Plumb/Elect/Mech Permits	(24,075.00)		(24,075.00)	(4,800.00)	(1,980.00)		19.94	(19,275.00)
10-4242-80-00	Re-inspection Fees	(24,600.00)		(24,600.00)	(4,325.00)	(2,025.00)		17.58	(20,275.00)
10-4910-80-00	Other Revenue	(3,800.00)		(3,800.00)	(635.00)	(260.00)		16.71	(3,165.00)
	Subtotal object - 0	(2,205,675.00)		(2,205,675.00)	(420,654.67)	(193,588.24)		19.07	(1,785,020.33)
Program number:		(2,205,675.00)		(2,205,675.00)	(420,654.67)	(193,588.24)		19.07	(1,785,020.33)
Department number: 80	Inspections	(2,205,675.00)		(2,205,675.00)	(420,654.67)	(193,588.24)		19.07	(1,785,020.33)
10-4245-85-00	Health Inspections	(9,525.00)		(9,525.00)	(2,400.00)	(750.00)		25.20	(7,125.00)
10-4910-85-00	Other Revenue	(5,000.00)		(5,000.00)				-	(5,000.00)
	Subtotal object - 0	(14,525.00)		(14,525.00)	(2,400.00)	(750.00)		16.52	(12,125.00)
Program number:		(14,525.00)		(14,525.00)	(2,400.00)	(750.00)		16.52	(12,125.00)
Department number: 85	Code Enforcement	(14,525.00)		(14,525.00)	(2,400.00)	(750.00)		16.52	(12,125.00)
10-4220-90-00	Zoning Permits	(35,000.00)		(35,000.00)	(2,423.72)	(2,214.90)		6.93	(32,576.28)
10-4225-90-00	Plat Fees	(50,000.00)		(50,000.00)	(10,045.00)	(5,240.00)		20.09	(39,955.00)
10-4910-90-00	Other Revenue	(1,000.00)		(1,000.00)				-	(1,000.00)
	Subtotal object - 0	(86,000.00)		(86,000.00)	(12,468.72)	(7,454.90)		14.50	(73,531.28)
Program number:		(86,000.00)		(86,000.00)	(12,468.72)	(7,454.90)		14.50	(73,531.28)
Department number: 90	Planning	(86,000.00)		(86,000.00)	(12,468.72)	(7,454.90)		14.50	(73,531.28)
	Revenue Subtotal - - - - -	(14,506,034.00)		(14,506,034.00)	(1,809,487.55)	(1,062,254.18)		12.47	(12,696,546.45)
10-5110-10-01	Salaries & Wages	267,788.00		267,788.00	35,290.04	18,872.54		13.18	232,497.96
10-5115-10-01	Salaries - Overtime	4,852.00		4,852.00	409.29	409.29		8.44	4,442.71
10-5126-10-01	Salaries-Vacation Buy-Out	7,028.00		7,028.00	3,200.00	3,200.00		45.53	3,828.00
10-5140-10-01	Salaries - Longevity Pay	200.00		200.00	195.00	195.00		97.50	5.00
10-5142-10-01	Car Allowance	6,000.00		6,000.00	876.93	461.54		14.62	5,123.07
10-5143-10-01	Cell Phone Allowance	1,080.00		1,080.00	90.00	90.00		8.33	990.00
10-5145-10-01	Social Security Expense	12,141.00		12,141.00	531.48	299.27		4.38	11,609.52
10-5150-10-01	Medicare Expense	4,018.00		4,018.00	559.66	321.80		13.93	3,458.34

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
10-5155-10-01	SUTA Expense	414.00		414.00				-	414.00
10-5160-10-01	Health Insurance	11,785.00		11,785.00	770.95	550.68		6.54	11,014.05
10-5165-10-01	Dental Insurance	626.00		626.00	71.57	51.12		11.43	554.43
10-5170-10-01	Life Insurance/AD&D	302.00		302.00	55.13	39.38		18.26	246.87
10-5175-10-01	Liability (TML) Workers' Comp	555.00		555.00	485.87			87.54	69.13
10-5180-10-01	TMRS Expense	32,116.00		32,116.00	4,302.58	2,494.73		13.40	27,813.42
10-5185-10-01	Long Term/Short Term Disabilit	456.00		456.00				-	456.00
10-5190-10-01	Contract Labor	17,500.00		17,500.00	1,720.00	510.00		9.83	15,780.00
10-5210-10-01	Office Supplies	1,500.00		1,500.00				-	1,500.00
10-5212-10-01	Building Supplies	500.00		500.00				-	500.00
10-5230-10-01	Dues,Fees,& Subscriptions	5,130.00		5,130.00	646.00	100.00		12.59	4,484.00
10-5240-10-01	Postage and Delivery	750.00		750.00				-	750.00
10-5250-10-01	Publications	450.00		450.00				-	450.00
10-5280-10-01	Printing and Reproduction	1,000.00		1,000.00				-	1,000.00
10-5330-10-01	Copier Expense	10,000.00		10,000.00	3,420.00	1,710.00		34.20	6,580.00
10-5340-10-01	Building Repairs	1,000.00		1,000.00				-	1,000.00
10-5410-10-01	Professional Services	25,000.00	20,000.00	45,000.00	6,025.00	3,025.00	35,350.00	13.39	3,625.00
10-5418-10-01	IT Fees	135,000.00		135,000.00	22,751.20	22,751.20	112,248.80	16.85	
10-5419-10-01	IT Licenses					(2,720.00)		-	
10-5430-10-01	Legal Fees	46,250.00		46,250.00				-	46,250.00
10-5480-10-01	Contracted Services	950.00		950.00	184.11	184.11		19.38	765.89
10-5520-10-01	Telephones	24,000.00		24,000.00	1,496.89	844.33	6,673.96	6.24	15,829.15
10-5524-10-01	Gas-Building	500.00		500.00	85.79	44.77		17.16	414.21
10-5525-10-01	Electricity	10,000.00		10,000.00	1,060.83			10.61	8,939.17
10-5526-10-01	Data Network	15,000.00		15,000.00	3,317.04	1,696.51		22.11	11,682.96
10-5530-10-01	Travel/Lodging/Meals Expense	5,000.00		5,000.00	821.13	354.26		16.42	4,178.87
10-5533-10-01	Mileage Expense	1,250.00		1,250.00	303.13			24.25	946.87
10-5536-10-01	Training/Seminars	1,600.00		1,600.00	295.00			18.44	1,305.00
	Subtotal object - 0	651,741.00	20,000.00	671,741.00	88,964.62	55,485.53	154,272.76	13.24	428,503.62
Program number: 1	Town Manager	651,741.00	20,000.00	671,741.00	88,964.62	55,485.53	154,272.76	13.24	428,503.62
10-5110-10-02	Salaries & Wages	68,205.00		68,205.00	10,557.50	5,665.00		15.48	57,647.50
10-5126-10-02	Salaries-Vacation Buy-Out	644.00		644.00				-	644.00
10-5140-10-02	Salaries - Longevity Pay	90.00		90.00	90.00	90.00		100.00	
10-5143-10-02	Cell Phone Allowance				180.00	180.00		-	(180.00)
10-5145-10-02	Social Security Expense	4,274.00		4,274.00	671.46	368.12		15.71	3,602.54
10-5150-10-02	Medicare Expense	1,000.00		1,000.00	157.03	86.09		15.70	842.97
10-5155-10-02	SUTA Expense	207.00		207.00				-	207.00
10-5170-10-02	Life Insurance/AD&D	95.00		95.00	22.06	15.76		23.22	72.94
10-5175-10-02	Liability (TML) Workers' Comp	171.00		171.00	149.70			87.54	21.30
10-5180-10-02	TMRS Expense	7,988.00		7,988.00	1,162.87	637.42		14.56	6,825.13
10-5185-10-02	Long Term/Short Term Disabilit	156.00		156.00				-	156.00
10-5193-10-02	Records Retention	1,000.00		1,000.00	120.39	120.39		12.04	879.61
10-5210-10-02	Office Supplies	1,000.00		1,000.00				-	1,000.00
10-5230-10-02	Dues,Fees,& Subscriptions	1,000.00		1,000.00	15.00	15.00		1.50	985.00
10-5240-10-02	Postage and Delivery	750.00		750.00				-	750.00
10-5310-10-02	Rental Expense	5,000.00		5,000.00	659.31	294.41		13.19	4,340.69
10-5430-10-02	Legal Fees	10,000.00		10,000.00				-	10,000.00
10-5435-10-02	Legal Notices/Filings	5,000.00		5,000.00	98.25	98.25		1.97	4,901.75

		Current	Current	Current	Current	Current		Percent YTD	Current
		Year	Year	Year	YTD	Month		%	Remaining
Account Number	Description	Adopted Budget	Amendments	Amended Budget	Actual	Actual	Encumbrances	%	Budget
10-5460-10-02	Election Expense	15,000.00		15,000.00	14.00	14.00		0.09	14,986.00
10-5480-10-02	Contracted Services	39,702.00		39,702.00	375.00		39,302.10	0.95	24.90
10-5530-10-02	Travel/Lodging/Meals Expense	5,000.00		5,000.00	801.16	311.59		16.02	4,198.84
10-5533-10-02	Mileage Expense	1,000.00		1,000.00	67.36			6.74	932.64
10-5536-10-02	Training/Seminars	1,600.00		1,600.00	320.00			20.00	1,280.00
10-5538-10-02	Council/Public Official Expens	22,750.00		22,750.00	4,201.27	1,732.45		18.47	18,548.73
10-5600-10-02	Special Events	22,000.00		22,000.00	77.93	77.93		0.35	21,922.07
	Subtotal object - 0	213,632.00		213,632.00	19,740.29	9,706.41	39,302.10	9.24	154,589.61
Program number: 2	Town Secretary	213,632.00		213,632.00	19,740.29	9,706.41	39,302.10	9.24	154,589.61
10-5110-10-03	Salaries & Wages	372,679.00		372,679.00	54,307.73	28,761.74		14.57	318,371.27
10-5115-10-03	Salaries - Overtime	1,808.00		1,808.00	603.42	196.62		33.38	1,204.58
10-5126-10-03	Salaries-Vacation Buy-Out	3,350.00		3,350.00	1,683.64	1,683.64		50.26	1,666.36
10-5140-10-03	Salaries - Longevity Pay	745.00		745.00	195.00	195.00		26.17	550.00
10-5143-10-03	Cell Phone Allowance	1,080.00		1,080.00	90.00	90.00		8.33	990.00
10-5145-10-03	Social Security Expense	22,593.00		22,593.00	3,383.77	1,816.30		14.98	19,209.23
10-5150-10-03	Medicare Expense	5,505.00		5,505.00	791.37	424.79		14.38	4,713.63
10-5155-10-03	SUTA Expense	1,125.00		1,125.00				-	1,125.00
10-5160-10-03	Health Insurance	33,102.00		33,102.00	3,520.08	2,157.20		10.63	29,581.92
10-5165-10-03	Dental Insurance	1,564.00		1,564.00	189.14	127.80		12.09	1,374.86
10-5170-10-03	Life Insurance/AD&D	558.00		558.00	84.91	58.40		15.22	473.09
10-5175-10-03	Liability (TML) Workers' Comp	932.00		932.00	815.92			87.55	116.08
10-5180-10-03	TMRS Expense	43,992.00		43,992.00	6,129.18	3,336.05		13.93	37,862.82
10-5185-10-03	Long Term/Short Term Disabilit	855.00		855.00				-	855.00
10-5186-10-03	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	189.00	135.00		10.50	1,611.00
10-5190-10-03	Contract Labor	15,440.00	(1,800.00)	13,640.00	600.00	360.00		4.40	13,040.00
10-5210-10-03	Office Supplies	1,500.00		1,500.00	731.00			48.73	769.00
10-5212-10-03	Building Supplies	1,000.00		1,000.00				-	1,000.00
10-5220-10-03	Office Equipment	855.00		855.00				-	855.00
10-5230-10-03	Dues,Fees,& Subscriptions	4,960.00		4,960.00	678.00	115.00		13.67	4,282.00
10-5240-10-03	Postage and Delivery	750.00		750.00	32.81	32.81		4.38	717.19
10-5265-10-03	Promotional Expense				(306.00)			-	306.00
10-5280-10-03	Printing and Reproduction	1,000.00		1,000.00		55.44		-	1,000.00
10-5310-10-03	Rental Expense	18,500.00		18,500.00	1,694.10	1,567.60	18,811.20	9.16	(2,005.30)
10-5330-10-03	Copier Expense	20,520.00		20,520.00				-	20,520.00
10-5340-10-03	Building Repairs	1,500.00		1,500.00				-	1,500.00
10-5410-10-03	Professional Services	64,000.00		64,000.00				-	64,000.00
10-5412-10-03	Audit Fees	40,000.00		40,000.00	16,750.00	16,750.00	15,250.00	41.88	8,000.00
10-5414-10-03	Appraisal / Tax Fees	65,180.00		65,180.00				-	65,180.00
10-5418-10-03	IT Fees	9,480.00	7,000.00	16,480.00	7,119.24		9,289.00	43.20	71.76
10-5419-10-03	IT Licenses	19,500.00	(5,000.00)	14,500.00	12,500.00			86.21	2,000.00
10-5430-10-03	Legal Fees	5,000.00		5,000.00				-	5,000.00
10-5480-10-03	Contracted Services	9,550.00	1,800.00	11,350.00	10,030.00	30.00	3,600.00	88.37	(2,280.00)
10-5530-10-03	Travel/Lodging/Meals Expense	7,500.00	(2,000.00)	5,500.00		222.39		-	5,500.00
10-5536-10-03	Training/Seminars	3,220.00		3,220.00	1,450.00			45.03	1,770.00
	Subtotal object - 0	781,143.00		781,143.00	123,262.31	58,115.78	46,950.20	15.78	610,930.49
Program number: 3	Finance	781,143.00		781,143.00	123,262.31	58,115.78	46,950.20	15.78	610,930.49
10-5110-10-04	Salaries & Wages	101,783.00		101,783.00	14,602.22	7,685.38		14.35	87,180.78
10-5126-10-04	Salaries-Vacation Buy-Out	961.00		961.00	1,921.36	1,921.36		199.93	(960.36)

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		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>Encumbrances</u>		<u>Budget</u>
10-5140-10-04	Salaries - Longevity Pay	85.00		85.00	80.00	80.00		94.12	5.00
10-5145-10-04	Social Security Expense	6,413.00		6,413.00	952.97	546.10		14.86	5,460.03
10-5150-10-04	Medicare Expense	1,500.00		1,500.00	222.87	127.72		14.86	1,277.13
10-5155-10-04	SUTA Expense	207.00		207.00				-	207.00
10-5160-10-04	Health Insurance	11,781.00		11,781.00	1,399.52	856.80		11.88	10,381.48
10-5165-10-04	Dental Insurance	313.00		313.00	35.78	25.56		11.43	277.22
10-5170-10-04	Life Insurance/AD&D	95.00		95.00	29.40	21.00		30.95	65.60
10-5175-10-04	Liability (TML) Workers' Comp	254.00		254.00	222.36			87.54	31.64
10-5180-10-04	TMRS Expense	11,985.00		11,985.00	1,790.74	1,045.73		14.94	10,194.26
10-5185-10-04	Long Term/Short Term Disabilit	233.00		233.00				-	233.00
10-5186-10-04	WELLE-Wellness Prog Reimb Empl	600.00		600.00	70.00	50.00		11.67	530.00
10-5191-10-04	Hiring Cost	25,050.00		25,050.00	90.06	90.06		0.36	24,959.94
10-5210-10-04	Office Supplies	1,824.00		1,824.00	120.97			6.63	1,703.03
10-5220-10-04	Office Equipment	5,500.00		5,500.00	895.00	895.00		16.27	4,605.00
10-5230-10-04	Dues,Fees,& Subscriptions	5,530.00		5,530.00	249.00			4.50	5,281.00
10-5240-10-04	Postage and Delivery	750.00		750.00				-	750.00
10-5250-10-04	Publications	350.00		350.00				-	350.00
10-5280-10-04	Printing and Reproduction	2,000.00		2,000.00				-	2,000.00
10-5290-10-04	Miscellaneous Expense	5,000.00		5,000.00	389.86	344.86		7.80	4,610.14
10-5410-10-04	Professional Services	32,000.00	(11,000.00)	21,000.00	660.04	(769.25)		3.14	20,339.96
10-5419-10-04	IT Licenses	3,000.00		3,000.00	2,720.00	2,720.00		90.67	280.00
10-5430-10-04	Legal Fees	10,000.00		10,000.00				-	10,000.00
10-5530-10-04	Travel/Lodging/Meals Expense	4,600.00		4,600.00				-	4,600.00
10-5536-10-04	Training/Seminars	5,000.00		5,000.00	752.50	405.00		15.05	4,247.50
10-5600-10-04	Special Events	5,000.00		5,000.00				-	5,000.00
	Subtotal object - 0	241,814.00	(11,000.00)	230,814.00	27,204.65	16,045.32		11.79	203,609.35
Program number: 4	Human Resources	241,814.00	(11,000.00)	230,814.00	27,204.65	16,045.32		11.79	203,609.35
Department number: 10	Administration	1,888,330.00	9,000.00	1,897,330.00	259,171.87	139,353.04	240,525.06	13.66	1,397,633.07
10-5110-20-00	Salaries & Wages	1,187,364.00		1,187,364.00	131,014.37	69,328.86		11.03	1,056,349.63
10-5115-20-00	Salaries - Overtime	55,586.00		55,586.00	6,604.90	3,388.60		11.88	48,981.10
10-5126-20-00	Salaries-Vacation Buy-Out	8,689.00		8,689.00	3,179.04	3,179.04		36.59	5,509.96
10-5127-20-00	Salaries-Certification Pay	14,580.00		14,580.00	2,343.20	1,243.83		16.07	12,236.80
10-5140-20-00	Salaries - Longevity Pay	4,215.00		4,215.00	4,215.00	4,215.00		100.00	
10-5143-20-00	Cell Phone Allowance	1,080.00		1,080.00	90.00	90.00		8.33	990.00
10-5145-20-00	Social Security Expense	74,673.00		74,673.00	8,901.59	4,831.46		11.92	65,771.41
10-5150-20-00	Medicare Expense	17,665.00		17,665.00	2,081.84	1,129.94		11.79	15,583.16
10-5155-20-00	SUTA Expense	3,882.00		3,882.00				-	3,882.00
10-5160-20-00	Health Insurance	111,759.00		111,759.00	9,775.12	5,910.80		8.75	101,983.88
10-5165-20-00	Dental Insurance	6,043.00		6,043.00	465.19	332.28		7.70	5,577.81
10-5170-20-00	Life Insurance/AD&D	4,992.00		4,992.00	509.80	364.14		10.21	4,482.20
10-5175-20-00	Liability (TML) Workers' Comp	27,440.00		27,440.00	24,022.34			87.55	3,417.66
10-5180-20-00	TMRS Expense	139,390.00		139,390.00	15,995.46	8,769.25		11.48	123,394.54
10-5185-20-00	Long Term/Short Term Disabilit	3,933.00		3,933.00				-	3,933.00
10-5186-20-00	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	287.00	205.00		11.96	2,113.00
10-5190-20-00	Contract Labor	6,000.00		6,000.00	1,120.00	420.00		18.67	4,880.00
10-5192-20-00	Physical & Psychological	1,200.00		1,200.00				-	1,200.00
10-5210-20-00	Office Supplies	9,375.00		9,375.00	1,116.30	305.55		11.91	8,258.70
10-5212-20-00	Building Supplies	900.00		900.00	109.00	109.00		12.11	791.00

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
10-5214-20-00	Tactical Supplies	24,669.00		24,669.00	6,132.14	6,132.14	8,353.41	24.86	10,183.45
10-5215-20-00	Ammunition	7,000.00		7,000.00				-	7,000.00
10-5220-20-00	Office Equipment	13,612.00		13,612.00				-	13,612.00
10-5230-20-00	Dues,Fees,& Subscriptions	8,500.00		8,500.00	92.98	68.99		1.09	8,407.02
10-5240-20-00	Postage and Delivery	750.00		750.00				-	750.00
10-5250-20-00	Publications	400.00		400.00				-	400.00
10-5260-20-00	Advertising	1,000.00		1,000.00				-	1,000.00
10-5265-20-00	Promotional Expense	1,500.00		1,500.00				-	1,500.00
10-5280-20-00	Printing and Reproduction	500.00		500.00				-	500.00
10-5310-20-00	Rental Expense	4,200.00		4,200.00	974.70	324.90		23.21	3,225.30
10-5335-20-00	Radio/Video Repairs	2,000.00		2,000.00				-	2,000.00
10-5340-20-00	Building Repairs	2,000.00		2,000.00	190.00			9.50	1,810.00
10-5350-20-00	Vehicle Expense	50,000.00		50,000.00	2,407.16	1,085.63		4.81	47,592.84
10-5352-20-00	Fuel	60,000.00		60,000.00	9,268.06	8,647.21		15.45	50,731.94
10-5353-20-00	Oil/Grease/Inspections	2,500.00		2,500.00	39.75	39.75		1.59	2,460.25
10-5400-20-00	Uniform Expense	17,000.00		17,000.00	808.40	524.30		4.76	16,191.60
10-5410-20-00	Professional Services	1,600.00		1,600.00		(300.00)		-	1,600.00
10-5415-20-00	Tuition Reimbursement				1,200.00			-	(1,200.00)
10-5418-20-00	IT Fees	3,950.00		3,950.00				-	3,950.00
10-5419-20-00	IT Licenses	3,000.00		3,000.00				-	3,000.00
10-5430-20-00	Legal Fees	7,550.00		7,550.00				-	7,550.00
10-5480-20-00	Contracted Services	22,290.00		22,290.00	12,104.00		6,000.00	54.30	4,186.00
10-5520-20-00	Telephones	16,200.00		16,200.00	1,182.64	801.46		7.30	15,017.36
10-5524-20-00	Gas-Building	400.00		400.00	82.80	82.80		20.70	317.20
10-5525-20-00	Electricity	10,000.00		10,000.00	1,034.22			10.34	8,965.78
10-5526-20-00	Data Network	13,760.00		13,760.00	419.73	419.73		3.05	13,340.27
10-5530-20-00	Travel/Lodging/Meals Expense	8,225.00		8,225.00				-	8,225.00
10-5533-20-00	Mileage Expense	2,500.00		2,500.00				-	2,500.00
10-5536-20-00	Training/Seminars	20,600.00		20,600.00	1,589.00	885.00		7.71	19,011.00
10-5600-20-00	Special Events	4,000.00		4,000.00				-	4,000.00
10-5630-20-00	Safety Equipment	28,500.00		28,500.00				-	28,500.00
10-5640-20-00	Signs & Hardware	1,000.00		1,000.00				-	1,000.00
	Subtotal object - 0	2,020,372.00		2,020,372.00	249,355.73	122,534.66	14,353.41	12.34	1,756,662.86
Program number:		2,020,372.00		2,020,372.00	249,355.73	122,534.66	14,353.41	12.34	1,756,662.86
Department number: 20	Police	2,020,372.00		2,020,372.00	249,355.73	122,534.66	14,353.41	12.34	1,756,662.86
10-5110-25-00	Salaries & Wages	332,302.00		332,302.00	44,751.29	23,656.60		13.47	287,550.71
10-5115-25-00	Salaries - Overtime	13,952.00		13,952.00	1,528.30	811.92		10.95	12,423.70
10-5126-25-00	Salaries-Vacation Buy-Out	3,040.00		3,040.00	751.20	751.20		24.71	2,288.80
10-5127-25-00	Salaries-Certification Pay	8,820.00		8,820.00	1,289.04	678.44		14.62	7,530.96
10-5140-25-00	Salaries - Longevity Pay	990.00		990.00	970.00	970.00		97.98	20.00
10-5145-25-00	Social Security Expense	21,548.00		21,548.00	2,940.68	1,583.76		13.65	18,607.32
10-5150-25-00	Medicare Expense	5,039.00		5,039.00	687.73	370.39		13.65	4,351.27
10-5155-25-00	SUTA Expense	1,656.00		1,656.00				-	1,656.00
10-5160-25-00	Health Insurance	33,904.00		33,904.00	3,406.15	2,125.82		10.05	30,497.85
10-5165-25-00	Dental Insurance	1,877.00		1,877.00	250.49	178.92		13.35	1,626.51
10-5170-25-00	Life Insurance	662.00		662.00	77.22	55.16		11.67	584.78
10-5175-25-00	Liability (TML) Workers' Comp	831.00		831.00	727.50			87.55	103.50
10-5180-25-00	TMRS Expense	40,273.00		40,273.00	5,260.49	2,867.39		13.06	35,012.51

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
10-5185-25-00	Long Term/Short Term Disabilit	711.00		711.00				-	711.00
10-5186-25-00	WELLE-Wellness Prog Reimb Empl	2,400.00		2,400.00	119.00	85.00		4.96	2,281.00
10-5192-25-00	Physical & Psychological	1,300.00		1,300.00				-	1,300.00
10-5210-25-00	Supplies	2,500.00		2,500.00				-	2,500.00
10-5212-25-00	Building Supplies	1,500.00		1,500.00				-	1,500.00
10-5220-25-00	Office Equipment	2,440.00		2,440.00				-	2,440.00
10-5230-25-00	Dues,Fees,& Subscriptions	2,000.00		2,000.00	58.98			2.95	1,941.02
10-5240-25-00	Postage and Delivery	100.00		100.00				-	100.00
10-5250-25-00	Publications	100.00		100.00				-	100.00
10-5280-25-00	Printing and Reproduction	100.00		100.00				-	100.00
10-5340-25-00	Building Repairs	1,800.00		1,800.00				-	1,800.00
10-5400-25-00	Uniform Expense	2,500.00		2,500.00	35.99			1.44	2,464.01
10-5418-25-00	IT Fees	4,500.00		4,500.00				-	4,500.00
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	152,825.00		152,825.00	43,467.00	9,107.00	28,800.00	28.44	80,558.00
10-5520-25-00	Telephones				30.78	30.78		-	(30.78)
10-5524-25-00	Gas-Building				41.02			-	(41.02)
10-5530-25-00	Travel/Lodging/Meals Expense	2,000.00		2,000.00	4.00	4.00		0.20	1,996.00
10-5533-25-00	Mileage Expense	1,000.00		1,000.00				-	1,000.00
10-5536-25-00	Training/Seminars	12,000.00		12,000.00	30.00	30.00		0.25	11,970.00
10-5600-25-00	Special Events	1,000.00		1,000.00				-	1,000.00
	Subtotal object - 0	663,120.00		663,120.00	106,426.86	43,306.38	28,800.00	16.05	527,893.14
Program number:		663,120.00		663,120.00	106,426.86	43,306.38	28,800.00	16.05	527,893.14
Department number: 25	Dispatch Department	663,120.00		663,120.00	106,426.86	43,306.38	28,800.00	16.05	527,893.14
10-5110-30-00	Salaries & Wages	2,105,209.00		2,105,209.00	193,463.20	102,015.81		9.19	1,911,745.80
10-5115-30-00	Salaries - Overtime	237,097.00		237,097.00	39,069.30	22,364.42		16.48	198,027.70
10-5126-30-00	Salaries-Vacation Buy-Out	18,757.00		18,757.00				-	18,757.00
10-5127-30-00	Salaries-Certification Pay	20,341.00		20,341.00	2,866.85	1,610.90		14.09	17,474.15
10-5140-30-00	Salaries - Longevity Pay	9,340.00		9,340.00	8,780.00	8,780.00		94.00	560.00
10-5143-30-00	Cell Phone Allowance	4,680.00		4,680.00	390.00	390.00		8.33	4,290.00
10-5145-30-00	Social Security Expense	110,585.00		110,585.00	14,487.82	7,910.01		13.10	96,097.18
10-5150-30-00	Medicare Expense	25,862.00		25,862.00	3,388.29	1,849.91		13.10	22,473.71
10-5155-30-00	SUTA Expense	7,038.00		7,038.00	95.19	42.47		1.35	6,942.81
10-5160-30-00	Health Insurance	107,116.00		107,116.00	16,902.66	10,415.60		15.78	90,213.34
10-5165-30-00	Dental Insurance	6,257.00		6,257.00	679.90	485.64		10.87	5,577.10
10-5170-30-00	Life Insurance/AD&D	6,302.00		6,302.00	735.28	525.20		11.67	5,566.72
10-5171-30-00	Life Insurance-Supplemental	8,000.00		8,000.00	7,920.00			99.00	80.00
10-5175-30-00	Liability (TML) Workers Comp	35,184.00		35,184.00	30,801.84			87.55	4,382.16
10-5180-30-00	TMRS Expense	206,677.00		206,677.00	25,802.83	14,393.68		12.49	180,874.17
10-5185-30-00	Long Term/Short Term Disabilit	2,945.00		2,945.00				-	2,945.00
10-5186-30-00	WELLE-Wellness Prog Reimb Empl	9,000.00		9,000.00	1,017.00	705.00		11.30	7,983.00
10-5190-30-00	Contract Labor	720.00		720.00				-	720.00
10-5194-30-00	FD Annual Phy & Screening	20,000.00		20,000.00	339.50			1.70	19,660.50
10-5210-30-00	Office Supplies	4,598.00		4,598.00	267.63			5.82	4,330.37
10-5212-30-00	Building Supplies	4,000.00		4,000.00	189.10	189.10		4.73	3,810.90
10-5230-30-00	Dues,Fees,& Subscriptions	4,800.00		4,800.00	3,604.68	771.00		75.10	1,195.32
10-5240-30-00	Postage and Delivery	250.00		250.00	9.69	9.69		3.88	240.31

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		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>Encumbrances</u>		<u>Budget</u>
10-5250-30-00	Publications	350.00		350.00				-	350.00
10-5280-30-00	Printing and Reproduction	1,200.00		1,200.00	403.95	210.95		33.66	796.05
10-5320-30-00	Repairs & Maintenance	6,500.00		6,500.00	404.71	196.72		6.23	6,095.29
10-5335-30-00	Radio/Video Repairs	14,700.00		14,700.00	1,035.87	1,035.87		7.05	13,664.13
10-5340-30-00	Building Repairs	14,700.00		14,700.00	5,472.17	5,337.17		37.23	9,227.83
10-5350-30-00	Vehicle Expense	35,000.00		35,000.00	660.38	43.32		1.89	34,339.62
10-5352-30-00	Fuel	35,000.00		35,000.00	3,387.40	3,387.40		9.68	31,612.60
10-5400-30-00	Uniform Expense	43,824.00		43,824.00	109.99	109.99		0.25	43,714.01
10-5410-30-00	Professional Services	7,500.00		7,500.00				-	7,500.00
10-5418-30-00	IT Fees	7,500.00		7,500.00				-	7,500.00
10-5430-30-00	Legal Fees	2,000.00		2,000.00				-	2,000.00
10-5440-30-00	EMS	96,000.00		96,000.00	8,805.02	7,025.33	39,363.05	9.17	47,831.93
10-5445-30-00	Emergency Management Expense	27,100.00		27,100.00	11,300.00	4,000.00		41.70	15,800.00
10-5480-30-00	Contracted Services	6,530.00		6,530.00	60.00	60.00		0.92	6,470.00
10-5520-30-00	Telephones	20,500.00		20,500.00	1,055.12	568.71	5,018.83	5.15	14,426.05
10-5524-30-00	Gas - Building	7,000.00		7,000.00	162.29	162.29		2.32	6,837.71
10-5525-30-00	Electricity	22,000.00		22,000.00	1,715.52	1,580.28		7.80	20,284.48
10-5526-30-00	Data Network	12,442.00		12,442.00	2,955.87	1,674.35		23.76	9,486.13
10-5530-30-00	Travel/Lodging/Meals Expense	3,000.00		3,000.00	849.30	849.30		28.31	2,150.70
10-5533-30-00	Mileage Expense	1,500.00		1,500.00	116.38	116.38		7.76	1,383.62
10-5536-30-00	Training/Seminars	18,000.00		18,000.00	3,289.94	314.94		18.28	14,710.06
10-5610-30-00	Fire Fighting Equipment	18,000.00		18,000.00	406.83	406.83		2.26	17,593.17
10-5630-30-00	Safety Equipment	25,000.00		25,000.00				-	25,000.00
	Subtotal object - 0	3,380,104.00		3,380,104.00	393,001.50	199,538.26	44,381.88	11.63	2,942,720.62
Program number:		3,380,104.00		3,380,104.00	393,001.50	199,538.26	44,381.88	11.63	2,942,720.62
Department number: 30	Fire/EMS	3,380,104.00		3,380,104.00	393,001.50	199,538.26	44,381.88	11.63	2,942,720.62
10-5110-35-00	Salaries & Wages	86,828.00		86,828.00	12,387.84	6,553.60		14.27	74,440.16
10-5115-35-00	Salaries - Overtime	1,200.00		1,200.00	125.35	125.35		10.45	1,074.65
10-5126-35-00	Salaries-Vacation Buy-Out	1,199.00		1,199.00				-	1,199.00
10-5140-35-00	Salaries - Longevity Pay	635.00		635.00	630.00	630.00		99.21	5.00
10-5143-35-00	Cell Phone Allowance	1,080.00		1,080.00	90.00	90.00		8.33	990.00
10-5145-35-00	Social Security Expense	5,602.00		5,602.00	740.47	406.99		13.22	4,861.53
10-5150-35-00	Medicare Expense	1,310.00		1,310.00	173.17	95.18		13.22	1,136.83
10-5155-35-00	SUTA Expense	207.00		207.00				-	207.00
10-5160-35-00	Health Insurance	6,608.00		6,608.00	580.38	380.11		8.78	6,027.62
10-5165-35-00	Dental Insurance	313.00		313.00	29.63	19.41		9.47	283.37
10-5170-35-00	Life Insurance/AD&D	315.00		315.00	30.43	19.93		9.66	284.57
10-5175-35-00	Liability (TML) Workers' Comp	1,787.00		1,787.00	1,564.43			87.55	222.57
10-5180-35-00	TMRS Expense	10,469.00		10,469.00	1,421.25	794.65		13.58	9,047.75
10-5185-35-00	Long Term/Short Term Disabilit	194.00		194.00				-	194.00
10-5186-35-00	WELLE-Wellness Prog Reimb Empl	600.00		600.00				-	600.00
10-5193-35-00	Records Retention	250.00		250.00				-	250.00
10-5194-35-00	FD Annual Phy & Screening	651.00		651.00				-	651.00
10-5210-35-00	Supplies	300.00		300.00				-	300.00
10-5215-35-00	Ammunition	1,000.00		1,000.00				-	1,000.00
10-5220-35-00	Office Equipment	200.00		200.00				-	200.00
10-5230-35-00	Dues,Fees,& Subscriptions	600.00		600.00				-	600.00
10-5240-35-00	Postage and Delivery	60.00		60.00	5.75	5.75		9.58	54.25

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
10-5250-35-00	Publications	550.00		550.00				-	550.00
10-5260-35-00	Advertising	2,000.00		2,000.00				-	2,000.00
10-5280-35-00	Printing and Reproduction	500.00		500.00				-	500.00
10-5350-35-00	Vehicle Expense	800.00		800.00				-	800.00
10-5352-35-00	Fuel	2,000.00		2,000.00	465.17	465.17		23.26	1,534.83
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				-	1,050.00
10-5418-35-00	IT Fees	200.00		200.00				-	200.00
10-5430-35-00	Legal Fees	5,000.00		5,000.00				-	5,000.00
10-5480-35-00	Contracted Services	2,000.00		2,000.00				-	2,000.00
10-5520-35-00	Telephones	1,200.00		1,200.00				-	1,200.00
10-5526-35-00	Data Network	800.00		800.00	37.99	37.99		4.75	762.01
10-5530-35-00	Travel/Lodging/Meals Expense	500.00		500.00				-	500.00
10-5536-35-00	Training/Seminars	3,200.00		3,200.00	95.00	95.00		2.97	3,105.00
10-5620-35-00	Tools & Equipment	200.00		200.00				-	200.00
10-5630-35-00	Safety Equipment	1,000.00		1,000.00				-	1,000.00
10-5640-35-00	Signs & Hardware	1,250.00		1,250.00				-	1,250.00
	Subtotal object - 0	144,158.00		144,158.00	18,376.86	9,719.13		12.75	125,781.14
Program number:		144,158.00		144,158.00	18,376.86	9,719.13		12.75	125,781.14
Department number: 35	Fire Marshal	144,158.00		144,158.00	18,376.86	9,719.13		12.75	125,781.14
10-5110-40-00	Salaries & Wages	96,351.00		96,351.00	14,787.68	7,918.40		15.35	81,563.32
10-5115-40-00	Salaries - Overtime	7,629.00		7,629.00	679.28	187.25		8.90	6,949.72
10-5126-40-00	Salaries-Vacation Buy-Out	909.00		909.00				-	909.00
10-5140-40-00	Salaries - Longevity Pay	1,120.00		1,120.00	1,120.00	1,120.00		100.00	
10-5145-40-00	Social Security Expense	6,174.00		6,174.00	995.43	548.51		16.12	5,178.57
10-5150-40-00	Medicare Expense	1,444.00		1,444.00	232.80	128.29		16.12	1,211.20
10-5155-40-00	SUTA Expense	414.00		414.00				-	414.00
10-5160-40-00	Health Insurance	8,724.00		8,724.00	1,523.12	873.66		17.46	7,200.88
10-5165-40-00	Dental Insurance	626.00		626.00	71.57	51.12		11.43	554.43
10-5170-40-00	Life Insurance/AD&D	189.00		189.00	22.06	15.76		11.67	166.94
10-5175-40-00	Liability (TML) Workers Comp	646.00		646.00	565.54			87.55	80.46
10-5180-40-00	TMRS Expense	11,539.00		11,539.00	1,786.71	994.60		15.48	9,752.29
10-5185-40-00	Long Term/Short Term Disabilit	220.00		220.00				-	220.00
10-5186-40-00	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	49.00	35.00		4.08	1,151.00
10-5210-40-00	Office Supplies	600.00		600.00				-	600.00
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	14,000.00		14,000.00	2,999.00	2,999.00		21.42	11,001.00
10-5320-40-00	Repairs & Maintenance	4,000.00		4,000.00				-	4,000.00
10-5321-40-00	Signal Light Repairs	6,400.00		6,400.00				-	6,400.00
10-5340-40-00	Building Repairs	2,500.00		2,500.00	805.39	748.03		32.22	1,694.61
10-5350-40-00	Vehicle Expense	6,500.00		6,500.00	25.10			0.39	6,474.90
10-5352-40-00	Fuel	10,100.00		10,100.00	451.81	451.81		4.47	9,648.19
10-5353-40-00	Oil/Grease/Inspections	800.00		800.00				-	800.00
10-5400-40-00	Uniform Expense	3,500.00		3,500.00	239.92			6.86	3,260.08
10-5480-40-00	Contracted Services	23,200.00		23,200.00			49,500.00	-	(26,300.00)
10-5520-40-00	Telephones	1,300.00		1,300.00	86.38	86.38		6.65	1,213.62
10-5521-40-00	Cell Phone Expense	1,000.00		1,000.00				-	1,000.00

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
10-5525-40-00	Electricity	100,000.00		100,000.00	15,074.90	4,960.04		15.08	84,925.10
10-5526-40-00	Data Network				7.32	7.32		-	(7.32)
10-5530-40-00	Travel/Lodging/Meals Expense	800.00		800.00				-	800.00
10-5536-40-00	Training/Seminars	800.00		800.00				-	800.00
10-5620-40-00	Tools & Equipment	3,000.00		3,000.00	116.92	116.92		3.90	2,883.08
10-5630-40-00	Safety Equipment	2,000.00		2,000.00				-	2,000.00
10-5640-40-00	Signs & Hardware	25,000.00		25,000.00	2,476.28	2,037.70		9.91	22,523.72
10-5650-40-00	Maintenance Materials	106,000.00		106,000.00	889.84	269.84		0.84	105,110.16
	Subtotal object - 0	448,935.00		448,935.00	45,006.05	23,549.63	49,500.00	10.03	354,428.95
Program number:		448,935.00		448,935.00	45,006.05	23,549.63	49,500.00	10.03	354,428.95
Department number: 40	Streets	448,935.00		448,935.00	45,006.05	23,549.63	49,500.00	10.03	354,428.95
10-5110-45-00	Salaries & Wages	103,324.00		103,324.00	13,622.18	6,657.31		13.18	89,701.82
10-5126-45-00	Salaries-Vacation Buy-Out	216.00		216.00				-	216.00
10-5145-45-00	Social Security Expense	6,419.00		6,419.00	844.79	412.96		13.16	5,574.21
10-5150-45-00	Medicare Expense	1,501.00		1,501.00	197.57	96.59		13.16	1,303.43
10-5155-45-00	SUTA Expense	828.00		828.00	79.49	31.59		9.60	748.51
10-5165-45-00	Dental Insurance	313.00		313.00	35.78	25.56		11.43	277.22
10-5170-45-00	Life Insurance	95.00		95.00	11.03	7.88		11.61	83.97
10-5175-45-00	Liability (TML)/Workers' Comp	265.00		265.00	231.99			87.54	33.01
10-5180-45-00	TMRS Expense	11,998.00		11,998.00	976.22	455.51		8.14	11,021.78
10-5185-45-00	Long Term/Short Term Disabilit	106.00		106.00				-	106.00
10-5210-45-00	Supplies	4,800.00		4,800.00	1,613.68	377.10		33.62	3,186.32
10-5212-45-00	Building Supplies	500.00		500.00				-	500.00
10-5220-45-00	Office Equipment	3,000.00		3,000.00				-	3,000.00
10-5230-45-00	Dues,Fees,& Subscriptions	7,600.00		7,600.00	3,925.18	530.50		51.65	3,674.82
10-5240-45-00	Postage and Delivery	400.00		400.00				-	400.00
10-5250-45-00	Publications	500.00		500.00				-	500.00
10-5281-45-00	Book Purchases	15,000.00		15,000.00	3,042.67	1,835.12		20.28	11,957.33
10-5400-45-00	Uniform Expense				121.00	121.00		-	(121.00)
10-5418-45-00	IT Fees	1,875.00		1,875.00				-	1,875.00
10-5480-45-00	Contracted Services	5,652.00		5,652.00				-	5,652.00
10-5520-45-00	Telephones	500.00		500.00	71.59	71.59		14.32	428.41
10-5525-45-00	Electricity	5,500.00		5,500.00				-	5,500.00
10-5530-45-00	Travel	1,700.00		1,700.00				-	1,700.00
10-5533-45-00	Mileage Expense	1,000.00		1,000.00	64.50	64.50		6.45	935.50
10-5536-45-00	Training/Seminars	1,500.00		1,500.00				-	1,500.00
10-5600-45-00	Special Events	600.00		600.00	224.91	224.91		37.49	375.09
	Subtotal object - 0	175,192.00		175,192.00	25,062.58	10,912.12		14.31	150,129.42
Program number:		175,192.00		175,192.00	25,062.58	10,912.12		14.31	150,129.42
Department number: 45	Public Library	175,192.00		175,192.00	25,062.58	10,912.12		14.31	150,129.42
10-5210-60-00	Supplies					8.49		-	
	Subtotal object - 0					8.49		-	
Program number:						8.49		-	
10-5110-60-01	Salaries & Wages	171,802.00		171,802.00	20,592.53	10,916.04		11.99	151,209.47
10-5126-60-01	Salaries-Vacation Buy-Out	1,077.00		1,077.00				-	1,077.00
10-5140-60-01	Salaries - Longevity Pay	185.00		185.00	175.00	175.00		94.60	10.00
10-5145-60-01	Social Security Expense	10,767.00		10,767.00	1,250.60	661.29		11.62	9,516.40
10-5150-60-01	Medicare Expense	2,518.00		2,518.00	292.48	154.66		11.62	2,225.52

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
10-5155-60-01	SUTA Expense	569.00		569.00				-	569.00
10-5160-60-01	Health Insurance	18,085.00		18,085.00	2,036.98	1,240.70		11.26	16,048.02
10-5165-60-01	Dental Insurance	896.00		896.00	71.57	51.12		7.99	824.43
10-5170-60-01	Life Insurance/AD&D	196.00		196.00	22.06	15.76		11.26	173.94
10-5175-60-01	Liability (TML) Workers Comp	906.00		906.00	793.16			87.55	112.84
10-5180-60-01	TMRS Expense	19,858.00		19,858.00	2,243.22	1,200.31		11.30	17,614.78
10-5185-60-01	Long Term/Short Term Disabilit	1,217.00		1,217.00				-	1,217.00
10-5186-60-01	WELLE-Wellness Prog Reimb Empl	600.00		600.00	119.00	85.00		19.83	481.00
10-5210-60-01	Office Supplies	2,375.00		2,375.00	124.22	115.73		5.23	2,250.78
10-5220-60-01	Office Equipment	8,162.00		8,162.00				-	8,162.00
10-5230-60-01	Dues,Fees,& Subscriptions	3,150.00		3,150.00	200.00	200.00		6.35	2,950.00
10-5310-60-01	Rental Expense				1,812.00			-	(1,812.00)
10-5320-60-01	Repairs & Maintenance						22,680.00	-	(22,680.00)
10-5400-60-01	Uniform Expense	300.00		300.00				-	300.00
10-5410-60-01	Professional Services				11,391.64	5,913.94	65,790.52	-	(77,182.16)
10-5418-60-01	IT Fees	3,100.00		3,100.00	629.00	629.00		20.29	2,471.00
10-5430-60-01	Legal Fees	5,000.00		5,000.00				-	5,000.00
10-5520-60-01	Telephones	5,900.00		5,900.00	736.42	736.42		12.48	5,163.58
10-5526-60-01	Data Network	1,700.00		1,700.00	84.48			4.97	1,615.52
10-5530-60-01	Travel/Lodging/Meals Expense	3,800.00		3,800.00	23.80	13.49		0.63	3,776.20
10-5533-60-01	Mileage Expense	2,225.00		2,225.00	181.89	181.89		8.18	2,043.11
10-5536-60-01	Training/Seminars	7,350.00		7,350.00				-	7,350.00
10-5600-60-01	Special Events				1,985.40	1,985.40		-	(1,985.40)
	Subtotal object - 0	271,738.00		271,738.00	44,765.45	24,275.75	88,470.52	16.47	138,502.03
Program number: 1	Parks Administration	271,738.00		271,738.00	44,765.45	24,275.75	88,470.52	16.47	138,502.03
10-5110-60-02	Salaries & Wages	419,808.00		419,808.00	64,501.67	33,275.91		15.37	355,306.33
10-5115-60-02	Salaries - Overtime	13,477.00		13,477.00	2,016.74	433.67		14.96	11,460.26
10-5126-60-02	Salaries-Vacation Buy-Out	3,757.00		3,757.00	1,257.60	1,257.60		33.47	2,499.40
10-5140-60-02	Salaries - Longevity Pay	2,215.00		2,215.00	2,230.00	2,230.00		100.68	(15.00)
10-5145-60-02	Social Security Expense	26,621.00		26,621.00	4,089.04	2,128.63		15.36	22,531.96
10-5150-60-02	Medicare Expense	6,226.00		6,226.00	956.31	497.82		15.36	5,269.69
10-5155-60-02	SUTA Expense	2,277.00		2,277.00				-	2,277.00
10-5160-60-02	Health Insurance	64,707.00		64,707.00	10,472.55	6,194.68		16.19	54,234.45
10-5165-60-02	Dental Insurance	3,441.00		3,441.00	393.62	281.16		11.44	3,047.38
10-5170-60-02	Life Insurance/AD&D	1,040.00		1,040.00	132.38	94.56		12.73	907.62
10-5175-60-02	Liability (TML) Workers Comp	8,136.00		8,136.00	7,122.66			87.55	1,013.34
10-5180-60-02	TMRS Expense	49,755.00		49,755.00	7,554.83	4,022.34		15.18	42,200.17
10-5185-60-02	Long Term/Short Term Disabilit	834.00		834.00				-	834.00
10-5186-60-02	WELLE-Wellness Prog Reimb Empl	3,600.00		3,600.00	337.00	255.00		9.36	3,263.00
10-5212-60-02	Building Supplies	1,500.00		1,500.00				-	1,500.00
10-5310-60-02	Rental Expense	23,500.00		23,500.00	3,624.00	1,812.00	18,500.00	15.42	1,376.00
10-5320-60-02	Repairs & Maintenance	210,275.00		210,275.00	2,905.23	2,066.09		1.38	207,369.77
10-5350-60-02	Vehicle Expense	6,000.00		6,000.00	1,303.00	1,303.00		21.72	4,697.00
10-5352-60-02	Fuel	17,000.00		17,000.00	2,953.88	2,953.88		17.38	14,046.12
10-5353-60-02	Oil/Grease/Inspections	3,300.00		3,300.00	8.80			0.27	3,291.20
10-5400-60-02	Uniform Expense	5,400.00		5,400.00				-	5,400.00
10-5480-60-02	Contracted Services	178,300.00		178,300.00	23,332.54	22,795.50	23,573.00	13.09	131,394.46
10-5525-60-02	Electricity	96,000.00		96,000.00	13,949.34	1,479.29		14.53	82,050.66

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<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>Encumbrances</u>		<u>Budget</u>
10-5620-60-02	Tools & Equipment	4,725.00		4,725.00	419.90	419.90		8.89	4,305.10
10-5630-60-02	Safety Equipment	1,600.00		1,600.00				-	1,600.00
10-5640-60-02	Signs & Hardware	2,800.00		2,800.00				-	2,800.00
	Subtotal object - 0	1,156,294.00		1,156,294.00	149,561.09	83,501.03	42,073.00	12.94	964,659.91
Program number: 2	Parks Maintenance	1,156,294.00		1,156,294.00	149,561.09	83,501.03	42,073.00	12.94	964,659.91
10-5110-60-03	Salaries & Wages	42,787.00		42,787.00				-	42,787.00
10-5126-60-03	Salaries-Vacation Buy-Out	404.00		404.00				-	404.00
10-5145-60-03	Social Security Expense	2,678.00		2,678.00				-	2,678.00
10-5150-60-03	Medicare Expense	626.00		626.00				-	626.00
10-5155-60-03	SUTA Expense	207.00		207.00				-	207.00
10-5170-60-03	Life Insurance/AD&D	95.00		95.00				-	95.00
10-5175-60-03	Liability (TML) Workers Comp	107.00		107.00	93.67			87.54	13.33
10-5180-60-03	TMRS Expense	5,005.00		5,005.00				-	5,005.00
10-5185-60-03	Long Term/Short Term Disabilit	101.00		101.00				-	101.00
10-5240-60-03	Postage and Delivery	6,875.00		6,875.00	12.65	12.65		0.18	6,862.35
10-5260-60-03	Advertising	2,000.00		2,000.00				-	2,000.00
10-5280-60-03	Printing and Reproduction	5,850.00		5,850.00	52.96			0.91	5,797.04
10-5475-60-03	Credit Card Fees				250.30	190.85		-	(250.30)
10-5600-60-03	Special Events	19,200.00		19,200.00	3,175.52	3,124.58		16.54	16,024.48
10-5995-60-03	Recreation Activities	23,500.00		23,500.00	747.40	377.00		3.18	22,752.60
	Subtotal object - 0	109,435.00		109,435.00	4,332.50	3,705.08		3.96	105,102.50
Program number: 3	Recreation	109,435.00		109,435.00	4,332.50	3,705.08		3.96	105,102.50
Department number: 60	Parks and Recreation	1,537,467.00		1,537,467.00	198,659.04	111,490.35	130,543.52	12.92	1,208,264.44
10-5110-70-00	Salaries & Wages	97,779.00		97,779.00	11,742.20	6,357.34		12.01	86,036.80
10-5115-70-00	Salaries - Overtime	251.00		251.00				-	251.00
10-5126-70-00	Salaries-Vacation Buy-Out	898.00		898.00				-	898.00
10-5127-70-00	Salaries-Certification Pay	9,000.00	(9,000.00)					-	
10-5128-70-00	Language Pay	900.00		900.00	100.00	100.00		11.11	800.00
10-5140-70-00	Salaries - Longevity Pay	70.00		70.00	70.00	70.00		100.00	
10-5145-70-00	Social Security Expense	6,122.00		6,122.00	703.33	379.72		11.49	5,418.67
10-5150-70-00	Medicare Expense	1,431.00		1,431.00	164.50	88.82		11.50	1,266.50
10-5155-70-00	SUTA Expense	414.00		414.00	10.91	10.91		2.64	403.09
10-5160-70-00	Health Insurance	8,157.00		8,157.00	976.66	554.76		11.97	7,180.34
10-5165-70-00	Dental Insurance	313.00		313.00	35.78	25.56		11.43	277.22
10-5170-70-00	Life Insurance/AD&D	95.00		95.00	11.03	7.88		11.61	83.97
10-5175-70-00	Liability (TML) Workers Comp	238.00		238.00	208.36			87.55	29.64
10-5180-70-00	TMRS Expense	11,443.00		11,443.00	1,276.14	695.66		11.15	10,166.86
10-5185-70-00	Long Term/Short Term Disabilit	181.00		181.00				-	181.00
10-5186-70-00	WELLE-Wellness Prog Reimb Empl				70.00	50.00		-	(70.00)
10-5190-70-00	Contract Labor	4,800.00		4,800.00	800.00	300.00		16.67	4,000.00
10-5210-70-00	Office Supplies	1,500.00		1,500.00	344.80			22.99	1,155.20
10-5212-70-00	Building Supplies	1,500.00		1,500.00	405.83	98.00		27.06	1,094.17
10-5220-70-00	Office Equipment	4,970.00		4,970.00	1,790.00	1,790.00		36.02	3,180.00
10-5230-70-00	Dues,Fees,& Subscriptions	100.00		100.00				-	100.00
10-5240-70-00	Postage and Delivery	1,200.00		1,200.00	100.00	100.00		8.33	1,100.00
10-5250-70-00	Publications	100.00		100.00				-	100.00
10-5280-70-00	Printing and Reproduction	700.00		700.00				-	700.00
10-5310-70-00	Rental Expense	25,400.00		25,400.00	5,986.53	1,995.51		23.57	19,413.47

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
10-5320-70-00	Repairs & Maintenance						60.00	-	(60.00)
10-5418-70-00	IT Fees	500.00		500.00				-	500.00
10-5420-70-00	Municipal Court/Judge Fees	10,000.00		10,000.00	2,000.00	800.00		20.00	8,000.00
10-5425-70-00	State Fines Expense				36.00			-	(36.00)
10-5430-70-00	Legal Fees	20,000.00		20,000.00				-	20,000.00
10-5480-70-00	Contracted Services	360.00		360.00	30.00	30.00		8.33	330.00
10-5520-70-00	Telephones	300.00		300.00	250.20	125.10		83.40	49.80
10-5524-70-00	Gas-Building	900.00		900.00	85.79	44.77		9.53	814.21
10-5525-70-00	Electricity	2,000.00		2,000.00	87.40			4.37	1,912.60
10-5530-70-00	Travel/Lodging/Meals Expense	500.00		500.00				-	500.00
10-5533-70-00	Mileage Expense	500.00		500.00				-	500.00
10-5536-70-00	Training/Seminars	500.00		500.00				-	500.00
	Subtotal object - 0	213,122.00	(9,000.00)	204,122.00	27,285.46	13,624.03	60.00	13.37	176,776.54
Program number:		213,122.00	(9,000.00)	204,122.00	27,285.46	13,624.03	60.00	13.37	176,776.54
Department number: 70	Municipal Court	213,122.00	(9,000.00)	204,122.00	27,285.46	13,624.03	60.00	13.37	176,776.54
10-5110-80-00	Salaries & Wages	545,258.00	(25,000.00)	520,258.00	50,266.47	23,881.25		9.66	469,991.53
10-5115-80-00	Salaries - Overtime	13,354.00		13,354.00	8,499.34	7,394.00		63.65	4,854.66
10-5126-80-00	Salaries-Vacation Buy-Out	3,938.00		3,938.00				-	3,938.00
10-5140-80-00	Salaries - Longevity Pay	1,280.00		1,280.00	755.00	755.00		58.98	525.00
10-5145-80-00	Social Security Expense	34,241.00		34,241.00	3,402.29	1,786.00		9.94	30,838.71
10-5150-80-00	Medicare Expense	8,009.00		8,009.00	795.71	417.70		9.94	7,213.29
10-5155-80-00	SUTA Expense	2,173.00		2,173.00	122.87	85.00		5.65	2,050.13
10-5160-80-00	Health Insurance	62,016.00		62,016.00	3,924.60	2,639.14		6.33	58,091.40
10-5165-80-00	Dental Insurance	3,043.00		3,043.00	231.08	159.51		7.59	2,811.92
10-5170-80-00	Life Insurance/AD&D	890.00		890.00	83.37	57.55		9.37	806.63
10-5175-80-00	Liability (TML) Workers Comp	3,669.00		3,669.00	3,212.03			87.55	456.97
10-5180-80-00	TMRS Expense	63,498.00		63,498.00	6,399.93	3,443.79		10.08	57,098.07
10-5185-80-00	Long Term/Short Term Disabilit	2,664.00		2,664.00				-	2,664.00
10-5186-80-00	WELLE-Wellness Prog Reimb Empl	1,800.00		1,800.00	69.00	35.00		3.83	1,731.00
10-5190-80-00	Contract Labor	3,120.00		3,120.00	240.00	60.00		7.69	2,880.00
10-5210-80-00	Office Supplies	7,150.00		7,150.00	453.03	355.56		6.34	6,696.97
10-5212-80-00	Building Supplies	500.00		500.00	170.08	170.08		34.02	329.92
10-5220-80-00	Office Equipment	8,204.00		8,204.00				-	8,204.00
10-5230-80-00	Dues,Fees,& Subscriptions	96,450.00		96,450.00	13,749.95	10,259.95	2,000.00	14.26	80,700.05
10-5240-80-00	Postage and Delivery	50.00		50.00				-	50.00
10-5250-80-00	Publications	6,237.00		6,237.00				-	6,237.00
10-5280-80-00	Printing and Reproduction	2,000.00		2,000.00	9.50			0.48	1,990.50
10-5340-80-00	Building Repairs	2,000.00		2,000.00				-	2,000.00
10-5350-80-00	Vehicle Expense	3,000.00		3,000.00				-	3,000.00
10-5352-80-00	Fuel	9,600.00		9,600.00	904.52	904.52		9.42	8,695.48
10-5353-80-00	Oil/Grease/Inspections	1,000.00		1,000.00	287.43	287.43		28.74	712.57
10-5400-80-00	Uniform Expense	3,020.00		3,020.00				-	3,020.00
10-5410-80-00	Professional Services		25,000.00	25,000.00				-	25,000.00
10-5418-80-00	IT Fees	4,000.00		4,000.00			5,000.00	-	(1,000.00)
10-5430-80-00	Legal Fees	3,250.00		3,250.00				-	3,250.00
10-5465-80-00	Public Relations	500.00		500.00				-	500.00
10-5480-80-00	Contracted Services	780.00		780.00	2,988.00	792.00		383.08	(2,208.00)
10-5520-80-00	Telephones	4,380.00		4,380.00	182.87	182.87		4.18	4,197.13

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
10-5521-80-00	Cell Phone Expense	1,200.00		1,200.00				-	1,200.00
10-5525-80-00	Electricity	6,500.00		6,500.00	473.10			7.28	6,026.90
10-5526-80-00	Data Network	4,000.00		4,000.00	363.83	363.83		9.10	3,636.17
10-5530-80-00	Travel/Lodging/Meals Expense	7,850.00		7,850.00				-	7,850.00
10-5533-80-00	Mileage Expense	3,000.00		3,000.00				-	3,000.00
10-5536-80-00	Training/Seminars	13,453.00		13,453.00				-	13,453.00
10-5620-80-00	Tools & Equipment	660.00		660.00				-	660.00
10-5630-80-00	Safety Equipment	920.00		920.00				-	920.00
10-6160-80-00	Capital Expenditure - Vehicles	14,560.00		14,560.00				-	14,560.00
	Subtotal object - 0	953,217.00		953,217.00	97,584.00	54,030.18	7,000.00	10.24	848,633.00
Program number:		953,217.00		953,217.00	97,584.00	54,030.18	7,000.00	10.24	848,633.00
Department number: 80	Inspections	953,217.00		953,217.00	97,584.00	54,030.18	7,000.00	10.24	848,633.00
10-5110-85-00	Salaries & Wages	49,433.00		49,433.00	7,052.81	3,731.20		14.27	42,380.19
10-5115-85-00	Salaries - Overtime	828.00		828.00	35.17	35.17		4.25	792.83
10-5126-85-00	Salaries-Vacation Buy-Out	455.00		455.00				-	455.00
10-5140-85-00	Salaries - Longevity Pay	270.00		270.00	265.00	265.00		98.15	5.00
10-5145-85-00	Social Security Expense	3,147.00		3,147.00	440.99	239.37		14.01	2,706.01
10-5150-85-00	Medicare Expense	736.00		736.00	103.14	55.98		14.01	632.86
10-5155-85-00	SUTA Expense	207.00		207.00				-	207.00
10-5160-85-00	Health Insurance	3,547.00		3,547.00	343.78	245.56		9.69	3,203.22
10-5165-85-00	Dental Insurance	313.00		313.00	35.78	25.56		11.43	277.22
10-5170-85-00	Life Insurance/AD&D	95.00		95.00	11.03	7.88		11.61	83.97
10-5175-85-00	Liability (TML) Workers' Comp	309.00		309.00	270.51			87.54	38.49
10-5180-85-00	TMRS Expense	5,882.00		5,882.00	789.72	432.97		13.43	5,092.28
10-5185-85-00	Long Term/Short Term Disabilit	111.00		111.00				-	111.00
10-5186-85-00	WELLE-Wellness Prog Reimb Empl	600.00		600.00				-	600.00
10-5210-85-00	Office Supplies	500.00		500.00				-	500.00
10-5230-85-00	Dues,Fees,& Subscriptions	300.00		300.00				-	300.00
10-5240-85-00	Postage and Delivery	400.00		400.00				-	400.00
10-5350-85-00	Vehicle Expense	500.00		500.00				-	500.00
10-5352-85-00	Fuel	1,800.00		1,800.00	80.77	80.77		4.49	1,719.23
10-5353-85-00	Oil/Grease/Inspections	100.00		100.00				-	100.00
10-5400-85-00	Uniform Expense	200.00		200.00				-	200.00
10-5430-85-00	Legal Fees	3,000.00		3,000.00				-	3,000.00
10-5435-85-00	Legal Notices/Filings	300.00		300.00				-	300.00
10-5480-85-00	Contracted Services	88,000.00		88,000.00	210.00	210.00		0.24	87,790.00
10-5520-85-00	Telephones	800.00		800.00	14.79	14.79		1.85	785.21
10-5526-85-00	Data Network				37.99	37.99		-	(37.99)
10-5536-85-00	Training/Seminars	800.00		800.00				-	800.00
10-5600-85-00	Special Events	500.00		500.00				-	500.00
10-5620-85-00	Tools & Equipment	250.00		250.00				-	250.00
10-5640-85-00	Signs & Hardware	1,200.00		1,200.00	418.20			34.85	781.80
	Subtotal object - 0	164,583.00		164,583.00	10,109.68	5,382.24		6.14	154,473.32
Program number:		164,583.00		164,583.00	10,109.68	5,382.24		6.14	154,473.32
Department number: 85	Code Enforcement	164,583.00		164,583.00	10,109.68	5,382.24		6.14	154,473.32
10-5110-90-00	Salaries & Wages	253,085.00		253,085.00	31,058.92	16,346.80		12.27	222,026.08
10-5115-90-00	Salaries - Overtime	169.00		169.00	256.62	196.86		151.85	(87.62)
10-5126-90-00	Salaries-Vacation Buy-Out	4,057.00		4,057.00	1,650.29	1,650.29		40.68	2,406.71

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
10-5140-90-00	Salaries - Longevity Pay	945.00		945.00	560.00	560.00		59.26	385.00
10-5143-90-00	Cell Phone Allowance				180.00	180.00		-	(180.00)
10-5145-90-00	Social Security Expense	15,952.00		15,952.00	1,941.77	1,082.95		12.17	14,010.23
10-5150-90-00	Medicare Expense	3,730.00		3,730.00	454.12	253.27		12.18	3,275.88
10-5155-90-00	SUTA Expense	776.00		776.00	52.58			6.78	723.42
10-5160-90-00	Health Insurance	24,690.00		24,690.00	3,580.54	2,134.16		14.50	21,109.46
10-5165-90-00	Dental Insurance	896.00		896.00	117.58	76.68		13.12	778.42
10-5170-90-00	Life Insurance/AD&D	325.00		325.00	52.36	37.40		16.11	272.64
10-5175-90-00	Liability (TML) Workers Comp	1,062.00		1,062.00	929.73			87.55	132.27
10-5180-90-00	TMRS Expense	29,532.00		29,532.00	3,635.05	2,044.24		12.31	25,896.95
10-5185-90-00	Long Term/Short Term Disabilit	1,435.00		1,435.00				-	1,435.00
10-5186-90-00	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	140.00	100.00		11.67	1,060.00
10-5190-90-00	Contract Labor	1,560.00		1,560.00	240.00	60.00		15.39	1,320.00
10-5210-90-00	Office Supplies	3,800.00		3,800.00	625.33	235.56	525.60	16.46	2,649.07
10-5220-90-00	Office Equipment	5,400.00		5,400.00	39.43			0.73	5,360.57
10-5230-90-00	Dues,Fees,& Subscriptions	5,040.00		5,040.00				-	5,040.00
10-5240-90-00	Postage and Delivery	200.00		200.00				-	200.00
10-5250-90-00	Publications	500.00		500.00				-	500.00
10-5280-90-00	Printing and Reproduction				43.97			-	(43.97)
10-5400-90-00	Uniform Expense	400.00		400.00	65.00			16.25	335.00
10-5410-90-00	Professional Services	81,730.00		81,730.00	8,000.00	8,000.00	25,633.00	9.79	48,097.00
10-5418-90-00	IT Fees	300.00		300.00				-	300.00
10-5430-90-00	Legal Fees	28,000.00		28,000.00			20,000.00	-	8,000.00
10-5435-90-00	Legal Notices/Filings	2,000.00		2,000.00	1,813.46	1,813.46		90.67	186.54
10-5520-90-00	Telephones	5,700.00		5,700.00	141.41	141.41		2.48	5,558.59
10-5521-90-00	Cell Phone Expense	1,500.00		1,500.00				-	1,500.00
10-5526-90-00	Data Network	8,250.00		8,250.00				-	8,250.00
10-5530-90-00	Travel/Lodging/Meals Expense	2,300.00		2,300.00	364.10	364.10		15.83	1,935.90
10-5533-90-00	Mileage Expense	1,750.00		1,750.00				-	1,750.00
10-5536-90-00	Training/Seminars	4,800.00		4,800.00	1,135.00	65.00		23.65	3,665.00
10-5640-90-00	Signs & Hardware	2,000.00		2,000.00				-	2,000.00
	Subtotal object - 0	493,084.00		493,084.00	57,077.26	35,342.18	46,158.60	11.58	389,848.14
Program number:		493,084.00		493,084.00	57,077.26	35,342.18	46,158.60	11.58	389,848.14
Department number: 90	Planning	493,084.00		493,084.00	57,077.26	35,342.18	46,158.60	11.58	389,848.14
10-5110-98-00	Salaries & Wages	462,199.00		462,199.00	67,188.08	35,444.60		14.54	395,010.92
10-5115-98-00	Salaries - Overtime				381.57	171.21		-	(381.57)
10-5126-98-00	Salaries-Vacation Buy-Out	5,280.00		5,280.00	3,957.72	3,957.72		74.96	1,322.28
10-5140-98-00	Salaries - Longevity Pay	790.00		790.00	780.00	780.00		98.73	10.00
10-5143-98-00	Cell Phone Allowance				90.00	90.00		-	(90.00)
10-5145-98-00	Social Security Expense	27,650.00		27,650.00	3,969.96	2,081.92		14.36	23,680.04
10-5150-98-00	Medicare Expense	6,793.00		6,793.00	973.86	532.31		14.34	5,819.14
10-5155-98-00	SUTA Expense	1,035.00		1,035.00				-	1,035.00
10-5160-98-00	Health Insurance	36,701.00		36,701.00	5,720.75	3,514.82		15.59	30,980.25
10-5165-98-00	Dental Insurance	1,251.00		1,251.00	178.92	127.80		14.30	1,072.08
10-5170-98-00	Life Insurance/AD&D	566.00		566.00	84.45	60.50		14.92	481.55
10-5175-98-00	Liability (TML) Workers Comp	1,896.00		1,896.00	1,659.85			87.55	236.15
10-5180-98-00	TMRS Expense	54,286.00		54,286.00	7,798.04	4,359.75		14.37	46,487.96
10-5185-98-00	Long Term/Short Term Disabilit	1,071.00		1,071.00				-	1,071.00

		Current	Current	Current	Current	Current		Percent YTD	Current
		Year	Year	Year	YTD	Month		%	Remaining
Account Number	Description	Adopted Budget	Amendments	Amended Budget	Actual	Actual	Encumbrances	%	Budget
10-5186-98-00	WELLE-Wellness Prog Reimb Empl	1,200.00		1,200.00	210.00	150.00		17.50	990.00
10-5210-98-00	Office Supplies	1,800.00		1,800.00	148.83	137.36		8.27	1,651.17
10-5212-98-00	Building Supplies	350.00		350.00				-	350.00
10-5230-98-00	Dues,Fees,& Subscriptions	1,700.00		1,700.00				-	1,700.00
10-5240-98-00	Postage and Delivery	100.00		100.00	11.19	11.19		11.19	88.81
10-5250-98-00	Publications	300.00		300.00				-	300.00
10-5350-98-00	Vehicle Expense	450.00		450.00				-	450.00
10-5352-98-00	Fuel	1,800.00		1,800.00				-	1,800.00
10-5400-98-00	Uniform Expense	100.00		100.00	151.95	151.95		151.95	(51.95)
10-5410-98-00	Professional Services	35,000.00		35,000.00				-	35,000.00
10-5418-98-00	IT Fees	250.00		250.00				-	250.00
10-5419-98-00	IT Licenses	35,320.00		35,320.00				-	35,320.00
10-5430-98-00	Legal Fees	6,000.00		6,000.00				-	6,000.00
10-5435-98-00	Legal Notices/Filings	2,000.00		2,000.00				-	2,000.00
10-5520-98-00	Telephones	5,000.00		5,000.00	203.67	203.67		4.07	4,796.33
10-5524-98-00	Gas-Building	1,600.00		1,600.00	102.94	61.92		6.43	1,497.06
10-5525-98-00	Electricity	700.00		700.00				-	700.00
10-5530-98-00	Travel/Lodging/Meals Expense	3,250.00		3,250.00	492.02	245.15		15.14	2,757.98
10-5533-98-00	Mileage Expense	1,500.00		1,500.00	299.53	299.53		19.97	1,200.47
10-5536-98-00	Training/Seminars	6,000.00		6,000.00	140.00	140.00		2.33	5,860.00
	Subtotal object - 0	703,938.00		703,938.00	94,543.33	52,521.40		13.43	609,394.67
Program number:		703,938.00		703,938.00	94,543.33	52,521.40		13.43	609,394.67
Department number: 98	Engineering	703,938.00		703,938.00	94,543.33	52,521.40		13.43	609,394.67
10-5176-99-00	TML Prop. & Liab. Insurance	100,000.00		100,000.00	83,659.38			83.66	16,340.62
10-5305-99-00	Chapt 380 Program Grant Exp	14,000.00		14,000.00	3,559.00	3,559.00		25.42	10,441.00
10-5418-99-00	IT Fees	71,821.00		71,821.00			10,519.00	-	61,302.00
10-5480-99-00	Contracted Services	3,600.00		3,600.00				-	3,600.00
10-6140-99-00	Capital Expenditure - Equipmen	136,438.00		136,438.00	22,739.66	8,805.49		16.67	113,698.34
10-6160-99-00	Capital Expenditure - Vehicles	262,260.00		262,260.00	43,710.00	21,855.08		16.67	218,550.00
10-7000-99-00	Contingency	50,000.00		50,000.00				-	50,000.00
10-7100-99-00	Operating Transfer Out	20,000.00		20,000.00				-	20,000.00
10-7144-99-00	Transfer to Bond Fund	972,000.00		972,000.00	162,000.00	81,000.00		16.67	810,000.00
	Subtotal object - 0	1,630,119.00		1,630,119.00	315,668.04	115,219.57	10,519.00	19.37	1,303,931.96
Program number:		1,630,119.00		1,630,119.00	315,668.04	115,219.57	10,519.00	19.37	1,303,931.96
Department number: 99	Non-departmental	1,630,119.00		1,630,119.00	315,668.04	115,219.57	10,519.00	19.37	1,303,931.96
	Expense Subtotal - - - - -	14,415,741.00		14,415,741.00	1,897,328.26	936,523.17	571,841.47	13.16	11,946,571.27
Fund number: 10	General	(90,293.00)		(90,293.00)	87,840.71	(125,731.01)	571,841.47	(97.28)	(749,975.18)
15-5410-10-00	Professional Services				7,500.00	700.00		-	(7,500.00)
	Subtotal object - 0				7,500.00	700.00		-	(7,500.00)
Program number:					7,500.00	700.00		-	(7,500.00)
Department number: 10	Administration				7,500.00	700.00		-	(7,500.00)
	Expense Subtotal - - - - -				7,500.00	700.00		-	(7,500.00)
Fund number: 15	TIRZ #1 - Blue Star				7,500.00	700.00		-	(7,500.00)
20-4005-50-00	Water Revenue	(5,605,000.00)		(5,605,000.00)	(989,946.04)	(422,682.98)		17.66	(4,615,053.96)
20-4010-50-00	Water Tap & Construction	(508,750.00)		(508,750.00)	(101,913.00)	(51,688.00)		20.03	(406,837.00)
20-4012-50-00	Saturday Inspection Fee	(4,000.00)		(4,000.00)	(750.00)	(150.00)		18.75	(3,250.00)
20-4018-50-00	Internet Cr. Card Fees(Global)	(18,000.00)		(18,000.00)	(3,731.65)	(1,832.31)		20.73	(14,268.35)
20-4019-50-00	Cr. Card Pmt Fees(auth.net)	(3,000.00)		(3,000.00)	(841.38)	(353.16)		28.05	(2,158.62)

		Current	Current	Current	Current	Current		Current	
		Year	Year	Year	YTD	Month		Percent YTD	
Account Number	Description	Adopted Budget	Amendments	Amended Budget	Actual	Actual	Encumbrances	%	
								Remaining	
								Budget	
20-4060-50-00	NSF Fees	(1,000.00)		(1,000.00)	(150.00)	(50.00)		15.00	(850.00)
20-4242-50-00	Re-Inspection Fees	(1,500.00)		(1,500.00)	(375.00)	(175.00)		25.00	(1,125.00)
20-4610-50-00	Interest Income	(70,000.00)		(70,000.00)	(2,511.37)	(878.47)		3.59	(67,488.63)
20-4910-50-00	Other Revenue	(70,000.00)		(70,000.00)	(17,983.54)	(6,247.21)		25.69	(52,016.46)
	Subtotal object - 0	(6,281,250.00)		(6,281,250.00)	(1,118,201.98)	(484,057.13)		17.80	(5,163,048.02)
Program number:		(6,281,250.00)		(6,281,250.00)	(1,118,201.98)	(484,057.13)		17.80	(5,163,048.02)
Department number: 50	Water	(6,281,250.00)		(6,281,250.00)	(1,118,201.98)	(484,057.13)		17.80	(5,163,048.02)
20-4006-55-00	Sewer Revenue	(2,777,000.00)		(2,777,000.00)	(438,816.16)	(219,445.49)		15.80	(2,338,183.84)
20-4010-55-00	Sewer Tap & Construction	(220,000.00)		(220,000.00)	(34,600.00)	(17,800.00)		15.73	(185,400.00)
	Subtotal object - 0	(2,997,000.00)		(2,997,000.00)	(473,416.16)	(237,245.49)		15.80	(2,523,583.84)
Program number:		(2,997,000.00)		(2,997,000.00)	(473,416.16)	(237,245.49)		15.80	(2,523,583.84)
Department number: 55	Sewer	(2,997,000.00)		(2,997,000.00)	(473,416.16)	(237,245.49)		15.80	(2,523,583.84)
20-4000-57-00	W/S Service Initiation	(57,043.00)		(57,043.00)	(8,350.00)	(3,930.00)		14.64	(48,693.00)
20-4007-57-00	Sanitation	(900,000.00)		(900,000.00)	(158,530.33)	(79,691.00)		17.61	(741,469.67)
20-4009-57-00	Late Fee-W/S	(60,000.00)		(60,000.00)	(19,580.20)	(6,501.85)		32.63	(40,419.80)
	Subtotal object - 0	(1,017,043.00)		(1,017,043.00)	(186,460.53)	(90,122.85)		18.33	(830,582.47)
Program number:		(1,017,043.00)		(1,017,043.00)	(186,460.53)	(90,122.85)		18.33	(830,582.47)
Department number: 57	Utility Billing Department	(1,017,043.00)		(1,017,043.00)	(186,460.53)	(90,122.85)		18.33	(830,582.47)
	Revenue Subtotal - - - - -	(10,295,293.00)		(10,295,293.00)	(1,778,078.67)	(811,425.47)		17.27	(8,517,214.33)
20-5176-00-00	TML-Prop & Liab Insurance	35,000.00		35,000.00	29,280.78			83.66	5,719.22
20-6140-00-00	Capital Expenditure - Equipmen	15,771.00		15,771.00	2,628.50	1,690.42		16.67	13,142.50
20-6160-00-00	Capital Expenditure - Vehicles	119,553.00		119,553.00	19,925.50	16,136.42		16.67	99,627.50
20-6186-00-00	2013 Bond Payment	387,600.00		387,600.00				-	387,600.00
20-6192-00-00	2011 Refd Bond Pmt	276,246.00		276,246.00				-	276,246.00
20-6193-00-00	2012 CO Bond Payment	145,020.00		145,020.00				-	145,020.00
20-6198-00-00	06 CO Bond Payment	491,197.00		491,197.00				-	491,197.00
20-6199-00-00	08 CO Bond Payment	119,894.00		119,894.00				-	119,894.00
20-6201-00-00	2014 GO Bond Payment	483,439.00		483,439.00				-	483,439.00
20-6202-00-00	2014 CO Bond Payment	926,350.00		926,350.00				-	926,350.00
20-7000-00-00	Contingency	50,000.00		50,000.00				-	50,000.00
20-7147-00-00	Transfer to GF	862,695.00		862,695.00	143,782.50	71,891.25		16.67	718,912.50
	Subtotal object - 0	3,912,765.00		3,912,765.00	195,617.28	89,718.09		5.00	3,717,147.72
Program number:		3,912,765.00		3,912,765.00	195,617.28	89,718.09		5.00	3,717,147.72
Department number:	Non departmental	3,912,765.00		3,912,765.00	195,617.28	89,718.09		5.00	3,717,147.72
20-5110-50-00	Salaries & Wages	630,968.00		630,968.00	83,228.38	43,717.68		13.19	547,739.62
20-5115-50-00	Salaries - Overtime	45,055.00		45,055.00	6,087.70	2,913.85		13.51	38,967.30
20-5126-50-00	Salaries-Vacation Buy-Out	4,459.00		4,459.00	972.40	972.40		21.81	3,486.60
20-5140-50-00	Salaries - Longevity Pay	2,165.00		2,165.00	2,050.00	2,050.00		94.69	115.00
20-5145-50-00	Social Security Expense	39,753.00		39,753.00	5,418.31	2,858.85		13.63	34,334.69
20-5150-50-00	Medicare Expense	9,300.00		9,300.00	1,267.20	668.61		13.63	8,032.80
20-5155-50-00	SUTA Expense	2,794.00		2,794.00	91.18	53.93		3.26	2,702.82
20-5160-50-00	Health Insurance	77,164.00		77,164.00	7,252.47	4,842.88		9.40	69,911.53
20-5165-50-00	Dental Insurance	3,981.00		3,981.00	419.18	306.72		10.53	3,561.82
20-5170-50-00	Life Insurance/AD&D	1,240.00		1,240.00	132.38	94.56		10.68	1,107.62
20-5175-50-00	Liability (TML) Workers' Comp	11,255.00		11,255.00	9,853.19			87.55	1,401.81
20-5180-50-00	TMRS Expense	74,858.00		74,858.00	9,688.04	5,294.54		12.94	65,169.96
20-5185-50-00	Long Term/Short Term Disabilit	3,429.00		3,429.00				-	3,429.00
20-5186-50-00	WELLE-Wellness Prog Reimb-Empl	3,600.00		3,600.00	308.00	220.00		8.56	3,292.00

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
20-5210-50-00	Office Supplies	3,100.00		3,100.00	295.20			9.52	2,804.80
20-5212-50-00	Building Supplies	1,550.00		1,550.00	198.80	198.80		12.83	1,351.20
20-5220-50-00	Office Equipment	11,004.00		11,004.00	1,375.38	369.23		12.50	9,628.62
20-5230-50-00	Dues,Fees,& Subscriptions	3,400.00		3,400.00				-	3,400.00
20-5240-50-00	Postage and Delivery	1,800.00		1,800.00				-	1,800.00
20-5250-50-00	Publications	50.00		50.00				-	50.00
20-5280-50-00	Printing and Reproduction	3,450.00		3,450.00				-	3,450.00
20-5310-50-00	Rental Expense	600.00		600.00				-	600.00
20-5320-50-00	Repairs & Maintenance	3,600.00		3,600.00				-	3,600.00
20-5340-50-00	Building Repairs	4,000.00		4,000.00	4,521.75	2,007.10		113.04	(521.75)
20-5350-50-00	Vehicle Expense	25,700.00		25,700.00	778.00	696.00		3.03	24,922.00
20-5352-50-00	Fuel	40,200.00		40,200.00	5,053.64	5,053.64		12.57	35,146.36
20-5353-50-00	Oil/Grease/Inspections	2,470.00		2,470.00				-	2,470.00
20-5400-50-00	Uniform Expense	14,600.00		14,600.00	1,158.65	105.00		7.94	13,441.35
20-5418-50-00	IT Fees	18,700.00		18,700.00	21,392.18	2,392.18	10,000.00	114.40	(12,692.18)
20-5419-50-00	IT Licenses	1,200.00		1,200.00				-	1,200.00
20-5430-50-00	Legal Fees	1,000.00		1,000.00				-	1,000.00
20-5435-50-00	Legal Notices/Filings	500.00		500.00				-	500.00
20-5475-50-00	Credit Card Fees	25,000.00		25,000.00	6,126.85	3,226.70		24.51	18,873.15
20-5480-50-00	Contracted Services	16,000.00		16,000.00	7,505.49	1,265.49	20,422.75	46.91	(11,928.24)
20-5520-50-00	Telephones	17,820.00		17,820.00	911.59	786.49		5.12	16,908.41
20-5521-50-00	Cell Phone Expense	2,160.00		2,160.00				-	2,160.00
20-5524-50-00	Gas-Building	2,570.00		2,570.00	41.02	41.02		1.60	2,528.98
20-5525-50-00	Electricity	150,000.00		150,000.00	34,275.12	16,927.98		22.85	115,724.88
20-5526-50-00	Data Network	4,000.00		4,000.00				-	4,000.00
20-5530-50-00	Travel/Lodging/Meals Expense	1,000.00		1,000.00				-	1,000.00
20-5533-50-00	Mileage Expense	1,000.00		1,000.00				-	1,000.00
20-5536-50-00	Training/Seminars	5,600.00		5,600.00	3,570.00	3,570.00		63.75	2,030.00
20-5540-50-00	Water Testing	1,500.00		1,500.00	390.52			26.04	1,109.48
20-5545-50-00	Meter Purchases	203,500.00		203,500.00	12,220.00		45,516.60	6.01	145,763.40
20-5550-50-00	Water Purchases	2,037,900.00		2,037,900.00	155,361.54	162,330.24		7.62	1,882,538.46
20-5620-50-00	Tools & Equipment	10,900.00		10,900.00	712.94	592.90		6.54	10,187.06
20-5630-50-00	Safety Equipment	7,700.00		7,700.00	848.98			11.03	6,851.02
20-5640-50-00	Signs & Hardware	800.00		800.00				-	800.00
20-5650-50-00	Maintenance Materials	12,400.00		12,400.00	976.42	976.42		7.87	11,423.58
20-5660-50-00	Chemical Supplies	1,000.00		1,000.00				-	1,000.00
20-5670-50-00	System Improvements/Repairs	78,950.00		78,950.00	9,657.68	1,997.75		12.23	69,292.32
20-6160-50-00	Capital Expenditure - Vehicles	60,000.00		60,000.00				-	60,000.00
20-6200-50-00	Bond Administrative Fees	3,000.00		3,000.00				-	3,000.00
20-7143-50-00	Transfer to Internal Serv. Fd	2,160.00		2,160.00	360.00	180.00		16.67	1,800.00
	Subtotal object - 0	3,691,905.00		3,691,905.00	394,500.18	266,710.96	75,939.35	10.69	3,221,465.47
Program number:		3,691,905.00		3,691,905.00	394,500.18	266,710.96	75,939.35	10.69	3,221,465.47
Department number: 50	Water	3,691,905.00		3,691,905.00	394,500.18	266,710.96	75,939.35	10.69	3,221,465.47
20-5110-55-00	Salaries & Wages	144,885.00		144,885.00	17,002.07	8,939.12		11.74	127,882.93
20-5115-55-00	Salaries - Overtime	7,279.00		7,279.00	808.19	328.43		11.10	6,470.81
20-5126-55-00	Salaries-Vacation Buy-Out	1,074.00		1,074.00				-	1,074.00
20-5140-55-00	Salaries - Longevity Pay	840.00		840.00	830.00	830.00		98.81	10.00
20-5145-55-00	Social Security Expense	9,175.00		9,175.00	1,085.14	575.82		11.83	8,089.86

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
20-5150-55-00	Medicare Expense	2,146.00		2,146.00	253.78	134.67		11.83	1,892.22
20-5155-55-00	SUTA Expense	776.00		776.00				-	776.00
20-5160-55-00	Health Insurance	19,699.00		19,699.00	1,526.77	1,019.12		7.75	18,172.23
20-5165-55-00	Dental Insurance	1,209.00		1,209.00	107.35	76.68		8.88	1,101.65
20-5170-55-00	Life Insurance/AD&D	320.00		320.00	33.10	23.64		10.34	286.90
20-5175-55-00	Liability (TML) Workers' Comp	3,311.00		3,311.00	2,898.61			87.55	412.39
20-5180-55-00	TMRS Expense	16,910.00		16,910.00	2,012.48	1,091.99		11.90	14,897.52
20-5185-55-00	Long Term/Short Term Disabilit	1,075.00		1,075.00				-	1,075.00
20-5186-55-00	WELLE-Wellness Prog Reimb-Empl	1,200.00		1,200.00	98.00	70.00		8.17	1,102.00
20-5210-55-00	Office Supplies	800.00		800.00				-	800.00
20-5212-55-00	Building Supplies	600.00		600.00				-	600.00
20-5220-55-00	Office Equipment	750.00		750.00				-	750.00
20-5230-55-00	Dues,Fees,& Subscriptions	1,550.00		1,550.00				-	1,550.00
20-5240-55-00	Postage and Delivery	200.00		200.00				-	200.00
20-5250-55-00	Publications	100.00		100.00				-	100.00
20-5310-55-00	Rental Expense	500.00		500.00				-	500.00
20-5320-55-00	Repairs & Maintenance	400.00		400.00				-	400.00
20-5335-55-00	Radio/Video Repairs	700.00		700.00				-	700.00
20-5340-55-00	Building Repairs	1,000.00		1,000.00	243.33	(95.54)		24.33	756.67
20-5350-55-00	Vehicle Expense	6,200.00		6,200.00	53.00	53.00		0.86	6,147.00
20-5352-55-00	Fuel	6,500.00		6,500.00	599.89	599.89		9.23	5,900.11
20-5353-55-00	Oil/Grease/Inspections	1,500.00		1,500.00				-	1,500.00
20-5400-55-00	Uniform Expense	8,600.00		8,600.00	353.95			4.12	8,246.05
20-5430-55-00	Legal Fees	500.00		500.00				-	500.00
20-5480-55-00	Contracted Services	21,000.00		21,000.00				-	21,000.00
20-5520-55-00	Telephones	3,560.00		3,560.00				-	3,560.00
20-5521-55-00	Cell Phone Expense	1,080.00		1,080.00				-	1,080.00
20-5524-55-00	Gas - Building	1,000.00		1,000.00				-	1,000.00
20-5525-55-00	Electricity	50,800.00		50,800.00	5,384.45	1,525.53		10.60	45,415.55
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	1,700.00		1,700.00				-	1,700.00
20-5540-55-00	Water Testing	500.00		500.00				-	500.00
20-5560-55-00	Sewer Management Fees	1,268,700.00		1,268,700.00	286,529.17	94,089.76		22.58	982,170.83
20-5620-55-00	Tools & Equipment	4,500.00		4,500.00				-	4,500.00
20-5630-55-00	Safety Equipment	4,600.00		4,600.00	332.49		6,261.18	7.23	(1,993.67)
20-5640-55-00	Signs & Hardware	1,000.00		1,000.00				-	1,000.00
20-5650-55-00	Maintenance Materials	1,000.00		1,000.00				-	1,000.00
20-5660-55-00	Chemical Supplies	1,000.00		1,000.00				-	1,000.00
20-5670-55-00	System Improvements/Repairs	12,000.00		12,000.00	1,033.50	1,033.50		8.61	10,966.50
20-5680-55-00	Lift Station Expense	30,900.00		30,900.00	23,995.30	22,935.30		77.66	6,904.70
20-6140-55-00	Capital Expenditure - Equipmt	75,000.00		75,000.00				-	75,000.00
	Subtotal object - 0	1,719,239.00		1,719,239.00	345,180.57	133,230.91	6,261.18	20.08	1,367,797.25
Program number:		1,719,239.00		1,719,239.00	345,180.57	133,230.91	6,261.18	20.08	1,367,797.25
Department number: 55	Sewer	1,719,239.00		1,719,239.00	345,180.57	133,230.91	6,261.18	20.08	1,367,797.25
20-5110-57-00	Salaries & Wages	106,969.00		106,969.00	14,895.64	8,054.46		13.93	92,073.36
20-5115-57-00	Salaries - Overtime	5,000.00		5,000.00	252.47	210.43		5.05	4,747.53
20-5140-57-00	Salaries - Longevity Pay	550.00		550.00	545.00	545.00		99.09	5.00

		Current	Current	Current	Current	Current		Percent YTD	Current
		Year	Year	Year	YTD	Month		%	Remaining
Account Number	Description	Adopted Budget	Amendments	Amended Budget	Actual	Actual	Encumbrances	%	Budget
20-5145-57-00	Social Security Expense	6,788.00		6,788.00	931.15	516.60		13.72	5,856.85
20-5150-57-00	Medicare Expense	1,588.00		1,588.00	217.75	120.80		13.71	1,370.25
20-5155-57-00	SUTA Expense	621.00		621.00	48.46	26.54		7.80	572.54
20-5160-57-00	Health Insurance	8,223.00		8,223.00	959.31	685.22		11.67	7,263.69
20-5165-57-00	Dental Insurance	626.00		626.00	71.57	51.12		11.43	554.43
20-5170-57-00	AD&D/Life Insurance	189.00		189.00	22.06	15.76		11.67	166.94
20-5175-57-00	Liability (TML) Workers' Comp	241.00		241.00	210.98			87.54	30.02
20-5180-57-00	TMRS Expense	12,686.00		12,686.00	1,474.21	833.01		11.62	11,211.79
20-5185-57-00	Long Term/Short Term Disabilit	185.00		185.00				-	185.00
20-5186-57-00	WELLE-Wellness Prog Reimb-Empl	1,200.00		1,200.00	140.00	100.00		11.67	1,060.00
20-5210-57-00	Office Supplies	1,600.00		1,600.00	194.95			12.18	1,405.05
20-5212-57-00	Building Supplies	800.00		800.00	246.53			30.82	553.47
20-5220-57-00	Office Equipment	2,000.00		2,000.00	433.00			21.65	1,567.00
20-5230-57-00	Dues,Fees,& Subscriptions	150.00		150.00				-	150.00
20-5240-57-00	Postage and Delivery	21,000.00		21,000.00	2,182.66	2,159.14		10.39	18,817.34
20-5280-57-00	Printing and Reproduction	1,000.00		1,000.00				-	1,000.00
20-5400-57-00	Uniform Expense	150.00		150.00				-	150.00
20-5418-57-00	IT Fees	8,000.00		8,000.00				-	8,000.00
20-5419-57-00	IT Licenses	10,000.00		10,000.00				-	10,000.00
20-5470-57-00	Trash Collection	820,000.00		820,000.00	73,146.43	73,146.43		8.92	746,853.57
20-5479-57-00	Household Haz. Waste Disposal	6,000.00		6,000.00	400.00	300.00		6.67	5,600.00
20-5480-57-00	Contracted Services	15,000.00		15,000.00	613.49	613.49		4.09	14,386.51
20-5520-57-00	Telephones	800.00		800.00				-	800.00
20-5530-57-00	Travel/Lodging/Meals Expense	300.00		300.00				-	300.00
20-5533-57-00	Mileage Expense	1,000.00		1,000.00				-	1,000.00
20-5536-57-00	Training/Seminars	900.00		900.00				-	900.00
	Subtotal object - 0	1,033,566.00		1,033,566.00	96,985.66	87,378.00		9.38	936,580.34
Program number:		1,033,566.00		1,033,566.00	96,985.66	87,378.00		9.38	936,580.34
Department number: 57	Utility Billing Department	1,033,566.00		1,033,566.00	96,985.66	87,378.00		9.38	936,580.34
	Expense Subtotal - - - - -	10,357,475.00		10,357,475.00	1,032,283.69	577,037.96	82,200.53	9.97	9,242,990.78
Fund number: 20	Water/Sewer	62,182.00		62,182.00	(745,794.98)	(234,387.51)	82,200.53	#####	725,776.45
30-4105-10-00	Property Taxes -Delinquent	(50,000.00)		(50,000.00)	(2,958.58)	(796.51)		5.92	(47,041.42)
30-4110-10-00	Property Taxes -Current	(2,870,065.00)		(2,870,065.00)	(237,272.32)	(170,880.79)		8.27	(2,632,792.68)
30-4115-10-00	Taxes -Penalties	(20,000.00)		(20,000.00)	1,510.68	126.91		(7.55)	(21,510.68)
30-4610-10-00	Interest Income	(15,000.00)		(15,000.00)	(2,476.16)	(1,266.80)		16.51	(12,523.84)
	Subtotal object - 0	(2,955,065.00)		(2,955,065.00)	(241,196.38)	(172,817.19)		8.16	(2,713,868.62)
Program number:		(2,955,065.00)		(2,955,065.00)	(241,196.38)	(172,817.19)		8.16	(2,713,868.62)
Department number: 10	Administrative	(2,955,065.00)		(2,955,065.00)	(241,196.38)	(172,817.19)		8.16	(2,713,868.62)
	Revenue Subtotal - - - - -	(2,955,065.00)		(2,955,065.00)	(241,196.38)	(172,817.19)		8.16	(2,713,868.62)
30-6186-10-00	2013 GO Ref Bond	287,200.00		287,200.00				-	287,200.00
30-6191-10-00	2010 Tax Note Payment	370,175.00		370,175.00				-	370,175.00
30-6192-10-00	2011 Ref Bond Pmt	176,616.00		176,616.00				-	176,616.00
30-6193-10-00	2012 GO Bond Payment	112,413.00		112,413.00				-	112,413.00
30-6198-10-00	2006 Bond Payment	453,413.00		453,413.00				-	453,413.00
30-6199-10-00	2008 CO Bond Payment	1,079,049.00		1,079,049.00				-	1,079,049.00
30-6200-10-00	Bond Administrative Fees	21,000.00		21,000.00	800.00	800.00		3.81	20,200.00
30-6201-10-00	2014 G.O. Bond Payment	370,199.00		370,199.00				-	370,199.00
	Subtotal object - 0	2,870,065.00		2,870,065.00	800.00	800.00		0.03	2,869,265.00

		Current	Current	Current	Current	Current		Current	
		Year	Year	Year	YTD	Month		Percent YTD	
Account Number	Description	Adopted Budget	Amendments	Amended Budget	Actual	Actual	Encumbrances	%	
								Remaining	
								Budget	
Program number:		2,870,065.00		2,870,065.00	800.00	800.00		0.03	2,869,265.00
Department number: 10	Administrative	2,870,065.00		2,870,065.00	800.00	800.00		0.03	2,869,265.00
	Expense Subtotal - - - - -	2,870,065.00		2,870,065.00	800.00	800.00		0.03	2,869,265.00
Fund number: 30	Interest and Sinking	(85,000.00)		(85,000.00)	(240,396.38)	(172,017.19)		282.82	155,396.38
40-4100-10-00	Charges for Services	(25,000.00)		(25,000.00)				-	(25,000.00)
40-4610-10-00	Interest Income	(250.00)		(250.00)	(105.53)	(52.12)		42.21	(144.47)
40-4995-10-00	Transfer In	(19,400.00)		(19,400.00)	(400.00)	(200.00)		2.06	(19,000.00)
	Subtotal object - 0	(44,650.00)		(44,650.00)	(505.53)	(252.12)		1.13	(44,144.47)
Program number:		(44,650.00)		(44,650.00)	(505.53)	(252.12)		1.13	(44,144.47)
Department number: 10	General Fund	(44,650.00)		(44,650.00)	(505.53)	(252.12)		1.13	(44,144.47)
	Revenue Subtotal - - - - -	(44,650.00)		(44,650.00)	(505.53)	(252.12)		1.13	(44,144.47)
40-5160-10-00	MERP H & D Expense - GF	30,000.00		30,000.00	2,800.00			9.33	27,200.00
	Subtotal object - 0	30,000.00		30,000.00	2,800.00			9.33	27,200.00
Program number:		30,000.00		30,000.00	2,800.00			9.33	27,200.00
Department number: 10	General Fund	30,000.00		30,000.00	2,800.00			9.33	27,200.00
	Expense Subtotal - - - - -	30,000.00		30,000.00	2,800.00			9.33	27,200.00
Fund number: 40	Internal Service Fund	(14,650.00)		(14,650.00)	2,294.47	(252.12)		(15.66)	(16,944.47)
41-4100-99-00	Charges for Services	(486,195.00)		(486,195.00)	(89,003.66)	(48,487.41)		18.31	(397,191.34)
41-4910-99-00	Other Reimbursements	(50,000.00)		(50,000.00)				-	(50,000.00)
41-4995-99-00	Transfer In	(800,000.00)		(800,000.00)				-	(800,000.00)
	Subtotal object - 0	(1,336,195.00)		(1,336,195.00)	(89,003.66)	(48,487.41)		6.66	(1,247,191.34)
Program number:		(1,336,195.00)		(1,336,195.00)	(89,003.66)	(48,487.41)		6.66	(1,247,191.34)
Department number: 99	Non-Departmental	(1,336,195.00)		(1,336,195.00)	(89,003.66)	(48,487.41)		6.66	(1,247,191.34)
	Revenue Subtotal - - - - -	(1,336,195.00)		(1,336,195.00)	(89,003.66)	(48,487.41)		6.66	(1,247,191.34)
41-6125-10-01	Capital-Equipment (Technology)	10,470.00		10,470.00				-	10,470.00
	Subtotal object - 0	10,470.00		10,470.00				-	10,470.00
Program number: 1	Administration-Town Manager	10,470.00		10,470.00				-	10,470.00
41-6125-10-02	Capital-Equipment (Technology)	2,200.00		2,200.00				-	2,200.00
	Subtotal object - 0	2,200.00		2,200.00				-	2,200.00
Program number: 2	Administration-Town Secretary	2,200.00		2,200.00				-	2,200.00
41-6125-10-03	Capital-Equipment (Technology)	8,300.00		8,300.00				-	8,300.00
	Subtotal object - 0	8,300.00		8,300.00				-	8,300.00
Program number: 3	Administration-Finance	8,300.00		8,300.00				-	8,300.00
41-6125-10-04	Capital-Equipment (Technology)	2,200.00		2,200.00				-	2,200.00
	Subtotal object - 0	2,200.00		2,200.00				-	2,200.00
Program number: 4	Administration-Human Resources	2,200.00		2,200.00				-	2,200.00
Department number: 10	Administration-Town Manager	23,170.00		23,170.00				-	23,170.00
41-6125-20-00	Capital-Equipment (Technology)	53,040.00		53,040.00				-	53,040.00
41-6160-20-00	Capital-Vehicles	76,000.00		76,000.00				-	76,000.00
	Subtotal object - 0	129,040.00		129,040.00				-	129,040.00
Program number:		129,040.00		129,040.00				-	129,040.00
Department number: 20	Police	129,040.00		129,040.00				-	129,040.00
41-6125-25-00	Capital-Equipment (Technology)	1,700.00		1,700.00				-	1,700.00
	Subtotal object - 0	1,700.00		1,700.00				-	1,700.00
Program number:		1,700.00		1,700.00				-	1,700.00
Department number: 25	Dispatch	1,700.00		1,700.00				-	1,700.00
41-6125-30-00	Capital-Equipment (Technology)	31,670.00		31,670.00				-	31,670.00
41-6160-30-00	Capital-Vehicles	250,000.00		250,000.00				-	250,000.00

		Current	Current	Current	Current	Current		Percent YTD	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>Encumbrances</u>		<u>Budget</u>
	Subtotal object - 0	281,670.00		281,670.00				-	281,670.00
Program number:		281,670.00		281,670.00				-	281,670.00
Department number: 30	Fire	281,670.00		281,670.00				-	281,670.00
41-6125-35-00	Capital-Equipment (Technology)	2,430.00		2,430.00				-	2,430.00
	Subtotal object - 0	2,430.00		2,430.00				-	2,430.00
Program number:		2,430.00		2,430.00				-	2,430.00
Department number: 35	Fire Marshal	2,430.00		2,430.00				-	2,430.00
41-6125-50-00	Capital-Equipment (Technology)	6,100.00		6,100.00				-	6,100.00
41-6140-50-00	Machinery & Equipment	95,000.00		95,000.00				-	95,000.00
41-6160-50-00	Capital-Vehicles	44,000.00		44,000.00				-	44,000.00
	Subtotal object - 0	145,100.00		145,100.00				-	145,100.00
Program number:		145,100.00		145,100.00				-	145,100.00
Department number: 50	Water	145,100.00		145,100.00				-	145,100.00
41-6125-55-00	Capital-Equipment (Technology)	2,200.00		2,200.00				-	2,200.00
41-6160-55-00	Capital-Vehicles	142,000.00		142,000.00				-	142,000.00
	Subtotal object - 0	144,200.00		144,200.00				-	144,200.00
Program number:		144,200.00		144,200.00				-	144,200.00
Department number: 55	Sewer	144,200.00		144,200.00				-	144,200.00
41-6125-57-00	Capital-Equipment (Technology)	3,400.00		3,400.00				-	3,400.00
	Subtotal object - 0	3,400.00		3,400.00				-	3,400.00
Program number:		3,400.00		3,400.00				-	3,400.00
Department number: 57	Utility Billing	3,400.00		3,400.00				-	3,400.00
41-6125-60-00	Capital-Equipment (Technology)	2,200.00		2,200.00				-	2,200.00
	Subtotal object - 0	2,200.00		2,200.00				-	2,200.00
Program number:		2,200.00		2,200.00				-	2,200.00
Department number: 60	Parks	2,200.00		2,200.00				-	2,200.00
41-6125-70-00	Capital-Equipment (Technology)	2,200.00		2,200.00				-	2,200.00
	Subtotal object - 0	2,200.00		2,200.00				-	2,200.00
Program number:		2,200.00		2,200.00				-	2,200.00
Department number: 70	Municipal Court	2,200.00		2,200.00				-	2,200.00
41-6125-80-00	Capital-Equipment (Technology)	8,500.00		8,500.00				-	8,500.00
41-6160-80-00	Capital-Vehicles	40,000.00		40,000.00				-	40,000.00
	Subtotal object - 0	48,500.00		48,500.00				-	48,500.00
Program number:		48,500.00		48,500.00				-	48,500.00
Department number: 80	Inspections	48,500.00		48,500.00				-	48,500.00
41-6125-85-00	Capital-Equipment (Technology)	1,700.00		1,700.00				-	1,700.00
	Subtotal object - 0	1,700.00		1,700.00				-	1,700.00
Program number:		1,700.00		1,700.00				-	1,700.00
Department number: 85	Code Enforcement	1,700.00		1,700.00				-	1,700.00
41-6125-90-00	Capital-Equipment (Technology)	6,100.00		6,100.00				-	6,100.00
	Subtotal object - 0	6,100.00		6,100.00				-	6,100.00
Program number:		6,100.00		6,100.00				-	6,100.00
Department number: 90	Planning	6,100.00		6,100.00				-	6,100.00
41-6125-98-00	Capital-Equipment (Technology)	2,200.00		2,200.00				-	2,200.00
	Subtotal object - 0	2,200.00		2,200.00				-	2,200.00
Program number:		2,200.00		2,200.00				-	2,200.00
Department number: 98	Engineering	2,200.00		2,200.00				-	2,200.00
41-6125-99-00	Capital-Equipment (Technology)	3,400.00		3,400.00				-	3,400.00

		Current	Current	Current	Current	Current		Current	
		Year	Year	Year	YTD	Month		Percent YTD	
Account Number	Description	Adopted Budget	Amendments	Amended Budget	Actual	Actual	Encumbrances	%	
								Remaining	
								Budget	
	Subtotal object - 0	3,400.00		3,400.00				-	3,400.00
Program number:		3,400.00		3,400.00				-	3,400.00
Department number: 99	Non-Departmental	3,400.00		3,400.00				-	3,400.00
	Expense Subtotal - - - - -	797,010.00		797,010.00				-	797,010.00
Fund number: 41	Vehicle/Equipment Replacement	(539,185.00)		(539,185.00)	(89,003.66)	(48,487.41)		16.51	(450,181.34)
45-4001-10-00	Storm Drainage Utility Fee	(270,400.00)		(270,400.00)	(43,886.98)	(22,028.65)		16.23	(226,513.02)
45-4610-10-00	Interest Storm Utility	(1,600.00)		(1,600.00)	(77.31)	(26.99)		4.83	(1,522.69)
	Subtotal object - 0	(272,000.00)		(272,000.00)	(43,964.29)	(22,055.64)		16.16	(228,035.71)
Program number:		(272,000.00)		(272,000.00)	(43,964.29)	(22,055.64)		16.16	(228,035.71)
Department number: 10	Administration	(272,000.00)		(272,000.00)	(43,964.29)	(22,055.64)		16.16	(228,035.71)
	Revenue Subtotal - - - - -	(272,000.00)		(272,000.00)	(43,964.29)	(22,055.64)		16.16	(228,035.71)
45-5110-10-00	Salaries	80,056.00		80,056.00	4,431.85	2,369.61		5.54	75,624.15
45-5115-10-00	Salaries-Overtime	3,004.00		3,004.00	369.26	172.81		12.29	2,634.74
45-5126-10-00	SalariesOVacation Buy-Out	171.00		171.00				-	171.00
45-5140-10-00	Salaries-Longevity Pay	75.00		75.00	75.00	75.00		100.00	
45-5145-10-00	Social Security Expense	5,016.00		5,016.00	289.56	153.23		5.77	4,726.44
45-5150-10-00	Medicare Expense	1,174.00		1,174.00	67.72	35.83		5.77	1,106.28
45-5155-10-00	SUTA Expense	362.00		362.00				-	362.00
45-5160-10-00	Health Insurance	11,477.00		11,477.00	413.78	295.56		3.61	11,063.22
45-5165-10-00	Dental Expense	270.00		270.00	35.78	25.56		13.25	234.22
45-5170-10-00	Life Ins/AD&D	159.00		159.00	11.03	7.88		6.94	147.97
45-5175-10-00	Liability (TML) Workers Comp	720.00		720.00	630.32			87.54	89.68
45-5180-10-00	TMRS Expense	8,942.00		8,942.00	528.96	284.87		5.92	8,413.04
45-5185-10-00	Long Term/Short Term Disabilit	1,536.00		1,536.00				-	1,536.00
45-5186-10-00	WELLE-Wellness Prog Reimb Empl	600.00		600.00	49.00	35.00		8.17	551.00
45-5210-10-00	Office Supplies	400.00		400.00				-	400.00
45-5220-10-00	Office Equipment	2,602.00		2,602.00				-	2,602.00
45-5230-10-00	Dues, Fees, & Subscriptions	300.00		300.00				-	300.00
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				-	1,500.00
45-5352-10-00	Fuel	3,300.00		3,300.00	388.57	388.57		11.78	2,911.43
45-5353-10-00	Oil/Grease/Inspections	400.00		400.00				-	400.00
45-5400-10-00	Uniforms	3,300.00		3,300.00	114.95			3.48	3,185.05
45-5410-10-00	Professional Services-Storm Dr	5,000.00		5,000.00				-	5,000.00
45-5435-10-00	Legal Notices/Filings				1,365.00	1,365.00		-	(1,365.00)
45-5480-10-00	Contract Services				23,009.00	23,009.00		-	(23,009.00)
45-5520-10-00	Telephones	300.00		300.00	33.59	33.59		11.20	266.41
45-5521-10-00	Cell Phone Expense	687.00		687.00				-	687.00
45-5530-10-00	Travel/Lodging/Meals Expense	200.00		200.00				-	200.00
45-5536-10-00	Training/Seminars	1,400.00		1,400.00				-	1,400.00
45-5620-10-00	Tools & Equipment	3,200.00		3,200.00				-	3,200.00
45-5630-10-00	Safety Equipment	2,600.00		2,600.00	103.16	103.16		3.97	2,496.84
45-5640-10-00	Signs & Hardware	600.00		600.00				-	600.00
45-5650-10-00	Maintenance Materials	4,000.00		4,000.00				-	4,000.00
45-6160-10-00	Capital Expense-Vehicles	19,000.00		19,000.00				-	19,000.00

		Current	Current	Current	Current	Current		Current	Current
		Year	Year	Year	YTD	Month		Percent YTD	Remaining
Account Number	Description	Adopted Budget	Amendments	Amended Budget	Actual	Actual	Encumbrances	%	Budget
45-6193-10-00	2012 CO Bond Payment	96,680.00		96,680.00				-	96,680.00
45-7143-10-00	Transfer to Internal Serv. Fd	240.00		240.00	40.00	20.00		16.67	200.00
45-7147-10-00	Transfer to GF	14,778.00		14,778.00	2,463.00	1,231.50		16.67	12,315.00
	Subtotal object - 0	283,186.00		283,186.00	34,419.53	29,606.17		12.15	248,766.47
Program number:		283,186.00		283,186.00	34,419.53	29,606.17		12.15	248,766.47
Department number: 10	Administration	283,186.00		283,186.00	34,419.53	29,606.17		12.15	248,766.47
	Expense Subtotal - - - - -	283,186.00		283,186.00	34,419.53	29,606.17		12.15	248,766.47
Fund number: 45	Storm Drainage Utility Fund	11,186.00		11,186.00	(9,544.76)	7,550.53		(85.33)	20,730.76
60-4045-60-00	Park Dedication-Fees	(200,000.00)		(200,000.00)	(18,200.00)			9.14	(181,720.00)
60-4055-60-00	Park Improvement	(300,000.00)		(300,000.00)	(18,000.00)			6.00	(282,000.00)
60-4615-60-00	Interest-Park Dedication	(1,500.00)		(1,500.00)	(743.07)	(444.35)		49.54	(756.93)
60-4620-60-00	Interest-Park Improvements	(500.00)		(500.00)	(595.61)	(363.10)		119.12	95.61
	Subtotal object - 0	(502,000.00)		(502,000.00)	(37,618.68)	(807.45)		7.49	(464,381.32)
Program number:		(502,000.00)		(502,000.00)	(37,618.68)	(807.45)		7.49	(464,381.32)
Department number: 60	Parks and Recreation	(502,000.00)		(502,000.00)	(37,618.68)	(807.45)		7.49	(464,381.32)
	Revenue Subtotal - - - - -	(502,000.00)		(502,000.00)	(37,618.68)	(807.45)		7.49	(464,381.32)
60-5290-60-00	Miscellaneous Expense				20.00	10.00		-	(20.00)
60-5411-60-00	Professional Services-Pk Imp						831.07	-	(831.07)
60-6001-60-00	Pk Ded Fee Expense	125,000.00		125,000.00				-	125,000.00
60-6002-60-00	Pk Imp'ment fee-Expense	89,000.00		89,000.00				-	89,000.00
	Subtotal object - 0	214,000.00		214,000.00	20.00	10.00	831.07	0.01	213,148.93
Program number:		214,000.00		214,000.00	20.00	10.00	831.07	0.01	213,148.93
Department number: 60	Parks and Recreation	214,000.00		214,000.00	20.00	10.00	831.07	0.01	213,148.93
	Expense Subtotal - - - - -	214,000.00		214,000.00	20.00	10.00	831.07	0.01	213,148.93
Fund number: 60	Parks & Recreation Fund	(288,000.00)		(288,000.00)	(37,598.68)	(797.45)	831.07	13.06	(251,232.39)
65-4015-99-00	Impact Fees -Water	(2,145,000.00)		(2,145,000.00)	(348,274.00)	(162,480.00)		16.24	(1,796,726.00)
65-4020-99-00	Impact Fees -Sewer	(375,650.00)		(375,650.00)	(69,126.00)	(37,193.00)		18.40	(306,524.00)
65-4040-99-00	Thoroughfare Impact Fees	(1,444,000.00)		(1,444,000.00)	(221,913.64)	(130,819.64)		15.37	(1,222,086.36)
65-4041-99-00	West Thorfare Imp. Fees Rev				(134,172.00)	(78,267.00)		-	134,172.00
65-4615-99-00	Interest-Water Impact Fee	(3,500.00)		(3,500.00)	(2,064.82)	(1,466.65)		59.00	(1,435.18)
65-4620-99-00	Interest-Sewer Impact Fee	(1,500.00)		(1,500.00)	(1,201.21)	(855.45)		80.08	(298.79)
65-4640-99-00	Interest-Thorfare Imp Fee	(3,500.00)		(3,500.00)	(880.65)	(611.13)		25.16	(2,619.35)
65-4641-99-00	Interest-West Thorfare imp fee	(1,000.00)		(1,000.00)	(312.22)	(225.25)		31.22	(687.78)
	Subtotal object - 0	(3,974,150.00)		(3,974,150.00)	(777,944.54)	(411,918.12)		19.58	(3,196,205.46)
Program number:		(3,974,150.00)		(3,974,150.00)	(777,944.54)	(411,918.12)		19.58	(3,196,205.46)
Department number: 99	Impact Fees	(3,974,150.00)		(3,974,150.00)	(777,944.54)	(411,918.12)		19.58	(3,196,205.46)
	Revenue Subtotal - - - - -	(3,974,150.00)		(3,974,150.00)	(777,944.54)	(411,918.12)		19.58	(3,196,205.46)
65-5415-99-00	Professional Serv-Water Imp Fe				1,690.28	1,690.28		-	(1,690.28)
65-5420-99-00	Professional Serv-Sewer Imp Fe						1,012.35	-	(1,012.35)
65-5440-99-00	Professional Serv-Thorfare Imp				3,717.50	3,717.50	1,250.00	-	(4,967.50)
65-5441-99-00	Prof Serv-West Thorfare Impact				7,777.50	7,777.50		-	(7,777.50)
65-6115-99-00	Capital Expenditure-Water	926,887.00		926,887.00				-	926,887.00
65-6120-99-00	Capital Expenditure-Sewer	136,600.00		136,600.00				-	136,600.00
65-6140-99-00	Capital Expenditure-Thorofare	1,905,000.00		1,905,000.00	95,440.00			5.01	1,809,560.00
65-6141-99-00	Cap. Exp-West Thorfare Impact				278,700.00	278,700.00		-	(278,700.00)
	Subtotal object - 0	2,968,487.00		2,968,487.00	387,325.28	291,885.28	2,262.35	13.05	2,578,899.37
Program number:		2,968,487.00		2,968,487.00	387,325.28	291,885.28	2,262.35	13.05	2,578,899.37
Department number: 99	Impact Fees	2,968,487.00		2,968,487.00	387,325.28	291,885.28	2,262.35	13.05	2,578,899.37

		Current	Current	Current	Current	Current		Current	Current
		Year	Year	Year	YTD	Month		Percent YTD	Remaining
Account Number	Description	Adopted Budget	Amendments	Amended Budget	Actual	Actual	Encumbrances	%	Budget
	Expense Subtotal - - - - -	2,968,487.00		2,968,487.00	387,325.28	291,885.28	2,262.35	13.05	2,578,899.37
Fund number: 65	Impact Fees	(1,005,663.00)		(1,005,663.00)	(390,619.26)	(120,032.84)	2,262.35	38.84	(617,306.09)
67-4530-10-00	Police Donation Inc	(8,000.00)		(8,000.00)	(2,191.00)	(1,449.00)		27.39	(5,809.00)
67-4531-10-00	Fire Dept-Donation Inc	(9,360.00)		(9,360.00)	(1,509.00)	(753.00)		16.12	(7,851.00)
67-4535-10-00	Child Safety Inc	(7,000.00)		(7,000.00)	(3,130.29)			44.72	(3,869.71)
67-4536-10-00	Court Security Revenue	(5,280.00)		(5,280.00)	(869.65)	(450.40)		16.47	(4,410.35)
67-4537-10-00	Technology Fd Revenue	(7,020.00)		(7,020.00)	(1,155.52)	(600.52)		16.46	(5,864.48)
67-4610-10-00	Interest Income	(3,720.00)		(3,720.00)	(635.05)	(312.49)		17.07	(3,084.95)
67-4721-10-00	Country Xmas Donations	(10,000.00)		(10,000.00)	(8,540.00)	(2,270.00)		85.40	(1,460.00)
67-4915-10-00	Escrow Income				(34,856.56)	(15,769.00)		-	34,856.56
67-4916-10-00	Cash Seizure Forfeit-PD				(13,760.00)	(13,760.00)		-	13,760.00
	Subtotal object - 0	(50,380.00)		(50,380.00)	(66,647.07)	(35,364.41)		132.29	16,267.07
Program number:		(50,380.00)		(50,380.00)	(66,647.07)	(35,364.41)		132.29	16,267.07
Department number: 10	Administrative	(50,380.00)		(50,380.00)	(66,647.07)	(35,364.41)		132.29	16,267.07
	Revenue Subtotal - - - - -	(50,380.00)		(50,380.00)	(66,647.07)	(35,364.41)		132.29	16,267.07
67-5202-10-00	Country Xmas Expense	10,000.00		10,000.00	26,514.00	26,514.00	300.00	265.14	(16,814.00)
67-5203-10-00	Court Technology Expense	13,133.00		13,133.00				-	13,133.00
67-5204-10-00	Court Security Expense	4,000.00		4,000.00	71.40			1.79	3,928.60
67-5205-10-00	Police Donation Exp	6,000.00		6,000.00				-	6,000.00
67-5206-10-00	Fire Dept Donation Exp				397.28	397.28		-	(397.28)
67-5208-10-00	Child Safety Expense	25,000.00		25,000.00				-	25,000.00
67-5212-10-00	Tree Mitigation Expense	14,000.00		14,000.00				-	14,000.00
67-5292-10-00	PD Seizure Expense	3,000.00		3,000.00				-	3,000.00
	Subtotal object - 0	75,133.00		75,133.00	26,982.68	26,911.28	300.00	35.91	47,850.32
Program number:		75,133.00		75,133.00	26,982.68	26,911.28	300.00	35.91	47,850.32
Department number: 10	Administrative	75,133.00		75,133.00	26,982.68	26,911.28	300.00	35.91	47,850.32
	Expense Subtotal - - - - -	75,133.00		75,133.00	26,982.68	26,911.28	300.00	35.91	47,850.32
Fund number: 67	Special Revenue-Donations	24,753.00		24,753.00	(39,664.39)	(8,453.13)	300.00	#####	64,117.39
75-4530-10-00	Contributions	(19,696,900.00)		(19,696,900.00)				-	(19,696,900.00)
75-4611-10-00	Interest-2004 Bond	(1,500.00)		(1,500.00)	(336.89)	(165.85)		22.46	(1,163.11)
75-4612-10-00	Interest-2006 Bond	(100.00)		(100.00)	(54.06)	(26.65)		54.06	(45.94)
75-4613-10-00	Interest 2008 Bond	(5,000.00)		(5,000.00)	(2,271.20)	(1,117.35)		45.42	(2,728.80)
75-4616-10-00	Interest 2012 GO Bond	(5,000.00)		(5,000.00)	(1,751.35)	(843.93)		35.03	(3,248.65)
75-4995-10-00	Transfer In	(1,140,000.00)		(1,140,000.00)	(162,000.00)	(81,000.00)		14.21	(978,000.00)
	Subtotal object - 0	(20,848,500.00)		(20,848,500.00)	(166,413.50)	(83,153.78)		0.80	(20,682,086.50)
Program number:		(20,848,500.00)		(20,848,500.00)	(166,413.50)	(83,153.78)		0.80	(20,682,086.50)
Department number: 10	Capital Projects	(20,848,500.00)		(20,848,500.00)	(166,413.50)	(83,153.78)		0.80	(20,682,086.50)
	Revenue Subtotal - - - - -	(20,848,500.00)		(20,848,500.00)	(166,413.50)	(83,153.78)		0.80	(20,682,086.50)
75-5419-10-00-1401-FC	Professional Services				57,904.75	57,904.75	61,484.75	-	(119,389.50)
75-5419-10-00-1402-FC	Professional Services				10,465.02	2,749.84	33,671.07	-	(44,136.09)
75-5419-10-00-1405-ST	Professional Services				23,460.00		50,290.00	-	(73,750.00)
75-5419-10-00-1408-TR	Professional Services				4,723.20	4,723.20	15,072.80	-	(19,796.00)
75-5419-10-00-1412-ST	Professional Services						21,500.00	-	(21,500.00)
75-5419-10-00-1416-ST	Professional Services						200.00	-	(200.00)
75-6110-10-00	Capital Expenditure	28,407,055.00		28,407,055.00				-	28,407,055.00
75-6120-10-00	Non-Bond Capital Expenditures				2,168.77	859.57		-	(2,168.77)
75-6410-10-00-1416-ST	Land Acquisition/ROW				3,855.00	3,855.00		-	(3,855.00)
75-6610-10-00	Construction						3,599,581.00	-	(3,599,581.00)

		Current	Current	Current	Current	Current		Current	Current
		Year	Year	Year	YTD	Month		Percent YTD	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>Encumbrances</u>	<u>%</u>	<u>Budget</u>
75-6610-10-00-1205-ST	Construction						81,816.75	-	(81,816.75)
75-6610-10-00-1207-ST	Construction				254,173.03	254,173.03	222,441.63	-	(476,614.66)
75-6610-10-00-1304-PK	Construction				71,100.75	71,100.75	90,400.20	-	(161,500.95)
75-6610-10-00-1405-ST	Construction				11,465.00			-	(11,465.00)
75-6610-10-00-1411-TR	Construction						7,356.25	-	(7,356.25)
75-6610-10-00-1416-ST	Construction						358,622.00	-	(358,622.00)
75-6610-10-00-1502-PK	Construction						407,747.00	-	(407,747.00)
	Subtotal object - 0	28,407,055.00		28,407,055.00	439,315.52	395,366.14	4,950,183.45	1.55	23,017,556.03
Program number:		28,407,055.00		28,407,055.00	439,315.52	395,366.14	4,950,183.45	1.55	23,017,556.03
Department number: 10	Capital Projects	28,407,055.00		28,407,055.00	439,315.52	395,366.14	4,950,183.45	1.55	23,017,556.03
	Expense Subtotal - - - - -	28,407,055.00		28,407,055.00	439,315.52	395,366.14	4,950,183.45	1.55	23,017,556.03
Fund number: 75	Capital Projects	7,558,555.00		7,558,555.00	272,902.02	312,212.36	4,950,183.45	3.61	2,335,469.53
76-4610-10-00	Interest Income	(25,500.00)		(25,500.00)	(5,847.15)	(2,817.18)		22.93	(19,652.85)
76-4996-10-00	Transfers In	(379,081.00)		(379,081.00)				-	(379,081.00)
	Subtotal object - 0	(404,581.00)		(404,581.00)	(5,847.15)	(2,817.18)		1.45	(398,733.85)
Program number:		(404,581.00)		(404,581.00)	(5,847.15)	(2,817.18)		1.45	(398,733.85)
Department number: 10	Capital Projects-W/S	(404,581.00)		(404,581.00)	(5,847.15)	(2,817.18)		1.45	(398,733.85)
	Revenue Subtotal - - - - -	(404,581.00)		(404,581.00)	(5,847.15)	(2,817.18)		1.45	(398,733.85)
76-6610-10-00	Construction	2,382,500.00		2,382,500.00				-	2,382,500.00
76-6610-10-00-1202-WA	Construction				230,927.50			-	(230,927.50)
76-6610-10-00-1204-WA	Construction						19,972.00	-	(19,972.00)
	Subtotal object - 0	2,382,500.00		2,382,500.00	230,927.50		19,972.00	9.69	2,131,600.50
Program number:		2,382,500.00		2,382,500.00	230,927.50		19,972.00	9.69	2,131,600.50
Department number: 10	Capital Projects-W/S	2,382,500.00		2,382,500.00	230,927.50		19,972.00	9.69	2,131,600.50
	Expense Subtotal - - - - -	2,382,500.00		2,382,500.00	230,927.50		19,972.00	9.69	2,131,600.50
Fund number: 76	Capital Projects - Water/Sewer	1,977,919.00		1,977,919.00	225,080.35	(2,817.18)	19,972.00	11.38	1,732,866.65



FIRE

To: Mayor and Town Council

From: Stuart Blasingame, Assistant Fire Chief

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

Agenda Item:

Consider and act upon approving an Interlocal Agreement between the City of Frisco and the Town of Prosper relating to the use of the Frisco and Prosper radio communications system; and authorizing the Town Manager to execute same.

Description of Agenda Item:

This Agreement will establish a partnership with the City of Frisco, allowing the Town to utilize Frisco's public safety radio communications system. Frisco has a more robust system in place, and integrating with their system will be more cost effective than replacing all of the Town's current equipment, which is nearing end of service life. Integration will also allow the Town to further expand the number of talk groups (channels) from two to ten, and expand the coverage area. Additionally, Frisco's system has extensive back-up capabilities that the Town does not currently have in place.

The initial term of the Agreement will be effective March 1, 2015 through September 30, 2019, with three automatic five-year renewal periods, unless terminated by either party as set forth in the Agreement.

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

Budget Impact:

The estimated annual fee is \$20,000, and the estimated pro-rated fee for FY 2014-2015 is \$9,355. The fee is part of the CIP Radio System Improvements Project. After the first year of the term of this Agreement, Frisco may increase the fees at the beginning of each fiscal year by an amount not-to-exceed 5% of the previous year's fees. Frisco will provide 120 days notice to Prosper before increasing the fees.

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 approved the Agreement as to form and legality.

Attached Documents:

1. Interlocal Agreement

Town Staff Recommendation:

Town staff recommends approval of the Interlocal Agreement between the City of Frisco and the Town of Prosper relating to the use of the Frisco and Prosper radio communications system; and authorizing the Town Manager to execute same.

Proposed Motion:

I move to approve the Interlocal Agreement between the City of Frisco and the Town of Prosper relating to the use of the Frisco and Prosper radio communications system; and authorize the Town Manager to execute same.

**AGREEMENT BETWEEN THE CITY OF FRISCO AND TOWN OF PROSPER FOR
THE USE OF THE FRISCO AND PROSPER RADIO COMMUNICATIONS SYSTEM**

This Radio Communications System Agreement (“Agreement”) is made on this _____ day of _____, 201_ (“Effective Date”) by and between the **City of Frisco, Texas**, a home-rule municipality (“Frisco”), and the **Town of Prosper, Texas**, a home-rule municipality (“Prosper”), on the terms and conditions set forth herein. Frisco and Prosper are sometimes referred to collectively as the “parties” or individually as a “party.”

WHEREAS, Frisco and Prosper are political subdivisions within the State of Texas, each of which is engaged in the provision of governmental services for the benefit of their citizens; and

WHEREAS, the Interlocal Cooperation Act, codified at Chapter 791 of the TEXAS GOVERNMENT CODE, as amended (“Act”), provides authority for the local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, Frisco owns, operates, and maintain the radio communications system (exclusive of the radios owned individually by each party) (hereinafter referred to as “System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Prosper wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting parties; and

WHEREAS, Frisco and Prosper have current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, Frisco and Prosper, for and in consideration of the recitals set forth above and terms and conditions below, agree as follows:

I. TERM

The initial term of this Agreement shall begin on the 1st day of March 2015 and shall continue in effect until the 30th day of September 2019, unless terminated earlier by Frisco or Prosper in accordance with the terms of this Agreement. This Agreement shall automatically renew for three (3) additional terms of five (5) years each on the same terms and conditions of this Agreement, without further action until its automatic termination on the 30th day of September 2034.

II. OBLIGATIONS OF PROSPER

2.01 Prosper shall use the System in accordance with this Agreement to provide integration of communications for governmental operations.

2.02 When using the System, Prosper shall abide by all applicable federal, state and local laws and regulations, including any regulations of the Frisco System. When Prosper uses

the System for interoperability with Talkgroups (hereinafter defined) other than those provided by this Agreement, Prosper will also abide by the user rules of those Talkgroups.

2.03 Prosper must provide a written request to the Frisco Radio Operations Department Manager to activate radios (hereinafter referred to as “Subscriber Units”) on the System. Such requests must include the model and serial number of the Subscriber Units, the name of the user, and the identifying Talkgroups required in the Subscriber Unit.

2.04 Prosper is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Digital Phase II system, and for maintenance of the Subscriber Units and all dispatch equipment owned and/or operated by Prosper. Prosper is responsible for all software and hardware required for these Subscriber Units should it choose a different manufacturer than Frisco.

2.05 Prosper shall use reasonable efforts to acquire equipment necessary to utilize the System in accordance with all applicable federal, state and local laws. In the event Prosper is unable to obtain the equipment necessary to utilize the System prior to February 1, 2015, Prosper shall provide written notice to Frisco by that date. In the event Prosper provides such written notice to Frisco in accordance with this Section 2.05, this Agreement shall terminate automatically without further obligation of the parties.

III. OBLIGATIONS OF FRISCO

3.01 Frisco will lease to Prosper no less than four (4) Talkgroups, which are a primary level of communication for users on the System (hereinafter referred to as “Talkgroup”) comparable to a channel on a conventional radio system, for the exclusive use of Prosper. Talkgroups will be established for Prosper by Frisco.

3.02 The Frisco Radio Operations Manager will not activate radios on Prosper Talkgroups nor make changes to Prosper radios without first receiving authorization from the designated representative of Prosper unless such action is necessary to eliminate harmful interference.

3.03 Frisco is also responsible for:

- (1) Coordinating Talkgroups among system users;
- (2) Grouping of Talkgroups to allow transmitting and receiving on all; and
- (3) The operation, maintenance, and control of the System infrastructure.

IV. FEES

The fees assessed against Prosper for services and use of the System are as follows:

- | | |
|--|---------|
| (1) Lease radio airtime (per radio, per month) | \$ 8.50 |
| (2) Lease Talkgroup (per Talkgroup, per month) | \$62.00 |
| (3) Administrative and Technical Fee (per month) | \$96.00 |

None of the fees listed above include the cost of maintenance of mobiles, portables, or control stations/points. Fees due for the first year of the term of this Agreement will be prorated.

After the first year of the term of this Agreement, Frisco may increase the fees at the beginning of each fiscal year by an amount not to exceed five percent (5%) of the previous year's fees. Frisco will provide one hundred twenty (120) days' notice to Prosper before increasing the fees.

Total Fees for Annual Service

Based on the fees set out above, Frisco will calculate the annual fee due based on the total number of radios and Talkgroups and will submit an invoice to Prosper on or before October 1st of each year. The amounts invoiced are subject to change when Prosper adds or deletes radios or Talkgroups in service. Prosper must notify the Frisco System Manager in writing of any addition or deletion of radios or Talkgroups. The amount owed for additions of radios and/or Talkgroups will be prorated for the year added, invoiced immediately, and the invoiced amounts will be due within thirty (30) days of receipt of the invoice for the addition(s). The amount owed for annual fees will be adjusted for deletions the next year of the term. No refunds will be given for payment made for radios or Talkgroups deleted after annual payment until the next year of the term.

V. PAYMENT DUE

Prosper agrees to pay Frisco the annual fees specified under Section IV within thirty (30) days of the receipt of the invoice. Should Prosper add radios or Talkgroups to the service within the term, Prosper agrees to pay the additional fee(s) due within (30) days of invoice. All payments for expenses incurred as a result of the performance of this Agreement shall be made only from current revenues legally available to each respective party.

VI. TERMINATION

Termination of this Agreement may occur by any of the following:

- (1) Either party may terminate this Agreement at any time and for any reason by giving one hundred eighty (180) days advance written notice to the other party. Prosper shall pay all fees incurred through the effective date of termination.
- (2) If Frisco, in its sole discretion, permanently discontinues its operation of the System, this Agreement shall automatically terminate on the date of discontinuance without further notice, and no fees will be reimbursed by Frisco to Prosper.

VII. RELEASE AND HOLD HARMLESS

TO THE EXTENT ALLOWED BY LAW, EACH PARTY DOES HEREBY AGREE TO WAIVE ALL CLAIMS AGAINST, RELEASE, AND HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGE, ATTORNEYS' FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSONS OR OF LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY IS RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY. THE PARTIES AGREE THAT EACH PARTY SHALL BE LIABLE ONLY FOR

DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, RELATED TO OR ARISING OUT OF THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THEIR RESPECTIVE OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES IN THE PERFORMANCE OF THIS AGREEMENT.

VIII. IMMUNITY

The parties acknowledge and agree that, in executing and performing this Agreement, neither party has waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

IX. ASSIGNMENT

This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.

X. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

XI. NOTICES

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

If to Prosper, addressed to it at:

Town of Prosper
 Attn: Ronnie Tucker, Fire Chief
 P.O. Box 307
 Prosper, Texas 75707
 Telephone: (972) 346-2640
 Facsimile: (972) 346-9335
 Email: Chief.Tucker@prosperfire.com

If to Frisco, addressed to it at:

City of Frisco
 Attn: John Bruce, Police Chief
 7200 Stonebrook Parkway

Frisco, Texas 72023
Telephone: (972) 292-6000
Facsimile: (972) 292-6071
Email: jbruce@friscotexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Joplin, P.C.
Attn: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

XII. AUTHORITY TO SIGN

The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date of this Agreement.

XIII. SEVERABILITY

In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.

XIV. GOVERNING LAW; VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Denton County and Collin County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.

XV. INTERPRETATION OF THIS AGREEMENT

This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against either party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

XVI. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such party's right thereafter to enforce and compel strict compliance.

XVII. SUCCESSORS AND ASSIGNS

When referring to "Frisco" herein, this Agreement shall refer to and be binding upon Frisco, and its officers, directors, partners, employees, representatives, contractors, subcontractors, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, contractors, subcontractors, invitees, volunteers and/or another other third parties for whom such Frisco is legally responsible. When referring to "Prosper" herein, this Agreement shall refer to and be binding upon Prosper, and its Town Council Members, officers, agents, representatives, employees and/or any other third parties for whom Prosper is legally responsible.

XVIII. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

XIX. MULTIPLE COUNTERPARTS

This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail signature will also be deemed to constitute an original if properly executed.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the Effective Date.

Town of Prosper, Texas,
a home-rule municipality

By: _____
Harlan Jefferson, Town Manager

ATTEST:

Robyn Battle, Town Secretary

City of Frisco, Texas,
a home-rule municipality

By: _____
George Purefoy, City Manager

ATTEST:

Jenny Page, City Secretary

APPROVED AS TO FORM:

Abernathy Roeder Boyd & Joplin P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the Town Manager and duly authorized representative for the **Town of Prosper, Texas**, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 201__.

Notary Public in and for the State of Texas
My Commission Expires: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **George Purefoy**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the City Manager and duly authorized representative for the **City of Frisco, Texas**, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 201__.

Notary Public in and for the State of Texas
My Commission Expires: _____



FINANCE

To: Mayor and Town Council

From: Kent R. Austin, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

Agenda Item:

Consider and take action on a resolution expressing official intent to reimburse costs of Town capital improvement program projects that may be funded with proceeds of bonds or other obligations, if those costs are paid prior to the issuance of such bonds or other obligations.

Description of Agenda Item:

The attached resolution allows the Town to pay for the purchase and installation of a radio system upgrade and other items in the FY 2015 CIP. The total budget for the radio project is \$1,400,000. Other CIP projects include construction of the second fire station, park acquisition and improvements, street improvements, and water distribution and wastewater collection system improvements. The resolution provides for up to \$12,187,500 in capital project expenditures. This is the total amount of estimated debt for the FY 2015 CIP

Budget Impact:

The reimbursement resolution itself has no budget impact; repayment of the expenditures will be included in the debt service portion of the tax rate after the bonds are issued. Initial funding for the work will come from the Capital Projects Fund.

Legal Obligations and Review:

Dan Culver of McCall, Parkhurst and Horton, the Town's bond counsel, wrote the reimbursement resolution and reviewed this item.

Attached Documents:

1. Resolution

Town Staff Recommendation:

Town staff recommends the Town Council approve the reimbursement resolution.

Recommended Motion:

I move to approve the resolution expressing official intent to reimburse costs of Town capital improvement program projects that may be funded with proceeds of bonds or other obligations, if those costs are paid prior to the issuance of such bonds or other obligations.

TOWN OF PROSPER, TEXAS**RESOLUTION NO. 15-__****RESOLUTION EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF TOWN 2015 CAPITAL IMPROVEMENT PROGRAM PROJECTS**

WHEREAS, the Town of Prosper, Texas (the "Issuer") is a duly created governmental body of the State of Texas; and

WHEREAS, at an election held by the Issuer on May 14, 2011, voters of the Issuer approved \$25,040,000 of general obligation bonds (the "Voted Bonds") for various projects in the Town, and the Issuer has heretofore issued \$9,010,000 of such bonds in accordance with the election, leaving an unissued balance of \$16,030,000 available for future issuance; and

WHEREAS, in addition to the Voted Bonds, the Issuer is authorized by law to issue and incur debt obligations to fund costs of capital improvements in the Town; and

WHEREAS, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of portions of its 2015 and future year capital improvement program projects, including costs associated with the construction of a fire station, park acquisition and improvements, street improvements, water distribution and wastewater collection system improvements, related infrastructure improvements, and the acquisition of communication equipment (collectively, the "Project") prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Project; and

WHEREAS, the Issuer finds, considers, and declares that the reimbursement for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the Issuer and, as such, chooses to declare its intention to reimburse itself for such payments at such time as it issues Obligations to finance the Project.

THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE ISSUER THAT:

SECTION 1

The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$12,187,500 for the purpose of paying the costs of the Project.

SECTION 2

All costs to be reimbursed pursuant hereto will be capital expenditures. No Obligations will be issued by the Issuer in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid, or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

SECTION 3

The foregoing notwithstanding, no Obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

SECTION 4

The foregoing Sections 2 and 3 notwithstanding, all costs to be reimbursed with qualified tax credit obligations shall not be paid prior to the date hereof and no tax credit obligations shall be issued after 18 months of the date the original expenditure is made.

SECTION 5

To evidence the adoption of this Resolution on this, the 13th day of January, 2015 by the Town Council of the Issuer, the signatures of the Town Secretary and Mayor are set forth below.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS 13TH DAY OF JANUARY, 2015.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



FIRE

To: Mayor and Town Council

From: Stuart Blasingame, Assistance Fire Chief

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

Agenda Item:

Consider and act upon approving the purchase and installation of a radio system upgrade through various suppliers; a Communications Products Agreement with Motorola Solutions, Inc.; and authorizing the Town Manager to execute the same.

Description of Agenda Item:

Staff requested to enter into a Interlocal Agreement to establish a partnership with the City of Frisco, allowing the Town to utilize Frisco's public safety radio communications system on this same Council Agenda. Frisco has a more robust system in place, and integrating with their system will be more cost effective than replacing all of the Town's current equipment, which is nearing end of service life.

This request will provide for replacement of all dispatch communications equipment, all mobile and portable radios, the fire station alerting system, and all related hardware and software. As stipulated in the agreement with Frisco, Prosper is responsible for furnishing its own radios, which must be compatible with Frisco's current system, and compliant with current Federal Communications Commission guidelines (APCO P-25 Digital Phase II Standard). This request will also provide for a new radio tower and microwave link for Fire Station No. 2, build-out of a new server room to accommodate the segregation of internal infrastructure equipment and the radio communications system equipment, and IT related parts and professional services related to the reconfiguration of the server rooms.

Budget Impact:

The total price for the purchase and installation of a radio system upgrade as described herein is \$1,085,191.06. There is \$1,400,000.00 available in the CIP budget for the Radio System Improvements Project.

Below is a summarization of the purchases related to the radio system upgrade:

Motorola Solutions, Inc.: K-Core, Consoles and Portable/Mobile Radios (Purchase through HGAC Contract No. RA05-12)	\$ 725,144.00
Motorola Solutions, Inc.: Eventide 10 Channel Logging Recorder and UPS System (Purchase through HGAC Contract No. RA05-12)	\$ 25,287.00

DFW Communications: Installation Labor for Phoenix G2 Alerting System; Parts, Labor and Installation of Alerting Bay Speakers; and Radio Tower/Microwave Link (Sole Source - Only Motorola Premier Service Provider in DFW Area)	\$ 97,894.00
US Digital Designs: Phoenix G2 Fire Station Alerting System (Sole Source - Only Interface Available through Town's CAD System Provider)	\$ 167,873.00
Integrated Computer Systems: Exporting CAD Fire/EMS Call Data (Sole Source - Town's CAD System Provider)	\$ 20,250.00
ScoBilt: Server Room Build-Out (Best Value Quote)	\$ 40,725.00
NCC Data: IT Parts and Professional Services for Reconfiguration of Server Rooms (Town's Current IT Provider)	\$ 6,518.06
FCC Relicensing Fees (Budgetary Estimate)	\$ 1,500.00
TOTAL PURCHASE AND INSTALLATION:	\$1,085,191.06

Legal Obligations and Review:

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

Attached Documents:

1. Communications Products Agreement with Motorola Solutions, Inc.
2. Motorola Pricing Sheet for K-Core, Consoles and Portable/Mobile Radios
3. Motorola Quote for Eventide 10 Channel Logging Recorder and UPS System
4. Authorized Service Provider Letter from Motorola for DFW Communications
5. DFW Communication Quote for Installation Labor of Phoenix G2 Fire Station Alerting System for Central Fire Station, Fire Station No. 2 and Dispatch; Parts, Labor and Installation of Station Alerting Bay Speakers; and Fire Station No. 2 Radio Tower and Microwave Link
6. US Digital Designs Quote for Phoenix G2 Fire Station Alerting System for Central Fire Station, Fire Station No. 2 and Dispatch
7. Integrated Computer Systems Quote for Exporting CAD Fire/EMS Call Data to the US Digital Design Phoenix G2 Fire Station Alerting System
8. Sole Source Letter from Integrated Computer Systems for US Digital Designs Interface
9. ScoBilt Quote for Server Room Build-Out
10. NCC Data Quote for IT Parts and Professional Services related to Reconfiguration of Server Rooms

Town Staff Recommendation:

Town staff recommends approval of the purchase and installation of a radio system upgrade through various suppliers; a Communications Products Agreement with Motorola Solutions, Inc.; and authorizing the Town Manager to execute the same.

Proposed Motion:

I move to approve the purchase and installation of a radio system upgrade through various suppliers; a Communications Products Agreement with Motorola Solutions, Inc.; and authorize the Town Manager to execute same.

Communications Products Agreement

Motorola Solutions, Inc. ("Motorola"), and Town of Prosper, Texas ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"Technical and Implementation Documents"
B-1	"System Description and Statement of Work" dated July 10, 2014
B-2	"Equipment List and Pricing" dated July 10, 2014
B-3	"Acceptance Test Plan" dated July 10, 2014
B-4	"Service/Warranty" dated July 10, 2014
B-5	"Communications Products Agreement" dated July 10, 2014

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Confidential Information" means all information consistent with the fulfillment of this agreement that is (i) disclosed under this agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this agreement are considered Confidential Information. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.2. "Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Equipment" means the equipment listed in the List of Products that Customer purchases from Motorola under this Agreement.
- 2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.8. "Non-Motorola Software" means Software that another party owns.

- 2.9. "Open Source Software" (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.10. "Products" mean the Equipment and Software provided by Motorola under this Agreement.
- 2.11. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.
- 2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.
- 3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Agreement, Customer may order additional Equipment or Software if it is then available. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within twenty (20) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorola.com> and the MOL telephone number is (800) 814-0601.
- 3.5. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.
- 3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.
- 3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have

all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 PERFORMANCE SCHEDULE

If this Agreement includes the performance of services, the Statement of Work will describe the performance schedule.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is **\$ 725,144.00**

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products when they are shipped and for services, if applicable, when they are performed. Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.

Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

Section 7 ACCEPTANCE

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

Section 8 REPRESENTATIONS AND WARRANTIES

8.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

8.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship

Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

8.5. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.6. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DELAYS

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

Section 10 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

10.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. CONFIDENTIALITY. All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 11 DEFAULT AND TERMINATION

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

Section 12 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

12.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a

manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

14.1. CONFIDENTIAL INFORMATION.

14.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this agreement and for a period of three (3) years from the expiration or termination of this agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this agreement; and (vi) only use the Confidential Information as needed to fulfill this agreement.

14.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this agreement.

14.1.3. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 15 GENERAL

15.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3 WAIVER. Failure or delay by either Party to exercise any right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement only as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Customer	Motorola Solutions, Inc.
Attn: _____	Attn: _____
_____	_____
_____	_____
fax: _____	fax: _____

15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software), Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights; and all of the General terms in this Section 15.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Town of Prosper, Texas ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee

paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

SECTION 7

PRICING

Motorola is pleased to provide the following equipment and services to Town of Prosper.

HGAC EQUIPMENT TOTAL	\$626,740.00
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(ITEMIZED EQUIPMENT LIST ATTACHED)

SERVICES TOTAL	\$115,904.00
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(SERVICES IDENTIFIED IN STATEMENT OF WORK ATTACHED)

PROJECT TOTAL	\$742,644.00
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ADDITIONAL INCENTIVE	(-\$17,500.00)
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(SEE NOTE BELOW)

FINAL PROJECT TOTAL	\$725,144.00
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ADDITIONAL INCENTIVE FOR CONTRACT AWARD NO LATER THAN JANUARY 31, 2015 WITH EQUIPMENT SHIPMENT O ATER THAN MARCH 1, 2015.

Date: July 22, 2014

Customer Connection Quotation 1307 E Algonquin Rd Schaumburg, IL 60196
Quote #: BGT07222014

Prepared By: Bobby Thompson

Phone: (469) 236-3743

Fax: (972) 445-0915

Prepared For : Stuart Blasingame
Company : Town of Prosper
Phone:
**Bill To
Address:**
**Ship to
Address:**

Equipment Details and Pricing					
Item	Qty.	Model	Description	Unit Price	Total Price
1	1	PW9130L3000T-XL	Eaton 9130 , 3kVA/2700W, 120VAC in-out	\$ 3,292.00	\$ 3,292.00
2	2	PW9130N3000T-EBM	Eaton Extended battery cabinet to provide 66 minutes of battery backup at full load	\$ 879.00	\$ 1,758.00
3	1	116750222-001	ConnectUPS-BD Web/SNMP Card	\$ 335.00	\$ 335.00
4	1	9SW3Y-3000UC	3-Year Extended Warranty UPS System	\$ 429.00	\$ 429.00
5	2	9SW3Y-3000BC	3-Year Extended Warranty Battery Packs	\$ 208.00	\$ 416.00
6	1	NexLog740	NexLog 740 base system: 3U rack-mount, Intel Core2 Quad CPU, Dual NIC, Embedded Linux, NexLog base software, web-based configuration manager, and 1st year warranty.	\$ 7,995.00	\$ 7,995.00
7	1	105301	Integrated 7" Color LCD Touch Screen Display	\$ 1,295.00	\$ 1,295.00
8	1	105310	2 x 1TB fixed-mount s/w-RAID1 = 1TB storage (standard)	\$ -	\$ -
9	1	105385	Equip with 1 Blu-Ray Drive (Archive to Blu-Ray or DVD-RAM)	\$ 390.00	\$ 390.00
10	1	108233-000	Dual hot-swap power supplies, 120/240VAC (standard)	\$ -	\$ -
11	1	324430	Rack Mount Slides - 4 Post, 3U (for NexLog 740)	\$ 360.00	\$ 360.00
12	1	105284-016	16-Channel Analog Card, 16 Ch. Licenses	\$ 4,000.00	\$ 4,000.00
13	1	109033-007	QTY of Quick Install Kits (23 ft Cable + "66" Block)	\$ 300.00	\$ 300.00
14	1	271083	QTY of 8 packs MediaWorks PLUS (web) concurrent licenses	\$ 995.00	\$ 995.00
15	1	SVC03SVC0115D	Labor to Install UPS System	\$ 646.00	\$ 646.00
16	1	SVC03SVC0115D	Labor to Install Logging Recorder	\$ 3,076.00	\$ 3,076.00
				QUOTE PAGE TOTAL	\$ 25,287.00

HGAC CONTRACT #RA05-12 PRICING
PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



December 22, 2014

Town of Prosper, Texas
Attn: Stuart Blasingame
Prosper Fire Department
Prosper, Texas

Chief Blasingame,

Thank you for allowing Motorola and our partners to work with The Town of Prosper in its communications needs and requirements. DFW Communications is the only Motorola Premier Service Provider authorized to perform installation work in the Dallas Metroplex. This is a key component, when using DFW, in ensuring that any services or integration into existing Motorola systems or equipment are not impacted by non-authorized third party companies. This allows you to have confidence that any existing warranties will not be impacted by non-certified or trained individuals.

Should you have any questions or require additional information, please contact me at 972-977-8022.

Regards,

Becky Smartt
Sr. Account Manager

December 19, 2014

Chief Blasingame

Prosper Fire Department

Budgetary Project Quote

Chief below I have outlined the various areas we discussed as part of the P25 radio system upgrade. This includes the following:

1. Installation of the G2 fire station alerting system
2. Addition of Sound Sphere speakers in the apparatus bays
3. Installation of a tower at station-2 and a licensed microwave link

Fire station alerting system

DFW will provide installation and configuration services of the equipment supplied by the Town of Prosper and G2 at station-1, station-2 and dispatch. All configuration of the Town's computer network to be done by the IT contractor.

Station-1	\$25,000
Station-2	\$20,000
Dispatch	\$8000
Total	\$53,000

In addition, the town has requested zoned amplifiers and sound sphere speakers be installed in each station apparatus bay.

4	Sound Sphere Bay Speakers	\$992.00
4	Speaker Mounting Brackets	\$232.00
4	Speaker 70 volt transformers	\$460.00
2	Bogan 60 watt amplifiers	\$920.00
	Installation	\$2290.00
	(2447.00 for Central, 2447.00 for Station 2)	Total
		\$4894.00



Station-2 radio tower and microwave

In order to facilitate radio and station alerting connectivity to fire station 2 the addition of a small radio tower and licensed microwave link will need to be installed. This connectivity will also be used for phone and computer connectivity back to the Town's computer network. Below is a projected budgetary cost for the purchase and installation of the equipment and tower.

Radio tower purchase and installation	\$15,000
Licensed microwave link purchase and installation	\$25,000
Total	\$40,000

Total project budgetary estimate

G2 fire station alerting installation	\$53,000
Addition of bay sound sphere equipment	\$4894.00
Radio tower and microwave for station-2	\$40,000
Total	\$97,894.00



US DIGITAL DESIGNS

Tempe, Arizona USA

Phoenix G2 - Automated Fire Station Alerting

Quotation to:

**Town of Prosper, TX
Prosper Fire Department**

Project:

**Fire Station Alerting System
for One Dispatch Center and Two Stations**

Proposal number:

PTX003

Revision #

1

Quote Date:

18-Dec-2014

Quote Expires:

16-Jun-2015

FOR FINAL INSTALLATION CONTACT:

NOT YET INCLUDED / TBD

Pending Final Approved Design

By:

Erik Hanson

Project Manager

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

602-687-1739 direct

480-290-7892 fax

ehanson@usdd.com

This Quote Subject to Review for Errors and Omissions

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 12/18/2014
Expires: 6/16/2015

Quote SUBMITTED TO:

Town of Prosper, TX
Fire Station Alerting System

REF PROPOSAL**PTX003 v1****Dispatch-Level Equipment/Services****DISPATCH CENTER**

Item	Unit	Mfr	Qty	Description	Part No.	Unit	Ext
COMMUNICATIONS GATEWAY EQUIPMENT							
1	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface)	G2-GW	\$ 6,500.00	\$ 6,500.00
2	Kit	USDD	1	G2 Gateway Audio Serial Interface (GaSi)	GaSi	\$ 1,295.00	\$ 1,295.00
3	Kit	USDD	0	G2 HDTV Remote module	TVR	\$ -	\$ -
4	Kit	USDD	0	G2 Light Tower Interface	LTI	\$ -	\$ -
COMMUNICATIONS GATEWAY INTERFACES							
5	LOT	USDD	0	Radio System Interface (By Owner - working with neighboring system)	RSI	\$ -	\$ -
6	LOT	USDD	0	Radio System Interface Modification	RSI-CM	\$ -	\$ -
7	LOT	USDD	0	Additional Radio Channel	ARC	\$ -	\$ -
8	LOT	CAD	1	CAD Interface - ICS (USDD-side Only - Customer responsibility to discuss CAD- side costs (if any) with their vendor).	CAD-I	\$ 9,800.00	\$ 9,800.00
COMMUNICATIONS GATEWAY SERVICES							
9	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 250.00	\$ 12,500.00
10	LOT	USDD	1	Gateway Installation and Start-up	GW-ISU	\$ 5,240.00	\$ 5,240.00
11	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 352.00	\$ 352.00
12	LOT	USDD	1	Training - System Administrator	TRA-SA	\$ 2,150.00	\$ 2,150.00
13	LOT	USDD	1	Training - Dispatch Operator	TRA-DO	\$ 2,150.00	\$ 2,150.00
14	LOT	USDD	0	Misc Option 1		\$ -	\$ -
15	LOT	USDD	0	Misc Option 1		\$ -	\$ -
DISPATCH CENTER							\$ 39,987.00

All COM GATEWAY / Equipment and Services / Running Total: \$39,987.00

All COM GATEWAY / Shipping Total / Running Total: \$80.00

GRAND TOTAL / COM GATEWAY: \$40,067.00

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE**DATE: 12/18/2014****Expires: 6/16/2015**

Quote SUBMITTED TO:

Town of Prosper, TX**Fire Station Alerting System****REF PROPOSAL****PTX003 v1****Station-Level Equipment/Services****Central Fire Station**

Item	Unit	Mfr	Qty	Description	Part No.	Unit	Ext
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PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER	ATX	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
3	Kit	USDD	0	Base Plate	ATX-P	N/C	N/C

STATION CONTROLLER OPTIONS

4	Kit	USDD	1	ATX EXPANSION KIT	ATX-EXP	\$ 5,994.00	\$ 5,994.00
5	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ -	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ -	\$ -
8	Ea	USDD	1	G2 VOICEALERT - Single Station License	VA	\$ 834.00	\$ 834.00

PERIPHERAL OPTIONS

9	Ea	USDD	9	G2 ROOM REMOTE Module	RR	\$ 1,650.00	\$ 14,850.00
10	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ -	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ -	\$ -
12	Ea	USDD	4	G2 MESSAGE REMOTE Module	MR	\$ 1,050.00	\$ 4,200.00
13	Ea	USDD	0	G2 SIGN REMOTE Module	SR	\$ -	\$ -
14	Ea	USDD	0	G2 HDTV REMOTE Module	TVR	\$ -	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN , Digital LED (GammaSign)	MS-G	\$ -	\$ -
15	Ea	USDD	9	MESSAGE SIGN , Digital LED (BetaBrite)	MS-B	\$ 324.00	\$ 2,916.00
16	Ea	USDD	4	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 54.00	\$ 216.00
17	Ea	USDD	2	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 24.00	\$ 48.00
18	Ea	USDD	0	MS Mount - Articulating, Std. reach	MS-MNT-ART-S	\$ -	\$ -
19	Ea	USDD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 259.00	\$ 518.00
20	Ea	USDD	0	MS Mount - X2 Arm, Artic., Long	MS-MNT-ART-LX2	\$ -	\$ -
21	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ -	\$ -
22	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ -	\$ -
23	Ea	USDD	0	Turnout Timer, Count Up, 2.25"X	TOT	\$ -	\$ -
24	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ -	\$ -
25	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ -	\$ -
26	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ -	\$ -
27	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ -	\$ -
28	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ -	\$ -
29	Ea	Bogn	0	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ -	\$ -
30	Ea	Bogn	4	Speaker - Standard, Flush Mount, 8Ω/70v (S86)	SPK-STD-FM	\$ 66.00	\$ 264.00
31	Ea	Bogn	0	Speaker - Surface Mount (MB), 8Ω/70v	SPK-STD-SM	\$ -	\$ -
32	Ea	USDD	10	G2 LED SPEAKER - Flush Mount, 8Ω/70v	SPK-LED-FM	\$ 270.00	\$ 2,700.00
33	Ea	USDD	0	G2 LED SPEAKER - Surface Mount (MB), 8Ω/70v	SPK-LED-SM	\$ -	\$ -
34	Ea	TIC	9	Transformer, 8ohm to 70V, External	XFMR	\$ 48.00	\$ 432.00

35	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 834.00	\$ 1,668.00	
36	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ -	\$ -	

STATION-LEVEL SERVICES

37	Ea	USDD	0	Station Installation (TBD/Pending)	ST-INST	\$ -	\$ -	
38	Ea	USDD	0	Station Remediation (NA/TBD)	ST-INST	\$ -	\$ -	
39	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -	
40	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,106.00	\$ 2,106.00	
41	Ea	USDD	1	Station Project Management	ST-PM	\$ 790.00	\$ 790.00	
42	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 526.00	\$ 526.00	
43	Ea	USDD	1	Station Documentation	ST-DM	\$ 79.00	\$ 79.00	
44	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	
45	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	
46	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ -	\$ -	
47	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	

Central Fire Station	Individual Station Equipment & Services Subtotal	\$ 56,141
	Individual Station Shipping	\$ 1,489
	INDIVIDUAL STATION GRAND TOTAL	\$ 57,630

REF PROPOSAL

PTX003 v1

Station-Level Equipment/Services

Fire Station #2

Item	Unit	Mfr	Qty	Description	Part No.	Unit	Ext
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PHOENIX G2 - STATION CONTROLLER (Required)

Control up to (8) peripherals

1	Kit	USDD	1	G2 ATX STATION CONTROLLER	ATX	\$ 18,000.00	\$ 18,000.00
2	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
3	Kit	USDD	0	Base Plate	ATX-P	N/C	N/C

STATION CONTROLLER OPTIONS

4	Kit	USDD	1	ATX EXPANSION KIT	ATX-EXP	\$ 5,994.00	\$ 5,994.00
5	Kit	USDD	0	Rack Mount Ears	ATX-E	N/C	N/C
6	Kit	USDD	0	Audio Extension Module	AUD-EXT	\$ -	\$ -
7	Kit	USDD	0	Fiber LAN Modules (2)	FIB-LAN-KIT	\$ -	\$ -
8	Ea	USDD	1	G2 VOICEALERT - Single Station License	VA	\$ 834.00	\$ 834.00

PERIPHERAL OPTIONS

9	Ea	USDD	10	G2 ROOM REMOTE Module	RR	\$ 1,650.00	\$ 16,500.00
10	Ea	USDD	0	RR Trim Plate, for Flush-Mount	RR-TP	\$ -	\$ -
11	Ea	USDD	0	RR Back-Box, for solid-wall flush-mounting	RR-BB	\$ -	\$ -
12	Ea	USDD	5	G2 MESSAGE REMOTE Module	MR	\$ 1,050.00	\$ 5,250.00
13	Ea	USDD	3	G2 SIGN REMOTE Module	SR	\$ 525.00	\$ 1,575.00
14	Ea	USDD	0	G2 HDTV REMOTE Module	TVR	\$ -	\$ -
15	Ea	USDD	0	G2 MESSAGE SIGN , Digital LED (GammaSign)	MS-G	\$ -	\$ -
15	Ea	USDD	13	MESSAGE SIGN , Digital LED (BetaBrite)	MS-B	\$ 324.00	\$ 4,212.00
16	Ea	USDD	6	MS Adapter Plate, VESA 100	MS-ADPT-V100	\$ 54.00	\$ 324.00
17	Ea	USDD	3	MS Tie-Straps (pair) - join two MSs	MS-ADPT-STRP	\$ 24.00	\$ 72.00
18	Ea	USDD	0	MS Mount - Articulating, Std. reach	MS-MNT-ART-S	\$ -	\$ -
19	Ea	USDD	3	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 259.00	\$ 777.00
20	Ea	USDD	0	MS Mount - X2 Arm, Artic., Long	MS-MNT-ART-LX2	\$ -	\$ -
21	Ea	USDD	0	G2 DOUBLE MS KIT (MR, 90-deg Mount, x2MS)	MS-X2K	\$ -	\$ -
22	Ea	USDD	0	G2 I/O REMOTE w/ 8 In & 8 Out	IOR	\$ -	\$ -
23	Ea	USDD	0	Turnout Timer, Count Up, 2.25"X	TOT	\$ -	\$ -
24	Ea	USDD	0	G2 Strobe Light / Red LED	STR	\$ -	\$ -
25	Ea	USDD	0	G2 Color Indicator Remote - Up to 8 unique colors	CIR	\$ -	\$ -
26	Ea	USDD	0	Push Button, Standard (Black)	PB-B	\$ -	\$ -
27	Ea	USDD	0	Push Button, Emergency (Red)	PB-R	\$ -	\$ -
28	Ea	Atlas	0	Audio Amplifier, External, Standard	AMP	\$ -	\$ -
29	Ea	Bogn	1	Speaker-APP/Weatherized (A2T), Surface, 70v	SPK-W-SM	\$ 252.00	\$ 252.00
30	Ea	Bogn	8	Speaker - Standard, Flush Mount, 8Ω/70v (S86)	SPK-STD-FM	\$ 66.00	\$ 528.00
31	Ea	Bogn	0	Speaker - Surface Mount (MB), 8Ω/70v	SPK-STD-SM	\$ -	\$ -
32	Ea	USDD	26	G2 LED SPEAKER - Flush Mount, 8Ω/70v	SPK-LED-FM	\$ 270.00	\$ 7,020.00
33	Ea	USDD	1	G2 LED SPEAKER - Surface Mount (MB), 8Ω/70v	SPK-LED-SM	\$ 270.00	\$ 270.00
34	Ea	TIC	10	Transformer, 8ohm to 70V, External	XFMR	\$ 48.00	\$ 480.00
35	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 834.00	\$ 1,668.00
36	Ea	USDD	0	UPS Extended Runtime Battery	UPS-EXT	\$ -	\$ -

STATION-LEVEL SERVICES

37	Ea	USDD	0	Station Installation (TBD/Pending)	ST-INST	\$ -	\$ -
38	Ea	USDD	0	Station Remediation (NA/TBD)	ST-INST	\$ -	\$ -
39	Ea	USDD	0	Station Installation Supervision	ST-IS	\$ -	\$ -
40	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 2,550.00	\$ 2,550.00
41	Ea	USDD	1	Station Project Management	ST-PM	\$ 956.00	\$ 956.00
42	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 638.00	\$ 638.00
43	Ea	USDD	1	Station Documentation	ST-DM	\$ 96.00	\$ 96.00

44	Ea	USDD	0	Station Training - User/Technician via streamed online video with per-station license and participant registration/verification.	TRA-UT-VID	\$ -	\$ -	
45	Ea	USDD	0	Station Training - User/Technician. On-Site @ Station. 1 Hour, 1 Visit. (3 Units/Hours suggested to cover 3 shifts)	TRA-UT-OS	\$ -	\$ -	
46	Ea	USDD	0	Training - Installation Contractor / USDD G2 Certification (TBD - only needed if using non-certified contractor)	TRA-IC	\$ -	\$ -	
47	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	

Fire Station #2	Individual Station Equipment & Services Subtotal	\$	67,996
	Individual Station Shipping	\$	2,180
	INDIVIDUAL STATION GRAND TOTAL	\$	70,176

ALL STATIONS / System & Services / Running Total : \$124,137.00

All Stations / Shipping / Running Total : \$3,669.00

Grand Total / Station-Level : \$127,806.00

Installation Notes:

01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.

02 - Because these are mission-critical systems, USDD can only warrant systems installed by G2 Trained and Certified Contractors.

03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.

04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.

05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.

06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.

07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.

08 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.

09 - Structural backing for system devices and other millwork (not specifically detailed) by others.

10 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.

11 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.

12 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27

Tempe, Arizona 85281

877-551-87335 tel 480-290-7892 fax

QUOTE**DATE:** 12/18/2014**Expires:** 6/16/2015

Quote SUBMITTED TO:

Town of Prosper, TX**Fire Station Alerting System****REF PROPOSAL****PTX003 v1****Recurring Annual Support Options**

Customer must elect to choose any coverage required beyond 1st Year of Standard Warranty

Item	Unit	Mfr	Qty	Description	Part No.	Unit	Ext
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STANDARD Annual Support Options							
1	LOT	USDD	1	[STANDARD] 1st YEAR SUPPORT Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-1YR-STD	\$ 15,108.57	No Charge - Included in Purchase
2	LOT	USDD	0	[STANDARD] ADDITIONAL / RECURRING ANNUAL SUPPORT OPTION (PER YEAR) Telephone / Remote Access Support (8:00 AM - 5:00 PM MST)	RS-AYR-STD	\$ 15,108.57	\$ -

SUPPORT OPTIONS TOTAL:**\$ -**

Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
 Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 12/18/2014

Expires: 6/16/2015

Quote SUBMITTED TO:

Town of Prosper, TX
Fire Station Alerting System

REF PROPOSAL

PTX003 v1

Section Totals

Dispatch-Level FSAS Subtotal	\$	40,067.00
Station-Level FSAS Subtotal	\$	127,806.00
Support-Level FSAS Subtotal	\$	- (TBD By Customer)
<hr/>		
US Digital Designs System Total	\$	167,873.00

TERMS AND CONDITIONS OF SALE

(Contract Sales)

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by US Digital Designs, Inc. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) of the contract price. UAC, Invoices are due NET 30 upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted by the State of Arizona; and also to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for any and all reasonable attorneys' fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller work in progress and inventoried project parts.
5. **TAXES** The amount of any future sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays.
7. **LIMITED WARRANTY** See warranty document

THE FOREGOING CONSTITUTES THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ANY AND ALL REMEDIES THAT MAY BE AVAILABLE TO CUSTOMER. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY. SELLER'S LIABILITY TO CUSTOMER SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCTS SOLD PURSUANT TO THIS AGREEMENT

8. **INFRINGEMENT** (a) Seller shall defend, indemnify and hold Customer and its customers harmless from any and all costs expenses (including attorneys' fees), losses or damages (except any consequential or special damages or costs) that may be finally assessed against Customer in any action for infringement of any United States patent, copyright, or trademark or maskwork, or any trade secret, or other proprietary right of any third party by the products delivered to Customer hereunder (Products); provided that Customer shall give Seller prompt written notice of any action, claim, or threat of action against Customer relating to the Products; and provided Customer shall give Seller opportunity to elect to take over, settle, or defend any such claim or action through counsel of Seller's own choice and under its sole direction, and at its sole expense and provided that Customer shall not impair and shall make fully available to Seller all defenses against such claim and shall fully cooperate with the defense of same.

If the use of any such Product shall be enjoined or shall subject Customer to liability for infringement, Seller shall have the right at its own expense to take any of the following courses of action: (1) procure for Customer the right to continue using such Product; (2) to replace such Product with a non-infringing product of equivalent function; (3) to modify the Product so that it becomes non-infringing; or (4) to remove the Product from Customer's premises and refund the purchase price together with any transportation and installation costs thereof.

The foregoing obligations of Seller shall not apply to: (1) any product manufactured by Seller to a design provided by Customer (build-to-print); (2) any infringement occasioned by the modification by Customer of any Product without written consent of Seller; (3) any infringement of a patent claim covering a method or process; or (4) any infringement arising from the use of a Product in combination with any device added by Customer without Seller's written consent.

9. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona. Customer agrees to exclusive jurisdiction in the federal or state court located in Maricopa county Arizona.
10. **CERTIFICATION** The person whose signature appears on the attached hereof hereby certifies that, to his best knowledge and belief, the annexed bid is not the result of any agreement, arrangement or understanding between the Seller and any other manufacturer or seller of automatic control systems and that the prices, terms or conditions thereof have not been communicated by or on behalf of the Seller to any such person and will not be communicated to any such person prior to the official opening of said bid.
11. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.
12. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.
13. Actual delivery schedules, customization, and implementation dates are determined ARO.



3499 FM 1461
 McKinney, TX 75071
 (214) 544-0022
 fax: (214) 544-0025

QUOTATION

Number: ICSQ1133
Date: May 12, 2014

Your Sales Consultant	Bill To	Ship To
 <i>Thomas P. Galbraith</i> Phone: 214-544-0022 x22 E-Mail: tommy@icsnews.com	Town of Prosper Fire Dept. Stuart Blasingame 1500 E. First Street Town of Prosper, Texas 75078 Phone 972.347.2424 Fax	Town of Prosper Fire Dept. Stuart Blasingame 1500 E. First Street Town of Prosper, Texas 75078 Phone 972.347.2424 Fax

US Digital Designs API

Expiration Date	P.O. Number	Ship Via	Terms

Product Number, Description and Prerequisites	Qty	List \$	Disc Price	Extended	SAP3	24X7
INT-CAD-USD: Export CAD Fire/EMS call data to the USDD resource notification system (prereq: USDD hardware G2 Comm. gateway, software, CAD Interface Protocol VI.8)	1	30,000.00	19,500.00	19,500.00	4500.00	
SVC-TECH-III: One hour of technical services, level III technician	4	250.00	187.50	750.00		

Customer is responsible for all hardware, software, LAN/WAN connectivity and wireless connectivity.
 Customer will contract with UDDS to provide all UDDS required products and services.
 Customer will setup all code tables as required by the UDDS system.
 All software modifications will be chargeable on a time and materials basis.

Sub-total	31,000.00
Less discount	10,750.00
Distribution	0.00
Total	\$20,250.00

Deposit with order	10,125.00
---------------------------	-----------

Software Assurance Plan (SAP 3) per Yr	4,500.00
---	----------

 Signature or valid purchase order number

Upon approval by your agency, this document will become a SOFTWARE LICENSE ADDENDUM to the original agreement entered into by and between Integrated Computer Systems Inc., located at 3499 FM 1461, McKinney, Texas 75071, hereafter referred to as ICS; and your agency hereinafter referred to as LICENSEE. ICS and LICENSEE have previously entered into an agreement entitled "GENERAL TERMS AND CONDITIONS" hereinafter referred to as the Agreement. Pursuant to the Agreement, incorporated herein by reference for all purposes, and the terms and conditions of this Addendum, LICENSEE agrees to License the Itemized software products from ICS.



December 19, 2014

Town of Prosper, Texas
Attn: Asst. Chief Stuart Blasingame
1500 E. First Street
Prosper, Texas 75078

Subject: K-Core, Console and Subscriber Proposal

Chief Blasingame,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide The Town of Prosper with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for the K-Core with MCC7500 Consoles and APX portable and mobile radios. Included in this proposal are the following:

- Statement of Work
- System Description
- Equipment List with Pricing
- Communications Product Agreement

This proposal consists of this cover letter and the Communications Product Agreement (CPA), together with its Exhibits. This proposal shall remain valid through February 1, 2015 with incentives based on shipments prior to March 20, 2015. The Town of Prosper may accept the proposal by delivering to Motorola the CPA signed by the appropriate individual from Prosper. Alternatively, Motorola would be pleased to address any concerns The Town of Prosper may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Becky Smartt at 972-977-8022.

We thank you for the opportunity to furnish The Town of Prosper with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.

Becky Smartt
Sr. Account Manager

TOWN OF PROSPER K2-CORE AND MCC 7500 DISPATCH SYSTEM



The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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SECTION 1

STATEMENT OF WORK

Motorola is proposing to Town of Prosper the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Police and Fire Dispatch	K Core MCC 7500 2 operator positions
Fire Stations	Replace 2 Base stations with APX consollettes
	29 Mobile Installs
	98 Mobile and Portable programming

The document delineates the general responsibilities between Motorola and Town of Prosper as agreed to by contract.

1.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola supplied equipment described above.
- Schedule the implementation in agreement with Town of Prosper.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide Town of Prosper with the appropriate system interconnect specifications.

1.2 TOWN OF PROSPER RESPONSIBILITIES

Town of Prosper will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Town of Prosper general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation
- The current radio / server room does not have the capacity of this new equipment. Modifications to the building to accommodate this equipment will be necessary.
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide approved FCC licensing as required.
- Make any necessary site improvements to meet R56 standards.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Town of Prosper vendors or other contractors.
- Remove, relocate or dispose of obsolete communications equipment as required.

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Any tower stress analysis or tower upgrade requirements are the responsibility of the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- No box level or performance spec testing will be conducted.

SYSTEM DESCRIPTION

2.1 MCC7500 DISPATCH CONSOLE

Motorola's proposed dispatch solution for Town of Prosper is our MCC7500 Dispatch Console with a standalone P25 Conventional K Core.

This solution will offer IP-based seamless connectivity between Town of Prosper's dispatch operators and field personnel. The MCC7500 Dispatch Console will provide Town of Prosper with a scalable, flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

A description of the console features and benefits, system architecture, and hardware components follow.

Motorola has taken great care to propose an offering that will provide the Town of Prosper with a radio solution that meets their needs.

2.2 MCC7500 DISPATCH CONSOLE

2.2.1 MCC7500 Overview

The Motorola MCC 7500 Dispatch Console is Motorola's mission critical IP high-tier radio dispatch console system. The MCC 7500 dispatch Console features an intuitive, easy-to-use Graphical User Interface (GUI) that runs under a Microsoft Windows® operating system, utilizing the industry standard PC platform. MCC 7500's highly recognizable icons are designed to reduce user training time, and allow dispatchers to manage information more productively.

2.2.2 MCC7500 System Benefits and Features

The MCC 7500 is designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Specific benefits of the MCC 7500 include the following:

- The intuitive, easy to use Graphical User Interface (GUI) *enhances dispatchers' efficiency and accuracy.*
- Robust API *allows CAD systems to have complete access to console status and features* for further improvements in efficiency and accuracy. (Not included)
- *Software-based upgrades* facilitate system and feature expansion.
- Installation is simplified and site costs are reduced because *console positions function without backroom electronics.*

- Console *configuration is performed at centralized Network Management clients*, and *changes are automatically distributed*, which saves valuable technician and administrator time.
- Offers *robust service logs that contain real-time information* to facilitate maintenance activities.
- *Conventional audio can be transported over the IP network*, which eliminates the need for channel banks or a separate circuit-switched network.

2.3 ARCHITECTURE

Motorola's MCC 7500 Console Subsystem consists of the following components:

- MCC 7500 Dispatch Console Positions
- Logging Recorder Subsystem (Not included)
- Conventional Redundant K2-Core
- Conventional Channel Gateways
- Trunking APX 7500 Consolelets

In addition, there are two software programs that comprise the MCC 7500 dispatch position— the Elite Dispatch graphical user interface (the dispatching software used to operate the dispatch position) and the Elite Admin application (the administrative software used to define the layout of the Elite dispatch screens).

Various combinations of these components are connected together and to the rest of the ASTRO 25 system via console site routers and switches on an IP network (Figure 2-1).

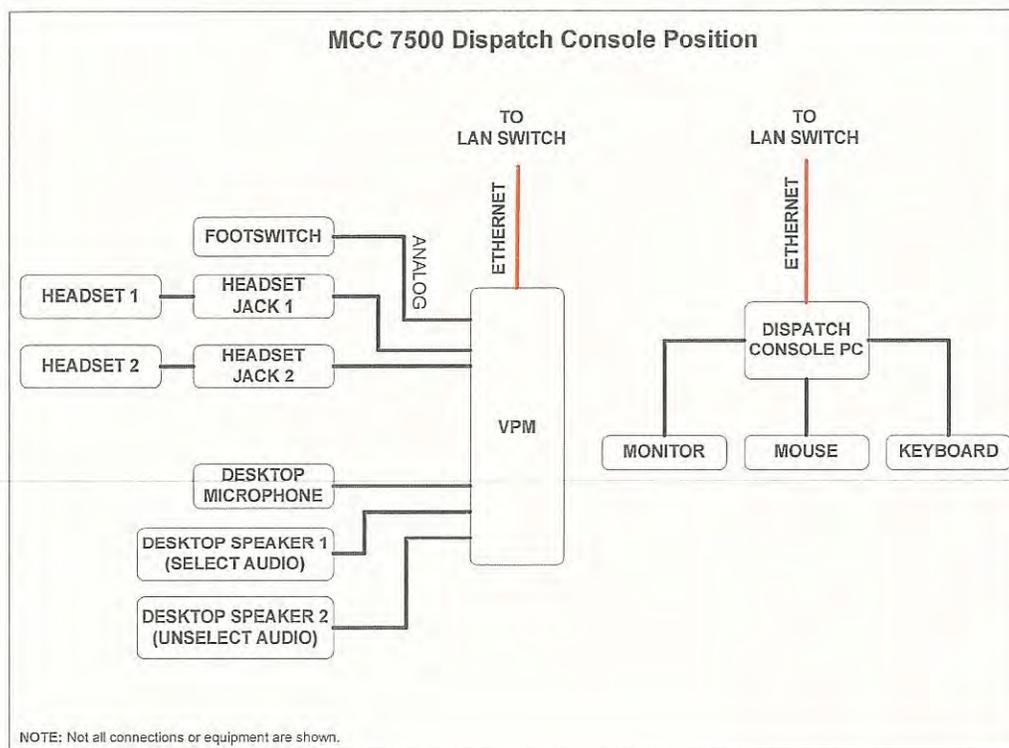


Figure 2-1: Motorola MCC 7500 Dispatch Console Hardware Architecture

The following section of the system description contains descriptions of the above components.

2.3.1 MCC7500 Dispatch Console Position

The proposed Motorola Solutions hardware includes the following equipment at each of the MCC 7500 dispatch positions:

- One (1) Motorola-Certified Personal Computer with keyboard and mouse
- One (1) 19-inch LCD non-touch screen monitor
- One (1) Voice Processor Module (VPM)
- One (1) Desktop Gooseneck Microphone
- Two (2) Headset Jacks
- Two (2) Desktop Speakers
- One (1) Dual Pedal Footswitch
- One (1) Dual Instant Recall Recorder

Headset bases and headset tops have not been included and will need to be provided by the customer.

This section of the system description contains descriptions of the above components.

The 2 dispatch positions will be loaded with software certified with the current ASTRO 25 System Release. Figure 2-2 shows a typical operator position.



Figure 2-2: MCC 7500 Typical Operator Position

Personal Computer (PC)

The VPM-based dispatch console uses an off-the-shelf personal computer running the Microsoft Windows operating system. The PCs used in ASTRO 25 systems have a minitower form factor and come with a keyboard and mouse. A variety of monitors are supported, including both touch and non-touch operation.

The proposed system includes a certified workstation with a 19" Non-Touch Screen Monitor per position.

The model computer being proposed will be capable of operating the ASTRO 7.14 software platform.

Voice Processing Module (VPM)

The VPM connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. The VPM performs the digital-to-analog and analog-to-digital conversions for all analog audio flowing into or out of the dispatch console. The VPM provides all the audio processing services for the VPM-based dispatch console. The VPM is capable of providing encryption/decryption services (Encryption capability is included for future wireline interface to a regional P25 trunking

system). The voice card within the VPM provides the vocoding and audio processing services for the dispatch console. It is capable of supporting IMBE vocoder algorithms for ASTRO 25 operation, as well as supporting audio level adjustments, summing, and filtering, and can support multiple simultaneous streams of audio.

The VPM is designed so it can be mounted in furniture, placed on top of a writing surface, or mounted in an EIA 19 inch rack. It is also capable of supporting monitors weighing up to 80 pounds (36 kg) standing on top of it. The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.

The VPM provides the connections for the following items:

- One desktop microphone
- Two headset jacks
- Eight desktop speakers (four speakers max supported in 7.8 and earlier releases, eight speakers max supports in 7.9 and later releases)
- One logging recorder port
- One radio instant recall recorder
- One telephone instant recall recorder (supported in a future release)
- One external telephone set
- One external paging encoder (for analog resources only)
- One footswitch
- One generic transmit audio input

The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.

Figure 2-3 shows the hardware architecture of the Motorola MCC 7500 Dispatch Console.

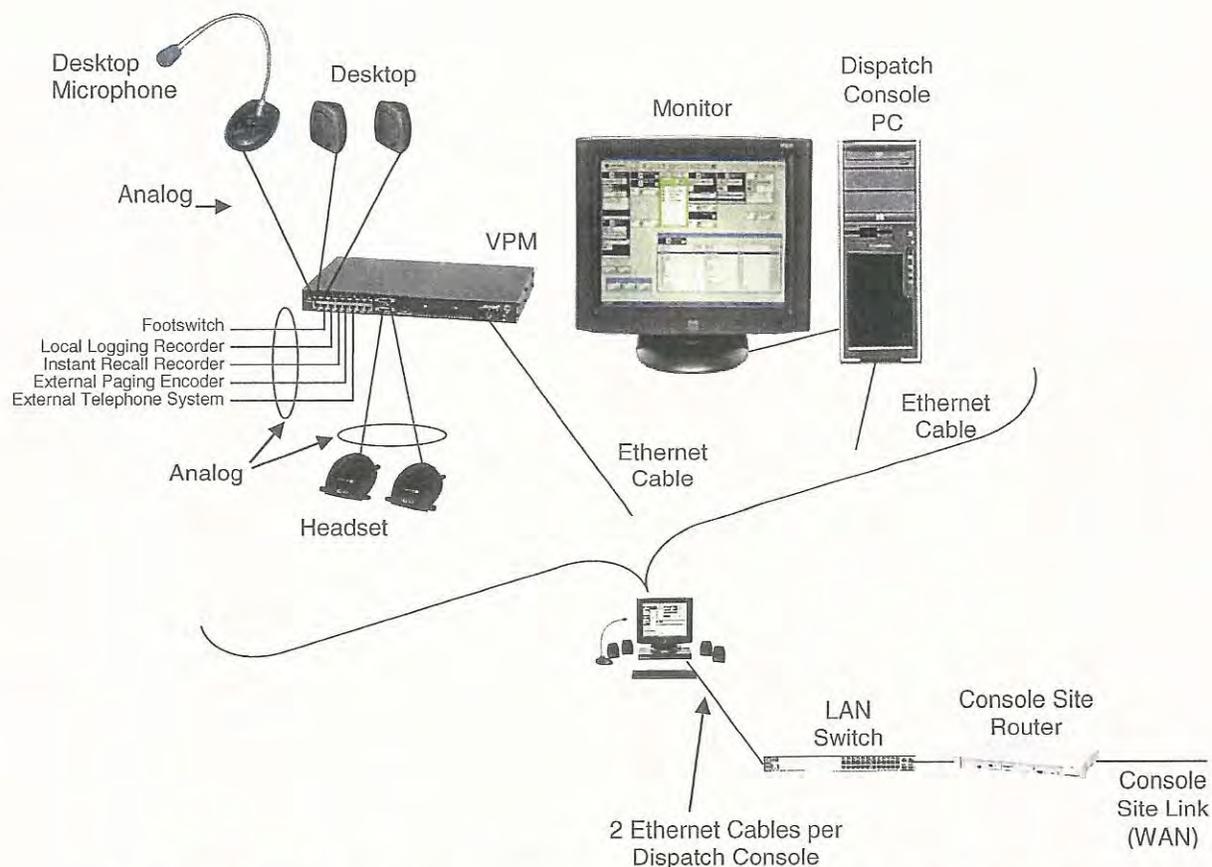


Figure 2-3 Motorola MCC7500 IP Dispatch Console hardware Architecture (with VPM)

Further details on the various dispatch equipment are provided below.

Desktop Microphone

The MCC 7500 Dispatch Console is capable of supporting a single Desktop Gooseneck Microphone. The Desktop Gooseneck Microphone contains a microphone cartridge on a flexible shaft and two buttons in its base. One button controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes a desktop gooseneck microphone per dispatch position.

Headset Jack

A dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatcher to use a headset while operating the dispatch console. The headset jack contains two volume controls; one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio.

The headset jack allows customers to use headsets which both decrease the ambient noise in a control room and reduce the effect of any ambient noise on console transmissions. This improves the quality of the audio being transmitted from the control room and allows the dispatchers to hear received audio more clearly.

The proposed system includes two headset jacks per dispatch position. Headset bases and tops have not been included, and can be added upon request.

Desktop Speaker

A dispatch console is capable of supporting up to Desktop Speakers through which audio is presented to a dispatcher. Each speaker on a dispatch console contains unique audio; that is an audio source cannot appear in multiple speakers at a single dispatch console.

The speaker is a self-contained unit which may be placed on a desktop, mounted in a rack/furniture, mounted on a wall or mounted on a computer monitor. It contains an amplifier which provides 2 Watts of power maximum. Power for the speaker is obtained from the VPM via its interconnect cable. A mounting bracket is included with the speaker.

The speaker provides the user with a continuous volume control knob. This serves as a master volume control for all the audio which appears in the speaker. When the user adjusts this volume control, all the audio in the speaker is increased or decreased by the same amount.

The proposed system includes two desktop speakers per dispatch position.

Footswitch

The dispatch console is capable of supporting a single footswitch. The footswitch allows a dispatcher to access the General Transmit feature or Monitor feature without using his/her hands. This is useful in situations where the dispatch console user's hands are not free for activating those features. The footswitch can contain either one of two pedals. If a footswitch with one pedal is used, the pedal controls the General Transmit feature. If a footswitch with two pedals is used, one pedal controls the General Transmit feature and the other controls the Monitor feature.

The proposed system includes a two pedals footswitch per dispatch position.

A description of the additional ports available on the VPM is provided below.

Telephone/Headset Port

The Telephone/Headset Port allows an external telephone set to be connected to the dispatch console. The dispatch console's headset can then be used to communicate on both the radio system and the telephone set. The port provides the following inputs and outputs:

- A balanced 600 Ohm analog audio output containing the headset's microphone audio.
- A balanced 600 Ohm analog audio input for the external telephone's received audio.
- An input buffer for the Off Hook signal from the external telephone.
- An input buffer for an Auxiliary Jack Sense signal from the external telephone.

When the dispatch console senses a dry closure on the Off Hook input buffer, it removes the selected radio audio from the headset earpiece and puts it back in the appropriate speaker(s). It then routes any audio appearing at the Telephone/Headset Port's audio input to the headset earpiece. It also routes headset microphone audio to the Telephone/Headset Port's audio output. This allows the dispatch console user to communicate hands-free on the telephone set.

When the dispatch console senses a dry closure on the Auxiliary Jack Sense input buffer, it ignores any closures on the Off Hook input buffer. This causes the headset to work with the radio system instead of the external telephone system. This allows the dispatch console headset to be used for radio operations when another person is staffing the telephone set.

If the dispatch console user transmits on any radio resources while the Off Hook signal is active, the headset microphone is re-routed to the radio system for the duration of the transmission. When the transmission is ended, the headset microphone is routed back to the Telephone Headset Port's audio output. The headset earpiece audio routing is not changed during the transmission, so the dispatch console user can still hear the telephone's received audio.

The Telephone/Headset Port allows a dispatch console user to use a single headset to communicate on both the radio system and a telephone system (e.g., a 911 system).

External Paging Encoder Input

The MCC7500 VPM at each operator position features an input for an external paging encoder. This port is used in cases where Town of Prosper may wish to implement a third-party paging encoder to be used in conjunction with or alternate to the integrated paging encoder.

Instant Recall Recorder Port (for Radio)

The Instant Recall Recorder Port (for Radio) allows an instant recall recorder to be connected to a dispatch console. The port provides an RJ45 connector with a balanced, 600 Ohm analog audio output containing the receive radio audio on the selected channels. Transmit audio of any type (from either this dispatch console or a parallel dispatch console) as well as tones generated by the dispatch console (emergency tones, callback tones, busy tones) are not included in the audio output.

If transmit audio is desired for the instant recall recorder, the Long Term Logging Port may be used instead of the Instant Recall Recorder Port. Both outputs have the same electrical characteristics; only the content of the audio is different. No playback speaker input or recording control line output are provided on the port.

Dispatch console generated tones (e.g., emergency alarm tones, trunking busy tones, error tones, etc.) are not included in the audio appearing at the analog audio output. This is done so that they do not interfere with the dispatch console user's ability to understand the voice audio that was recorded.

Short-term, console-specific audio recording is a mechanism used to record a portion of the inbound audio present on a specific dispatch console and make it readily available to the dispatch console user. This recorded audio is retained by the recording system for a short period (typically about 60 minutes) and is easily played back by the dispatch console user. This allows the dispatch console user to replay received audio, which the user may have missed.

Long Term Logging Port

Long term, console-specific audio recording is a mechanism used to record a portion of the inbound and outbound audio present on a specific dispatch console. This is historically done by providing a logging port at the dispatch console, and wiring that port to a track of an audio recording device. The recordings are then archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch console.

The Long Term Logging Port allows an external logging recorder (customer provided) to be connected to a dispatch console. The port provides an RJ45 connector with a 600 Ohm balanced analog output. The audio that appears on this output is configurable, but is typically the audio that was transmitted and/or received at that dispatch console.

The configuration of audio to be presented at this port is tied to the physical dispatch console, so that no matter what user is logged into the console, the same type of audio is logged. This configuration is done as part of configuring the dispatch console at the radio system's network manager. The long term logging port can be configured to log any combination of these audio sources:

- Audio received from the currently selected radio resources (note that the level of this audio is not affected by either the individual volume setting of the radio resource or the master volume control on the speaker or headset jack).
- Microphone audio being transmitted to the currently selected radio resources by this dispatch console user.
- Microphone audio being transmitted to unselected radio resources by this dispatch console user.
- Any tones generated by the dispatch console that appear in its speakers (trunking tones, emergency tones, etc.).
- Tones generated by an external paging encoder.

Please note that this output may be used with an instant recall recorder as well as a long term logging recorder.

Software Based Dual Instant Recall Recorder

The Dual Instant Recall Recorder (IRR) software (CD format) allows users to record the audio from two different sources (e.g., radio and telephone), digitally on a personal computer (the software can also be configured to operate as a single channel IRR). The system uses an individual PC where the recording files are stored on the PC's hard drive. The Instant Recall Recorder keeps a database of all recordings, which allows for convenient "point and click" search and playback of any recordings. Once the software is installed on your PC, the functions are controlled through a Graphical User Interface (GUI) icon.

In addition, the Instant Retrieval Recorder has numerous special features; such as the ability to attach text documents to recordings, a security system, multiple playback (which allows the user to playback more than one recording at the same time), and real time audio monitor (which allows the user to listen to the last ten minutes of a recording in progress without being required to stop recording to be able to listen).

The Instant Retrieval window allows the user to immediately access the recordings. The Instant Retrieval window initially opens on the newest recordings, but allows access to any recordings on the system. The recording can also be saved to the .WAV file that the user specifies. This is useful if the user wants to save a specific recording to a CD or hard disk.

The proposed system includes IRR at each dispatch position with a set of PC speakers.

2.3.1.1 Elite Dispatch Graphical User Interface

The Motorola MCC 7500 dispatch console uses the Elite Dispatch graphical user interface (GUI) for displaying information to and accepting commands from the dispatch console user. The Elite Dispatch GUI is efficient, easy to use and intuitive, having been refined and proven through years of use in public safety dispatch centers around the world.

An example of the Elite Dispatch GUI is shown in Figure 2-4.

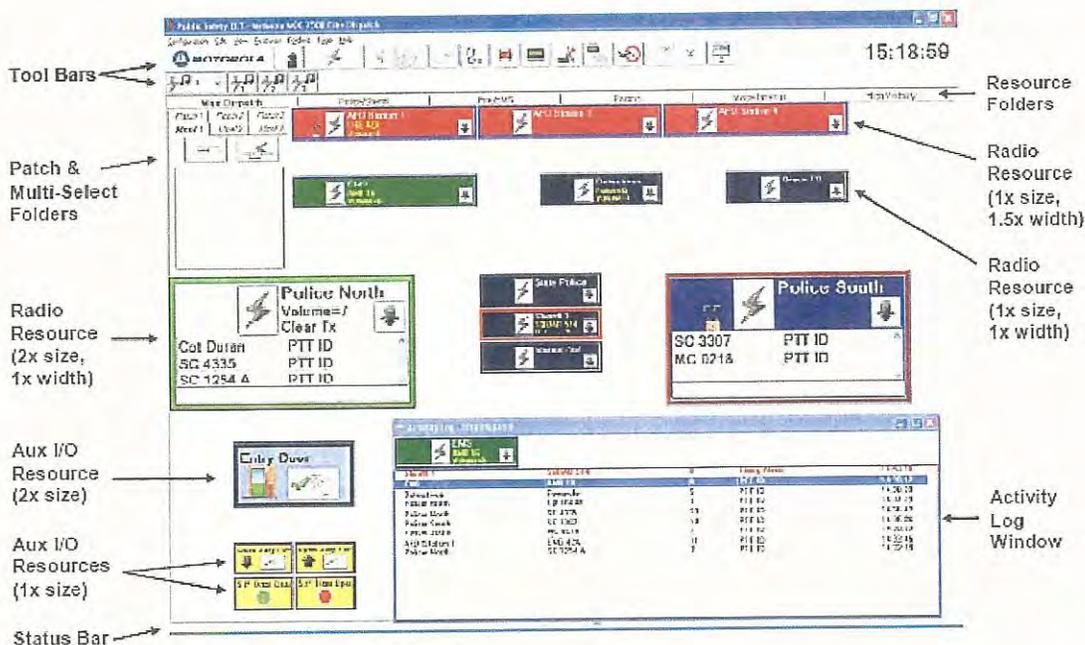


Figure 2-4: Elite Dispatch GUI

The Elite Dispatch GUI is based on Microsoft Windows GUI programming standards and contains many controls, displays and features which are familiar to anyone who has caused Windows-based applications. These features are described in greater detail in the following sections.

2.3.1.1.1 Pull-Down Menus

The dispatcher is able to access features and functions through the pull-down menus. The Elite Dispatch GUI provides the following pull-down menus on a menu bar across the top of the dispatch window.

- **Configuration** – Provides access to the configuration files used by the Elite Dispatch GUI. Also allows the dispatch application to be exited.
- **Edit** – Allows various aspects of how audio, resources and features are presented to the user on the Elite Dispatch GUI to be edited. Changes made using this menu are not permanent and are

- lost when the dispatch application is exited. Also provides access to an on-screen keyboard for use when a hardware keyboard is not available.
- **View** – Allows the dispatcher to control whether or not the Activity Log, Auxiliary I/O and Inbound Event Display Windows are shown.
 - **Features** – Provide access to various features of the dispatch console. Note that some of these features may also be available via buttons on the GUI if so configured. Also allows the System Status Window to be viewed, Tool Tips to be hidden and/or the Status Line to be cleared.
 - **Folders** – Allows the dispatcher to switch between folders, add folders and delete folders. Changes made using this menu are not permanent and are lost when the dispatch application is exited.
 - **Help** – Provides access to detailed online help for using the Elite Dispatch GUI and information about the Motorola MCC7500 application software.

The user may customize which menus are displayed and what they contain via the Elite Admin application.

2.3.1.1.2 Tool Bars

Up to two tool bars may be present across the top of the dispatch window and may be used to provide quick access to frequently used features. The following are examples of the items which may be placed in the tool bars::

- Clock
- General Transmit Button
- Monitor Button
- All Mute Button

There are many other items which may be placed in the tool bars. The Elite Admin application is used to define how many tool bars are displayed and what they contain.

2.3.1.1.3 Status Bar

A status bar is provided across the bottom of the dispatch window for viewing the status of the dispatch console, as well as various error messages. The most current status or error message is displayed in the status bar until cleared by the dispatch console user. The dispatch console user may scroll through the last ten statuses and error messages to view them and may clear them by using the Features menu on the menu bar.

2.3.1.1.4 Resource Folders

The Elite Dispatch GUI provides up to twenty resource folders for organizing the various resources (radio resources, auxiliary input/output resources, etc.) which are assigned to the dispatch console. These folders may be given descriptive names to simplify the organization of the resources.

The resources on a folder are displayed when the dispatch console user clicks on the folder tab. Resources on folders which are hidden behind the one being displayed continue to operate in a normal manner. Radio resource audio on a hidden folder appears in the appropriate speakers/headsets along with a visual call indication on the folder tab. If an emergency alarm or call is received on a radio resource which is located on a hidden folder, a visual emergency indication is displayed on the

folder tab along with the normal emergency audible indication. If both emergencies and calls are being received on resources on a hidden folder, both icons will be displayed on the folder tab.

A resource may be placed on more than one folder at the same time. This allows Town of Prosper to create folders for special situations without having to move resources back and forth between folders. A resource may be displayed in different ways (compressed or expanded) or in different widths or sizes on different folders.

The Elite Admin application is used to configure how many folders appear on the Elite Dispatch GUI and which resources appear on each folder. It is also used to put descriptive names on the folder tabs.

During dispatch operations the dispatch console user may, if so configured by the Elite Admin application, be able to add, remove or move resources on the folders. If this is done, these changes are not saved if the user logs out of or changes configuration files for the dispatch application.

Radio Resources

Voice communication paths in the radio system are represented as radio resources – also referred to as tiles – on the Elite Dispatch GUI. These radio resources are used by the dispatch console user to communicate on and control the radio system.

The following radio resources are supported:

- Trunked Talkgroups
- Trunked Announcement Groups
- Trunked Private Calls
- Analog Conventional Channels
- ASTRO 25 Conventional Channels
- MDC 1200 Conventional Channels
- ACIM Link Based Console Channels

Radio resource tiles are highly configurable and can be customized to meet customer needs. The following aspects of a radio resource tile can be configured:

- Form factor (compressed, larger compressed or expanded)
- Width and Height
- Magnification (1x, 2x or 3x)
- Background color
- Border color
- Which controls and indicators are displayed on the tile
- Location of controls and indicators on the tile
- Which icons are displayed on the controls and indicators

Indicators and Controls

A radio resource contains indicators and controls that allow the dispatch console user to monitor and control various aspects of the radio channel. Examples of the indicators and controls which may appear on a radio resource include:

- Instant Transmit Button
- Transmit Active/Transmit Busy Indications
- Patch Active/Patch Busy Indications
- Received Call Indication

- Received Call Stack
- Individual Volume Control

The types of indicators and controls which appear on the radio resource depend on the type of radio channel it represents, and how it has been configured in the Elite Admin application. The radio resource may be configured to always show the indicators and controls or to allow the dispatch console user to hide them when not in user to save space on the screen.. The icons used on the indicators and controls can be configured in the Elite Admin application to suite the customer’s needs.

- **Compressed Resource** – Allows the dispatcher to hide the indicators and controls (Figure 2-5). Notice the small arrow button which allows the resource to be opened and closed to show the controls and indicators. This saves a tremendous amount of space on the screen by allowing the dispatcher to view only the most critical information for any given channel. This type of display is ideal for dispatchers monitoring several different channels where space in the resource folder is at a premium.



Figure 2-5: Compressed Radio Resource

- **Larger Compressed Resource** – Allows the dispatcher to always show some of the indicators and controls, and hide some of the others (Figure 2-6).

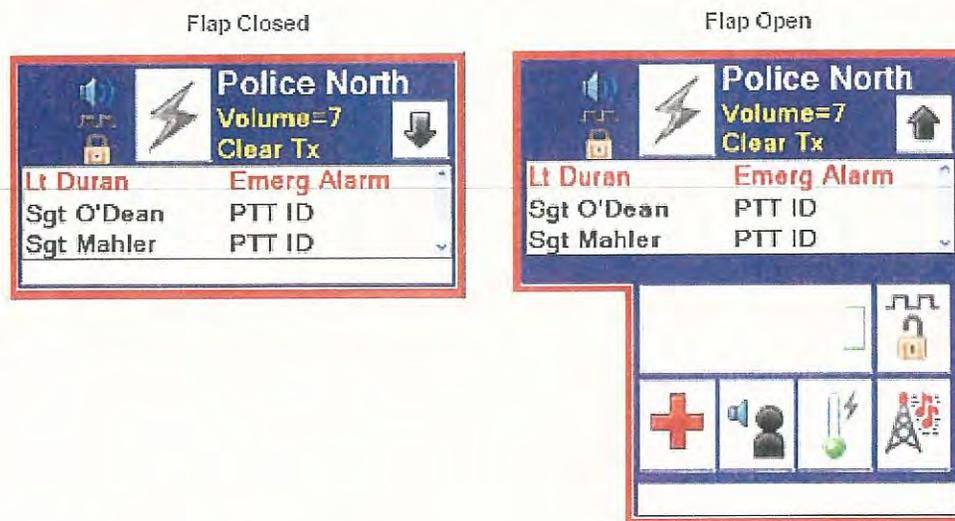


Figure 2-6: Larger Compressed Radio Resource

- **Expanded Resource** – Allows the dispatcher to always shows the indicators and controls (Figure 2-7) and cannot be compressed. Note there is no arrow button on the resource. The expanded version provides the advantage of a single-button press for any function. It is ideal for dispatchers who are only monitoring a few channels/talk groups and where space in the resource folder is not at a premium.



Figure 2-7: Expanded Radio Resource

Full parallel status for radio resources is reflected across all the dispatch consoles which have these radio resources assigned on them regardless of how they are displayed (compressed, larger compressed or expanded). That is, any activity or change on a radio resource appears on all dispatch consoles which have that resource assigned to them.

Received Call Stack

The received call stack provides the dispatcher with a visual record of the most recent inbound calls on radio resources. This allows the dispatcher to keep track of calls during busy traffic periods.

Outbound calls on radio resources from dispatch consoles (both the dispatch console containing the received call stack or parallel dispatch consoles) are not shown in the received call stack.

The calls are displayed in list format on a radio resource, with the most recent calls at the top of the list. Unacknowledged emergency alarms are kept at the top of the stack until they are acknowledged. Once they are acknowledged, they will scroll down the stack as new entries come in.

The number of calls displayed in the list is configurable, as is the type of information displayed. The types of information that can be displayed are: unit ID, unit ID alias, site ID, zone ID, type of call and time. If an alias is available for a piece of information, it is displayed; otherwise the raw information is displayed. Figure 2-8 shows a radio resource containing a received call stack.

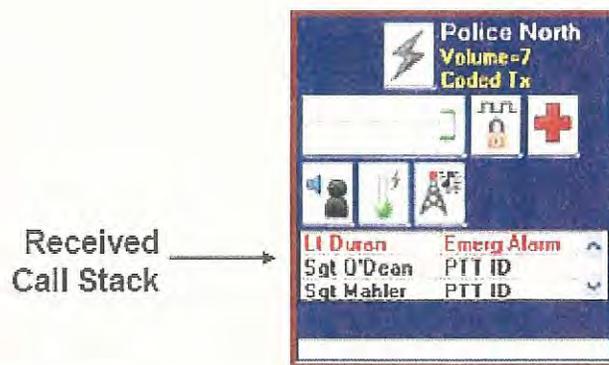


Figure 2-8: Received Call Stack on a Radio Resource

The received call stack provides a quick way for a dispatch console user to respond to calls in the stack. A right mouse click on an entry in the stack will display a submenu of actions that can be taken, such as Send Call Alert or Acknowledge Emergency Alarm. A left mouse click on the right hand column of the stack will toggle the information displayed between the type of call, time of the call, zone ID and site ID. Hovering the cursor over an entry in the stack will pop up a small window with a summary of the information for that entry. The received call stack is configurable on a per-resource per-console basis, so a resource on one dispatch console can have it while the same resource on another dispatch console does not have it.

The received call stack has a fixed memory of 25 calls, but the number of calls which are displayed is configurable via the Elite Admin application. The number displayed may be set anywhere from 3 to 24 calls in increments of 3. Regardless of how many calls are actually displayed, the dispatcher can always scroll through all 25 calls in the stack's memory.

Stack display size is configured on a per radio resource per dispatch console basis. That is, each resource on a dispatch console may have different sized stack displays and the same resource on different dispatch consoles may have different sized stack displays.

The dispatcher can delete individual calls from the received call stack. All of the calls listed in a received call stack can also be deleted with a single action.

Three Line Display

The three line display can be placed on a radio resource to provide three lines in which information can be displayed. These lines are in addition to the two lines that come standard on the resource tile. Multiple instances of the three line display can be placed on a resource tile to provide even more lines if needed. They may be placed in different locations on the resource tile to meet the needs of different customers.

Each line can be individually configured to display one of the following.

- Blank
- Channel Marker
- Priority Select
- Site
- Status/Message

- Transmit Mode
- Unit ID
- Unit ID Alias
- Volume
- Zone
- Customer-defined fixed text

Figure 2-9 shows an example of a three line display.

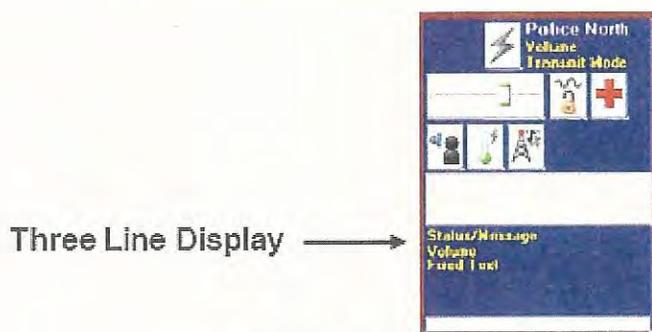


Figure 2-9: Three Line Display on a Radio Resource

2.3.1.1.5 Auxiliary Input and Output Resources

Control relays and input buffers are represented as auxiliary input and output resources on the Elite Dispatch GUI. These auxiliary input and output resources are used by the dispatch console user to monitor the state of input buffers and monitor/control the state of control relays. Auxiliary inputs and outputs (Aux I/Os) allow Town of Prosper to control external devices via relay closures and sense the state of external devices via input buffers from the MCC 7500 Dispatch Console.

The auxiliary input and output resources are represented by various graphical icons which change their appearance based on the state of the resource. The particular icon which is associated with an input or output is configured by the Elite Admin application. The background color of auxiliary input and output resources can also be configured in the Elite Admin application.

Examples of some of the icons and background colors which may be used are shown in

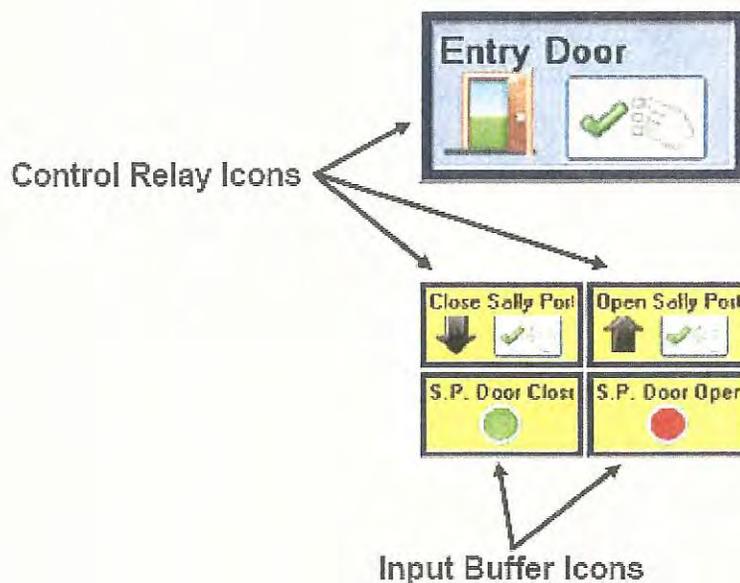


Figure 2-10: Auxiliary Input/Output Resource Icons

Auxiliary input and output resources may be grouped together so that they can be moved or assigned/de-assigned as a group. This is useful for situations where the auxiliary input output resources are being used to interface to comparators or other devices which require multiple control relays or input buffers.

Full parallel status for auxiliary inputs and outputs is reflected across all the dispatch consoles which have the auxiliary inputs and output resources assigned on them. That is, if an auxiliary input or output changes state, the change of state is reflected on all the other dispatch consoles which have that auxiliary input or output assigned on them.

2.3.1.1.6 Patch and Multi-Select Folders

The patch and multi-select features are accessed via a set of dedicated folders on the Elite Dispatch GUI. These folders are smaller than the resource folders, and may be placed on the screen to suit the dispatcher's preferences. The placement is done in the Elite Admin application. There can be up to sixteen patch folders and three multi-select folders.

Patch Folders

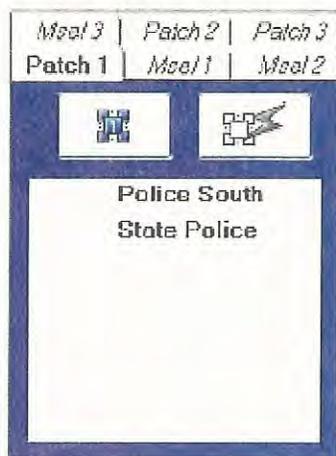


Figure 2-11: Patch Folder

Clicking on one of the patch folder tabs brings it into view. The patch group is then opened by clicking on the left-most button on the folder. Once the patch group is open, the patch group is editable and members may be added or removed from the patch group by clicking on the desired radio resources. Note that patch groups are active whenever there are members assigned to them. This is true even if the patch group is not open.

The members of the patch group are shown on the patch folder along with the status of each member (patched or pending). The resources in the patch also show an indication that they are in a patch group.

Some patch groups contain members which were pre-assigned by the Elite Admin application. These patch groups become active as soon as possible after the dispatch console begins using the configuration file which contains the pre-assigned patch groups. The dispatcher can add/remove members from the pre-assigned patch group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different

configuration file.

A patch transmit button is provided on the patch folder to allow the dispatcher to easily transmit on all members of the patch group with a single button press. Figure 2-11 shows an example of a patch folder containing some radio resources.

Multi-Select Folder

Clicking on one of the multi-select folder tabs brings it into view. The multi-select group is then opened by clicking on the left-most button on the folder. Once the multi-select group is open, the multi-select group becomes active, and members can be added or removed from the group by clicking on the desired radio resources. Closing the multi-select folder (by clicking on the left-most button a second time) deactivates the multi-select group.

Note: This operation is different than that of the patch folders. A dispatch console can only have one multi-select group active at a time, but it can have multiple patch groups simultaneously active.

The members of the multi-select group are shown on the multi-select folder.

Some multi-select groups contain members which were pre-assigned by the Elite Admin application. The dispatcher can add/remove members from the pre-assigned multi-select group, but these additions/removals are lost when the dispatch console either re-loads the configuration file or changes to a different configuration file. Pre-assigned multi-select groups can also be configured via the Elite Admin application to be “locked”. When configured this way, the dispatch console user cannot edit the multi-select group.

Figure 2-12 shows an example of a multi-select folder containing some radio resources.

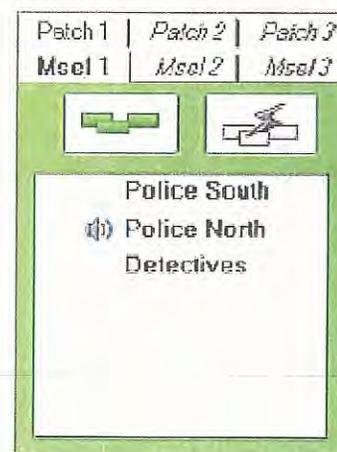


Figure 2-12: Multi-Select Folder

2.3.1.1.7 Activity Log Window

The dispatcher can use the activity log window as a point of reference for all calls coming into the dispatch console. The activity log shows call information associated with all incoming radio calls such as the name of the radio resource and the time of the call. Incoming calls from all radio resources assigned to the dispatch console are displayed in the activity log.

Figure 2-13 shows an example of an activity log window.

Resource Name	Unit ID	Status	Time
Police South	Cpt McAllen	4	PET ID 13:14:50
SWAI	SF 0251	12	PET ID 13:13:17
Public Works	Water 47	37006700	PET ID 13:11:27
Shenit 1	Squad 225	8	PET ID 13:09:02
EMS	Rescue 14	7	PET ID 13:08:04
Police South	Sgt Hernandez	10	PET ID 13:04:39
Police North	Lt Duran	3	Emerg Alias 13:01:45
State Police	Unit 3722	6	PET ID 12:50:28
Grace PD	Chief Li	15	PET ID 12:57:42
Police North	Sgt O'Dean	11	PET ID 12:54:30
EMS	Rescue 14	7	PET ID 12:52:32
Police South	Cpt McAlle	4	PET ID 12:51:45
Police North	Sgt Mahler	1	PET ID 12:51:12
Detectives	0400307	20406750	PET ID 12:50:40

Figure 2-13: Activity Log Window

Up to 1000 calls can be held in the activity log. The most recent call is in top of the list and the oldest is at the bottom. Once the list is filled, the oldest calls are discarded as new calls come in. the dispatcher may resize the activity log to show various numbers of calls. For example, when there is light activity, the dispatcher may choose to only show a few calls. During busy hours, the dispatcher may view more calls by simply dragging the lower right hand corner of the activity log (making it longer) to see additional calls.

Dispatchers may respond to incoming calls simply by clicking on a call in the list. When this is done, the entry appears highlighted and the name of the radio resource appears at the top of the activity log. The dispatcher can then press the instant transmit button on the activity log resource tile to communicate with that radio resource.

The information displayed by the activity log can be customized to suit the dispatcher's needs. The activity log can be configured to show combinations of Resource Name, Unit ID or Alias, Status Number or Alias, Receiving Site ID, Receiving Zone ID and Time. This configuration is done via the Elite Admin application and, if so configured, via the dispatcher interface.

There are two levels of control over whether or not the activity log is displayed on a dispatch console. The first level is via the Elite Admin application which controls whether or not a dispatch console has the capability of displaying the activity log. The second level is via the dispatch console user interface where the dispatch console user can choose to view or not view the activity log. Note that if the dispatch console has not been given the capability of displaying the activity log, then the dispatch console user cannot see the activity log at all..

The number of lines that are initially displayed by the activity log is configurable via the Elite Admin application or the dispatcher interface. The number of lines that are displayed may also be changed in real time by changing the size of the activity log window using standard Microsoft Windows resizing techniques. The user can scroll through all the entries in the activity log, even if they cannot all be displayed at once.

The information listed in the activity log can be stored in a text file on the dispatch console's hard disk. The size of the text file can be specified to be between 1 MByte and 20 MBytes. When the file fills up, new data overwrites old data beginning with the oldest data. All data associated with a call is logged to the file, regardless of what portion of the data is actually shown in the activity log window.

2.3.1.1.8 Help

The dispatch console is designed to allow the dispatcher to quickly access information on how to use its features. This help is available right on the dispatch console graphical user interface. There are three types of help available to the dispatcher: Online, Micro and Tool Tips.

Online Help

Online Help provides detailed information on how to use the dispatch console. The user accesses Online Help via the Help menu on the menu bar. The user can search for topics or key words to quickly find the desired information or the user can use a table of contents to find the information. The information is displayed in a pop-up window on the dispatch user interface.

Online Help allows new dispatchers to shorten their learning curve and more experienced dispatchers to quickly remember how to operate seldom-used features.

Micro Help

Micro Help provides information about the state of controls or indicators in a resource tile. When the cursor is placed over a control or indicator on a resource tile, a description of the control or indicator's state is given across the bottom of the resource tile. Figure 2-14 shows micro help text on a radio resource. The text across the bottom of the resource describes the icon the cursor is pointing to.

The text displayed by the Micro Help feature may be edited via the Elite Admin application.

Micro Help allows a dispatcher to view the status of a control or indicator textually instead of graphically.

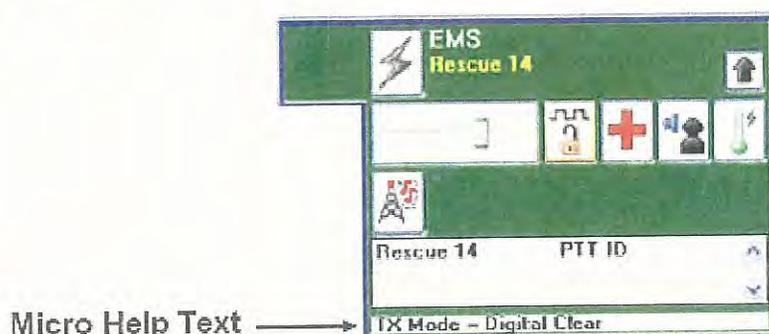


Figure 2-14: Micro Help on a Radio Resource

Tool Tips Help

Tool Tips Help provides information about tool bar buttons and menu bar menus to the dispatcher. When the cursor is placed over a tool bar button, the button's name appears in a small pop-up window next to the cursor, and a short explanation of the button appears in the status bar at the bottom of the dispatch user interface window. When the cursor is moved across a menu item in a menu, a description of the menu item appears in the status bar at the bottom of the dispatch user interface window.

The text displayed by the Tool Tips feature may be edited via the Elite Admin application.

Tool Tips allow a dispatcher to quickly see a short explanation of the button or menu item of interest.

2.3.1.1.9 Inbound Event Display (IED) Graphical User Interface (not included)

For those users who prefer a call-based GUI over a resource-based GUI, the MCC 7500 dispatch console supports the Inbound Event Display (IED) GUI. The IED GUI displays incoming radio events in a queue format. The dispatch console user can manage and respond to these events directly from the queue. Filtering and sorting features are available to allow the information in the queue to be tailored to the needs of the dispatch console user.

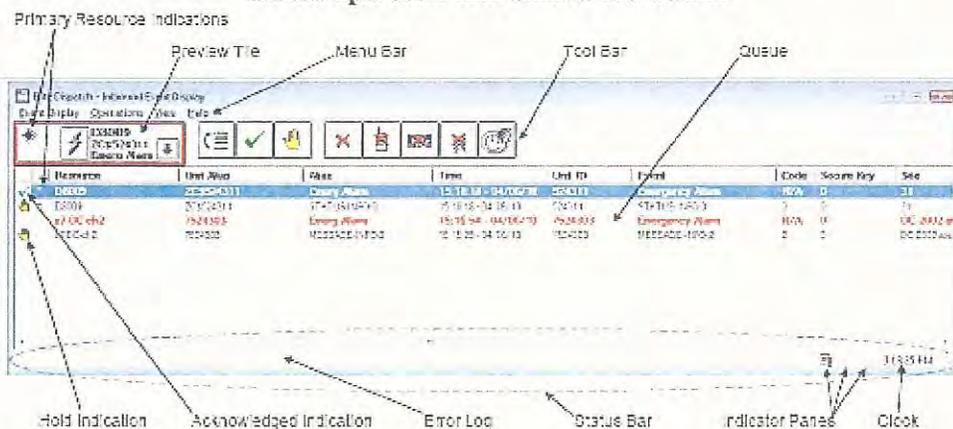
The console can be configured to operate in "quiet mode" when using the IED GUI. This is well suited to customers who wish to operate in a Request To Talk (RTT) environment.

The type of events that can be displayed in the IED window include:

- Emergency Alarm events
- Radio Status events
- Radio Message events

These events can be on trunked radio resources, ASTRO 25 Conventional radio resources and MDC 1200 radio resources.

An example of an IED window is shown in



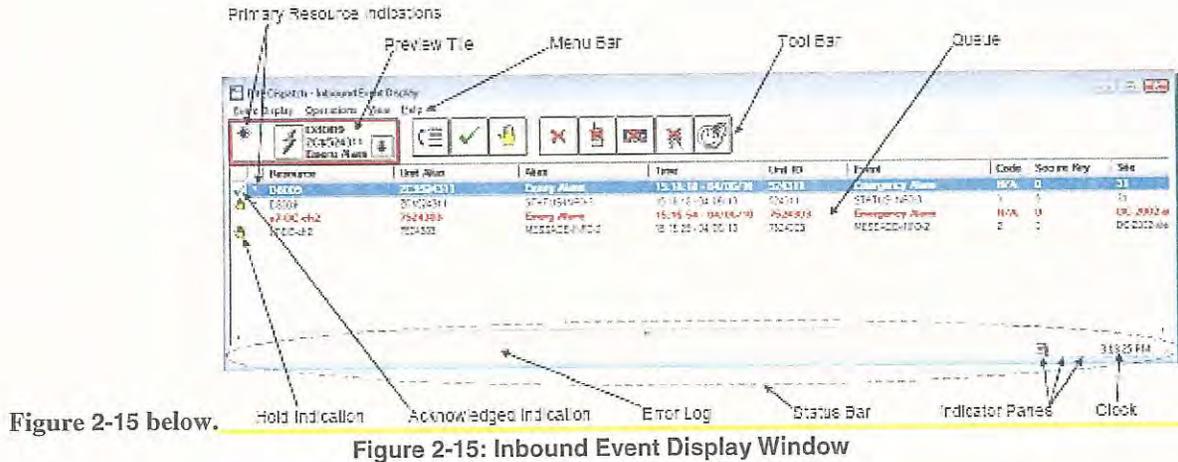


Figure 2-15 below.

Figure 2-15: Inbound Event Display Window

The IED GUI is based on Microsoft Windows GUI programming standards and contains many controls, displays and features which are familiar to anyone who has used Windows-based applications. Detailed description of these features can be provided upon request.

2.3.1.2 Elite Admin Application

The Elite Dispatch GUI screens are configured using the Elite Admin application. This application is designed to be extremely flexible. It allows the administrator to make the screen look very simple with minimal icons and channels, or more sophisticated with many folders and channels.

The Elite Admin application allows supervisors to create screens that can be used by multiple dispatchers (accessed over the network) or even a customized screen per dispatcher. Each screen configuration may be password protected to ensure proper use and control. All of the screen configurations are stored on the server. Once the screens are downloaded to a particular dispatch position, the configuration is run independently from the server and LAN.

Through the Elite Admin application, the supervisor can perform functions including:

- Create new configurations (for any dispatcher).
- Modify existing configurations
- Save configurations
- Determine how many toolbar(s) and where on the toolbar(s) they should go
- Determine the number of resource folders
- Determine the number of patch/multi-select folders
- Name the resource folders and patch/multi-select folders
- Determine the location of patch/multi-select folders
- Determine the height of patch/multi-select folders (e.g., taller if there are many members in the groups)
- Create pre-assigned patch/multi-select groups
- Determine if dispatchers have the ability to assign and deassign resources
- Determine if the activity log is shown initially and where on the screen it is shown (dispatchers may still hide or show the activity log)
- Assign/deassign radio and auxiliary input/output resources to various folders
- Determine location of radio and auxiliary input/output resources in the folders (dispatchers may temporarily change the locations by dragging and dropping the resources)
- Determine where features are placed on each radio resource

- Modify the icons used for resource features
- Add a safety switch on radio resources
- Determine the size of each radio resource (compressed, larger compressed or expanded)
- Determine border color for each radio resource
- Determine audio routing of resources to speakers
- Determine whether selected radio audio stays in a speaker or moves to a headset when headsets are used (this is done on a per-resource per-console basis)
- Set initial volume level of each radio resource
- Determine if auxiliary inputs and outputs appear in a separate window
- Determine icons used for auxiliary input and outputs
- Determine if auxiliary outputs are safety switch protected
- Determine border color for each auxiliary input and output
- Modify tool tips and micro help text

2.3.1.3 Dispatch APIs

The Motorola MCC 7500 dispatch console allows other software applications to monitor and control its application software. This is done via the application programmer interfaces (APIs) described in the following sections.

The APIs are architected in such a way that they can support multiple applications accessing them simultaneously. This allows the APIs to service both the dispatch console user interface and a 3rd party application simultaneously. This is necessary if a CAD system is helping to control the dispatch console with the dispatch console user.

There are three APIs available for use by 3rd parties who wish to access radio system features and functionality via a dispatch console:

- **Console Dispatch Interface API** – Provides a set of functions/messages used for overall management and maintenance of the connections between a software application and the dispatch system
- **Resource Configuration API** – Provides a set of functions used to retrieve configuration and aliasing information pertaining to the dispatch system.
- **Console Features API** - Provides a set of functions/messages allowing for the real-time monitoring and control of a Motorola dispatch communication system.

The ability to locally manage unit ID aliases via an API is not supported at the current time, but may be included in a future release.

A Software Developer Kit (SDK) containing all the information necessary for a 3rd party to be able to access and use the APIs is available for purchase.

A SDK kit has not been included with the proposed system

2.3.2 Logging Recorder Subsystem

The proposed system does not include a logging recorder subsystem. The existing analog recorder will be able to log dispatcher and radio audio traffic through the logging ports of the APX 7500 consolettes for the trunking radio traffic, and the logging ports on the Conventional Channel Gateways (CCGWs) for the analog conventional channels.

2.3.3 Auxiliary Inputs and Outputs

No Auxiliary Inputs or Outputs are included in this system offering, but may be added at any time to the system. The following section provides information on the Auxiliary input and output functionality in a K-Core and MCC 7500 dispatch system.

Auxiliary inputs and outputs (Aux I/Os) allow customers to control external devices via relay closures and sense the state of external devices via inputs buffers from the dispatch console. Starting with release 7.8, there are two basic types of Aux I/Os:

- **Public Aux I/Os** are accessible by more than one dispatch console. A change in state of the Aux I/O is reflected across all of the dispatch consoles which have it assigned on their user interfaces. These Aux I/Os are typically physically located in a common location that is shared by all the dispatch consoles.
- **Private Aux I/Os** are accessible by only one dispatch console. A change of the Aux I/O is only reflected at the single position console which has it assigned on its user interface. These Aux I/Os are typically physically located in the hardware of the dispatch console that is controlling it.

2.3.3.1 Public Aux I/O

The Motorola MCC 7500 dispatch console supports Public Aux I/Os by accessing and controlling SDM3000 RTUs and displaying the status of the RTUs' inputs and outputs on the dispatch console graphical user interface (GUI). The graphical user interface displays the inputs and outputs by using the same icons that are used with inputs and outputs on CENTRACOM Gold Series dispatch consoles. A separate GUI to display the inputs and outputs is not required on the dispatch console.

Graphical icons provided by the dispatch console GUI are used to represent both the function and state of relay outputs. For example, an icon consisting of a light bulb may be used to represent a relay output which is controlling lighting of some type. The dispatcher would click on the button associated with the icon to change the state of the relay output and the icon would change between a lighted bulb and an unlighted bulb to reflect the state of the lighting.

Graphical icons are also used to provide a visual indication of both the function and state of external inputs. For example, an icon consisting of a door may be used to represent an external input which is connected to a door position sensor. The door can be shown in the open state when the sensor says the door is open and it can be shown in the closed state when the sensor says it is closed.

Multiple dispatch consoles may monitor and control the same relay output and/or external inputs. In this case, state changes are indicated across all dispatch consoles simultaneously.

Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatcher. A relay output on one dispatch console can be protected by a safety switch while the same relay output on a different dispatch console is not. The resetting of latched inputs may also be protected by using the safety switch.

Note that accessing Public Aux I/Os between zones is not supported. In other words, it is not possible for a dispatch console in one zone to monitor or control a Public Aux I/O in a different zone.

Supported Aux I/O Configurations



8/18/14

Mr. Michael S. Bulla
CIP Project Manager
407 East First Street
Prosper, TX 75078

RE: Motorola Room Addition
Prosper Town Hall

Michael,

We offer the following proposal for the addition of the Motorola Room located at the Prosper Town Hall. The room will be located in the office north of the dispatch room and will be built to the FEMA Safe Room standards. This is based on the drawing provided and our meeting on August 4th, 2014.

1. Demo floor covering, ceilings, walls, electrical & duct work in the area that is to become the Motorola Room.
2. Construct new safe room walls for the Motorola Room area. The walls will be as detailed in the FEMA Safe Room Design. This includes double sill and top plate, double studs, double plywood, 14 ga. steel plate & gypsum board as the final layer.
3. Construct new ceilings in the Motorola Room area. The ceiling will be as detailed in the FEMA Safe Room Design. This includes double joists, double plywood and 14 ga. steel plate.
4. The door from the corridor into the Motorola Room will be 12 ga. hollow metal door and frame and will have a commercial grade lockset, closer and continuous gear hinge.
5. Provide and install one 2 ton split system HVAC unit with all associated refrigerant and condensate lines.
6. Provide and install VCT flooring and rubber base for the Motorola Room.
7. Provide paint finishes on gypsum board, doors, etc. Repair or modify existing finishes to tie into new construction.

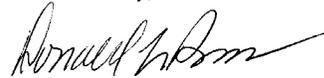
8. Relocate existing light fixtures into corridor and provide and install new switches, plugs and 2 LED light fixtures in the Motorola Room. This includes the 2 50 A plugs and 3 quad plugs shown on the provided drawing. This also includes electrical work associated with new HVAC.
9. Performance and Payment Bonds.

Exclusions:

1. Sales Tax
2. Permit Fees
3. Fire sprinkler system or fire alarm system
4. Security system

The total cost for the above work as outlined is \$40,725. The project will take about 3-4 weeks for construction. The design and material acquisition for items with long lead times may take another 3-4 weeks. Please feel free to contact me if you have any questions.

Sincerely,



Donald L. Pass



Focus on Your Business. We'll Focus on Your IT Network.

16775 Addison Road, Suite 420
Addison, TX 75001
Phone (972) 354-1600

Quotation For:

Contact:	January Cook
Company:	Town of Prosper
Address:	121 W. Broadway Street
City/State/Zip	Prosper, TX 75078
Phone:	(972) 346-2640

Quotation

DATE 1/5/2015
Quotation # 72914
Customer ID TOP

*Quotation valid until: 1/15/2015
Prepared by: Craig Fisher*

Comments or Special Instructions: Server Room Build Out

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
CKF					Due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
5	NCC Tecnology hours labor	95.00		475.00
5	NCC Tecnology hours labor overtime	142.50		712.50
	Move Phone system, run 18 CAT6 20'ea cables between server room			
	Run fiber interduct between Server			
	Rooms, run 6 CAT6 cables from Server Room to dispatch area 25'			
25	NCC Data Proserv	125.00		3,125.00
	Move all server equipment, UPS, Data Racks from old Server Room to New Server Room			
2	24 Port Cat6 Rack Mount Patch Panel	117.00		234.00
2	APC AR8725 Vertical Cable Management	335.00		670.00
4	APC AR8129 Cable Management Arm	101.00		404.00
2	APC Horizontal Cable Manager Single-Sided with Cover - rack cable	92.00		184.00
30	CAT6 14' Patch Cables	9.09		272.70
1	Box CAT6 cable 500'	110.00		110.00
1	20' Fiber interduct	47.50		47.50
4	LC-LC Multimode (OM1) Fiber Optic Patch Cable - 3 Meter	42.84		171.36
		56.00		56.00

A deposit of 75% on all purchases over \$2500 is required

THANK YOU FOR YOUR BUSINESS!

SUBTOTAL	\$ 6,462.06
TAX RATE	
SALES TAX	-
SHIPPING	56.00
TOTAL	\$ 6,518.06



DEVELOPMENT AND COMMUNITY SERVICES

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 – January 13, 2015

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Software Maintenance and Hosting Agreement between CRW Systems, Inc., and the Town of Prosper, Texas, related to continued hosting, maintenance, and support services for TRAKiT Land Management software.

Description of Agenda Item:

For the past several years, the Town of Prosper has been utilizing the TRAKiT Land Management software to track all development and zoning plan applications, engineering plan reviews, issuance of building permits, code compliance cases, and right-of-way permitting. During this time, staff has added additional software modules to facilitate on-site inspection reporting through the use of iPads, public website access on permitting and inspection reports, as well as payment of permits via credit cards. With the addition of a purchasing agent to the Town's Finance Department, she was able to renegotiate the terms of the original agreement, which results in an approximately \$1,200/month savings to the Town.

The initial term of the new agreement will become effective upon execution for a five-year period. At the end of the term, a subsequent agreement will be negotiated. The agreement can be terminated by either party upon thirty days written notice.

This purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. CRW Systems, Inc. is the developer, sole implementer of their software, and the sole provider of technical support and updates for their products.

Budget Impact:

The service fee for the first year of service under the new agreement is \$48,900, and is subject to an annual increase of 2.5% for each subsequent year. The adopted FY 2014-2015 budget includes \$60,000 in the Building Inspections Division budget account #10-5230-80 for this service. 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. Software Maintenance and Hosting Agreement
2. Sole Source Letter

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Software Maintenance and Hosting Agreement between CRW Systems, Inc., and the Town of Prosper, Texas, related to continued hosting, maintenance, and support services for TRAKiT Land Management software.

Proposed Motion:

I move to authorize the Town Manager to execute a Software Maintenance and Hosting Agreement between CRW Systems, Inc., and the Town of Prosper, Texas, related to continued hosting, maintenance, and support services for TRAKiT Land Management software.

SOFTWARE MAINTENANCE & HOSTING AGREEMENT

This Agreement is entered into this _____ day of _____, _____, by and between the TOWN OF PROSPER, TEXAS (hereinafter "CLIENT") and CRW SYSTEMS, INC., (hereafter "CRW") for the hosting, maintenance, and support services as specifically provided herein (hereafter referred to as "the SOFTWARE") provided to CLIENT by CRW pursuant to a separate Installation & License Agreement.

IN CONSIDERATION of the covenants as set forth in this Agreement, CLIENT and CRW agree as follows:

A. SCOPE OF SERVICES**A.1. AGREEMENT CONTENTS:**

This Agreement includes the following Exhibits:

Exhibit A.	Covered Sites, Software Modules, & Configuration
Exhibit B.	Services & Fees

A.2. SERVICES OFFERING:

CRW shall provide maintenance service, technical support, and software updates for the SOFTWARE as further detailed in Exhibit A and herein referred to as "Covered Software". Covered software does not include hardware, hardware vendor operating systems and other system software, CLIENT-developed software, or third-party software.

B. DESCRIPTION OF SERVICES**B.1. SUPPORT SERVICES:**

During the term of this Agreement, CRW shall provide the services described herein so as to maintain the Covered Software in good working order, keeping it free from material defects so that the Covered Software shall function properly and in accordance with its intended use.

B.2. HOSTING & SUPPORT SERVICES:

CRW shall provide the following hosting services:

- B.2.1.** TRAKIT software modifications to correct bugs or errors that are reported to CRW by CLIENT.
- B.2.2.** TRAKIT software updates that are posted from time to time.
- B.2.3.** Technical support via telephone. CRW reserves the right to restrict phone access to CLIENT-designated System Administrators. Toll-free phone access is provided by CRW (888-279-2043).
- B.2.4.** Technical support via web form on CRW web site (www.crw.com).
- B.2.5.** TRAKIT Software enhancement requests may be submitted by CLIENT to CRW. Enhancement requests will be reviewed by CRW and may be incorporated into future releases. CLIENT understands that submittal of enhancement request does not obligate CRW to provide software modification.
- B.2.6.** CLIENT may register for and enroll in CRW training classes for System Administrators or Users. Registration fees may vary from time to time.

B.3. SERVICE LEVEL AGREEMENT:

The purpose of this Service Level Agreement (SLA) is to ensure that the proper commitments are in place to provide consistent IT service support and delivery to CLIENT by CRW. This SLA is valid from the effective date of this contract and is valid until further notice.

B.3.1. Service Availability

Coverage parameters specific to the services outlined herein are as follows:

- B.3.1.1.** Telephone and Email support is available during normal operating hours between 5:00 AM to 5:00 PM (PST) Monday through Friday. Calls received out of office hours will be received by CRW's automated messaging system and best efforts will be made to take action to any after-hours requests.

B.3.1.2. Emails received outside of normal operating hours will be collected, however, no action can be guaranteed until the next working day.

B.3.2. Remedial Support

Upon notification by CLIENT of an error, defect, malfunction or nonconformity in the Covered Software, CRW shall evaluate and classify the notification by the CLIENT and respond as follows:

B.3.2.1. SEVERITY 1: Produces an emergency situation in which the Covered Software is inoperable.

RESPONSE: CRW shall provide a response by a qualified member of its staff to begin to diagnose and to correct Severity 1 problem as soon as reasonably possible, but in any event, a response via telephone will be provided within two (2) hours. CRW will continue to provide best efforts to resolve Severity 1 problems in less than forty-eight (48) hours. The resolution will be delivered to CLIENT as a work-around or as an emergency software fix. If CRW delivers a work-around, the severity classification will drop to Severity 2.

B.3.2.2. SEVERITY 2: Produces a detrimental situation in which performance of the Covered Software degrades substantially such that work cannot be accomplished, severely impacting use; the Covered Software is usable, but materially incomplete; or one or more mainline functions or commands is inoperable.

RESPONSE: CRW will provide a response by a qualified member of its staff to begin to diagnose and to correct a Severity 2 problem as soon as reasonably possible, but in any event a response via telephone will be provided within six (6) hours. CRW will exercise best efforts to resolve Severity 2 problems within five (5) days. The resolution shall be delivered to CLIENT in the same format as Severity 1 problems. If CRW delivers a work-around for a Severity 2 problem, the severity classification will drop to a Severity 3.

B.3.2.3. SEVERITY 3: Produces a situation in which the Covered Software is usable, but has a minor defect; the user suffers little or no significant impact.

RESPONSE: CRW will make a best effort to provide a fix for Severity 3 problems within the next two scheduled maintenance releases.

B.3.2.4. SEVERITY 4: Produces a situation in which use of the Covered Software is superficially affected (e.g. appearance or understanding) and which is correctable by a documentation change or by a future, regular release from CRW.

RESPONSE: CRW will make a best effort to provide a fix for Severity 4 problems within the next four scheduled maintenance releases.

B.3.2.5. For the purpose of the response listed above, an "hour" is defined as one (1) business hour during CRW office hours, and a "day" is defined as one (1) business day during CRW office hours.

B.3.3. Hosting Environment

CRW provides hosting services through the RackSpace Cloud Server solution. At any time, CRW may change hosting providers. Advanced notice will be provided to CLIENT prior to switching hosting provider.

- (1) RackSpace offers a 99.9% uptime guarantee for all Cloud Server environments. The environment provided to CLIENT may be shared by other agencies.
- (2) CRW compiles daily database, image, document, and custom report backups of CLIENT environment. Daily backups are stored for seven (7) calendar days on a separate server maintained by CRW.
- (3) In the event of data corruption or system failure, CLIENT must notify CRW of the event. CRW can utilize one of the daily backups for recovering any data lost up until the point of the last daily backup.
- (4) Archived backups will be maintained monthly for 3 months providing 3 archived backups.

- (5) CRW will provide two (2) separate environments to CLIENT. All updates and releases will be deployed to the CLIENT's TEST environment with notification sent to the CLIENT's representative. Once an update is reviewed by CLIENT, formal notification must be sent to CRW to deploy the update or release to the LIVE system. Testing is the responsibility of CLIENT prior to roll-out among all users.

B.3.4. Security

CRW outsources security to RackSpace for maintaining data and access to the Cloud Server environment.

- (1) RackSpace Cloud Servers are maintained in an undisclosed data center location.
- (2) CLIENT must obtain an SSL certificate should a higher level of encryption be required by CLIENT.

B.3.5. Batch Import Routine/Interfaces

Should CLIENT require updates to the CRW database maintained in the hosted environment, the following parameters are used for deploying or updating data on a regular schedule.

- (1) CLIENT is responsible for maintaining GIS data in an ESRI supported environment. CRW does not maintain any GIS layers within TRAKIT. CRW will use CLIENT's GIS parameters to display information within CRW's TRAKIT application.
- (2) Batch file exchanges with CLIENT's financial application will occur once daily. End of day batch files can be automated from TRAKIT to an FTP site for download and use within CLIENT's financial application.
- (3) Updating data stored within TRAKIT from a central land record system can be automated into GeoTRAK. CLIENT must upload a copy to CRW's FTP site and notify CRW of the file. CRW will incorporate this land data into TRAKIT one (1) time annually as part of this agreement.

B.4. SERVICE NOT INCLUDED:

Maintenance services do not include any of the following:

- (1) Custom programming services;
- (2) On-site support, including installation of hardware or software;
- (3) Support of any software not designated as Covered Software.
- (4) Custom reports/forms or a modification to an existing reports/forms.
- (5) Training, except as specified in Exhibit B.

B.5. ADDITIONAL SERVICES:

CLIENT may request CRW perform additional services which are not covered under the Scope of Services or Description of Services as provided in this Agreement. Should CRW agree to perform said additional services, CRW & CLIENT shall enter into a separate written agreement setting forth the scope of said additional services and the compensation to CRW for those additional services. Said separate written agreement may be made an amendment to this Agreement at CRW's discretion.

B.6. LIMITS OF LIABILITY

CRW assumes no responsibility for the correctness of, performance of, or any resulting incompatibilities with, current or future releases of the Covered Software if CLIENT has made changes to the system hardware/software configuration or modifications to any supplied source code of the Covered Software.

C. DUTIES & RESPONSIBILITIES OF CLIENT**C.1. INFORMATION TO BE PROVIDED BY CLIENT:**

- C.1.1. The CLIENT will provide CRW with access to CLIENT servers and workstations as needed for technical support or assistance.
 - C.1.1.1 CLIENT will provide, for the purpose of CRW providing technical support or assistance, access to CLIENT workstations and servers upon CRW's request.
- C.1.2. The CLIENT will ensure and provide that staff who the use of CRW software will have sufficient basic knowledge of CLIENT business processes and basic MS-Windows functions.
- C.1.3. CLIENT workstations and servers must be compatible with software configurations requested by CRW.

D. COMPENSATION**D.1. HOSTING & SERVICE FEES:**

Fees for Maintenance, Support & Service provided under this Agreement shall be contained in Exhibit B. Should a user and/or software package be added to Exhibit A, CRW reserves the right to adjust and/or amend Exhibit A and Exhibit B accordingly and shall provide CLIENT with notification of such adjustment.

D.2. TAXES:

CLIENT shall, in addition to the other amounts payable under this Agreement, pay all sales and other taxes, national, state or otherwise, however designated which are levied or imposed by reason of transactions contemplated by this Agreement, except those which arise as a result of income, including withholding taxes or similar deductions. Without limiting the foregoing, CLIENT shall promptly pay to CRW an amount equal to any such items actually paid, or required to be collected by CRW.

E. EXCLUSIONS OF LIABILITY**E.1. WARRANTY:**

CRW MAKES AND CLIENT RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE IS EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE FEES AND OTHER CHARGES WHICH CRW IS CHARGING UNDER THIS AGREEMENT DO NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY CRW OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, CRW SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT, IN NO EVENT SHALL CRW BE LIABLE HEREUNDER TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO CRW UNDER THIS AGREEMENT AS A MAINTENANCE FEE FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF THE CAUSE OF ACTION.

E.2. INDEMNITY:

- E.2.1.** To the extent permitted by law, CRW agrees to indemnify and hold harmless CLIENT, its officers, officials, employees, and agents from and against liability, damages, costs, losses, claims and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors or omissions of CRW and its employees, subcontractors, sub consultants, and agents in the performance of this Agreement.
- E.2.2.** To the extent permitted by law, CLIENT agrees to indemnify and hold harmless CRW, its employees, sub consultants, and agents from and against liability, damages, costs, losses, claims, and expenses, including reasonable attorneys' fees, arising out of the negligent acts, errors, or omissions of the CLIENT, its officers or employees, including, but not limited to, incorrect data or information provided by CLIENT.

F. INSURANCES & LICENSES**F.1. INSURANCE:**

CRW shall procure and maintain in force, for the entire duration of this Agreement, insurance providing coverage for bodily injury and property damage which may arise out of the operations of CRW or its subcontractors, employees, agents, assigns or for anyone whose acts any of them may be liable. Such insurance shall have coverage limits equal to or greater than the minimum limits set forth herein.

CRW shall furnish an Accord 25-S certificate of insurance evidencing the existence of all insurance coverage's required by this contract prior to the commencement of a new term.

F.1.1. Commercial General Liability Insurance (CGL)

- F.1.1.1.** Commercial General Liability Insurance (CGL) shall be provided on an Occurrence Form with coverage limits as shown in this section below. Claims-made coverage and Modified occurrence forms are unacceptable.

Each Occurrence Limit	\$2,000,000
General Aggregate Limit	\$3,000,000
Products/Completed Operations Limit:	\$2,000,000
Personal and Advertising Injury Limit	\$2,000,000

F.1.1.2. CRW shall endorse the CGL to include CLIENT as an "additional insured", including coverage for products and completed operations, and a copy of this endorsement shall accompany each certificate. The additional insurance endorsement shall be CG2010\1985 edition or its equivalent.

F.1.1.3. CRW's insurance shall be primary and not excess to, or contributory with any insurance coverage. CRW's insurance shall be endorsed to provide project specific aggregate limits with respect to project covered by this contract.

F.1.1.4. CGL coverage, including products and completed operations coverage, shall be maintained from the date work commences until two years after the work has been completed.

F.1.2. Worker's Compensation/Employers Liability Insurance

F.1.2.1. CRW and its subcontractors are required to purchase and maintain in force worker's compensation coverage and employer's liability coverage at the following limits:

Worker's Compensation Coverage	Statutory Limits
Federal Acts Coverage (if applicable)	Statutory Limits
Employers Liability Insurance	
Each Occurrence Limit	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

F.1.2.2. If the work required by this contract or the location of the work specified in this contract constitutes an exposure to the employees of CRW or its subcontractors under the U.S. Longshoremen and harbor Workers Act, The Jones Act, or under any laws, regulations or statutes that apply to maritime workers, CRW shall ensure that proper coverage is purchased and maintained.

F.1.2.3. CRW and all Subcontractors shall endorse the Worker's Compensation coverage to provide a "waiver of subrogation" in favor of the CLIENT.

F.1.3. Commercial Automobile Liability Coverage

Commercial Automobile Liability Coverage shall be provided as Combined Single Limit \$2,000,000.

Automobile Liability coverage shall include coverage for owned, non-owned and hired automobiles and be endorsed naming the CLIENT as an additional insured.

F.1.4. Professional Liability Coverage

Professional Liability Coverage covering any damages caused by an error, omission or any negligent or wrongful acts related to the services to be provided under this contract. Per occurrence (for all claimants for claims arising out of a single accident or occurrence) in the amount of \$2,000,000.

F.2. LICENSES:

CRW shall maintain all licenses required by law which are applicable and necessary to the course and conduct of their business, including, but not limited to, a business license in the State, County, and/or City in which CLIENT is located, if applicable. Said licenses shall be maintained in full force throughout the term of this Agreement and any extension thereof.

G. TERM & TERMINATION

G.1. TERM:

The term of this Agreement shall be for five (5) years. Covered Software maintenance service and support shall commence upon the receipt of a fully executed original of this Agreement. This Agreement shall remain in effect for the original five (5) year term.

G.2. TERMINATION:

This Agreement may be terminated by CLIENT at any time, with or without cause upon thirty (30) days written notice to CRW. The Date of Termination (hereinafter "Date of Termination" or "Termination Date") shall be defined as the date which is thirty (30) days from the date on which the written notice of termination is postmarked or if sent by email, the date which is thirty (30) days from the date on which CRW is in receipt of said email. In the event of termination by CLIENT, CLIENT shall pay CRW for all services rendered up to and including the Date of Termination. Upon termination CLIENT will be deactivated from access to the Software. All data will be provided to the CLIENT on a separate CD-disk.

H. COMMUNICATION THROUGH CLIENT / CRW DESIGNATED REPRESENTATIVES**H.1. DESIGNATED CONTRACT REPRESENTATIVES:**

H.1.1. All communication relating to fees, termination, or the general provisions of this Agreement shall be exchanged between the designated representatives of CLIENT and CRW Systems as follows:

CLIENT	CRW
January Cook, CPPO, CPPB Purchasing Agent P.O. Box 307 Prosper, TX 75078 Phone: (972) 569-1018 Fax: (972) 569-1005 Email: january_cook@prospertx.gov	Christopher R. Wuerz, P.E. President, CRW Systems, Inc. 2036 Corte Del Nogal Suite 200 San Diego, CA 92011 Phone: (858) 451-3030 Fax: (760) 438-2060 Email: chris@crw.com

H.1.2. If the designated representative or address of either party changes during the term of this Agreement, a written notice shall be given to the other party prior to the effective date of change.

H.2 CLIENT REFERENCES:

CRW will not use CLIENT's name, logo or any other trademarks (including in any press releases, CLIENT "case studies," and the like) without CLIENT's prior written approval, email acceptable

I. ADDITIONAL PROVISIONS**I.1. INDEPENDENT CONTRACTOR:**

CLIENT and CRW acknowledge and intend that, to the maximum extent permissible by law: (a) this Agreement does not constitute an employment agreement by either party; (b) that CLIENT and CRW are independent contracting parties with respect to all services rendered under this Agreement; and (c) this Agreement shall not be construed as a partnership. CRW shall retain sole and absolute discretion and judgment in methods, techniques and procedures used in performing the services set forth herein. The fact that CLIENT or CRW may carry worker compensation insurance for their own respective benefits and for the benefit of each other shall not create an inference of employment.

I.2. ATTORNEY'S FEES:

In the event that any legal proceeding is instituted by either CRW or CLIENT to enforce the terms of this Agreement or to determine the rights of CRW or CLIENT, the prevailing party in said legal proceeding shall be entitled to recover its reasonable costs and attorney's fees.

I.3. APPLICABLE LAW:

This Agreement, its interpretation and all work performed thereunder shall be governed by the laws of the State of Texas. Venue for the enforcement of this agreement shall lie exclusively in Denton County, Texas.

All claims, disputes, and other matters in question arising out of, or relating to, this agreement or the breach thereof shall be resolved in the Court of Denton County, Texas, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.

1.4. BINDING ON SUCCESSORS:

All the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

1.5. SEVERABILITY:

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

1.6. DUE AUTHORITY:

CLIENT represents and warrants that the person executing this Agreement on behalf of CLIENT is an agent of CLIENT and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and has been designated by CLIENT to execute this Agreement on behalf of CLIENT.

CRW represents and warrants that the person executing this Agreement on behalf of CRW is an agent of CRW and has full and complete authority to execute this Agreement and enter into the terms and covenants provided herein, and have been designated by CRW to execute this Agreement on behalf of CRW.

1.7. ENTIRE AGREEMENT:

This Agreement contains the entire understanding and agreement between CRW and CLIENT. Any prior agreements, promises, proposals, negotiations or representations—oral or written—not expressly set forth herein shall be of no force or effect. In the event of a conflict between the terms and conditions of this Agreement and any document incorporated by reference, the terms and conditions of this Agreement shall prevail. This Agreement may be modified or amended only by written agreement signed by both CRW and the CLIENT.

1.8. AGREEMENT AS OFFER:

This Agreement shall be valid only if it is signed by both CLIENT and CRW, and a signed original has been received by both parties on or before January 20, 2015.

TOWN OF PROSPER, TX

Dated: _____

By: _____
Harlan Jefferson, Town Manager

CRW SYSTEMS, INC.

Dated: 12/3/14 _____

By: _____
Nathan Hershkowitz, Executive Vice President

EXHIBIT A**COVERED SITES, SOFTWARE MODULES, & CONFIGURATION****A. COVERED SITES**

This Agreement covers the following CLIENT sites:

1. Town of Prosper, TX offices

B. COVERED SOFTWARE MODULES

This Agreement covers the following TRAKIT software components at each site listed in Exhibit A, Section A:

1. TRAKIT Software Modules including:
 - a. LandTRAK
 - b. PermitTRAK
 - c. ProjectTRAK
 - d. CodeTRAK
 - e. LicenseTRAK
 - f. CRM TRAK
 - g. AEC TRAK
 - h. Reporting
2. eTRAKIT
3. MobilePDA
4. iTRAKIT
5. VoiceTRAKIT IVR
6. Enhancements including:
 - a. eTRAKIT payment processor integration -- US Bank
 - b. TRAKIT+ credit card reader license -- US Bank

C. COVERED CONFIGURATION

This Agreement covers the following configuration:

15 Simultaneous User and 0 Observer licenses of Covered Software (except eMarkup) purchased by CLIENT and installed on Unlimited workstations. (Platform support Windows 7 Operating System).

EXHIBIT B**SERVICES & FEES**

Maintenance Services, Hosting, and Support for the applications and configuration listed in Exhibit A will be provided for a fee and payable per the Fee Schedule below. The fee may be adjusted at the end of the five (5) year term of this Agreement to the then current pricing. Should additions to the number of licensed users or the Covered Software occur during the term of this Agreement or any extension thereof, CRW shall adjust the fee to reflect the applicable changes and provide CLIENT with written notice of the fee change.

FEE SCHEDULE – TRAKIT (15 Users) *

YEAR	FEES	DUE DATE	Covered Period
YEAR 1	\$48,900.00	January 2015	January 2015 – December 2015
YEAR 2	\$50,122.50	January 2016	January 2016 – December 2016
YEAR 3	\$51,375.50	January 2017	January 2017 – December 2017
YEAR 4	\$52,660.00	January 2018	January 2018 – December 2018
YEAR 5	\$53,976.50	January 2019	January 2019 – December 2019

* Annual Maintenance fees include the annual hosting for VoiceTRAKIT. VoiceTRAKIT allows 2,000 minutes/month of activity. Additional minutes can be purchased in increments of 1,000/month for \$100/month



December 30, 2014

Town of Prosper
Attn: January Cook, Purchasing Agent
121 W. Broadway
Prosper, TX 75078

Re: Sole Source for TRAKiT System and Support

Dear Ms. Cook:

This letter will confirm that CRW Systems, Inc. is the sole source provider for the software products TRAKiT, eTRAKiT, TRAKiT GIS, and iTRAKiT. We are also the sole providers of technical support, maintenance, and updates for these products. TRAKiT is our flagship product.

CRW is the developer, and the sole implementer for these software products.

Please let me know if you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan Hershkowitz", with a long horizontal flourish extending to the right.

Nathan Hershkowitz, Executive Vice President
CRW Systems, Inc.



Prosper is a place where everyone matters.

PLANNING

To: Mayor and Town Council
From: Alex Glushko, AICP, Senior Planner
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – January 13, 2015

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Annexation Agreement between G&R STX Investments, LLC, and the Town of Prosper, Texas.

Description of Agenda Item:

In 2010, the Town entered into five-year Annexation Agreements with unincorporated properties within Denton County and in the Town's Extraterritorial Jurisdiction (ETJ). These agreements ensure that development will be in accordance with the Town's standards. The Town has offered to extend the Annexation Agreements by an additional five years. The subject property, generally located on the south side of Prosper Road, 2,000± feet west of Legacy Drive, as shown on Exhibit A of the Annexation Agreement, is eligible for an Annexation Agreement and the property owner has agreed to extend their Agreement.

Legal Obligations and Review:

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the Annexation Agreement as to form and legality.

Attached Documents:

1. Annexation Agreement

Town Staff Recommendation:

Town staff recommends the Town Council authorize the Town Manager to execute an Annexation Agreement between G&R STX Investments, LLC, and the Town of Prosper, Texas.

Proposed Motion:

I move to authorize the Town Manager to execute an Annexation Agreement between G&R STX Investments, LLC, and the Town of Prosper, Texas.

**AFTER RECORDING,
RETURN TO:**
Town of Prosper
Attn: Robyn Battle
P.O. Box 307
Prosper, TX 75078

**STATE OF TEXAS §
 § ANNEXATION AGREEMENT
COUNTY OF DENTON §**

This Annexation Agreement (“Agreement”) is made and entered into as of this ____ day of _____, 2015, (“Effective Date”) by and between the Town of Prosper, Texas, (“Town”) and G&R STX Investments, LLC (“Owner”) on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 100.00 acres, more or less, situated in the J.M. Durrett Survey, Abstract No. 350 and the Neatherly Survey, Abstract No. 962, Denton County, Texas, which is more particularly described in *Exhibit “A”*, attached hereto and incorporated herein for all purposes (“Property”); and

WHEREAS, Town and the Owner desire that the property be developed as set forth herein; and

WHEREAS, Town in accordance with Section 43.035 of the Texas Local Government Code desires to annex certain lands including the Property; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code, Town is authorized to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172 of the Texas Local Government Code and for the purposes set forth in that section.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Owner agree as follows:

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

2. Use and Development. The use and development of the Property before and after annexation shall conform to the uses, density, layout, permitting requirements (including but not limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth by the ordinances of Town (including but not limited to the Comprehensive Zoning Ordinance and the Subdivision Regulations) as they exist or may be amended. Prior to annexation, the Property shall be developed as if it has been designated with agriculture zoning.

3. Annexation and Zoning. Town will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. The parties agree that Town, in its sole discretion, shall determine whether Owner is in compliance with the Agreement and whether it will approve annexation of the Property. Simultaneously with the termination of this Agreement, Town and Owner agree that Town may, in its sole discretion, initiate annexation proceedings for the Property (the "Annexation").

OWNER HEREBY RELEASES TOWN, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT/THEY MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS PARAGRAPH.

4. Water and Sewer Service. Following annexation of the Property by Town, Town agrees to provide sanitary sewer service for the Property in the same manner and in accordance to the same regulations as any development in Town and in accordance with the annexation service plan. Town agrees to provide water service for the Property in the same manner and in accordance to the same schedule as any development in Town if it can lawfully do so. Upon being requested to do so by Town, Owner agrees to execute and convey an easement to Town, at no cost to Town, on that portion of the Property reasonably needed by Town, in Town's reasonable discretion, to be used as a utility easement for water and sewer service, free from any liens or other encumbrances, for the construction and/or extension of water or sewer facilities. Said easement shall be materially in the same form as *Exhibit "B"* and *Exhibit "C"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the easement.

5. Right-of-Way Dedication for Prosper Road (Future Prosper Trail). Upon being requested to do so by Town, Owner agrees to dedicate to Town, at no cost to Town, that portion of the Property reasonably needed by Town, in Town's reasonable discretion, to be used as right-of-way for Prosper Road (Future Prosper Trail), free from any liens or other encumbrances, for the construction and/or extension of Prosper Road (Future Prosper Trail) ("ROW Property"). Said right-of-way dedication shall be by warranty deed materially in the same form as *Exhibit "D"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the right-of-way dedication.

6. Impact Fees. The Property shall be subject to impact fees adopted by Ordinance No. 06-91, as it exists or may be amended.

7. Other Development Fees. Town ordinances covering property taxes, park dedication and/or payment in lieu of dedication of land, utility rates, permit fees and the like are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within Town's corporate boundaries. Further this Agreement does not waive or limit any of the obligations of Owners to Town under any other ordinance, whether now existing or in the future arising.

8. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be five (5) years from the effective date. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Town.

9. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

10. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

Town: Town of Prosper
P.O. Box 307
Prosper, Texas
Attn: Town Manager

With copy to: Terrence Welch
Brown & Hoffmeister, L.L.P.
740 Campbell Road
Suite 800
Richardson, TX 75081

Owner: G&R STX Investments, LLC
1519 SAN BERNARDO AVE
LAREDO, TX 78040

With copy to: L. Kelly Jones
Jones Hassett, PC
440 North Center
Arlington, TX 76011

11. Miscellaneous.

(a) Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Owner shall give notice immediately to Town of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Owners' successors and assigns.

(b) Compliance with Ordinances. Except as provided for in this Agreement, the parties agree that the Owners shall be subject to all ordinances of Town. All construction will be in accordance with applicable ordinances and regulations of Town, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

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

(f) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(g) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal or unenforceable in any

respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Sovereign Immunity. The parties agree that Town has not waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

(l) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document

(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a "permit" as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, Town Manager

ATTEST:

Robyn Battle
Town Secretary

OWNER:

G&R STX Investments, LLC



Exhibit "A"
Description and Depiction of Property

**EXHIBIT A
ANNEXATION
LEGAL DESCRIPTION**

BEING A **100.00** ACRE TRACT OF LAND LOCATED IN THE L. NETHERLEY SURVEY, ABSTRACT NO. 962, AND THE JOHN H. DURRETT SURVEY, ABSTRACT NO. 350, AND BEING ALL OF A CALLED 100.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO GONZALEZ PROPERTIES NO. 2, LTD., RECORDED IN DOC. #2005-48254, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE COMMON NORTHWEST CORNER OF CALLED 100.00 TRACT AND THE NORTHEAST CORNER OF A REMAINDER OF CALLED 420.687 ACRE TRACT OF LAND DESCRIBED IN DEED TO INWOOD PLAZA JOINT VENTURE, RECORDED IN VOLUME 4233, PAGE 738, DEED RECORDS, DENTON COUNTY, TEXAS, AND THE SOUTH LINE OF CALLED 220.75 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE MAHARD 2003 PARTNERSHIPS, L.P., RECORDED IN DOC. #2004-24461, DEED RECORDS, DENTON COUNTY, TEXAS, AND THE CENTERLINE OF PROSPER ROAD;

THENCE **NORTH 89°54'06" EAST**, ALONG THE COMMON LINE OF SAID 100.00 ACRE TRACT AND 220.75 ACRE TRACT AND THE CENTERLINE OF PROSPER ROAD, FOR A DISTANCE OF **1852.12** FEET TO THE SOUTHEAST CORNER OF SAID 220.75 ACRE TRACT AND THE SOUTHWEST CORNER OF CALLED 100.035 ACRE TRACT OF LAND DESCRIBED IN DEED TO RH-TWO, L.P., RECORDED IN DOC. #2004-86507, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE **NORTH 89°48'29" EAST**, CONTINUING ALONG CENTERLINE OF SAID PROSPER ROAD ALONG THE COMMON LINE OF SAID 100.00 ACRE TRACT AND A CALLED 100.035 ACRE TRACT OF LAND, FOR A DISTANCE OF **1058.03** FEET TO THE NORTHEAST CORNER OF CALLED 100.00 ACRE TRACT AND THE NORTHWEST CORNER OF CALLED 105.734 ACRE TRACT OF LAND DESCRIBED IN DEED TO 2006 PROSPER PARTNERS, L.P., RECORDED IN INST. NO. 2006-119648, DEED RECORDS, DENTON COUNTY, TEXAS, CENTERLINE OF PARVIN ROAD;

THENCE **SOUTH 00°40'22" WEST**, LEAVING THE CENTERLINE OF SAID PROSPER ROAD AND ALONG THE COMMON LINE OF CALLED 100.00 ACRE TRACT AND CALLED 105.734 ACRE TRACT, FOR A DISTANCE OF **1524.26** FEET TO THE SOUTHEAST CORNER OF CALLED 100.00 ACRE TRACT AND THE NORTHEAST CORNER OF CALLED 124.888 ACRE TRACT OF LAND DESCRIBED IN DEED TO CORONA ARTESIA, LLC., RECORDED IN INST. NO. 2008-34098, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE **NORTH 89°04'47" WEST**, ALONG THE COMMON LINE OF CALLED 100.00 ACRE TRACT AND THE NORTH LINE OF CALLED 124.888 ACRE TRACT, FOR A DISTANCE OF **2909.89** FEET TO THE SOUTHWEST CORNER OF CALLED 100.00 ACRE TRACT AND THE SOUTHEAST CORNER OF CALLED 420.687 ACRE TRACT;

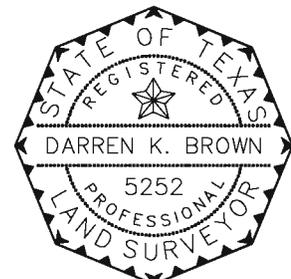
THENCE **NORTH 00°40'22" EAST**, ALONG THE COMMON LINE OF CALLED 100.00 ACRE TRACT AND THE EAST LINE OF CALLED 420.687 ACRE TRACT, FOR A DISTANCE OF **1470.80** FEET TO THE POINT OF BEGINNING AND CONTAINING **4,356,003** SQUARE FEET OR **100.00** ACRES OF LAND.

BASIS OF BEARINGS DERIVED FROM THE WEST LINE OF RHEA MILLS ESTATES AS RECORDED IN CABINET F, PAGE 753, PLAT RECORDS, COLLIN COUNTY, TEXAS.

SHEET 1 OF 2

THIS DOCUMENT, PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST SUPPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

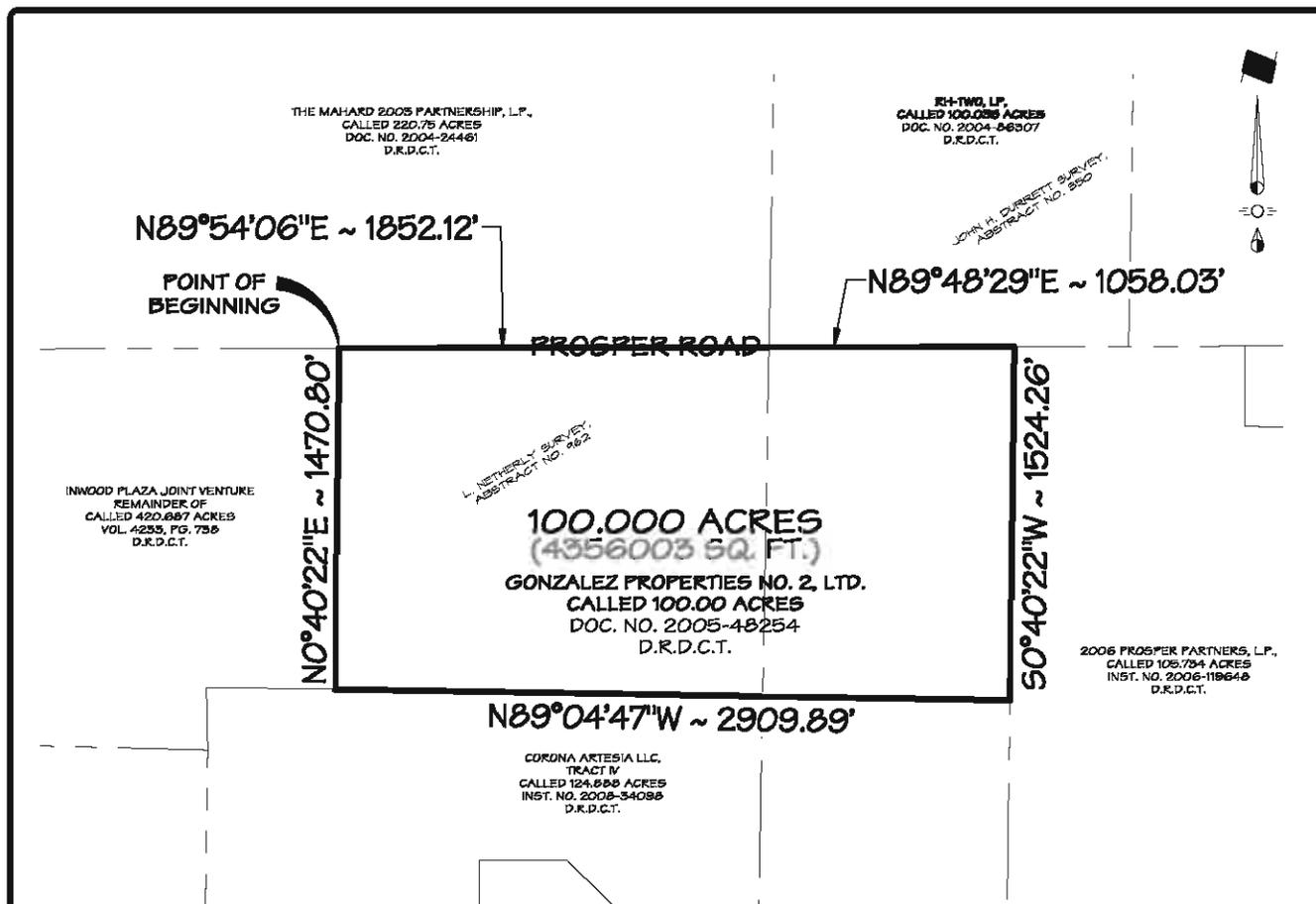
DARREN K. BROWN R.P.L.S. 5252



**P i a r s
ENGINEERING**
730 E. Rock Blvd., Suite 210 Plano, TX 75074
(972) 422-0077 Fax (972) 422-0078

**TOWN OF PROSPER
EXHIBIT 'A'
GONZALEZ TRACT
100.00 AC.**

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
RKM	DKB	N.T.S.	4/7/2010	09-013



SHEET 2 OF 2

THIS DOCUMENT, PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST SUPPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DARREN K. BROWN R.P.L.S. 5252



p i a r s
ENGINEERING

736 E. Rock Blvd., Suite 210 Plano, TX 75074
(972) 422-0077 Fax: (972) 422-0078

TOWN OF PROSPER
EXHIBIT 'A'
GONZALEZ TRACT
100.00 AC.

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
RKM	DKB	1"=800'	4/7/2010	09-013

Exhibit "B"
Water Line Easement Form
with Temporary Construction Easement

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS’ LICENSE NUMBER.”

AFTER RECORDING, RETURN TO:

Town of Prosper
Attn: Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

WATER EASEMENT & TEMP. CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That _____ (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality, (“Grantee”) the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain water line facilities (“Facilities”), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the Town of Prosper, Denton County, Texas, as more particularly described in and depicted on Exhibit “A”, attached hereto and incorporated herein for all purposes (“Easement Property”). Notwithstanding the foregoing, it is agreed that the Facilities shall not be constructed above the surface of the Easement Property, except other than as needed for blow-offs, valves or fire hydrants at a level even with the natural surface grade of the Easement Property. Furthermore, in installing, maintaining and operating the Facilities, Grantee shall not change the direction or flow of surface drainage of storm water over the Easement Property.

WATER & TEMP. CONSTRUCTION (_____)

This conveyance also includes a temporary construction easement on such property as described on Exhibit "B" attached hereto and incorporated herein for all purposes ("Temporary Construction Easement Property") for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the "Temporary Construction Easement"). The Temporary Construction Easement granted herein will terminate and cease upon the earlier of (a) completion of construction of the Facilities and acceptance of the Facilities by the Town of Prosper, or (b) two (2) years from the date Grantor has signed this instrument. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property and/or Temporary Construction Easement Property (but only during the term of the Temporary Construction Easement), or any part of either thereof, for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property and Temporary Construction Easement Property (but only during the term thereof) unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee for any reason is unable to access the Easement Property, then Grantor shall allow Grantee access to the Easement Property over Grantor's adjacent property as may be reasonably necessary for Grantee to access the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement Property that were removed as a result of such work.

There are no liens, attachments, or other monetary encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, with the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 20__.

GRANTOR:

_____, _____,
a Texas _____

By: _____
[INSERT AUTHORIZED SIGNATOR, TITLE]

**AGREED AND ACCEPTED:
TOWN OF PROSPER, TEXAS**

By: _____
Harlan Jefferson, Town Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the _____ and duly authorized representative of _____, a Texas _____, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires:_____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson, Town Manager** for and on behalf of the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Prosper, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires:_____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against a portion of the Water Easement Property and Temporary Construction Easement evidenced by:

Vendor's Lien retained in Deed, dated _____, filed for record on _____ and recorded under Clerk's File No. _____, Real Property Records of Denton County, Texas, securing the payment of one certain promissory note of even date in the principal amount of \$_____, payable to the order of _____, said note being additionally secured by Deed of Trust (with Security Agreement and Assignment of Rents) of even date therewith to _____, Trustee, filed for record on _____ and recorded under Clerk's File No. 2_____, Real Property Records of Denton County, Texas, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien; and

[ADDITIONAL LIENS AS SHOWN ON TITLE SEARCH].

hereby consents to the execution of the foregoing Water Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Water Easement and/or Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____

Printed Name: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ and duly authorized representative of _____, a Texas _____, and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
Legal Description and Depiction of the Easement Property

WATER & TEMP. CONSTRUCTION (_____)

EXHIBIT "B"
Legal Description and Depiction of Temporary Construction Easement Property

Exhibit "C"
Sanitary Sewer Easement Form
with Temporary Construction Easement

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS’ LICENSE NUMBER.”

AFTER RECORDING, RETURN TO:

Town of Prosper
Attn: Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

SANITARY SEWER EASEMENT & TEMP. CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That _____ (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality, (“Grantee”) the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain sanitary sewer facilities (“Facilities”), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the Town of Prosper, Denton County, Texas, as more particularly described in and depicted on Exhibit “A”, attached hereto and incorporated herein for all purposes (“Easement Property”). Notwithstanding the foregoing, it is agreed that the Facilities shall not be constructed above the surface of the Easement Property, except other than as needed for clean-outs or manholes at a level even with the natural surface grade of the Easement Property. Furthermore, in installing, maintaining and operating the Facilities, Grantee shall not change the direction or flow of surface drainage of storm water over the Easement Property.

This conveyance also includes a temporary construction easement on such property as described on Exhibit "B" attached hereto and incorporated herein for all purposes ("Temporary Construction Easement Property") for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the "Temporary Construction Easement"). The Temporary Construction Easement granted herein will terminate and cease upon the earlier of (a) completion of construction of the Facilities and acceptance of the Facilities by the Town of Prosper, or (b) two (2) years from the date Grantor has signed this instrument. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property and/or Temporary Construction Easement Property (but only during the term of the Temporary Construction Easement), or any part of either thereof, for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property and Temporary Construction Easement Property (but only during the term thereof) unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee for any reason is unable to access the Easement Property, then Grantor shall allow Grantee access to the Easement Property over Grantor's adjacent property as may be reasonably necessary for Grantee to access the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement Property that were removed as a result of such work.

There are no liens, attachments, or other monetary encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, with the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 20__.

GRANTOR:

_____, _____,
a Texas _____

By: _____
[INSERT AUTHORIZED SIGNATOR, TITLE]

**AGREED AND ACCEPTED:
TOWN OF PROSPER, TEXAS**

By: _____
Harlan Jefferson, Town Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the _____ and duly authorized representative of _____, a Texas _____, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires:_____

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson, Town Manager** for and on behalf of the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Prosper, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires:_____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against a portion of the Sanitary Sewer Easement Property and Temporary Construction Easement evidenced by:

Vendor's Lien retained in Deed, dated _____, filed for record on _____ and recorded under Clerk's File No. _____, Real Property Records of Denton County, Texas, securing the payment of one certain promissory note of even date in the principal amount of \$_____, payable to the order of _____, said note being additionally secured by Deed of Trust (with Security Agreement and Assignment of Rents) of even date therewith to _____, Trustee, filed for record on _____ and recorded under Clerk's File No. 2_____, Real Property Records of DENTON County, Texas, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien; and

[ADDITIONAL LIENS AS SHOWN ON TITLE SEARCH].

hereby consents to the execution of the foregoing Sanitary Sewer Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Sanitary Sewer Easement and/or Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____

Printed Name: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ and duly authorized representative of _____, a Texas _____, and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
Legal Description and Depiction of the Easement Property

EXHIBIT "B"
Legal Description and Depiction of Temporary Construction Easement Property

Exhibit "D"
Right of Way Warranty Deed Form

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING, PLEASE RETURN TO:

Town of Prosper
Attn: Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

RIGHT OF WAY WARRANTY DEED

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

That _____, a Texas _____ ("Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas Home Rule Municipal Corporation ("Grantee") the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day GRANTED and by these presents does GRANT, GIVE, and CONVEY unto the said Grantee all the following described real estate, to-wit:

Being _____ acres of land, more or less, in the _____ Survey, Abstract No. _____, in the Town of Prosper, _____ County, Texas, more particularly depicted and described in Exhibits "A" and "B", respectively, attached hereto and incorporated herein for all purposes (the "Property").

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in _____ County, Texas; and (ii) all zoning law regulations and ordinances of municipal

and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 20__.

[type grantors name],
a Texas _____

By: _____
[type name and title]

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a Texas _____; and that he executed said instrument for the purposes and consideration therein expressed.

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

Notary Public in and for the State of Texas
My Commission Expires: _____

LIENHOLDER’S CONSENT TO PARTIAL RELEASE OF LIEN:

The undersigned, being the holder(s) of the lien against a portion of the Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____, recorded under Clerk’s File No. _____, from _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$_____, payable to the order of _____; said Note being additionally secured by a Vendor’s Lien of even date retained in Deed, executed by _____ to _____, recorded under _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Right of Way Warranty Deed and agrees that in the event of a foreclosure of the Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the conveyance made by this deed will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____ **Bank, a** _____

By: _____

Printed Name: _____

Its: _____

Address: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, the _____ and duly authorized representative of _____ **Bank**, a _____, on behalf of said corporation.

Notary Public, State of Texas



Prosper is a place where everyone matters.

PLANNING

To: Mayor and Town Council
From: Alex Glushko, AICP, Senior Planner
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – January 13, 2015

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an Annexation Agreement between RH-TWO, LP, and the Town of Prosper, Texas.

Description of Agenda Item:

In 2010, the Town entered into five-year Annexation Agreements with unincorporated properties within Denton County and in the Town's Extraterritorial Jurisdiction (ETJ). These agreements ensure that development will be in accordance with the Town's standards. The Town has offered to extend the Annexation Agreements by an additional five years. The subject property, generally located on the north side of Prosper Road, 1,800± feet west of Legacy Drive, as shown on Exhibit A of the Annexation Agreement, is eligible for an Annexation Agreement and the property owner has agreed to extend their Agreement.

Legal Obligations and Review:

Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the Annexation Agreement as to form and legality.

Attached Documents:

1. Annexation Agreement

Town Staff Recommendation:

Town staff recommends the Town Council authorize the Town Manager to execute an Annexation Agreement between RH-TWO, LP, and the Town of Prosper, Texas.

Proposed Motion:

I move to authorize the Town Manager to execute an Annexation Agreement between RH-TWO, LP, and the Town of Prosper, Texas.

**AFTER RECORDING,
RETURN TO:**
Town of Prosper
Attn: Robyn Battle
P.O. Box 307
Prosper, TX 75078

**STATE OF TEXAS §
 § ANNEXATION AGREEMENT
COUNTY OF DENTON §**

This Annexation Agreement ("Agreement") is made and entered into as of this ___ day of _____, 2015, ("Effective Date") by and between the Town of Prosper, Texas, ("Town") and RH-TWO, LP ("Owner") on the terms and conditions hereinafter set forth.

WHEREAS, Owner owns approximately 100.035 acres, more or less, situated in the J.M. Durrett Survey, Abstract No. 350, the J. McKim Survey, Abstract No. 889, and the A. Roberts Survey, Abstract No. 1115, Denton County, Texas, which is more particularly described in *Exhibit "A"*, attached hereto and incorporated herein for all purposes ("Property"); and

WHEREAS, Town and the Owner desire that the property be developed as set forth herein; and

WHEREAS, Town in accordance with Section 43.035 of the Texas Local Government Code desires to annex certain lands including the Property; and

WHEREAS, pursuant to Section 212.172 of the Texas Local Government Code, Town is authorized to make a written contract with an owner of land that is located in the extraterritorial jurisdiction of the municipality for purposes set forth in that section; and

WHEREAS, the parties desire to agree on the matters set forth in this Agreement pursuant to Section 212.172 of the Texas Local Government Code and for the purposes set forth in that section.

NOW, THEREFORE, in consideration of the mutual benefits and premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Owner agree as follows:

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

2. Use and Development. The use and development of the Property before and after annexation shall conform to the uses, density, layout, permitting requirements (including but not

limited to submittal of site plans and plats) and development standards (including but not limited to masonry requirements, parking standards and landscaping standards) set forth by the ordinances of Town (including but not limited to the Comprehensive Zoning Ordinance and the Subdivision Regulations) as they exist or may be amended. Prior to annexation, the Property shall be developed as if it has been designated with agriculture zoning.

3. Annexation and Zoning. Town will not annex the Property, unless requested to do so by Owner, during the term of this Agreement provided that Owner complies with the terms and conditions of this Agreement. The parties agree that Town, in its sole discretion, shall determine whether Owner is in compliance with the Agreement and whether it will approve annexation of the Property. Simultaneously with the termination of this Agreement, Town and Owner agree that Town may, in its sole discretion, initiate annexation proceedings for the Property (the "Annexation").

OWNER HEREBY RELEASES TOWN, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, FROM AND AGAINST, AND WAIVES ANY AND ALL RIGHTS TO, ANY AND ALL CLAIMS AND/OR OBJECTIONS, IT/THEY MAY HAVE WITH REGARD TO THE ANNEXATION AS DESCRIBED IN THIS PARAGRAPH.

4. Water and Sewer Service. Following annexation of the Property by Town, Town agrees to provide sanitary sewer service for the Property in the same manner and in accordance to the same regulations as any development in Town and in accordance with the annexation service plan. Town agrees to provide water service for the Property in the same manner and in accordance to the same schedule as any development in Town if it can lawfully do so. Upon being requested to do so by Town, Owner agrees to execute and convey an easement to Town, at no cost to Town, on that portion of the Property reasonably needed by Town, in Town's reasonable discretion, to be used as a utility easement for water and sewer service, free from any liens or other encumbrances, for the construction and/or extension of water or sewer facilities; provided, however, Town agrees to locate the easement(s) in accordance with Town's Capital Improvement Plan, as it exists or may be amended. Said easement shall be materially in the same form as *Exhibit "B"* and *Exhibit "C"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the easement.

5. Right-of-Way Dedication for Prosper Road (Future Prosper Trail) and Parvin Road (Future Frontier Parkway). Upon being requested to do so by Town, Owner agrees to dedicate to Town, at no cost to Town, that portion of the Property reasonably needed by Town, in Town's reasonable discretion, to be used as right-of-way for Prosper Road (Future Prosper Trail) and Parvin Road (Future Frontier Parkway), free from any liens or other encumbrances, for the construction and/or extension of Prosper Road (Future Prosper Trail) and Parvin Road (Future Frontier Parkway) ("ROW Property"). Said right-of-way dedication shall be by warranty deed materially in the same form as *Exhibit "D"*, attached hereto and incorporated herein for all purposes, and shall contain legal descriptions and diagrams of the right-of-way dedication.

6. Impact Fees. The Property shall be subject to impact fees adopted by Ordinance No. 06-91, as it exists or may be amended.

7. Other Development Fees. Town ordinances covering property taxes, park dedication and/or payment in lieu of dedication of land, utility rates, permit fees and the like are not affected by this Agreement and shall be applied to the Property in the same manner as any other Property located within Town's corporate boundaries. Further this Agreement does not waive or limit any of the obligations of Owners to Town under any other ordinance, whether now existing or in the future arising.

8. Term. This Agreement is an agreement authorized by Section 212.172 of the Texas Local Government Code. The term of this Agreement shall be five (5) years from the Effective Date. The term of this Agreement shall not be affected by the fact that some or all of the Property is annexed into the corporate limits of Town.

9. Default. If any party breaches any of the terms of this Agreement, then that party shall be in default ("Defaulting Party") of this Agreement ("Event of Default"). If an Event of Default occurs, the non-defaulting party shall give the Defaulting Party written notice of such Event of Default, and if the Defaulting Party has not cured such Event of Default within thirty (30) days of said written notice, this Agreement is breached. Each party is entitled to all remedies available to it at law or in equity.

10. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

Town: Town of Prosper
 P.O. Box 307
 Prosper, Texas
 Attn: Town Manager

With copy to: Terrence Welch
 Brown & Hofmeister, L.L.P.
 740 E. Campbell Road
 Suite 800
 Richardson, TX 75081

Owner: RH-TWO, LP
 628 Beverly Dr
 Dallas, TX 75205

With copy to: Alex Oliver
 Cramer Weatherbie Richardson Walker LLP
 2301 S. Capital of Texas Hwy, Bldg J-102
 Austin, TX 78746

11. Miscellaneous.

(a) Assignment. This Agreement is assignable. If all or any portion of the Property is transferred, sold or conveyed, the Owner shall give notice immediately to Town of the name, address, phone number and contact person of the person or entity acquiring an interest in the Property. This Agreement shall run with the land and shall be binding on and inure to the benefit of the Owners' successors and assigns.

(b) Compliance with Ordinances. Except as provided for in this Agreement, the parties agree that the Owners shall be subject to all ordinances of Town. All construction will be in accordance with applicable ordinances and regulations of Town, whether now existing or in the future arising.

(c) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the mutual written agreement of the parties hereto.

(d) Venue. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.

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

(f) Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

(g) Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

(i) Savings/Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof,

and this Agreement shall be construed as if such invalid illegal or unenforceable provision had never been contained herein.

(j) Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

(k) Sovereign Immunity. The parties agree that Town has not waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.

(l) Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document

(m) Incorporation of Recitals. The Recitals above are incorporated herein as if repeated verbatim.

(n) No Chapter 245 Permit. This Agreement, and any requirement contained in this Agreement, shall not constitute a “permit” as defined in Chapter 245, Texas Local Government Code. **THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

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

TOWN OF PROSPER, TEXAS

By: _____
Harlan Jefferson, Town Manager

ATTEST:

Robyn Battle
Town Secretary

OWNER:

RH-TWO, LP

By: RH-TWO GP, LLC
Its General Partner

By: 

Judge McStay, Manager

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson**, Town Manager of Town of Prosper, Texas, being the person whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for **Town of Prosper, Texas**, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 20__.

Notary Public in and for the State of Texas
My Commission Expires:

STATE OF TEXAS §
§
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared **Judge McStay**, the Manager of RH-TWO GP, LLC, a Texas limited liability company and the General Partner of RH-TWO, LP, a Texas limited partnership, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he has executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 16 day of December, 2014



Notary Public in and for the State of Texas
My Commission Expires:
March 6, 2018

Exhibit "A"
Description and Depiction of Property

**EXHIBIT A
ANNEXATION
LEGAL DESCRIPTION**

BEING A **100.035** ACRE TRACT OF LAND LOCATED IN THE JOHN H. DURRETT SURVEY, ABSTRACT NO. 350, AND THE JOHN McKIM SURVEY, ABSTRACT NO. 889, AND BEING ALL OF A CALLED 100.035 ACRE TRACT OF LAND DESCRIBED IN DEED TO RH-TWO, L.P., RECORDED IN DOC. #2004-86307, DEED RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE COMMON NORTHEAST CORNER OF CALLED 100.035 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 50 ACRE TRACT OF LAND DESCRIBED IN DEED TO LEONARD AND NORMA E. McCASLAND, RECORDED IN VOLUME 4683, PAGE 1919, DEED RECORDS, DENTON COUNTY, TEXAS, AND THE CENTERLINE OF PARVIN ROAD;

THENCE **SOUTH 01°00'00" WEST**, LEAVING SAID CENTERLINE OF PARVIN ROAD, ALONG THE COMMON LINE OF SAID 100.035 ACRE TRACT AND 50 ACRE TRACT, FOR A DISTANCE OF **2808.69** FEET TO THE SOUTHEAST CORNER OF CALLED 100.035 ACRE TRACT AND THE SOUTHWEST CORNER OF CALLED 50 ACRE TRACT AND IN THE NORTH LINE OF CALLED 105.734 ACRE TRACT OF LAND DESCRIBED IN DEED TO 2006 PROSPER PARTNERS, L.P., RECORDED IN INST. NO. 2006-119648, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE **SOUTH 89°50'15" WEST**, CONTINUING ALONG THE SOUTH LINE OF CALLED 100.035 ACRE TRACT AND THE NORTH LINE OF CALLED 105.734 ACRE TRACT OF LAND, FOR A DISTANCE OF **493.56** FEET TO THE NORTHWEST CORNER OF CALLED 105.734 ACRE TRACT AND THE NORTHEAST CORNER OF A CALLED 100.00 ACRE TRACT OF LAND DESCRIBED IN DEED TO GONZALEZ PROPERTIES NO. 2, LTD., RECORDED IN DOC. #2005-48254, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE **SOUTH 89°48'29" WEST**, CONTINUING ALONG THE SOUTH LINE OF CALLED 100.035 ACRE TRACT AND THE NORTH LINE OF CALLED 100.00 ACRE TRACT, FOR A DISTANCE OF **1061.58** FEET TO THE SOUTHWEST CORNER OF CALLED 100.035 ACRE TRACT AND THE SOUTHEAST CORNER OF A CALLED 220.75 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE MAHARD 2003 PARTNERSHIPS, L.P., RECORDED IN DOC. #2004-24461, DEED RECORDS, DENTON COUNTY, TEXAS;

THENCE **NORTH 01°02'00" EAST**, ALONG THE COMMON LINE OF CALLED 100.035 ACRE TRACT AND EAST LINE OF CALLED 220.75 ACRE TRACT, FOR A DISTANCE OF **2799.66** FEET TO THE NORTHWEST CORNER OF CALLED 100.035 ACRE TRACT AND NORTHEAST CORNER OF CALLED 220.75 ACRE TRACT AND THE CENTERLINE OF SAID PARVIN ROAD;

THENCE **NORTH 89°29'00" EAST**, ALONG THE CENTERLINE OF SAID PARVIN ROAD AND ALONG THE NORTH LINE OF CALLED 100.035 ACRE TRACT, FOR A DISTANCE OF **1553.73** FEET TO THE POINT OF BEGINNING AND CONTAINING **4,357,505** SQUARE FEET OR **100.035** ACRES OF LAND.

BASIS OF BEARINGS DERIVED FROM THE WEST LINE OF RHEA MILLS ESTATES AS RECORDED IN CABINET F, PAGE 753, PLAT RECORDS, COLLIN COUNTY, TEXAS.

SHEET 1 OF 2

THIS DOCUMENT, PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST SUPPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

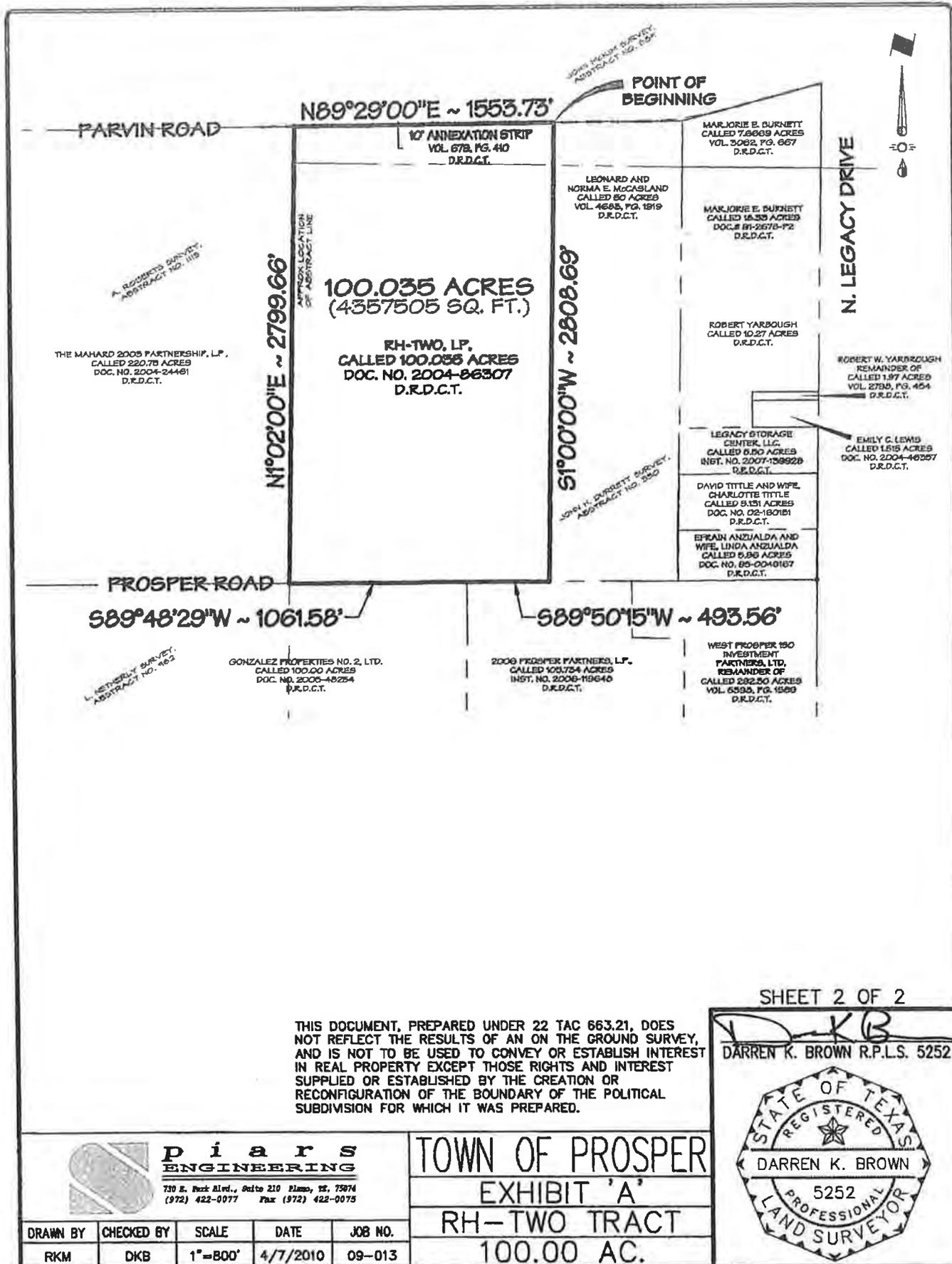
D.K.B.
DARREN K. BROWN R.P.L.S. 5252



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

TOWN OF PROSPER
EXHIBIT 'A'
RH-TWO TRACT
100.00 AC.

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
RKM	DKB	N.T.S.	4/7/2010	09-013



SHEET 2 OF 2

THIS DOCUMENT, PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTEREST IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTEREST SUPPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

DARREN K. BROWN R.P.L.S. 5252

piars ENGINEERING
730 E. Park Blvd., Suite 210 El Paso, TX, 75074
(972) 422-0077 Fax (972) 422-0075

TOWN OF PROSPER
EXHIBIT 'A'
RH-TWO TRACT
100.00 AC.

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NO.
RKM	DKB	1"=800'	4/7/2010	09-013

Exhibit "B"
Water Line Easement Form
with Temporary Construction Easement

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS’ LICENSE NUMBER.”

AFTER RECORDING, RETURN TO:

Town of Prosper
Attn: Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

WATER EASEMENT & TEMP. CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That _____ (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality, (“Grantee”) the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain water line facilities (“Facilities”), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the Town of Prosper, Denton County, Texas, as more particularly described in and depicted on Exhibit “A”, attached hereto and incorporated herein for all purposes (“Easement Property”). Notwithstanding the foregoing, it is agreed that the Facilities shall not be constructed above the surface of the Easement Property, except other than as needed for blow-offs, valves or fire hydrants at a level even with the natural surface grade of the Easement Property. Furthermore, in installing, maintaining and operating the Facilities, Grantee shall not change the direction or flow of surface drainage of storm water over the Easement Property.

This conveyance also includes a temporary construction easement on such property as described on Exhibit "B" attached hereto and incorporated herein for all purposes ("Temporary Construction Easement Property") for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the "Temporary Construction Easement"). The Temporary Construction Easement granted herein will terminate and cease upon the earlier of (a) completion of construction of the Facilities and acceptance of the Facilities by the Town of Prosper, or (b) two (2) years from the date Grantor has signed this instrument. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property and/or Temporary Construction Easement Property (but only during the term of the Temporary Construction Easement), or any part of either thereof, for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property and Temporary Construction Easement Property (but only during the term thereof) unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee for any reason is unable to access the Easement Property, then Grantor shall allow Grantee access to the Easement Property over Grantor's adjacent property as may be reasonably necessary for Grantee to access the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement Property that were removed as a result of such work.

There are no liens, attachments, or other monetary encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, with the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 20__.

GRANTOR:

_____,
a Texas _____

By: _____
[INSERT AUTHORIZED SIGNATOR, TITLE]

**AGREED AND ACCEPTED:
TOWN OF PROSPER, TEXAS**

By: _____
Harlan Jefferson, Town Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the _____ and duly authorized representative of _____, a Texas _____, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson, Town Manager** for and on behalf of the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Prosper, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against a portion of the Water Easement Property and Temporary Construction Easement evidenced by:

Vendor's Lien retained in Deed, dated _____, filed for record on _____ and recorded under Clerk's File No. _____, Real Property Records of Denton County, Texas, securing the payment of one certain promissory note of even date in the principal amount of \$_____, payable to the order of _____, said note being additionally secured by Deed of Trust (with Security Agreement and Assignment of Rents) of even date therewith to _____, Trustee, filed for record on _____ and recorded under Clerk's File No. 2 _____, Real Property Records of Denton County, Texas, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien; and

[ADDITIONAL LIENS AS SHOWN ON TITLE SEARCH].

hereby consents to the execution of the foregoing Water Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Water Easement and/or Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____

Printed Name: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ and duly authorized representative of _____, a Texas _____, and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
Legal Description and Depiction of the Easement Property

WATER & TEMP. CONSTRUCTION (_____)

EXHIBIT "B"
Legal Description and Depiction of Temporary Construction Easement Property

Exhibit "C"
Sanitary Sewer Easement Form
with Temporary Construction Easement

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS’ LICENSE NUMBER.”

AFTER RECORDING, RETURN TO:

Town of Prosper
Attn: Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

SANITARY SEWER EASEMENT & TEMP. CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

That _____ (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality, (“Grantee”) the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain sanitary sewer facilities (“Facilities”), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the Town of Prosper, Denton County, Texas, as more particularly described in and depicted on Exhibit “A”, attached hereto and incorporated herein for all purposes (“Easement Property”). Notwithstanding the foregoing, it is agreed that the Facilities shall not be constructed above the surface of the Easement Property, except other than as needed for clean-outs or manholes at a level even with the natural surface grade of the Easement Property. Furthermore, in installing, maintaining and operating the Facilities, Grantee shall not change the direction or flow of surface drainage of storm water over the Easement Property.

This conveyance also includes a temporary construction easement on such property as described on Exhibit "B" attached hereto and incorporated herein for all purposes ("Temporary Construction Easement Property") for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the "Temporary Construction Easement"). The Temporary Construction Easement granted herein will terminate and cease upon the earlier of (a) completion of construction of the Facilities and acceptance of the Facilities by the Town of Prosper, or (b) two (2) years from the date Grantor has signed this instrument. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property and/or Temporary Construction Easement Property (but only during the term of the Temporary Construction Easement), or any part of either thereof, for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Easement Property and Temporary Construction Easement Property (but only during the term thereof) unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee for any reason is unable to access the Easement Property, then Grantor shall allow Grantee access to the Easement Property over Grantor's adjacent property as may be reasonably necessary for Grantee to access the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement Property that were removed as a result of such work.

There are no liens, attachments, or other monetary encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, with the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____, 20__.

GRANTOR:

_____,
a Texas _____

By: _____
[INSERT AUTHORIZED SIGNATOR, TITLE]

**AGREED AND ACCEPTED:
TOWN OF PROSPER, TEXAS**

By: _____
Harlan Jefferson, Town Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the _____ and duly authorized representative of _____, a Texas _____, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson, Town Manager** for and on behalf of the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Prosper, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against a portion of the Sanitary Sewer Easement Property and Temporary Construction Easement evidenced by:

Vendor's Lien retained in Deed, dated _____, filed for record on _____ and recorded under Clerk's File No. _____, Real Property Records of Denton County, Texas, securing the payment of one certain promissory note of even date in the principal amount of \$ _____, payable to the order of _____, said note being additionally secured by Deed of Trust (with Security Agreement and Assignment of Rents) of even date therewith to _____, Trustee, filed for record on _____ and recorded under Clerk's File No. 2 _____, Real Property Records of DENTON County, Texas, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien; and

[ADDITIONAL LIENS AS SHOWN ON TITLE SEARCH].

hereby consents to the execution of the foregoing Sanitary Sewer Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Sanitary Sewer Easement and/or Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____

Printed Name: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ and duly authorized representative of _____, a Texas _____, and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20__.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
Legal Description and Depiction of the Easement Property

EXHIBIT "B"
Legal Description and Depiction of Temporary Construction Easement Property

Exhibit "D"
Right of Way Warranty Deed Form

"Notice of Confidentiality rights: If you are a Natural Person, you may remove or strike any of the following information from this instrument before it is filed for record in the Public Records: Your Social Security Number or your Drivers' License Number."

AFTER RECORDING, PLEASE RETURN TO:

Town of Prosper
Attn: Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

RIGHT OF WAY WARRANTY DEED

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF _____ §

That _____, a Texas _____ ("Grantor"), whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas Home Rule Municipal Corporation ("Grantee") the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, has this day GRANTED and by these presents does GRANT, GIVE, and CONVEY unto the said Grantee all the following described real estate, to-wit:

Being _____ acres of land, more or less, in the _____ Survey, Abstract No. _____, in the Town of Prosper, _____ County, Texas, more particularly depicted and described in Exhibits "A" and "B", respectively, attached hereto and incorporated herein for all purposes (the "Property").

The warranty contained herein is subject to: (i) any and all mineral reservations, restrictions, covenants, conditions and easements, if any, relating to the above-described property, but only to the extent that they are still in effect and shown of record in _____ County, Texas; and (ii) all zoning law regulations and ordinances of municipal

and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the Property.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's successors, and assigns forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or attempting to claim the same or any part thereof.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 20____.

[type grantors name],
a Texas _____

By: _____
[type name and title]

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative of _____, a Texas _____; and that he executed said instrument for the purposes and consideration therein expressed.

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

Notary Public in and for the State of Texas
My Commission Expires: _____

LIENHOLDER'S CONSENT TO PARTIAL RELEASE OF LIEN:

The undersigned, being the holder(s) of the lien against a portion of the Property and Temporary Construction Easement evidenced by:

Deed of Trust dated _____, recorded under Clerk's File No. _____, from _____, to _____, Trustee, securing payment of one certain promissory note of even date therewith in the principal amount of \$ _____, payable to the order of _____; said Note being additionally secured by a Vendor's Lien of even date retained in Deed, executed by _____ to _____, recorded under _____, and subject to all of the terms and conditions and stipulations contained therein, including but not limited to, any future indebtedness also secured by this lien,

hereby consents to the execution of the foregoing Right of Way Warranty Deed and agrees that in the event of a foreclosure of the Property or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the conveyance made by this deed will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____ **Bank, a** _____

By: _____
Printed Name: _____
Its: _____
Address: _____

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, the _____ and duly authorized representative of _____ **Bank, a** _____, on behalf of said corporation.

Notary Public, State of Texas



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

Agenda Item:

Consider and act upon an ordinance granting a Specific Use Permit (SUP) for a Private or Parochial School, on 7.1± acres, located on the southwest corner of First Street and Coit Road. The property is zoned Planned Development-6 (PD-6). (S14-0005).

Description of Agenda Item:

On December 9, 2014, the Town Council approved Specific Use Permit case S14-0005, by a vote of 6-0. Town staff has prepared an ordinance granting a SUP.

Legal Obligations and Review:

The Zoning Ordinance requires the Town Council hold a public hearing before approving a SUP request and adopting an ordinance. A public hearing has been held and the Town Council approved the SUP case. The attached ordinance is a standard format that was previously approved by the Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P.

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town staff recommends the Town Council adopt an ordinance granting a Specific Use Permit (SUP) for a Private or Parochial School, on 7.1± acres, located on the southwest corner of First Street and Coit Road.

Proposed Motion:

I move to adopt an ordinance granting a Specific Use Permit (SUP) for a Private or Parochial School, on 7.1± acres, located on the southwest corner of First Street and Coit Road.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 15-__**

AN ORDINANCE AMENDING PROSPER'S ZONING ORDINANCE NO. 05-20; GRANTING A SPECIFIC USE PERMIT (SUP) FOR A PRIVATE OR PAROCHIAL SCHOOL, LOCATED ON A TRACT OF LAND CONSISTING OF 7.11 ACRES, MORE OR LESS, SITUATED IN THE HARRISON JAMISON SURVEY, ABSTRACT NO. 480, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS; DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that Zoning Ordinance No. 05-20 and Ordinance No. 01-18 should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request from the Corporation of the Episcopal Diocese of Dallas ("Applicant") for a Specific Use Permit (SUP) to allow for a Private or Parochial School on a tract of land zoned Planned Development-6 (PD-6), consisting of 7.11 acres of land, more or less, situated in the Harrison Jamison Survey, Abstract No. 480, in the Town of Prosper, Collin County, Texas, and being particularly being described in Exhibit "A," attached hereto and incorporated herein for all purposes; and

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

WHEREAS, all legal notices required to grant a Specific Use Permit (SUP) have been given in the manner and form set forth by law, public hearings have been held, and all other requirements of notice and completion of such procedures have been fulfilled; and

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

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

SECTION 1

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

SECTION 2

Specific Use Permit Granted. Zoning Ordinance No. 05-20 is amended as follows: Applicant is granted a Specific Use Permit (SUP) to allow the operation of a Private or Parochial School, on a tract of land zoned Planned Development-6 (PD-6), consisting of 7.11 acres of land, more or less, situated in the Harrison Jamison Survey, Abstract No. 480, in the Town of Prosper, Collin County, Texas, and being particularly being described in Exhibit "A," attached hereto and incorporated herein for all purposes as if set forth verbatim.

The property shall continue to be used in a manner consistent with the conditions expressly stated in the site plan, attached hereto as Exhibit "B," which is incorporated herein for all purposes as if set forth verbatim.

Except as amended by this Ordinance, the development of the Property within this Specific Use Permit (SUP) shall comply fully with the requirements of all ordinances, rules, and regulations of the Town of Prosper, as they currently exist or may be amended.

Three (3) original, official and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

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

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

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is

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

SECTION 7

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

SECTION 8

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 13th DAY OF JANUARY, 2015.

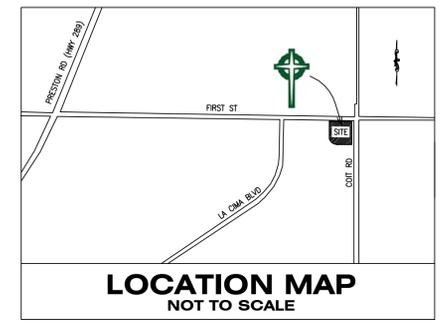
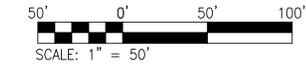
Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



LEGEND

- ⊕ IRON ROD FOUND
- IRON ROD SET
- IRF IRON ROD FOUND
- IRS IRON ROD SET

METES AND BOUNDS

A TRACT OF LAND LOCATED IN THE HARRISON JAMISON SURVEY, ABSTRACT NO. 480, BEING PART OF A CALLED FOR 7.166 ACRE TRACT OF LAND DESCRIBED BY DEED TO THE "CORPORATION OF THE EPISCOPAL DIOCESE OF DALLAS" AS RECORDED BY DOCUMENT NO. 20081105001301110 OF THE DEED RECORDS, COLLIN COUNTY, TEXAS, EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO THE TOWN OF PROSPER, TEXAS AS RECORDED BY DOCUMENT NO. 201110040010600410 FOR ADDITIONAL RIGHT OF WAY OF COIT ROAD, AND THAT PORTION OF FIRST STREET AND COIT ROAD WITHIN ABSTRACT 480 CONTIGUOUS WITH THE AFOREMENTIONED CALLED FOR 7.166 ACRE TRACT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD WITH CAP STAMPED COLE 10193871 SET AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF FIRST STREET AS RECORDED BY VOLUME 5844, PAGE 4505 OF SAID DEED RECORDS; WITH THE EAST LINE OF FINAL PLAT OF LAKES OF LA CIMA PHASE 6A AS RECORDED IN PLAT BOOK 2013 PAGES 333-334 OF SAID DEED RECORDS

THENCE WITH THE NORTHERN PROLONGATION OF SAID EAST LINE OF LAKES OF LA CIMA PHASE 6A, NORTH 00 DEGREES 59 MINUTES 17 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE CENTERLINE OF SAID FIRST STREET;

THENCE WITH SAID CENTERLINE OF FIRST STREET, NORTH 88 DEGREES 49 MINUTES 53 SECONDS EAST, A DISTANCE OF 634.20 FEET TO THE NORTHEAST CORNER OF ABSTRACT 480, SAID CORNER BEING LOCATED AT THE INTERSECTION OF FIRST STREET AS DESCRIBED WITH THE CENTERLINE OF COIT ROAD AS RECORDED BY DOCUMENT NO. 201110040010600410 OF SAID DEED RECORDS;

THENCE WITH SAID CENTERLINE OF COIT ROAD, SOUTH 01 DEGREES 47 MINUTES 13 SECONDS EAST, A DISTANCE OF 618.38 FEET TO THE EASTERN PROLONGATION OF THE NORTH LINE OF LAND CONVEYED TEG CAPITAL L.L.C. AS RECORDED BY DOCUMENT 20120831001092480 OF SAID DEED RECORDS;

THENCE WITH SAID EASTERN PROLONGATION AND SAID NORTH LINE, THE FOLLOWING COURSES AND DISTANCES: SOUTH 88 DEGREES 12 MINUTES 47 SECONDS WEST, PASSING A SET IRON ROD WITH CAP STAMPED COLE 10193871 AT 60.00 FEET, A TOTAL DISTANCE OF 289.50 FEET TO A SET IRON ROD WITH CAP STAMPED COLE 10193871; WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, WITH A CENTRAL ANGLE OF 20 DEGREES 23 MINUTES 25 SECONDS (WHICH CHORD BEARS NORTH 81 DEGREES 35 MINUTES 31 SECONDS WEST, A CHORD DISTANCE OF 177.00 FEET) THROUGH AN ARC DISTANCE OF 177.94 FEET TO A SET IRON ROD WITH CAP STAMPED COLE 10193871; AND NORTH 71 DEGREES 23 MINUTES 48 SECONDS WEST, A DISTANCE OF 189.71 FEET TO THE SOUTHERN PROLONGATION OF THE EAST LINE OF THE AFOREMENTIONED LAKES AT LA CIMA PHASE 6A, WITNESSED BY A DISTURBED IRON ROD WITH CAP D.A.A. FOUND SOUTH 36 DEGREES 54 MINUTES EAST, A DISTANCE OF 0.26 FEET.

THENCE WITH SAID SOUTHERN PROLONGATION AND EAST LINE OF LAKES OF LA CIMA PHASE 6A, NORTH 00 DEGREES 59 MINUTES 17 SECONDS WEST, A DISTANCE OF 467.85 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 8.809 ACRES. BEARING BASIS BEING THE NORTH LINE OF A CALLED FOR 7.116 ACRE TRACT CONVEYED BY DEED TO THE "CORPORATION OF THE EPISCOPAL DIOCESE OF DALLAS" AS RECORDED BY DOCUMENT NO. 20081105001301110 OF THE DEED RECORDS OF COLLIN COUNTY, TEXAS.

COLE AND ASSOCIATES, INC.
PROJECT NO. 14-0030



TERRY D. WESTERMAN, RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6381

ZONE SF-15

PROSPER TOWN OF DOCUMENT NO. 2012103001383440 D.R.C.C.T. ZONING SF-15 EXISTING LAND USE: AGRICULTURAL FLUP: LOW DENSITY RESIDENTIAL

20' WIDE STREET EASEMENT TO COLLIN COUNTY VOLUME 5708, PAGE 3978 D.R.C.C.T.

(40 FOOT WIDE RIGHT OF WAY DEED VOLUME 5196, PAGE 1057 D.R.C.C.T.)

N88°49'53"E 634.21'(R/S)

FIRST STREET

(60 FOOT WIDE RIGHT OF WAY-DEDICATION VOLUME 5844, PAGE 4505 D.R.C.C.T.)

N88°49'53"E 541.33'(R/S)

ZONE SF-15 PD-6

ZONE SF-15

N/F CORPORATION OF THE EPISCOPAL DIOCESE OF DALLAS DOCUMENT NO. 20081105001301110 D.R.C.C.T. ZONING SF-15, PD-6 NET ACREAGE OF 7.105 ACRES OF ORIGINAL 7.116 ACRE TRACT

COIT 18 PARTNERS LTD DOCUMENT NO. 2007042300545140 D.R.C.C.T. ZONING SF-15 EXISTING LAND USE: VACANT FLUP: MEDIUM DENSITY RESIDENTIAL

50 FOOT WIDE STREET EASEMENT TO COLLIN COUNTY VOLUME 4876 PAGE 1797 (60 FOOT WIDE)

- GENERAL NOTES:**
- ALL BEARINGS AND DISTANCES ARE RECORDED (R) AND SURVEYED (S), UNLESS OTHERWISE NOTED.
 - BASIS OF BEARING: SPECIAL WARRANTY DEED GRANTED TO "CORPORATION OF THE EPISCOPAL DIOCESE OF DALLAS" DOCUMENT NO. 20081105001301110 D.R.C.C.T.
 - TOTAL AREA OF BOUNDARY = 7.105 ACRES
 - CORNER OF RECORD: 1/2-INCH IRON ROD FOUND WITH CAP STAMPED D.A.A. AT THE SOUTHEAST CORNER OF LOT 13 BLOCK A OF THE FINAL PLAT OF LAKES OF LA CIMA PHASE 6A AS RECORDED IN PLAT BOOK 2013 PAGES 333 & 334 OF D.R.C.C.T.
 - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS
 - AS DETERMINED THROUGH GRAPHIC PLOTTING ONLY, SUBJECT TRACT FALLS IN ZONE "X" OTHER AREAS, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR COLLIN COUNTY, TEXAS AND INCORPORATED AREAS, PANEL 235 OF 600, MAP NUMBER 48085C0235, EFFECTIVE DATE OF JUNE 2, 2009.

USER: Aaron Rendon, TAB: SPECIFIC USE PERMIT - EXHIBIT A
 DATE: 10/28/14 10:14:00 AM
 DRAWING: S:\Users\awesterman\14-0030\CAD-DWG\14-0030-Specific Use Permit\SPECIFIC USE PERMIT_EX_A_14-0030.dwg

Job Number 14-0030 Sheet Number	<p> DALLAS 6175 Main Street Suite 307 Frisco, TX 75034 972.634.6000 </p>	DEVELOPER: ST. PAUL'S EPISCOPAL CHURCH 891 BUFFALO SPRINGS DR PROSPER, TX 75078 (404) 250-4093	OWNER: EPISCOPAL DIOCESE OF DALLAS 1630 N GARRETT AVE DALLAS, TX 75206	Sheet Name Exhibit A DATE: 10/28/14	EXHIBIT "A" OF SPECIFIC USE PERMIT FOR ST. PAUL'S EPISCOPAL CHURCH 7.105 NET ACRES ABSTRACT 480 HARRISON JAMISON SURVEY, TRACT 28 TOWN OF PROSPER, TEXAS
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LEGEND
 [Symbol] = CONCRETE SIDEWALK
 [Symbol] = LANDSCAPING
 [Symbol] = DIRECTION OF TRAFFIC FLOW FOR DROP-OFF/PICK-UP
 [Symbol] = FUTURE DIRECTION OF TRAFFIC FLOW FOR DROP-OFF/PICK-UP

Site Data Summary Table	
Description	
Zoning	PD - 6
Proposed Use	Daycare/House of Worship
Lot Area	7.105 acres
Building Area	34,000 sf
Building Height	42' (1 story)
Lot Coverage	41%
Floor Area Ratio	11%
Total Parking Required	147
Total Parking Provided	147
Handicap Parking Required	6
Handicap Parking Provided	6
Interior Landscaping Required	2,265 sf
Interior Landscaping Provided	3,697 sf
Square foot of Concrete Paving	90,350 sf
Square foot of Impervious Surface	124,350 sf
Open Space Required	7%
Open Space Provided	30%

Parking Requirements				
Total including Phases 2 & 3				
Use	# of units	Unit	Parking Ratio	# of spaces required
Church	350	seats	1:3	117
Daycare/Kindergarten	128	students	1:10	13
Daycare/Kindergarten	8	teacher	1:1	8
Elementary/Middle	6	classrooms	1.5:1	9
Total				147

NOTES
 1) NO 100-YEAR FLOODPLAIN EXISTS ON THE SITE
STANDARD LANGUAGE

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 ZONING ORDINANCE.
- OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
- OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
- LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
- ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE 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/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 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 FAÇADE PLAN.
- SIDEWALKS OF NOT LESS THAN SIX (6') FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5') IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
- APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
- 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 ZONING ORDINANCE.

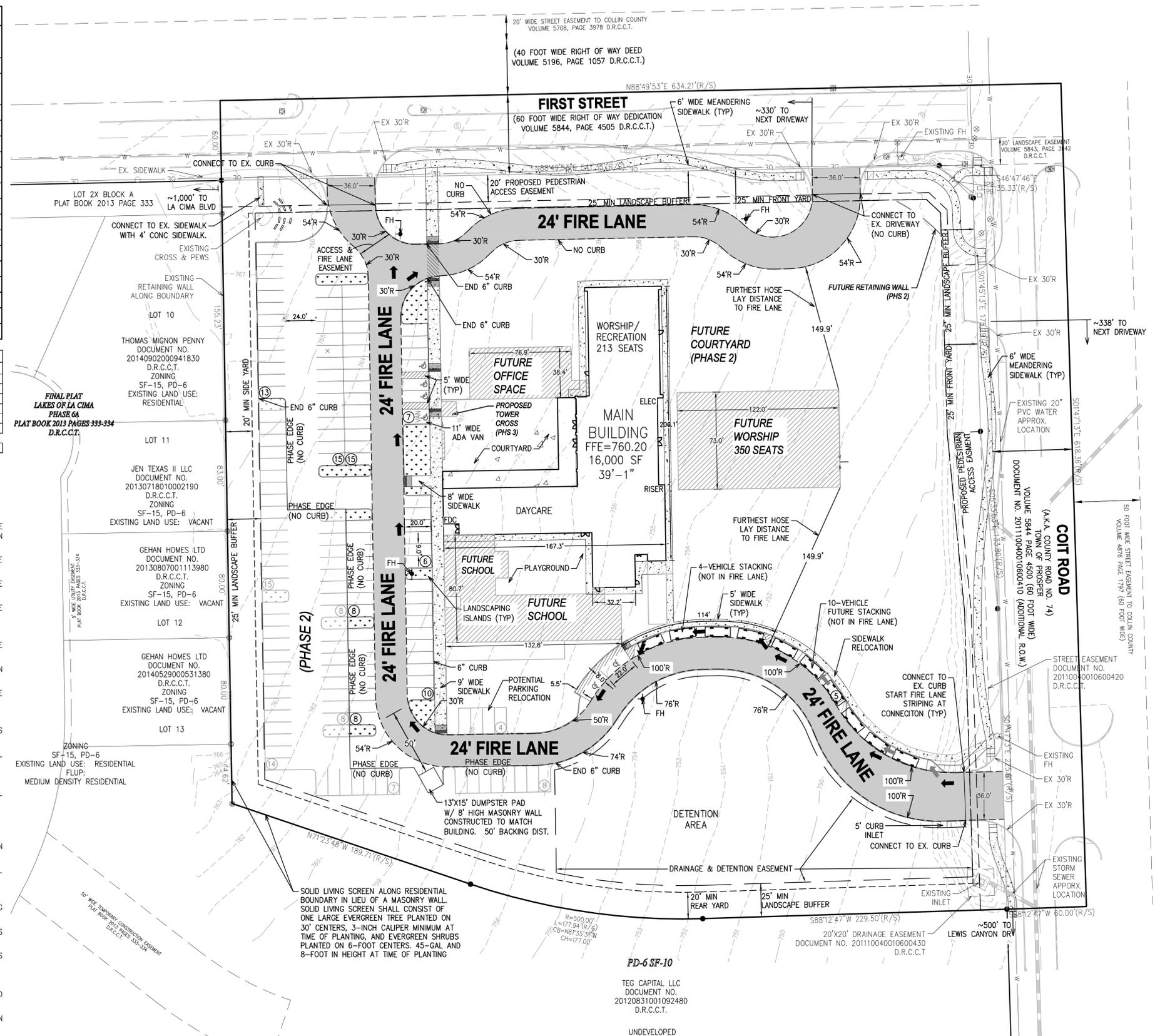


EXHIBIT "B"
 OF
SPECIFIC USE PERMIT
 FOR
ST. PAUL'S EPISCOPAL CHURCH
 7.105 NET ACRES
ABSTRACT 480
HARRISON JAMISON SURVEY,
 TRACT 28
TOWN OF PROSPER, TEXAS

Job Number
14-0030
 Sheet Number
1 of 1

cole
 CIVIL ENGINEERING / SURVEYING / PLANNING / LANDSCAPE ARCHITECTURE
 Cole Design Group, Inc. TEXAS BOARD OF PROFESSIONAL ENGINEERS
 REG. PROFESSIONAL ENGINEER

DEVELOPER:
ST. PAUL'S EPISCOPAL CHURCH
 651 BUFFALO SPRINGS DR
 PROSPER, TX 75078
 (404) 250-4093

OWNER:
EPISCOPAL DIOCESE
OF DALLAS
 1630 N GARRETT AVE
 DALLAS, TX 75206

Sheet Name
Exhibit B

DATE:
10/28/14

PD-6 SF-10
 TEG CAPITAL LLC
 DOCUMENT NO. 20120831001092480
 D.R.C.C.T.
 UNDEVELOPED

USER: Aaron Rendon, TAB: C3.0, Site Plan
 DATE: 10/28/14 10:14 AM
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PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

Agenda Item:

Consider and act upon a resolution denying a request for a Specific Use Permit (SUP) for a Commercial Antenna, on 5.4± acres, located on the east side of Prosper Commons Boulevard, 300± feet south of Richland Boulevard, and authorizing the Mayor to execute the same. (S14-0004).

Description of Agenda Item:

On December 9, 2014, the Town Council denied specific use permit case S14-0004, by a vote of 5-2, subject to preparation of a resolution denying the application, providing in the resolution factual findings in support of the denial, based upon a review of the record, including the application, the correspondence and documentation submitted by the applicant, and any response by the Town, the Public Hearing before the Planning & Zoning Commission, the Public Hearing before the Town Council, and all other related documentation and information. A resolution has been prepared accordingly.

Legal Obligations and Review:

The Zoning Ordinance requires that the Town Council hold a public hearing before approving or denying a SUP request. A public hearing has been held and the Town Council denied the SUP request. The attached resolution was prepared by the Town Attorney, Terrence Welch of Brown & Hofmeister, L.L.P.

Attached Documents:

1. Resolution

Town Staff Recommendation:

Town staff recommends the Town Council adopt a resolution denying a request for a Specific Use Permit (SUP) for a Commercial Antenna, on 5.4± acres, located on the east side of Prosper Commons Boulevard, 300± feet south of Richland Boulevard, and all other related documentation and information, and authorizing the Mayor to execute the same.

Proposed Motion:

I move to adopt a resolution denying a request for a Specific Use Permit (SUP) for a Commercial Antenna, on 5.4± acres, located on the east side of Prosper Commons Boulevard, 300± feet south of Richland Boulevard, and authorize the Mayor to execute the same.

TOWN OF PROSPER, TEXAS

RESOLUTION NO. 15-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, MAKING WRITTEN AND EVIDENTIARY FINDINGS RELATIVE TO THE DENIAL OF A REQUEST FROM VERIZON WIRELESS FOR A SPECIFIC USE PERMIT FOR A COMMERCIAL ANTENNA ON THE EAST SIDE OF PROSPER COMMONS BOULEVARD, SOUTH OF RICHLAND BOULEVARD, IN THE TOWN, CASE NO. S14-0004; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Verizon Wireless (“Verizon”) has requested approval of a Specific Use Permit, Case No. S14-0004, to locate a commercial antenna and support structure, 100 feet (100’) in height, on an approximate 5.4 acre tract located on the east side of Prosper Commons Boulevard, approximately 300 feet (300’) south of Richland Boulevard, and to establish equipment cabinets inside an approximate 552 square foot lease area internal to the site; and

WHEREAS, on October 7, 2014, after the conclusion of a public hearing, the Town’s Planning and Zoning Commission considered Verizon’s request for a specific use permit, and after extensive discussion of the merits of the application, requested, among others, that the applicant provide additional information relative to the proposed specific use permit (“SUP”); and

WHEREAS, since additional information was requested, including alternatives acceptable sites for the antenna, the visual impacts of the antenna, compliance with the Town’s Comprehensive Plan and safety issues, and with the concurrence of the applicant, a motion to postpone consideration of the SUP application was approved, with the public hearing continued until November 4, 2014, and

WHEREAS, on November 4, 2014, the Planning and Zoning Commission reconvened, additional testimony and evidence were presented during the public hearing before the Planning and Zoning Commission, which evidence and testimony the Planning and Zoning Commission considered during its deliberations; and

WHEREAS, by a unanimous vote of 6-0, the members of the Planning and Zoning Commission denied the requested SUP; and

WHEREAS, thereafter the Verizon SUP application was noticed for Town Council consideration at a public hearing at the Town Council’s December 9, 2014, meeting; and

WHEREAS, at the Town Council meeting on December 9, 2014, Verizon’s representative presented additional comments related to its application for a specific use permit and the Town Council conducted a public hearing relative to said SUP application; and

WHEREAS, after the presentation of substantial evidence and testimony, on December 9, 2014, the Town Council voted to deny the SUP application request from Verizon; and

WHEREAS, it is the intent of the Town of Prosper to fully comply with all applicable provisions of the Telecommunications Act of 1996 (specifically 47 U.S.C. § 332 *et seq.*) relative to the siting of the proposed 100’ antenna and support structure; and

WHEREAS, federal law provides, in 47 U.S.C. § 332(c)(7)(B)(iii), that a local government that denies a request to place, construct or modify a cell tower must put the denial in writing, setting forth the basis for the denial, supported by substantial evidence; and

WHEREAS, the purpose of this Resolution is to provide the substantial evidence in writing for the reasons undergirding the Town Council's denial of Verizon's application for a specific use permit.

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

SECTION 1

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

SECTION 2

The Town Council of the Town of Prosper, Texas, hereby makes the following legal and factual findings:

1. Under the Telecommunications Act of 1996, while preserving local authority over the siting and construction of wireless communications facilities, there are five limitations on local authorities when dealing with cell towers and telecommunications carriers. A local government:

- (1) shall not prohibit or have the effect of prohibiting the provision of service [47 U.S.C. § 332(c)(7)(B)(i)(II)];
- (2) may not unreasonably discriminate between providers of functionally equivalent services [47 U.S.C. § 332(c)(7)(B)(i)(I)];
- (3) must act within a reasonable time after a request is filed [47 U.S.C. § 332(c)(7)(B)(ii)];
- (4) any decision by the local government must be in writing and supported by substantial evidence [47 U.S.C. § 332(c)(7)(B)(iii)]; and
- (5) any decision is subject to judicial review [47 U.S.C. § 332(c)(7)(B)(v)].

2. For purposes of the Telecommunications Act of 1996, the Town considered the following substantial evidence in support of its denial of Verizon's application for an SUP for the 100 foot (100') antenna and support structure in question.

3. The property on which the antenna is proposed to be located is zoned for Commercial (C) uses. Pursuant to Section 21.2(C) of the Town's Zoning Ordinance, the

maximum height for a structure in a Commercial District is 40 feet (40'). The proposed antenna and support structure is 100' in height, exceeding the maximum permitted height by 60 feet (60'). A structure exceeding the height limitations by 60' would cause a visual height impact to the surrounding area.

4. The Future Land Use Plan in the Town's Comprehensive Plan recommends that this site be designated US Highway 380 District ("380 District"). The 380 District generally provides for wide setbacks, large landscape buffers and significant landscaping in order to protect the visual appearance of the US Highway 380 corridor. The proposed antenna support structure and ground equipment have minimal setbacks—approximately one foot (1') from both the north and south boundaries of the lease area. Additionally, the applicant proposed minimal landscaping, with only three (3) shrubs along the north side of the lease area. Further, the eight-foot masonry screening wall proposed to screen the nine-foot, two-inch high equipment canopy with a metal roof is not of an adequate height to screen the equipment canopy.

5. The proposed 100-foot antenna and support structure are located within 100 feet (100') of an existing office/mini-warehouse development, including parking rows and public access drive aisles. The existing development on the site is within the fall zone of the proposed antenna and consequently, there are significant safety issues with this location. The Town has proposed that the antenna be located in an area that provides a distance greater than the height of the antenna (more than 100') away from existing and future structures and public access areas, all in an effort to prevent safety hazards associated with any potential failure of the antenna, particularly in high-wind events.

6. In the immediate vicinity of the proposed antenna site (that is, less than 2,000 feet away from the proposed antenna and support structure), there are existing overhead electric transmission lines and related support structures, an elementary school, a middle school, Town park light structures, a 3-story multi-family development, an elevated water storage tower and commercial buildings. At the Planning and Zoning Commission meeting on October 7, 2014, it was requested that the applicant contact the foregoing landowners to determine the suitability of an antenna being placed on top of, adjacent to, or on one of those nearby structures in order to minimize the impact of the proposed antenna on the surrounding area.

7. The applicant did not verify the availability (or lack thereof) of any of the proposed alternative antenna sites. In correspondence dated October 28, 2014, the applicant addressed only three (3) alternative sites, and provided no verification related thereto. With regard to the antenna being placed on the elevated water storage tower, the applicant wrote that "[t]he close proximity to our existing antenna site precludes this site from being a viable site." With regard to the park light structures, the applicant wrote that "this site is too far north" and with regard to a park site for the antenna, the applicant wrote that its "real estate representative felt that the location of the park adjacent to single family homes would be met with a lot of opposition. The [real estate representative's] concern was that if there is commercial property that would serve [the proposed antenna] then the commercial property should be used."

8. The applicant provided no verification or justification for not considering alternative, nearby locations for the proposed antenna. With regard to utilizing overhead electric transmission lines support structures for the antenna (which locations have been utilized for other similar commercial antennas in the Town), the applicant stated that he believed the power company no longer wished to do so. Similarly, the applicant stated he believed the school district did not desire any antennas on its property and other commercial areas had not been explored. Additionally, areas south of US Highway 380, which would be ideal locations due to the lack of development in the area, similarly were not explored or considered by the applicant.

9. In no event did the applicant provide any documentation verifying its statements that the school district property, the park areas, other adjacent or nearby private property, or the electric transmission line support structures were not alternative, available sites. In fact, the applicant simply concluded that “[t]he proposed site is a good site” and “[g]enerally, antennas are located on commercial property or property that is not developed with single family homes.” It was apparent that the applicant had taken no steps to investigate the possibility of nearby alternative sites for the proposed antenna, even though the Planning and Zoning Commission on two (2) occasions had so requested, as did the Town Council at its December 9, 2014, Town Council meeting.

10. The Town Council requested that the applicant provide photographs or pictures of the proposed antenna to review and evaluate its site compatibility. The applicant was unable to provide any photographs or pictures of similar antennas and concern was expressed by the Town Council that such information had not been made available to the Town prior to the Town Council’s consideration of the SUP application. A similar concern exists that no photographs or pictures were provided to the Planning and Zoning Commission.

11. In considering any SUP application, pursuant to Section 25.3 of the Zoning Ordinance, the Planning and Zoning Commission and Town Council “shall consider the following criteria in determining the validity of the SUP request:

1. Is the use harmonious and compatible with its surrounding existing uses or proposed uses?
2. Are the activities requested by the applicant normally associated with the requested use?
3. Is the nature of the use reasonable?
4. Has any impact on the surrounding area been mitigated?”

12. Both the Planning and Zoning Commission and Town Council determined, as reflected in the agenda materials for the December 9 Town Council meeting, as follows with regard to the proposed antenna:

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

The proposed Commercial Antenna is adjacent to undeveloped property zoned for Commercial (C) with a Specific Use Permit (SUP) for mini-warehouse to the north, undeveloped property zoned Planned

Development-2 (PD-2) for Corridor District uses to the east and west, and an existing office/mini-warehouse development to the south. For the aforementioned reasons regarding nonconformance to the height requirements of the Zoning Ordinance, the intended character of the US 380 District called for in the Future Land Use Plan (FLUP), and concerns with safety of the surrounding area, the proposed Commercial Antenna is not harmonious and compatible with the surrounding existing uses or proposed uses.

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

The activities requested by the applicant of a Commercial Antenna . . . are normally associated with the use of a Commercial Antenna.

3. Is the nature of the use reasonable?

The property is currently zoned Commercial (C) and the Future Land Use Plan (FLUP) recommends US 380 District uses for the property. The proposed use is reasonable for the C District, but it is not reasonable for the character called for in the FLUP in the US 380 District.

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

The proposed 100-foot Commercial Antenna is adjacent to and within 100 feet of an existing office/mini-warehouse development, and because the existing development is located within the fall zone of the proposed antenna the impact on the surrounding area has not been mitigated.”

13. Verizon did not demonstrate that existing or proposed antennas within the proposed service area cannot accommodate the proposed antenna.

14. Verizon did not produce any evidence or testimony of efforts to co-locate with other carriers on existing antennas within the service area.

15. Verizon did not provide evidence of alternative locations within the proposed service area on which to locate an antenna.

16. The propagation maps provided by Verizon reflect certain “dead spots” in coverage within its service area, but those propagation maps did not reflect a significant gap in service.

17. While Verizon provided a propagation map relative to the location of an antenna at the proposed site, no other alternative or co-location sites were presented to the Town for consideration.

18. Verizon did not present evidence that “further reasonable efforts are so likely to be fruitless that it is a waste of time even to try” to comply with Town guidelines, zoning regulations and service-related concerns expressed by the Town in denying this application.

19. It is Verizon’s burden, not the Town’s burden, to show and verify that alternative sites do, or do not, exist to accommodate Verizon’s service requests.

20. None of the evidence presented by Verizon reflects a “significant gap” in service and indeed, Verizon provided no evidence of such gap, either in terms of physical size, geographic location or number of users.

21. In making these findings, the Town relied upon the SUP application and all related submittals to date by Verizon, the evidence adduced at all public hearings before the Planning and Zoning Commission and Town Council, as well as statements and related information from representatives of Verizon, included correspondence and documentation presented by Verizon, all of which is incorporated by reference.

SECTION 3

This Resolution is effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS 13TH DAY OF JANUARY, 2015.

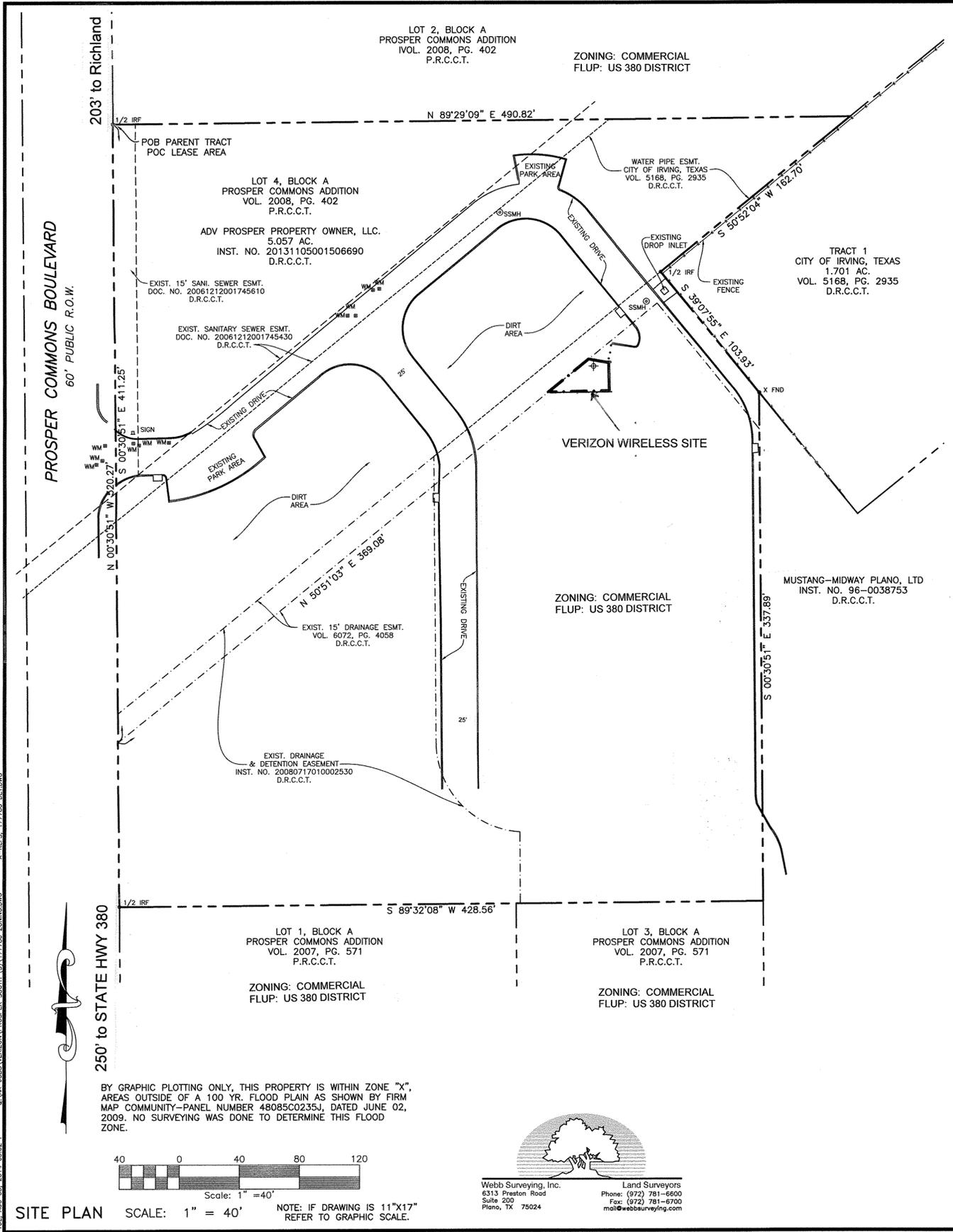
Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



PARENT TRACT
 BEING a tract of land situated in the Harrison Jamison Survey, Abstract No. 480, Collin County, Texas, also being situated in Lot 4, Block A, Conveyance Plat of Prosper Commons Addition, an addition to the Town of Prosper, Texas, according to the map or plat recorded in Volume 2008, Page 402, Plat Records, Collin County, Texas, conveyed to ADV Prosper Property Owner, LLC. according to that Special Warranty Deed with Vendor's Lien dated October 31, 2013, recorded in Instrument No. 20131105001506690, Deed Records, Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod found at the northwest corner of said Lot 4, Block A, same being the southwest corner of Lot 2, Block A, of said Prosper Commons Addition, same corner also being in the east right-of-way line of Prosper Commons Boulevard (a 60' right-of-way);
 THENCE along the north line of said Lot 4, Block A, same being the south line of said Lot 2, Block A, North 89 degrees 29 minutes 09 seconds East, a distance of 490.82 feet to a Point, same being the southeast corner of said Lot 2, Block A, also being the northwest line of that certain tract conveyed to the City Of Irving by Volume 5168, Page 2935, Deed Records, Collin County, Texas;

THENCE along the northwest and southwest lines of said City of Irving tract, same being easterly lines of said Lot 4, Block A, the following two (2) courses:

1. South 50 degrees 52 minutes 04 seconds West, a distance of 162.70 feet to a 1/2" iron rod found;
2. South 39 degrees 07 minutes 55 seconds East, a distance of 103.93 feet to a chiseled "x" set in concrete found, same being on the northwest corner of that certain tract of land conveyed to Mustang-Midway Plano, Ltd., by Instrument No. 96-0038753, Deed Records, Collin County, Texas;

THENCE along the east line of said Lot 4, Block A, same being the east line of said Mustang-Midway Plano, Ltd. tract, South 00 degrees 30 minutes 51 seconds East, a distance of 337.89 feet to a Point, same being the southeast corner of said Lot 4, Block A, also being the northeast corner of Lot 3, Block A, Prosper Commons Addition, an addition to the Town of Prosper, Texas, according to the map or plat recorded in Volume 2007, Page 571, Plat Records, Collin County, Texas;

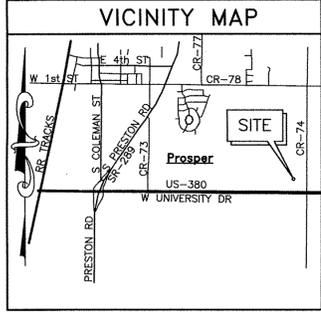
THENCE along the south line of said Lot 4, Block A, same being the north line of said Lot 3, Block A and Lot 1, Block A, of said Prosper Commons Addition, South 89 degrees 32 minutes 08 seconds West, a distance of 428.56 feet to a 1/2" iron rod found on the east right-of-way line of Prosper Commons Boulevard;

THENCE along the east right-of-way line of Prosper Commons Boulevard, North 00 degrees 30 minutes 51 seconds West, a distance of 520.27 feet to the POINT OF BEGINNING hereof and containing 5.0569 acres or 220,281 square feet of land, more or less.

Kurtis R. Webb
 RPLS #4125



ZONING: PD38 RETAIL
 FLUP: US 380 DISTRICT



S14-0004

SPECIFIC USE PERMIT
 EXHIBIT A
 ANTENNA COMMERCIAL

PROSPER COMMONS ADDITION
 LOT 4 BLOCK A
 HARRISON JAMISON SURVEY
 ABSTRACT NO.480
 AUGUST 15, 2014 •

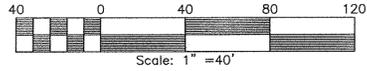
TRACT ACREAGE: 5.415 ACRES
 VERIZON LEASE ACREAGE: 0.0127 AC/553 SQ.FT.
 LEASE ACREAGE .0025% OF GROSS ACREAGE

OWNER: ADV PROSPER PROPERTY OWNER, LLC.
 2600 ELDORADO PKWY. STE.110
 MCKINNEY, TX 75070
 972-547-0236

APPLICANT: ZONE SYSTEMS, INC
 1620 HANDLEY DRIVE STE. A
 DALLAS, TX 75208
 214-941-4440

SURVEYOR: WEBB SURVEYING, INC.
 6313 PRESTON ROAD STE. 200
 PLANO, TX 75024
 972-781-6600

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X", AREAS OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY FIRM MAP COMMUNITY-PANEL NUMBER 48085C0235J, DATED JUNE 02, 2009. NO SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE.



Webb Surveying, Inc.
 6313 Preston Road
 Suite 200
 Plano, TX 75024
 Phone: (972) 781-6600
 Fax: (972) 781-6700
 mail@webbsurveying.com

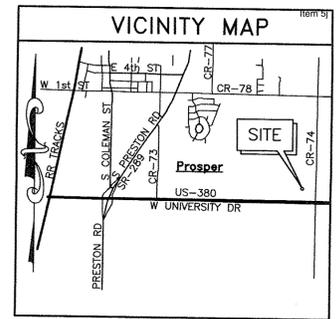
SITE PLAN SCALE: 1" = 40' NOTE: IF DRAWING IS 11"x17" REFER TO GRAPHIC SCALE.

HUNTER 380 PROSPER LP
 ABSTRACT 40480
 H. JAMISON SURVEY
 TRACT 18

ZONING: PD 2 COR
 FLUP: US 380 DISTRICT

X-REFS: 177780 DET.DWG
 6313-08B-VERIZON-PROSPER SOUTH (3/11/17) ZONING.DWG

DATE: AUG 05, 2014 05:02 P



SITE PLAN NOTES

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

S14-0004
 SPECIFIC USE PERMIT
 EXHIBIT B
 ANTENNA COMMERCIAL

PROPER COMMONS ADDITION
 LOT 4 BLOCK A
 HARRISON JAMISON SURVEY
 ABSTRACT NO.480
 AUGUST 15, 2014 •

VERIZON LEASE ACREAGE: 0.0127 AC/553 SQ.FT.

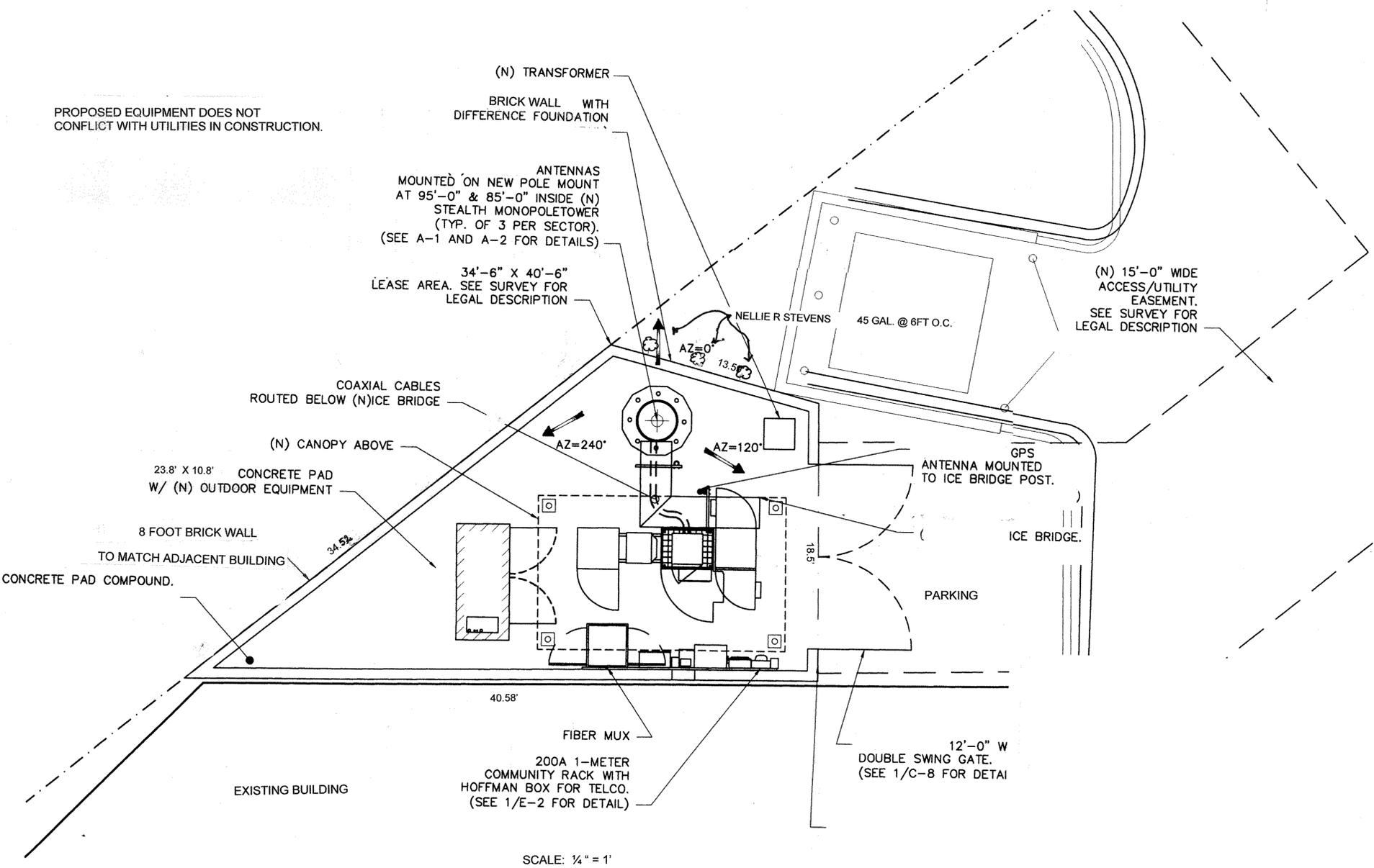
OWNER: ADV PROSPER PROPERTY OWNER, LLC.
 2800 ELDORADO PKWY. STE.110
 MCKINNEY, TX 75070
 972-547-0236

APPLICANT: ZONE SYSTEMS, INC
 1620 HANDLEY DRIVE STE. A
 DALLAS, TX 75208
 214-941-4440

SURVEYOR: WEBB SURVEYING, INC.
 6313 PRESTON ROAD STE. 200
 PLANO, TX 75024
 972-781-6600

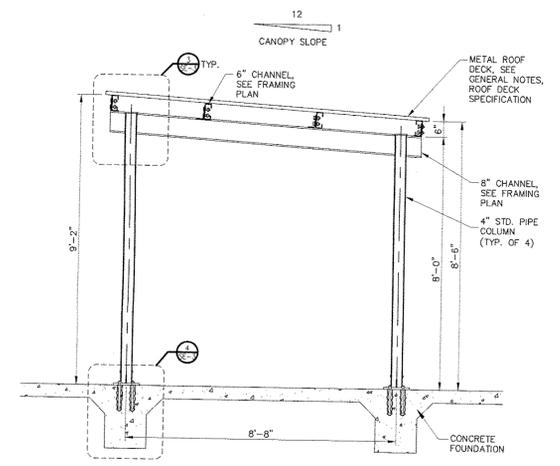
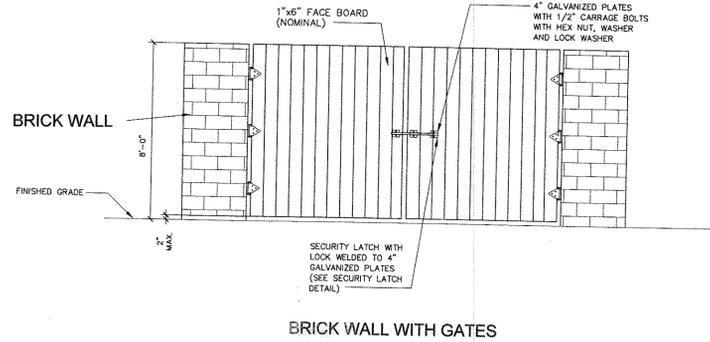
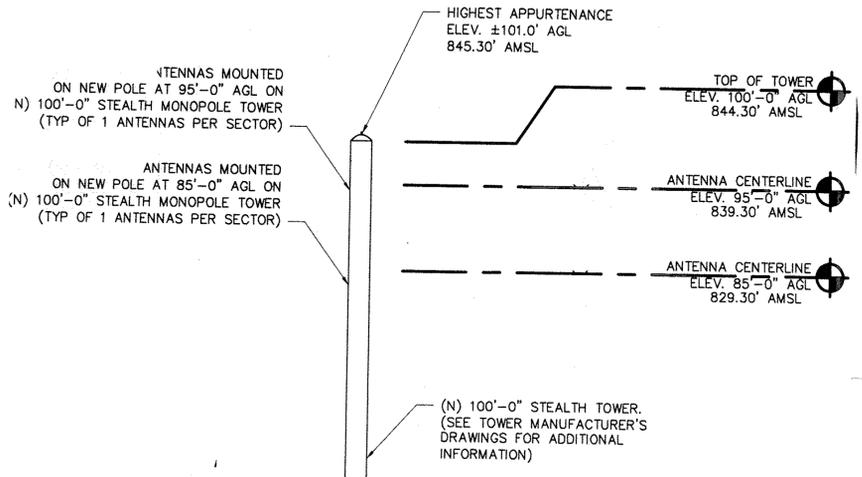
SITE DATA SUMMARY TABLE

ZONING	COMMERCIAL
PROPOSED USE	ANTENNA COMMERCIAL
LOT AREA	0.0127 AC/553 SQ.FT.
WALL HEIGHT	8 FT.
BUILDING HEIGHT(CANOPY)	9'2"
BUILDING AREA (CONCRETE PAD)	260 SQ. FT.
ANTENNA HEIGHT	100 FT.
LOT COVERAGE OF LEASE	0.0025% OF GROSS
PARKING	1 SPACE
LANDSCAPING	NRS 45GAL/6FT O.C.
OPEN SPACE	49% OF LEASE AREA



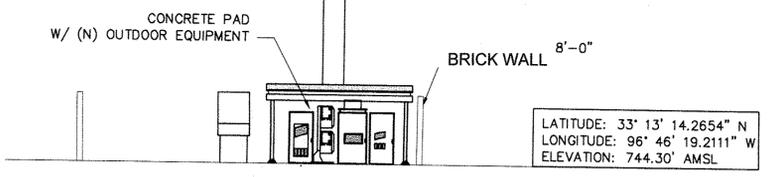
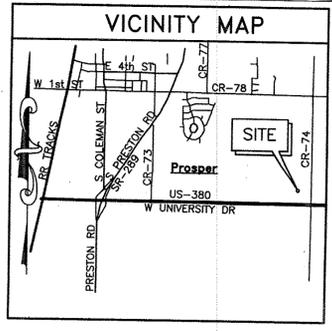
PROPOSED EQUIPMENT DOES NOT CONFLICT WITH UTILITIES IN CONSTRUCTION.

SCALE: 1/4" = 1'

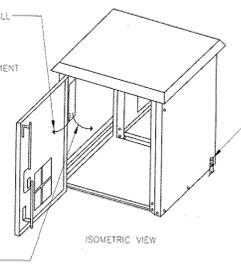
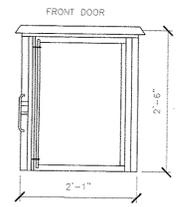
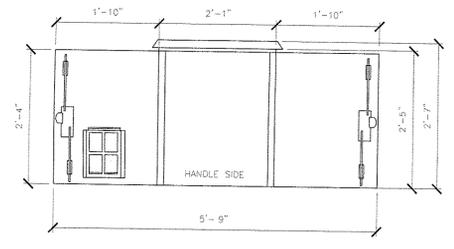


Structure is surrounded by brick wall 8 feet in height.
Canopy is 9'2" in height.
Nellie R. Stevens Holly will be planted on two walls using 45 gallon size located at 6 feet O.C.

- This façade plan is for conceptual purposes only.
- All building plans require review and approval from the Building Inspections Department.
- All mechanical equipment shall be screened from public view in accordance with zoning ordinance.
- Where permitted, exposed utility boxes and conduits shall be painted to match the building.
- All signage area and locations are subject to approval by the Building Inspections Department.
- Pole will be painted Prosper Brown – same color as the City Water Tower on East First Street.

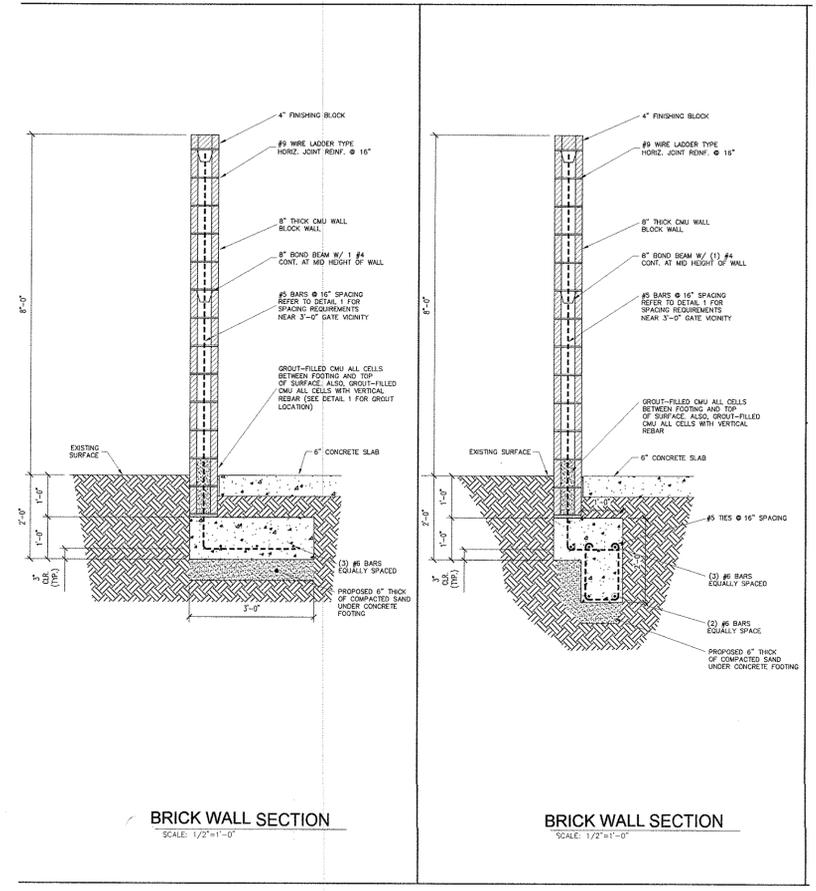


SCALE: 1" = 10'



- CABINET MANUFACTURER'S NOTES:
1. CABINET DIMENSIONS: HEIGHT: 30 INCHES, WIDTH: 25 INCHES, DEPTH: 25 INCHES
 2. COLOR: UNPAINTED OR POWDER BAKED CREAM
 3. CABINET WEIGHT 130 LBS. (EMPTY)

1 FIBER MUX DETAIL
SCALE: NONE



S14-0004
SPECIFIC USE PERMIT
EXHIBIT C
ANTENNA COMMERCIAL

PROPER COMMONS ADDITION
LOT 4 BLOCK A
HARRISON JAMISON SURVEY
ABSTRACT NO.480
AUGUST 15, 2014 •

VERIZON LEASE ACREAGE: 0.0127 AC/553 SQ.FT.

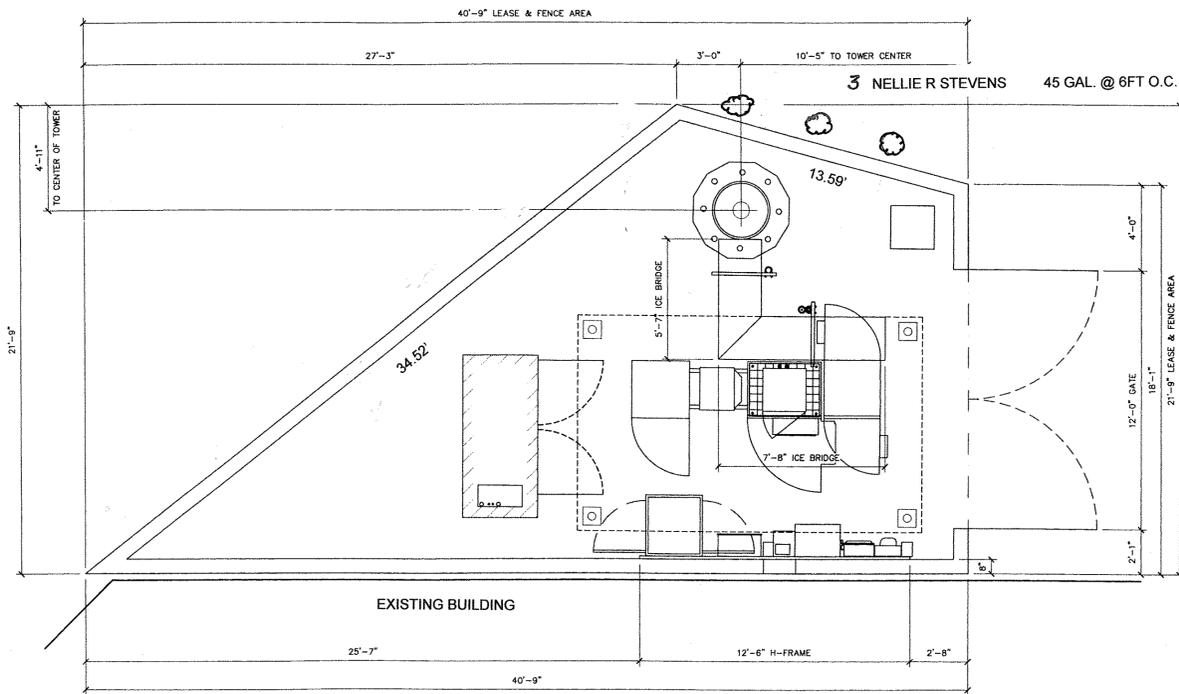
OWNER: ADV PROSPER PROPERTY OWNER, LLC.
2800 ELDORADO PKWY. STE.110
MCKINNEY, TX 75070
972-547-0236

APPLICANT: ZONE SYSTEMS, INC
1620 HANDLEY DRIVE STE. A
DALLAS, TX 75208
214-941-4440

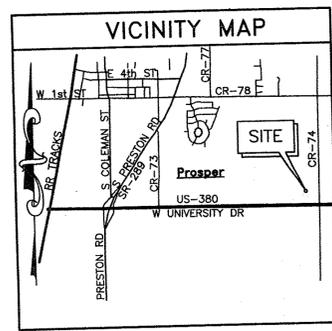
SURVEYOR: WEBB SURVEYING, INC.
6313 PRESTON ROAD STE. 200
PLANO, TX 75024
972-781-6600

LANDSCAPE PLAN

- 1) Plant material shall be measured and sized according to the latest edition of the Texas Nursery & Landscape Association (TNLA) Specifications, Grades and Standards.
- 2) All plant substitutions are subject to Town approval and must be specified on the approved landscape plan.
- 3) Ground covers used in lieu of turf grass must provide complete coverage within one (1) year of planting and maintain adequate coverage as approved by the Town.
- 4) Trees must be planted four feet (4') or greater from curbs, sidewalks, utility lines, screening walls, and/or other structures. The Town has final approval for all tree placements.
- 5) Tree pits shall have roughened sides and be two to three times wider than the root ball of the tree in order to facilitate healthy root growth.
- 6) Tree pits shall be tested for water percolation. If water does not drain out of tree pit within a 24-hour period, the contractor shall provide berms, or devise alternative drainage.
- 7) Trees shall not be planted deeper than the base of the "trunk flare".
- 8) The tree pit shall be backfilled with native topsoil free of rock and other debris.
- 9) Burlap, twine, and wire baskets shall be loosened and pulled back from the trunk of tree as much as possible.
- 10) Trees shall not be watered to excess that results in soil saturation. If soil becomes saturated, the watering schedule shall be adjusted to allow for drainage and absorption of the excess water.
- 11) A 3-4" layer of mulch shall be provided around the base of the planted tree. The mulch shall be pulled back 1-2' from the trunk of the tree.
- 12) No person(s) or entity may use improper or malicious maintenance or pruning techniques which would likely lead to the death of the tree. Improper or malicious techniques include, but are not limited to, topping or other unsymmetrical trimming of trees, trimming trees with a backhoe, or use of fire or poison to cause the death of a tree.
- 13) Topsoil shall be a minimum of 8 inches in depth in planting areas. Soil shall be free of stones, roots, and clods and any other foreign material that is not beneficial for plant growth.
- 14) All plant beds shall be top-dressed with a minimum of 3 inches of mulch.
- 15) Trees overhanging walks and parking shall have a minimum clear trunk height of 7 feet. Trees overhanging public street pavement drive aisles and fire lanes shall have a minimum clear trunk height of 14 feet.
- 16) A visibility triangle must be provided at all intersections, where shrubs are not to exceed 30 inches in height, and trees shall have a minimum clear trunk height of 9 feet.
- 17) Trees planted on a slope shall have the tree well at the average grade of slope.
- 18) No shrubs shall be permitted within areas less than 3 feet in width. All beds less than 3 feet in width shall be grass, groundcover, or some type of fixed paving.
- 19) The owner, tenant, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner necessary for the maintenance of landscaped areas.
- 20) All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Prosper.
- 21) Landscape and open areas shall be kept free of trash, litter, and weeds.
- 22) An automatic irrigation system shall be provided to irrigate all landscape areas. Overspray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system.
- 23) No plant material shall be allowed to encroach on right-of-way, sidewalks, or easements to the extent that the vision or route of travel for vehicular, pedestrian, or bicycle traffic is impeded.
- 24) No planting areas shall exceed 3:1 slope. 3' horizontal to 1' vertical.
- 25) Earthen berms shall not include construction debris. Contractor must correct slippage or damage to the smooth finish grade of the berm prior to acceptance.
- 26) All walkways shall meet A.D.A. and T.A.S. requirements.
- 27) Contact Town of Prosper Parks and Recreation Division at (972) 346-3602 for landscape inspection. Note that landscape installation must comply with approved landscape plans prior to final acceptance by the Town and/or obtaining a Certificate of Occupancy.
- 28) Final inspection and approval of screening walls, irrigation, and landscape is subject to all public utilities, including but not limited to manholes, valves, water meters, cleanouts, and other appurtenances, to be accessible, adjusted to grade, and to the Town of Prosper's Public Works Department standards.
- 29) Prior to calling for a landscape inspection, contractor is responsible for marking all manholes, valves, water meters, cleanouts, and other utility appurtenances with flagging for field verification by the Town.



LANDSCAPE PLAN
SCALE: 1/4" = 1'-0"



IRRIGATION PLAN

- 1) Mainlines, valves, or control wires shall not be located in the Town of Prosper right of way.
- 2) All systems shall have rain, wind, and freeze sensors. The sensors shall not be wired in-line. They shall be capable of working independently of each other.
- 3) Locate valves a minimum of 3 feet away from any storm sewer, water, and sanitary sewer lines and 5 feet from Town fire hydrants and water valves.
- 4) The bore depth under streets, drive aisles, and fire lanes shall allow two feet (minimum) from the bottom of paving to the top of the sleeve or greater if required to clear other utilities.
- 5) Any time heads are placed in such a manner as to be parallel and near a public water and sanitary sewer line, these heads shall be fed from stubbed laterals or bullheads. A minimum of 5 feet separation is required between irrigation main lines and laterals that run parallel to public water and sanitary sewer lines.
- 6) Irrigation system shall be designed to minimize runoff water from paved or landscaped areas.
- 7) All irrigation heads in the Town of Prosper right of way shall utilize a swing joint connection.
- 8) No valves, backflow preventer assemblies, quick couplers, etc. shall be located closer than 10' from the curb at street or drive intersection.
- 9) Before excavation or boring call: Dig TESS at 1800-344-8377.
- 10) Plan is designed according to all standards as defined by Texas Commission on Environmental Quality (TCEQ) 30 TAC 344-Landscape Irrigation.

S14-0004
 SPECIFIC USE PERMIT
 EXHIBIT F – LANDSCAPE PLAN
 ANTENNA COMMERCIAL

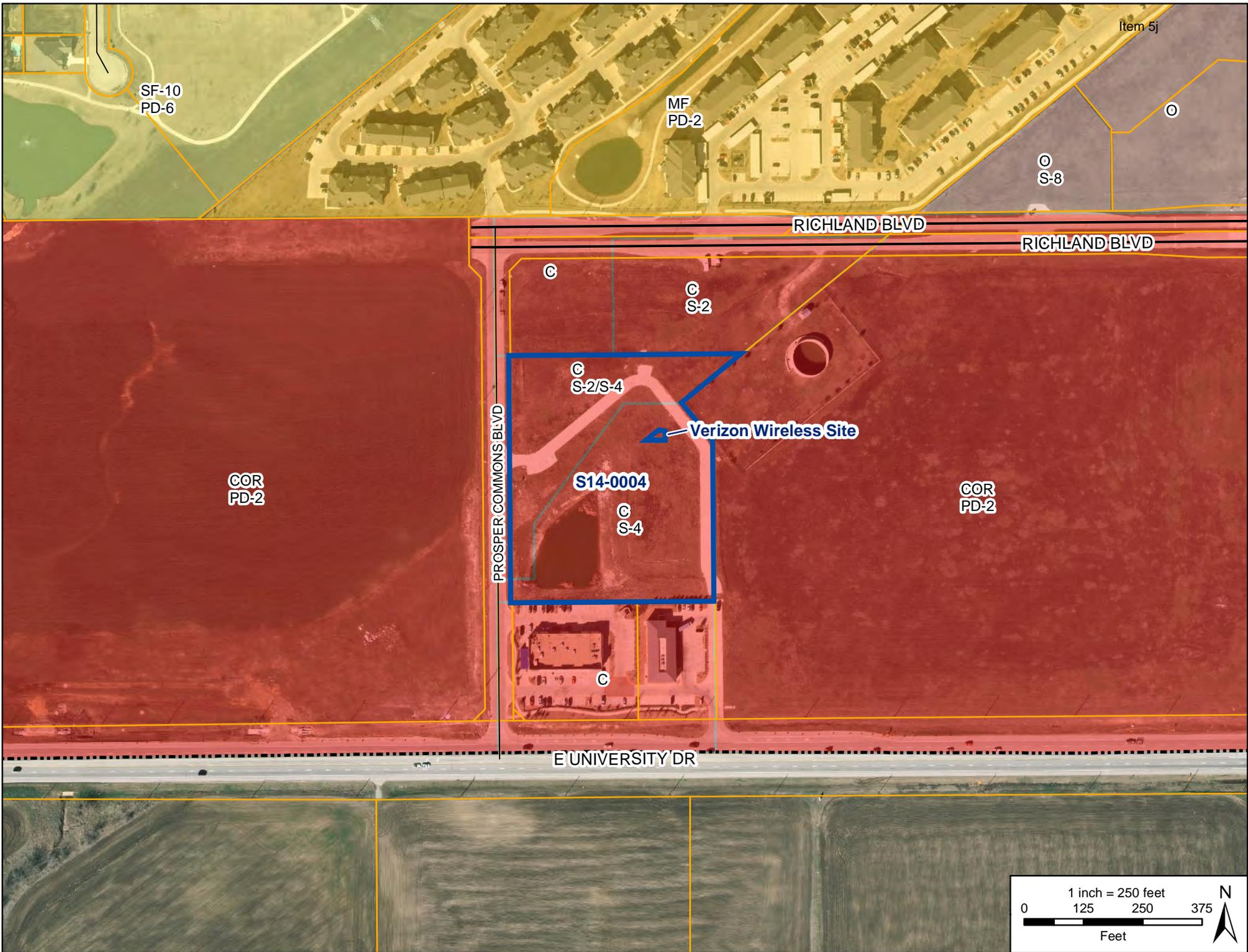
PROPER COMMONS ADDITION
 LOT 4 BLOCK A
 HARRISON JAMISON SURVEY
 ABSTRACT NO.480
 AUGUST 15, 2014 •

VERIZON LEASE ACREAGE: 0.0127 AC/553 SQ.FT.

OWNER: ADV PROSPER PROPERTY OWNER, LLC.
 2600 ELDORADO PKWY. STE.110
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APPLICANT: ZONE SYSTEMS, INC
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 214-941-4440

SURVEYOR: WEBB SURVEYING, INC.
 6313 PRESTON ROAD STE. 200
 PLANO, TX 75024
 972-781-6600



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.



ZONE SYSTEMS, INC.

October 28, 2014

Mr. Alex Glushko
Senior Planner
Town of Prosper
Prosper, TX 75078

RE: Verizon Wireless
Proposed antenna at American Self Storage

Dear Mr. Glushko:

The Prosper Planning and Zoning Commission asked me to provide information as to the potential use of three sites that are north of the site on which we propose to locate a mobile telephone antenna. Those sites are the City elevated water storage tank that is on First Street east of Preston Road, the new park at First Street and Coit and the Folsom Park adjacent to the elementary school on the southeast corner of White River Drive and Sommerville.

1. Elevated water storage tank. The elevated water storage tank is near our antenna site at First Street and First Street and Craig Road. The close proximity to our existing antenna site precludes this site from being a viable site.
2. Park at Coit and First Street. This site is too far north. The site is approximately $\frac{3}{4}$ mile north of our site.
3. Folsom Park. Folsom Park was considered for this site. The Real Estate representative for Verizon Wireless met with city staff a number of months ago. The real estate representative felt that the location of the park adjacent to single family homes would be met with a lot of opposition. The concern was that if there is commercial property that would serve then the commercial property should be used.

The proposed site is a good site. The site is in a self-storage facility. The site will be surrounded by buildings. The use of the stealth structure will further minimize the profile of the structure. There will be no lighting of the pole and it will have a color to match the water tower on First Street and Craig Road.

The site is on commercially zoned property. Generally, antennas are located on commercial property or property that is not developed with single family homes.

Please contact me if you have any questions that I can answer.

Sincerely,



Peter Kavanagh

Enc.



Google earth



Verizon Wireless Land Use Statement

Verizon Wireless strives to provide the best wireless telecommunications service possible. The effort is constantly recognized by JD Power and others for the quality of its service. The quality in mobile telephone service depends on the strategic location of antennas throughout the system to provide coverage and enough capacity to handle the volume of calls.

The proposed site at the Advantage Storage property at Prosper Commons is a good site because it is a commercial tract.

Verizon Wireless originally was working with the Town of Prosper to locate on a TXU transmission tower. TXU gave preliminary approval to allow use of its transmission tower in Prosper near our current location. The property on which the tower is located is owned by the Town of Prosper. Verizon Wireless was working with the town on a ground lease for the ground equipment at the base of the tower. In February of this year TXU decided that since these towers in Prosper carry 345KV lines that it will not allow antennas on the towers.

Verizon Wireless must construct its own antenna structures when no other structure is available to locate antennas. This area is an area in which no other structure is available.

This site is a well disguised mini-warehouse development with a retail area facing State Highway 380. We plan to locate a stealth monopole antenna adjacent to the mini-warehouse building. The monopole will not have the traditional mast or platform at the top. The antennas will be internal to the pole. The pole will be the same color as the central water tower on First Street near Preston Road. The pole will be surrounded by a brick wall that will match the mini-warehouse brick.

The pole will be 101 feet in height. Verizon Wireless will locate its antennas near the top of the pole. The pole is designed to provide space for a second carrier.

The benefit of the site will be very good coverage for Verizon Wireless customers who live or work in this general area. The objective is to provide in-building coverage to the entire town as it gets developed. This site will provide the needed coverage and capacity to this general area.

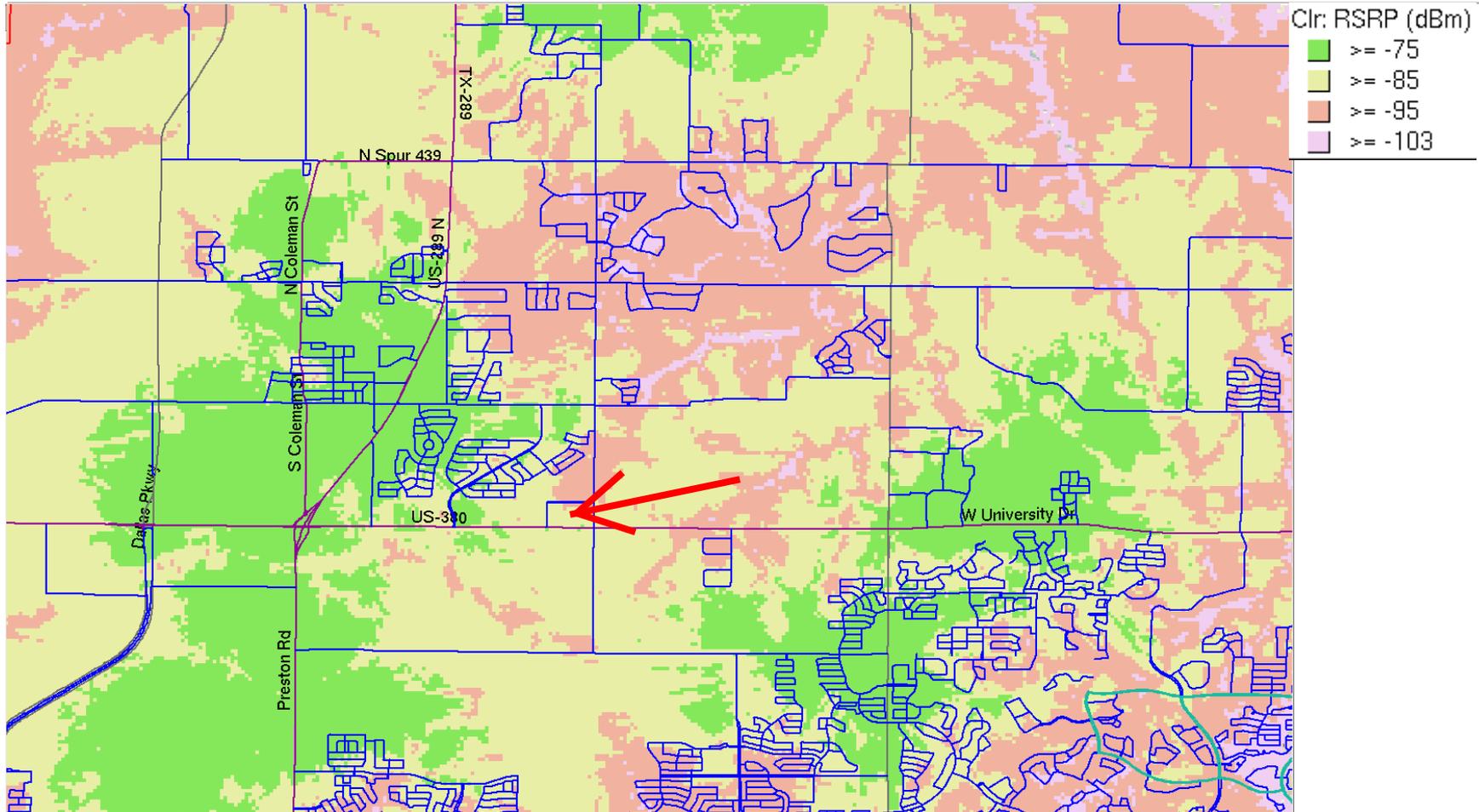


Prosper South Coverage Before and After Plots

August 13th, 2014

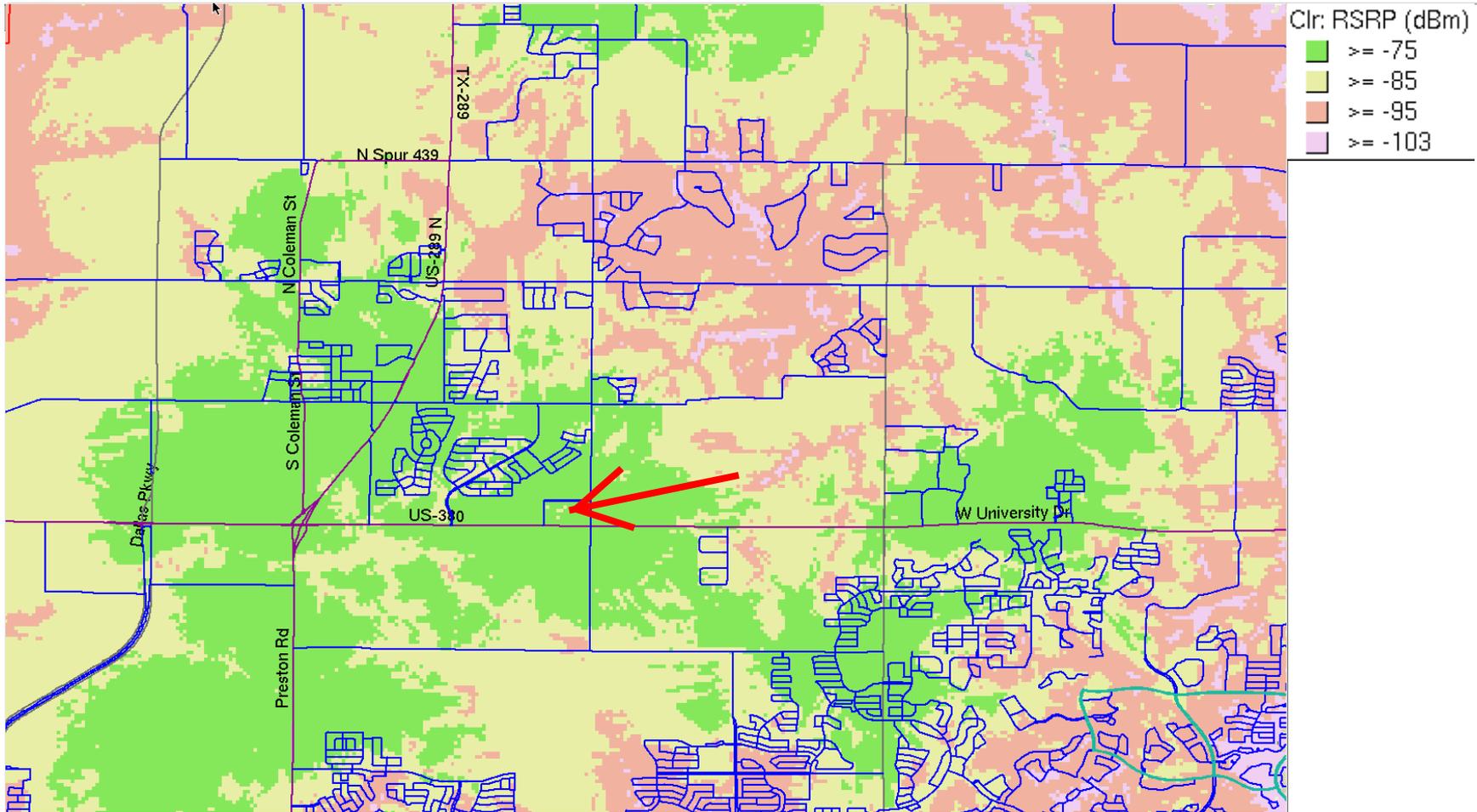


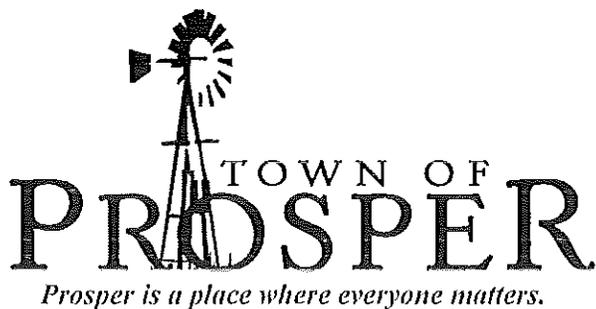
Before





After





**DEVELOPMENT SERVICES
DEPARTMENT**
P.O. Box 307
Prosper, TX 75078
Phone: 972-346-3502
Fax: 972-347-2842

REPLY FORM

SUBJECT:

Specific Use Permit Case S14-0004: The Town of Prosper has received a request for a Specific Use Permit (SUP) for a Commercial Antenna, on 5.4± acres.

LOCATION OF SUBJECT PROPERTY:

The property is located on the east side of Prosper Commons Boulevard, 300± feet south of Richland Boulevard.

DESCRIPTION OF THE REQUEST:

A Specific Use Permit is an opportunity to approve, conditionally approve, or deny identified specific uses that may be permitted in specified zoning districts. These uses generally have, among other things, unusual nuisance characteristics or are of a public or semi-public character and are often essential or desirable for the general convenience and welfare of the community.

I OPPOSE the request as described in the notice of public hearing.
 I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): Decrease the value
of my property.
And, the appeal of Appearance is not acceptable
Lacks Safety

Shoquist Investments III LP
CARD Shoquist
 Name (please print)

Card Shoquist
 Signature

5120 Meadowside Lane
 Address

10/5/17
 Date

Plano, TX 75092
 City, State, and Zip Code

Card Shoquist@txrr.com
 E-mail Address



PLANNING

To: Mayor and Town Council

From: Alex Glushko, AICP, Senior Planner

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

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 is the site plan acted on by the Planning & Zoning Commission at their December 16, 2014 meeting. The Commission did not act on a site plan or preliminary site plat at their January 6, 2015 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 Windsong Ranch Amenity Center Tennis Courts

Town Staff Recommendation:

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

Doc No. 2014-249
D.R.D.C.T.

R=870.00'
D=6°43'51"
L=102.20'
CB=S 27°44'44" W
CD=102.14'

R=870.00'
D=10°38'48"
L=161.66'
CB=S 19°03'25" W
CD=161.43'

R=665.00'
D=38°17'41"
L=444.47'
CB=N 58°51'40" W
CD=436.24'

TVG TEXAS I, LLC
DOC. NO. 2012-59927
D.R.D.C.T.

R=425.00'
D=56°16'16"
L=417.40'
CB=S 44°50'57" E
CD=400.83'

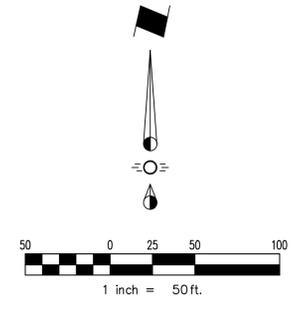
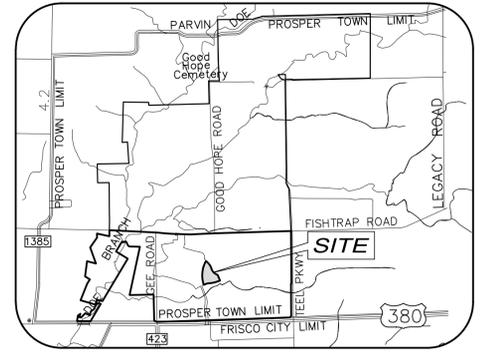
R=675.00'
D=9°03'30"
L=106.71'
CB=N 27°34'55" W
CD=106.60'

R=1530.00'
D=17°27'18"
L=466.11'
CB=N 76°28'38" E
CD=464.31'

R=670.00'
D=17°41'39"
L=206.91'
CB=S 76°21'33" W
CD=206.08'

R=1320.00'
D=33°09'37"
L=763.96'
CB=S 02°50'48" E
CD=753.34'

R=1320.00'
D=33°09'37"
L=763.96'
CB=S 02°50'48" E
CD=753.34'



Site Data Summary Table	
General Site Data	
Zoning	PD-40
Proposed Use	Amenity Center, Cafe and Tennis Courts
Lot 15 Area	12.29
Building Area (Conditioned)	5,552
Building Area (Under Roof)	15,993
Building Height	22'
Floor Area Ratio	0.01:1
Amenity Center Parking Required	10 Sp. + 1 Sp./300 SF over 2000 SF=10+3040/300=21 Sp.
Tennis Courts	8 6' Long Benches @ 1 Sp./Bench (4 Seats) = 8 Sp.
Cafe	512 SF @ 1 Sp./75 SF = 7 Sp.
Total Required Parking	36 Sp.
Total Provided Parking (Number Of Spaces)	36 Sp. (Incl. HC)
Required Handicap Parking (Number Of Spaces)	2 (Incl. 1 Van)
Provided Handicap Parking (Number Of Spaces)	4 (Incl. 2 Van)
Interior Landscape Required (Square Feet)	360
Interior Landscape Provided (Square Feet)	15,640
Impervious Area (Square Feet)	95,905.87
Open Space Required (Square Feet)	37,474
Open Space Provided (Square Feet)	304,677

Town of Prosper Site Plan Notes:

- Dumpsters and trash compactors shall be screened in accordance of the Zoning Ordinance.
- Open storage, where permitted, shall be screened in accordance with the Zoning Ordinance.
- Outdoor lighting shall comply with the lighting and glare standards contained within the Zoning Ordinance and Subdivision Ordinance.
- Landscaping shall conform to landscape plans approved by the Town.
- All elevations shall comply with the standards contained within the 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 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 fire (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 Engineering Department.
- 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 Zoning Ordinance.

Water Meter & Sewer Schedule					
I.D.	Type	Size	No.	Sewer	Remarks
①	Domestic	2"	1	6"	Proposed
②	Irrigation	2"	1	N/A	Proposed

- Notes:**
- No floodplain exists on this site.
 - All fire hydrants to have 5", 30" downward turn Starz connection.
 - No open storage on site.
 - Tennis courts lights shall have automatic cut off at 11p.m.

LEGEND

	FH
	Gate Valve
	MH
	Tennis Court Light
	Parking Lot Light
	Proposed Tennis Court Fence

SITE PLAN OF
Windsong Ranch Amenity Center
 LOT 15, BLOCK X - 12.29 Acres
 situated in the
 J. BATES SURVEY ~ ABSTRACT NO. 1620
 H.P. SALING SURVEY ~ ABST. NO. 1628
 M.E.P. & P.R.R. SURVEY ~ ABST. NO. 1476
 TOWN OF PROSPER, DENTON COUNTY, TEXAS

Owner/Applicant TVG Texas I, LLC 1001 Windsong Parkway South Prosper, Texas 75078 Telephone (972) 238-7410 Contact: David Blom	Engineer/Surveyor Spiars Engineering, Inc. 765 Custer Road, Suite 100 Plano, Texas 75075 Telephone (972) 422-0077 TBPE No. F-2121 Contact: Kevin Wier
--	--

Drawing: G:\2014_08\514-180 Windsong Ranch, Court\14-180 Site Plan.dwg, Saved By: Abrador, Save Time: 12/9/2014, 8:22:08 AM
Printed by: Abrador, Print Date: 12/9/2014, 11:02 AM



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5). (Z14-0016).

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	Agricultural	Undeveloped	Low Density Residential
North	Planned Development-36-Single Family-10 and Single Family-15	Undeveloped	Low Density Residential
East	Planned Development-60-Single Family-10	Undeveloped	Medium Density Residential
South	Planned Development-66-Single Family	Undeveloped	Low Density Residential
West	Agricultural	Undeveloped	Low Density Residential

Requested Zoning – Z14-0016 is a request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5). The PD-SF-12.5 regulations are attached. The proposed PD-SF-12.5 District would allow for the development of a maximum of 18 single family residential lots on the property, a density of 1.9 dwelling units per acre (du/ac). Town staff has compared the proposed PD-SF-12.5 District standards to the straight SF-12.5 District standards in the table below.

	Proposed PD-SF-12.5 District	Standard SF-12.5 District
Min. Lot Area	12,500 square feet, with a minimum of four lots being at least 15,000 square feet.	12,500 square feet.
Min. Lot Width	90 feet	80 feet
Min. Lot Depth	130 feet	135 feet
Min. Dwelling Area	2,500 square feet	1,800 square feet
Front Yard Setback	25 feet	30 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

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

1. *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 garage doors, and to prohibit carports and the parking of certain vehicles. These standards exceed those in the Zoning Ordinance.
2. *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.

3. *Cul-de-sac Length* – The PD provides for a maximum cul-de-sac length of 700 feet; however, the Town's Subdivision Ordinance limits the maximum length of cul-de-sacs to 600 feet.

Future Land Use Plan – The Future Land Use Plan (FLUP) recommends Low Density Residential for the property. The Low Density Residential District recommends a maximum of 1.6 dwelling units per acre, with single family lot sizes between 15,000 square feet and 1+ acre in size. The proposed rezoning request includes 9.4± acres of Single Family-12.5 (SF-12.5), as shown on Exhibit A. The proposed Planned Development-SF-12.5 District would allow for the development of 18 single family residential lots, with a minimum lot area of 12,500 square feet, at a density of 1.9 dwelling units per acre. The proposed rezoning request is not in conformance with the FLUP.

Page 64 of the Comprehensive Plan, which is attached for reference, includes seven questions that should be considered when a proposal does not directly reflect the purpose and intent of the land use pattern as shown on the FLUP. Staff recommends the Planning & Zoning Commission take these questions into consideration with this request to rezone.

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

Water and Sanitary Sewer Services – Water 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 the northern adjacent development.

Schools – This property is located within the Prosper Independent School District (PISD).

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

Environmental Considerations – The 100-year floodplain located on the property is shown on Exhibit A.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by state law. Town staff has received one public hearing notice reply forms; not in opposition to the request.

Attached Documents:

1. Zoning map of the surrounding area
2. Zoning Exhibits A, B, C, D, and E
3. Page 64 of the Comprehensive Pan
4. Public hearing notice reply form

Planning & Zoning Commission Recommendation:

At their December 16, 2014, meeting, the Planning & Zoning Commission recommended the Town Council approve the request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5), by a vote of 4-1 (Snyder opposed; Barnes and Hema absent).

The members indicated that even though the entirety of the development did not meet the minimum requirement for 15,000 square foot lots, improvements had been made to the exhibit in terms of lot size in addition to the enhanced development standards. Several members

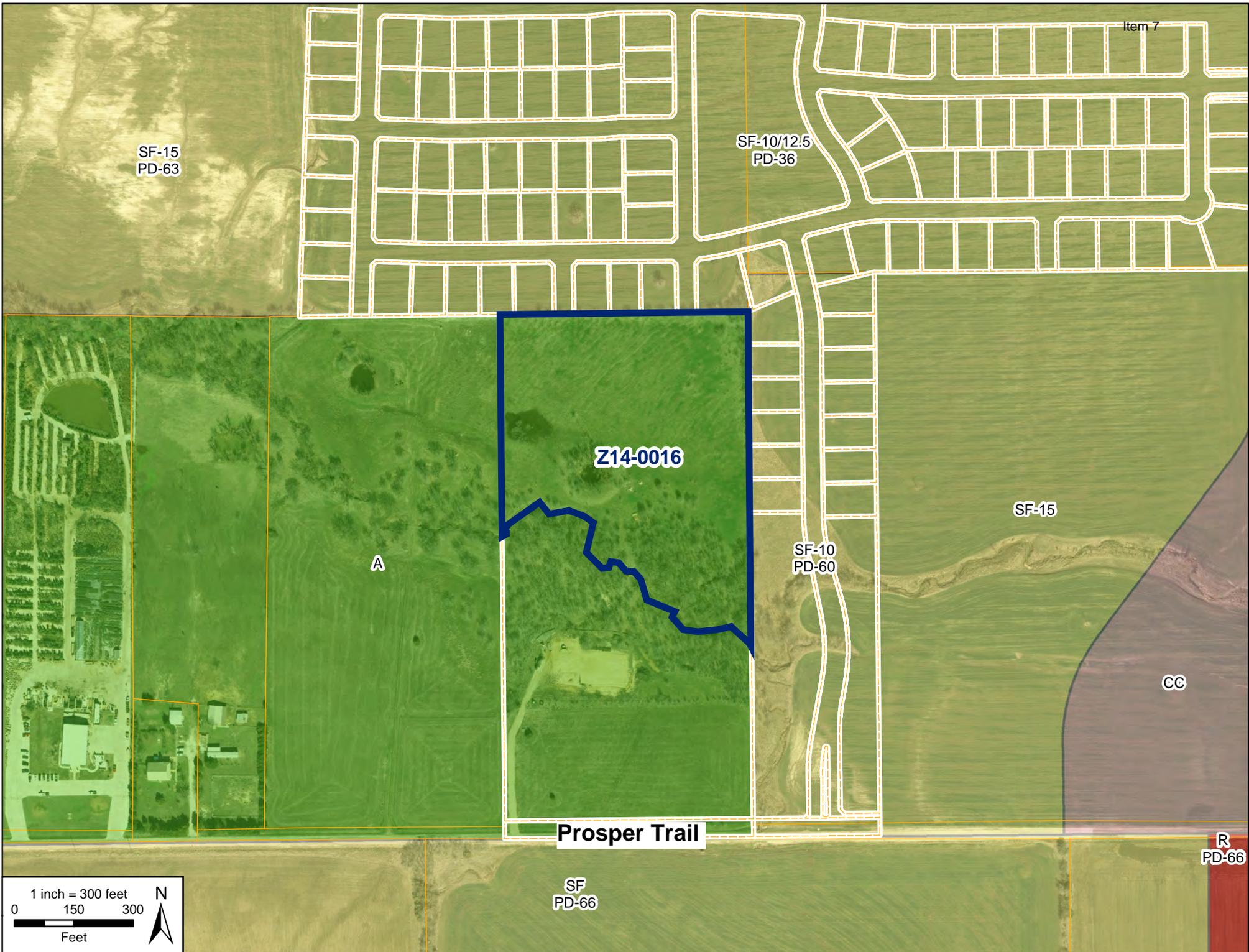
indicated the request was appropriate. Commissioner Snyder indicated that he believed the request did not warrant a deviation from the Future Land Use Plan.

Town Staff Recommendation:

Town staff recommends that the Town Council deny the request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5).

Proposed Motion:

I move to deny the request to rezone 9.4± acres, located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway, from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5).



SF-15
PD-63

SF-10/12.5
PD-36

Item 7

Z14-0016

A

SF-10
PD-60

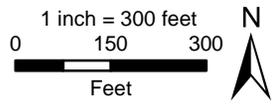
SF-15

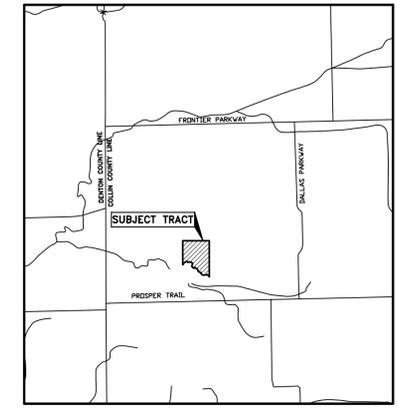
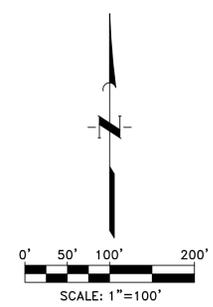
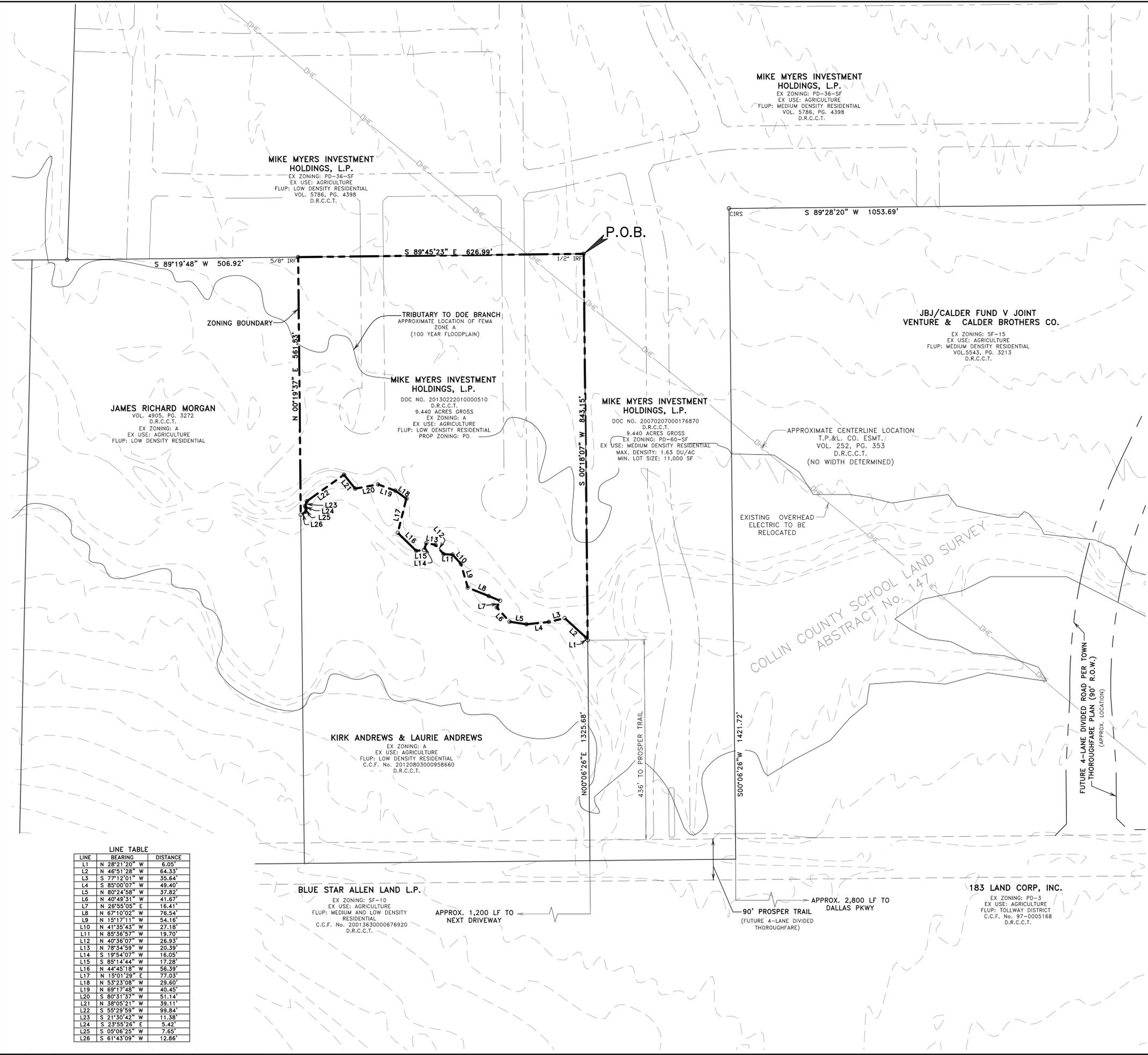
CC

Prosper Trail

SF
PD-66

R
PD-66





LEGEND

C.C.F.# COUNTY CLERK'S FILE NUMBER
 VOL. VOLUME
 PG. PAGE
 CAB. CABINET
 D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS

VICINITY MAP
 N.T.S.

METES AND BOUNDS DESCRIPTION
 Mike Myers Investment Holdings, L.P.
 9.440 AC Tract

BEING a tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas and also being part of a 19.001 acre tract as conveyed to Kirk and Laurie Andrews as recorded in County Clerks No. 20120803000958660 of the Land Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner at the northeast corner of said 19.001 acre tract; THENCE S 00°18'07" W a distance of 843.15' to a point in a creek; THENCE up said creek

- N 28°21'20" W a distance of 6.05';
- N 46°51'28" W a distance of 64.33';
- S 77°12'01" W a distance of 35.64';
- S 85°00'07" W a distance of 49.40';
- N 80°24'58" W a distance of 37.82';
- N 40°49'31" W a distance of 41.67';
- N 26°55'05" E a distance of 16.41';
- N 67°10'02" W a distance of 76.54';
- N 15°17'11" W a distance of 54.16';
- N 41°35'43" W a distance of 27.18';
- N 85°36'57" W a distance of 19.70';
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- S 80°31'37" W a distance of 51.14';
- N 38°05'21" W a distance of 39.11';
- S 55°29'59" W a distance of 99.84';
- S 21°30'42" W a distance of 11.38';
- S 23°55'26" E a distance of 5.42';
- S 05°06'25" W a distance of 7.65';
- S 61°43'09" W a distance of 12.86';

THENCE N 00°19'37" E a distance of 561.53' to a capped 1/2" iron rod set for corner; THENCE S 89°45'23" E a distance of 626.99' to the POINT OF BEGINNING and containing 411,185 square feet or 9.440 acres of land.

Z14-0016
EXHIBIT A
COLLIN COUNTY SCHOOL LANDS, SURVEY 12
ABSTRACT NO. 147
COLLIN COUNTY, TEXAS
DECEMBER 2014

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 28°21'20" W	6.05'
L2	N 46°51'28" W	64.33'
L3	S 77°12'01" W	35.64'
L4	S 85°00'07" W	49.40'
L5	N 80°24'58" W	37.82'
L6	N 40°49'31" W	41.67'
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L12	N 40°36'07" W	26.93'
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L25	S 05°06'25" W	7.65'
L26	S 61°43'09" W	12.86'

Exhibit B
Statement of Intent and Purpose

The purpose of this planned development is to contribute to the positive environment created by the PD regulations established for Legacy Crossing (PD-36 and PD-60). The proposed development standards exceed those previously adopted by the Legacy Crossing Planned Development in order to conform to the 2012 Comprehensive Plan. This property will further the design for the entrance, common areas, and buffer treatments established for Legacy Crossing.

This planned development will also allow the opportunity to include some landlocked property into Legacy Crossing which will further the positive atmosphere created by that community.

Exhibit C

Planned Development Standards 9.440 Acres (Gross)

1.0 Planned Development District - Single Family Residential

- 1.1 The property shall be developed in accordance with the Single Family-12.5 District as outlined in the Town of Prosper Zoning Ordinance 05-20, as it exists or may be amended, unless identified below. Unless otherwise noted, all development shall be in accordance with all Town Codes.
- 1.2 Development Pattern: The property shall generally develop in accordance with Exhibit D, Zoning Exhibit.
- 1.3 Number of Lots: The maximum number of single-family residential lots within the proposed development shall not exceed 18 (maximum 1.9 dwelling units per acre).
- 1.4 Open Space: The open spaces shown on the Zoning Exhibit, Exhibit D, shall be landscaped and maintained by the Homeowners Association.
- 1.5 Setbacks:
 - a. Minimum Front Yard: 25 feet.
 - b. Minimum Side Yard: 8 feet.
 - c. Minimum Rear Yard: 25 feet.
- 1.5 Minimum Lot Area: 12,500 square feet.
- 1.6 At least four lots must be 15,000 square feet or larger.
- 1.7 Minimum Lot Width at Front Building Line: 90 feet.
- 1.8 Minimum Lot Depth: 130 feet.
- 1.9 Minimum Dwelling Area: 2,500 square feet.
- 1.10 Building Standards:
 - a. All homes shall provide an exterior lighting package to illuminate the front 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.
 - b. 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.
 - c. Garage doors shall be cedar clad and stained.
 - d. Homes on a minimum of 2/3 of the single family lots within the community

shall utilize swing in garages. For the 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.

- e. Except for garage doors provided on swing in garages, garage doors shall not be located closer to the street than the primary front facade of the home.
- f. Carports are prohibited.

1.11 Parking:

- a. A minimum of 4 off-street, concrete parking spaces shall be provided for each residential unit. As part of the parking requirement, at least 2 of the off-street parking spaces shall be in an enclosed garage.
- b. The parking of motor homes, boats, and/or trailers on a lot facing a street or on a street, is prohibited.

1.12 Fencing:

- a. All fencing located on single family lots adjacent to open spaces shall consist of ornamental metal/tubular steel.
- b. 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.
- c. Privacy fences on single family residential lots shall be located no closer to the front property line than 10 feet behind the front elevation of the house and shall not exceed 8 feet in height above grade.)

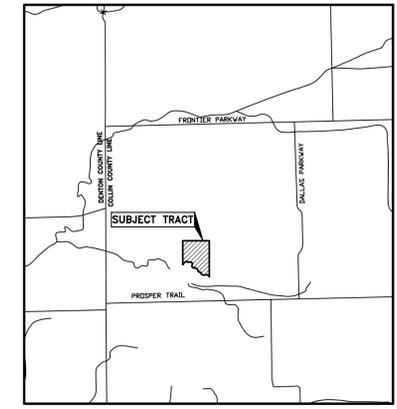
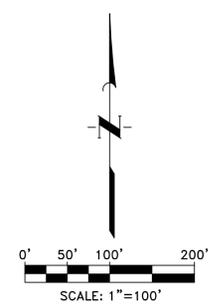
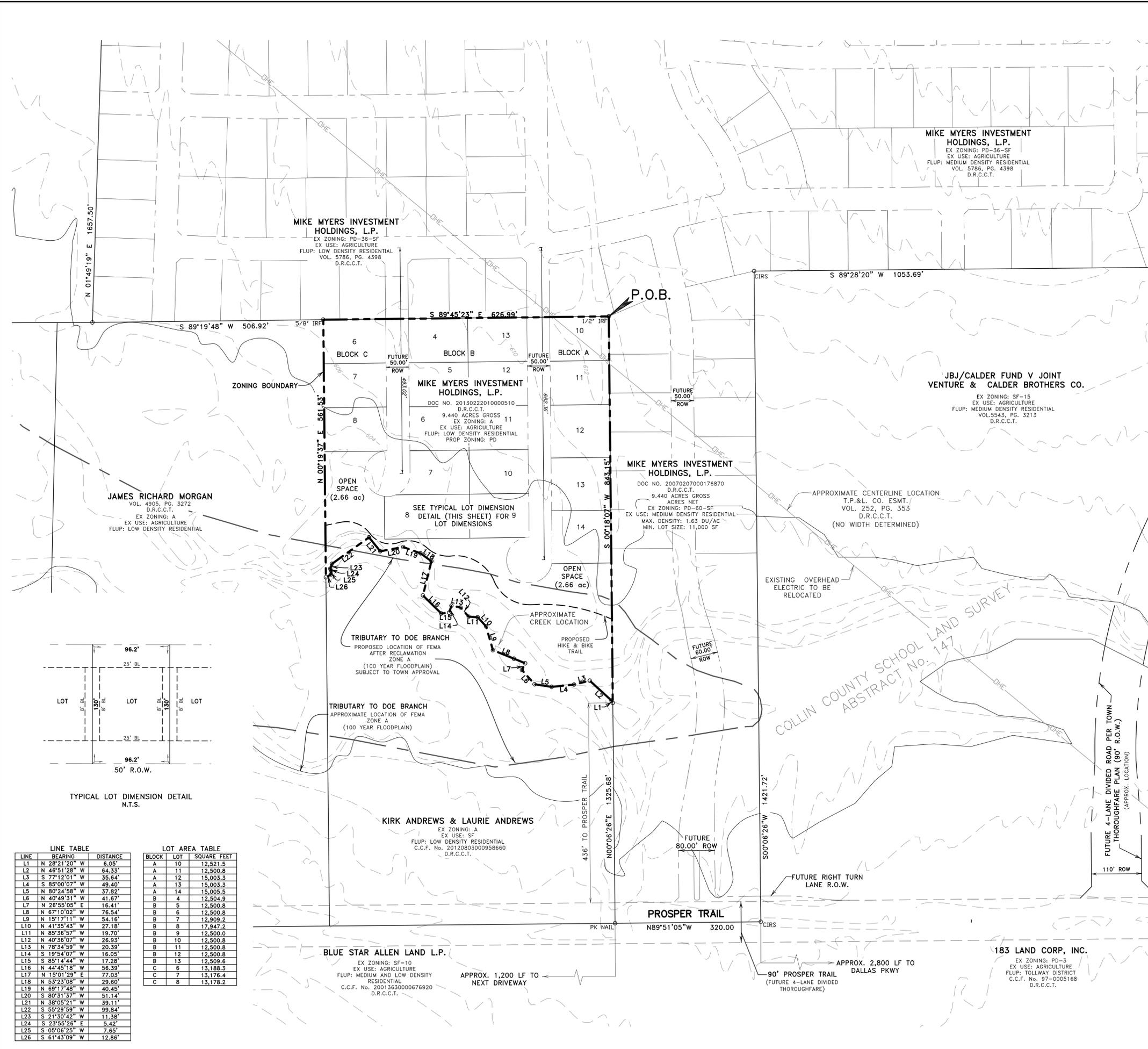
1.13 Driveways: Enhanced paving treatments shall be provided for all driveways and shall consist of one of the following, or other treatment as approved by the Director of Development Services.

- a. Stamp and stain/patterned concrete (must be dust-on color application to wet concrete).
- b. Acid-etched color 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).

1.14 Cul-de-sacs: Cul-de-sacs shall not exceed 700 feet in length.

2.0 General Conditions

- 2.01 Homeowners Association. Each lot shall be a member of the Legacy Crossing (PD-60) Homeowner's Association.



LEGEND

C.C.F.# COUNTY CLERK'S FILE NUMBER
 VOL. VOLUME
 PG. PAGE
 CAB. CABINET
 D.R.C.C.T. DEED RECORDS, COLLIN COUNTY, TEXAS

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- N 80°24'58" W a distance of 37.82';
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NOTE: 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.

Z14-0016
EXHIBIT D
COLLIN COUNTY SCHOOL LANDS, SURVEY 12
ABSTRACT NO. 147

COLLIN COUNTY, TEXAS
DECEMBER 2014

LINE	BEARING	DISTANCE	BLOCK	LOT	SQUARE FEET
L1	N 28°21'20" W	6.05'	A	10	12,521.5
L2	N 46°51'28" W	64.33'	A	11	12,500.8
L3	S 77°12'01" W	35.64'	A	12	15,003.3
L4	S 85°00'07" W	49.40'	A	13	15,003.3
L5	N 80°24'58" W	37.82'	A	14	15,005.5
L6	N 40°49'31" W	41.67'	B	4	12,504.9
L7	N 28°55'05" E	16.41'	B	5	12,500.8
L8	N 67°10'02" W	76.54'	B	6	12,500.8
L9	N 15°17'11" W	54.16'	B	7	12,909.2
L10	N 41°35'43" W	27.18'	B	8	17,947.2
L11	N 85°36'57" W	19.70'	B	9	12,500.0
L12	N 40°36'07" W	26.93'	B	10	12,500.8
L13	N 78°34'59" W	20.39'	B	11	12,500.8
L14	S 19°54'07" W	16.05'	B	12	12,500.8
L15	S 85°14'44" W	17.28'	B	13	12,509.6
L16	N 44°45'18" W	56.39'	C	6	13,188.3
L17	N 15°01'29" E	77.03'	C	7	13,176.4
L18	N 53°23'08" W	29.60'	C	8	13,178.2
L19	N 69°17'48" W	40.45'	C	8	13,178.2
L20	S 80°31'37" W	51.14'			
L21	N 38°05'21" W	39.11'			
L22	S 55°29'59" W	99.84'			
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OWNER:
 MIKE A. MYERS INVESTMENT HOLDINGS, LP
 6310 LEMMON AVENUE
 DALLAS, TX 75209
 PHONE: (214) 350-6500

ENGINEER:
 J.C. JONES & CARTER, INC.
 6509 WINDCREST DRIVE, SUITE 600
 PLANO, TEXAS 75024
 PHONE: (972) 488-0440
 FAX: (972) 488-3882

SURVEYOR:
 SURDUKAN SURVEYING, INC.
 P.O. BOX 126
 ANNA, TEXAS 75409
 PHONE: (972) 924-8200

Exhibit E

Development Schedule

9/16/14– Development Application Submitted

12/2/14 – Preliminary plat goes to P&Z

2/21/15 – Phase 1 construction plans approved

3/15/15 – Construction begins

8/12/15 – Construction Complete/Town accepts infrastructure

9/14/15 – Final plat file

COMMUNITY CHARACTER

Maintaining compatibility between the Zoning Map and the Future Land Use Plan

Chapter 211 of the Texas Local Government Code states that “zoning regulations must be adopted in accordance with a comprehensive plan.” Consequently, a zoning map and zoning decisions should reflect the Future Land Use Plan to the fullest extent possible. Therefore, approval of development proposals that are inconsistent with the Future Land Use Plan will often result in inconsistency between the Future Land Use Plan and the zoning regulations.

At times, the Town will likely encounter development proposals that do not directly reflect the purpose and intent of the land use pattern as shown on the Future Land Use Plan map. Review of such development proposals should include the following considerations:

- Will the proposed change enhance the site and the surrounding area?
- Is the proposed change a better use than that originally envisioned and depicted on the Future Land Use Plan map?
- Will the proposed use impact adjacent residential areas in a negative manner?
- Will the proposed use be compatible with and/or enhance adjacent residential uses?
- Are uses adjacent to the proposed use similar in nature in terms of

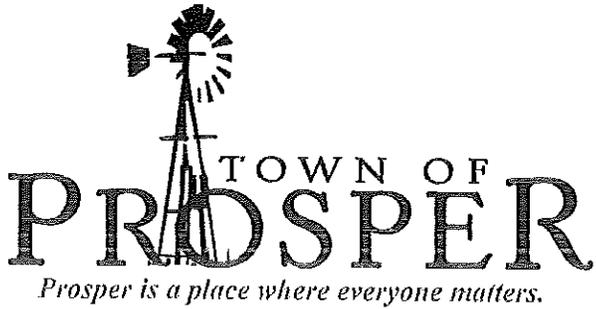
appearance, hours of operation, and other general aspects of compatibility?

- Does the proposed use present a significant benefit to the public health, safety, welfare and/or social well-being of the community?
- Would it contribute to the Town’s long-term economic stability?

Development proposals that are inconsistent with the Future Land Use Plan map (or that do not meet its general intent) should be reviewed based upon the above questions and should be evaluated on their own merit. It should be incumbent upon the applicant making such a proposal to provide evidence that the proposal meets the aforementioned considerations, supports community goals and objectives as set forth within this Plan, and represents long term economic and/or social benefits for the community as a whole, not just a short-term financial gain for whoever is developing the project.

It is important to recognize that proposals not directly consistent with the Plan could reflect higher and better long-term uses than those originally envisioned and shown on the Future Land Use Plan map for a particular area. This may be due to changing markets, demographics and/or economic trends that occur at some point in the future after the Plan is adopted. If such changes occur, and especially if there are demonstrated significant social and/or economic benefits to the Town of Prosper, then these proposals should be approved and the Future Land Use Plan map should be amended accordingly.





**DEVELOPMENT SERVICES
DEPARTMENT**
P.O. Box 307
Prosper, TX 75078
Phone: 972-346-3502
Fax: 972-347-2842

REPLY FORM

SUBJECT:

Zoning Case Z14-0016: The Town of Prosper has received a request to rezone 9.4± acres from Agricultural (A) to Planned Development-Single Family-12.5 (PD-SF-12.5).

LOCATION OF SUBJECT PROPERTY:

The property is located 500± feet north of Prosper Trail, 3,000± feet west of Dallas Parkway.

DESCRIPTION OF THE REQUEST:

The Planned Development-Single Family-12.5 District will provide for development of single family detached dwelling units on a minimum lot size of 12,500 square feet.

- I OPPOSE the request as described in the notice of public hearing.
- I DO NOT OPPOSE the request as described in the notice of public hearing.

COMMENTS (ATTACH ADDITIONAL SHEETS IF NECESSARY): Zoning
goes along with adjacent & sister development

Robert E. Myers
 Name (please print)

Robert E. Myers
 Signature

6310 Lemmon # 200
 Address

10/14/14
 Date

Dallas, Tx 75019
 City, State, and Zip Code

rmyers@myersfinancial.com,
 E-mail Address



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

Agenda Item:

Conduct a Public Hearing, and consider a request to rezone 56.5± acres, located on the west side of Teel Parkway, 300± feet south of Fishtrap Road, to amend Planned Development-40 (PD-40), Exhibit C, Section 3., c., c. (Townhouse Uses), and d. (Residential Development Standards). (Z14-0017).

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-40-Townhomes	Undeveloped	Medium Density Residential
North	Planned Development-40 Single Family	Undeveloped	Medium Density Residential
East	Planned Development-48-Commercial	Undeveloped	Medium Density Residential
South	Planned Development-40-Mixed Used	Undeveloped	US 380 District
West	Planned Development-40 Single Family	Single Family Development (Under Development)	Medium Density Residential

Requested Zoning – Z14-0017 is a request to amend 56.5± acres of Planned Development-40 (PD-40), located on the west side of Teel Parkway, 300± feet south of Fishtrap Road regarding specific residential development standards. The PD currently allows a maximum of 300 townhome lots; the request does not seek to increase the number of lots. This is a “limited amendment” to PD-40 in that the area under consideration is limited to the townhome portion of the PD and not to the balance of the 2,120-acre PD.

The primary purpose of the request is to amend the development standards to accommodate a specific townhome product. The townhomes will be on individually platted lots for ownership and will predominantly be one and two story products which will require a larger lot and reduced side yard setbacks adjacent to an alley. The garages for all units will be alley-served.

In many instances, the development standards have increased and the overall density was reduced. The product will be more “suburban” in nature compared to “urban-style” townhomes that are on narrow lots. The following table illustrates the current and proposed standards:

Residential development standards: Development within the TVG Townhome Tract shall be in accordance with the following table:

Development Requirements	Residential Product Type	
	Current Townhome Stds.	Proposed Townhome Stds.
Max. Gross Density	10.0 du/ac	8.0 du/ac
Min. Lot Area	1,000 sq. ft.	1,500 sq. ft.
Min. Lot Width	20'	25'
Min. Lot Depth	50'	60'
Min. Front Setback	0'	7'
Min. Rear Setback	20'	20' for garage/driveway; 10' for main building; 7' from alley R.O.W. radius
Min. Side Setback (interior lot)	0'	0'
Min. Side Setback:		
(corner lot facing street)	15'	15'
(corner lot facing alley)	Not defined	10'
(corner lot facing open space)	Not defined	7'
Min. Setback between Townhome Buildings	Not defined	20', which may be reduced to no less than ten feet (10') when side yard patios exist at either one or both ends of adjacent buildings.
Max. Building Encroachment	Not defined	End of building patios may encroach up to seven feet (7') into the designated side yard, and may have a trellis and/or decorative metal fence.
Max. Lot Coverage	80%	80%
Min. Floor Area / Dwelling Unit	1,200 sq. ft.	1,200 sq. ft.
Max. Building Height / No. of Stories	48' / 3 stories	48' / 3 stories
Max. Building Height of any Building within 60 feet of a Property Line with a Single Family Residential Use	36' / 2 stories	36' / 2 stories
Min. Open Space	20%	20%

As illustrated in the attached Exhibit D and in certain areas of the development, townhomes may front onto common green space areas; otherwise known as Mews. Due to the unconventional placement of the homes, the following development standards shall apply:

1. Minimum front yard setback: 10 feet
2. A minimum five-foot wide common mews sidewalk shall be provided within 20 feet of the front of the townhomes in order to provide pedestrian access to the front of each townhome. A minimum four-foot wide individual sidewalks shall connect from each townhome front door to the common mews sidewalk.
3. Each townhome shall have two cast stone address plates, one at the front of the Townhome near the front door, and one at the rear of the townhome visible from the alley. A further cast stone address plate shall be placed at each end of the Mews to assist in emergency response and way finding.

Fire Suppression: In consultation with the Fire Department, the applicant has agreed to require that the townhome buildings have fire sprinkler systems of Type 13D.

Landscaping: It is recognized that townhomes that are built in close proximity to the front property line do not provide sufficient space for shade trees in the front yards. The existing permits a zero-foot front yard setback. In lieu of required trees per lot, staff and the applicant worked on a shade and ornamental tree planting plan. The exact number and size of the shade and ornamental trees will be determined at time of site plan approval, but the trees will be planted in general conformance with the Illustrative Tree Plan (Exhibit "G").

Future Land Use Plan – The Future Land Use Plan (FLUP) recommends Medium Density Residential for the property.

Thoroughfare Plan – The property is adjacent to Teel Parkway, a proposed six-lane major thoroughfare. The zoning exhibit complies with the Thoroughfare Plan.

Water and Sanitary Sewer Services – Water 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 Teel Parkway and the adjacent future single family residential neighborhoods within the Windsong Ranch development.

Schools – This property is served by the Prosper Independent School District (PISD).

Parks – This property is subject to the Town's park dedication requirements, although it is not anticipated that this property will be needed for the development of a park. However, the Town has worked with the developer to provide a hike and bike trail within the 50-foot Atmos Gas Easement.

Environmental Considerations – The 100-year floodplain located on the property is shown on Exhibits A and D.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by state law. Staff has not received any public hearing notice reply forms.

Attached Documents:

1. Zoning Exhibits A, B, C, D, E, F, and G
2. Revised Exhibit F

3. Zoning map of the surrounding area

Planning & Zoning Commission Recommendation:

At their December 2, 2014, meeting, the Planning & Zoning Commission recommended the Town Council approve the request to rezone 56.5± acres, located on the west side of Teel Parkway, 300± feet south of Fishtrap Road, to amend Planned Development-40 (PD-40), Exhibit C, Section 3., c., c. (Townhouse Uses), and d. (Residential Development Standards), by a vote of 6-0, subject to the language in Exhibit C, Section 3., c., c. (Townhouse Uses), E., being revised to read, "The buildings shall substantially conform to the building elevations, as shown in Exhibit F." Since the Planning & Zoning Commission meeting, the applicant has revised Exhibit C, in accordance with the condition of approval recommended by the Commission.

Additionally, since the Planning & Zoning Commission meeting, the applicant has also provided revised conceptual elevations (Exhibit F) and is proposing to adopt the revised conceptual elevations (Revised Exhibit F) in place of the originally proposed conceptual elevations, which were acted on by the Planning & Zoning Commission. The applicant has indicated that the revised conceptual elevations more accurately depict the proposed townhome product, and also provide elevation views for multiple sides of the townhome buildings, as opposed to just the front elevation.

Town Staff Recommendation:

Town staff recommends that the Town Council approve the request to rezone 56.5± acres, located on the west side of Teel Parkway, 300± feet south of Fishtrap Road, to amend Planned Development-40 (PD-40), Exhibit C, Section 3., c., c. (Townhouse Uses), and d. (Residential Development Standards), subject to:

1. Replacing the conceptual elevations (Exhibit F) with the revised conceptual elevations (Revised Exhibit F).

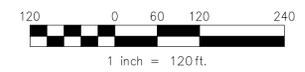
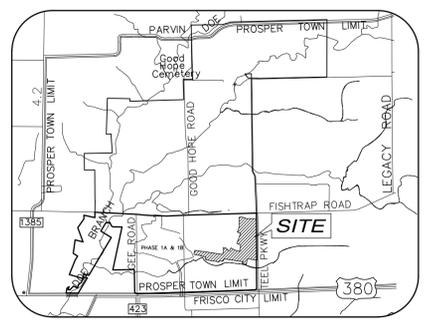
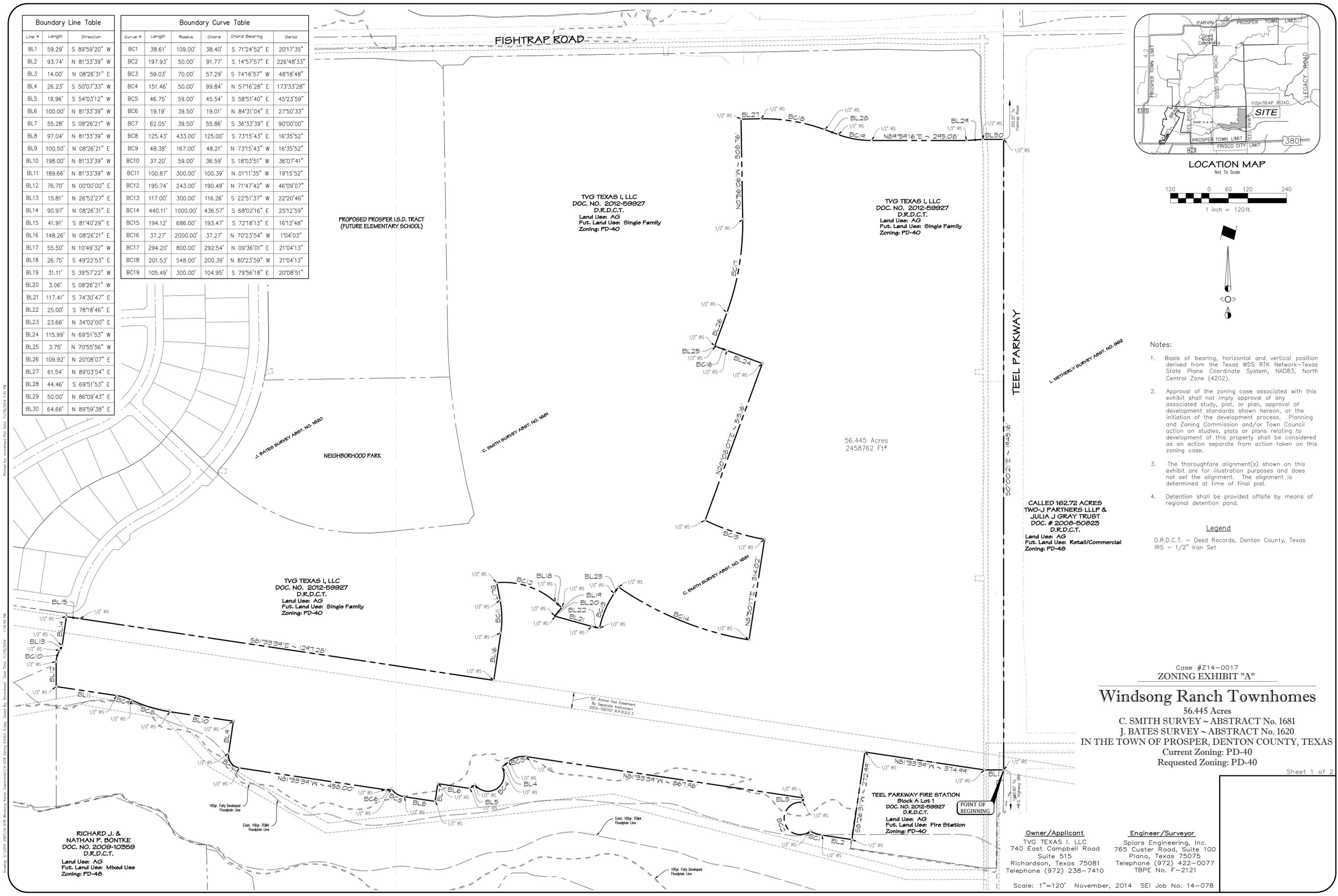
Proposed Motion:

I move to approve the request to rezone 56.5± acres, located on the west side of Teel Parkway, 300± feet south of Fishtrap Road, to amend Planned Development-40 (PD-40), Exhibit C, Section 3., c., c. (Townhouse Uses), and d. (Residential Development Standards), subject to:

1. Replacing the conceptual elevations (Exhibit F) with the revised conceptual elevations (Revised Exhibit F).

Line #	Length	Direction
BL1	59.29'	S 89°59'20" W
BL2	93.74'	N 81°33'39" W
BL3	14.00'	N 08°26'31" E
BL4	26.23'	S 50°07'33" W
BL5	19.96'	S 54°03'12" W
BL6	100.00'	N 81°33'39" W
BL7	55.28'	S 08°26'21" W
BL8	97.04'	N 81°33'39" W
BL9	100.50'	N 08°26'21" E
BL10	198.00'	N 81°33'39" W
BL11	189.66'	N 81°33'39" W
BL12	76.70'	N 00°00'00" E
BL13	15.81'	N 26°52'27" E
BL14	90.97'	N 08°26'31" E
BL15	41.91'	S 81°40'29" E
BL16	148.26'	N 08°26'21" E
BL17	55.50'	N 10°49'32" W
BL18	26.75'	S 49°22'53" E
BL19	31.11'	S 39°57'22" W
BL20	3.06'	S 08°26'21" W
BL21	117.41'	S 74°30'47" E
BL22	25.00'	S 78°18'46" E
BL23	23.66'	N 34°02'00" E
BL24	115.99'	N 69°51'53" W
BL25	3.75'	N 70°55'56" W
BL26	109.92'	N 20°08'07" E
BL27	61.54'	N 89°03'54" E
BL28	44.46'	S 69°51'53" E
BL29	50.00'	N 86°09'43" E
BL30	64.66'	N 89°59'38" E

Curve #	Length	Radius	Chord	Chord Bearing	Delta
BC1	38.61'	109.00'	38.40'	S 71°24'52" E	201°7'35"
BC2	197.93'	50.00'	91.77'	S 14°57'57" E	226°48'33"
BC3	59.03'	70.00'	57.29'	S 74°16'57" W	48°18'48"
BC4	151.46'	50.00'	99.84'	N 57°16'28" E	173°33'28"
BC5	46.75'	59.00'	45.54'	S 58°51'40" E	45°23'59"
BC6	19.19'	39.50'	19.01'	N 84°31'04" E	27°50'33"
BC7	62.05'	39.50'	55.86'	S 36°33'39" E	90°00'00"
BC8	125.43'	433.00'	125.00'	S 73°15'43" E	16°35'52"
BC9	48.38'	167.00'	48.21'	N 73°15'43" W	16°35'52"
BC10	37.20'	59.00'	36.59'	S 18°03'51" W	36°07'41"
BC11	100.87'	300.00'	100.39'	N 01°11'35" W	19°15'52"
BC12	195.74'	243.00'	190.49'	N 71°47'42" W	46°09'07"
BC13	117.00'	300.00'	116.26'	S 22°51'37" W	22°20'46"
BC14	440.11'	1000.00'	436.57'	S 68°02'16" E	25°12'59"
BC15	194.12'	686.00'	193.47'	S 72°18'13" E	16°12'48"
BC16	37.27'	2000.00'	37.27'	N 70°23'54" W	1°04'03"
BC17	294.20'	800.00'	292.54'	N 09°36'01" E	21°04'13"
BC18	201.53'	548.00'	200.39'	N 80°23'59" W	21°04'13"
BC19	105.49'	300.00'	104.95'	S 79°56'18" E	20°08'51"



- Notes:
1. Basis of bearing, horizontal and vertical position derived from the Texas WGS RTK Network—Texas State Plane Coordinate System, NAD83, North Central Zone (4202).
 2. Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning and Zoning Commission and/or Town Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.
 3. 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.
 4. Detention shall be provided offsite by means of regional detention pond.

Legend

D.R.D.C.T. - Deed Records, Denton County, Texas
 IRS - 1/2" Iron Set

CALLLED 162.72 ACRES
 TWO-J PARTNERS LLLP &
 JULIA J GRAY TRUST
 DOC. # 2008-50823
 D.R.D.C.T.
 Land Use: AG
 Fut. Land Use: Retail/Commercial
 Zoning: PD-4B

Case #Z14-0017
ZONING EXHIBIT "A"

Windsong Ranch Townhomes
 56.445 Acres
 C. SMITH SURVEY ~ ABSTRACT No. 1681
 J. BATES SURVEY ~ ABSTRACT No. 1620
 IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS
 Current Zoning: PD-40
 Requested Zoning: PD-40

Owner/Applicant
 TVG TEXAS I, LLC
 740 East Campbell Road
 Suite 515
 Richardson, Texas 75081
 Telephone (972) 238-7410

Engineer/Surveyor
 Spiars Engineering, Inc.
 765 Custer Road, Suite 100
 Plano, Texas 75075
 Telephone (972) 422-0077
 TBPE No. F-2121

Scale: 1"=120' November, 2014 SEI Job No. 14-078

Drawing: C:\2014\0085\14-078\Windsong Ranch Townhomes\14-078_Zoning Exhibit A.dwg
 Date: 11/16/2014
 Time: 11:18:50 PM
 Plotted by: mrvanvald
 Date: 11/16/2014
 Time: 11:18:50 PM

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the C. Smith Survey, Abstract No. 1681 and the J. Bates Survey, Abstract No. 1620, Town of Prosper, Denton County, Texas, the subject tract being a portion of a tract conveyed to TVG Texas I, LLC according to the deed recorded in Document No. 2012-59927, Deed Records, Denton County, Texas the subject tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod set in the center line of Teel Parkway right of way;

THENCE, S 89°59'20" W, a distance of 59.29 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 81°33'39" W, a distance of 374.99 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, S 08°26'31" W, a distance of 272.99 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 81°33'39" W, a distance of 93.74 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a tangent curve to the right having a central angle of 20'17'35", a radius of 109.00 feet, a chord of N 71°24'52" W - 38.40 feet, an arc length of 38.61 feet;

THENCE around a non-tangent curve to the right having a central angle of 226°48'33", a radius of 50.00 feet, a chord of N 14°57'57" W - 91.77 feet, an arc length of 197.93 feet;

THENCE, N 08°26'31" E, a distance of 14.00 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 81°33'39" W, a distance of 867.96 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a tangent curve to the right having a central angle of 48°18'48", a radius of 70.00 feet, a chord of S 74°16'57" W - 57.29 feet, an arc length of 59.03 feet;

THENCE, S 50°07'33" W, a distance of 26.23 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a non-tangent curve to the right having a central angle of 173°33'28", a radius of 50.00 feet, a chord of S 57°16'28" W - 99.84 feet, an arc length of 151.46 feet;

THENCE, S 54°03'12" W, a distance of 19.96 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 81°33'39" W, a distance of 100.00 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, S 08°26'21" W, a distance of 55.28 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 81°33'39" W, a distance of 97.04 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a tangent curve to the right having a central angle of 45°23'59", a radius of 59.00 feet, a chord of N 58°51'40" W - 45.54 feet, an arc length of 46.75 feet;

THENCE around a non-tangent curve to the right having a central angle of 27°50'33", a radius of 39.50 feet, a chord of S 84°31'04" W - 19.01 feet, an arc length of 19.19 feet;

THENCE, N 81°33'39" W, a distance of 458.00 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a tangent curve to the right having a central angle of 90°00'00", a radius of 39.50 feet, a chord of N 36°33'39" W - 55.86 feet, an arc length of 62.05 feet;

THENCE, N 08°26'21" E, a distance of 100.50 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 81°33'39" W, a distance of 198.00 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a tangent curve to the right having a central angle of 16°35'52", a radius of 433.00 feet, a chord of N 73°15'43" W - 125.00 feet, an arc length of 125.43 feet;

THENCE around a compound curve to the right having a central angle of 16°35'52", a radius of 167.00 feet, a chord of N 73°15'43" W - 48.21 feet, an arc length of 48.38 feet;

THENCE, N 81°33'39" W, a distance of 189.66 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 00°00'00" E, a distance of 76.70 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a tangent curve to the right having a central angle of 36°07'41", a radius of 59.00 feet, a chord of N 18°03'51" E - 36.59 feet, an arc length of 37.20 feet;

THENCE, N 26°52'27" E, a distance of 15.81 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 08°26'31" E, a distance of 90.97 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, S 81°40'29" E, a distance of 41.91 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, S 81°33'39" E, a distance of 1297.28 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 08°26'21" E, a distance of 163.34 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a tangent curve to the right having a central angle of 19°15'52", a radius of 300.00 feet, a chord of N 01°11'35" W - 100.39 feet, an arc length of 100.87 feet;

THENCE, N 10°49'32" W, a distance of 55.50 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a non-tangent curve to the right having a central angle of 46°09'07", a radius of 243.00 feet, a chord of S 71°47'42" E - 190.49 feet, an arc length of 195.74 feet;

THENCE, S 49°22'53" E, a distance of 26.75 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, S 39°57'22" W, a distance of 31.11 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, S 08°26'21" W, a distance of 3.06 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, S 74°30'47" E, a distance of 117.41 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, S 78°18'46" E, a distance of 25.00 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a non-tangent curve to the right having a central angle of 22°20'46", a radius of 300.00 feet, a chord of N 22°51'37" E - 116.26 feet, an arc length of 117.00 feet;

THENCE, N 34°02'00" E, a distance of 23.66 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a non-tangent curve to the right having a central angle of 25°12'59", a radius of 1000.00 feet, a chord of S 68°02'16" E - 436.57 feet, an arc length of 440.11 feet;

THENCE, N 08°50'17" E, a distance of 314.02 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a non-tangent curve to the right having a central angle of 16°12'48", a radius of 686.00 feet, a chord of N 72°18'13" W - 193.47 feet, an arc length of 194.12 feet;

THENCE, N 20°08'07" E, a distance of 515.16 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 69°51'53" W, a distance of 115.99 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a tangent curve to the right having a central angle of 01°04'03", a radius of 2000.00 feet, a chord of N 70°23'54" W - 37.27 feet, an arc length of 37.27 feet;

THENCE, N 70°55'56" W, a distance of 3.75 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 20°08'07" E, a distance of 109.92 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a tangent curve to the right having a central angle of 21°04'13", a radius of 800.00 feet, a chord of N 09°36'01" E - 292.54 feet, an arc length of 294.20 feet;

THENCE, N 00°56'06" W, a distance of 308.76 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 89°03'54" E, a distance of 61.54 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a tangent curve to the right having a central angle of 21°04'13", a radius of 548.00 feet, a chord of S 80°23'59" E - 200.39 feet, an arc length of 201.53 feet;

THENCE, S 69°51'53" E, a distance of 44.46 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE around a tangent curve to the right having a central angle of 20°08'51", a radius of 300.00 feet, a chord of S 79°56'18" E - 104.95 feet, an arc length of 105.49 feet;

THENCE, N 89°59'16" E, a distance of 295.08 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 86°09'43" E, a distance of 50.00 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, N 89°59'38" E, a distance of 64.66 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

THENCE, S 00°00'21" E, a distance of 1945.16 feet, to a 1/2" iron rod with a plastic cap stamped "SPIARSEN" set;

to the POINT OF BEGINNING with the subject tract containing 2458762.07 square feet or 56.44541 acres of land.

Printed by: mromano@bca Date: 11/08/2014 1:42 PM

Printing: C:\2014_005\14-078 Windsong Ranch Townhomes\14-078 Zoning Exhibit A.dwg Saved By: mromano@bca Date: 11/08/2014 1:19:50 PM

Case #Z14-0017
ZONING EXHIBIT "A"

Windsong Ranch Townhomes

56.445 Acres
C. SMITH SURVEY ~ ABSTRACT No. 1681
J. BATES SURVEY ~ ABSTRACT No. 1620
IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS
Current Zoning: PD-40
Requested Zoning: PD-40

Sheet 2 of 2

Owner/Applicant
TVG TEXAS I, LLC
740 East Campbell Road
Suite 515
Richardson, Texas 75081
Telephone (972) 238-7410

Engineer/Surveyor
Spiars Engineering, Inc.
765 Custer Road, Suite 100
Plano, Texas 75075
Telephone (972) 422-0077
TBPE No. F-2121

Scale: 1"=120' November, 2014 SEI Job No. 14-078

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

The purpose of this PD Amendment is to specify additional standards for the development and construction of townhomes in the Windsong Ranch community over and above the standards that are currently in place. By proposing more stringent standards than the current PD-40 allows, Windsong Ranch intends to maintain and potentially improve the standard of quality set by the current community and provide more opportunity for an age-diversified community.

EXHIBIT C

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

- c. **Townhouse Uses:** Townhouse units shall be allowed within the mixed use area or single family area as a buffer between non-residential and single family development. A maximum of three hundred (300) townhouse units shall be allowed. Townhouse units constructed in Single Family Residential Tract do not count against the maximum lot count of 3,500 single family lots. If portions of the designated mixed-use area are developed with townhouse residential housing types, they shall be developed in accordance with the following criteria:
- A. **Required Parking:** Parking requirements for townhouse development shall be two spaces per one-bedroom unit, two spaces per two-bedroom unit, two and one-half spaces per three-bedroom unit and one-half space per each additional bedroom per unit. Two (2) enclosed parking spaces per unit will be provided as part of the townhouse unit configuration. Enclosed parking will consist of an attached or detached garage or parking structure screened from public view.
 - B. **Exterior Facade Building Materials:** All buildings within a townhouse development shall have an exterior finish of stone, stucco, brick, tile, concrete, glass or similar materials or any combination thereof. The use of cementitious fiber board as a primary exterior building material shall be limited to a maximum of fifteen percent of the total exterior wall surfaces. All exterior finishes of buildings within a townhouse development shall have a minimum of ten percent (10%) stone accents.
 - C. **Controlled Access:** All townhouse developments that contain limited gated access shall locate all gate controls, card pads and intercom boxes in driveway islands in a manner that provides a minimum of one hundred (100) feet of stacking distance from the gate. Such driveway islands shall also contain a break that allows for vehicular u-turn movements back onto a public street.
 - D. **Development Pattern:** Lots may front common areas (mews) and collector roadways, generally in accordance with Exhibit D. Common area and collector roadway frontage locations shall be designated as part of the preliminary site plan approval by the Town. Standards shall be as follows:
 - i. Minimum front yard setback: Ten feet (10')

- ii. A minimum five foot (5') wide common mews sidewalk shall be provided within 20 feet of the front of the townhomes in order to provide pedestrian access to the front of each townhome. A minimum four foot (4') wide individual sidewalk shall connect from each townhome front door to the common mews sidewalk.
 - iii. Each townhome shall have two (2) cast stone address plates, one (1) at the front of the townhome near the front door, and one (1) at the rear of the townhome visible from the alley. An additional cast stone address plate shall be placed at each end of the common area mews to help in case of emergency and as a general aid to directions.
- E. Building Elevations: The buildings shall substantially conform to the building elevations, as show on Exhibit F.
- F. Landscaping: Generally in accordance with Exhibit G, a minimum of one hundred fifty (150) shade trees, minimum 4" caliper at the time of planting shall be provided with the development. A minimum of two hundred (200) ornamental trees, shall be provided with the development; the size and species of the ornamental trees shall be determined at site plan approval. The timing of installation of shade trees and ornamental trees will be phased according to completion of the buildings within the applicable lot. The location, type and number of these plantings (subject to the minimum quantities listed above) will be adjusted as necessary (subject to Town staff review and approval) to coordinate road and utility infrastructure conditions and other unforeseen circumstances.

Townhouse Uses for any townhomes built in the 56.445 acre area described in Exhibit "A" (the "TVG Townhome Tract") will be required to follow the standards listed below:

- d. Residential development standards: Development within the TVG Townhome Tract shall be in accordance with the following table:

Development Requirement	Residential Product Type
	Townhouse
Max. Gross Density	8.0 du/ac
Min. Lot Area	1,500 sq. ft.
Min. Lot Width	25'
Min. Lot Depth	60'
Min. Front Setback	7'
Min. Rear Setback	20' for garage/driveway; 10' for main building; 7' (from property line)
Min. Side Setback (interior lot)	0'
Min. Side Setback:	
(corner lot facing street)	15'
(corner lot facing alley)	10'
(corner lot facing open space)	7'
Min. Building Separation	Twenty feet (20'), which may be reduced to no less than ten feet (10') when sideyard patios exist at either one or both ends of adjacent buildings.
Max. Building Encroachment	End of building patios may encroach up to seven feet (7') into the designated sideyard, and may have a trellis and/or decorative metal fence.
Max. Lot Coverage	80%
Min. Floor Area / Dwelling Unit	1,200 sq. ft.
Max. Building Height / No. of stories'	48' / 3
Min. Open Space	20%

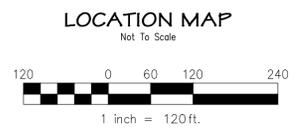
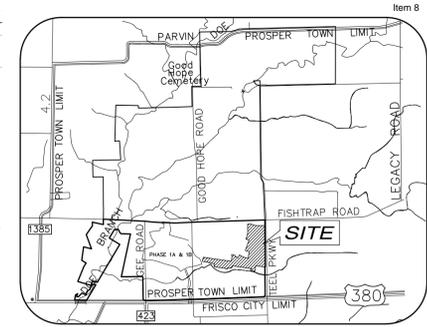
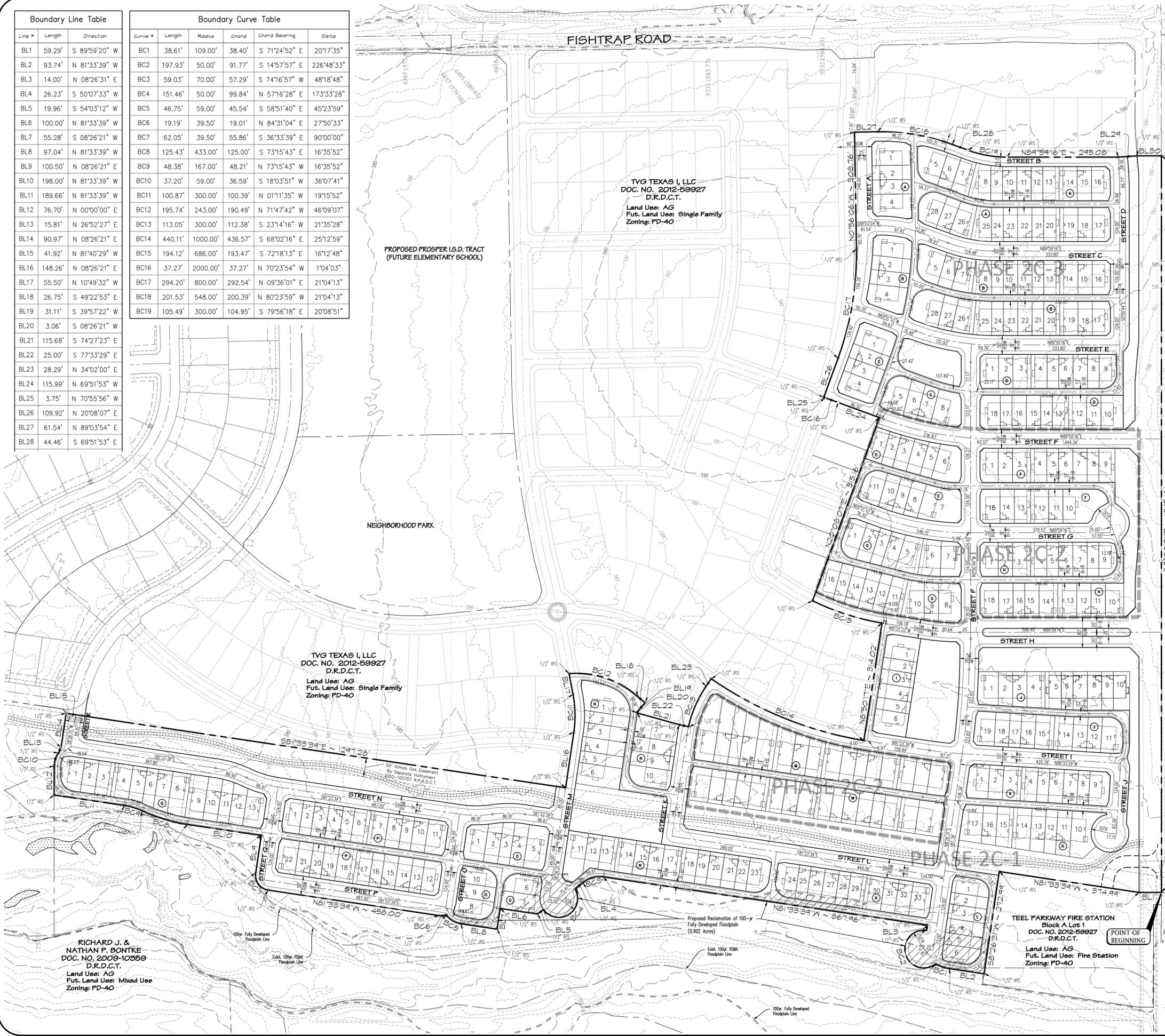
Note: The maximum height of any building within 60 feet of a property line with a single family residential use shall be 36 feet or 2 stories.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

Line #	Length	Direction
BL1	59.29'	S 89°59'20" W
BL2	93.74'	N 81°33'39" W
BL3	14.00'	N 08°26'31" E
BL4	26.23'	S 50°07'33" W
BL5	19.96'	S 54°03'12" W
BL6	100.00'	N 81°33'39" W
BL7	55.28'	S 08°26'21" W
BL8	97.04'	N 81°33'39" W
BL9	100.50'	N 08°26'21" E
BL10	198.00'	N 81°33'39" W
BL11	189.66'	N 81°33'39" W
BL12	76.70'	N 00°00'00" E
BL13	15.81'	N 26°52'27" E
BL14	90.97'	N 08°26'21" E
BL15	41.92'	N 81°40'29" W
BL16	148.26'	N 08°26'21" E
BL17	55.50'	N 10°49'32" W
BL18	26.75'	S 49°22'53" E
BL19	31.11'	S 39°57'22" W
BL20	3.06'	S 08°26'21" W
BL21	115.68'	S 74°27'23" E
BL22	25.00'	S 77°33'29" E
BL23	28.29'	N 34°02'00" E
BL24	115.99'	N 69°51'53" W
BL25	3.75'	N 70°55'56" W
BL26	109.92'	N 20°08'07" E
BL27	61.54'	N 89°03'54" E
BL28	44.46'	S 69°51'53" E

Curve #	Length	Radius	Chord	Chord Bearing	Delta
BC1	38.61'	109.00'	38.40'	S 71°24'52" E	20°17'35"
BC2	197.93'	50.00'	91.77'	S 14°57'57" E	226°48'33"
BC3	59.03'	70.00'	57.29'	S 74°16'57" W	48°18'48"
BC4	151.46'	50.00'	99.84'	N 57°16'28" E	173°33'28"
BC5	46.75'	59.00'	45.54'	S 58°51'40" E	45°23'59"
BC6	19.19'	39.50'	19.01'	N 84°31'04" E	27°50'33"
BC7	62.05'	39.50'	55.86'	S 36°33'39" E	90°00'00"
BC8	125.43'	433.00'	125.00'	S 73°15'43" E	16°35'52"
BC9	48.38'	167.00'	48.21'	N 73°15'43" W	16°35'52"
BC10	37.20'	59.00'	36.59'	S 18°03'51" W	36°07'41"
BC11	100.87'	300.00'	100.39'	N 01°11'35" W	19°15'52"
BC12	195.74'	243.00'	190.49'	N 71°47'42" W	46°09'07"
BC13	113.05'	300.00'	112.38'	S 23°14'16" W	21°35'28"
BC14	440.11'	1000.00'	436.57'	S 68°02'16" E	25°12'59"
BC15	194.12'	686.00'	193.47'	S 72°18'13" E	16°12'48"
BC16	37.27'	2000.00'	37.27'	N 70°23'54" W	1°04'03"
BC17	294.20'	800.00'	292.54'	N 09°36'01" E	21°04'13"
BC18	201.53'	548.00'	200.39'	N 80°23'59" W	21°04'13"
BC19	105.49'	300.00'	104.95'	S 79°56'18" E	20°08'51"

Drawing: 03/2014 400514-028 Windsong Ranch Townhomes, 14-078 Exhibit B.dwg, Sheet: 17/19/2014, 11:03:46 AM
 Printed by: mcmahon, Plot Date: 11/19/2014 1:46 PM



- Notes:**
1. Basis of bearing, horizontal and vertical position derived from the Texas WDS RTK Network-Texas State Plane Coordinate System, NAD83, North Central Zone (4202).
 2. Approval of the zoning case associated with this exhibit shall not imply approval of any associated study, plat, or plan, approval of development standards shown hereon, or the initiation of the development process. Planning and Zoning Commission and/or Town Council action on studies, plats or plans relating to development of this property shall be considered as an action separate from action taken on this zoning case.
 3. 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.
 4. Detention shall be provided offsite by means of regional detention pond.

Legend

D.R.D.C.T. - Deed Records, Denton County, Texas
 I.R.S. - 1/2" Iron Rod Stamped "SPIARSEN"

Site Data Summary Table

Existing Zoning	= PD-40
Gross Acreage	= 56.445
Right-of-Way Acreage	= 2.856
Net Acreage	= 53.589
Units	= 300
Density (Units/Acre)	= 5.60
Minimum Dwelling Unit Size	= 1,200 S.F.
Neighborhood Reserve Areas	= 8.06 Ac.

Case #Z14-0017
EXHIBIT "D"

Windsong Ranch Townhomes
 56.455 Acres
 C. SMITH SURVEY ~ ABSTRACT No. 1681
 J. BATES SURVEY ~ ABSTRACT No. 1620
 IN THE TOWN OF PROSPER, DENTON COUNTY, TEXAS
 Current Zoning: PD-40
 Requested Zoning: PD-40

Owner/Applicant
 TVG TEXAS I, LLC
 740 East Campbell Road
 Suite 515
 Richardson, Texas 75081
 Telephone (972) 238-7410

Engineer/Surveyor
 Spiars Engineering, Inc.
 765 Custer Road, Suite 100
 Plano, Texas 75075
 Telephone (972) 422-0077
 TBPE No. F-2121

Scale: 1"=120' November, 2014 SEI Job No. 14-078

EXHIBIT "E"

DEVELOPMENT SCHEDULE

Townhome Section – Phases 2C-1, 2C-2 and 2C-3
56.445 Acres out of PD-40
West side of Teel Parkway, north of US Highway 380

Phase 2C-1:

Begin Excavation:	March 2015
Begin Utilities:	May 2015
Begin Paving:	August 2015
Town Acceptance of Public Improvements:	November 2015

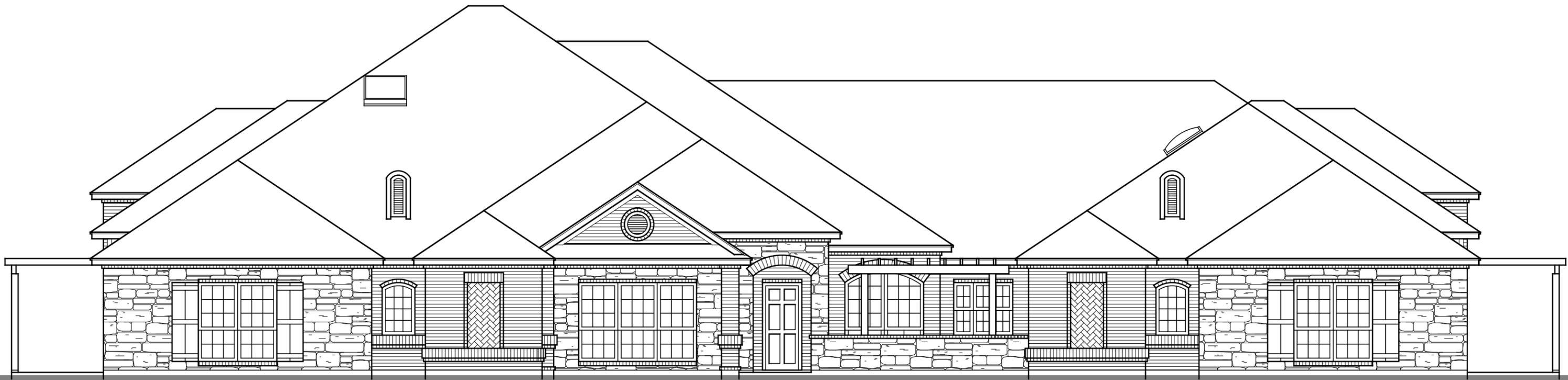
Subsequent phases (2C-2 and 2C-3) to be constructed as market conditions warrant.

This schedule is subject to change due to various factors beyond the control of developer.

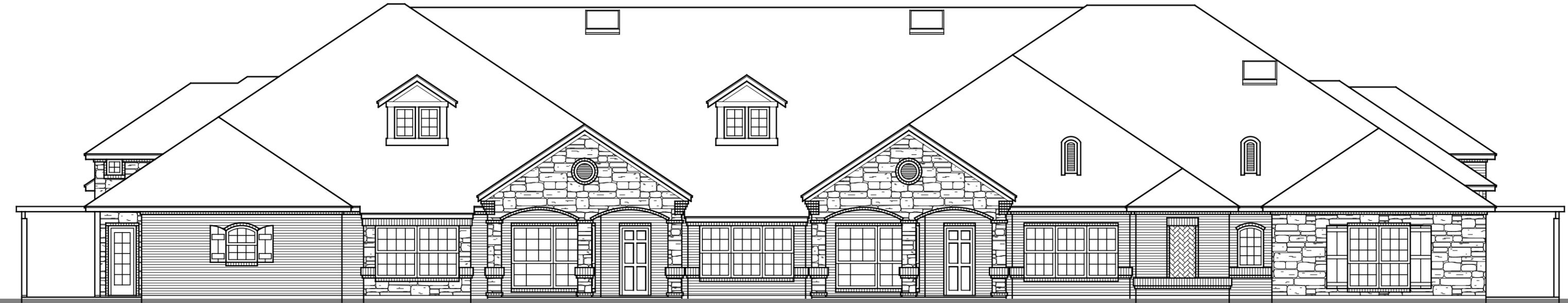
EXHIBIT "F"

**Illustrative Elevations and Plans for Townhomes built in TVG Townhome Tract within
Windsong Ranch, Town of Prosper, Texas**

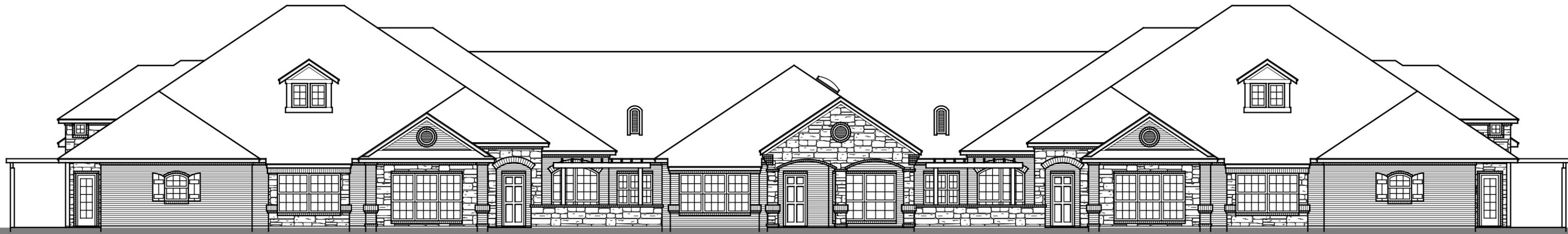
The illustrations that are included with this Exhibit F are for the purpose of illustrative example only and do not constitute exact renderings or plans of the buildings and items depicted.



Z3 front building elevation



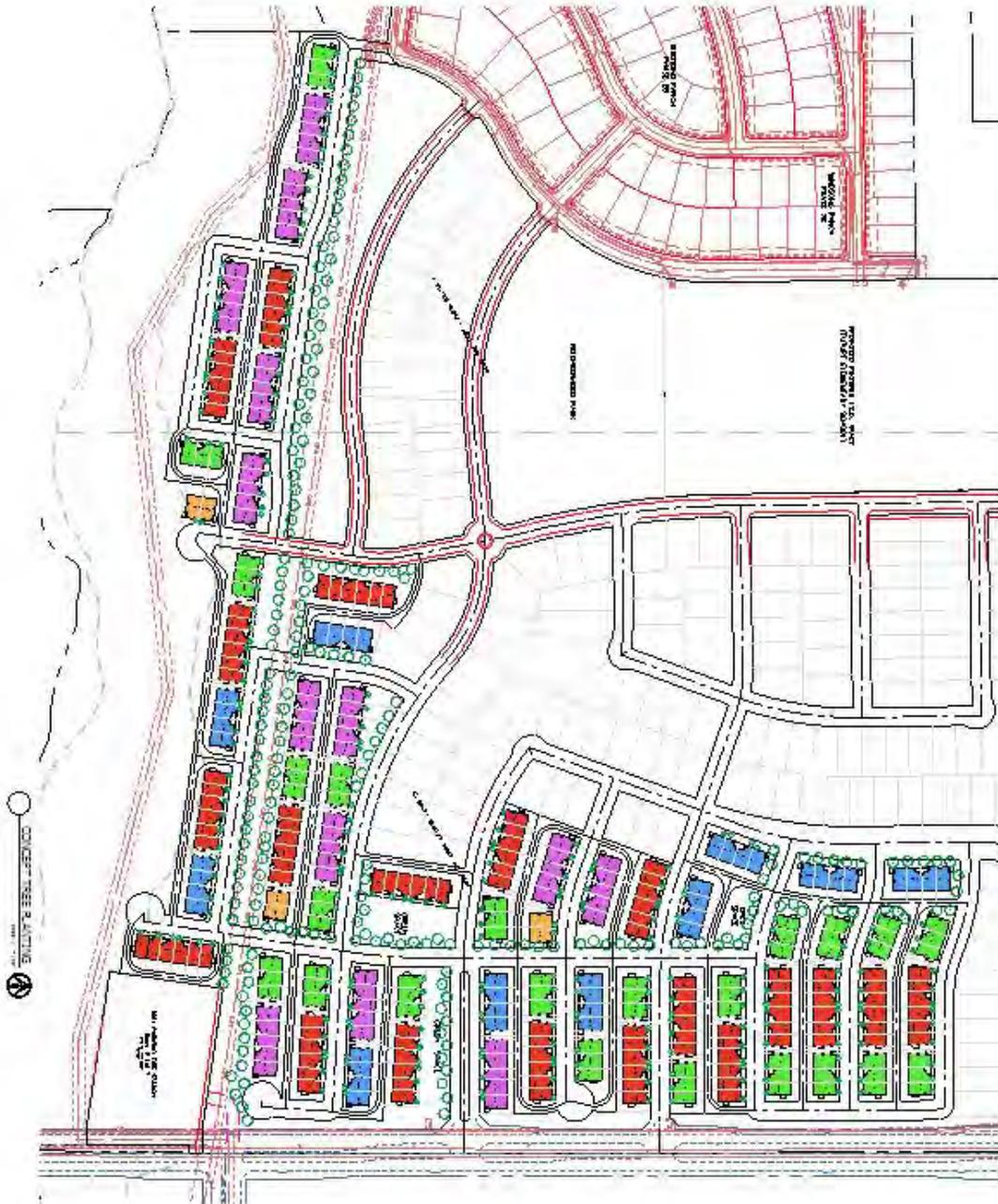
Z4 front building elevation



Z5-E front building elevation

EXHIBIT "G"

ILLUSTRATIVE TREE PLAN



<p>L1.01</p>	<p>ILLUSTRATIVE TREE PLAN WINDSONG RANCH MASTER PLAN PROPOSED TOWNHOME TRACT PROSPER, TEXAS</p>		<p>DATE: 10/15/2014 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT NO: [Number] SHEET NO: [Number]</p>	<p>NO. OF TREES</p>	<p>DATE</p>
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	2	10/15/2014			
	3	10/15/2014			
	4	10/15/2014			



TH2 front elevation - french



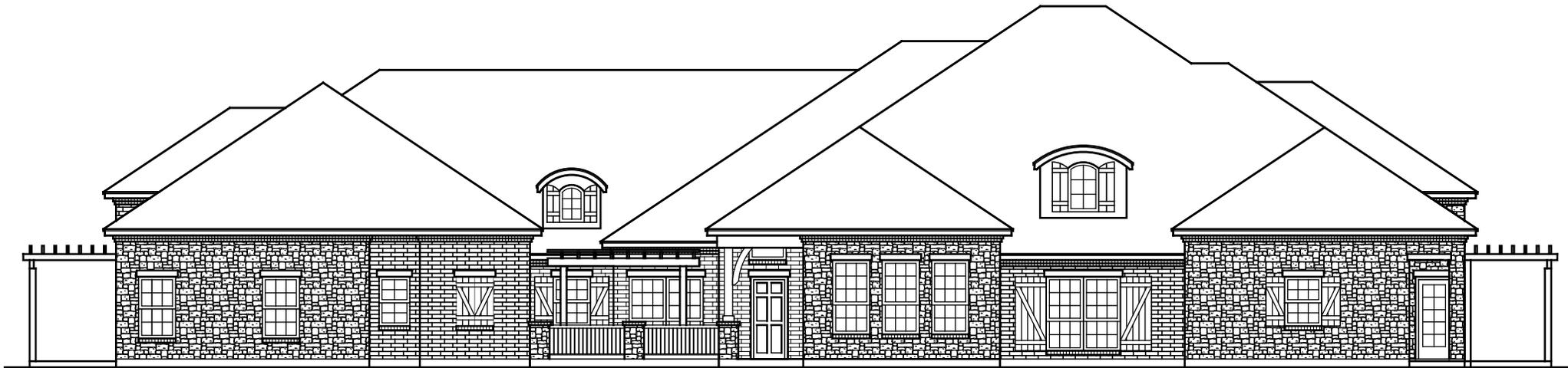
TH left side elevation - french



TH2 rear elevation - french



TH right side elevation - french



TH3 front elevation - french



TH3 rear elevation - french



TH left side elevation - french



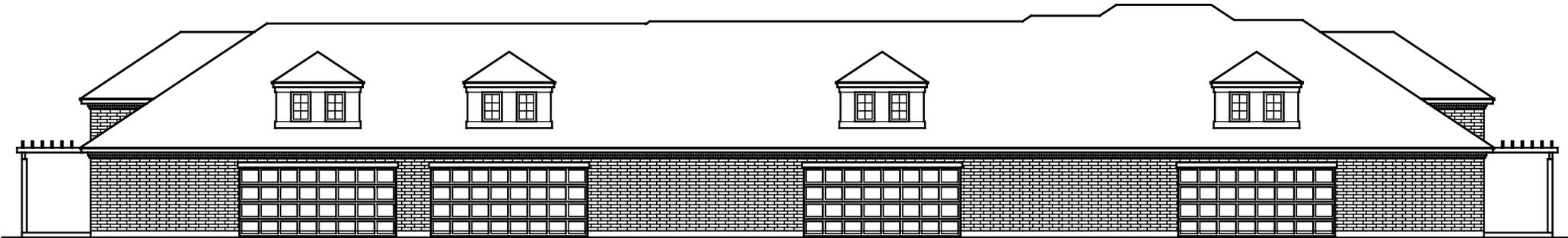
TH right side elevation - french



TH4 front elevation - french



TH left side elevation - french



TH4 rear elevation - french



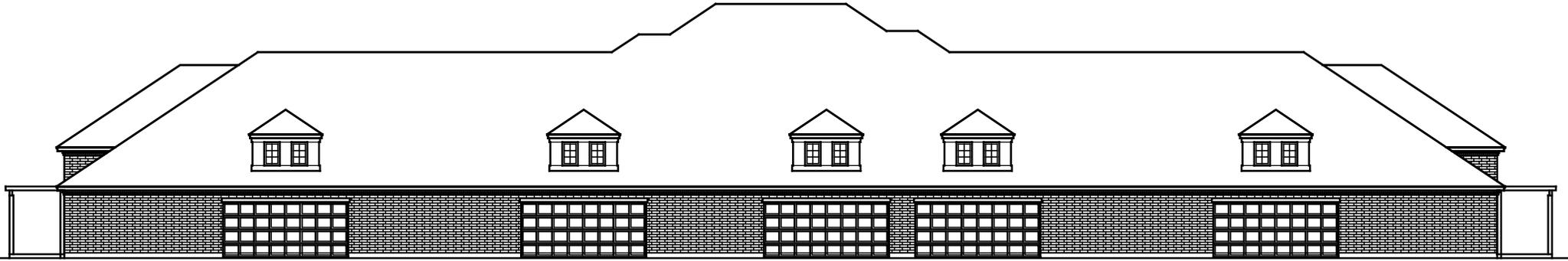
TH right side elevation - french



TH5 front elevation - french



TH left side elevation - french



TH5 rear elevation - french



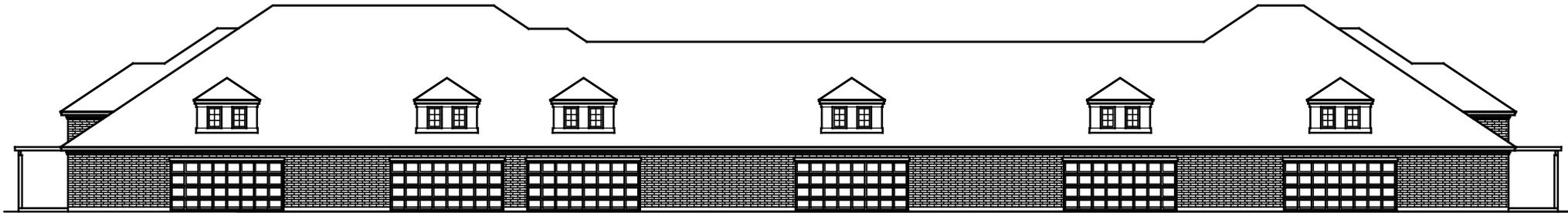
TH right side elevation - french



TH6 front elevation - french



plan i side elevation - french



TH6 rear elevation - french



TH left side elevation - french

FISHTRAP RD

SF-10

WINDSONG PKWY

POROSA LN

PEPPERVINE LN

AUTUMN SAGE DR

GREENBRIAR LN

MARIGOLD LN

REDSTEM DR

BRISTLELEAF LN

SF
PD-40

Z14-0017

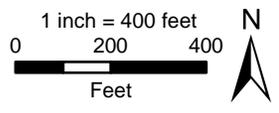
STEEL PKWY

C
PD-48

M
PD-40

CC
PD-48

A





TOWN MANAGER'S OFFICE

To: Mayor and Town Council
From: Harlan Jefferson, Town Manager
Re: Personnel Policies — January 13, 2015

Agenda Item:

Consider and act upon an ordinance amending Chapters 5, 6, and 7 of the Town of Prosper Personnel Policies and Procedures Manual relative to maximum vacation accrual, on-call pay and employee conduct.

Description of Agenda Item:

On December 16, 2008, the Town's Personnel Policies and Procedures Manual ("Manual") were approved by the Town Council. For the reasons stated below, several amendments to the Manual are being submitted for the Town Council's consideration.

Summary of Revisions:

During Town Attorney and committee review of the existing Manual, it was generally agreed that the Manual was (i) a burdensome and voluminous document that could be simplified without significant change to content; (ii) several of the policies were outdated or in need of text revisions either to comply with state or federal mandates; (iii) the text was simplified so that employees could fully and easily understand the policies and their intent; and (iv) certain amendments to the vacation leave accrual policy were necessary. Attached to this memorandum is a copy of the Town's current flex time policies for exempt and non-exempt employees. These policies generally are administered informally and have been successfully implemented over the years. No action is necessary on the flex time policies unless the Council wishes to formalize the current informally-administered flex time provisions into the Manual.

It was also felt that some of the proposed changes would boost employee morale, in addition to being a valuable personnel retention mechanism and recruitment tool for drawing in qualified, skilled and talented staff. Today's market for skilled and gifted employees is very aggressive, and these few changes to our Manual will benefit the Town by keeping it in a positive and competitive position.

Chapter 7: The most significant change is a rewriting of Chapter 7, "Employee Conduct," of the Manual (found in Section 7 of the proposed Ordinance). While the intent behind the provisions has not been changed (that is, to provide employees with a detailed listing of prohibited activities and an appeal process related to disciplinary actions that may be taken), the chapter has been significantly streamlined to delete redundancy and clarify the appeal procedures so that they are easily understood by employees. Further, the forms that were contained in the chapter as part of the chapter have been removed. The forms were sometimes confusing and occasionally were nothing more than a repeat of the policy statement. Additionally, several times in the recent past supervisors have tried to make a fact

situation "fit the form" and were having difficulty doing so. In one instance an employee was being disciplined for repeated performance issues; however, the current disciplinary form in the chapter refers to some type of misconduct, not a job performance deficiency. In another instance the form entitled "Disciplinary Action Notice" had a provision for an employee enrolling in and attending the Town's Employee Assistance Program and fully cooperating in counseling, leading some supervisors to believe that disciplinary action required enrollment in the Town's EAP or similar counseling program.

Other portions of Chapter 7 were rarely used and were unclear. For example, current Section 7.03 addresses, in part, internal investigations. It does not take into account criminal or law enforcement-related investigations (parts of which are governed by Chapter 614 of the Texas Government Code if they relate to complaints against certain law enforcement personnel) and presumes that all internal investigations will follow a similar course. For example, the Town Manager appoints an investigator and the investigator is given complete authority over the investigation and may, with approval, call in outside counsel. Additionally, the policy presumes an internal investigation taking priority over a criminal investigation ("matters that may involve a violation of criminal law may also result in a criminal investigation") where, in actuality, a criminal investigation would take precedence over an internal, civil investigation.

Two existing sections of Chapter 7—Section 7.10, "Retaliation," and Section 7.11, "Polygraph Examinations"—have been removed from the revised version and are covered in other existing portions of Chapter 7 or are simply a restatement of current state law. In both instances, they were redundant and are not included in revised Chapter 7.

Chapter 5: The maximum allowed vacation accruals have been amended in Section 5.02 of the Manual (found in Section 2 of the proposed Ordinance)—this is the number of earned vacation hours that may be carried over by an employee. The accrual numbers are as follows: for all regular full-time employees, 240 hours per calendar year; Fire Department shift employees, 360 hours per calendar year; and for part-time employees regularly scheduled to work 1,000 hours or more per year, 120 hours.

Chapter 6: The current policy on "on-call" time allows it for only two of the three divisions in Public Works, whereas all three divisions are subject to call-back and "on-call" duty and receive such compensation. This correction is found in Section 3 of the proposed Ordinance and makes on-call compensation the same for any Public Works Department and Park Maintenance employees.

It is anticipated that a comprehensive review of the Manual will be undertaken by an employee committee during 2015 and when completed, any amendments will be presented to the Town Council for review and consideration. Not unlike these amendments, the purpose of the review will be to streamline and bring the Manual into compliance with any applicable state and federal laws.

Legal Obligations and Review:

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

Attached Documents:

1. Alternate Work Schedule
2. Ordinance

Town Staff Recommendation:

Town staff recommends that the Town Council adopt the proposed amendments to the Town of Prosper Personnel Policies and Procedures Manual.

Recommended Motion:

I move to approve an ordinance amending Chapters 5, 6, and 7 of the Town of Prosper Personnel Policies and Procedures Manual relative to maximum vacation accrual, on-call pay and employee conduct.

Non-Exempt Employees/Alternate Work Schedule

Current Policy (Subsection I, “Non-Exempt Employees,” of Section 6.03, “Overtime, Compensatory Time, and Time Management,” of the Town of Prosper Personnel Policies and Procedures Manual):

I. Exempt Employees

C) Flex-time Work Schedule

In situations where overtime payment is not feasible due to budgetary constraints, the department director or supervisor must consider flexing the employee's work schedule in an effort to minimize the need for overtime compensation. Flexing must be completed within the same workweek or work cycle that the overtime was worked and must be accurately reflected on the affected employee's time card.

Exempt Employees/Alternate Work Schedule

Current Policy (Subsection II, “Exempt Employees,” of Section 6.03, “Overtime, Compensatory Time, and Time Management,” of the Town of Prosper Personnel Policies and Procedures Manual):

II. Exempt Employees

- A) Exempt employees are those who are not covered by the overtime requirements of the FLSA. Accordingly, exempt employees are not entitled to overtime compensation for work performed beyond forty (40) hours in a workweek. Exempt employees are expected to put in the hours necessary to complete their assignments with an acceptable level of quality in a timely manner.
- B) “Docking” an exempt employee's pay for a partial day's absence will be permitted only as Authorized by law and approved by the Town Manager.
- C) Absent accrued paid leave time, exempt employees need not be paid for any full day(s) or workweek(s) in which he or she performs no work.
- D) It is the policy of the Town of Prosper not to make deductions from an exempt employee's pay. Any exempt employee who believes he/she has been, or likely will be, subject to an improper pay deduction, must immediately notify the Town Manager. The Town will promptly reimburse an exempt employee for any improper deduction(s) and will make a good faith commitment to comply in the future.

Informal Processes Associated with Subsection II of Section 6.03 (Subsection II, “Exempt Employees,” of Section 6.03, “Overtime, Compensatory Time, and Time Management,” of the Town of Prosper Personnel Policies and Procedures Manual):

- E) Exempt employees are expected to work whatever hours are necessary to accomplish required duties, tasks, and responsibilities. This often requires in excess of eight (8) hours per day. To provide for employees to be more

productive and to successfully achieve a balance in their personal and professional lives, a flexible work schedule will be permitted. The ability to flex one's work schedule is dependent upon the employee's work load and the impact on the Town.

The exempt employee's flexible work schedule provisions are as follows:

- (1) When an exempt employee physically works in excess of eight (8) hours a day, he may use those excess hours to flex his work hours within the same pay period. Hours may not carry over from one pay period to the next.
- (2) No more than eight (8) consecutive hours shall be flexed in any given pay period.
- (3) If additional leave is needed within a pay period, the employee shall use his accrued leave.
- (4) Flex hours should not be recorded on time sheets, but must be authorized on a request for leave form with appropriate explanation of the leave.
- (5) Such flexible work schedule changes shall be authorized in advance by the appropriate department head or immediate supervisor.

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 15-__**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING CHAPTERS 5, 6 AND 7 OF THE TOWN OF PROSPER PERSONNEL POLICIES AND PROCEDURES MANUAL RELATIVE TO MAXIMUM VACATION ACCRUAL, ON-CALL PAY, AND EMPLOYEE CONDUCT, TO THE EXTENT REFERENCED HEREIN; AFFIRMING AND ADOPTING SAID POLICY AMENDMENTS AND THE CURRENT PERSONNEL POLICIES AND PROCEDURES MANUAL, AS HEREBY AMENDED; 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"), is required, pursuant to Section 4.06 of the Town Charter, as amended, to adopt personnel rules for the Town, after preparation of same by the Town Manager; and

WHEREAS, the Town Manager and Town staff have studied and recommended the adoption of certain amendments to the current Town of Prosper Personnel Policies and Procedures Manual; and

WHEREAS, the proposed amendments are for the betterment of the working conditions of Town employees and are generally consistent with other area local governments and their personnel policies; and

WHEREAS, the Town Council also hereby affirms and adopts the current Personnel Policies and Procedures Manual, subject to the following amendments, as mandated by Section 4.06 of the Town Charter.

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, Subpart A of Subsection II, "Maximum Accruals," of Section 5.02, "Vacation," of the Town of Prosper Personnel Policies and Procedures Manual is hereby amended to read as follows:

- "A) Except for Fire Department shift employees, the maximum allowed accrual carryover of vacation time is 240 hours per calendar year (January through December). The maximum carryover for Fire Department shift employees is 360 hours per calendar year (January through December). The maximum accrual carryover for part-time employees regularly scheduled to work 1,000 hours or more per year is one-half the maximum accrual rate of regular full-time employees (i.e., 120 hours). Any vacation hours exceeding the maximum rates shall be purged effective January 1 of each year."

SECTION 3

From and after the effective date of this Ordinance, Subpart A of Subsection III, "Compensation," of Section 6.04, "Response Time and On-Call Duty," of the Town of Prosper Personnel Policies and Procedures Manual is hereby amended by deleting the reference to "Public Works Department (Utilities/Water-Wastewater divisions)" in said Subpart and replace it with "Public Works Department and Parks Maintenance."

SECTION 4

From and after the effective date of this Ordinance, existing Chapter 7, "Employee Conduct," of the Town of Prosper Personnel Policies and Procedures Manual is hereby amended by repealing said Chapter in its entirety and replacing it with a new Chapter 7, "Employee Conduct," to read as follows:

"CHAPTER 7 EMPLOYEE CONDUCT

SECTION 7.01 EMPLOYEE CONDUCT AND WORK RULES/DISCIPLINARY ACTION

To ensure orderly and productive operations and provide the best possible work environment, the Town of Prosper requires employees to follow rules of conduct that will protect the interests and safety of the Town, its citizens, and employees.

I. Progressive Discipline

In general, the Town will use a progressive disciplinary system. The Town is not obligated to use all of the progressive disciplinary steps available to it, and may begin the disciplinary process at any level, up to and including immediate discharge, depending upon the severity of the conduct, the employee's work performance and prior disciplinary history, the employee's length of service, and any mitigating circumstances. Depending on the circumstances of each individual case, disciplinary action may consist of one or more of the following:

- Oral warning/employee consultation/verbal reprimand;
- Written reprimand;
- Disciplinary probation;
- Suspension without pay;
- Salary reduction or demotion; or
- Dismissal.

II. Documentation

All discipline, other than documented oral warning/employee consultation/verbal reprimand, must be sent to the Human Resources Department for placement in the employee's personnel file.

III. Supervisory Responsibility

- A) All employees with the responsibility and authority to supervise and direct employees under their control shall:

- administer policies and procedures within their scope of authority;
 - document their subordinates job performance, conduct, and behavior as appropriate;
 - conduct evaluations of subordinates in a timely manner; discipline their subordinates as appropriate;
 - address performance appeals submitted to them as provided by policy in a professional manner, in an attempt to resolve such issues at the lowest possible supervisory level.
- B) Prior to any disciplinary action being administered, the supervisor will conduct a thorough examination of the situation before deciding to take any disciplinary action and discuss proposed action with his/her department director.

IV. Documentation

All forms of discipline must be documented. All discipline, other than documented oral warning/employee consultation/verbal reprimand, must be sent to Human Resources for placement in the employee's personnel file.

When a Supervisor issues the Employee Consultation Form to document an oral warning/employee consultation/verbal reprimand, he must either forward it to Human Resources where it will be placed in the employee's personnel file or, alternatively, the supervisor can keep it in a confidential departmental file, to be referred to, if appropriate, in subsequent performance evaluations, disciplinary actions, or other personnel actions. If further discipline is taken against the employee subsequent to the documented oral warning/employee consultation/verbal reprimand for the same or similar conduct, then the supervisor must also send the documented oral warning/employee consultation/verbal reprimand to Human Resources where it will be placed in the employee's personnel file to show the Town's use of progressive discipline. All discipline (including documented oral warnings/employee consultations/verbal reprimands) and other personnel records must be preserved in accordance with Town policy.

V. Supervisory Responsibility

- A) All employees with the responsibility and authority to supervise and direct employees under their control shall administer policies and procedures within their scope of authority; document their subordinates' job performance, conduct, and behavior as appropriate; properly conduct evaluations of subordinates in a timely manner; discipline their subordinates as required under their departmental and/or Town policies and procedures as well as address performance appeals submitted to them as provided by policy in a professional manner, in an attempt to resolve such issues at the lowest possible supervisory level.
- B) Prior to any disciplinary action being administered, the supervisor will conduct a thorough examination of the situation before deciding to take any disciplinary action and discuss proposed action with his/her department director.

VI. Disciplinary Conference

A disciplinary conference will be scheduled prior to the imposition of a disciplinary suspension of one (1) day (or one (1) shift) or more, demotion or termination. The department director, affected employee, the Town Manager and anyone else deemed necessary by the department director typically attend the disciplinary conference. During the conference, the affected employee will be given an opportunity to present an explanation of the conduct leading up to the proposed disciplinary action. Employees will be given advance notice of the conference. Employees may, in the Town's sole discretion, be placed on administrative leave prior to, during, or after the disciplinary conference. The employee will be notified of the Town's determination following the conference.

VII. Appeal Rights

An employee who has received discipline in excess of an oral warning/employee consultation/verbal reprimand may request a Disciplinary Review Hearing in accordance with Disciplinary Review Hearing Policy. However, positions classified as director level and above are employed at the will and pleasure of the Town Manager and have no right of appeal for any type of disciplinary action, including termination. Those employees employed by a written contract, probationary, temporary, and seasonal employees likewise have no right of appeal for disciplinary action taken against them and are also exempted from the application of this policy.

VIII. Prohibited Activities

Disciplinary action will be imposed for violations of Town or departmental policies and procedures, codes of conduct, and rules and regulation, either written or verbal. In addition, acts which are not specifically addressed in policies and procedures, codes of conduct, and rules and regulation, yet may adversely affect the Town or put the health and safety of fellow employees, citizens, or other third parties at risk may also result in disciplinary action. It is impossible to list all the forms of behavior that are considered unacceptable in the workplace. The following work rules relating to personal conduct are intended to provide minimum guidelines for employee conduct and work performance, and to inform employees of prohibited conduct. Engaging in one or more of the following forms of prohibited conduct may result in disciplinary action up to and including termination:

A) Work Performance

- (1) Inefficiency or incompetence in the performance of duties.
- (2) Neglect or carelessness in the performance of duties
- (3) Careless, negligent or improper use of Town property or equipment.
- (4) Failure to satisfactorily meet performance standards for the position.
- (5) Failure to meet or maintain specified conditions of employment, such as failure to obtain or maintain a license or certificate required as a condition for performing a job.
- (6) Violation of Town or departmental policies, codes of conduct, rules and procedures.

B) Attendance and Punctuality

- (1) Improper use of leave privileges, including, but not limited to, excessive or unscheduled absenteeism, tardiness in reporting for work or returning from breaks and meal breaks, or absence without notice and/or approval.
- (2) Failure to promptly notify supervisor of absence.
- (3) Separate absences or days of tardiness which exceed the average absences or days of tardiness of the employee's work group and which lack sufficient justification.
- (4) Absence or tardiness that causes significant curtailment to disruption of services without sufficient justification.
- (5) Abandonment occurs when an employee deliberately and without authorization is absent from the job, or refuses a legitimate order to report to work, for three (3) consecutive work days. In such case, an employee is deemed to have abandoned his/her job and shall be terminated.
- (6) Any employee who is absent due to an extended illness or injury leave after all eligible leave has been exhausted, except when the employee's absence is covered by the Family and Medical Leave Act.
- (7) Excessive failure to remain at one's work station without notifying his supervisor, leaving work without permission, or taking excessive time or more time than allowed for eating or break periods.

C) Personal Conduct

- (1) Insubordination, failure or refusal to follow lawful orders, or other disrespectful or unprofessional conduct.
- (2) Failure to follow routine written or verbal instructions; arguing over assignments or instructions or an accumulation of other deficiencies indicating the employee's continuing failure to adequately perform in a productive, efficient, and competent manner.
- (3) Unnecessarily disrupting the work of other employees, or interfering with work schedules or another employee's ability to work.
- (4) Operating or conducting gambling on the job or on Town property.
- (5) Violating safety rules or practices which may endanger the employee or others or damages Town property or equipment.
- (6) Playing tricks or jokes or engaging in horseplay that adversely affects job performance or creates potential safety issues.
- (7) Engaging in personal business while on duty without authorization of his or her supervisor, including reading unauthorized material, playing games, watching television, movies or other forms of entertainment, internet shopping, accessing unauthorized or inappropriate websites, unauthorized email usage, or otherwise engaging in entertainment while on the job and/or in public view.
- (8) Misuse of Town telephones, computers, mail systems, etc.
- (9) Utilizing Town data or information systems for any reason other than Town business.
- (10) Unauthorized alterations, removal, destruction, or disclosure of Town records.
- (11) Failure to report damage to Town equipment or property of others.

- (12) Dishonesty, including misrepresentation during the hiring process, or any other falsifying action detrimental to the Town, Town employees, or others.
- (13) Failure to timely return to work upon conclusion of authorized leave or disciplinary suspension.
- (14) Falsely reporting illness or injury, or otherwise attempting to deceive any official of the Town as to a health or medical condition.
- (15) Sleeping on the job (except for Fire Department personnel who are governed by applicable Fire Department Rules and Regulations).
- (16) Indifference toward work, including inattention, loafing, carelessness, or negligence.
- (17) Violation of any local, state, or federal law.
- (18) Conviction of a felony or Class A or B misdemeanor, including reasonable belief by the Town that the employee has committed a crime under the Texas Penal Code, or repeated conviction of Class C misdemeanor charges.
- (19) Misusing or failing to use delegated authority in the performance of duties.
- (20) Engaging in any employment activity or enterprise which conflicts with, or potentially conflicts with, Town interest.
- (21) Acceptance of payment of any kind for activities related to Town employment.
- (22) Unauthorized use, possession, or removal of Town property, including aiding in, or encouraging the unauthorized use, possession, or removal of Town property, or other property not belonging to the employee.
- (23) Appropriating Town property, e.g., equipment, furniture, or construction materials which have been abandoned or discarded.
- (24) Conduct which results in waste or damage of a coworker's, the Town's, or a citizen's property.
- (25) Causing or contributing to an accident by operating equipment in an unsafe or unauthorized manner.
- (26) Willful damage to or defacing of public property or willful waste of public supplies, service, or equipment.
- (27) Using Town property or equipment without authorization.
- (28) Discourteous or irresponsible treatment of the public, other employees, or third parties.
- (29) Using abusive language.
- (30) Making derogatory racial, age, ethnic, or sexist remarks.
- (31) Fighting, provoking, or instigating a fight, or threatening violence, or any other disruption of the work area.
- (32) Coercion, intimidation, or threats against citizens, supervisors, co-workers, Town officials, or others.
- (33) Possession, distribution, sale, transfer, or use of alcohol, a controlled substance (as defined in the Texas Health and Safety Code) or illegal drugs in the workplace, while on duty, or while operating Town-owned equipment.
- (34) Working and/or operating Town-owned equipment under the influence of alcohol, a controlled substance (as defined in the Texas Health and Safety Code) or illegal drugs.
- (35) Discrimination or harassment on the basis of race, color, religion, sex, national origin, disability, age, or other protected classification.

- (36) Falsification of timekeeping or other records, including employment application.
- (37) Using an official position or office for economic gain or soliciting favors or gratuities for performing services required by the employee's position.
- (38) Unauthorized disclosure of confidential information.
- (39) Unauthorized use or possession of Town funds.
- (40) Employees may be disciplined, up to and including termination, for conduct which occurs during or outside regularly scheduled working hours, which, on becoming public knowledge, could impair the public's confidence or trust in the operation of Town government.
- (41) An employee shall maintain sufficient competence to properly perform his duties and to assume the responsibilities of his position. He shall direct and coordinate his efforts in a manner that will tend to establish and maintain the highest standards of efficiency in carrying out the functions and objectives of the Town. The fact that an employee was deemed competent at the time of employment shall not preclude a judgment of incompetence as a result of job performance deficiencies. Apart from or in addition to, other methods of proof of incompetence, such as failure to achieve and maintain acceptable job proficiency and to accept and execute duties, responsibilities, instructions and orders with minimum supervision, a written record of repeated disciplinary actions for infractions of policies, rules, regulations, manuals or directives, or repeated adverse counseling reports and/or evaluations reflecting a need for improvement or indicating performance inadequacies, will be considered prima facie evidence of incompetence.
- (42) No employee shall make known any information concerning the progress of an investigation, a known or reported law violation, a condition against which action is to be taken at a future time or any proposed law enforcement action to any person not authorized to receive it. No employee shall use information gained from any Town information system for anything other than official Town business.
- (43) An employee shall cooperate in an internal investigation in which he/she is the primary focus, or for which he/she is a witness or affected party.
- (44) Any criminal offense or immoral conduct, during or after working hours, which, on becoming public knowledge, could have an adverse effect on the Town or the confidence of the public in Town government. "Criminal offense" means any act constituting a violation of law and/or resulting in charges being filed, arrest or confinement.

IX. Felonies and Misdemeanors

Employees must immediately notify their supervisor and/or department director if they are arrested, charged, indicted, convicted, receive deferred adjudication, or plead nolo contendere to any misdemeanor or felony. Employees who do not drive as a part of their job duties with the Town are not required to report minor traffic violations.

X. Administrative Leave

During an investigation into alleged offenses or violations of Town policies, the Town may, in its sole discretion, place the employee on administrative leave. The leave may be with or without pay.

SECTION 7.02 DISCIPLINARY REVIEW HEARING

It is the policy of the Town of Prosper to give individual employees an opportunity for a hearing regarding disciplinary actions. Disciplinary review hearings are designed to be heard according to prescribed guidelines as set forth in the following procedures. The disciplinary review hearing process is designed to afford the employee a responsive forum; however, nothing in this policy shall be construed as a grant to any employee of a property right in tenured public employment. All employees are employed strictly on an at-will basis.

I. General Disciplinary Review Hearing Information

- A) An employee who has received discipline in excess of an oral warning/employee consultation/verbal reprimand may request an informal or formal disciplinary review hearing.
- B) Since it is important that disciplinary review hearings be resolved as rapidly as possible, time limits, as set out in the following paragraphs, shall be considered a maximum and every effort shall be made to expedite the process. In the event the last day of a time limit falls on a weekend or a Town holiday, the time limit shall include the next working day.
- C) All requests for disciplinary review hearings must be filed with the Human Resources Department. An employee shall choose whether he desires to pursue an informal or formal disciplinary review hearing process and shall indicate his or her choice on the form. All decisions rendered in response to disciplinary review hearings must be in writing to the employee.
- D) An employee who requests a disciplinary review hearing must inform the Human Resources Department in writing of his correct mailing address and telephone number. Failure to provide current mailing address and telephone information may result in administrative closure of the disciplinary review hearing.

II. Informal Hearing Process

- A) An employee who has received discipline in excess of an oral warning, employee consultation, and/or verbal reprimand may request an informal hearing.
- B) The employee must make the request for the informal hearing in writing within three (3) working days after receiving notification of an action taken. The written request must set forth the specific reasons why the employee feels the action is not justified.
- C) By requesting an informal hearing, the employee shall waive a formal hearing.
- D) Upon receipt of the request for an informal disciplinary review hearing, the Town Manager will assign a Hearing Officer. The appointed Hearing Officer will be a disinterested party.

- E) The informal hearing will consist of the employee, the department director and/or the supervisor who imposed the disciplinary action, the Hearing Officer. The employee and the department director and/or the supervisor who imposed the disciplinary action will each have the opportunity to address the hearing with information concerning the appeal.
- F) An informal hearing will be conducted within ten (10) working days of the employee's request for an informal hearing, unless an extension is agreed upon by the parties.
- G) Upon conclusion of the hearing, the Hearing Officer will make a decision and recommendation to the Town Manager within five (5) working days from the date of the hearing. The Town Manager will make a final determination within twenty (20) working days of receipt of the Hearing Officer's decision and recommendation. The Town Manager's decision is final and non-appealable.

III. Formal Hearing Process

- A) An employee who has received discipline in excess of an oral warning/employee consultation/verbal reprimand may request a formal hearing.
- B) The employee must make the request for the formal hearing in writing within three (3) working days after receiving notification of an action taken. The written request must set forth the specific reasons why the employee feels the action is not justified.
- C) Upon receipt of the request for a formal disciplinary review hearing, the Town Manager will assign a Hearing Officer. The appointed Hearing Officer will be a disinterested party.
- D) A formal hearing may include the presentation of evidence, witnesses, and justification of the action taken against the employee. The formal hearing will be heard by a Hearing Officer according to guidelines outlined in Subsection IV, below.
- E) A formal hearing will be conducted within ten (10) working days of the employee's request for a formal hearing, unless an extension is agreed upon by the parties.
- F) Upon conclusion of the hearing, the Hearing Officer will make a decision and recommendation to the Town Manager within five (5) working days from the date of the hearing. The Town Manger will make a final recommendation within twenty (20) working days of receipt of the Hearing Officer's decision and recommendation. The Town Manager's decision is final and non-appealable.

IV. Hearing Procedure for Formal Hearings

Any formal hearing shall proceed as follows: Town representative(s) shall be allowed to make a presentation of the Town's case, explaining and detailing the reasons for the disciplinary action imposed. Such presentation may include the production of witnesses and/or documentation supporting the disciplinary action imposed. After the Town's

presentation, the employee shall be permitted to ask questions and/or cross examine witnesses. Thereafter, the affected employee shall be permitted to make any statements or produce witnesses and/or documentation on the employee's behalf. After the employee's presentation, the Town representative shall be permitted to ask questions and/or cross-examine witnesses. Both sides shall be permitted to ask questions and/or cross examine witnesses. Both sides shall be permitted to make a closing statement, if desired. At any time during the hearing, the Hearing Officer may ask questions of the Town's representative(s), the employee and any witnesses. The hearing presentation or procedure referenced herein may be modified and there is no absolute right to any hearing procedure or presentation. Further, the failure to follow any hearing presentation or procedure referenced herein does not create any additional appeal rights.

SECTION 7.03 POLITICAL ACTIVITIES

Town of Prosper employees will not be appointed or retained on the basis of their political support or activities. Town employees are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies.

Town employees may not:

- Engage in political activities relating to a campaign for elective office while in uniform or on active duty.
- Publicly endorse or campaign in any manner for any person seeking a Town public office.
- Use his position or office in any advertisement or endorsement of products, persons, or activities, without exclusive authorization by the Town Council to coerce political support from employees or citizens.

Employees who become a candidate or otherwise decide to seek or assume a Town office must immediately resign their employment.

Employees appointed to Town offices shall be required to resign their employment upon acceptance of the office.

CHAPTER 7.04 ATTENDANCE AND WORK HOURS

I. Regular Work Hours

Non-exempt employees of the Town, except for Fire Department and Police Department shift personnel, normally work forty (40) hours in a seven (7) day work week. Exempt employees may be required to work in excess of forty (40) hours. The work week begins on Saturday and ends on Friday. The regular work day normally begins at 8:00 a.m. and ends at 5:00 p.m.

II. Adjustment to Work Hours

In order to assure the continuity of Town services, it may be necessary for department directors to establish other operation hours for their departments. Work hours and work shifts must be arranged to provide continuous service to the public. Employees are expected to cooperate when asked to work overtime or a different schedule. Acceptance of work with the Town includes the employee's acknowledgement that changing shifts or

work schedules may be required, and includes that he/she will be available to do such work.

III. Meal Periods

- A) Every effort will be made to ensure that all full-time employees receive a daily meal break during each shift. There may be instances, however, when an employee may not receive a scheduled meal break due to scheduling and/or the nature of the work.
- B) Full-time employees (excluding Fire Department and Police Department shift personnel) are normally provided a one-hour unpaid meal break near the middle of the work day. Meal periods may be staggered by the department director in order to minimize departmental interruption. Supervisors will provide employees with the starting and ending times for their specific meal periods. Employees will be relieved from work responsibilities during unpaid meal breaks. Employees may not extend meal breaks beyond their assigned period, without prior supervisor approval.

IV. Rest Breaks

- A) Full-time employees may, depending on individual department work schedules and the discretion of their supervisor, take up to two (2) fifteen (15) minute, paid breaks each day, one during the first part of the work day and the other during the latter part of the work day.
- B) Rest breaks shall be considered a privilege and not a right and shall never interfere with proper performance of an employee's work responsibilities and department work schedules.
- C) Rest breaks must be taken at, near, or in route to or from work sites within the fifteen-minute limits or as outlined in departmental policies. Employees whose work sites and or work schedules do not permit opportunities to obtain food or beverages should plan ahead and take provisions with them to the work sites.

V. Attendance Records

Employees are expected to be at their work stations and ready to work at their scheduled start time. Non-exempt employees are required to record the number of hours worked each day, as well as the time they arrived at work, the time they left for and returned from lunch, and the time(s) they left for and returned from any unpaid break during the work day.

VI. Attendance and Punctuality

To maintain a safe and productive work environment, the Town expects employees to be reliable and punctual in reporting to work. Absenteeism and tardiness are disruptive and place a burden on the Town and on co-workers. Either may lead to disciplinary action, up to and including termination of employment. The employee must disclose to his/her supervisor the reason for the absence or tardiness and the date and time of his/her anticipated arrival or return. For absences of a day or more, the employee must

personally notify his/her supervisor on each day of his/her absence unless the supervisor expressly waives this requirement.

In most instances, an employee who fails to properly notify his/her supervisor in advance of an absence or when he or she will be tardy will be subject to disciplinary action up to and including termination of employment. An employee who fails to notify the Town of an absence and is absent for a period of one (1) working day or shift may be presumed to have voluntarily resigned his/her employment.

VII. Proof of Need for Absence

In the case of absenteeism, if the supervisor has reason to suspect abuse, he or she may require the employee to present satisfactory proof of the need for the employee's absence.

SECTION 7.05 SEXUAL AND OTHER UNLAWFUL HARASSMENT

The Town of Prosper is an equal opportunity employer. Employment discrimination on the basis of race, religion, color, sex, national origin, age, disability, marital status, veteran status, citizenship, or any other characteristic protected by law, is prohibited. All Town employees are entitled to a workplace free of unlawful harassment by management, supervisors, co-workers, citizens, and vendors. Town employees are also prohibited from harassing other employees, citizens, vendors, and all other third parties.

I. Sexual Harassment

- A) One form of unlawful discrimination is sexual harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or
 - Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
 - Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.
- B) Sexual harassment may include a range of subtle behaviors and may involve individuals of the same or different gender. Conduct prohibited by this policy includes, but is not limited to sexual advances; requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, sexual preference, or sexual deficiencies; leering, whistling, or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

II. Other Prohibited Harassment

In addition to the Town's prohibition against sexual harassment, harassment on the basis of any other legally protected characteristic is also strictly prohibited. This means that verbal or physical conduct that singles out, denigrates, or shows hostility or aversion

toward someone because of race, religion, color, national origin, age, disability, veteran status, citizenship, or any other characteristic protected by law is also prohibited. Prohibited conduct includes, but is not limited to, epithets, slurs, and negative stereotyping; threatening, intimidating, or hostile conduct; denigrating jokes and comments; and writings or pictures that single out denigrate or show hostility or aversion toward someone on the basis of a protected characteristic. Conduct, comments, or innuendoes that may be perceived by others as offensive are wholly inappropriate and are strictly prohibited. This policy also prohibits sending, showing, sharing, or distributing in any form, inappropriate jokes, pictures, comics, stories, etc., including but not limited to via facsimile, email, and/or the internet. Harassment of any nature, when based on race, religion, color, sex, national origin, age, or disability, will not be tolerated.

III. Mandatory Reporting

A) The Town requires that employees report all incidents of harassment, regardless of the offender's identity or position. Any employee who observes or otherwise learns of possible harassment in the workplace, or who feels that he or she has been subjected to conduct prohibited by this policy, must report it immediately to his or her supervisor, Human Resources, department director, or the Town Manager.

B) Any supervisor, manager, or department director who becomes aware of possible conduct prohibited by this policy must immediately advise his/her department director, Human Resources, and/or the Town Manager.

C) Under this policy, an employee may report to and/or contact the Town Manager, without regard to the employee's normal chain of command:

Town Manager
 121 W. Broadway Street (Town Hall)
 Prosper, TX 75078
 972-569-1010
 Voice messages or emails may be left at any time.

D) In addition, the Town encourages employees who believe they are being subjected to conduct prohibited by this policy and who feel comfortable doing so, to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. This action may resolve the problem.

E) An employee who reports a potential violation of this policy and who feels his/her report was not adequately or timely addressed, must then put his/her report in writing and submit it to the Town Manager.

IV. Investigation

All reports of prohibited conduct will be investigated promptly by management in as confidential manner, as possible. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have other relevant knowledge. All employees are required to cooperate with the investigation.

V. Retaliation Prohibited

Retaliation against employees who make a good faith charge or report of prohibited conduct or who assist in a complaint investigation is prohibited. Acts of retaliation must be reported immediately as set out above.

VI. Responsive Action

Misconduct constituting harassment or retaliation will be dealt with appropriately. Discipline, up to and including dismissal will be imposed upon any employee who is found to have engaged in conduct prohibited by this policy. Likewise, disciplinary action will be imposed in situations where claims of prohibited conduct were fabricated or exaggerated.

SECTION 7.06 TOBACCO USE

The Town of Prosper desires to provide a safe and healthy work environment for citizens, customers, and employees.

I. Prohibited Tobacco Use

- A) The use of tobacco products (including smokeless) is prohibited in any Town-owned or municipal building.
- B) The use of tobacco products (including smokeless) is prohibited while operating and/or being a passenger in Town-owned or leased vehicles and/or equipment.
- C) No employee shall use tobacco products (including smokeless) while making public contact.
- D) Except as permitted in Section II, below, no employee shall use tobacco products (including smokeless) while on the clock.

II. Permitted Tobacco Use

Employees may use tobacco products outdoors in designated areas during their normal rest or meal periods.

SECTION 7.07 TOWN PROPERTY/EQUIPMENT USE

The Town of Prosper attempts to provide employees with adequate tools, equipment, vehicles, and facilities for the Town job being performed, and the Town requires all employees to observe safe work practices and lawful, courteous operation of vehicles and equipment. Any Town-provided safety equipment must be used at all times.

I. Town-issued Property/Equipment

From time to time, the Town may issue various equipment or other property to employees, e.g., credit cards, keys, tools, security passes, manuals, written materials, telephone cards, uniforms, mobile telephones, computers, and computer-related equipment. Employees are responsible for items formally issued to them by the Town,

as well as for items otherwise in their possession or control or used by them in the performance of their duties. At the time of issuance, employees may be required to sign certain forms or other documentation evidencing their receipt of property and/or equipment and authorizing a payroll deduction for the cost of lost, damaged, or unreturned items. In addition to payroll deductions, the Town may take any other action it deems appropriate or necessary to recover and/or protect its property.

II. Damage to Town Property/Equipment

Employees must notify their supervisor immediately if any vehicle, equipment, machine, tool, etc., appears to be damaged or defective, or is in need of repair. The appropriate supervisor can answer questions about an employee's responsibility for maintenance and care of equipment used on the job. The improper, careless, negligent, destructive, or unsafe use or operation of equipment may result in disciplinary action, up to and including termination of employment.

III. Personal Use Prohibited

Town property, materials, supplies, tools, equipment or vehicles may not be removed from the premises or used for personal business without prior written approval by the Town Manager, or the department director.

IV. Vehicle Allowance

An employee may be given a monthly allowance for consistently using such employee's own vehicle for Town business if the use is deemed necessary by the Town Manager. The amount of the allowance shall be determined by the Town Manager.

V. Take-Home Vehicles

- A) An employee may be authorized to take Town vehicles to his or her residence when the employee is an "on-call" employee who has a job-related need for the vehicle after normal working hours.
- B) Employees authorized to take a Town vehicle to his or her residence during off-duty hours must complete and sign an Authorization for Take-Home Vehicle Form. The form must be completed, signed by the employee, and approved by the designated supervisor and department director. The authorization for a take-home vehicle may be approved by the department director when the employee resides in the corporate limits of the Town of Prosper. If the employee does not reside in the corporate Town limits of the Town of Prosper, the authorization must be approved by the Town Manager.
- C) Employees authorized to take vehicles home are authorized to make reasonable, brief, and limited stops before or after assigned work shifts while traveling to and from work to conduct personal errands, such as obtaining a limited number of grocery items, picking up cleaning, making a bank transaction, and the like. On-call employees, who are allowed to come and go freely but must respond to a return-to-work notification by pager, radio, cell phone, or telephone, may use "take-home" vehicles for personal business if such use is required to meet response times outlined in department or division policies. Under no

circumstances shall family numbers or friends be transported in the take-home vehicles unless specifically authorized under the provisions of this policy.

- D) The Town's vehicles are classified as either "exempt" or "non-exempt" as prescribed by law. Employees to whom a "non-exempt" vehicle is assigned for take-home will likely incur a federal income tax liability for the fringe benefit of commuting to and from work. Most pickups, vans, and automobiles are classified as "non-exempt" vehicles. Police and fire vehicles used by on-call employees, 24-hours are normally exempt from the fringe benefit tax liability.
- E) The approval for a take-home vehicle shall be made for the purpose of assuring the performance of Town business, and such authorization or use shall not constitute or be considered a vested employment benefit or right of the employee. Such authorization or use may be denied, revoked, or suspended at any time for any reason or for no reason.

VI. Use of Town Vehicles

- A) Town owned or leased vehicles may only be used for official Town business. Town owned or leased vehicles may only be driven by authorized Town employees. If an employee drives a Town-owned, rented, or leased vehicle on the job or while carrying out Town-related business, the employee must comply with the Vehicle Operator Standards as described in the Town of Prosper Health and Safety Program, and the following rules:
 - (1) Drivers must have a valid State of Texas driver's license appropriate for the vehicle operated, must maintain a satisfactory driving record, and must inform their supervisor of any change in status.
 - (2) No passengers other than Town employees or others on Town business may ride in a Town vehicle unless otherwise approved in advance by the department director.
 - (3) No personal use of Town-provided vehicles is allowed without the prior, specific approval of the department director.
 - (4) All maintenance and use records for Town vehicles must be completed as directed by the employee's supervisor, department directives or the Town of Prosper Health and Safety Program.
 - (5) Report any broken, missing, or worn parts, tires, etc., or any needed maintenance of Town vehicles to the appropriate supervisor immediately.
 - (6) Drivers covered by Department of Transportation regulations must comply with them at all times.
 - (7) At no time may an employee under the influence of alcohol or illegal drugs drive a Town vehicle or a personal vehicle while conducting Town business.

- (8) Employees involved in an accident while operating a Town vehicle, or while operating a personal vehicle on Town business, must immediately notify the proper law enforcement agency (if applicable) and the appropriate supervisor, department director, and/or the Town Manager. Accident Reports, along with any law enforcement report, must be filed by the employee with the department director and the Town Manager.

The above is not a complete and exhaustive list of vehicle use policies. Violations of any of the specific items listed, as well as the improper, careless, negligent, destructive, or unsafe use or operation of a vehicle, may result in disciplinary action, up to and including termination of employment.

- B) The Town may, at any time, check the driving record of a Town employee who drives as part of his/her job duties to determine that he/she maintains the necessary qualifications as a Town driver. Employees agree that they will cooperate in giving the Town whatever authorization is required for this purpose.
- C) Employees who are in jobs that require the driving/operating of Town vehicles or motorized equipment must notify their supervisor, department director, or the Town Manager by the end of the department's next working day when:
- (1) They are arrested and charged with DWI, DUID, or any other serious moving violation;
 - (2) They have their driver's license suspended, cancelled, or revoked;
 - (3) Their license expires without immediate renewal; or
 - (4) An Occupation Driver's License or similar license has been issued to them.

Failure to report such information by the end of the next working day shall result in disciplinary action up to and including termination, unless there are extenuating circumstances.

- D) Employees who are in jobs that require the driving/operating of Town vehicles or motorized equipment who are convicted of a DWI or DUI will be terminated, although the Town may also take disciplinary action prior to conviction. Determination for removal of driving privileges and/or disciplinary action while waiting for adjudication shall be made by the department director in concurrence with the Town Manager on a case-by-case basis.

SECTION 7.08 DRESS, APPEARANCE, IDENTIFICATION, AND UNIFORMS

Employees must, at all times, dress appropriately and professionally and present a clean and neat appearance while at work and while representing the Town or conducting Town business. The Town allows business casual dress in the work place year-round, in accordance with this policy. Department directors are strongly encouraged to allow their employees to participate in business casual dress, as practical. Department directors and supervisors are responsible for enforcing this policy in their respective departments in order to maintain acceptable dress and appearance.

Professional business attire or a required uniform is to be worn when there is a need to present a more formal professional appearance for meetings or special events. Suits, dress shirts, and ties for men and suits or dresses for women are proper attire for personnel scheduled for agenda presentations (i.e. Town Council meetings, receptions, etc.). Employees must remember that they are professionals one hundred percent (100%) of the time and are dressing for business, not for pleasure. Attire must always reflect a professional business attitude and presence. Police and Fire Department employees may be covered under departmental policies regarding appropriate dress and appearance.

I. Standards for Work Attire

- A) All employees are expected to comply with safety regulations – e.g., types of shoes, shirtsleeve length, etc. – as directed by departmental and industry safety standards.
- B) All office and public contact employees are expected to be appropriately dressed and well groomed in order to reflect a professional businesslike atmosphere.
- C) Clothing should be clean, comfortable, and attractive, but not distracting. Clothing having pictures, designs, words, and/or advertising not conducive to a professional image, see-through, and/or otherwise sexually provocative clothing are prohibited for all employees.
- D) The following are inappropriate:
 - Provocative or revealing attire including body-hugging, see-through, or excessively tight fabrics;
 - Bare shoulders or tank tops with shoulder straps less than one inch (1”) wide;
 - Thong sandals (“flip-flop” shoes);
 - Clothing with unclear or obscene messages or that endorses alcohol, tobacco products, drugs, pornography, or offensive material of any kind;
 - Wrinkled, ripped, and tattered clothing;
 - Visible tattoos which could be deemed offensive;
 - Nose rings/studs, eyebrow rings/studs; tongue studs or similar type facial jewelry; and
 - Jeans, sweat shirts, sweat pants, athletic shoes, or shorts of any type are not acceptable unless a special casual wear or festive occasion is declared by the Town Manager, or as specifically approved by the appropriate department director as work assignments dictate.

II. Hair

Hairstyles and hair colors must be appropriate to the employee’s position and extremes of any type are unacceptable. For example, green hair, Mohawk style haircuts, and severely spiked hair are not allowed. Hair, including facial hair, must be clean and neatly groomed at all times. Sideburns may not extend below the ear lobe.

III. Identification Cards

- A) As part of the employment process, all regular full-time and part-time employees will be issued an identification card. The identification card must be kept within reasonable access while employed by the Town for verification of employment. It is the responsibility of the employee to ensure that current information is reflected on his/her identification card.
- B) Lost, stolen, or mutilated cards must be reported to the Human Resources Department. Police and Fire personnel must report lost, stolen, or mutilated cards as stated in department operating procedures. Employees needing to acquire a replacement card and/or correct or updated information on their identification card should contact the Human Resources Department.
- C) Upon separation from employment the card must be relinquished to the Human Resources Department prior to receiving a final paycheck.

IV. Uniforms

- A) The Town supplies many employees with appropriate uniforms. Employees in jobs that require a uniform will be told how and where the uniforms can be obtained. The Town will provide replacement uniforms, as necessary. Uniforms must be clean and neat. Town-owned or authorized uniforms may not be used outside of work, for personal use, or by any third party. Town uniforms may be used by Town employees in connection with outside employment only with the department director's prior written authorization.
- B) Employees who are provided with uniforms are required to wear their uniforms when on duty and keep them in good, clean, and serviceable condition. No part of the uniform shall be worn by itself. An employee must wear the entire uniform when on duty. No part of the uniform shall be worn when off duty, except to and from work.
- C) When an employee terminates employment with the Town, uniforms and other Town equipment, which the employee possesses, must be returned in good condition before final pay will be authorized. The cost of lost or damaged Town property and unreturned uniforms will be deducted from the employee's final paycheck.

V. Enforcement

- A) In all cases, the Town will make the determination as to acceptable dress, appearance and grooming. Employees should direct questions about appropriate appearance or dress to their supervisor, Department Director, or the Town Manager.
- B) Employees in violation of this policy may be sent home. In such circumstances, non-exempt employees will not be paid for work time missed, and exempt employees will be required to make up the work time missed. Employees whose grooming or personal appearance violates this policy may be disciplined, up to and including termination of employment."

SECTION 5

The Town Council hereby affirms and adopts said policy amendments referenced above and further, hereby affirms and adopts the current Town of Prosper Personnel Policies and Procedures Manual, with the amendments referenced above.

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, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 7

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 8

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 ___ DAY OF JANUARY, 2015.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



FINANCE

To: Mayor and Town Council

From: Kent R. Austin, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

Agenda Item:

Consider and act upon an ordinance amending the FY 2013-2014 and FY 2014-2015 budgets.

Description of Agenda Item:

The proposed ordinance has four parts:

1. Roll forward open purchase order balances from FY 2013-2014 and amend Fire Department budget (Exhibits A-1 and A-2).

The Town of Prosper began using purchase orders to encumber funds in FY 2013-2014. As of September 30, 2014, some purchase orders had open balances. Making these balances available in FY 2014-2015 requires an amendment to the new budget (increasing the relevant line item accounts) and the prior year budget (reducing the relevant line item accounts). Rolling encumbrances forward simply shifts budget authority from one year to the other. Capital projects encumbrances are excluded because Capital Projects Fund monies are multi-year appropriations.

The total amount of General Fund encumbrances to be brought forward is \$174,208.01; for all funds, the total is \$271,014.36. A list of the specific purchase orders is included as Exhibit A-1 to the ordinance. These amounts are offset by matching reductions in the prior year (FY 2013-2014) budget, shown in Exhibit B.

One non-encumbrance item is included with the General Fund budget amendment items: \$61,430 is proposed for the Fire Department budget to pay for replacement of the fire station's roof. A hail storm in April 2011 damaged the fire station's roof, and since then its condition has worsened. The increase to the Fire Department's "Building Repairs" account would reduce the General Fund's fund balance by \$61,430. This amount is displayed in the Fire Department line of Exhibit A-2.

2. Amend final department balances for FY 2013-2014 (Exhibit B).

The proposed ordinance would also make final changes to the FY 2013-2014 budgets of the Administration, Court, Inspections, Water, and Utility Billing Departments. The Administration Department incurred expenses on behalf of the Town for installation of the Town Hall Annex modular building, Masterplan contract, and legal fees. The Municipal Court began using an outside prosecutor midyear, which was not included in the original adopted budget. The Inspections Department has a remaining budget balance that can be reallocated to reimburse the Administration and Court Department budgets. These movements are zero-sum and do not

impact the General Fund bottom line. During FY 2015, the General Fund gained \$518,945 in revenues over expenses:

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenue	11,761,317	12,848,530	1,087,213
Expenses*	13,255,755	12,330,085	925,670
Gain/(Loss)	<u>(1,494,438)</u>	<u>518,445</u>	<u>2,012,883</u>

*Includes \$800,000 transfer from fund balance to the VERF.

In the Water/Sewer Fund, the Utility Billing Department incurred increased costs of trash collection due to growth. The proposed ordinance would transfer \$113,000 in budget authority from the Water Department to the Utility Billing Department. On a positive note, sanitation actual revenue exceeded budget by nearly as much (\$100,646).

	<u>FY 2014 Budget</u>	<u>FY 2014 Actual</u>	<u>Variance</u>
Sanitation Revenue	800,000	900,646	100,646
Trash Collection Expense	718,000	829,982	(111,982)
Gain/(Loss)	<u>82,000</u>	<u>70,664</u>	<u>(11,336)</u>

3. Amend the Special Revenue Fund budget to correct an oversight in the FY 2014-2015 budget (Exhibit C).

The FY 2014-2015 budget contains a \$20,000 transfer line item in the General Fund Non-Departmental Department, which was intended for the annual Christmas Festival in the Special Revenue Fund. Due to administrative oversight, the Christmas Festival expenditure budget side of this transfer was not recorded. Correcting this situation will increase the Christmas Festival budget from \$10,000 to \$30,000.

4. Amend the Thoroughfare Impact Fee Fund budget to fund \$68,000 CIP amendment (Exhibit D).

The Engineering Department is moving forward on the SH 289 Median Landscaping project. The amendment will accommodate the design and installation of the additional irrigation necessary for the grass areas. The CIP amendment would in turn be funded by a \$68,000 amendment to the Thoroughfare Impact Fee Fund budget. The fund has a projected fund balance of \$2,639,000.

5. Amend Capital Project Fund budget by \$75,000 to complete funding of Patin Property land acquisition (Exhibit E).

On August 26, 2014, the Town Council approved purchase of the Patin property. This purchase is included in the CIP budget for \$1,050,000 as "Cockrell Park—Land Acquisition." Funding is provided by three sources: \$400,000 from prior issued bond proceeds; \$125,000 from Park Dedication and Improvement Fund; and \$475,000 from Collin County Parks & Open Space Project Funding Assistance Program. The Town had requested \$550,000 from the Collin County Funding Assistance Program. The budget amendment would provide the final \$75,000 and would be funded by a transfer from fund balance in the General Fund. As noted in item 1, the estimated fund balance in the General Fund as of 9/30/2014 was \$7,601,390.

Attached to this staff report is a set of responses to questions raised about the budget amendment at the December 9, 2014, Town Council meeting.

Budget Impact:

The proposed ordinance would increase budgeted expenditures in FY 2014-2015 by \$271,014.36 for encumbrances and \$61,430 for the fire station roof repair, as shown in Exhibits A-1 and A-2 to the ordinance. Exhibit B displays the FY 2013-2014 encumbrance reduction of \$271,014.36 and reallocation of department budget amounts to the Administration and Court Departments from the Inspections Department in the General Fund, and from the Water Department to the Utility Billing Department in the Water/Sewer Fund. Exhibit C displays the FY 2014-2015 budget increase for the Christmas Festival in the Special Revenue Fund. Exhibit D displays the FY 2014-2015 budget increase for the Preston Road median irrigation projection in the Thoroughfare Impact Fee Fund. Finally, Exhibit E displays the FY 2014-2015 budget increase in the Capital Projects Fund to purchase the Patin property, funded by a \$75,000 transfer from the General Fund.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance
2. Responses to Questions from 12/9/2014 meeting

Town Staff Recommendation:

Town staff recommends approval of the ordinance amending the FY 2013-2014 and FY 2014-2015 budgets.

Proposed Motion:

I move to approve the ordinance amending the FY 2013-2014 and FY 2014-2015 budgets.

TOWN OF PROSPER, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING ORDINANCE NO. 14-67 (FY 2014-2015 BUDGET) TO BRING FORWARD ENCUMBRANCES FROM FY 2013-2014; AMENDING ORDINANCE 13-55 (FY 2013-2014 BUDGET) TO MODIFY THE FY 2013-2014 BUDGET TO ADJUST FINAL DEPARTMENTAL BALANCES AND REDUCE FOR ENCUMBRANCES CARRIED FORWARD; AMENDING THE FY 2014-2015 SPECIAL REVENUE FUND BUDGET; AMENDING THE FY 2014-2015 THOROUGHFARE IMPACT FEE FUND BUDGET; AMENDING THE FY 2014-2015 CAPITAL PROJECTS FUND AND GENERAL FUND; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Prosper, Texas ("Town Council"), has investigated and determined that it will be beneficial and advantageous to the residents of the Town of Prosper, Texas ("Prosper") to amend Ordinance No. 14-67 (FY 2014-2015 Budget) and Ordinance No. 13-55 (FY 2013-2014 Budget); and

WHEREAS, the changes will result in budgeted funds being reallocated among different departments.

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

SECTION 1

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

SECTION 2

Amendment to Ordinance No. 14-67 (FY 2014-2015 Budget). Ordinance No. 14-67 (FY 2014-2015 Budget) is hereby amended to allow for increases to appropriations as shown in Exhibits "A-1" and "A-2," attached hereto and incorporated herein.

SECTION 3

Amendment to Ordinance No. 13-55 (FY 2013-2014 Budget). Ordinance No. 13-55 (FY 2013-2014 Budget) is hereby amended to reallocate amounts among the Administration, Court, Inspections, Water, and Utility Billing Departments budgets and to adjust for encumbrances carried forward, as shown in Exhibit "B," attached hereto and incorporated herein.

SECTION 4

Amendment to Ordinance No. 14-67 (FY 2014-2015 Budget). Ordinance No. 14-67 (FY 2014-2015 Budget) is hereby amended to allow for increases to appropriations as shown in Exhibit "C," attached hereto and incorporated herein.

SECTION 5

Amendment to Ordinance No. 14-67 (FY 2014-2015 Budget). Ordinance No. 14-67 (FY 2014-2015 Budget) is hereby amended to allow for increases to appropriations as shown in Exhibit "D," attached hereto and incorporated herein.

SECTION 6

Amendment to Ordinance No. 14-67 (FY 2014-2015 Budget). Ordinance No. 14-67 (FY 2014-2015 Budget) is hereby amended to allow for increases to appropriations as shown in Exhibit "E," attached hereto and incorporated herein.

SECTION 7

Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but 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 8

Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, 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 9

Effective Date. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 13TH DAY OF JANUARY, 2015.

TOWN OF PROSPER, TEXAS

Ray Smith, Mayor

ATTESTED:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT "A-1"				
TOWN OF PROSPER, TEXAS				
FY 2014-2015 BUDGET AMENDMENT: ROLL OPEN PURCHASE ORDERS FORWARD				
01/13/2015				
<u>Account No.</u>	<u>PO</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
10-5340-30-00 (Building Repairs)	14166	LEBCO Industries, Inc.	Outstanding Order: Fire Station replacement furniture	5,277.45
10-5440-30-00 (EMS)	14079	Centennial Medical Center	Outstanding Invoice: 2014 3rd Quarter Invoice Medical Control Services	4,250.00
			Total Fire	9,527.45
10-5210-45-00 (Supplies)	14184	Staples	Outstanding Invoice: Projector and Office Supplies	1,200.00
			Total Library	1,200.00
10-5320-60-01 (Repairs and Maint)	14096	Superscapes Landscape & Lawn	Outstanding Invoice: September Landscape Services	2,500.00
	14112	Interspec LLC	Outstanding Order Central Irrigation Control System	22,680.00
10-5410-60-01 (Professional Services)	14064	Dunaway Associates, LP	Active PSA: Parks, Recreation and Open Space Master Plan	43,732.16
	14158	Williams Design Group	Completed PSA: Richland Blvd. Median Landscaping Project (Reimbursables line only)	300.00
	14177	Dunaway Associates, LP	Active PSA: Frontier Park North & Sexton Park Conceptual Master Plan Projects	33,150.00
10-5418-60-01 (IT Fees)	14173	NCC Technologies	Outstanding Order: Phone	500.00
10-5600-60-01 (Special Events)	14181	Speak EZ Printing	Outstanding Order: Apparel	1,985.40
			Total Parks and Recreation	104,847.56
10-5418-80-00 (IT Fees)	14170	CRW Systems	Active Project: e-TRAKiT Payments & Credit Card Reader Interface for CRW System	5,000.00
			Total Inspections	5,000.00
10-5410-90-00 (Professional Services)	14108	Freese & Nichols	Active PSA: Subdivision Ordinance	33,633.00
10-5430-90-00 (Legal Fees)	14134	Brown & Hofmeister, L.L.P.	Legal Fees related to Sub-Division Ordinance	20,000.00
			Total Planning	53,633.00
			TOTAL GENERAL FUND	174,208.01
20-5418-50-00 (IT Fees)	14132	Aclara Technologies LLC	Active Project: Aclara DCU Upgrade and Expansion Project	19,000.00
20-5480-50-00 (Contracted Services)	14163	NTB Associates, Inc.	Active Project: Hosting of Cityworks Server for Public	12,500.00
	14164	NTB Associates, Inc.	Active Project: Installation of Cityworks Server for Public Works	13,050.00
	14174	ISI Commercial Refrigeration	Outstanding Invoice: Annual Maintenance of Ice	672.75
20-5536-50-00 (Training/Seminars)	14165	Aclara Technologies LLC	Outstanding Invoice: Aclara Training for DCU Upgrade and Expansion Project	3,500.00
20-5545-50-00 (Meter Purchases)	14150	HD Supply Waterworks LTD	Outstanding Invoices: Meters	12,220.00
			Total Water	60,942.75
20-5630-55-00 (Safety Equipment)	14152	Defender Supply	Outstanding Invoice: Safety Equipment for Public Works Vehicles	6,261.18
			Total Wastewater	6,261.18
			TOTAL WATER/SEWER FUND	67,203.93

EXHIBIT "A-1"				
TOWN OF PROSPER, TEXAS				
FY 2014-2015 BUDGET AMENDMENT: ROLL OPEN PURCHASE ORDERS FORWARD				
01/13/2015				
<u>Account No.</u>	<u>PO</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
45-5480-10-00 (Contract Services)	14054	DR Horton - Texas Ltd.	Outstanding Invoice: Tanner's Mill Drainage Improvements	9,259.00
	14153	Barbosa A. Construction	Active Project: Installation of Storm Sewer Drain for Deer Run Drainage Project	13,750.00
			Total Storm Drainage	23,009.00
			TOTAL STORM DRAINAGE UTILITY FUND	23,009.00
60-5411-60-00 (Professional Services)	14067	Williams Design Group	Active PSA: Landscape Architectural Design Services Southwest Corner Frontier Park	831.07
			Total Park Dedication & Improvement	831.07
			TOTAL PARK DEDICATION & IMPROVEMENT FUND	831.07
65-5420-99-00 (Professional Services)	14098	Freese & Nichols	Active PSA: Wastewater Evaluation	1,012.35
			Total Sewer Impact Fee	1,012.35
			TOTAL SEWER IMPACT FEE FUND	1,012.35
65-5440-99-00 (Professional Services)	14179	Wier & Associates	Active PSA: Frontier Parkway BNSF RR Crossing Study	4,750.00
			Total Thoroughfare Impact Fee	4,750.00
			TOTAL THOROUGHFARE IMPACT FEE FUND	4,750.00
			TOTAL ENCUMBRANCES	271,014.36

EXHIBIT "A-2"

TOWN OF PROSPER, TEXAS
 FY 2014-2015 BUDGET AMENDMENT
 1/13/2015

	FY 2015	1/13/2015 AMENDMENT		FY 2015
	ADOPTED BUDGET	REPAIR	ENCUMBRANCE	AMENDED BUDGET
General Fund				
Administration Department				
Town Manager's Office	651,741	0	0	651,741
Town Secretary's Office	213,632	0	0	213,632
Finance	781,143	0	0	781,143
Human Resources	241,814	0	0	241,814
Municipal Court	213,122	0	0	213,122
Police Department				
Police Operations	2,020,372	0	0	2,020,372
Dispatch	663,120	0	0	663,120
Fire Department				
Fire/EMS Operations	3,380,104	61,430	9,527	3,451,061
Fire Marshal	144,158	0	0	144,158
Development Services Department				
Code Enforcement	164,583	0	0	164,583
Inspections	953,217	0	5,000	958,217
Planning	493,084	0	53,633	546,717
Engineering Department	703,938	0	0	703,938
Library Department	175,192	0	1,200	176,392
Parks and Recreation Department	1,537,467	0	104,848	1,642,315
Streets Department	448,935	0	0	448,935
Non-Departmental Department	1,630,119	0	0	1,630,119
General Fund Total	14,415,741	61,430	174,208	14,651,379
Water/Sewer Fund				
Water	3,691,905	0	60,943	3,752,848
Wastewater	1,719,239	0	6,261	1,725,500
Utility Billing	1,033,566	0	0	1,033,566
Non-Departmental	3,912,765	0	0	3,912,765
Water/Sewer Fund Total	10,357,475	0	67,204	10,424,679
				0
Debt Service (I & S) Fund Total	2,870,065	0	0	2,870,065
Special Revenue Fund Total	75,133	0	0	75,133
Impact Fee Fund-Thoroughfare Total	1,905,000	0	4,750	1,909,750
Parks Dedication and Improvement Fund Total	214,000	0	831	214,831
Capital Projects Fund Total	28,407,055	0	0	28,407,055
Storm Drainage Utility Fund Total	283,186	0	23,009	306,195
Impact Fee Fund-Water	926,887	0	0	926,887
Impact Fee Fund-Wastewater	136,600	0	1,012	137,612
Capital Projects-Water/Sewer Fund Total	2,382,500	0	0	2,382,500
Internal Service Fund	30,000	0	0	30,000
Vehicle/Equipment Replacement Fund	797,010	0	0	797,010
Other Funds Total	38,027,436	0	29,602	38,057,038
GRAND TOTAL	62,800,652	61,430	271,014	63,133,096

EXHIBIT "B"

TOWN OF PROSPER, TEXAS
 FY 2013-2014 BUDGET AMENDMENT
 1/13/2015

	FY 2014	1/13/2015 AMENDMENT		FY 2014
	BUDGET	ADJUSTMENT	ENCUMBRANCE	AMENDED BUDGET
General Fund				
Administration Department				
Administration/Town Manager's Office	3,394,468	45,000	0	3,439,468
Town Secretary's Office	0	0	0	0
Finance	0	0	0	0
Human Resources	0	0	0	0
Municipal Court	237,728	6,000	0	243,728
Police Department				
Police Operations	1,834,258	0	0	1,834,258
Dispatch	644,690	0	0	644,690
Fire Department				
Fire/EMS Operations	2,566,238	0	(9,527)	2,556,711
Fire Marshal	123,595	0	0	123,595
Development Services Department				
Code Enforcement	164,151	0	0	164,151
Inspections	796,782	(51,000)	(5,000)	740,782
Planning	495,505	0	(53,633)	441,872
Engineering Department	487,149	0	0	487,149
Library Department	115,336	0	(1,200)	114,136
Parks and Recreation Department	1,778,550	0	(104,848)	1,673,702
Streets Department	617,305	0	0	617,305
Non-Departmental Department	0	0	0	0
General Fund Total	13,255,755	0	(174,208)	13,081,547
Water/Sewer Fund				
Water	6,436,590	(113,000)	(60,943)	6,262,647
Wastewater	1,868,706	0	(6,261)	1,862,445
Utility Billing	972,042	113,000	0	1,085,042
Non-Departmental	3,000,000	0	0	3,000,000
Water/Sewer Fund Total	12,277,338	0	(67,204)	12,210,134
Debt Service (I & S) Fund Total	2,821,380	0	0	2,821,380
Special Revenue Fund Total	59,200	0	0	59,200
Impact Fee Fund-Thoroughfare Total	1,835,000	0	(4,750)	1,830,250
Parks Dedication and Improvement Fund Total	700,000	0	(831)	699,169
Capital Projects Fund Total	5,780,000	0	0	5,780,000
Storm Drainage Utility Fund Total	394,000	0	(23,009)	370,991
Impact Fee Fund-Water (n/a; est. FY 2015)	0	0	0	0
Impact Fee Fund-Wastewater (n/a; est. FY 2015)	0	0	(1,012)	(1,012)
Capital Projects-Water/Sewer Fund Total	0	0	0	0
Internal Service Fund	49,000	0	0	49,000
Vehicle/Equipment Replacement Fund	0	0	0	0
	11,638,580	0	(29,602)	11,608,978
GRAND TOTAL	37,171,673	0	(271,014)	36,900,659

EXHIBIT "C"

TOWN OF PROSPER, TEXAS
 FY 2014-2015 BUDGET AMENDMENT
 1/13/2015

	FY 2015 ADOPTED <u>BUDGET</u>	<u>AMENDMENT</u>	FY 2015 AMENDED <u>BUDGET</u>
Special Revenue Fund			
Country Christmas Expense	10,000	20,000	30,000
Court Technology Expense	13,133		13,133
Court Security Expense	4,000		4,000
Police Donation Expense	6,000		6,000
Fire Dept Donation Expense	0		0
Child Safety Expense	25,000		25,000
Tree Mitigation Expense	14,000		14,000
PD Seizure Expense	3,000		3,000
	75,133	20,000	95,133

EXHIBIT "D"

TOWN OF PROSPER, TEXAS
 FY 2014-2015 BUDGET AMENDMENT
 1/13/2015

	FY 2015 ADOPTED <u>BUDGET</u>	<u>AMENDMENT</u>	FY 2015 AMENDED <u>BUDGET</u>
Thoroughfare Impact Fee Fund			
Professional Services	227,100	0	227,100
Capital Outlay	1,677,900	68,000	1,745,900
	<u>1,905,000</u>	<u>68,000</u>	<u>1,973,000</u>

EXHIBIT "E"

TOWN OF PROSPER, TEXAS
FY 2014-2015 BUDGET AMENDMENT
1/13/2015

	FY 2015 ADOPTED <u>BUDGET</u>	<u>AMENDMENT</u>	FY 2015 AMENDED <u>BUDGET</u>
Capital Projects Fund	28,407,055	75,000	28,482,055
General Fund	14,651,379	75,000	14,726,379

RESPONSES TO QUESTIONS FROM 12/9/2014 TOWN COUNCIL MEETING

1. Will the encumbrance roll-forward and prior year budget changes be included in the [proposed] budget in the future?

No—the open encumbrance amounts keep changing, while the budget is approved before September 30. Prior year budget changes are not anticipated for the future; making the changes during the budget year is preferred. The open encumbrance amounts are finalized at the end of October.

2. Are the auditors requiring us to use encumbrances?

No. Our audit manager, Cara Hilbrich of Davis Kinard, finds no issues with this practice.

3. Regarding trash collection revenues and expenditures, are we recovering what we are charging? Is the difference between expenditures and revenues in the budget amendment due to timing?

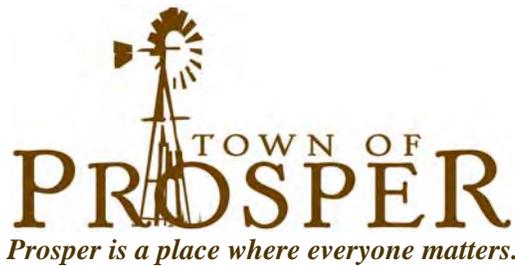
The Town bills \$11.30/month and is charged \$10.56/month by Progressive Waste for typical residential solid waste pickup. The difference between revenues and expenditures is due to their relationship to their budgeted amounts. The table below illustrates that FY 2014 actual revenues exceeded actual expenditures.

	<u>FY 2014 Budget</u>	<u>FY 2014 Actual</u>	<u>Variance</u>
Sanitation Revenue	800,000	900,646	100,646
Trash Collection Expense	718,000	829,982	(111,982)
Gain/(Loss)	<u>82,000</u>	<u>70,664</u>	<u>(11,336)</u>

The proposed budget amendment would increase Trash Collection Expense by \$113,000 to cover the overage.

4. What is the breakout on the \$77,000 in P.O.'s for account 10-5410-60-01, Parks and Recreation Professional Services? Especially, how much of the total is for the Richland Blvd. median project?

<u>PO</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
14064	Dunaway Associates, LP	Active PSA: Parks, Recreation and Open Space Master Plan	43,732.16
14158	Williams Design Group	Completed PSA: Richland Blvd. Median Landscaping Project (Reimbursables line only)	300.00
14177	Dunaway Associates, LP	Active PSA: Frontier Park North & Sexton Park Conceptual Master Plan Projects	33,150.00



FINANCE

To: Mayor and Town Council

From: Kent R. Austin, Finance Director

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

Agenda Item:

Consider and act upon approval of the FY 2014-2015 Vehicle and Equipment Replacement Fund list.

Description of Agenda Item:

The Vehicle and Equipment Replacement Fund (VERF) is designed to operate so that annual contributions from departments provide an ongoing source of funds to purchase replacement units. The FY 2014-2015 budget ordinance approved \$800,000 from the FY 2013-2014 fund balance in the General Fund, which will be supplemented with another \$800,000 budget ordinance this year from the same source.

The Vehicle and Equipment Replacement Policy calls for the Town Council to approve the list of vehicles, field equipment, and computer equipment to be purchased each year. Ideally, this occurs during the budget process. However, for this first year, seven vehicles, one piece of field equipment, and 44 pieces of computer equipment are being presented now. The Vehicle and Equipment Replacement Committee, composed of ten employees representing different Town departments, met October 27, 2014, to review and approve the vehicle and equipment replacement list as presented.

Budget Impact:

If the replacement purchases are made, the VERF's budget would be impacted as shown:

BEGINNING BALANCE	\$800,000
REVENUES	
Contributions--Vehicle	\$381,813
Contributions--Equipment	\$85,436
Contributions-I/T Equipment	\$66,773
Resale Revenue	\$50,000
Initial Investment	\$800,000
TOTAL REVENUES	\$1,384,023
TOTAL AVAILABLE RESOURCES	\$2,184,023

TOTAL AVAILABLE RESOURCES	<u>\$2,184,023</u>
EXPENDITURES	
Vehicle Purchases	\$222,000
Equipment Purchases	\$95,000
I/T Equipment Purchases	<u>\$100,860</u>
TOTAL EXPENDITURES	\$417,860
ENDING BALANCE	<u><u>\$1,766.163</u></u>

Attached Documents:

1. FY 2014-2015 Vehicle and Equipment Replacement List
2. FY 2014-2015 Computer Equipment Replacement List

Town Staff Recommendation:

Town staff recommends approval of the FY 2014-2015 Vehicle and Equipment Replacement Fund list, with the understanding that the actual prices may vary from the estimated costs. All purchases will be made according to state purchasing statutes and Town purchasing policies. Purchases exceeding the \$50,000 threshold will be brought before the Town Council for final approval.

Proposed Motion:

I move to approve the FY 2014-2015 Vehicle and Equipment Replacement Fund list.

Org Unit	Department	Unit	Model Year	Make	Model	Classification	Estimated Life (Years)	Actual Age	Estimated Life (Miles/Hours)	Actual Miles/ Hours	Emerg Use	Estimated Cost	
REPLACEMENT VEHICLES													
1.	10-20	Police	701	2007	Dodge	Charger	Sedan, Full-Size (Pursuit Rated)	4	7	125,000 miles	105,980 miles	No	\$ 38,000
2.	10-20	Police	802	2008	Ford	LTD Crown Vic	Sedan, Full-Size (Pursuit Rated)	4	6	125,000 miles	99,414 miles	No	\$ 38,000
3.	20-55	Public Works--Wastewater	PW-1417	1985	Chevrolet	Camera Van	Van, Field	9	29	125,000 miles	111,561 miles	No	\$ 70,000
4.	20-55	Public Works--Wastewater	PW-24	2001	Dodge	Ram 1500 Pickup	Truck, Pick-Up - Field	8	13	125,000 miles	97,619 miles	No	\$ 16,000
5.	20-55	Public Works--Wastewater	PW-1103	2002	Dodge	Ram 1500 Pickup	Truck, Pick-Up - Field	8	12	125,000 miles	77,642 miles	No	\$ 16,000
6.	20-50	Public Works--Water	PW-86	2001	Ford	Expedition	SUV (Field)	8	13	125,000 miles	176,437 miles	No	\$ 24,000
7.	20-50	Public Works--Water	PW-1104	2004	Chevrolet	K1500	Truck, Pick-Up - Field	8	10	125,000 miles	118,741 miles	No	\$ 20,000
												\$ 222,000	
REPLACEMENT EQUIPMENT													
8.	20-50	Public Works			Ford	555E	Backhoe	10	?	7,500 hrs	3,570 hours	No	\$ 95,000
												\$ 95,000	
VEHICLES RETAINED ALTHOUGH ELIGIBLE FOR REPLACEMENT													
1.	10-80	Building Inspections	1303	2005	Ford	F150 1/2T	Truck, Pick-Up - Field	8	9	125,000 miles	51,457 miles	No	\$ 20,000
2.	10-80	Building Inspections	1302	2005	Chevrolet	Silverado	Truck, Pick-Up - Field	8	9	125,000 miles	53,664 miles	No	\$ 20,000
3.	10-30	Fire	E-12	1997	Pierce	4900 Fire Engine	Fire Truck-Pumper	15	17			Yes	\$ 250,000
												<u>\$ 290,000</u>	

Org Unit	Department	Unit	Remarks
REPLACEMENT VEHICLES			
10-20	Police	701	Lengthy list of repairs in 2013-2014 totaling \$12,460. Heater does not work. Est. vehicle value \$4,455. Will be replaced with PPV Tahoe
10-20	Police	802	2013-2014 repairs total \$5,910. Estimated value \$2,588. Runs, but taken off street b/c of maintenance cost. Will be replaced with PPV Tahoe.
20-55	Public Works--Wastewater	PW-1417	Does not run.
20-55	Public Works--Wastewater	PW-24	Auctioned; did not run.
20-55	Public Works--Wastewater	PW-1103	Auctioned; did not run.
20-50	Public Works--Water	PW-86	Ran 1 year ago, but due to maintenance costs, taken off the street.
20-50	Public Works--Water	PW-1104	Does not run.
REPLACEMENT EQUIPMENT			
20-50	Public Works		Age unknown - purchased used; unreliable, battery/alternator will not hold a charge, have to jump start majority of the time; issues with hoses and pumps, etc.
VEHICLES RETAINED ALTHOUGH ELIGIBLE FOR REPLACEMENT			
10-80	Building Inspections	1303	Rough idle.
10-80	Building Inspections	1302	#4 setting on the air flow does not work.
10-30	Fire	E-12	Fire Department says pumper still has several years of life, so replacement should be postponed

No.	Department	User	Model	Ship Date	Projected Replacement Date	Estimated Replacement Cost	Estimated Life
1.	10-10 TMO	Harlan Jefferson	IPAD2 WI-FI 3G 32GB BLACK	11/29/11	11/28/14	\$855	3
2.	10-10 TMO--Council	Council - Spare	IPAD2 WI-FI 3G 32GB BLACK	11/29/11	11/28/14	\$855	3
3.	10-10 TMO--Council	Curry Vogelsang	IPAD2 WI-FI 3G 32GB BLACK	11/29/11	11/28/14	\$855	3
4.	10-10 TMO--Council	Jason Dixon	IPAD2 WI-FI 3G 32GB BLACK	11/29/11	11/28/14	\$855	3
5.	10-10 TMO--Council	Kenneth Dugger	IPAD2 WI-FI 3G 32GB BLACK	11/29/11	11/28/14	\$855	3
6.	10-10 TMO--Council	Meigs Miller	IPAD2 WI-FI 3G 16GB BLACK	11/29/11	11/28/14	\$855	3
7.	10-10 TMO--Council	Mike Korbuly	IPAD2 WI-FI 3G 32GB BLACK	11/29/11	11/28/14	\$855	3
8.	10-10 TMO--Council	Ray Smith	IPAD2 WI-FI 3G 32GB BLACK	11/29/11	11/28/14	\$855	3
9.	10-10 TSO	Robyn Battle	IPAD2 WI-FI 3G 32GB BLACK	11/29/11	11/28/14	\$855	3
10.	10-12 Finance	ESX11 Server (Dispatch Server Room)		10/01/08	10/01/11	\$7,500	3
11.	10-12 Finance	ESX12 Server (Disptach Server Room)		10/01/08	10/01/11	\$7,500	3
12.	10-12 Finance	Whitney Rehm	OPTIPLEX 380	01/04/11	01/03/14	\$1,700	3
13.	10-12 Finance	Kent Austin	LATITUDE E5510	02/21/11	02/20/14	\$2,200	3
14.	10-20 Police	Paul Norris	Hewlett Packard	12/05/08	12/05/11	\$1,700	3
15.	10-20 Police	Exacom Server	POWER EDGE 2900	06/05/09	06/04/12	\$12,040	3
16.	10-20 Police	SQL Server	POWER EDGE R610	09/12/09	09/11/12	\$7,500	3
17.	10-20 Police	Dispatch Server Room - ICS Use	PRECISION WST3400	09/27/09	09/26/12	\$1,400	3
18.	10-20 Police	Gary McHone	LATITUDE E5500	05/19/10	05/18/13	\$2,200	3
19.	10-20 Police	Doug Kowalski	LATITUDE E5520	05/22/11	05/21/14	\$2,200	3
20.	10-20 Police Dispatch	Natalee Warren	Hewlett Packard	01/17/08	01/16/11	\$1,700	3
21.	10-30 Fire	Chief 1	IPAD2 WI-FI 3G 16GB BLACK	10/01/10	09/30/13	\$755	3
22.	10-30 Fire	Chief 2	IPAD2 WI-FI 3G 16GB BLACK	10/01/10	09/30/13	\$755	3
23.	10-30 Fire	Engine	IPAD2 WI-FI 3G 16GB BLACK	10/01/10	09/30/13	\$755	3
24.	10-30 Fire	Fire Marshal	IPAD2 WI-FI 3G 64GB WHITE	10/01/10	09/30/13	\$855	3
25.	10-30 Fire	Medic	IPAD2 WI-FI 3G 16GB BLACK	10/01/10	09/30/13	\$755	3
26.	10-30 Fire	MDC	Panasonic Toughbook	10/01/11	09/30/14	\$3,450	3
27.	10-30 Fire	MDC	Panasonic Toughbook	10/01/11	09/30/14	\$3,450	3
28.	10-30 Fire	MDC	Panasonic Toughbook	10/01/11	09/30/14	\$3,450	3
29.	10-30 Fire	MDC	Panasonic Toughbook	10/01/11	09/30/14	\$3,450	3
30.	10-30 Fire	MDC	Panasonic Toughbook	10/01/11	09/30/14	\$3,450	3
31.	10-40 Streets	Manuel Parga	HP Compaq dc5700 Microtower	01/17/08	01/16/11	\$1,700	3
32.	10-70 Municipal Court	Celia O'Dell	LATITUDE E5500	03/30/10	03/29/13	\$2,050	3
33.	10-80 Building Inspections	Lobby	Hewlett Packard	01/17/08	01/16/11	\$1,550	3
34.	10-80 Building Inspections	Plumbing Inspector	Hewlett Packard	01/17/08	01/16/11	\$1,700	3
35.	10-80 Building Inspections	Plumbing Inspector	Hewlett Packard	01/17/08	01/16/11	\$1,700	3
36.	10-80 Building Inspections	Richard Mapplebeck	OPTIPLEX 745	02/11/10	02/10/13	\$1,550	3
37.	10-80 Building Inspections	Steve Freeman	OPTIPLEX 380	01/04/11	01/03/14	\$1,700	3
38.	10-85 Code Compliance	Trish Eller	INSPIRON 546	02/13/10	02/12/13	\$1,550	3
39.	10-90 Planning	Pamela Clark	INSPIRON 1545	02/04/10	02/03/13	\$2,200	3
40.	10-98 Engineering	Michael Bulla	Hewlett Packard	07/01/09	06/30/12	\$2,050	3
41.	20-50 Water	Community Computer	HP Compaq dc5700 Microtower	01/17/08	01/16/11	\$1,700	3
42.	20-57 Utility Billing	Front Counter - Toll Tag	Hewlett Packard	01/17/08	01/16/11	\$1,550	3
43.	20-57 Utility Billing	Kelly Vanaman	OPTIPLEX 380	01/04/11	01/03/14	\$1,700	3
44.	20-57 Utility Billing	Marsa Wages	OPTIPLEX 380	01/04/11	01/03/14	\$1,700	3
TOTAL FY 2015 I/T REPLACEMENT PURCHASES						<u>\$100,860</u>	

No.	Department	User	Model	Ship Date	Projected Replacement Date	Estimated Replacement Cost	Estimated Life
RETAINED ALTHOUGH ELIGIBLE FOR REPLACEMENT							
1.	10-10 TMO	Carol Myers	OPTIPLEX 390	01/09/12	01/08/15	\$1,700	3
2.	10-10 TSO	Robyn Battle	LATITUDE E5520	01/08/12	01/07/15	\$2,200	3
3.	10-12 Finance	Postage Machine	OPTIPLEX 390	01/10/12	01/09/15	\$1,550	3
4.	10-12 Finance	Trish Featherston	LATITUDE E5520	03/07/12	03/07/15	\$2,200	3
5.	10-13 Human Resources	Baby Raley	LATITUDE E5520	01/08/12	01/07/15	\$2,200	3
6.	10-20 Police	Bryan Golden	LATITUDE E5520	01/08/12	01/07/15	\$2,200	3
7.	10-20 Police	Dispatch Server Room - ICS Use	OPTIPLEX 390	08/15/12	08/15/15	\$1,400	3
8.	10-20 Police	Dispatch Server Room - ICS Use	OPTIPLEX 390	08/15/12	08/15/15	\$1,400	3
9.	10-20 Police	Patrol Squad Room	OPTIPLEX 390	08/15/12	08/15/15	\$1,550	3
10.	10-20 Police	Patrol Squad Room	OPTIPLEX 390	08/15/12	08/15/15	\$1,550	3
11.	10-20 Police	Patrol Squad Room	OPTIPLEX 390	08/15/12	08/15/15	\$1,550	3
12.	10-30 Fire	Captain's Office	OPTIPLEX 390	01/10/12	01/09/15	\$1,700	3
13.	10-30 Fire	Ronnie Tucker	OPTIPLEX 390	01/10/12	01/09/15	\$1,550	3
14.	10-30 Fire	Watch Office	OPTIPLEX 390	01/10/12	01/09/15	\$1,700	3
15.	10-30 Fire	Stuart Blasingame	OPTIPLEX 390	06/11/12	06/11/15	\$1,700	3
16.	10-30 Fire	EOC	OPTIPLEX 390	08/15/12	08/15/15	\$1,700	3
17.	10-30 Fire	Server Room	OPTIPLEX 390	08/15/12	08/15/15	\$1,700	3
18.	10-30 Fire	Watch Office	OPTIPLEX 390	08/15/12	08/15/15	\$1,700	3
19.	10-35 Fire Marshal	Bryan Aussenbaugh	OPTIPLEX 3010	08/01/12	08/01/15	\$1,550	3
20.	10-60 Parks and Recreation	William Mitchell	LATITUDE E5520	01/08/12	01/07/15	\$2,200	3
21.	10-80 Building Inspections	Courtney Clarine	OPTIPLEX 390	01/10/12	01/09/15	\$1,700	3
22.	10-80 Building Inspections	Mirsa Boulos	OPTIPLEX 390	08/14/12	08/14/15	\$1,700	3
23.	10-80 Building Inspections	Building Official	OPTIPLEX 390	08/15/12	08/15/15	\$1,700	3
24.	10-98 Engineering	Hulon Webb	LATITUDE E6320	01/31/12	01/30/15	\$2,200	3
25.	20-50 Water	Aubrey Smith	LATITUDE E5520	01/08/12	01/07/15	\$2,050	3
26.	20-50 Water	Glen Soike	LATITUDE E5520	01/08/12	01/07/15	\$2,050	3
27.	20-50 Water	Frank Jaromin	OPTIPLEX 390	01/10/12	01/09/15	\$1,700	3
28.	20-50 Water	Joe Whiteman	OPTIPLEX 390	08/15/12	08/15/15	\$1,550	3
						\$49,650	



FIRE

To: Mayor and Town Council

From: Stuart Blasingame, Assistant Fire Chief

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

Agenda Item:

Consider and act upon approving the purchase of roof repair services for the Central Fire Station, from D&G Quality Roofing, Inc., through The Interlocal Purchasing System (TIPS/TAPS).

Description of Agenda Item:

A hail storm in April 2011 damaged Central Fire Station's roof, and since then its condition has worsened. The Town filed an insurance claim for this and other hail damage in 2011; a claims payment was received, but Central Fire Station's roof was not repaired at that time.

The Town requested proposals from companies that offer roof repair services through a cooperative contract. D&G Quality Roofing, Inc., submitted the lowest proposal.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Prosper entered into an interlocal agreement, providing the Town's participation in the Region 8 Education Service Center cooperative purchasing program, which sponsors The Interlocal Purchasing System (TIPS/TAPS). Participation in the program allows our local government to purchase goods and services through the cooperative contract, while satisfying all competitive bidding requirements.

Budget Impact:

The total cost of the roof repair services is \$61,429.80, and will be funded from the FY 2014-2015 General Fund, as indicated in the Budget Amendment submitted on this same Council Agenda. The Fire Department's "Building Repairs" account will be increased by this amount, upon approval of the aforementioned Budget Amendment.

Attached Documents:

1. Proposal

Town Staff Recommendation:

Town staff recommends approval of the purchase of roof repair services for the Central Fire Station, from D&G Quality Roofing, Inc., through The Interlocal Purchasing System (TIPS/TAPS).

Proposed Motion:

I move to approve the purchase of roof repair services for the Central Fire Station, from D&G Quality Roofing, Inc., through The Interlocal Purchasing System (TIPS/TAPS).

**D & G Quality Roofing, INC**

4305 FM 1187 Suite 100

Burleson, TX 76028

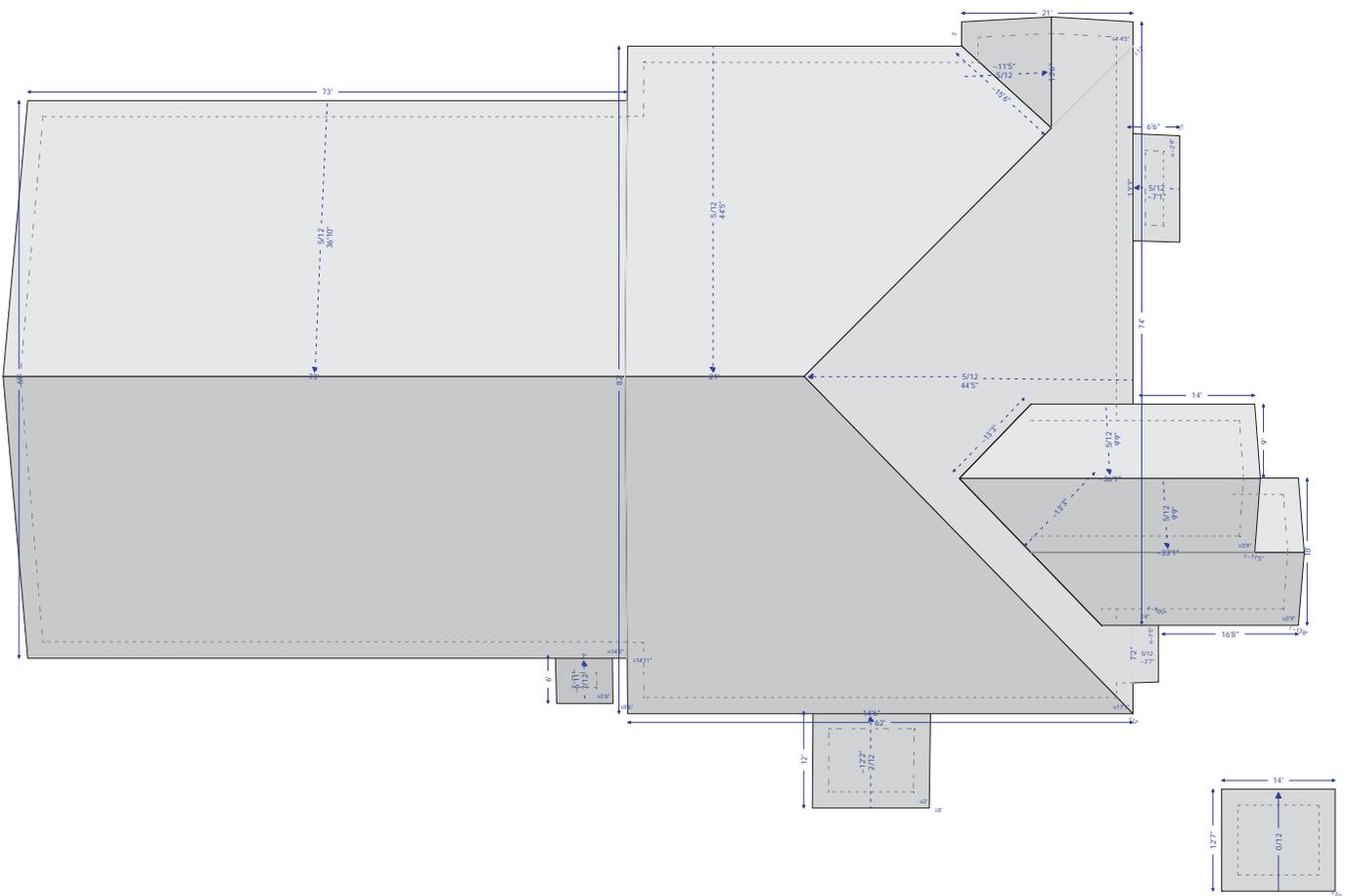
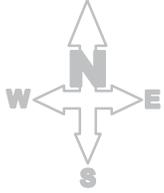
TIPS/TAPS # 02042414

CLAIM NO.: REM 12-02-2014 Reinspection <input type="checkbox"/>		INSURED	
Policy No.: REM12-02-2014	Date of Loss: 12/02/2014 12:00 AM	January Cook (Town Of Prosper) 151 South Main Street Prosper, TX, 75078	
Type of Loss:	Deductible: <i>multiple</i>	Home phone:	
Year Built:	Cat No.:	Business phone: (972) 347-2424	
Adjuster:		Mobile phone: (469) 667-1702	
Phone:		Bus. Fax:	
Email:		Contact: Stuart Blastingane 1702	
Status: Claim Opened		Age: 15d 08h Assignees:	
Originated: 12/08/2014, 6:35 AM by Justin Werner (D&G Quality Roofing)			
DATES		POLICY REM12-02-2014	
Created: 12/08/2014	Assigned:	Policy Type:	
Received:	Contacted:	Renewed: time(s)	
Inspected:	Estimated:	Effective from: to:	
Approved:	Job Started:	Coverage	Limits
Completed:	Closed:	Tips Taps	\$7,861.00
Overall risk condition:		Deductible	Reserve
INITIAL LOSS REPORT			
CAUSE			
DAMAGES			
GENERAL COMMENTS			



D & G Quality Roofing, INC
4305 FM 1187 Suite 100
Burleson, TX 76028
TIPS/TAPS # 02042414

Central Fire Station:





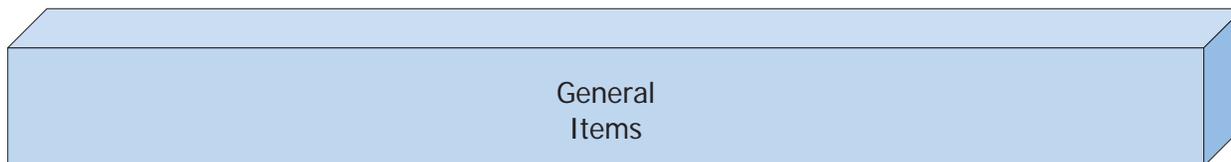
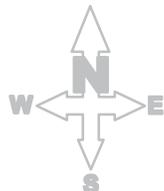
D & G Quality Roofing, INC

4305 FM 1187 Suite 100

Burleson, TX 76028

TIPS/TAPS # 02042414

Exterior Plan:




D & G Quality Roofing, INC

4305 FM 1187 Suite 100

Burleson, TX 76028

TIPS/TAPS # 02042414

Description	Coverage	Quantity	Unit Price	Per	Total Cost
ESTIMATE: Structure (D&G Quality Roofing)					
Claim #REM 12-02-2014, January Cook (Town Of Prosper)					
In progress					
ROOFPLAN: Central Fire Station					
Roof, Roof 2, Roof 5, Roof 3, Roof 4, Roof 7					
Roof area: 11,623.31 SF Squares: 116.2 SQ Soffit: 1,052.54 SF Gutters: 373.13 LF Ridge: 149.56 LF					
1 Replace - Ridge Cap, Metal, w/Venting	Tips Taps	254.56	\$4.47	LF	\$1,137.89
2 Replace - Roofing Metal Ribbed	Tips Taps	116.24	\$312.00	SQ	\$36,266.88
3 Replace - Felt #15, 15 LB	Tips Taps	116.24	\$16.14	SQ	\$1,876.11
4 Replace - Roof to Wall Flashing Galvanized	Tips Taps	166.03	\$3.62	LF	\$601.03
5 Replace - Fascia, Custom Bent Over 3 Bends	Tips Taps	452.25	\$6.15	LF	\$2,781.37
6 Vent Flashing Aluminum 4"	Tips Taps	5	\$37.00	EA	\$185.00
7 Neopreme Roof Vents 2"	Tips Taps	3	\$21.00	EA	\$63.00
8 Replace - Valley Flashing, Galvanized Steel	Tips Taps	58.24	\$3.10	LF	\$180.55
9 Replace - Roof to Wall Flashing Galvanized	Tips Taps	121.00	\$4.43	LF	\$536.03
10 Addition Of Ice/Water Sheild Over Plywood Deck	Tips Taps	125.00	\$97.00	SQ	\$12,125.00
This line item is in addition to the like kind and quality bid items included in this estimate.					
Roof, Roof 2, Roof 5, Roof 3, Roof 4, Roof 7 - Subtotal (10 items)					\$55,752.86
Rear Patio Cover					
Roof area: 93.30 SF Squares: 0.9 SQ Soffit: 66.05 SF Gutters: 13.25 LF Ridge: 0.00 LF					
11 Replace - Roofing Metal Ribbed	Tips Taps	0.93	\$312.00	SQ	\$290.16
12 Replace - Felt #15, 15 LB	Tips Taps	0.93	\$16.14	SQ	\$15.01
Rear Patio Cover - Subtotal (2 items)					\$305.17
Bay Exit Awning					
Roof area: 48.62 SF Squares: 0.5 SQ Soffit: 39.47 SF Gutters: 7.00 LF Ridge: 0.00 LF					
13 Replace - Roofing Metal Ribbed	Tips Taps	0.49	\$312.00	SQ	\$152.88
14 Replace - Felt #15, 15 LB	Tips Taps	0.49	\$16.14	SQ	\$7.91

**D & G Quality Roofing, INC**

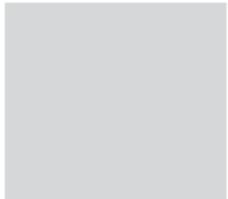
4305 FM 1187 Suite 100

Burleson, TX 76028

TIPS/TAPS # 02042414

Description	Coverage	Quantity	Unit Price	Per	Total Cost
ESTIMATE: Structure (D&G Quality Roofing)					
Claim #REM 12-02-2014, January Cook (Town Of Prosper)					
In progress					
Bay Exit Awning - Subtotal (2 items)					\$160.79

Rear Patio Cover					
Roof area: 176.40 SF Squares: 1.8 SQ Soffit: 90.84 SF Gutters: 14.50 LF Ridge: 0.00 LF					
					
15 Replace - Roofing Metal Ribbed	Tips Taps	1.76	\$312.00	SQ	\$549.12
16 Replace - Felt #15, 15 LB	Tips Taps	1.76	\$16.14	SQ	\$28.41
17 Replace - Valley Flashing, Galvanized Steel	Tips Taps	14.50	\$3.10	LF	\$44.96
Rear Patio Cover - Subtotal (3 items)					\$622.49

Storage/Trash Structure					
Roof area: 176.17 SF Squares: 1.8 SQ Soffit: 90.34 SF Gutters: 53.16 LF Ridge: 0.00 LF					
					
18 Replace - Roofing Metal Ribbed	Tips Taps	3.00	\$312.00	SQ	\$936.00
Storage/Trash Structure - Subtotal (1 item)					\$936.00
Central Fire Station - Subtotal (18 items)					\$57,777.31

EXTERIOR PLAN: Exterior Plan					
Equipment Rental					
19 Fork Lift Per Day	Tips Taps	14	\$398.00	EA	\$5,572.00
20 Staging Aid/Fall Protection Equipment Each	Tips Taps	16	\$3.59	EA	\$57.44
21 Staging and Set Up Fall Protection	Tips Taps	16	\$14.65	EA	\$234.40
22 Install and Removal Roof Anchors	Tips Taps	16	\$4.60	EA	\$73.60
23 Set Up And Removal Scaffolding	Tips Taps	2	\$110.97	EA	\$221.94
Equipment Rental - Subtotal (5 items)					\$6,159.38
General Items					
24 Replace - Gutter	Tips Taps	461.00	\$5.20	LF	\$2,397.20
25 Gutter Mitres	Tips Taps	46	\$28.00	EA	\$1,288.00
26 Gutter Sealant	Tips Taps	46.00	\$0.35	LF	\$16.10
27 Replace End Caps	Tips Taps	11	\$2.71	EA	\$29.81
28 Replace Gutter Outlet	Tips Taps	16	\$5.70	EA	\$91.20
29 Replace Downspout	Tips Taps	200.00	\$3.90	LF	\$780.00

**D & G Quality Roofing, INC**

4305 FM 1187 Suite 100

Burleson, TX 76028

TIPS/TAPS # 02042414

Description	Coverage	Quantity	Unit Price	Per	Total Cost
ESTIMATE: Structure (D&G Quality Roofing)					
Claim #REM 12-02-2014, January Cook (Town Of Prosper)					
In progress					
30 Downspout Elbows	Tips Taps	28	\$9.00	EA	\$252.00
31 Painting Of All Green Trim Not Replaced	Tips Taps	2,380.00	\$0.21	SF	\$499.80
General Items - Subtotal (8 items)					\$5,354.11
Exterior Plan - Subtotal (13 items)					\$11,513.49

**D & G Quality Roofing, INC**

4305 FM 1187 Suite 100

Burleson, TX 76028

TIPS/TAPS # 02042414**ESTIMATE:** Structure (D&G Quality Roofing)

Claim #REM 12-02-2014, January Cook (Town Of Prosper)

In progress

Total Materials:	\$44,242.25
Total Labor:	\$19,476.55
Total Equipment:	\$5,572.00
Total Market Conditions:	\$0.00
Subtotal:	\$69,290.80
Add overhead (some items excluded):	\$0.00
Add profit (some items excluded):	\$0.00
Estimate Subtotal:	\$69,290.80
Total Coverage Tips Taps:	\$69,290.80
Coverage Tips Taps Deductible:	\$(7,861.00)
Net Coverage Tips Taps Total:	\$61,429.80
Amount Payable on Coverage Tips Taps:	\$61,429.80
Estimate Total:	\$61,429.80

Tips Taps Discount \$7861.00

Finalization



ENGINEERING

To: Mayor and Town Council

From: Daniel L Heischman, P.E., Senior Engineer

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – January 13, 2015

Agenda Item:

Discussion on implementing the Stormwater Management Program requirement to meet conditions of the TCEQ General Permit to discharge under the Texas Pollutant Discharge Elimination System.

Description of Agenda Item:

With the recent growth in the past few years, the Town of Prosper has reached a population which requires it to comply with the Texas Commission of Environmental Quality (TCEQ) General Permit requirements to discharge under the Texas Pollutant Discharge Elimination System. One component of compliance is to develop and implement a Stormwater Management Program (SWMP) meeting the six minimum control measures set forth by TCEQ. The six measures include:

1. Public Education, Outreach, and Involvement
2. Illicit Discharge Detection and Elimination (IDDE)
3. Construction Sites Stormwater Runoff Control
4. Post-Construction Stormwater Management in New Development and Redevelopment
5. Pollution Prevention and Good Housekeeping Measures for Municipal Operations
6. Industrial Stormwater Sources

Town staff developed a draft SWMP and made application to TCEQ in June of this year. Over the subsequent months, staff addressed TCEQ's comments and was given the notice to proceed with public comment in September 2014. Even though staff is awaiting final direction from TCEQ, the program is now ready for implementation by the Town.

The program includes a variety of measures to comply with the requirements set by TCEQ which include public education, adoption of a Stormwater Management Ordinance, staff training, mapping and reporting, creating "good housekeeping" policies, and implementing construction site controls to name a few. These measures are outlined in the SWMP and have yearly benchmarks to achieving the goals of the program and will need to be complete by the fifth year of the permit term which started back in December 2013. The program shall incorporate current best management practices that the Town already implements, and shall develop new policies and programs to address other requirements.

Budget Impact:

In the FY2014-2015 Adopted Budget, the Public Works Department included a new Stormwater Specialist position, funded by the Town's Drainage Utility Fee, who will be the point person and implementer of the SWMP. Future funding will be based on the costs for the development of the programs required to achieve the goals set forth in the SWMP.

Attached Documents:

1. Stormwater Management Program Draft

Town Staff Recommendation:

Town staff recommends that the Town Council provide feedback regarding the implementation of the policies and procedures outlined in the Stormwater Management Program.

A stylized brown windmill logo is positioned to the left of the word 'PROSPER'. The background features a large, white water tower with the word 'PROSPER' faintly visible on its side. The tower is supported by a lattice of metal beams.

TOWN OF PROSPER

STORMWATER MANAGEMENT PROGRAM

November 2014

Prepared by the Town of Prosper for application to the Texas Commission on
Environmental Quality TPDES General Permit Number TXR04000



TOWN OFFICIALS

Ray Smith	Mayor
Meigs Miller	Council Member - Place 4 / Mayor Pro-Tem
Kenneth Dugger	Council Member - Place 2 / Deputy Mayor Pro-Tem
Michael Korbuly	Council Member - Place 1
Curry Vogelsang, Jr.	Council Member - Place 3
Mike Davis	Council Member - Place 5
Jason Dixon	Council Member - Place 6
Harlan Jefferson	Town Manager
Hulon T. Webb, Jr., P.E.	Executive Director of Development & Community Services
Frank Jaromin, P.E.	Director of Public Works
Dan Heischman, P.E.	Senior Engineer
Matt Richardson, P.E.	Senior Engineer

**REVISION HISTORY**

Revision Number	Effective Date	Description
0	6/10/2014	Complete Revision of Engineering Design Standards
1	8/27/2014	Modifications per TCEQ review

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A. INTRODUCTION

Stormwater runoff is generated when precipitation from rain and snowmelt events flows over land or impervious surfaces and does not percolate into the ground. As the runoff flows over the land or impervious surfaces (paved streets, parking lots, and building rooftops), it accumulates debris, chemicals, sediment or other pollutants that could adversely affect water quality if the runoff is discharged untreated. Polluted stormwater runoff from "urbanized areas" is a major cause of impairment to our Nation's waterways. Efforts to improve water quality came with the passage of the Clean Water Act (CWA) in 1972. Under the authority of the Clean Water Act, the U.S. Environmental Protection Agency (EPA) developed a stormwater permitting program with the goal of significantly reducing this pollution source.

The EPA passed the permitting authority for the State of Texas on to the Texas Commission on Environmental Quality (TCEQ). The Town of Prosper has been designated as an "urbanized area" (UA) and therefore must make application to TCEQ to discharge stormwater to waters of the United States. In order to become authorized under the new TCEQ permit, the Town has developed a stormwater management program (SWMP) and intends to implement best management practices (BMPs) that are designed to:

- Reduce the discharge of pollutants to the maximum extent practicable;
- protect water quality; and
- satisfy the appropriate water quality requirements of the Clean Water Act.

Town Background

The Town of Prosper is a growing community generally located in northwestern Collin County and partly in eastern Denton County with US 380 as its southern boundary, and is approximately 35 miles north of downtown Dallas. Prosper is a home-rule municipality, governed by a council-manager form of government. In 2010, the U.S. Census Bureau calculated Prosper's population at 9,423, and in 2013, Prosper had an estimated population of 14,986 (per Town of Prosper Economic Development Corporation). The Town of Prosper has a projected build-out population of 70,000 residents.

Prosper has a land area of 27 square miles in the Northern Blackland Prairie ecoregion of North Texas. Stormwater from the Town falls in the Upper Trinity River basin with areas contributing to the Lewisville Lake watershed and the Lake Lavon watershed by means of Doe Branch, Wilson Creek, Rutherford Creek and Parvin Branch.

B. REGULATORY BACKGROUND

The Clean Water Act establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters. The CWA made it unlawful to discharge any pollutant from a point source into navigable waters, unless a permit was obtained. EPA's [National Pollutant Discharge Elimination System \(NPDES\)](#) permit program controls discharges. Point sources are discrete conveyances such as pipes or man-made ditches.

Polluted stormwater runoff is commonly transported through Municipal Separate Storm Sewer Systems (MS4s), from which it is often discharged untreated into local waterbodies. To prevent harmful pollutants from being washed or dumped into an MS4, operators must obtain a NPDES permit and develop a stormwater management program.

- Phase I, issued in 1990, requires *medium* and *large* cities or certain counties with populations of 100,000 or more to obtain NPDES permit coverage for their stormwater discharges.
- Phase II, issued in 1999, requires regulated small MS4s in urbanized areas, as well as small MS4s outside the urbanized areas that are designated by the permitting authority, to obtain NPDES permit coverage for their stormwater discharges.

In 1998, the U.S. EPA and the Texas Commission on Environmental Quality (TCEQ) signed a memorandum agreement for the TCEQ to assume the regulatory authority for the NPDES as it applies to the State of Texas. This program has been named the Texas Pollutant Discharge Elimination Program (TPDES). In 2007, TCEQ issued the Phase II TXR040000 General Permit under the TPDES program, and was newly updated in December 2013.

This TPDES General Permit program extends coverage of the Phase II Rule to include small MS4s in the "urbanized areas" as designated by the U.S. Census Bureau.

Regulatory Requirements

The TCEQ TPDES General Permit Number TXR040000 requires small MS4s apply for authorization to discharge stormwater to surface waters in the State of Texas. Application for coverage under this permit includes the submittal of a Notice of Intent (NOI) form and preparation of a Stormwater Management Program (SWMP). The TPDES permit will provide coverage for a five-year period and requires an annual report submittal to TCEQ.

A SWMP must be developed and submitted to TCEQ with the NOI for eligible discharges that will reach waters of the United States (U.S.), including discharges from the regulated small MS4 to other MS4s or privately-owned separate storm sewer systems that subsequently drain to waters of the U.S. according to the requirements of Part III of the TPDES general permit:

Part III. Stormwater Management Program (SWMP)

To the extent allowable under state and local law, a SWMP must be developed, implemented and enforced according to the requirements of Part III of this general permit, for stormwater discharges that reach waters of the U.S., regardless of whether the discharge is conveyed through a separately operated storm sewer system. The SWMP must be developed, implemented and enforced to reduce the discharge of pollutants from the small MS4 to the maximum extent practicable (MEP), to protect water quality, and to satisfy the appropriate water quality requirements of the CWA and the TWC.

The SWMP shall include a time line that demonstrates a schedule for implementation of the program throughout the permit term. The program must be completely implemented within five years of the issuance date of the TPDES general permit, or within five years of being designated for those small MS4s which are designated following permit issuance. Implementation of the SWMP is required immediately following receipt of written authorization from the TCEQ.

The SWMP must identify and apply best management practices (BMPs) developed to prevent stormwater pollution to the maximum extent practicable (MEP). BMPs are required to be developed to satisfy six stormwater quality Minimum Control Measures (MCM):

1. Public Education, Outreach, and Involvement
2. Illicit Discharge Detection and Elimination (IDDE)
3. Construction Sites Stormwater Runoff Control
4. Post-Construction Stormwater Management in New Development and Redevelopment
5. Pollution Prevention and Good Housekeeping Measures for Municipal Operations
6. Industrial Stormwater Sources

Impaired Water Bodies

Discharges of the pollutant(s) of concern to impaired water bodies for which there is a TCEQ and EPA approved total maximum daily load (TMDL) are not eligible for this general permit unless they are consistent with the approved TMDL. A water body is impaired for purposes of the permit if it has been identified, pursuant to the latest TCEQ and EPA approved CWA §303(d) list, as not meeting Texas Surface Water Quality Standards.

The permittee shall control the discharges of pollutant(s) of concern to impaired waters and waters with approved TMDLs as provided in sections (a) and (b) below (*only section b provided in SWMP*), and shall assess the progress in controlling those pollutants.

(b) Discharges Directly to Water Quality Impaired Water Bodies without an Approved TMDL

The permittee shall also determine whether the permitted discharge is directly to one or more water quality impaired water bodies where a TMDL has not yet been approved by TCEQ and EPA. If the permittee discharges directly into an impaired water body without an approved TMDL, the permittee shall perform the following activities:

- (1) Discharging a Pollutant of Concern
 - a. Within the first year following the permit effective date, the permittee shall determine whether the small MS4 may be a source of the pollutant(s) of concern by referring to the CWA §303(d) list and then determining if discharges from the MS4 would be likely to contain the pollutant(s) of concern at levels of concern.
 - b. If the permittee determines that the small MS4 may discharge the pollutant(s) of concern to an impaired water body without an approved TMDL, the permittee shall, no later than two years following the permit effective date, ensure that the SWMP includes focused BMPs, along with corresponding measurable goals, that the permittee will implement, to reduce, the discharge of pollutant(s) of concern that contribute to the impairment of the water body.
 - c. In addition, no later than three years following the permit effective date, the permittee shall submit an NOC to amend the SWMP to include any additional BMPs to address the pollutant(s) of concern.
- (2) Impairment of Bacteria

Where the impairment is for bacteria, the permittee shall identify potential significant sources and develop and implement focused BMPs for those sources. The permittee may implement the BMPs listed in Part II.D.4(a)(5) or proposed alternative BMPs, as appropriate.
- (3) The annual report must include information on compliance with this section, including results of any sampling conducted by the permittee.

C. PROGRAM OVERVIEW

The Town of Prosper has developed this SWMP in accordance with TPDES requirements for obtaining authorization for stormwater and certain non-stormwater discharges. The SWMP describes specific actions that will be taken over a five-year period to reduce pollutants and protect the Town's stormwater quality. The SWMP also sets measurable goals and provides a schedule for the implementation of BMPs over the next five years. The permit will be renewed every five years, and permit conditions will reflect progress made in the Town to improve stormwater quality. Various BMPs have been developed for each of six required minimum control measures that are expected to minimize or eliminate stormwater pollutants discharged into the storm sewer system and provide water quality protection for receiving water bodies.

The SWMP was developed by Town staff from multiple departments (Stormwater Stakeholder Committee) and led by the Engineering Department. These "stakeholders" discussed and considered various structural and non-structural BMPs that were used in the selection to meet the six MCMs. Several BMPs were selected and shall be implemented throughout the five-year permit term authorized under the General Permit. The Stakeholder Committee was comprised by department heads and/or their designees from select Town departments including:

- Engineering
- Public Works
- Building Inspections
- Parks & Recreation
- Planning
- Library

Various other departments including the Fire Department, Police, Town Secretary, Utility Billing, Purchasing, Human Resources, and Town Administration were solicited for additional input. Supplementary advice was given through the Collin County MS4 Stormwater Forum.

The Best Management Practices (BMP's) proposed in this SWMP have been selected to address the six minimum control measures. These BMPs were selected based on analyzing existing practices in the Town of Prosper as well as nearby communities. After extensive research, additional BMPs were also chosen from the EPA's *National Menu of Stormwater Best Management Practices*, NCTCOG's *Stormwater BMPs: A Menu of Management Plan Options for Small MS4s in North Central Texas*, and various TCEQ resources.

Impaired Water Bodies: The Town of Prosper contributes stormwater runoff in the Upper Trinity River basin with areas contributing to the Lewisville Lake watershed and the Lake Lavon watershed by means of Doe Branch, Wilson Creek, Rutherford Creek and Parvin Branch. And according to CWA §303(d), Wilson Creek is listed as being an impaired body.

SegID: 0821C	Wilson Creek (unclassified water body) From the confluence with Lake Lavon in Collin County up to West FM 455 (NHD RC 12030106000086), just east of Celina, Collin Co., TX.		
<i>Parameter(s)</i>	<i>Category</i>	<i>Year Segment First Listed</i>	
bacteria	5c	2010	
0821C_01	Entire water body		

Category 5c - Additional data or information will be collected and/or evaluated for one or more parameters before a management strategy is selected.

The Town discharges in the listed water body segment which is listed as impaired for bacteria. Bacteria is likely to be found in stormwater discharges and may contribute to the impairment of the water body. While additional data or information shall be collected and/or evaluated before a management strategy is selected, this SWMP will include BMPs that will focus on the reduction of discharge of bacteria to the maximum extent practical. Specifically focused BMPs, along with corresponding measurable goals, will target sanitary sewer systems, on-site sewage facilities, illicit discharges and dumping, animal sources and residential education. The annual report will include information on compliance with these BMPs and corresponding measurable goals.

D. MINIMUM CONTROL MEASURES

Operators of small municipal separate storm sewer system (MS4) must develop and submit to the TCEQ, a stormwater management program (SWMP) that includes at least these six control measures:

- public education and outreach
- public involvement or participation
- detection and elimination of illicit discharges
- controls for stormwater runoff from construction sites
- post-construction stormwater management in areas of new development and redevelopment
- pollution prevention and “good housekeeping” measures for municipal operations

These measures must be developed by identifying and applying best management practices (BMPs). The minimum control measures include the regulatory requirements, a description of the selected BMP's along with the implementation schedule and measureable goals for the Town of Prosper's SWMP.

1. PUBLIC EDUCATION, OUTREACH, AND INVOLVEMENT

Regulatory Requirements:

(a) Public Education and Outreach

(1) All permittees shall develop, implement, and maintain a comprehensive stormwater education and outreach program to educate public employees, businesses, and the general public of hazards associated with the illegal discharges and improper disposal of waste and about the impact that stormwater discharges can have on local waterways, as well as the steps that the public can take to reduce pollutants in stormwater.

Existing permittees shall assess program elements that were described in the previous permit, modify as necessary, and develop and implement new elements, as necessary, to continue reducing the discharge of pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the program fully implemented by the end of this permit term. The program must, at a minimum:

STORMWATER MANAGEMENT PROGRAM

- a. Define the goals and objectives of the program based on high priority community-wide issues (for example, reduction of nitrogen in discharges from the small MS4, promoting previous techniques used in the small MS4, or improving the quality of discharges to the Edwards Aquifer);
 - b. Identify the target audience(s);
 - c. Develop or utilize appropriate educational materials, such as printed materials, billboard and mass transit advertisements, signage at select locations, radio advertisements, television advertisements, and websites; and
 - d. Determine cost effective and practical methods and procedures for distribution of materials.
- (2) Throughout the permit term, all permittees shall make the educational materials available to convey the program's message to the target audience(s) at least annually.
- (3) All permittees shall review and update as necessary, the SWMP and MCM implementation procedures required by Part III.A.2. Any changes must be reflected in the annual report. Such written procedures must be maintained, either on site or in the SWMP and made available for inspection by the TCEQ.
- (4) MS4 operators may partner with other MS4 operators to maximize the program and cost effectiveness of the required outreach.

(b) Public Involvement

All permittees shall involve the public, and, at minimum, comply with any state and local public notice requirements in the planning and implementation activities related to developing and implementing the SWMP, except that correctional facilities are not required to implement this portion of the MCM.

Existing permittees shall assess program elements that were described in the previous permit, modify as necessary, and develop and implement new elements, as necessary, to continue reducing the discharge of pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the program fully implemented by the end of this permit term. At a minimum, all permittees shall:

- (1) If feasible, consider using public input (for example, the opportunity for public comment, or public meetings) in the implementation of the program;
- (2) If feasible, create opportunities for citizens to participate in the implementation of control measures, such as stream clean-ups, storm drain stenciling, volunteer monitoring, volunteer "Adopt-A-Highway" programs, and educational activities; and
- (3) Ensure the public can easily find information about the SWMP.

Program Development

Objective: Through the selected BMPs, the Town of Prosper shall provide educational material to reach a range of audiences to help promote stormwater quality and to reduce pollutants within our waterways. Material shall be provided to reach residents, visitors, businesses, and Town employees in a variety of ways. Educational material shall be provided and updated at a minimum of annual intervals. Opportunities throughout the permit term shall be provided to allow the general public to offer public comment as well as participate in annual events. The goal is to educate residents and others about the importance of stormwater quality, and show what steps can be done to reduce pollutants in stormwater.

Selected BMPs:

BMP 1.1 Utility Bill Inserts

Description: Educational material regarding general stormwater information especially pertaining to TCEQ permit guidelines shall be included in utility bill inserts at least once per year. Material are to include a variety of information from year to year and shall include topics on hazards associated with illegal discharges and improper disposal of waste, as well as the impact that stormwater discharges can have on local waterways. The inserts will also contain

contact information for questions and comments. Inserts should reach all Prosper residents and businesses currently being served by Town utilities.

Measurable Goal: The number of Prosper resident and business addresses with utility inserts.

Schedule of Implementation:

- ~ Year 2: Create and insert material into utility bills.
- ~ Year 3-5: Update material and continue insertion into utility bills.

Responsible Department: Utility Billing

BMP 1.2 Social Media

Description: Informative and educational material will be posted on the Town's Facebook page annually containing general stormwater material pertaining to TCEQ permit guidelines. The Town will research additional forms of social media to provide material to the general public who are "connected" to Prosper. Social media such as Facebook allows users to interact with like minded individuals, and seek or share information on related topics.

Measurable Goal: Listed number of friends to Town Facebook page, and number of "likes" by Facebook users for each related post.

Schedule of Implementation:

- ~ Year 2: Create and post stormwater related material.
- ~ Year 3-5: Update material and continue yearly posts. Look into additional forms of social media to reach additional audiences and to continue to provide informative material.

Responsible Department: Public Works Department

BMP 1.3 Town Website

Description: Provide educational and informative material regarding stormwater related topics through links and the creation of a dedicated webpage. The webpage is to include general TCEQ permit information as well as Town staff contact information for questions or reporting purposes. Related topics will include information on hazards associated with illegal discharges and improper disposal of waste, as well as the impact that stormwater discharges can have on local waterways. Educational information addressing the impacts of bacteria on impaired water bodies and promoting its reduction shall be included. The webpage is typically the most used form of gathering information for a wide variety of users from businesses to consultants/developers to general public.

Measurable Goal: Webpage/related links up and running.

Schedule of Implementation:

- ~ Year 2: Add links to related stormwater educational websites such as Texas Smartscape website as well as related TCEQ webpage on Town Engineering webpage.
- ~ Year 3-5:
 - Continue to provide links to stormwater related websites.
 - Create stormwater webpage and provide links to various related material.
- ~ Year 4-5: Create intranet to allow easier access for Town staff to share information and Town guidelines with each other.

Responsible Department: Public Works Department

BMP 1.4 Reference Material at Town Library

Description: Provide educational material for reference at the Public Library. Reference material to include informative material relating to TCEQ stormwater permit, educational material on various stormwater BMP's including

information on bacteria and promotion of its reduction in stormwater discharge, and information relating to Town of Prosper stormwater management program.

Measurable Goal: Description of material provided.

Schedule of Implementation:

- ~ Year 2: Create and provide reference material at Library.
- ~ Year 3-5: Update material and continue to provide reference material.

Responsible Department: Library

BMP 1.5 Town Staff Education/Training

Description: Provide educational material to Town staff through various formats. Educational material related to stormwater issues as it relates to Town functions shall be sent via staff email as well as be available on the Town's intranet (once implemented). Additional training will be provided for staff directly related to construction activities.

Measurable Goal: Description of material provided.

Schedule of Implementation:

- ~ Year 2:
 - Create and email educational material using Town employee email.
 - Hold training sessions for specific Town staff as job functions relate to construction.
- ~ Year 3-5:
 - Update material and send out via staff email.
 - Continue staff training.
 - Provide educational information via the Town's intranet once implemented.

Responsible Department: Public Works Department

BMP 1.6 Stormwater Hotline

Description: Develop and advertise a dedicated stormwater hotline to solicit information related to illicit discharges and illegal dumping, stormwater complaints, and general comments regarding Prosper's stormwater management program.

Measurable Goal: Establish dedicated phone line for residents questions and complaints.

Schedule of Implementation:

- ~ Year 2: Provide contact info for Town staff to respond to resident questions and complaints on stormwater related issues.
- ~ Year 3-5: Provide dedicated phone hotline to address resident questions and complaints.

Responsible Department: Public Works Department

BMP 1.7 Educational Booth at Community Events

Description: Provide booth and/or table with various educational material and staffed with Town employees to collect input from event's attendees and provide educational material.

Measurable Goal: Number of events educational booth has been provided.

Schedule of Implementation:

- ~ Year 1-5: Provide booth at yearly Community events.

Responsible Department: Public Works Department

BMP 1.8 Household Hazardous Waste Collection and Recycling

Description: Participate in area household hazardous waste collection day and advertise to residents. Continue to enter into interlocal agreement with neighboring municipalities to allow collection of common household hazardous material.

Measurable Goal: Hold annual event to allow residents an opportunity to participate in activities that promote stormwater quality and reduction of pollutants in Town's waterways.

Schedule of Implementation:

~ Year 1-5: Hold and promote yearly event for household hazardous waste collection.

Responsible Department: Public Works Department

2. ILLICIT DISCHARGE DETECTION AND ELIMINATION

Regulatory Requirements:

(a) Program Development

(1) All permittees shall develop, implement, and enforce a program to detect, investigate, and eliminate illicit discharges into the small MS4. The program must include a plan to detect and address non-stormwater discharges, including illegal dumping to the MS4 system.

Existing permittees must assess program elements that were described in the previous permit, modify as necessary, and develop and implement new elements, as necessary, to continue reducing the discharge of pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the program fully implemented by the end of this permit term. See also Part III.A.1(c).

The Illicit Discharge Detection and Elimination (IDDE) program must include the following:

- a. An up-to-date MS4 map (see Part III.B.2.(c)(1));
- b. Methods for informing and training MS4 field staff (See Part III.B.2.(c)(2));
- c. Procedures for tracing the source of an illicit discharge (see Part III. B.2.(c)(5));
- d. Procedures for removing the source of the illicit discharge (see Part III.B.2.(c)(5));
- e. For Level 2, 3 and 4 small MS4s, if applicable, procedures to prevent and correct any leaking on-site sewage disposal systems that discharge into the small MS4;
- f. For Level 4 small MS4s, procedures for identifying priority areas within the small MS4 likely to have illicit discharges, and a list of all such areas identified in the small MS4 (See Part III.B.2.(g)(1)); and
- g. For Level 4 small MS4s, field screening to detect illicit discharges (See Part III.B.2.(g)(2)).

(2) For non-traditional small MS4s, if illicit connections or illicit discharges are observed related to another operator's MS4, the permittee shall notify the other MS4 operator within 48 hours of discovery. If notification to the other MS4 operator is not practicable, then the permittee shall notify the appropriate TCEQ regional office of the possible illicit connection.

(3) If another MS4 operator notifies the permittee of an illegal connection or illicit discharge to the small MS4, then the permittee shall follow the requirements specified in Part III.B.2.(c)(3).

(4) All permittees shall review and update as necessary, the SWMP and MCM implementation procedures required by Part III.A.2. Any changes must be reflected in the annual report. Such written procedures must be maintained, either on site or in the SWMP and made available for inspection by the TCEQ.

Allowable Non-Stormwater Discharges

Non-stormwater flows listed in Part II.C. do not need to be considered by the permittee as an illicit discharge requiring elimination unless the permittee or the TCEQ identifies the flow as a significant source of pollutants to the small MS4.

Requirements for all Permittees

All permittees shall include the requirements described below in Parts III.B.2(c)(1)-(6)

(1) MS4 mapping

- a. All permittees shall maintain an up-to-date MS4 map, which must be located on site and available for review by the TCEQ. The MS4 map must show at a minimum the following information:
- b. The location of all small MS4 outfalls that are operated by the permittee and that discharge into waters of the U.S;
- c. The location and name of all surface waters receiving discharges from the small MS4 outfalls; and
- d. Priority areas identified under Part III.B.2.(e)(1) if applicable.

(2) Education and Training

All permittees shall implement a method for informing or training all the permittee's field staff that may come into contact with or otherwise observe an illicit discharge or illicit connection to the small MS4 as part of their normal job responsibilities. Training program materials and attendance lists must be maintained on site and made available for review by the TCEQ.

(3) Public Reporting of Illicit Discharges and Spills

To the extent feasible, all permittees shall publicize and facilitate public reporting of illicit discharges or water quality impacts associated with discharges into or from the small MS4. The permittee shall provide a central contact point to receive reports; for example by including a phone number for complaints and spill reporting.

(4) All permittees shall develop and maintain on site procedures for responding to illicit discharges and spills.

(5) Source Investigation and Elimination

- a. Minimum Investigation Requirements – Upon becoming aware of an illicit discharge, all permittees shall conduct an investigation to identify and locate the source of such illicit discharge as soon as practicable.
 - (i) All permittees shall prioritize the investigation of discharges based on their relative risk of pollution. For example, sanitary sewage may be considered a high priority discharge.
 - (ii) All permittees shall report to the TCEQ immediately upon becoming aware of the occurrence of any illicit flows believed to be an immediate threat to human health or the environment.
 - (iii) All permittees shall track all investigations and document, at a minimum, the date(s) the illicit discharge was observed; the results of the investigation; any follow-up of the investigation; and the date the investigation was closed.
- b. Identification and Investigation of the Source of the Illicit Discharge –All permittees shall investigate and document the source of illicit discharges where the permittees have jurisdiction to complete such an investigation. If the source of illicit discharge extends outside the permittee's boundary, all permittees shall notify the adjacent permitted MS4 operator or TCEQ's Field Operation Support Division according to Part III.A.3.b.
- c. Corrective Action to Eliminate Illicit Discharge
 - (i) If and when the source of the illicit discharge has been determined, all permittees shall immediately notify the responsible party of the problem, and shall require the responsible party to perform all necessary corrective actions to eliminate the illicit discharge.

(6) Inspections –The permittee shall conduct inspections, as determined appropriate, in response to complaints, and shall conduct follow-up inspections as needed to ensure that corrective measures have been implemented by the responsible party.

Additional Requirements for Level 3 and 4 small MS4s

In addition to the requirements described in Parts III.B.2(c)(1)-(6) above, permittees who operate levels 3 and 4 small MS4s shall meet the following requirements:

(1) Source Investigation and Elimination

Permittees who operate level 3 and 4 small MS4 shall upon being notified that the discharge has been eliminated, conduct a follow-up investigation or field screening, consistent with Part III.B.2.(e)(2), to verify that the discharge has been eliminated. The permittee shall document its follow-up investigation. The permittee may seek recovery and remediation costs from responsible parties consistent with Part III.A.3., and require compensation related costs. Resulting enforcement actions must follow the procedures for enforcement action in Part III.A.3. If the suspected source of the illicit discharge is authorized under an NPDES/TPDES permit or the discharge is listed as an authorized non-stormwater discharge, as described in Part III.C., no further action is required.

Additional Requirements for Level 4 small MS4s

In addition to the requirements described in Parts III.B.2(c)-(d) above, permittees who operate level 4 small MS4s shall meet the following requirements:

(1) Identification of Priority Areas

Permittees who operate level 4 small MS4s shall identify priority areas and shall document the basis for the selection of each priority area and shall create a list of all priority areas identified. This priority area list must be available for review by the TCEQ.

(2) Dry Weather Field Screening

By the end of the permit term, permittees who operate level 4 small MS4s shall develop and implement a written dry weather field screening program to assist in detecting and eliminating illicit discharges to the small MS4. Dry weather field screening must consist of (1) field observations; and (2) field screening, as needed. If dry weather field screening is necessary, at a minimum, the permittee shall:

- a. Conduct dry weather field screening in priority areas as identified by the permittee in Part III.B.2(e)(1). By the end of the permit term, all of those priority areas, although not necessarily all individual outfalls must be screened.
- b. Field observation requirements – The permittee shall develop written procedures for observing flows from outfalls when there has been at least 72 hours of dry weather. The written procedures should include the basis used to determine which outfalls would be observed. The permittee shall record visual observations such as odor, color, clarity, floatables, deposits, or stains.
- c. Field screening requirements – The permittee shall develop written procedures to determine which dry weather flows will be screened, based on results of field observations or complaint from the public or the permittee's trained field staff. At a minimum, when visual observations indicate a potential problem such as discolored flows, foam, surface sheen, and other similar indicators of contamination, the permittee shall conduct a field screening analysis for selected indicator pollutants as determined by the permittee. Screening methodology may be modified based on experience gained during the actual field screening activities. The permittee shall document the method used.

Program Development

Objective: The Town shall develop, implement, and enforce a program to detect, investigate, and eliminate illicit discharges into the small MS4. Town staff shall be trained to detect and investigate potential illicit discharges. Ordinances shall be created and implement to give Town authority to eliminate illicit discharges. Goal is to give Town employees tools to detect and enforce removal of illicit discharges.

Selected BMPs

BMP 2.1 Storm Sewer Map

Description: Develop a storm sewer map in accordance with TCEQ requirements. Use existing GIS data for current mapped infrastructure, and perform field survey where data is unavailable.

Measurable Goal: Creation of storm sewer map to show locations of existing storm sewer in addition to storm outfalls in relation to names receiving bodies of water/Waters of the U.S. Include locations and names of all surface waters receiving discharge from these outfalls.

Schedule of Implementation:

- ~ Year 2-3: Create Town storm sewer map of existing sewer system with use of existing GIS data. Survey older infrastructure missing from existing GIS mapping and integrate into storm sewer map. Add new data as development occurs.
- ~ Year 4-5: Update map due to continuing development within the Town.

Responsible Department: Engineering Department

BMP 2.2 Stormwater Management Ordinance - Illicit Discharge Elimination

Description: Review and update existing ordinances and create new ordinances as needed to comply with current TCEQ requirements to provide the Town of Prosper the authority to require the elimination of illicit connections or illegal dumping activities within the Town. Ordinance to address the reduction of bacteria in stormwater discharge into Wilson Creek as well as other water bodies.

Measurable Goal: Create Ordinance to give Town of Prosper authority to eliminate illicit discharges and issue fines, as needed.

Schedule of Implementation:

- ~ Year 2-3: Draft and adopt Illicit Discharge Ordinance and get public input.
- ~ Year 3-5: Commence enforcement and track process. Update and modify, as needed.

Responsible Department: Public Works Department

BMP 2.3 Illicit Discharge Investigation and Elimination

Description: Conduct investigations to determine the source of illicit connections and illegal dumping activities. Follow procedures to remove source of the illicit discharge, and issues fines, as needed. Procedures to include prevention and correction of leaking on-site sewage disposal systems.

Measurable Goal: Track number of investigations performed. Track number of detected discharges.

Schedule of Implementation:

- ~ Year 2-3: Draft and adopt Illicit Discharge Ordinance. Train appropriate personnel. Create procedures to remove illicit discharge.
- ~ Year 3-5: Conduct investigations in accordance with established parameters. Issue fines.
- ~ Year 4-5: Continue and update training for appropriate personnel. Update procedures, as needed.

Responsible Department: Public Works Department / Code Compliance Department

BMP 2.4 Household Hazardous Waste Collection and Recycling (also BMP 1.8)

Description: Participate in area household hazardous waste collection day and advertise to residents. Continue to enter into interlocal agreement with neighboring municipalities to allow collection of common household hazardous material.

Measurable Goal: Hold annual event to allow residents opportunity to participate in activities that promote stormwater quality and reduction of pollutants in the Town's waterways.

Schedule of Implementation:

- ~ Year 1-5: Hold and promote yearly event for household hazardous waste collection.

Responsible Department: Public Works Department

BMP 2.5 Stormwater Hotline (also BMP 1.6)

Description: Develop and advertise a dedicated stormwater hotline to solicit information related to illicit discharges and illegal dumping, stormwater complaints, and general comments regarding Prosper's stormwater management program.

Measurable Goal: Establish dedicated phone line for residents questions and complaints.

Schedule of Implementation:

- ~ Year 2: Provide contact info for Town staff to respond to resident questions and complaints on stormwater related issues.
- ~ Year 3-5: Provide dedicated phone hotline to address resident questions and complaints.

Responsible Department: Public Works Department

BMP 2.6 Hazardous Material Spill Response

Description: Continue implementation of existing spill response procedures and training to contain and properly dispose hazardous material spills, and prevent those spills from entering the MS4. Review and update existing procedures and training, as needed.

Measurable Goal: Provide annual Haz-Mat training to Fire Department staff that includes topics covering stormwater quality impacts and preventing spills from entering the storm drain system and waterways. Document annual training provided.

Schedule of Implementation:

- ~ Year 1-5:
 - Continue implementation of existing procedures and training.
 - Track number of responses to spills / Hazmat incidents.
 - Track number of training hours for appropriate employees.

Responsible Department: Fire Department

3. CONSTRUCTION SITE STORMWATER RUNOFF CONTROL

Regulatory Requirements:

(a) Requirements and Control Measures

(1) All permittees shall develop, implement, and enforce a program requiring operators of small and large construction activities, as defined in Part I of this general permit, to select, install, implement, and maintain stormwater control measures that prevent illicit discharges to the MEP. The program must include the development and implementation of an ordinance or other regulatory mechanism, as well as sanctions to ensure compliance to the extent allowable under state, federal, and local law, to require erosion and sediment control.

Existing permittees shall assess program elements that were described in the previous permit, modify as necessary, and develop and implement new elements, as necessary, to continue reducing the discharge of

pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the program fully implemented by the end of this permit term.

If TCEQ waives requirements for stormwater discharges associated with small construction from a specific site(s), the permittee is not required to enforce the program to reduce pollutant discharges from such site(s).

(b) Requirements for all Permittees

All permittees shall include the requirements described below in Parts III.B.3(b)(1)-(7).

(1) All permittees shall review and update as necessary, the SWMP and MCM implementation procedures required by Part III.A.2. Any changes must be included in the annual report. Such written procedures must be maintained on site or in the SWMP and made available for inspection by the TCEQ.

(2) All permittees shall require that construction site operators implement appropriate erosion and sediment control BMPs. The permittee's construction program must ensure the following minimum requirements are effectively implemented for all small and large construction activities discharging to its small MS4.

- a. Erosion and Sediment Controls - Design, install, and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants.
- b. Soil Stabilization - Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating, or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization must be completed within a period of time determined by the permittee. In arid, semiarid, and drought-stricken areas, as determined by the permittee, where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures must be employed as specified by the permittee.
- c. BMPs – Design, install, implement, and maintain effective BMPs to minimize the discharge of pollutants to the small MS4. At a minimum, such BMPs must be designed, installed, implemented and maintained to:
 - (i) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters;
 - (ii) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater; and
 - (iii) Minimize the discharge of pollutants from spills and leaks.
- d. As an alternative to (a) through (c) above, all permittees shall ensure that all small and large construction activities discharging to the small MS4 have developed and implemented a stormwater pollution prevention plan (SWP3) in accordance with the TPDES CGP TXR150000. In arid, semiarid, and drought-stricken areas, as determined by the permittee, where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures must be employed as specified by the permittee. As an alternative, vegetative stabilization measures may be implemented as soon as practicable.

(3) Prohibited Discharges - The following discharges are prohibited:

- a. Wastewater from washout of concrete and wastewater from water well drilling operations, unless managed by an appropriate control;
- b. Wastewater from washout and cleanout of stucco, paint, from release oils, and other construction materials;
- c. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance;
- d. Soaps or solvents used in vehicle and equipment washing; and
- e. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, unless managed by appropriate BMPs.

(4) Construction Plan Review Procedures

To the extent allowable by state, federal, and local law, all permittees shall maintain and implement site plan review procedures, that describe which plans will be reviewed as well as when an operator may begin construction. For those permittees without legal authority to enforce site plan reviews, this requirement is limited to those sites operated by the permittee and its contractors and located within the permittee's regulated area. The site plan procedures must meet the following minimum requirements:

- a. The site plan review procedures must incorporate consideration of potential water quality impacts.
- b. The permittee may not approve any plans unless the plans contain appropriate site specific construction site control measures that, at a minimum, meet the requirements described in Part III.B.3.(a) or in the TPDES CGP, TXR150000.

The permittee may require and accept a plan, such as a SWP3, that has been developed pursuant to the CGP, TXR150000.

(5) Construction Site Inspections and Enforcement

To the extent allowable by state, federal, and local law, all permittees shall implement procedures for inspecting large and small construction projects. Permittees without legal authority to inspect construction sites shall at a minimum conduct inspections of sites operated by the permittee or its contractors and that are located in the permittee's regulated area.

- a. Inspections must occur at a frequency determined by the permittee, based on the evaluation of factors that are a threat to water quality, such as: soil erosion potential; site slope; project size and type; sensitivity of receiving waterbodies; proximity to receiving waterbodies; non-stormwater discharges; and past record of non-compliance by the operators of the construction site.
- b. Inspections must occur during the active construction phase.
 - (i) All permittees shall develop, implement, and revise as necessary, written procedures outlining the inspection and enforcement requirements. These procedures must be maintained on site or in the SWMP and be made available to TCEQ.
 - (ii) Inspections of construction sites must, at a minimum:
 1. Determine whether the site has appropriate coverage under the TPDES CGP, TXR150000. If no coverage exists, notify the permittee of the need for permit coverage.
 2. Conduct a site inspection to determine if control measures have been selected, installed, implemented, and maintained according to the small MS4's requirements.
 3. Assess compliance with the permittee's ordinances and other regulations.
 4. Provide a written or electronic inspection report.
- c. Based on site inspection findings, all permittees shall take all necessary follow-up actions (for example, follow-up-inspections or enforcement) to ensure compliance with permit requirements and the SWMP. These follow-up and enforcement actions must be tracked and maintained for review by the TCEQ.

For non-traditional small MS4s with no enforcement powers, the permittee shall notify the adjacent MS4 operator with enforcement authority or the TCEQ's Field Operations Support Division according to Part III.A.3(b).

(6) Information submitted by the Public

All permittees shall develop, implement, and maintain procedures for receipt and consideration of information submitted by the public.

(7) MS4 Staff Training

All permittees shall ensure that all staff whose primary job duties are related to implementing the construction stormwater program (including permitting, plan review, construction site inspections, and enforcement) are informed or trained to conduct these activities. The training may be conducted by the permittee or by outside trainers.

(c) Additional Requirements for Level 3 and 4 small MS4s

In addition to the requirements described in Parts III.B.3(b)(1)-(7) above, permittees who operate levels 3 and 4 small MS4s shall meet the following requirements:

(1) Construction Site Inventory

Permittees who operate levels 3 and 4 small MS4s shall maintain an inventory of all permitted active public and private construction sites, that result in a total land disturbance of one or more acres or that result in a total land disturbance of less than one acre if part of a larger common plan or development or sale. Notification to the small MS4 should be made by submittal of a copy of an NOI or a small construction site notice. The permittee shall make this inventory available to the TCEQ upon request.

Program Development

Objective: Town shall develop, implement, and enforce a program to address stormwater runoff from construction sites one acre or greater to promote stormwater quality and prevent pollutants from entering waterways. Town staff shall be trained to implement and enforce maintenance of construction stormwater BMPs. Ordinances shall be created to require erosion and sediment control measures for all new and existing construction with the goal being to reduce pollutants from construction sites.

Selected BMPs

BMP 3.1 Stormwater Management Ordinance - Erosion and Sediment Control Requirements

Description: Develop Town ordinance requiring the implementation of appropriate erosion and sediment control BMP's as well as other TCEQ permit requirements.

Measurable Goal: Create Ordinance to give Town of Prosper authority to require implementation of erosion and sediment control BMP's.

Schedule of Implementation:

- ~ Year 2-3: Draft and Adopt Erosion and Sediment Control Ordinance and get public input.
- ~ Year 3-5: Commence enforcement and track process. Update and modify as needed.

Responsible Department: Public Works Department

BMP 3.2 Requirements for Construction Site Contractors

Description: Update and continue to implement requirements for construction site contractors as it relates to construction site runoff.

Measurable Goal:

- A.** Develop construction plan review checklist to use during plan review process. Require consultants to prepare plans in accordance with stormwater ordinance and developed checklist.
- B.** Develop procedures to control waste such as discarded building materials, concrete truck washout water, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality.

Schedule of Implementation:

- ~ Year 2:
 - Draft and implement construction plan review checklist. Require Consultants to follow checklist guidelines.
 - Develop procedures to control waste from construction site contractors
- ~ Year 3-5: Review and update checklist and procedures, as need. Continue to implement procedures.

Responsible Department: Public Works Department

BMP 3.3 Construction Site Inspections

Description: Develop procedures for construction site inspections and enforcement of erosion and sediment control requirements for regulated construction activities.

Measurable Goal: Develop and implement inspection and enforcement program.

Schedule of Implementation:

- ~ Year 2: Draft procedures for construction site inspections and enforcement of erosion and sediment control requirements. Train appropriate staff.
- ~ Year 3-5: Continue to implement procedures for construction site inspections. Review and update procedures, as necessary.

Responsible Department: Public Works Department

BMP 3.4 Receipt and Consideration of Information from Public

Description: The Town is to develop program to receive and consider information provided by the public in the development of procedures of construction site stormwater runoff. The Town is to use various medium such as stormwater hotline, social media, public input meetings, and other to collect information provided by Town residents and the general public.

Measurable Goal: Development of program to receive input from the public regarding procedures as it relates to construction site runoff. Review and consider public input, and incorporate into procedures, as appropriate.

Schedule of Implementation:

- ~ Year 2: Develop a program using existing mediums to collect public input as it relates to construction site runoff. Periodically review and consider information provided by public and modify the program as appropriate.
- ~ Year 3-5: Continue to develop a program as new forms of information collection methods are established, and additional public input is received.

Responsible Department: Public Works Department

4. POST-CONSTRUCTION STORMWATER MANAGEMENT IN NEW DEVELOPMENT AND REDEVELOPMENT

Regulatory Requirements:

(a) Post-Construction Stormwater Management Program

(1) All permittees shall develop, implement and enforce a program, to the extent allowable under state, federal, and local law, to control stormwater discharges from new development and redeveloped sites that discharge into the small MS4 that disturb one acre or more, including projects that disturb less than one acre that are part of a larger common plan of development or sale. The program must be established for private and public

development sites. The program may utilize an offsite mitigation and payment in lieu of components to address this requirement.

Existing permittees shall assess program elements that were described in the previous permit, modify as necessary, to continue reducing the discharge of pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the program fully implemented by the end of the permit term.

(2) All permittees shall use, to the extent allowable under state, federal, and local law and local development standards, an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects. The permittees shall establish, implement, and enforce a requirement, that owners or operators of new development and redeveloped sites design, install, implement, and maintain a combination of structural and non-structural BMPs appropriate for the community and that protects water quality. If the construction of permanent structures is not feasible due to space limitations, health and safety concerns, cost effectiveness, or highway construction codes, the permittee may propose an alternative approach to TCEQ. Newly regulated permittees shall have the program element fully implemented by the end of the permit term.

(b) Requirements for all Permittees

All permittees shall include the requirements described below in Parts III.B.4.(b)(1)-(3)

(1) All permittees shall review and update as necessary, the SWMP and MCM implementation procedures required by Part III.A.2. Any changes must be included in the annual report. Such written procedures must be maintained either on site or in the SWMP and made available for inspection by TCEQ.

(2) All permittees shall document and maintain records of enforcement actions and make them available for review by the TCEQ.

(3) Long-Term Maintenance of Post-Construction Stormwater Control Measures

All permittees shall, to the extent allowable under state, federal, and local law, ensure the long-term operation and maintenance of structural stormwater control measures installed through one or both of the following approaches:

- a. Maintenance performed by the permittee. See Part III.B.5.
- b. Maintenance performed by the owner or operator of a new development or redeveloped site under a maintenance plan. The maintenance plan must be filed in the real property records of the county in which the property is located. The permittee shall require the owner or operator of any new development or redeveloped site to develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. The permittee shall require operation and maintenance performed is documented and retained on site, such as at the offices of the owner or operator, and made available for review by the small MS4.

(c) Additional Requirements for Level 4 small MS4s

In addition to the requirements described in Parts III.B.5(b)(1)-(3) above, permittees who operate level 4 small MS4s shall meet the following requirements:

(1) Inspections - Permittees who operate level 4 small MS4s shall develop and implement an inspection program to ensure that all post construction stormwater control measures are operating correctly and are being maintained as required consistent with its applicable maintenance plan. For small MS4s with limited enforcement authority, this requirement applies to the structural controls owned and operated by the small MS4 or its contractors that perform these activities within the small MS4's regulated area.

- a. Inspection Reports - The permittee shall document its inspection findings in an inspection report and make them available for review by the TCEQ.

Program Development

Objective: The Town shall develop, implement, and enforce a program to address stormwater runoff from new development and redeveloped sites to promote stormwater quality and prevent pollutants from entering waterways. Town staff shall create and implement a program to require structural and non-structural BMPs for new development and redeveloped sites. Ordinances shall be created and implemented to give Town authority to enforce the program. The goal is to reduce pollutants from new development and redeveloped sites long-term and protect water quality.

Selected BMPs**BMP 4.1 Engineering Design Requirements**

Description: Update engineering design manuals to include structural and non-structural BMP's in site development design for post-construction stormwater management.

Measurable Goal: Creation of post-construction stormwater runoff control guidelines within Engineering Design Manuals.

Schedule of Implementation:

- ~ Year 2: Create/update engineering design manuals to include design guidelines to address post-construction stormwater runoff. Implement guidelines with construction plan review process.
- ~ Year 3-5: Continue to implement guidelines. Review and update requirements, as appropriate.

Responsible Department: Engineering Department

BMP 4.2 Stormwater Management Ordinance - Post-Construction Requirements

Description: Develop a Town ordinance requiring permanent post-construction stormwater runoff controls for regulated new development and redevelopment projects to prevent or minimize water quality impacts. Utilize and reference existing ordinances that provide some post-construction controls.

Measurable Goal: Create an ordinance to give the Town of Prosper authority to require post-construction stormwater runoff controls.

Schedule of Implementation:

- ~ Year 2-3: Draft and adopt Post-Construction Requirements Ordinance and get public input.
- ~ Year 4-5: Implement requirements and track process. Update and modify, as needed.

Responsible Department: Engineering Department

BMP 4.3 Structural and Non-Structural BMP Maintenance

Description: The Town shall develop public/private partnerships with Homeowner Associations (HOA), developers, or other private entity to provide long-term maintenance of post-construction BMP's as it relates to development and water quality. The Town to develop Post-Construction BMP Operation and Maintenance documents for distribution to developers and HOAs to aid in long-term maintenance.

Measurable Goal: Development of a program to create public/private partnerships for maintenance of post-construction BMPs. Creation of O&M documents to distribute to developers and HOAs.

Schedule of Implementation:

- ~ Year 2: Develop program. Seek input from public and local developers. Create documents for distribution.
- ~ Year 3-5: Continue to develop public/private partnerships for maintenance of post-construction BMPs. Review and modify program, as appropriate.

Responsible Department: Engineering / Planning Departments

5. POLLUTION PREVENTION/GOOD HOUSEKEEPING FOR MUNICIPAL OPERATIONS**Regulatory Requirements:****(a) Program Development**

(1) All permittees shall develop and implement an operation and maintenance program, including an employee training component that has the ultimate goal of preventing or reducing pollutant runoff from municipal activities and municipally owned areas including but not limited to park and open space maintenance; street, road, or highway maintenance; fleet and building maintenance; stormwater system maintenance; new construction and land disturbances; municipal parking lots; vehicle and equipment maintenance and storage yards; waste transfer stations; and salt/sand storage locations.

Existing permittees shall assess program elements that were described in the previous permit, modify as necessary, and develop and implement new elements, as necessary, to continue reducing the discharges of pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the program fully implemented by the end of this permit term. (See also Part III.A.1.(c))

(b) Requirements for all Permittees

All permittees shall include the requirements described below in Parts III.B.5.(1)-(6) in the program:

(1) Permittee-owned Facilities and Control Inventory

All permittees shall develop and maintain an inventory of facilities and stormwater controls that it owns and operates within the regulated area of the small MS4. If feasible, the inventory may include all applicable permit numbers, registration numbers, and authorizations for each facility or controls. The inventory must be available for review by TCEQ and must include, but is not limited, to the following, as applicable:

- a. Composting facilities;
- b. Equipment storage and maintenance facilities;
- c. Fuel storage facilities;
- d. Hazardous waste disposal facilities;
- e. Hazardous waste handling and transfer facilities;
- f. Incinerators;
- g. Landfills;
- h. Materials storage yards;
- i. Pesticide storage facilities;
- j. Buildings, including schools, libraries, police stations, fire stations, and office buildings;
- k. Parking lots;
- l. Golf courses;
- m. Swimming pools;
- n. Public works yards;
- o. Recycling facilities;
- p. Salt storage facilities;
- q. Solid waste handling and transfer facilities;
- r. Street repair and maintenance sites;
- s. Vehicle storage and maintenance yards; and
- t. Structural stormwater controls.

(2) Training and Education

All permittees shall inform or train appropriate employees involved in implementing pollution prevention and good housekeeping practices. All permittees shall maintain a training attendance list for inspection by TCEQ when requested.

(3) Disposal of Waste Material - Waste materials removed from the small MS4 must be disposed of in accordance with 30 TAC Chapters 330 or 335, as applicable.

(4) Contractor Requirements and Oversight

- a. Any contractors hired by the permittee to perform maintenance activities on permittee-owned facilities must be contractually required to comply with all of the stormwater control measures, good housekeeping practices, and facility specific stormwater management operating procedures described in Parts III B.5.(2)-(6).
- b. All permittees shall provide oversight of contractor activities to ensure that contractors are using appropriate control measures and SOPs. Oversight procedures must be developed before the end of the permit term and maintained on site and made available for inspection by TCEQ.

(5) Municipal Operation and Maintenance Activities

Assessment of permittee-owned operations

- a. All permittees shall evaluate operation and maintenance (O&M) activities for their potential to discharge pollutants in stormwater, including but not limited to:
 - (i) Road and parking lot maintenance may include such areas as pothole repair, pavement marking, sealing, and re-paving;
 - (ii) Bridge maintenance may include such areas as re-chipping, grinding, and saw cutting;
 - (iii) Cold weather operations, including plowing, sanding, and application of deicing and anti-icing compounds and maintenance of snow disposal areas; and
 - (iv) Right-of-way maintenance, including mowing, herbicide and pesticide application, and planting vegetation.
- b. All permittees shall identify pollutants of concern that could be discharged from the above O&M activities (for example, metals; chlorides; hydrocarbons such as benzene, toluene, ethyl benzene, and xylenes; sediment; and trash).
- c. All permittees shall develop and implement a set of pollution prevention measures that will reduce the discharge of pollutants in stormwater from the above activities. These pollution prevention measures may include the following examples:
 - (i) Replacing materials and chemicals with more environmentally benign materials or methods;
 - (ii) Changing operations to minimize the exposure or mobilization of pollutants to prevent them from entering surface waters; and
 - (iii) Placing barriers around or conducting runoff away from deicing chemical storage areas to prevent discharge into surface waters.
- d. Inspection of pollution prevention measures - All pollution prevention measures implemented at permittee-owned facilities must be visually inspected at a frequency determined by the permittee to ensure they are working properly. A log of inspections must be maintained and made available for review by the TCEQ upon request.

(6) Structural Control Maintenance

If BMPs include structural controls, maintenance of the controls must be performed at a frequency determined by the permittee and consistent with maintaining the effectiveness of the BMP.

(c) Additional Requirements for Level 3 and 4 small MS4s:

In addition to the requirements described in Parts.B.5.(b)(1)-(6) above, permittees who operate levels 3 or 4 small MS4s shall meet the following requirements:

(1) Storm Sewer System Operation and Maintenance

- a. Permittees who operate levels 3 or 4 small MS4s shall develop and implement an O&M program to reduce to the maximum extent practicable the collection of pollutants in catch basins and other surface drainage structures.
- b. Permittees who operate levels 3 or 4 small MS4s shall develop a list of potential problem areas. The permittees shall identify and prioritize problem areas for increased inspection (for example, areas with recurrent illegal dumping).

(2) Operation and Maintenance Program to Reduce Discharges of Pollutants from Roads Permittees who operate level 3 or 4 small MS4s shall implement an O&M program that includes, if feasible and practicable, a street sweeping and cleaning program, or an equivalent BMP such as an inlet protection program, which must include an implementation schedule and a waste disposal procedure. The basis for the decision must be included in the SWMP. If a street sweeping and cleaning program is implemented, the permittee shall evaluate the following permittee-owned and operated areas for the program: streets, road segments, and public parking lots including, but not limited to, high traffic zones, commercial and industrial districts, sport and event venues, and plazas, as well as areas that consistently accumulate high volumes of trash, debris, and other stormwater pollutants.

- a. Implementation schedules – If a sweeping program is implemented, the permittee shall sweep the areas in the program (for example, the streets, roads, and public parking lots) in accordance with a frequency and schedule determined in the permittee's O&M program.
- b. For areas where street sweeping is technically infeasible (for example, streets without curbs), the permittee shall focus implementation of other trash and litter control procedures, or provide inlet protection measures to minimize pollutant discharges to storm drains and creeks.
- c. Sweeper Waste Material Disposal – If utilizing street sweepers, the permittee shall develop a procedure to dewater and dispose of street sweeper waste material and shall ensure that water and material will not reenter the small MS4.

(3) Mapping of Facilities

Permittees who operate levels 3 or 4 small MS4s shall, on a map of the area regulated under this general permit, identify where the permittee-owned and operated facilities and stormwater controls are located.

(4) Facility Assessment

Permittees who operate levels 3 or 4 small MS4s shall perform the following facility assessment in the regulated portion of the small MS4 operated by the permittee:

- a. Assessment of Facilities' Pollutant Discharge Potential - The permittee shall review the facilities identified in Part III.B.5.(b) once per permit term for their potential to discharge pollutants into stormwater.
- b. Identification of *high priority* facilities - Based on the Part III.B.5.(c)(4)a. assessment, the permittee shall identify as *high priority* those facilities that have a high potential to generate stormwater pollutants and shall document this in a list of these facilities. Among the factors that must be considered in giving a facility a high priority ranking are the amount of urban pollutants stored at the site, the identification of improperly stored materials, activities that must not be performed outside (for example, changing automotive fluids, vehicle washing), proximity to waterbodies, proximity to sensitive aquifer recharge features, poor housekeeping practices, and discharge of pollutant(s) of concern to impaired water(s). High priority facilities must include, at a minimum, the permittee's maintenance yards, hazardous waste facilities, fuel storage locations, and any other facilities at which chemicals or other materials have a high potential to be discharged in stormwater.
- c. Documentation of Assessment Results - The permittee shall document the results of the assessments and maintain copies of all site evaluation checklists used to conduct the assessments. The documentation must

include the results of the permittee's initial assessment, and any identified deficiencies and corrective actions taken.

(5) Development of Facility Specific SOPs

Permittees who operate levels 3 or 4 small MS4s shall develop facility specific stormwater management SOPs. The permittee may utilize existing plans or documents that may contain the following required information:

- a. For each high priority facility identified in Part III.B.5.(c)(4)b., the permittee shall develop an SOP that identifies BMPs to be installed, implemented, and maintained to minimize the discharge of pollutants in stormwater from each facility.
- b. A hard or electronic copy of the facility-specific stormwater management SOP (or equivalent existing plan or document) must be maintained and available for review by the TCEQ. The SOP must be kept on site when possible and must be updated as necessary.

(6) Stormwater Controls for High Priority Facilities

Permittees who operate levels 3 or 4 small MS4s shall implement the following stormwater controls at all high priority facilities identified in Part III.B.5.(c)(4)b. A description of BMPs developed to comply with this requirement must be included in each facility specific SOP:

- a. General good housekeeping – Material with a potential to contribute to stormwater pollution should be sheltered from exposure to stormwater when feasible.
- b. De-icing and anti-icing material storage - The permittee shall ensure, to the MEP, that stormwater runoff from storage piles of salt and other de-icing and anti-icing materials is not discharged; or shall ensure that any discharges from the piles are authorized under a separate discharge permit.
- c. Fueling operations and vehicle maintenance - The permittee shall develop SOPs (or equivalent existing plans or documents) which address spill prevention and spill control at permittee-owned and operated vehicle fueling, vehicle maintenance, and bulk fuel delivery facilities.
- d. Equipment and vehicle washing - The permittee shall develop SOPs that address equipment and vehicle washing activities at permittee-owned and operated facilities. The discharge of equipment and vehicle wash water to the small MS4 or directly to receiving waters from permittee-owned facilities is not authorized under this general permit. To ensure that wastewater is not discharged under this general permit, the permittee's SOP may include installing a vehicle wash reclaim system, capturing and hauling the wastewater for proper disposal, connecting to sanitary sewer (where applicable and approved by local authorities), ceasing the washing activity, or applying for and obtaining a separate TPDES permit.

(7) Inspections

Permittees who operate levels 3 or 4 small Ms4s shall develop and implement an inspection program, which at a minimum must include periodic inspections of high priority permittee-owned facilities. The results of the inspections and observations must be documented and available for review by the TCEQ.

(d) Additional Requirements for Level 4 small MS4s:

In addition to all the requirements described in Parts III.B.5(b) and III.B.5.(c) above, permittees who operate level 4 small MS4s shall meet the following requirements:

(1) Pesticide, Herbicide, and Fertilizer Application and Management

- a. Landscape maintenance - The permittee shall evaluate the materials used and activities performed on public spaces owned and operated by the permittee such as parks, schools, golf courses, easements, public rights-of-way, and other open spaces for pollution prevention opportunities. Maintenance activities for the turf landscaped portions of these areas may include mowing, fertilization, pesticide application, and irrigation. Typical pollutants include sediment, nutrients, hydrocarbons, pesticides, herbicides, and organic debris.

- b. The permittee shall implement the following practices to minimize landscaping-related pollutant generation with regard to public spaces owned and operated by the permittee:
 - (i) Educational activities, permits, certifications, and other measures for the permittee's applicators and distributors.
 - (ii) Pest management measures that encourage non-chemical solutions where feasible. Examples may include:
 - a) Use of native plants or xeriscaping;
 - b) Keeping clippings and leaves out the small MS4 and the street by encouraging mulching, composting, or landfilling;
 - c) Limiting application of pesticides and fertilizers if precipitation is forecasted within 24 hours, or as specified in label instructions; and
 - d) Reducing mowing of grass to allow for greater pollutant removal, but not jeopardizing motorist safety.
- c. The permittee shall develop schedules for chemical application in public spaces owned and operated by the permittee that minimize the discharge of pollutants from the application due to irrigation and expected precipitation.
- d. The permittee shall ensure collection and proper disposal of the permittee's unused pesticides, herbicides, and fertilizers.

Program Development

Objective: Develop operation and maintenance program and "good housekeeping" procedures for range of municipal activities in order to reduce or prevent pollutants into our waterways.

Selected BMPs

BMP 5.1 Municipal Best Management Practices

Description: Develop methods and procedures that will include good housekeeping measures and structural/non-structural BMPs to prevent and reduce stormwater pollution from municipal operations. Procedures to focus on, but not be limited to Town facilities and those staff that routinely maintain those facilities. Town facilities and operations include:

- Park and Athletic Field Maintenance
- Street Maintenance
- Storm Sewer Maintenance
- Material Storage
- New Construction
- Vehicle Maintenance

Measurable Goal: Develop procedures for Town staff to implement in routine maintenance of municipal operations.

Schedule of Implementation:

- ~ Year 2-3: Draft procedures to include good housekeeping measures and BMPs to help prevent and reduce stormwater pollution from municipal operations. Begin implementation of procedures.
- ~ Year 4-5: Continue to implement. Review and modify procedures, as appropriate.

Responsible Department: Parks and Recreation / Public Works / Engineering Department

BMP 5.2 Town Staff Training Program

Description: Develop an annual training program to inform and train Town staff about methods to prevent and reduce stormwater pollution from municipal operations. Training to include procedures developed from BMP 6.1 which consists of good housekeeping measures and BMPs that will assist in the reduction of stormwater pollutant runoff.

Measurable Goal: Develop training program and train all employees, who are directly involved in the maintenance of municipal operations.

Schedule of Implementation:

- ~ Year 2-3: Develop training program and provide annual training to directors, managers, and supervisors directly related to the maintenance of municipal operations.
- ~ Year 4-5: Continue to train directors, managers, and supervisors. Adjust program to include all employees related to maintenance of municipal operations. Review and modify training program, as appropriate.

Responsible Department: Engineering Department

BMP 5.3 Audit Municipal Facilities and Equipment for Environmental Management

Description: Municipal facilities can have an impact on stormwater quality. A list of municipal activities with a potential to affect stormwater quality will be created, as well as a list of staff with responsibilities related to those activities. Activities that have a positive effect on stormwater quality will be encouraged, and activities with an adverse effect will be evaluated and modified to ensure all preventative measures are being followed to prevent stormwater pollution.

Measurable Goal: A thorough assessment of current activities will be conducted in order to identify positive and negative water quality activities. The results of the audit will be used in developing the procedures in BMP 6.1 and included in the training for BMP 6.2.

Schedule of Implementation:

- ~ Year 2: Conduct audit of current municipal activities and operations. Group into positive and negative impacting categories. Determine if further preventative measures need to be taken in order to prevent pollutants from entering local waterways.
- ~ Year 3-5: Conduct yearly audits on existing and newly formed activities, and make adjustments, as appropriate.

Responsible Department: Engineering Department

BMP 5.4 Maintenance Contractor Requirements and Oversight

Description: Contractors hired by the Town to perform maintenance activities on Town-owned facilities will be contractually required to comply with all of the stormwater control measures, good housekeeping practices, and facility-specific stormwater management operating procedures implemented by the Town. The Town will provide adequate oversight of contractor activities to ensure that contractors are using appropriate control measures and standard operating procedures. Oversight procedures will be developed.

Measurable Goal: Complete development of new standard contract language that includes appropriate reference to standard operating procedures and stormwater plans. Include standard contract language and SOPs in all new contracts.

Schedule of Implementation:

- ~ Year 2-3: Development new standard contract language.
- ~ Year 4-5: Contractually require service providers to comply with all control measures and operational procedures. Provide adequate oversight of contractor activities

Responsible Department: Engineering / Public Works

6. INDUSTRIAL STORMWATER SOURCES

Regulatory Requirements:

- (a) Permittees operating a level 4 small MS4 shall include the requirements described below in Part III. B.6.(1) – this requirement is only applicable to level 4 MS4s

(1) Permittees who operate level 4 small MS4s shall identify and control pollutants in stormwater discharges to the small MS4 from permittee's landfills; other treatment, storage, or disposal facilities for municipal waste (for example, transfer stations and incinerators); hazardous waste treatment, storage, disposal and recovery facilities and facilities that are subject to Emergency Planning and Community Right-to-Know Act (EPCRA) Title III, Section 313; and any other industrial or commercial discharge the permittee determines are contributing a substantial pollutant loading to the small MS4. The program must include priorities and procedures for inspections and for implementing control measures for such discharges.

Selected BMPs

MCM requirement is for level 4 small MS4s, and the Town of Prosper is currently a level 1. The Town has elected not to address BMPs for this MCM at this time.

E. RECORDKEEPING AND REPORTING

1. **RECORDKEEPING** - In accordance with the TPDES General Permit, the Town of Prosper shall retain all records, a copy of the TPDES general permit, and records of all data used to complete the application (NOI) for the general permit and satisfy the public participation requirements, for the remainder of the term of this general permit. The SWMP and a copy of the NOI shall be maintained at the Engineering Department:

Engineering Department
407 E. First Street
Prosper, Texas 75078

Copies of the SWMP are available to the public by request in writing to the Town Secretary, and shall be made available within 10 business days. Records shall be submitted to the TCEQ executive director upon request. Other records shall be provided in accordance with the Texas Public Information Act.

2. REPORTING

- a. **General Reporting** - According to 30 TAC ' 305.125(9), any noncompliance which may endanger human health or safety, or the environment, shall be reported to TCEQ. Such information shall be reported orally or by electronic facsimile transmission within 24 hours of becoming aware of the noncompliance. A written report shall be provided by the permittee to the TCEQ regional office and to the TCEQ Enforcement Division within five working days of becoming aware of the noncompliance. The noncompliance notification report shall contain the requirements listed in the TPDES Phase II MS4 general permit rules. The written report shall include:

- A description of the noncompliance and its cause;
- The potential danger to human or safety, or the environment;
- The period of noncompliance, including exact dates and times;
- If the noncompliance has not been corrected, the anticipated time it is expected to continue; and
- Steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects

- b. **Annual Report** - The Town shall submit concise annual reports to the executive director of the TCEQ at the end of each **permit year**. Copies of the annual report shall be made available for review upon request. The annual report will address the requirements listed in the TPDES Phase II MS4 general



STORMWATER MANAGEMENT PROGRAM

permit rules and shall include a summary of results, assessment of BMP's and proposed changes to the SWMP. Changes and/or modifications to the SWMP may include replacement of previously selected BMPs, alteration of the implementation schedule, or other changes.

APPENDIX A

TPDES GENERAL PERMIT TXR040000

TPDES GENERAL PERMIT
No. TXR040000



pursuant
Water Code
Water Act.

This is a new general permit issued
to Section 26.040 of the Texas
and Section 402 of the Clean

Texas Commission on Environmental Quality
P.O. Box 13087
Austin, TX 78711-3087

GENERAL PERMIT TO DISCHARGE UNDER THE
TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM
under provisions of
Section 402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

Small Municipal Separate Storm Sewer Systems

located in the state of Texas

may discharge directly to surface water in the state

only according to monitoring requirements and other conditions set forth in this general permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ or Commission), the laws of the State of Texas, and other orders of the Commission of the TCEQ. The issuance of this general permit does not grant to the permittee the right to use private or public property for conveyance of storm water and certain non-storm water discharges along the discharge route. This includes property belonging to but not limited to any individual, partnership, corporation or other entity. Neither does this general permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

This general permit and the authorization contained herein shall expire at midnight five years after the date of issuance.

ISSUED AND EFFECTIVE DATE:

For the Commission

TPDES General Permit No. TXR040000

**TCEQ GENERAL PERMIT NUMBER TXR040000
RELATING TO STORM WATER DISCHARGES ASSOCIATED WITH
SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS**

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Part I. Definitions and Terminology

A. Definitions

Best Management Practices (BMPs) - Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spills or leaks, waste disposal, or drainage from raw material storage areas.

Classified Segment - refers to a water body that is listed and described in Appendix A or Appendix C of the Texas Surface Water Quality Standards, at 30 TAC ' 307.10.

Clean Water Act (CWA) - The Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972, Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et.seq.

Common Plan of Development or Sale - A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities. A common plan of development or sale is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning requests, or other similar documentation and activities.

Construction Site Operator - The person or persons associated with a small or large construction project that meets either of the following two criteria:

- (a) the person or persons that have operational control over construction plans and specifications (including approval of revisions) to the extent necessary to meet the requirements and conditions of this general permit; or
- (b) the person or persons that have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a storm water pollution prevention plan for the site or other permit conditions (e.g. they are authorized to direct workers at a site to carry out activities required by the Storm Water Pollution Prevention Plan or comply with other permit conditions).

Conveyance - Curbs, gutters, man-made channels and ditches, drains, pipes, and other constructed features designed or used for flood control or to otherwise transport storm water runoff.

Daily Maximum - For the purposes of compliance with the numeric effluent limitations contained in this permit, this is the maximum concentration measured on a single day, by grab sample, within a period of one calendar year.

Discharge - When used without a qualifier, refers to the discharge of storm water runoff or certain non-storm water discharges as allowed under the authorization of this general permit.

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Final Stabilization - A construction site where either of the following conditions are met:

- (a) All soil disturbing activities at the site have been completed and a uniform (e.g. evenly distributed, without large bare areas) perennial vegetative cover with a density of 70% of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
- (b) For individual lots in a residential construction site by either:
 - (1) the homebuilder completing final stabilization as specified in condition (a) above; or
 - (2) the homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization.
- (c) For construction activities on land used for agricultural purposes (e.g. pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to a surface water and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above.

Ground Water Infiltration - For the purposes of this permit, groundwater that enters a municipal separate storm sewer system (including sewer service connections and foundation drains) through such means as defective pipes, pipe joints, connections, or manholes.

Illicit Connection - Any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

Illicit Discharge - Any discharge to a municipal separate storm sewer that is not entirely composed of storm water, except discharges pursuant to this general permit or a separate authorization and discharges resulting from emergency fire fighting activities.

Indian Country - Defined in 18 USC Section (') 1151, means (a) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and including rights-of-way running through the reservation; (b) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, and (c) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same. This definition includes all land held in trust for an Indian tribe.

Industrial Activities - manufacturing, processing, material storage, and waste material disposal areas (and similar areas where storm water can contact industrial pollutants related to the industrial activity) at an industrial facility described by the TPDES Multi Sector General Permit, TXR050000, or by another TCEQ or TPDES permit.

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Large Construction Activity - Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than five (5) acres of land. Large construction activity also includes the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five (5) acres of land. Large construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of a ditch, channel, or other similar storm water conveyance. Large construction activity does not include the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities.

Maximum Extent Practicable (MEP) - The technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in storm water discharges that was established by CWA ' 402(p). A discussion of MEP as it applies to small MS4s is found at 40 CFR ' 122.34.

MS4 Operator – For the purpose of this permit, the public entity, and/ or the entity contracted by the public entity, responsible for management and operation of the small municipal separate storm sewer system that is subject to the terms of this general permit.

Notice of Change (NOC) - Written notification from the permittee to the executive director providing changes to information that was previously provided to the agency in a notice of intent.

Notice of Intent (NOI) - A written submission to the executive director from an applicant requesting coverage under this general permit.

Notice of Termination (NOT) - A written submission to the executive director from a permittee authorized under a general permit requesting termination of coverage under this general permit.

Outfall - For the purpose of this permit, a point source at the point where a municipal separate storm sewer discharges to waters of the United States (U.S.) and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other waters of the U.S. and are used to convey waters of the U.S.

Permittee - The MS4 operator authorized under this general permit.

Permitting Authority - For the purposes of this general permit, the TCEQ.

Point Source - (from 40 CFR ' 122.22) any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural storm water runoff.

Pollutant(s) of Concern - Include biochemical oxygen demand (BOD), sediment or a parameter that addresses sediment (such as total suspended solids, turbidity or siltation), pathogens, oil and grease, and any pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from an MS4. (Definition from 40 CFR ' 122.32(e)(3)).

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Redevelopment - Alterations of a property that changed the footprint of a site or building in such a way that there is a disturbance of equal to or greater than one (1) acre of land. This term does not include such activities as exterior remodeling.

Small Construction Activity - Construction activities including clearing, grading, and excavating that result in land disturbance of equal to or greater than one (1) acre and less than five (5) acres of land. Small construction activity also includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) and less than five (5) acres of land. Small construction activity does not include routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, and original purpose of a ditch, channel, or other similar storm water conveyance. Small construction activity does not include the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities.

Small Municipal Separate Storm Sewer System (MS4) – refers to a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by the United States, a state, city, town, borough, county, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under § 208 of the CWA; (ii) Designed or used for collecting or conveying storm water; (iii) Which is not a combined sewer; (iv) Which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR § 122.2; and (v) Which was not previously authorized under a NPDES or TPDES individual permit as a medium or large municipal separate storm sewer system, as defined at 40 CFR §§122.26(b)(4) and (b)(7). This term includes systems similar to separate storm sewer systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. This term does not include separate storm sewers in very discrete areas, such as individual buildings. For the purpose of this permit, a very discrete system also includes storm drains associated with certain municipal offices and education facilities serving a nonresidential population, where those storm drains do not function as a system, and where the buildings are not physically interconnected to an MS4 that is also operated by that public entity.

Storm Water and Storm Water Runoff - Rainfall runoff, snow melt runoff, and surface runoff and drainage.

Storm Water Associated with Construction Activity - Storm water runoff from an area where there is either a large construction activity or a small construction activity.

Storm Water Management Program (SWMP) - A comprehensive program to manage the quality of discharges from the municipal separate storm sewer system.

Structural Control (or Practice) - A pollution prevention practice that requires the construction of a device, or the use of a device, to capture or prevent pollution in storm water runoff. Structural controls and practices may include but are not limited to: wet ponds, bioretention, infiltration basins, storm water wetlands, silt fences, earthen dikes, drainage swales, vegetative lined ditches, vegetative filter strips, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems,

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gabions, and temporary or permanent sediment basins.

Surface Water in the State - Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

Total Maximum Daily Load (TMDL) - The total amount of a substance that a water body can assimilate and still meet the Texas Surface Water Quality Standards.

Urbanized Area (UA) - An area of high population density that may include multiple MS4s as defined and used by the U.S. Census Bureau in the 2000 decennial census.

Waters of the United States - (from 40 CFR ' 122.2) Waters of the United States or waters of the U.S. means:

- (a) all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
- (b) all interstate waters, including interstate wetlands;
- (c) all other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds that the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:
 - (1) which are or could be used by interstate or foreign travelers for recreational or other purposes;
 - (2) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
 - (3) which are used or could be used for industrial purposes by industries in interstate commerce;
- (d) all impoundments of waters otherwise defined as waters of the United States under this definition;
- (e) tributaries of waters identified in paragraphs (a) through (d) of this definition;
- (f) the territorial sea; and

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- (g) wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a) through (f) of this definition.

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of CWA (other than cooling ponds as defined in 40 CFR ' 423.11(m) which also meet the criteria of this definition) are not waters of the United States. This exclusion applies only to manmade bodies of water which neither were originally created in waters of the United States (such as disposal area in wetlands) nor resulted from the impoundment of waters of the United States. Waters of the United States do not include prior converted cropland. Notwithstanding the determination of an area=s status as prior converted cropland by any other federal agency, for the purposes of the Clean Water Act, the final authority regarding Clean Water Act jurisdiction remains with EPA.

B. Commonly Used Acronyms

BMP	Best Management Practice
CFR	Code of Federal Regulations
CGP	Construction General Permit, TXR150000
CWA	Clean Water Act
DMR	Discharge Monitoring Report
EPA	Environmental Protection Agency
FR	Federal Register
IP	Implementation Procedures
MCM	Minimum Control Measure
MSGP	Multi-Sector General Permit, TXR050000
MS4	Municipal Separate Storm Sewer System
NOC	Notice of Change
NOD	Notice of Deficiency
NOI	Notice of Intent
NOT	Notice of Termination (to terminate coverage under a general permit)
NPDES	National Pollutant Discharge Elimination System
SWMP	Storm Water Management Program

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SWP3, SWPPP	Storm Water Pollution Prevention Plan
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TPDES	Texas Pollutant Discharge Elimination System
TWC	Texas Water Code

Part II. Permit Applicability and Coverage

This general permit provides authorization for storm water and certain non-storm water discharges from small municipal separate storm sewer systems (MS4) to surface water in the state. The general permit contains requirements applicable to all small MS4s that are eligible for coverage under this general permit.

A. Small MS4s Eligible for Authorization by General Permit

1. Small MS4s Located in an Urbanized Area

A small MS4 that is fully or partially located within an urbanized area, as determined by the 2000 Decennial Census by the U.S. Bureau of Census, must obtain authorization for the discharge of storm water runoff and is eligible for coverage under this general permit.

2. Designated Small MS4s

A small MS4 that is outside an urbanized area that is Adesignated@ by TCEQ based on evaluation criteria as required by 40 CFR ' 122.32(a)(2) or 40 CFR ' 122.26(a)(1)(v) and adopted by reference in Title 30, Texas Administrative Code (TAC), ' 281.25, is eligible for coverage under this general permit. Following designation, operators of small MS4s must obtain authorization under this general permit or apply for coverage under an individual TPDES storm water permit within 180 days of notification of their designation.

The portion of the small MS4 that is required to meet the conditions of this general permit are those portions that are located within the urbanized area, as well as any portion of the small MS4 that is designated.

B. Allowable Non-Storm Water Discharges

The following non-storm water sources may be discharged from the small MS4 and are not required to be addressed in the small MS4's Illicit Discharge and Detection or other minimum control measures, unless they are determined by the permittee or the TCEQ to be significant contributors of pollutants to the small MS4:

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1. water line flushing (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
2. runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
3. discharges from potable water sources;
4. diverted stream flows;
5. rising ground waters and springs;
6. uncontaminated ground water infiltration;
7. uncontaminated pumped ground water;
8. foundation and footing drains;
9. air conditioning condensation;
10. water from crawl space pumps;
11. individual residential vehicle washing;
12. flows from wetlands and riparian habitats;
13. dechlorinated swimming pool discharges;
14. street wash water;
15. discharges or flows from fire fighting activities (fire fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
16. other allowable non-storm water discharges listed in 40 CFR ' 122.26(d)(2)(iv)(B)(1);
17. non-storm water discharges that are specifically listed in the TPDES Multi Sector General Permit (MSGP) or the TPDES Construction General permit (CGP); and
18. other similar occasional incidental non-storm water discharges, unless the TCEQ develops permits or regulations addressing these discharges.

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C. Limitations on Permit Coverage

1. Discharges Authorized by Another TPDES Permit

Discharges authorized by an individual or other general TPDES permit may be authorized under this TPDES general permit only if the following conditions are met:

- (a) the discharges meet the applicability and eligibility requirements for coverage under this general permit;
- (b) a previous application or permit for the discharges has not been denied, terminated, or revoked by the executive director as a result of enforcement or water quality related concerns. The executive director may provide a waiver to this provision based on new circumstances at the regulated small MS4; and
- (c) the executive director has not determined that continued coverage under an individual permit is required based on consideration of an approved total maximum daily loading (TMDL) model and implementation plan, anti-backsliding policy, history of substantive non-compliance or other 30 TAC Chapter 205 considerations and requirements, or other site-specific considerations.

2. Discharges of Storm Water Mixed with Non-Storm Water

Storm water discharges that combine with sources of non-storm water are not eligible for coverage by this general permit, unless either the non-storm water source is described in Part II.B or Part VI.B. of this general permit or the non-storm water source is authorized under a separate TPDES permit.

3. Compliance with Water Quality Standards

Discharges to surface water in the state that would cause or contribute to a violation of water quality standards or that would fail to protect and maintain existing designated uses are not eligible for coverage under this general permit. The executive director may require an application for an individual permit or alternative general permit to authorize discharges to surface water in the state if the executive director determines that an activity will cause a violation of water quality standards or is found to cause or contribute to the impairment of a designated use of surface water in the state. The executive director may also require an application for an individual permit considering factors described in Part II.E.2.

4. Discharges to Water Quality-Impaired Receiving Waters

New sources or new discharges of the constituent(s) of concern to impaired waters are not authorized by this permit unless otherwise allowable under 30 TAC Chapter 305 and applicable state law. Impaired waters are those that do not meet applicable water quality standard(s) and are listed on the Clean Water Act ' 303(d) list. Constituents of concern are those for which

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the water body is listed as impaired.

Discharges of the constituent(s) of concern to impaired water bodies for which there is a TMDL implementation plan are not eligible for this general permit unless they are consistent with the approved TMDL and the implementation plan. Permitted MS4 operators must incorporate the limitations, conditions and requirements applicable to their discharges, including monitoring frequency and reporting required by TCEQ rules, into their SWMP in order to be eligible for permit coverage. For discharges not eligible for coverage under this general permit, the discharger must apply for and receive an individual TPDES permit prior to discharging.

5. Discharges to the Edwards Aquifer Recharge Zone

Discharges of storm water from regulated small MS4s, and other non-storm water discharges, can not be authorized by this general permit where those discharges are prohibited by 30 TAC Chapter 213 (relating to Edwards Aquifer). New discharges located within the Edwards Aquifer Recharge Zone, or within that area upstream from the recharge zone and defined as the Contributing Zone, must meet all applicable requirements of, and operate according to, 30 TAC Chapter 213 (Edwards Aquifer Rule) in addition to the provisions and requirements of this general permit.

For existing discharges, the requirements of the agency-approved Water Pollution Abatement Plan under the Edwards Aquifer Rules are in addition to the requirements of this general permit. BMPs and maintenance schedules for structural storm water controls, for example, may be required as a provision of the rule. All applicable requirements of the Edwards Aquifer Rule for reductions of suspended solids in storm water runoff are in addition to the effluent limitation requirements found in Part VI.D. of this general permit. A copy of the agency-approved Water Pollution Abatement Plans that are required by the Edwards Aquifer Rule must either be attached as a part of the SWMP or referenced in the SWMP. For discharges located on or within ten stream miles upstream of the Edwards Aquifer recharge zone, applicants must also submit a copy of the NOI to the appropriate TCEQ regional office.

Counties:

Comal, Bexar, Medina, Uvalde,
and Kinney

Williamson, Travis, and Hays

Contact:

TCEQ
Water Program Manager
San Antonio Regional Office
14250 Judson Road
San Antonio, Texas 78233-4480
(210) 490-3096

TCEQ
Water Program Manager
Austin Regional Office
1921 Cedar Bend Drive, Suite 150
Austin, Texas 78758-5336

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(512) 339-2929

6. Discharges to Specific Watersheds and Water Quality Areas

Discharges of storm water from regulated small MS4s and other non-storm water discharges can not be authorized by this general permit where prohibited by 30 TAC Chapter 311 (relating to Watershed Protection) for water quality areas and watersheds.

7. Protection of Streams and Watersheds by Home Rule Municipalities

This general permit does not limit the authority of a home-rule municipality provided by ' 401.002 of the Texas Local Government Code.

8. Indian Country Lands

Storm water runoff from MS4s or construction activities occurring on Indian Country lands are not under the authority of the TCEQ and are not eligible for coverage under this general permit. If discharges of storm water require authorization under federal NPDES regulations, authority for these discharges must be obtained from the U.S. Environmental Protection Agency (EPA).

9. Other

Nothing in Part II of the general permit is intended to negate any person's ability to assert the force majeure (act of God, war, strike, riot, or other catastrophe) defenses found in 30 TAC ' 70.7.

This permit does not transfer liability for the act of discharging without, or in violation of, a NPDES or a TPDES permit from the operator of the discharge to the permittee(s).

D. Obtaining Authorization

1. Application for Coverage

When submitting an NOI and Storm Water Management Program (SWMP) as described in Parts II.D.3., II.D.4, and Part III for coverage under this general permit, the applicant must follow the public notice and availability requirements found in Part II.D.12. of this section.

Applicants seeking authorization to discharge under this general permit must submit a completed NOI, on a form approved by the executive director, and a SWMP as described in Part III. The NOI and SWMP must be submitted to the TCEQ Water Quality Division, at the address specified on the form. Discharge authorization begins when the applicant is notified by TCEQ that the NOI and SWMP have been administratively and technically reviewed and the applicant has followed the public participation provisions in Part II.D.12. Following review of the NOI and SWMP, the executive director may determine that: 1) the submission is complete and confirm coverage by providing a notification and an authorization

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number, 2) the NOI and/or SWMP are incomplete and deny coverage until a complete NOI and/or SWMP are submitted, 3) approve the NOI and/or SWMP with revisions and provide a written description of the required revisions along with any compliance schedule(s), or 4) deny coverage and provide a deadline by which the MS4 operator must submit an application for an individual permit. Denial of coverage under this general permit is subject to the requirements of 30 TAC ' 205.4(c). Application deadlines are as follows:

(a) Small MS4s Located in an Urbanized Area

Operators of small MS4s described in Part II.A.1 must submit an NOI and SWMP within 180 days following the effective date of this general permit.

(b) Designated Small MS4s

Operators of small MS4s described in Part II.A.2 must submit an NOI and SWMP within 180 days of being notified in writing by the TCEQ of the need to obtain permit coverage.

2. Late Submission of the NOI and SWMP

An NOI and SWMP are not prohibited from being submitted late or after the deadlines provided. If a late NOI and SWMP is submitted, authorization is only for discharges that occur after permit coverage is obtained. The TCEQ reserves the right to take appropriate enforcement actions for any unpermitted discharges.

3. Storm Water Management Program (SWMP)

A SWMP must be developed and submitted with the NOI for eligible discharges that will reach waters of the United States (U.S.), including discharges from the regulated small MS4 to other MS4s or privately-owned separate storm sewer systems that subsequently drain to waters of the U.S. according to the requirements of Part III of this general permit and submitted with the NOI. The SWMP must include a time line that demonstrates a schedule for implementation of the program throughout the permit term. The program must be completely implemented within five years of the issuance date of this general permit, or within five years of being designated for those small MS4s which are designated following permit issuance. Implementation of the SWMP is required immediately following receipt of written authorization from the TCEQ.

Changes may be made to the SWMP during the permit term. Changes that are made to the SWMP before the NOI is approved by the TCEQ must be submitted in a letter providing supplemental information to the NOI. Changes to the SWMP that are made after TCEQ approval of the NOI and SWMP may be made following written approval of the changes from the TCEQ, except that written approval is not required for the following changes:

(a) Adding components, controls, or requirements to the SWMP; or replacing a BMP with an

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equivalent BMP, may be made by the permittee at any time upon submittal of a notice of change (NOC) form to the address specified on the form to the TCEQ.

- (b) Replacing a less effective or infeasible BMP specifically identified in the SWMP with an alternate BMP may be requested at any time. Changes must be submitted on an NOC form to the address specified on the form. Unless denied in writing by the TCEQ, the change shall be considered approved and may be implemented by the permittee 60 days from submitting the request. Such requests must include the following:
 - (1) an explanation of why the BMP was eliminated;
 - (2) an explanation of the effectiveness of the replacement BMP; and
 - (3) an explanation of why the replacement BMP is expected to achieve the goals of the replaced BMP.

4. Contents of the NOI

The NOI must contain the following minimum information:

- (a) MS4 Operator Information
 - (1) the name, mailing address, telephone number, and fax number of the MS4 operator; and
 - (2) the legal status of the MS4 operator (e.g., federal government, state government, county government, city government, or other government).
- (b) Site Information
 - (1) the name, physical location description, and latitude and longitude of the approximate center of the regulated portion of the small MS4;
 - (2) county or counties where the small MS4 is located;
 - (3) an indication if all or a portion of the small MS4 is located on Indian Country Lands;
 - (4) if the applicant develops a seventh minimum control measure to obtain authorization for construction activities, the boundary within which those activities will occur;
 - (5) the name, mailing address, telephone number, and fax number of the designated person(s) responsible for implementing or coordinating implementation of the SWMP;

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- (6) a certification that a SWMP has been developed according to the provisions of this permit;
- (7) a statement that the applicant will comply with the Public Participation requirements described in Part II.D.12.;
- (8) the name of each classified segment that receives discharges, directly or indirectly, from the small MS4. If one or more of the discharge(s) is not directly to a classified segment, then the name of the first classified segment that those discharges reach shall be identified;
- (9) the name of any MS4 receiving the discharge prior to discharge into surface water in the state; and
- (10) the name of all surface water(s) receiving discharges from the small MS4 that are on the latest EPA-approved CWA ' 303(d) list of impaired waters.

5. Notice of Change (NOC)

If the MS4 operator becomes aware that it failed to submit any relevant facts, or submitted incorrect information in the NOI, the correct information must be provided to the executive director in a NOC within 30 days after discovery. If any information provided in the NOI changes, an NOC must be submitted within 30 days from the time the permittee becomes aware of the change.

Any revisions that are made to the SWMP must be made in accordance with Part II.D.3. above. Changes that are made to the SWMP following NOI approval must be made using an NOC form, in accordance with Part II.D.3. above.

6. Change in Operational Control of a Small MS4

If the operational control of the regulated small MS4 changes, the present operator must submit a Notice of Termination (NOT) and the new operator must submit a NOI and SWMP. The NOT and NOI must be submitted concurrently no greater than 10 days after the change occurs.

7. Notice of Termination (NOT)

A permittee may terminate coverage under this general permit by providing a Notice of Termination (NOT) on a form approved by the executive director. Authorization to discharge terminates at midnight on the day that an NOT is postmarked for delivery to the TCEQ. If TCEQ provides for electronic submission of NOTs during the term of this permit, authorization to discharge terminates 24 hours following confirmation of receipt of the electronic NOT form by the TCEQ. An NOT must be submitted within 30 days after the MS4 operator obtains coverage under an individual permit.

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8. Signatory Requirement for NOI, NOT, NOC, and Waiver Forms

NOI, NOT, NOC, and Waiver forms must be signed and certified consistent with 30 TAC ' 305.44(a) and (b) (relating to Signatories to Applications).

9. Fees

An application fee of \$100 must be submitted with each NOI. A fee is not required for submission of a waiver form, an NOT, or an NOC.

A permittee authorized under this general permit must pay an annual Water Quality fee of \$100 under Texas Water Code, ' 26.0291 and 30 TAC Chapter 205 (relating to General Permits for Waste Discharges).

10. Permit Expiration

(a) This general permit is effective for five years from the date of issuance. Authorizations for discharge under the provisions of this general permit may continue until the expiration date of the general permit. This general permit may be amended, revoked, or canceled by the commission or renewed by the commission for an additional term or terms not to exceed five years.

(b) If the Executive Director proposes to reissue this general permit before the expiration date, the general permit shall remain in effect after the expiration date for those existing discharges covered by the general permit in accordance with 30 TAC, Chapter 205. The general permit shall remain in effect for these dischargers until the date on which the commission takes final action on the proposal to reissue this general permit. No new NOIs will be accepted and no new authorizations will be processed under the general permit after the expiration date.

(c) Upon issuance of a renewed or amended general permit, all permittees, including those covered under the expired general permit, may be required to submit an NOI according to the requirements of the new general permit or to obtain a TPDES individual permit for those discharges.

(d) If the commission does not propose to reissue this general permit within 90 days before the expiration date, permittees must apply for authorization under a TPDES individual permit or an alternative general permit. If the application for an individual permit is submitted before the expiration date, authorization under this expiring general permit remains in effect until the issuance or denial of an individual permit.

11. Suspension of Permit Coverage

The executive director may suspend an authorization under this general permit for the reasons specified in 30 TAC ' 205.4(d) by providing the discharger with written notice of the decision to

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suspend that authority, and the written notice will include a brief statement of the basis for the decision. If the decision requires an application for an individual permit or an alternative general permit, the written notice will also include a statement establishing the deadline for submitting an application. The written notice will state that the authorization under this general permit is either suspended on the effective date of the commission's action on the permit application, unless the commission expressly provides otherwise, or immediately, if required by the executive director.

12. Public Participation

An applicant under this general permit must adhere to the following procedures:

- (a) The applicant must submit the NOI and a SWMP to the executive director.
- (b) After the applicant receives written instructions from the TCEQ's Office of Chief Clerk, the applicant must publish notice of the executive director's preliminary determination on the NOI and SWMP.
- (c) The notice must include:
 - (1) the legal name of the MS4 operator;
 - (2) identify whether the NOI is for a new small MS4 or is a renewal of an existing operation;
 - (3) the address of the applicant;
 - (4) a brief summary of the information included in the NOI, such as the general location of the small MS4 and a description of the classified receiving waters that receive the discharges from the small MS4;
 - (5) the location and mailing address where the public may provide comments to the TCEQ;
 - (6) the public location where copies of the NOI and SWMP, as well as the executive director's general permit and fact sheet, may be reviewed; and
 - (7) if required by the executive director, the date, time, and location of the public meeting.
- (d) This notice must be published at least once in the newspaper of largest circulation in the county where the small MS4 is located. If the small MS4 is located in multiple counties, the notice must be published at least once in the newspaper of largest circulation in the county containing the largest resident population. This notice shall provide opportunity for the public to submit comments on the NOI and SWMP. In addition, the notice shall allow the public to request a public meeting. A public meeting will be held if the TCEQ determines

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that there is significant public interest.

- (e) The public comment period begins on the first date the notice is published and ends 30 days later, unless a public meeting is held. If a public meeting is held, the comment period will end at the closing of the public meeting. The public may submit written comments to the TCEQ Office of Chief Clerk during the comment period detailing how the NOI or SWMP for the small MS4 fails to meet the technical requirements or conditions of this general permit.
- (f) If significant public interest exists, the executive director will direct the applicant to publish a notice of the public meeting and to hold the public meeting. The applicant must publish notice of a public meeting at least 30 days before the meeting and hold the public meeting in a county where the small MS4 is located. TCEQ staff will facilitate the meeting.
- (g) If a public meeting is held, the applicant shall describe the contents of the NOI and SWMP. The applicant shall also provide maps and other data on the small MS4. The applicant shall provide a sign in sheet for attendees to register their names and addresses and furnish the sheet to the executive director. A public meeting held under this general permit is not an evidentiary proceeding.
- (h) The applicant must file with the Chief Clerk a copy and an affidavit of the publication of notice(s) within 60 days of receiving the written instructions from the Office of Chief Clerk.
- (i) The executive director, after considering public comment, shall approve, approve with conditions, or deny the NOI based on whether the NOI and SWMP meet the requirements of this general permit.
- (j) Persons whose names and addresses appear legibly on the sign in sheet from the public meeting and persons who submitted written comments to the TCEQ will be notified by the TCEQ's Office of Chief Clerk of the executive director's decision regarding the authorization.

E. Permitting Options

1. Authorization Under the General Permit

An operator of a small MS4 is required to obtain authorization either under this general permit, or under an individual TPDES permit if it is located in an urbanized area or if it is designated by the TCEQ. Multiple small MS4s with separate operators must individually submit an NOI to obtain coverage under this general permit, regardless of whether the systems are physically interconnected, located in the same urbanized area, or are located in the same watershed. Each regulated small MS4 will be issued a distinct permit number. These MS4 operators may combine or share efforts in meeting any or all of the SWMP requirements stated in Part III of this general permit. MS4 operators that share SWMP development and implementation must meet the following conditions:

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(a) Participants

The SWMP must clearly list the name and permit number for each MS4 operator that contributes to development or implementation of the SWMP, and provide confirmation that the contributing MS4 operator has agreed to contribute. If a contributing MS4 has submitted an NOI and SWMP to TCEQ, but has not yet received written notification of approval, along with the accompanying permit authorization number, a copy of the submitted NOI form must be made readily available or included in the SWMP.

(b) Responsibilities

Each permittee is entirely responsible for meeting SWMP requirements within the boundaries of its MS4. Where a separate MS4 operator is contributing to implementation of the SWMP, the SWMP must clearly define the contribution and clearly identify the contributing MS4 operator.

2. Alternative Coverage under an Individual TPDES Permit

An MS4 operator eligible for coverage under this general permit may alternatively be authorized under an individual TPDES permit according to 30 TAC Chapter 305 (relating to Consolidated Permits). The executive director may require an MS4 operator, authorized by this general permit, to apply for an individual TPDES permit because of: the conditions of an approved TMDL or TMDL implementation plan; a history of substantive non-compliance; or other 30 TAC Chapter 205 considerations and requirements; or other site-specific considerations.

F. Waivers

The TCEQ may waive permitting requirements for small regulated MS4 operators if the criteria are met for Waiver Option 1 or 2. To obtain Waiver Option 1, the MS4 operator must submit the request on a waiver form provided by the executive director. To obtain Waiver Option 2, the MS4 operator must contact the executive director and coordinate the activities required to meet the waiver conditions. A provisional waiver from permitting requirements begins two days after a completed waiver form is postmarked for delivery to the TCEQ. Following review of the waiver form, the executive director may: 1) determine that the waiver form is complete and confirm coverage under the waiver by providing a notification and a waiver number, 2) determine that the waiver form is incomplete and deny the waiver until a completed waiver form is submitted, or 3) deny the waiver and require that permit coverage be obtained.

If the conditions of either waiver are not met by the MS4 operator, then the MS4 operator must submit an application for coverage under this general permit or a separate TPDES permit application.

The TCEQ can, at any time, require a previously waived MS4 operator to comply with this general permit or another TPDES permit if circumstances change so that the conditions of the waiver are no longer met. Changed circumstances can also allow a regulated MS4 operator to request a waiver at any time.

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1. Waiver Option 1: The system serves a population of less than 1,000 within an urbanized area and meets the following criteria:
 - (a) the system is not contributing substantially to the pollutant loadings of a physically interconnected MS4 that is regulated by the NPDES / TPDES storm water program (40 CFR ' 122.32(d)); and
 - (b) if the system discharges any pollutant(s) that have been identified as a cause of impairment of any water body to which the small MS4 discharges, storm water controls are not needed based on wasteload allocations that are part of an EPA approved or established "total maximum daily load" (TMDL) that addresses the pollutant(s) of concern.

2. Waiver Option 2: The system serves a population under 10,000 and meets the following criteria:
 - (a) the TCEQ has evaluated all waters of the United States, including small streams, tributaries, lakes, and ponds, that receive a discharge from the small MS4;
 - (b) for all such waters, the TCEQ has determined that storm water controls are not needed based on wasteload allocations that are part of an approved or established TMDL that addresses the pollutant(s) of concern or, if a TMDL has not been developed or approved, an equivalent analysis that determines sources and allocations for the pollutant(s) of concern; and
 - (c) the TCEQ has determined that future discharges from the small MS4 do not have the potential to exceed Texas surface water quality standards, including impairment of designated uses, or other significant water quality impacts, including habitat and biological impacts.

Part III. Storm Water Management Program (SWMP)

To the extent allowable under state and local law, a SWMP must be developed and implemented according to the requirements of Part III of this general permit, for storm water discharges that reach waters of the United States, regardless of whether the discharge is conveyed through a separately operated storm sewer. The SWMP must be developed to reduce the discharge of pollutants from the MS4 to the maximum extent practicable (MEP), to protect water quality, and to satisfy the appropriate water quality requirements of the Clean Water Act and the Texas Water Code. Existing programs or best management practices (BMPs) may be used to fulfill the requirements of this general permit. The MS4 operator must develop the SWMP to include the six minimum control measures described in Part III.A.1. through 6, and the operator may develop and include the optional seventh minimum control measure in Part III.A.7. Small MS4s have five years from the date of issuance of this general permit to fully implement their SWMP. A discharger's compliance with its approved SWMP will be deemed compliance with Part III of this permit.

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Where the permittee lacks the authority to develop ordinances or to implement enforcement actions, the permittee shall exert enforcement authority as required by this general permit for its facilities, employees, and contractors. For discharges from third party actions, the permittee shall perform inspections and exert enforcement authority to the MEP.

If the permittee does not have enforcement authority and is unable to meet the goals of this general permit through its own powers, then, unless otherwise stated in this general permit, the permittee shall perform the following action in order to meet the goals of the permit:

- Enter into interlocal agreements with municipalities where the small MS4 is located. These interlocal agreements must state the extent to which the municipality will be responsible for inspections and enforcement authority in order to meet the conditions of this general permit; or,
- if the permittee is unable to enter into inter-local agreements, notify the TCEQ's Field Operations Division as needed to report discharges or incidents that it can not itself enforce against.

The controls and Best Management Practices (BMPs) included in the SWMP constitute effluent limitations for the purposes of compliance with the requirements of 30 TAC Chapter 319, Subchapter B, related to Hazardous Metals.

A. Minimum Control Measures

1. Public Education and Outreach on Storm Water Impacts

- (a) A public education program must be developed and implemented to distribute educational materials to the community or conduct equivalent outreach activities that will be used to inform the public. The MS4 operator may determine the most appropriate sections of the population at which to direct the program. The MS4 operator must consider the following groups and the SWMP shall provide justification for any listed group that is not included in the program:
- (1) residents;
 - (2) visitors;
 - (3) public service employees;
 - (4) businesses;
 - (5) commercial and industrial facilities; and
 - (6) construction site personnel.

The outreach must inform the public about the impacts that storm water run-off can have on water quality, hazards associated with illegal discharges and improper disposal of waste, and steps that they can take to reduce pollutants in

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storm water runoff.

- (b) The MS4 operator must document activities conducted and materials used to fulfill this control measure. Documentation shall be detailed enough to demonstrate the amount of resources used to address each group. This documentation shall be retained in the annual reports required in Part IV.B.2. of this general permit.

2. Public Involvement/Participation

The MS4 operator must, at a minimum, comply with any state and local public notice requirements when implementing a public involvement/participation program. It is recommended that the program include provisions to allow all members of the public within the small MS4 the opportunity to participate in SWMP development and implementation. Correctional facilities will not be required to implement this MCM.

3. Illicit Discharge Detection and Elimination

(a) Illicit Discharges

A section within the SWMP must be developed to establish a program to detect and eliminate illicit discharges to the small MS4. The SWMP must include the manner and process to be used to effectively prohibit illicit discharges. To the extent allowable under state and local law, an ordinance or other regulatory mechanism must be utilized to prohibit and eliminate illicit discharges. Elements must include:

(1) Detection

The SWMP must list the techniques used for detecting illicit discharges; and

(2) Elimination

The SWMP must include appropriate actions and, to the extent allowable under state and local law, establish enforcement procedures for removing the source of an illicit discharge.

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(b) Allowable Non-Storm Water Discharges

Non-storm water flows listed in Part II.B and Part VI.B. do not need to be considered by the MS4 operator as an illicit discharge requiring elimination unless the operator of the small MS4 or the executive director identifies the flow as a significant source of pollutants to the small MS4. In lieu of considering non-storm water sources on a case-by-case basis, the MS4 operator may develop a list of common and incidental non-storm water discharges that will not be addressed as illicit discharges requiring elimination. If developed, the listed sources must not be reasonably expected to be significant sources of pollutants either because of the nature of the discharge or the conditions that are established by the MS4 operator prior to accepting the discharge to the small MS4. If this list is developed, then all local controls and conditions established for these listed discharges must be described in the SWMP and any changes to the SWMP must be included in the annual report described in Part IV.B.2. of this general permit, and must meet the requirements of Part II.D.3. of the general permit.

(c) Storm Sewer Map

- (1) A map of the storm sewer system must be developed and must include the following:
 - (i) the location of all outfalls;
 - (ii) the names and locations of all waters of the U.S. that receive discharges from the outfalls; and
 - (iii) any additional information needed by the permittee to implement its SWMP.
- (2) The SWMP must include the source of information used to develop the storm sewer map, including how the outfalls are verified and how the map will be regularly updated.

4. Construction Site Storm Water Runoff Control

The MS4 operator, to the extent allowable under State and local law, must develop, implement, and enforce a program to reduce pollutants in any storm water runoff to the small MS4 from construction activities that result in a land disturbance of greater than or equal to one acre or if that construction activity is part of a larger common plan of development or sale that would disturb one acre or more of land. The MS4 operator is not required to develop, implement, and/or enforce a program to reduce pollutant discharges from sites where the construction site operator has obtained a waiver from permit requirements under NPDES or TPDES construction permitting requirements based on a low potential for erosion.

- (a) The program must include the development and implementation of, at a minimum, an

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ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under state and local law.

- (b) Requirements for construction site contractors to, at a minimum:
 - (1) implement appropriate erosion and sediment control BMPs; and
 - (2) control waste such as discarded building materials, concrete truck washout water, chemicals, litter, and sanitary waste at the construction site that may cause adverse impacts to water quality.
- (c) The MS4 operator must develop procedures for:
 - (1) site plan review which incorporate consideration of potential water quality impacts;
 - (2) receipt and consideration of information submitted by the public; and
 - (3) site inspection and enforcement of control measures to the extent allowable under state and local law.

5. Post-Construction Storm Water Management in New Development and Redevelopment

To the extent allowable under state and local law, the MS4 operator must develop, implement, and enforce a program to address storm water runoff from new development and redevelopment projects that disturb greater than or equal to one acre of land, including projects less than one acre that are part of a larger common plan of development or sale that will result in disturbance of one or more acres, that discharge into the small MS4. The program must ensure that controls are in place that would prevent or minimize water quality impacts. The permittee shall:

- (a) Develop and implement strategies which include a combination of structural and/or non-structural BMPs appropriate for the community;
- (b) Use an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects to the extent allowable under state and local law; and
- (c) Ensure adequate long-term operation and maintenance of BMPs.

6. Pollution Prevention/Good Housekeeping for Municipal Operations

A section within the SWMP must be developed to establish an operation and maintenance program, including an employee training component, that has the ultimate goal of preventing or reducing pollutant runoff from municipal operations.

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(a) Good Housekeeping and Best Management Practices (BMPs)

Housekeeping measures and BMPs (which may include new or existing structural or non-structural controls) must be identified and either continued or implemented with the goal of preventing or reducing pollutant runoff from municipal operations. Examples of municipal operations and municipally owned areas include, but are not limited to:

- (1) park and open space maintenance;
- (2) street, road, or highway maintenance;
- (3) fleet and building maintenance;
- (4) storm water system maintenance;
- (5) new construction and land disturbances;
- (6) municipal parking lots;
- (7) vehicle and equipment maintenance and storage yards;
- (8) waste transfer stations; and
- (9) salt/sand storage locations.

(b) Training

A training program must be developed for all employees responsible for municipal operations subject to the pollution prevention/good housekeeping program. The training program must include training materials directed at preventing and reducing storm water pollution from municipal operations. Materials may be developed, or obtained from the EPA, states, or other organizations and sources. Examples or descriptions of training materials being used must be included in the SWMP.

(c) Structural Control Maintenance

If BMPs include structural controls, maintenance of the controls must be performed at a frequency determined by the MS4 operator and consistent with maintaining the effectiveness of the BMP. The SWMP must list all of the following:

- (1) maintenance activities;
- (2) maintenance schedules; and

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- (3) long-term inspection procedures for controls used to reduce floatables and other pollutants.

- (d) Disposal of Waste

Waste removed from the small MS4 and waste that is collected as a result of maintenance of storm water structural controls must be properly disposed. A section within the SWMP must be developed to include procedures for the proper disposal of waste, including:

- (1) dredge spoil;
- (2) accumulated sediments; and
- (3) floatables.

- (e) Municipal Operations and Industrial Activities

The SWMP must include a list of all:

- (1) municipal operations that are subject to the operation, maintenance, or training program developed under the conditions of this section; and
- (2) municipally owned or operated industrial activities that are subject to TPDES industrial storm water regulations.

7. Authorization for Municipal Construction Activities

The development of a MCM for municipal construction activities is an optional measure and is an alternative to the MS4 operator seeking coverage under TPDES general permit TXR150000. Additionally, contractors working for the permittee are not required to obtain a separate authorization if they do not meet the definition of a construction site operator, as long as the permittee meets the status of construction site operator. Permittees that choose to develop this measure will be authorized to discharge storm water and certain non-storm water from construction activities where the permittee can meet the definition of a construction site operator in Part I of this general permit. The authorization to discharge under this MCM is limited to the regulated area, such as the portion of the MS4 located within an urbanized area or the area designated by TCEQ as requiring coverage. However, an MS4 operator may also utilize this MCM over additional portions of their MS4 that are also in compliance with all of the MCMs listed in this general permit. This MCM must be developed as a part of the SWMP that is submitted with the NOI for permit coverage. If this MCM is developed after submitting the initial NOI, a NOC must be submitted notifying the executive director of this change, and identifying the geographical area or boundary where the activities will be conducted under the provisions of this general permit. Utilization of this MCM does not preclude a small MS4 from obtaining coverage under the TPDES Construction General Permit, TXR150000, or under an individual TPDES permit.

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- (a) The MCM must include:
- (1) a description of how construction activities will generally be conducted by the permittee so as to take into consideration local conditions of weather, soils, and other site specific considerations;
 - (2) a description of the area that this MCM will address and where the permittee's construction activities are covered (e.g. within the boundary of the urbanized area, the corporate boundary, a special district boundary, an extra territorial jurisdiction, or other similar jurisdictional boundary); and
 - (3) either a description of how the permittee will supervise or maintain oversight over contractor activities to ensure that the SWP3 requirements are properly implemented at the construction site; or how the permittee will make certain that contractors have a separate authorization for storm water discharges.
 - (4) a general description of how a SWP3 shall be developed, according to Part VI.E. of this general permit, for each construction site.

B. General Requirements

Permittees must provide documentation of the development, implementation, and evaluation of the SWMP. The documentation must be included in the SWMP and may be required to be submitted in the annual report required in Part IV.B.2. of this general permit. At a minimum, the documentation must include:

1. a list of any public or private entities assisting with the development or implementation of the SWMP;
2. a list of all BMPs and measurable goals for each of the MCMs;
3. a schedule for the implementation of all SWMP requirements;
4. a description of how each measurable goal will be evaluated;
5. a rationale statement that addresses the overall program, including how the BMPs and measurable goals were selected; and
6. if applicable, a list of all MS4 operators contributing to the development and implementation of the SWMP, including a clear description of the contribution.

Part IV. Recordkeeping and Reporting**A. Recordkeeping**

1. The permittee must retain all records, a copy of this TPDES general permit, and records of all data used to complete the application (NOI) for this general permit and satisfy the public participation requirements, for a period of at least three years, or for the remainder of the term of this general permit, whichever is longer. This period may be extended by request of the executive director at any time.
2. The permittee must submit the records to the executive director only when specifically asked to do so. The SWMP required by this general permit (including a copy of the general permit) must be retained at a location accessible to the TCEQ.
3. The permittee must make the NOI and the SWMP available to the public if requested to do so in writing. Copies of the SWMP must be made available within 10 working days of receipt of a written request. Other records must be provided in accordance with the Texas Public Information Act. However, all requests for records from federal facilities must be made in accordance with the Freedom of Information Act.
4. The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that maybe instituted against the permittee.

B. Reporting**1. General Reporting Requirements****(a) Noncompliance Notification**

According to 30 TAC ' 305.125(9), any noncompliance which may endanger human health or safety, or the environment, must be reported by the permittee to the TCEQ. Report of such information must be provided orally or by electronic facsimile transmission (FAX) to the TCEQ regional office within 24 hours of becoming aware of the noncompliance. A written report must be provided by the permittee to the TCEQ regional office and to the TCEQ Enforcement Division (MC-224) within five working days of becoming aware of the noncompliance. The written report must contain:

- (1) a description of the noncompliance and its cause;
- (2) the potential danger to human health or safety, or the environment;
- (3) the period of noncompliance, including exact dates and times;
- (4) if the noncompliance has not been corrected, the anticipated time it is expected to continue; and

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(5) steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.

(b) Other Information

When the permittee becomes aware that it either submitted incorrect information or failed to submit complete and accurate information requested in an NOI, NOT, or NOC, or any other report, it must promptly submit the facts or information to the executive director.

2. Annual Report

The MS4 operator must submit a concise annual report to the executive director within 90 days of the end of each permit year. The annual report must address the previous permit year. The first permit year for annual reporting purposes shall begin on the date of permit issuance, and shall last for one year. Subsequent calendar years will begin on the anniversary date of permit issuance and last for one year. The MS4 operator must also make a copy of the annual report readily available for review by TCEQ personnel upon request. The report must include:

- (a) The status of the compliance with permit conditions, an assessment of the appropriateness of the identified BMPs, progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals;
- (b) Status of any additional control measures implemented by the permittee (if applicable);
- (c) Any MCM activities initiated before permit issuance may be included, under the appropriate headings, as part of the first year's annual report;
- (d) A summary of the results of information (including monitoring data) collected and analyzed, if any, during the reporting period used to assess the success of the program at reducing the discharge of pollutants to the MEP;
- (e) A summary of the storm water activities the MS4 operator plans to undertake during the next reporting cycle;
- (f) Proposed changes to the SWMP, including changes to any BMPs or any identified measurable goals that apply to the program elements;
- (g) The number of municipal construction activities authorized under this general permit and the total number of acres disturbed;
- (h) The number of non-municipal construction activities that occurred within the jurisdiction of the permittee (as noticed to the permittee by the construction

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operator); and

- (i) Notice that the MS4 operator is relying on another government entity to satisfy some of its permit obligations (if applicable).

An annual report must be prepared whether or not the NOI and SWMP has been approved by the TCEQ. If the permittee has either not implemented the SWMP or not begun to implement the SWMP because it has not received approval of the NOI and SWMP, then the annual report may include that information.

If permittees share a common SWMP, all permittees must contribute to a system-wide report (if applicable);

Each permittee must sign and certify the annual report in accordance with 30 TAC 305.128 (relating to Signatories to Reports); and

The annual report must be submitted to the following address:

Texas Commission on Environmental Quality
Storm Water & Pretreatment Team; MC - 148
P.O. Box 13087
Austin, Texas 78711-3087

A copy of the annual report must also be submitted to the TCEQ Regional Office that serves the area of the regulated small MS4.

If available, electronic submission of annual reports is encouraged. The Federal Waste Reduction Act and the Government Paperwork Elimination Act encourages governmental agencies to use electronic submission. See the TCEQ website at, www.tceq.state.tx.us for additional information and instructions.

Part V. Standard Permit Conditions

- A. The permittee has a duty to comply with all permit conditions. Failure to comply with any permit condition is a violation of the general permit and statutes under which it was issued, and is grounds for enforcement action, for terminating coverage under this general permit, or for requiring a discharger to apply for and obtain an individual TPDES permit.
- B. Authorization under this general permit may be suspended or revoked for cause. Filing a notice of planned changes or anticipated non-compliance by the permittee does not stay any permit condition. The permittee must furnish to the executive director, upon request and within a reasonable timeframe, any information necessary for the executive director to determine whether cause exists for revoking, suspending, or terminating authorization under this general permit. Additionally, the permittee must provide to the executive director, upon request, copies of all records that the permittee is required to maintain as a condition of this general permit.

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- C. It is not a defense for a discharger in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the permit conditions.
- D. Inspection and entry shall be allowed under Texas Water Code Chapters 26-28, Health and Safety Code ' ' 361.032-361.033 and 361.037, and 40 Code of Federal Regulations (CFR) ' 122.41(i). The statement in Texas Water Code ' 26.014 that commission entry of a facility shall occur according to an establishment's rules and regulations concerning safety, internal security, and fire protection is not grounds for denial or restriction of entry to any part of the facility or site, but merely describes the commission's duty to observe appropriate rules and regulations during an inspection.
- E. The discharger is subject to administrative, civil, and criminal penalties, as applicable, under Texas Water Code, Chapters 26, 27, and 28, and the Texas Health and Safety Code, Chapter 361 for violations including but not limited to the following:
 - a. negligently or knowingly violating CWA, ' ' 301, 302, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under CWA, ' 402; and
 - b. knowingly making any false statement, representation, or certification in any record or other document submitted or required to be maintained under a permit, including monitoring reports or reports of compliance or noncompliance.
- F. All reports and other information requested by the executive director must be signed by the person and in the manner required by 30 TAC ' 305.128 (relating to Signatories to Reports).
- G. Authorization under this general permit does not convey property or water rights of any sort and does not grant any exclusive privilege.
- H. The permittee shall implement its SWMP on any new areas under its jurisdiction that are located in a UA or that are designated by the TCEQ. Implementation of the SWMP in these areas is required three (3) years from acquiring the new area, or five (5) years from the date of the original SWMP, whichever is later.

Part VI. Authorization for Municipal Construction Activities

The MS4 operator may obtain authorization under TPDES general permit TXR150000 to discharge storm water runoff from each construction activity performed by the MS4 operator that results in a land disturbance of one (1) or more acres of land. Alternatively, the MS4 operator may develop the SWMP to include this optional seventh (7th) storm water MCM if the eligibility requirements in Part VI.A. are met. If an MS4 operator decides to utilize this MCM, then the MS4 operator must include the MCM in its SWMP submitted with the NOI or submit an NOC notifying the executive director of the addition of this MCM to its SWMP. The MS4 operator must identify the geographic area or boundary where the construction activities will be conducted under the provisions of this general permit. If the small MS4 meets the terms and requirements of this general permit, then discharges from these construction activities may be authorized under this general permit as long as they occur within the regulated geographic area of the small MS4. An MS4 operator

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may utilize this MCM over additional portions of their MS4 if those areas are also in compliance with all MCMs listed in this general permit. Even if an MS4 operator has developed this optional seventh storm water MCM, the MS4 operator may apply under TPDES general permit TXR150000 for authorization for particular municipal construction activities including those activities that occur during periods of low potential for erosion (for which no SWP3 must be developed).

A. Eligible Construction Sites

Discharges from construction activities within the regulated area where the MS4 operator meets the definition of construction site operator are eligible for authorization under this general permit. Discharges from construction activities outside of the regulated area, where the MS4 operator meets the definition of construction site operator, are only eligible for authorization under this general permit in those areas where the MS4 operator meets the requirements of Parts III.A.1. through III.A.6 of this general permit, related to MCMs.

B. Discharges Eligible for Authorization

1. Storm Water Associated with Construction Activity

Discharges of storm water runoff from small and large construction activities may be authorized under this general permit.

2. Discharges of Storm Water Associated with Construction Support Activities

Discharges of storm water runoff from construction support activities, including concrete batch plants, asphalt batch plants, equipment staging areas, material storage yards, material borrow areas, and excavated material disposal areas may be authorized under this general permit provided:

- (a) the activity is located within a 1-mile distance from the boundary of the permitted construction site and directly supports the construction activity;
- (b) a storm water pollution prevention plan is developed according to the provisions of this general permit and includes appropriate controls and measures to reduce erosion and discharge of pollutants in storm water runoff from the supporting industrial activity site; and
- (c) the construction support activity either does not operate beyond the completion date of the construction activity or obtains separate TPDES authorization for discharges as required.

3. Non-storm Water Discharges

The following non-storm water discharges from construction sites authorized under this general permit are also eligible for authorization under this MCM:

- (a) discharges from fire fighting activities (fire fighting activities do not include washing of

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trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);

- (b) fire hydrant flushings;
- (c) vehicle, external building, and pavement wash water where detergents and soaps are not used and where spills or leaks of toxic or hazardous materials have not occurred (unless all spilled material is removed)
- (d) water used to control dust;
- (e) potable water sources including waterline flushings;
- (f) air conditioning condensate; and
- (g) uncontaminated ground water or spring water, including foundation or footing drains where flows are not contaminated with industrial materials such as solvents.

4. Other Permitted Discharges

Any discharge authorized under a separate TPDES or TCEQ permit may be combined with discharges from construction sites operated by the small MS4.

C. Limitations on Permit Coverage

Discharges that occur after construction activities have been completed, and after the construction site and any supporting activity site have undergone final stabilization, are not eligible for coverage under Part VI of the general permit.

D. Numeric Effluent Limitations

All discharges of storm water runoff from concrete batch plants must be monitored at the following monitoring frequency and comply with the following numeric effluent limitations:

<u>Parameter</u>	<u>Limitations</u> <u>Daily Maximum</u>	<u>Monitoring</u> <u>Frequency</u>
Total Suspended Solids	65 mg/l	1/Year
Oil and Grease	15 mg/l	1/Year
pH	between 6 and 9 standard units	1/Year

E. Storm Water Pollution Prevention Plan (SWP3)

Operators of municipal construction activities that qualify for coverage under this general permit and that discharge storm water associated with construction activities that reach waters of the U.S. must:

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1. develop a SWP3 according to the provisions of this general permit that covers the entire site and begin implementation of that plan prior to commencing construction activities;
2. post a signed copy of the notice contained in Attachment 1 of this general permit in a location at the construction site where it is readily available for viewing prior to commencing construction activities and maintain the notice in that location until completion of the construction activity and final stabilization of the site;
3. ensure the project specifications allow or provide that adequate BMPs may be developed and modified as necessary to meet the requirements of this general permit and the SWP3;
4. ensure all contractors are aware of the SWP3 requirements, are aware that municipal personnel are responsible for the day-to-day operations of the SWP3, and who to contact concerning SWP3 requirements; and
5. ensure that the SWP3 identifies the municipal personnel responsible for implementation of control measures described in the plan.

F. Effective Date of Coverage

Operators of construction activities eligible for coverage under this general permit are authorized to discharge storm water associated with construction activity from a site 48 hours from the time that the signed notice is posted at the site.

G. Deadlines for SWP3 Preparation and Compliance

The SWP3 must:

1. be completed and initially implemented prior to commencing construction activities that result in soil disturbance;
2. be updated as necessary to reflect the changing conditions of new contractors, new areas of responsibility, and changes in best management practices; and
3. provide for compliance with the terms and conditions of this general permit.

H. Plan Review and Making Plans Available

The SWP3 must be retained on-site at the construction site or made readily available at the time of an on-site inspection to: the executive director; a federal, state, or local agency approving sediment and erosion plans, grading plans, or storm water management plans; local government officials; and the operator of a municipal separate storm sewer receiving discharges from the site.

I. Keeping Plans Current

The permittee must amend the SWP3 whenever:

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1. there is a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWP3; or
2. results of inspections or investigations by site operators, authorized TCEQ personnel, or a federal, state or local agency approving sediment and erosion plans indicate the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under this general permit.

J. Contents of SWP3

The SWP3 must include, at a minimum, the information described in this section.

1. A site description, or project description, must be developed to include:
 - (a) a description of the nature of the construction activity, potential pollutants and sources;
 - (b) a description of the intended schedule or sequence of major activities that will disturb soils for major portions of the site;
 - (c) the number of acres of the entire construction site property and the total number of acres of the site where construction activities will occur, including off-site material storage areas, overburden and stockpiles of dirt, and borrow areas;
 - (d) data describing the soil type or the quality of any discharge from the site;
 - (e) a map showing the general location of the site (e.g. a portion of a city or county map);
 - (f) a detailed site map indicating the following:
 - (1) drainage patterns and approximate slopes anticipated after major grading activities;
 - (2) areas where soil disturbance will occur;
 - (3) areas which will not be disturbed;
 - (4) locations of all major structural controls either planned or in place;
 - (5) locations where stabilization practices are expected to be used;
 - (6) locations of off-site material, waste, borrow or equipment storage areas;
 - (7) surface waters (including wetlands) either adjacent or in close proximity; and

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- (8) locations where storm water discharges from the site directly to a surface water body.
 - (g) the location and description of asphalt plants and concrete plants (if any) providing support to the construction site and that are also authorized under this general permit;
 - (h) the name of receiving waters at or near the site that will be disturbed or that will receive discharges from disturbed areas of the project; and
 - (i) a copy of Part VI of this TPDES general permit.
2. The SWP3 must describe the structural and the non-structural controls (best management practices) that will be used to minimize pollution in runoff. The description must identify the general timing or sequence for implementation and the party responsible for implementation. At a minimum, the description must include the following components:
- (a) Erosion and Sediment Controls
 - (1) Erosion and sediment controls must be designed to retain sediment on-site to the maximum extent practicable with consideration for local topography and rainfall.
 - (2) Control measures must be properly selected, installed, and maintained according to the manufacturer=s or designer=s specifications. If periodic inspections or other information indicates a control has been used incorrectly, or that the control is performing inadequately, the operator must replace or modify the control.
 - (3) Sediment must be removed from sediment traps and sedimentation ponds no later than the time that design capacity has been reduced by 50%.
 - (4) If sediment escapes the site, accumulations must be removed at a frequency to minimize further negative effects and, whenever feasible, prior to the next rain event.
 - (5) Controls must be developed to limit offsite transport of litter, construction debris, and construction materials by storm water runoff.

3. Stabilization Practices

The SWP3 must include a description of interim and permanent stabilization practices for the site, including a schedule of when the practices will be implemented. Site plans should ensure that existing vegetation is preserved where it is possible.

- (a) Stabilization practices may include but are not limited to: establishment of temporary vegetation, establishment of permanent vegetation, mulching, geotextiles,

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sod stabilization, vegetative buffer strips, protection of existing trees and vegetation and other similar measures.

- (b) The following records must be maintained and either attached to or referenced in the SWP3 and made readily available upon request to the parties in Part VI.H. of this general permit:
 - (1) the dates when major grading activities occur;
 - (2) the dates when construction activities temporarily or permanently cease on a portion of the site; and
 - (3) the dates when stabilization measures are initiated.
- (c) Stabilization measures must be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, and except as provided in (1) through (3) below, must be initiated no more than fourteen (14) days after the construction activity in that portion of the site has temporarily or permanently ceased.
 - (1) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceased is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable.
 - (2) Where the initiation of stabilization measures by the 14th day after construction activity has temporarily or permanently ceased is precluded by seasonably arid conditions, stabilization measures must be initiated as soon as practicable. These conditions exist in arid areas (areas with an average rainfall of 0 to 10 inches), semiarid areas (areas with an average annual rainfall of 10 to 20 inches), and other areas experiencing droughts.
 - (3) Where construction activity on a portion of the site is temporarily ceased and earth disturbing activities will be resumed within twenty-one (21) days, temporary stabilization measures do not have to be initiated on that portion of site.

4. Structural Control Practices

The SWP3 must include a description of any structural control practices used to divert flows away from exposed soils, to limit the contact of runoff with disturbed areas, or to lessen the off-site transport of eroded soils.

- (a) Sediment basins are required, where feasible, for common drainage locations that serve an area with ten (10) or more acres that remain disturbed at any one time. Sediment basins may be either temporary or permanent, but must be designed to store either

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the calculated volume of runoff from a 2 year, 24 hour storm from acreage drained, or designed to provide 3,600 cubic feet of storage per acre drained. When calculating the volume of runoff from a 2-year, 24-hour storm event, it is not required to include the flows from offsite areas and flow from onsite areas that are either undisturbed or have already undergone final stabilization, if these flows are diverted around both the disturbed areas of the site and the sediment basin. In determining whether installing a sediment basin is feasible, the permittee may consider factors such as site soils, slope, available area on site, public safety, and other similar considerations. Where sediment basins are not feasible, equivalent control measures, which may include a series of smaller sediment basins, must be used. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries (and for those side slope boundaries deemed appropriate as dictated by individual site conditions) of the construction area.

- (b) Sediment traps and sediment basins may be used to control solids in storm water runoff for drainage locations serving less than ten (10) acres. At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries (and for those side slope boundaries deemed appropriate as dictated by individual site conditions) of the construction. Alternatively, a sediment basin providing storage for a calculated volume of runoff from these areas for a 2-year, 24- hour storm or 3,600 cubic feet of storage per acre drained may be provided.

5. Permanent Storm Water Controls

A description of any measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed must be included in the SWP3. Permittees are only responsible for the installation and maintenance of storm water management measures prior to final stabilization of the site .

6. Other Controls

- (a) Off-site vehicle tracking of sediments and the generation of dust must be minimized.
- (b) The SWP3 must include a description of construction and waste materials expected to be stored on-site and a description of controls to reduce pollutants from these materials.
- (c) The SWP3 must include a description of pollutant sources from areas other than construction (including storm water discharges from dedicated asphalt plants and dedicated concrete plants), and a description of controls and measures that will be implemented at those sites to minimize pollutant discharges.

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7. Approved State and Local Plans

- (a) Permittees must ensure the SWP3 is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or storm water management site plans or site permits approved by federal, state, or local officials.
- (b) SWP3s must be updated as necessary to remain consistent with any changes applicable to protecting surface water resources in sediment erosion site plans or site permits, or storm water management site plans or site permits approved by state or local official for which the permittee receives written notice.

8. Maintenance

All erosion and sediment control measures and other protective measures identified in the SWP3 must be maintained in effective operating condition. If through inspections the permittee determines that BMPs are not operating effectively, maintenance must be performed before the next anticipated storm event or as necessary to maintain the continued effectiveness of storm water controls. If maintenance prior to the next anticipated storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable.

9. Inspections of Controls

- (a) Personnel provided by the permittee and familiar with the SWP3 must inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, all structural control measures for effectiveness and necessary maintenance, and locations where vehicles enter or exit the site for evidence of off-site tracking. Inspections must occur at least once every fourteen (14) calendar days and within twenty four (24) hours of the end of a storm event of 0.5 inches or greater. As an alternative, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days; in which case additional inspections are not required following each qualifying storm event. If this alternative schedule is developed, the inspection must occur on a specifically defined day, regardless of whether or not there has been a rainfall event since the previous inspection.

Where sites have been finally or temporarily stabilized, where runoff is unlikely due to winter conditions (e.g. site is covered with snow, ice, or frozen ground exists), or during seasonal arid periods in arid areas (areas with an average annual rainfall of 0 to 10 inches) and semi-arid areas (areas with an average annual rainfall of 10 to 20 inches), inspections must be conducted at least once every month.

- (b) Personnel provided by the permittee and familiar with the SWP3 must inspect all accessible discharge locations to determine if erosion control measures are effective in preventing visually noticeable changes to receiving waters, including persistent

TPDES General Permit No. TXR040000

cloudy appearance in water color and noticeable accumulation of sediments.

Where discharge locations are inaccessible, nearby downstream locations must be inspected to the extent that such inspections are practicable. The frequency for these inspections must be established by the permittee in the SWP3 with consideration for local rainfall and soil, but must occur at least once during the construction activity if a discharge occurs.

- (c) The SWP3 must be modified based on the results of inspections, as necessary, to better control pollutants in runoff. Revisions to the SWP3 must be completed within seven (7) calendar days following the inspection. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule must be described in the SWP3 and wherever possible those changes implemented before the next storm event. If implementation before the next anticipated storm event is impracticable, these changes must be implemented as soon as practicable.
 - (d) A report summarizing the scope of the inspection, names and qualifications of personnel making the inspection, the dates of the inspection, and major observations relating to the implementation of the SWP3 must be made and retained as part of the SWP3. Major observations should include: the locations of discharges of sediment or other pollutants from the site; locations of BMPs that need to be maintained; locations of BMPs that failed to operate as designed or proved inadequate for a particular location; and locations where additional BMPs are needed.
 - (e) Actions taken as a result of inspections must be described within, and retained as a part of, the SWP3. Reports must identify any incidents of non-compliance. Where a report does not identify any incidents of non-compliance, the report must contain a certification that the facility or site is in compliance with the SWP3 and this permit.
10. The SWP3 must identify and ensure the implementation of appropriate pollution prevention measures for all eligible non-storm water components of the discharge.

K. Additional Retention of Records

The permittee must retain the following records for a minimum period of three (3) years from the date that final stabilization has been achieved on all portions of the site. Records include:

1. a copy of the SWP3; and
2. all reports and actions required by this general permit, including a copy of the site notice.



CONSTRUCTION SITE NOTICE

FOR THE
 Texas Commission on Environmental Quality
 Storm Water Program

TPDES GENERAL PERMIT TXR040000

The following information is posted in compliance with Part VI of the Texas Commission on Environmental Quality's (TCEQ) TPDES General Permit Number TXR040000 for discharges of storm water runoff from construction sites that are operated by small municipal separate storm sewer system operators. Additional information regarding the TCEQ storm water permit program may be found on the internet at: www.tceq.state.tx.us

Permit Number:	TXR04 _____
Contact Name and Phone Number:	
Project Description: (Including estimated start date and either the projected end date, or date that disturbed soils will be finally stabilized)	
Location of Storm Water Pollution Prevention Plan (SWP3):	

I, _____ (Typed or Printed Name Person Completing This Certification) certify under penalty of law that I have read and understand the eligibility requirements for claiming an authorization under Part VI of TPDES General Permit TXR040000. A storm water pollution prevention plan has been developed and implemented according to permit requirements. I am aware there are significant penalties for providing false information or for conducting unauthorized discharges, including the possibility of fine and imprisonment for knowing violations.

Signature

Date



APPENDIX B TOWN OF PROSPER NOTICE OF INTENT



TCEQ Notice of Intent (NOI) for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the TPDES Phase II MS4 General Permit (TXR040000)

IMPORTANT:

- Use the [INSTRUCTIONS](#) to fill out each question in this form.
- Use the [CHECKLIST](#) to make certain you filled out all required information. Incomplete applications WILL delay approval or result in automatic denial.
- Once processed your authorization can be viewed at: <http://www.tceq.texas.gov/goto/wq-dpa>

APPLICATION FEE:

- You must pay the **\$100** Application Fee to TCEQ for the paper application to be complete.
- Payment and NOI must be mailed to separate addresses.
- Did you know you can pay on line?
 - Go to <https://www3.tceq.texas.gov/epay/index.cfm>
 - Select Fee Type: GENERAL PERMIT MS4 PHASE II STORM WATER DISCHARGE NOI APPLICATION
- **Provide your payment information below, for verification of payment:**

Mailed	<input type="checkbox"/>	Check/Money Order No.: _____	
		Name Printed on Check: _____	
EPAY	<input checked="" type="checkbox"/>	Voucher No.: <u>210942</u>	
		Is the Payment Voucher copy attached?	<input checked="" type="checkbox"/> Yes

One (1) copy of the NOI and Stormwater Management Program (SWMP) with the completed SWMP Cover Sheet MUST be submitted with the original NOI and SWMP.

Is the copy attached? Yes

RENEWAL: Is this NOI a Renewal of an existing Phase II MS4 General Permit Authorization?

(Note: An authorization cannot be renewed after June 11, 2014.)

- Yes The existing authorization number is: TXR04_____
- (If an authorization number is not provided, a new number will be assigned.)**
- No

1) OPERATOR (Applicant)

- a)** If the applicant is currently a customer with TCEQ, what is the Customer Number (CN) issued to this entity? You may search for your CN at:

<http://www.tceq.texas.gov/goto/cr-customer>

CN 600652499

- b)** What is the Legal Name of the entity (applicant) applying for this permit?

Town of Prosper

(The exact legal name must be provided.)

- c)** What is the contact information for the Operator (Applicant)? The mailing address must be recognized by the US Postal Service. You may verify the address at:

<https://tools.usps.com/go/ZipLookupAction!input.action>

Prefix (Mr. Ms. Miss): Mr.

First/Last Name: Hulon T. Webb Suffix: Jr, P.E.

Title: Executive Director of Community and Development Services Credential: _____

Phone Number: (972) 569-1065 Ext: _____ Fax Number: (972) 347-9006

E-mail: hulon_webb@prospertx.gov

Mailing Address: PO Box 307

Internal Routing (Mail Code, Etc.): _____

City: Prosper State: TX ZIP Code: 75078

If outside USA: Territory: _____ Country Code: _____ Postal Code: _____

- d)** Indicate the type of Customer (The instructions will help determine your customer type):

Federal Government

State Government

County Government

City Government

Other Government

- e)** Number of Employees:

0-20;

21-100;

101-250;

251-500; or

501 or higher

2) ANNUAL BILLING CONTACT

The Operator is responsible for paying the annual fee. The annual fee will be assessed to authorizations active on September 1 of each year. TCEQ will send a bill to the address provided in this section. The Operator is responsible for terminating the permit when it is no longer needed.

Is the billing contact and contact information the same as the Operator identified in Section 1) above?

Yes, go to Section 3).

No, complete section below

Prefix (Mr. Ms. Miss): Mr.

First/Last Name: Daniel Heischman Suffix: P.E.

Title: Senior Engineer Credential: _____

Organization Name: Town of Prosper

Phone Number: (972) 569-1096 Ext: _____ Fax Number: (972) 347-9006

E-mail: dan_heischman@prospertx.gov

Mailing Address: PO Box 307

Internal Routing (Mail Code, Etc.): _____

City: Prosper State: TX ZIP Code: 75078

3) APPLICATION CONTACT

If TCEQ needs additional information regarding this application, who should be contacted?

Is the application contact and contact information the same as the Operator identified in Section 1) above?

Yes, go to Section 4).

No, complete section below

Prefix (Mr. Ms. Miss): Mr.
 First/Last Name: Daniel Heischman Suffix: P.E.
 Title: Senior Engineer Credential: _____
 Organization Name: Town of Prosper
 Phone Number: (972) 569-1096 Ext: _____ Fax Number: (972) 347-9006
 E-mail: dan_heischman@prospertx.gov
 Mailing Address: PO Box 307
 Internal Routing (Mail Code, Etc.): _____
 City: Prosper State: TX ZIP Code: 75078
 Mailing Information if outside USA:
 Territory: _____ Country Code: _____ Postal Code: _____

4) REGULATED ENTITY (RE) INFORMATION

If the site of your business is part of a larger business site or if other businesses were located at this site before yours, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:

<http://www.tceq.texas.gov/goto/cr-searchrn>

If the site is found, provide the assigned Regulated Entity Reference Number and provide the information for the site to be authorized through this application below. The site information for this authorization may vary from the larger site information.

- a)** TCEQ issued RE Reference Number (RN): RN101208932
- b)** Name that is used to identify the small MS4 (Example: City of XXX MS4)
Town of Prosper
- c)** Provide a brief description of the regulated MS4 boundaries: (Example: Area within the City of XXXX limits that is located within the xxx (e.g. Dallas) urbanized area):

Area within the Town of Prosper limits that is located within the McKinney urbanized area as well the Dallas urbanized area per the 2010 Census
- d)** City where the largest residential population exists within the regulated MS4 boundaries:
Prosper
- e)** ZIP code where the largest residential population exists within the regulated MS4 boundaries:
75078

f) County where the largest residential population exists within the regulated MS4 boundaries:
Collin

Is the MS4 located within additional counties?

Yes – If Yes, what county (or counties)?

Denton

No

g) Latitude: 33.23668 Longitude: -95.797447

5) GENERAL CHARACTERISTICS

a) Is the project/site located on Indian Country Lands?

Yes – If Yes, you must obtain authorization through EPA, Region 6.

No

b) What is applicant's Standard Industrial Classification (SIC) code?

SIC Code: 9111

c) What is the category or level of the MS4 based on the population served?

Level 1: Operators of traditional small MS4s that serve a population of less than 10,000 within an urbanized area (UA).

Level 2: Operators of traditional small MS4s that serve a population of at least 10,000 but less than 40,000 within an UA.

This category also includes all non-traditional small MS4s such as counties, drainage districts, transpiration entities, military bases, universities, colleges, correctional institutions, municipal utility districts and other special districts regardless of population served within the UA, unless the non-traditional MS4 can demonstrate that it meets the criteria for a waiver from permit coverage based on the population served.

Level 3: Operators of traditional small MS4s that serve a population of at least 40,000 but less than 100,000 within an UA.

Level 4: Operators of traditional small MS4s that serve a population of 100,000 or more within an UA.

d) Has TCEQ "designated" the small MS4 as needing coverage under this general permit?

N/A

Yes

No - If No and no portion of the small MS4 is located within an UA as determined by the 2000 or 2010 Decennial Census by the U.S Bureau of Census requiring a NOI be submitted, the operator is not eligible for coverage under this general permit through the NOI.

e) What is your annual reporting year?

- Calendar year
- MS4 general permit year
- Fiscal year – If Fiscal year, what is the last day of the fiscal year? _____

f) Stormwater Management Program (SWMP)

1. I certify that the SWMP submitted with this Notice of Intent has been developed according to the provisions of this general permit TXR040000.
 - Yes
 - No – If No, the application is considered incomplete and may be returned.

2. I certify that the SWMP Cover Sheet is completed and attached to the front of the SWMP.
 - Yes
 - No – If No, the application is considered incomplete and may be returned.

3. Who is the person responsible for implementing or coordinating implementation of the SWMP? (Note: All contact information requested below is required.)

First/Last Name: Daniel Heischman

Title: Senior Engineer

Company: Town of Prosper

Phone Number: (972) 569-1096 Ext: _____ Fax Number: (972) 347-9006

E-mail: dan_heischman@prospertx.gov

Mailing Address: PO Box 307

Internal Routing (Mail Code, Etc.): _____

City: Prosper State: TX ZIP Code: 75078

g) 7th Minimum Control Measure (MCM) for Municipal Construction Activities

1. Is the MCM for authorization to discharge stormwater from municipal construction activities included with the attached SWMP?
 - Yes – If Yes, what are the boundaries within which those activities will occur? (Note: If the boundaries are located outside of the urbanized area, then the entire SWMP must also incorporate the additional areas.)
 - No

2. Is the discharge or potential discharge from regulated construction activities within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer?
 - Yes – If Yes, please note that a copy of the agency approved Water Pollution Abatement Plan (WPAP) required by the Edward Aquifer Rule (30 TAC Chapter 213) must be either included or referenced in the construction stormwater pollution prevention plan(s).
 - No

h) Discharge Information

1. What is the name of the water body (ies) receiving stormwater from the MS4?
 Lewisville Lake and Lake Lavon

2. What is the classified segment number(s) that receives discharges, directly or indirectly, from the small MS4?
 0821, 0823

Do you discharge directly or indirectly?
 indirectly

3. Are any of the surface water body (ies) receiving discharges from the small MS4 on the latest EPA-approved Clean Water Act (CWA) §303(d) list of impaired waters or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d)?
 Yes – If Yes:

What is the name of the impaired water body (ies) receiving the discharge from the small MS4?
 Wilson Creek

What is/are the pollutant(s) of concern?
 bacteria 082ID_01

No

4. Is the discharge into any other MS4 prior to discharge into surface water in the state?
 Yes – If Yes, what is the name of the MS4 Operator?

No

i) Edwards Aquifer

Is the discharge or potential discharge from the MS4 within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer?

Yes - If Yes, complete certification below by checking "Yes".

No

I certify that a copy of the TCEQ approved WPAP required by the Edwards Aquifer Rule (30 TAC Chapter 213) is either included or referenced in the SWMP.

Yes

j) Public Participation Process

The Office of Chief Clerk will send the operator or person responsible for publishing, the notice of the executive director's preliminary determination of the NOI and SWMP, in a newspaper of general circulation in the county where the small MS4 is located. If multiple counties, notice must be published at least once in the newspaper of general circulation in the county containing the largest resident population.

The applicant must file with the Chief Clerk a copy of an affidavit of the publication within 60 days of receiving the written instructions from the Office of Chief Clerk.

1. I will comply with the Public Participation requirements described in Part II.E.12 of the general permit.

Yes

No – If No, coverage under this general permit is not obtainable.

2. Who is the person responsible for publishing notice of the executive director's preliminary determination on the NOI and SWMP? (Note: All contact information requested below is required.)

First/Last Name: Daniel Heischman

Title: Senior Engineer

Company: Town of Prosper

Phone Number: (972) 569-1096 Ext: _____ Fax Number: (972) 347-9006

E-mail: dan_heischman@prospertx.gov

Mailing Address: PO Box 307

Internal Routing (Mail Code, Etc.): _____

City: Prosper State: TX ZIP Code: 75078

3. What is the name and location of the public location where copies of the NOI and SWMP, as well as the executive director's general permit and fact sheet, may be reviewed?

Name of Public Place:

Development Services Building

Address of Public Place:

407 E. First Street

Prosper, TX 75078

County of Public Place:

Collin

6) CERTIFICATION

Check Yes to the certifications below. Failure to indicate Yes to **ALL** items may result in denial of coverage under the general permit.

- a) I certify that I have obtained a copy and understand the terms and conditions of the Phase II (Small) MS4 General Permit TXR040000. Yes
- b) I certify that the small MS4 qualifies for coverage under the general permit TXR040000. Yes
- c) I understand that a Notice of Termination (NOT) must be submitted when this authorization is no longer needed. Yes
- d) I understand that authorization active on September 1st of each year will be accessed an Annual Water Quality Fee. Yes

Operator Certification:

I, Hulon T. Webb, Jr Exec. Dir. of Dev. & Com. Services
Typed or printed name *Title*

certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I further certify that I am authorized under **30 Texas Administrative Code §305.44** to sign and submit this document, and can provide documentation in proof of such authorization upon request.

Signature: _____ Date: _____
(Use blue ink)

NOTICE OF INTENT CHECKLIST (TXR040000)

- Did you complete everything? Use this checklist to be sure!
- Are you ready to mail your form to TCEQ? Go to the General Information Section of the Instructions for mailing addresses.

This checklist is for use by the operator to ensure a complete application. Missing information may result in denial of coverage under the general permit. (See NOI process description in the Instructions)

Application Fee:

If paying by Check:

- Check was mailed **separately** to the TCEQs Cashier's Office. (See Instructions for Cashier's address and Application address.)
- Check number and name on check is provided in this application.

If using ePay:

- The voucher number is provided in this application or a copy of the voucher is attached.

AUTHORIZATION NUMBER:

- Authorization number provided – if this application is for renewal of an existing authorization.

OPERATOR INFORMATION - Confirm each item is complete:

- Customer Number (CN) issued by TCEQ Central Registry
- Legal name as filed to do business in Texas (Call TX SOS 512/463-5555)
- Name and title of responsible authority signing the application
- Mailing address is complete & verifiable with USPS. www.usps.com
- Phone numbers/e-mail address
- Type of operator (entity type)
- Number of employees
- Billing address is complete & verifiable with USPS. <http://www.usps.com>

REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE - Confirm each item is complete:

- MS4/Regulated Entity Name
- Site description
- Latitude and longitude <http://www.tceq.texas.gov/gis/sqmaview.html>
- County
- Site/project physical address. Do not use a rural route or post office box.
- Business description

GENERAL CHARACTERISTICS - Confirm each item is complete:

- Indian Country Lands –the facility is not on Indian Country Lands
- Standard Industrial Classification (SIC) Code www.osha.gov/oshstats/sicser.html
- Level of MS4
- Qualifying TCEQ "Designated" small MS4
- Annual Reporting Year
- 7th Minimum Control Measurement (MCM) for Municipal Construction Activities
- Discharge information
- Edwards Aquifer rule
- Public participation information

CERTIFICATION

- Certification statements have been checked indicating "Yes"
- Signature meets 30 Texas Administrative Code (TAC) 305.44 and is original.
- Stormwater Management Program (SWMP), and completed SWMP Cover Sheet are attached to the NOI.

STORMWATER MANAGEMENT PROGRAM (SWMP) COVER SHEET
Confirm Each Minimum Control Measure (MCM) Below is Included in the SWMP

This cover sheet MUST be completed by indicating the page number where the requested item will be found in the SWMP. Provide the page number to the left of each item.

This cover sheet MUST be attached to the front of the SWMP.

Operator: _____
 Operator name on NOI: Town of Prosper

Assessment of program elements:

- Program elements that were described in the previous permit have been assessed and modified as necessary. New elements have been developed and implemented as necessary.
- N/A, If newly regulated MS4.

MCM 1: Public Education, Outreach, and Involvement

Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

Requirements for all MS4s:

- | | |
|-----|--|
| 3-7 | 1. SWMP includes a stormwater education and outreach program to educate public employees, business, and the general public about hazards associated with the illegal discharges and improper disposal of waste and about the impacts stormwater can have on water quality, and steps they can take to reduce pollutants in stormwater. |
| 4-7 | 2. Defines the goals and objectives of the program based on high-priority community-wide issues. |
| 4 | 3. Identifies the target audiences. |
| 4-7 | 4. Appropriate educational material is developed or used. |
| 4-7 | 5. Education material is distributed. |

SWMP Lists Best Management Practices (BMPs) used to fulfill this MCM. Examples of possible BMPs include, but are not limited to, the following:

- | | |
|-----|---|
| 4-7 | <ul style="list-style-type: none"> • Classroom Education • Use of media • Education/Outreach for Commercial Activities • Lawn and garden activities • Promotional giveaways • Water conservation practices for homeowners • Outreach programs tailored to specific communities and children • Stormwater educational materials • Educational displays, pamphlets, booklets, and utility stuffers • Webpage • Storm drain stenciling • Speakers to community groups • Encouragement of proper lawn and garden care • Encouragement of low impact development • Support of pollution prevention for businesses |
|-----|---|

4-7

- Encouragement of water conservation practices
- Encouragement of pet waste management
- Stormwater hotlines

4-7

6. SWMP includes a program that complies with state and local public notice requirements.

6-7

7. May include using public input in the implementation of the program.

6-7

8. May include opportunities for citizen to participate in implementation of control measures.

5-6, 24

9. Ensure the public easily can find information about the SWMP.

6-7

SWMP Lists Best Management Practices (BMPs) used to fulfill this MCM. Examples of possible BMPs include, but are not limited to, the following:

- Stakeholder meetings
- Community hotline
- Coordination with school groups/scouting
- Listserver
- Stream cleanup and monitoring
- Adopt-A-Stream programs
- Incentives for businesses to participate, such as web links
- Volunteer monitoring
- Watershed Organization
- Storm drain stenciling programs
- Advisory/partner committees
- Mailing list development and use
- Reforestation programs
- Wetland plantings
- Coordinate volunteer programs.

4-7

SWMP includes measureable goals, and the method of measurement, for addressing stormwater quality

4-7

SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from permit issuance date.

MCM 2: Illicit Discharge Detection and Elimination

Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

Requirements for all MS4s:

7-9

1. Description of program that will be used to detect, investigate and eliminate illicit discharges

10

2. MS4 map:
- a. Location of all small MS4 outfalls operated by the MS4 and that discharge into waters of the U.S.
 - b. Location and name of all surface waters receiving discharge from the MS4s outfalls.
 - c. Priority areas, if applicable.

10-11

3. Methods for informing and training MS4 field staff.

10-11

4. Procedures for tracing the source of an illicit discharge.

10

5. Procedures for removing the source of the illicit discharge.

11

6. Facilitate public reporting of illicit discharges of water quality impacts associated with discharges into or from the small MS4.

10-11

7. Procedures for responding to illicit discharges and spills.

10-11

8. Inspections in response to complaints.

10-11

Additional Requirements for Level 2, 3, and 4 small MS4s:

For Level 2, 3, and 4 small MS4, procedures to prevent and correct leaking on-site sewage disposal systems.

n/a

Additional Requirements for Level 3 and 4 small MS4s:

Follow-up investigation after the illicit discharge has been eliminated.

n/a

Additional Requirements for Level 4 small MS4s:

1. Procedures for identifying and creating a list of priority areas within the small MS4s likely to have illicit discharges.
2. Implement a dry weather field screening program to assist in detecting and eliminating illicit discharges to the small MS4.

9-11

SWMP Lists Best Management Practices (BMPs) used to fulfill this MCM. Examples of possible BMPs may include the following:

- List of non-stormwater discharges that will not be considered illicit
- Procedures to address illegal dumping
- Hazardous materials disposal opportunities
- Industrial/Business connections
- Addressing wastewater connections to MS4
- Addressing recreational sewage (boats/camping/etc.)
- System inspections
- Dye testing
- Recycling programs
- Informing public/employees/businesses of hazards associated with illicit discharges
- Identification of illicit discharges
- Used oil collection centers
- Public outreach and education programs regarding illicit discharges
- Publicize and facilitate public reporting

9-11

SWMP includes measureable goals, and the method of measurement, for addressing stormwater quality.

9-11

SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from permit issuance date.

MCM 3: Construction Site Stormwater Runoff Control

Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

Requirements for all MS4s:

11-14

1. Description of program that will be developed, implemented and enforced, to address stormwater runoff from construction once acre and greater (including larger common plan).

14

2. Ordinance or other regulatory mechanism to require erosion and sediment controls, as well as sanctions to ensure compliance, to the extent allowable under state and local law.

14-15

3. Program requires construction site operators to implement erosion and sediment control – BMPs to minimize the discharge of pollutants.

a. Program requires soil stabilization measures, and implementation of BMPs to control pollutants from equipment and vehicle washing and other wash waters.

b. Program requires operators to minimize exposure to stormwater of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials.

c. Minimize the discharge of pollutants from spills and leaks. As an alternative, ensure that the construction site has developed a stormwater pollution prevention plan in accordance with the TPDES Construction General Permit TXR150000.

14-15

4. Program prohibits illicit discharges such as wash out wastewater, fuels, oils, soaps, solvents, and dewatering activities.

14-15

5. Procedures for construction site plan review to consider water quality impacts.

15

6. Procedures for construction site inspections and enforcement of control measures, to the extent allowable under state and local law.

15

7. Procedures for receipt and consideration of information submitted by the public.

15

8. Procedures for MS4 staff training.

Additional Requirements for Level 3, and 4 small MS4s:

n/a

Includes an inventory of all permitted active construction sites greater than one acre or less than one acre if part of a larger common plan of development.

14-15

SWMP lists BMPs used to fulfill this MCM. Examples may include:

- Requirement to comply with TPDES CGP
- Notification to discharger of responsibilities under TPDES CGP
- Hire staff to review construction site plans
- Provide a web page for public input on construction activities
- Require overall construction site waste management
- Perform site inspections and enforcement
- Provide education and training for construction site operators
- Notify dischargers of requirement to obtain TPDES permit coverage
- Mechanism to prohibit discharges into MS4 where necessary

11-15

SWMP includes measurable goals, and the method of measurement, for addressing stormwater quality.

14-15

SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from permit issuance date.

MCM 4: Post-Construction Stormwater Management in New Development and Redevelopment
 Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

Requirements for all MS4s:

- | | |
|--------|---|
| 15-17 | 1. Description of program that will be developed, implemented and enforced, to address stormwater runoff from new development and redeveloped sites that discharge into the small MS4 that disturb one acre or more, including projects that disturb less than one acre that are part of a larger common plan of development or sale. |
| 17 | 2. Ordinance or other regulatory mechanism is in place or planned which will regulate discharges from new development and redevelopment projects. |
| 17 | 3. Establish, implement, and enforce a requirement that owners or operators of new development and redeveloped sites design, install, implement, and maintain a combination of structural and non-structural BMPs appropriate for the community and that protects water quality. |
| 17, 24 | 4. Document and maintain records of enforcement actions. |
| 17 | 5. Long-term operation and maintenance of post construction stormwater control measures is addressed. |
| 17 | 6. Operation and maintenance is documented. |

Additional Requirements for Level 4 small MS4s:

- | | |
|-----|---|
| n/a | <ol style="list-style-type: none"> 1. Develop and implement an inspection program to ensure that all post construction stormwater control measures are operating correctly and are being maintained. 2. Inspections are documented. |
|-----|---|

- | | |
|----|---|
| 17 | <p>SWMP lists BMPs used to fulfill this MCM. Examples may include:</p> <ul style="list-style-type: none"> • Local ordinance in place or planned • Guidance document for developers to utilize • Specific BMPs established for particular watersheds • List of appropriate BMPs provided to operators • Elimination of curbs and gutters is encouraged • Zoning takes into account stormwater issues • Incentives for use of permeable choices, such as porous pavement • Requirements for wet ponds or other BMPs for certain size sites • Xeriscaping |
|----|---|

17	SWMP includes measurable goals, and the method of measurement, for addressing stormwater quality.
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17	SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from permit issuance date.
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MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations

Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

Requirements for all MS4s:

- | | |
|-------|--|
| 18-23 | 1. An operation and maintenance (O&M) program, including an employee training component, in place or scheduled, to reduce/prevent pollution from municipal activities and municipally owned areas included but not limited to park and open space maintenance; street, road, or highway maintenance; fleet and building maintenance; stormwater system maintenance; new construction and land disturbances; municipal parking lots; vehicle and equipment maintenance and storage yards; waste transfer stations; and salt/sand storage locations. |
| 22-23 | 2. Develop and maintain an inventory of the MS4's facilities and stormwater controls. |
| 22-23 | 3. Inform or train staff involved in good housekeeping practices. |
| 23 | 4. Waste from the MS4 is removed and properly disposed. |
| 22 | 5. Contractors hired by the MS4 must be required to comply with operating procedures. <ul style="list-style-type: none"> a. MS4 develop contractor oversight procedures. |
| 22-23 | 6. MS4 evaluates O&M activities for their potential to discharge pollutants in stormwater for road and parking lot maintenance, bridge maintenance, cold weather operations, and right-of-way maintenance etc. <ul style="list-style-type: none"> a. MS4 identifies pollutants of concern that could be discharged from the O&M activities. b. MS4s develop and implement pollution prevention measures that will reduce discharge of pollutants from O&M activities. c. MS4s inspects pollution prevention measures at MS4 facilities. |
| 22-23 | 7. MS4 maintains structural controls. |

Additional requirements for Level 3 and 4 small MS4s:

- | | |
|-----|--|
| n/a | 1. Storm sewer system O&M. <ul style="list-style-type: none"> a. MS4 develops and implements an O&M program to reduce the collection of pollutants in catch basins and other surface structures. b. MS4 develops a list of potential problem areas for increased inspection (for example, areas with recurrent illegal dumping). |
| n/a | 2. Implement an O&M program to reduce discharge of pollutants from roads that might include a street sweeping and cleaning program, or inlet protection. The program includes an implementation schedule and a waste disposal procedure. |
| n/a | 3. MS4 map identify MS4 facilities and stormwater controls. |
| n/a | 4. MS4 assess its facilities for their potential to discharge pollutants into stormwater. <ul style="list-style-type: none"> a. The MS4 identifies high priority facilities that have a high potential to generate stormwater pollutants. At a minimum, facilities include the MS4s maintenance yards, hazardous waste facilities, fuel storage locations, and any other facilities at which chemicals or other materials have a high potential to be discharge in stormwater. b. The MS4 documents the result of the assessments. |
| n/a | 5. The MS4 develops stormwater management Standard Operation Procedures for high priority facilities. |
| n/a | 6. The MS4 implements stormwater controls at high priority facilities that address: <ul style="list-style-type: none"> a. Good housekeeping |

n/a

- b. De-icing and anti-icing storage
- c. Fueling operations and vehicle maintenance
- d. Equipment and vehicle washing

n/a

7. The MS4 develops and implements an inspection program that includes high priority facilities.

n/a

Additional requirements for Level 4 small MS4s:

MS4 has an application and management program for pesticides, herbicides, and fertilizers that address:

- a. Evaluating materials and activities used at public open spaces.
- b. Implementing the following practices to minimize generating pollutants related to landscaping.
 - i. Education for applicators and distributors
 - ii. Encouragement of non-chemical solutions for pest management
- c. Development of schedules that minimizes discharge of pollutants.
- d. Ensuring collection and proper disposal of unused pesticides, herbicides, and fertilizers.

22-23

SWMP lists BMPs used to fulfill this MCM. Examples may include:

- BMPs which address fleet vehicle maintenance/washing
- BMPs which address parking lot and street cleaning
- Catch basin and storm drain system cleaning
- Landscaping and lawn care (e.g. xeriscaping)
- Waste materials management
- Road salt application and storage practices
- Used oil recycling
- Pest management practices
- Fire training facilities
- BMPs which address roadway and bridge maintenance
- Golf course maintenance/waste disposal
- Disposal of cigarette butts
- Park maintenance (e.g., providing trash bags)

22-23

SWMP includes measurable goals, and the method of measurement, for addressing stormwater quality.

22-23

SWMP has been fully implemented, or includes a schedule of implementation not to exceed five (5) years from permit issuance date.

MCM 6: Industrial Stormwater Sources

Page # (s) – Provide the page number (s) to the left of each item.

The SWMP includes the following required elements:

Requirements for Level 4 MS4 only:

n/a

Program to identify and control industrial stormwater sources that at least includes:

- a. MS4 landfills, other treatment, storage, or disposal facilities for municipal waste, hazardous waste treatment, storage, disposal and recovery facilities and facilities that are subject to Emergency Planning and Community Right-to-Know Act (EPCRA).
- b. Priorities and procedures for inspections and for implementing control measures for such discharges.

Optional 7th MCM: Municipal Construction Activities (only available within the regulated area where the MS4 operator meets the definition of construction site operator)

Page # (s) – Provide the page number (s) to the left of each item.

If this MCM is applicable, the SWMP includes the following information:

n/a

1. Description of how construction activities will generally be conducted so as to take into consideration local conditions of weather, soils, and other site specific considerations.

n/a

2. Description of the area that this MCM will address and where the MS4 operator’s construction activities are covered (e.g. within the boundary of the urbanized area, the corporate boundary, a special district boundary, an extra territorial jurisdiction, or other similar jurisdictional boundary).

n/a

3. If the area included in this MCM includes areas outside of the UA, then all MCMs will be implemented over those additional areas as well.

n/a

4. Description provided for one of the following:
 a. How contractor activities will be supervised or overseen to ensure that the Stormwater Pollution Prevention Plan (SWP3) requirements are properly implemented at the construction site(s); or
 b. How the MS4 operator will make certain that contractors have a separate authorization for stormwater discharges if needed.

n/a

5. General description of how a construction SWP3 will be developed for each construction site.

n/a

6. Records of municipal construction activities authorized under this optional MCM.

Notice of Intent (NOI) for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems (MS4) under the TPDES Phase II MS4 General Permit (TXR040000)

General Information and Instructions

GENERAL INFORMATION

Where to Send the Notice of Intent (NOI):

BY REGULAR U.S. MAIL:

Texas Commission on Environmental Quality
Applications Review and Processing Team
(MC-148)
P.O. Box 13087
Austin, Texas 78711-3087

BY OVERNIGHT/EXPRESS MAIL:

Texas Commission on Environmental Quality
Applications Review and Processing Team
(MC-148)
12100 Park 35 Circle
Austin, TX 78753

TCEQ Contact List:

Small Business and Local Government Assistance	800/447-2827
Application – status and form questions:	512/239-4671
Technical questions:	512/239-4671
Environmental Law Division:	512/239-0600
Records Management - obtain copies of forms:	512/239-0900
Reports from databases (as available):	512/239-DATA (3282)
Cashier's office:	512/239-0357 or 512/239-0187

Notice of Intent Process:

When your NOI and SWMP is received by the program, the form will be processed as follows:

- 1) **Administrative Review:** Each item on the form will be reviewed for a complete response. In addition, the operator's legal name must be verified with Texas Secretary of State as valid and active (if applicable). The address(s) on the form must be verified with the US Postal service as receiving regular mail delivery. Never give an overnight/express mailing address.

An application will not be declared administratively complete or approved if delinquent fees and/or penalties of \$25 or more are owed to the TCEQ. All such fees must be paid prior to approval of the NOI.

- 2) **Notice of Deficiency:** If an item is incomplete or not verifiable as indicated above, a notice of deficiency (NOD) will be mailed to the operator. The operator will have 30 days to respond to the NOD. The response will be reviewed for completeness.
- 3) **Technical Review of SWMP:** More information may be requested by phone or technical NOD letter mailed to the SWMP contact. The executive director's preliminary determination on the NOI and SWMP will be prepared and filed with the TCEQ Chief Clerk.
- 4) **Public Participation Process:** The TCEQ Chief Clerk will mail written instructions for publishing the executive director's preliminary determination on the NOI and SWMP at least once in the newspaper of general circulation in the county where the small MS4 is located. If applicable, a public meeting may be held.

- 5) **Acknowledgment of Coverage:** An Acknowledgment Certificate will be mailed to the operator. This certificate acknowledges coverage under the general permit.

-or-

Denial of Coverage: Coverage may be denied if the operator fails to respond to the NOD, the response is inadequate, or find the NOI and SWMP do not meet the requirements of this general permit. If coverage is denied, the operator will be notified.

General Permit

Coverage under the general permit begins upon approval of the NOI and the SWMP by TCEQ and after the public notice process has been completed. You should have a copy of the general permit when submitting your application. You may view and print the permit for which you are seeking coverage, on the TCEQ web site <http://www.tceq.texas.gov>. Search using key word TXR040000.

General Permit Forms

The Notice of Intent (NOI), Notice of Termination (NOT), and Notice of Change (NOC) (including instructions) are available in Adobe Acrobat PDF format on the TCEQ web site <http://www.tceq.texas.gov>.

Change in Operator

An authorization under the general permit is not transferable. If the operator of the regulated entity changes, the present permittee must submit a Notice of Termination and the new operator must submit a Notice of Intent. The NOT and NOI must be submitted concurrently not more than ten (10) calendar days after the change occurs.

TCEQ Central Registry Core Data Form

The Core Data Form has been incorporated into this form. Do not send a Core Data Form to TCEQ. After final acknowledgment of coverage under the general permit, the program will assign a Customer Number and Regulated Entity Number.

You can find the information on the Central Registry web site at <http://www15.tceq.texas.gov/crpub/>. You can search by the Regulated Entity (RN), Customer Number (CN) or Name (Permittee), or by your authorization number under the search field labeled *Additional ID*. Capitalize all letters in the authorization number.

The Customer (Permittee) is responsible for providing consistent information to the TCEQ, and for updating all CN and RN data for all authorizations as changes occur. For General Permits, a Notice of Change form must be submitted to the program area.

Fees associated with a General Permit

Payment of the fee may be made by check or money order, payable to TCEQ, or through EPAY (electronic payment through the web).

Application Fee: This fee is required to be paid at the time the NOI is submitted. Failure to submit payment at the time the application is filed will cause delays in acknowledgment or denial of coverage under the general permit.

Mailed Payments:

Payment must be mailed under separate cover at one of the addresses below using the attached Application Fee submittal form. (DO NOT SEND A COPY OF THE NOI WITH THE APPLICATION FEE SUBMITTAL FORM)

BY REGULAR U.S. MAIL
 Texas Commission on Environmental Quality
 Financial Administration Division
 Cashier's Office, MC-214
 P.O. Box 13088
 Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL
 Texas Commission on Environmental Quality
 Financial Administration Division
 Cashier's Office, MC-214
 12100 Park 35 Circles
 Austin, TX 78753

ePAY Electronic Payment: <http://www.tceq.texas.gov/epay>

When making the payment you must select Water Quality, and then select the fee category "General Permit MS4 Phase II Stormwater Discharge NOI Application". You must include a copy of the payment voucher with your NOI. Your NOI will not be considered complete without the payment voucher.

Annual Water Quality Fee: This fee is assessed to permittees with an active authorization under the general permit on September 1 of each year. The designated billing contact will receive an invoice for payment of the annual fee in December of each year. The payment will be due 30 days from the invoice date. A 5% penalty will be assessed if the payment is received by TCEQ after the due date. Annual fee assessments cannot be waived as long as the authorization under the general permit is active on September 1.

It's important for the permittees to submit a Notice of Termination (NOT) when coverage under the general permit is no longer required. A NOT is effective on the postmarked date of mailing the form to TCEQ. It is recommended that the NOT be mailed using a method that documents the date mailed and received by TCEQ.

Mailed Payments:

You must return your payment with the billing coupon provided with the billing statement.

ePAY Electronic Payment: <http://www.tceq.texas.gov/epay>

You must enter your account number provided at the top portion of your billing statement.

Payment methods include American Express, MasterCard, Visa, and electronic check payment (ACH).

INSTRUCTIONS FOR FILLING OUT THE NOI FORM

Renewal of General Permit: Dischargers holding active authorizations under the expired General Permit are required to submit a NOI to continue coverage. The existing authorization number is required. If the authorization number is not provided or has been terminated, expired, or denied a new permit number will be issued.

1) OPERATOR (Applicant)

a) Enter assigned Customer Number (CN)

TCEQ's Central Registry will assign each customer a number that begins with CN, followed by nine digits. **This is not an authorization number, registration number, or license number.**

If this customer has not been assigned a CN, leave the space for the CN blank. If this customer has already been assigned this number, enter the permittee's CN.

b) Legal Name

Provide the current legal name of the permittee.

c) Operator Contact Information

Provide the first and last name, and the title of the Operator (Applicant) Contact.

Provide a complete mailing address for receiving mail from the TCEQ. The address must be verifiable with the US Postal Service at <http://www.usps.com> for regular mail delivery (not overnight express mail). If you find that the address is not verifiable using the USPS web search, please indicate the address is used by the USPS for regular mail delivery.

The area code and phone number should provide contact to the operator. Leave Extension blank if not applicable.

The fax number and e-mail address are optional and should correspond to the operator.

d) Type of Customer (Entity Type)

Check only one box that identifies the type of entity. Use the descriptions below to identify the appropriate entity type. Note that the selected entity type also indicates the name that must be provided as an applicant for a permit, registration or authorization.

Government

Federal, state, county, or city government (as appropriate)

The customer is either an agency of one of these levels of government or the governmental body itself. The government agency's 'legal name' must be provided as the applicant. A department name or other description of the organization should not be included as a part of the 'legal name' as applicant.

Other Government

A utility district, water district, tribal government, college district, council of governments, or river authority. Write in the specific type of government.

e) Number of Employees

Check one box to show the number of employees for this customer's entire company, at all locations. This is not necessarily the number of employees at the site named in the application.

2) ANNUAL BILLING CONTACT

An annual fee is assessed to each operator holding an active authorization under the general permit on September 1 of each year. Provide the complete mailing address where the annual fee invoice should be mailed. Verify the address with the USPS. It must be an address for delivery of regular mail, not overnight express mail. Also, provide a phone number of the operator's representative responsible for payment of the invoice.

3) APPLICATION CONTACT

Provide the name, title, and contact information of the person that TCEQ can contact for additional information regarding this application. This contact may be a consultant or entity other than the applicant.

4) REGULATED ENTITY (RE) INFORMATION ON PROJECT OR SITE**a) Regulated Entity Reference Number (RN)**

A number issued by TCEQ's Central Registry to sites (a location where a regulated activity occurs) regulated by TCEQ. This is not an authorization number, registration number, or license number. If this regulated entity has not been assigned an RN, leave this space blank.

If the site of your business is part of a larger business site, a Regulated Entity Number (RN) may already be assigned for the larger site. Use the RN assigned for the larger site. Search TCEQ's Central Registry to see if the larger site may already be registered as a regulated site at:

<http://www.tceq.texas.gov/goto/cr-searchrn>

If the site is found, provide the assigned Regulated Entity Reference Number (RN) and provide the information for the site to be authorized through this application. The site information for this authorization may vary from the larger site information.

An example is a chemical plant where a unit is owned or operated by a separate corporation that is accessible by the same physical address of your unit or facility. Other examples include industrial parks identified by one common address but different corporations have control of defined areas within the site. In both cases, an RN would be assigned for the physical address location and the permitted sites would be identified separately under the same RN.

b) Site/Project Name/Regulated Entity

Provide the name of the site as known by the public in the area where the site is located. The name you provide on this application will be used in the TCEQ Central Registry as the Regulated Entity name.

c) Describe the boundaries of the regulated portion of the small MS4.

In your own words, briefly describe the boundaries of the regulated portion of the small MS4. Do not repeat the SIC Code description.

d) Provide the city where the largest residential population exists within the regulated MS4 boundaries. If there is no city within the boundaries of the MS4, provide the name of the nearest city.

e) Provide the ZIP code where the largest residential population exists within the regulated MS4 boundaries.

f) County

Identify the county or counties in which the regulated entity is located.

g) Latitude and Longitude

Enter the latitude and longitude of the site in degrees, minutes, and seconds or decimal form. For help obtaining the latitude and longitude, go to:

<http://www.tceq.texas.gov/gis/sqmapview.html> or <http://nationalmap.gov/ustopo>

5) GENERAL CHARACTERISTICS

a) Indian Country Lands

If your site is located on Indian Country Lands, the TCEQ does not have authority to process your application. You must obtain authorization through EPA, Region 6, Dallas. Do not submit this form to TCEQ.

Indian Country means (1) all land within the limits of any American Indian reservation under the jurisdiction of the U.S. government, notwithstanding the issuance of any patent, and including rights-of-way running throughout the reservation; (2) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or outside the limits of a State; and (3) all Indian allotments, the Indian titles which have not been extinguished, including rights-of-way running through the same.

Indian Tribe means any Indian Tribe, band, nation, or community recognized by the Secretary of the Interior and exercising substantial governmental duties and powers.

b) Standard Industrial Classification (SIC) code

Provide the SIC code that best describes the operator's primary business. Common SIC Codes are provided below. For help with SIC codes, go to: www.osha.gov/oshstats/sicser.html

- 9111 - Executive offices (such as for a city, county, ect.)
- 8221 - Colleges, Universities, and Professional Schools
- 8222 - Junior Colleges and Technical Institutes
- 9621 - Regulation and Administration of Transportation Programs
- 4111 - Local and Suburban Transit
- 4952 - Sewerage Systems
- 4971 - Irrigation Systems
- 9223 - Correctional Institutions
- 9511 - Air and Water Resource and Solid Waste Management (including flood control, drainage development, etc.)

c) Category or level of the MS4

The general permit defines MS4s by four different categories or levels, based on the population served within the 2010 UA. "Population served" means the residential population within the regulated portion of the small MS4 based on the 2010 Census, except for non-traditional small MS4s.

A reference map identifying the 2010 Census UAs can be found at www.epa.gov/npdes/stormwater/urbanmaps

d) TCEQ "Designated" small MS4

A small MS4 that is outside of urbanized area that is "designated" by TCEQ is eligible for coverage under this general permit. The small MS4 Operator must obtain authorization under this general permit or apply for coverage under an individual TPDES stormwater permit within 180 days of notification of their designation.

Information about urbanized areas (UAs) and a link to the UA maps are found on the EPAs website at: <http://cfpub1.epa.gov/npdes/stormwater/urbanmaps.cfm>

e) Annual Reporting Year

The annual report must address the previous reporting year. The selected reporting year cannot be changed during the permit year.

1. The first reporting year begins on the permit effective date (December 13, 2013) and lasts for a period of one (1) year.
2. If the MS4 selects the fiscal year, the first reporting year will last until the end of the fiscal year following the end of the first permit year.
3. If the MS4 selects the calendar year then the first reporting year will last until December 31, 2014.

f) SWMP

1. The NOI must include the SWMP when submitted to TCEQ for processing, and the Operator is required to certify the SWMP has been developed according to the general permit. Also, the SWMP Cover Sheet must be completed and placed to the front of the

SWMP. When completing the SWMP Cover Sheet, be sure to enter the page number and/or page range for each item under an MCM.

2. The general permit requires the name, address, phone number and fax number of the designated person responsible for implementing and coordinating implementation of the SWMP. All information is required with an exception of email, however, this information is desired.

Changes to the SWMP may require TCEQ approval. Changes must be submitted by Notice of Change to the same address as the NOI. Notice of Change will either be automatically approved or additional information may be request before approval.

g) 7th Minimum Control Measure (MCM)

1. Indicate if the municipality is seeking coverage under this general permit for municipal construction activities where the municipality meets the definition of "construction site operator".
2. If authorization for municipal construction activities is proposed in this NOI the developed MCM must be included with the SWMP and the NOI must include a description of the boundaries covered in the MCM. The area included for this MCM must include only the regulated MS4 area; or it may include additional areas of the MS4 if all other MCMs are implemented over the additional area as well.

This coverage may be obtained after the original NOI is approved. This may be accomplished by submitting a Notice of Change that includes the developed MCM and a description of the proposed municipal construction activity boundaries addressed in the MCM. If the MS4 operator proposes to include additional areas outside of the regulated MS4, then the Notice of Change must also indicate that the MS4 operator will implement the entire SWMP over the additional areas.

3. If the discharge or potential discharge from regulated construction activities is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, then additional requirements may exist under the Edwards Aquifer Protection Program (30 TAC Chapter 213). For construction activities that will be regulated under TXR040000, the approved Contributing Zone Plan or Water Pollution Abatement Plan must be included or referenced as part of the construction site stormwater pollution prevention plan. For other activities regulated under 30 TAC Chapter 213, information must be included in the SWMP. Compliance with any Edwards Aquifer requirements is required in addition to the requirements of this general permit.

h) Discharge Information

1. The stormwater may be discharged directly to a receiving stream or through another **MS4*** from your MS4. It eventually reaches a receiving water body such as a local stream or lake, possibly via a drainage ditch. You must provide the name of the surface water body that receives the discharge from the site (a local stream or lake). Please note that this general permit does not grant permission to use another MS4 as a conveyance of stormwater and certain non-storm water discharges along the discharge route.
2. Identify the classified segment number(s) receiving a discharge directly or indirectly. Go to the link below to find the segment number of the classified water body where wastewater would flow: www.tceq.texas.gov/publications/qi/qi-316

3. Identify any surface water bodies receiving discharges from the small MS4 that are on the latest EPA-approved CWA § 303(d) list of impaired waters or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d).

The EPA approved CWA 303(d) list of impaired waters and Texas Integrated Report of Surface Water Quality for CWA Section 305(b) and 303(d) can be found at:
http://www.tceq.texas.gov/waterquality/assessment/305_303.html

4. Identify the **MS4*** Operator name if the stormwater discharge is into an MS4.

***MS4 is an acronym for Municipal separate storm sewer system. MS4 is defined as** a separate storm sewer system owned or operated by a state, city, town, county, district, association, or other public body (created by or pursuant to state law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, that discharges to water in the state.

For assistance, you may call the technical staff of the Water Quality Assessment & Standards Section at 512/239-4671.

i) Edwards Aquifer Rule

See maps on the TCEQ website to determine if the site is located within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer at <http://www.tceq.texas.gov/field/eapp/viewer.html>

If the discharge or potential discharge is within the Recharge Zone, Contributing Zone, or Contributing Zone within the Transition Zone of the Edwards Aquifer, then additional requirements may exist under the Edwards Aquifer Protection Program (30 TAC Chapter 213). For activities regulated under 30 TAC Chapter 213, any required plans must be included in the SWMP. Compliance with any Edwards Aquifer requirements is required in addition to the requirements of this general permit.

j) Public Participation

The applicant must indicate on the NOI that it will comply with the public participation requirements described in Part II.D.12 of the general permit. The person responsible for receiving the information from the TCEQ Chief Clerk for publishing in the newspaper must be identified and all contact information must be provided.

After review of the NOI and SWMP is completed, the Office of Chief Clerk will mail the Executive Director's preliminary determination to the contact provided in the NOI for publishing in the newspaper of largest circulation in the county of the small MS4.

The comment period begins on the first date the notice is published and ends 30 days later, unless a public meeting is held. If a public meeting is held it will end at the closing of the public meeting.

The applicant must file with the Chief Clerk a copy and an affidavit of the publication of notice(s) within 60 days of receiving the written instructions from the Office of Chief Clerk.

If significant public interest exists, the executive director will direct the applicant to publish notice of the meeting and to hold the public meeting. The applicant must publish the notice of

public meeting at least 30 days prior to the public meeting and hold the meeting in the county where the MS4 is located.

6) CERTIFICATIONS

Failure to indicate **Yes** to ALL of the certification items may result in denial of coverage under the general permit.

Operator Certification:

The certification must bear an original signature of a person meeting the signatory requirements specified under 30 Texas Administrative Code (TAC) §305.44.

IF YOU ARE A CORPORATION:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(1) (see below). According to this code provision, any corporate representative may sign an NOI or similar form so long as the authority to sign such a document has been delegated to that person in accordance with corporate procedures. By signing the NOI or similar form, you are certifying that such authority has been delegated to you. The TCEQ may request documentation evidencing such authority.

IF YOU ARE A MUNICIPALITY OR OTHER GOVERNMENT ENTITY:

The regulation that controls who may sign an NOI or similar form is 30 Texas Administrative Code §305.44(a)(3) (see below). According to this code provision, only a ranking elected official or principal executive officer may sign an NOI or similar form. Persons such as the City Mayor or County Commissioner will be considered ranking elected officials. In order to identify the principal executive officer of your government entity, it may be beneficial to consult your city charter, county or city ordinances, or the Texas statute(s) under which your government entity was formed. An NOI or similar document that is signed by a government official who is not a ranking elected official or principal executive officer does not conform to §305.44(a)(3). The signatory requirement may not be delegated to a government representative other than those identified in the regulation. By signing the NOI or similar form, you are certifying that you are either a ranking elected official or principal executive officer as required by the administrative code. Documentation demonstrating your position as a ranking elected official or principal executive officer may be requested by the TCEQ.

If you have any questions or need additional information concerning the signatory requirements discussed above, please contact the Texas Commission on Environmental Quality's Environmental Law Division at (512)239-0600.

30 Texas Administrative Code

§305.44. Signatories to Applications

(a) All applications shall be signed as follows.

(1) For a corporation, the application shall be signed by a responsible corporate officer. For purposes of this paragraph, a responsible corporate officer means a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. Corporate procedures governing authority to sign permit or post-closure order applications may provide for assignment or delegation to applicable corporate positions rather than to specific individuals.

(2) For a partnership or sole proprietorship, the application shall be signed by a general partner or the proprietor, respectively.

(3) For a municipality, state, federal, or other public agency, the application shall be signed by either a principal executive officer or a ranking elected official. For purposes of this paragraph, a principal executive officer of a federal agency includes the chief executive officer of the agency, or a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., regional administrator of the EPA).

Texas Commission on Environmental Quality General Permit Payment Submittal Form

Use this form to submit your Application Fee only if you are mailing your payment.

- Complete items 1 through 5 below:
- Staple your check in the space provided at the bottom of this document.
- Do not mail this form with your NOI form.
- Do not mail this form to the same address as your NOI.

Mail this form and your check to:

BY REGULAR U.S. MAIL

Texas Commission on Environmental
Quality
Financial Administration Division
Cashier's Office, MC-214
P.O. Box 13088
Austin, TX 78711-3088

BY OVERNIGHT/EXPRESS MAIL

Texas Commission on Environmental
Quality
Financial Administration Division
Cashier's Office, MC-214
12100 Park 35 Circle
Austin, TX 78753

Fee Code: GPA	General Permit:	TXR040000
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1. Check / Money Order No: _____
2. Amount of Check/Money Order: _____
3. Date of Check or Money Order: _____
4. Name on Check or Money Order: _____
5. NOI INFORMATION

If the check is for more than one NOI, list each Project/Site (RE) Name and Physical Address exactly as provided on the NOI. DO NOT SUBMIT A COPY OF THE NOI WITH THIS FORM AS IT COULD CAUSE DUPLICATE PERMIT ENTRIES.

See Attached List of Sites (If more space is needed, you may attach a list.)

Project/Site (RE) Name: _____

Project/Site (RE) Physical Address:

Staple Check in This Space

APPENDIX C ANNUAL REPORT FORMS

To be developed after public input using TCEQ Template

APPENDIX D**COMMON USED ACRONYMS**

BMP	Best Management Practice
CFR	Code of Federal Regulations
CGP	Construction General Permit, TXR150000
CWA	Clean Water Act
EPA	Environmental Protection Agency
FR	Federal Register
MCM	Minimum Control Measure
MSGP	Multi-Sector General Permit, TXR050000
MS4	Municipal Separate Storm Sewer System
NOC	Notice of Change
NOI	Notice of Intent
NOT	Notice of Termination (to terminate coverage under a general permit)
NPDES	National Pollutant Discharge Elimination System
SWMP	Stormwater Management Program
SWP3, SWPPP	Stormwater Pollution Prevention Plan
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TPDES	Texas Pollutant Discharge Elimination System
TWC	Texas Water Code

APPENDIX E

GLOSSARY

Arid Areas - Areas with an average annual rainfall of less than ten (10) inches.

Best Management Practices (BMPs) - Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spills or leaks, waste disposal, or drainage from raw material storage areas.

Catch basins - Storm drain inlets and curb inlets to the storm drain system. Catch basins typically include a grate or curb inlet that may accumulate sediment, debris, and other pollutants.

Classified Segment - A water body that is listed and described in Appendix A or Appendix C of the Texas Surface Water Quality Standards, at 30 TAC § 307.10.

Clean Water Act (CWA) - The Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972, Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et. seq.

Common Plan of Development or Sale - A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities. A common plan of development or sale is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning requests, or other similar documentation and activities.

Construction Activity - Soil disturbance, including clearing, grading, and excavating; and not including routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities). Regulated construction activity is defined in terms of small and large construction activity.

Small Construction Activity is construction activity that results in land disturbance of equal to or greater than one (1) acre and less than five (5) acres of land. Small construction activity also includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) and less than five (5) acres of land.

Large Construction Activity is construction activity that results in land disturbance of equal to or greater than five (5) acres of land. Large construction activity also includes the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five (5) acres of land.

Construction Site Operator - The person or persons associated with a small or large construction project that meet(s) either of the following two criteria:

- (a) The person or persons that have operational control over construction plans and specifications (including approval of revisions) to the extent necessary to meet the requirements and conditions of this general permit; or
- (b) The person or persons that have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a stormwater pollution prevention plan for the site or other permit conditions (for example they are authorized to direct workers at a site to carry out activities required by the Stormwater Pollution Prevention Plan or comply with other permit conditions).

Control Measure - Any BMP or other method (including effluent limitations) used to prevent or reduce the discharge of pollutants to water in the state.

Conveyance - Curbs, gutters, man-made channels and ditches, drains, pipes, and other constructed features designed or used for flood control or to otherwise transport stormwater runoff.

Discharge - When used without a qualifier, refers to the discharge of stormwater runoff or certain non-stormwater discharges as allowed under the authorization of this general permit.

Final Stabilization - A construction site where either of the following conditions are met:

- (a) All soil disturbing activities at the site have been completed and a uniform (for example, evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 per cent of the native background vegetative cover for the

area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

- (b) For individual lots in a residential construction site by either:
 - (1) The homebuilder completing final stabilization as specified in condition (a) above; or
 - (2) The homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization.
- (c) For construction activities on land used for agricultural purposes (for example pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to a surface water and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above.

General Permit - A permit issued to authorize the discharge of waste into or adjacent to water in the state for one or more categories of waste discharge within a geographical area of the state or the entire state as provided by Texas Water Code §26.040.

Groundwater Infiltration - For the purposes of this permit, groundwater that enters a municipal separate storm sewer system (including sewer service connections and foundation drains) through such means as defective pipes, pipe joints, connections, or manholes.

Hyperchlorinated Water - Water resulting from hyperchlorination of waterlines or vessels, with a chlorine concentration greater than 10 milligrams per liter (mg/L).

Illicit Connection - Any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

Illicit Discharge - Any discharge to a municipal separate storm sewer that is not entirely composed of stormwater, except discharges pursuant to this general permit or a separate authorization and discharges resulting from emergency fire fighting activities.

Impaired Water - A surface water body that is identified on the latest approved Clean Water Act §303(d) List as not meeting applicable state water quality standards. Impaired waters include waters with approved or established total maximum daily loads (TMDLs), and those where a TMDL has been proposed by TCEQ but has not yet been approved or established.

Indicator Pollutant - An easily measured pollutant, that may or may not impact water quality that indicates the presence of other stormwater pollutants.

Industrial Activity - Any of the ten (10) categories of industrial activities included in the definition of "stormwater discharges associated with industrial activity" as defined in 40 CFR §122.26(b)(14)(i)-(ix) and (xi).

Major Outfall - means a municipal separate storm sewer outfall that discharges from a single pipe with an inside diameter of 36 inches or more or its equivalent (discharge from a single conveyance other than circular pipe which is associated with a drainage area of more than 50 acres); or for municipal separate storm sewers that receive stormwater from lands zoned for industrial activity (based on comprehensive zoning plans or the equivalent), an outfall that discharges from a single pipe with an inside diameter of 12 inches or more or from its equivalent (discharge from other than a circular pipe associated with a drainage area of 2 acres or more).

Maximum Extent Practicable (MEP) - The technology-based discharge standard for municipal separate storm sewer systems (MS4s) to reduce pollutants in stormwater discharges that was established by the CWA § 402(p). A discussion of MEP as it applies to small MS4s is found in 40 CFR § 122.34.

MS4 Operator - For the purpose of this permit, the public entity or the entity contracted by the public entity, responsible for management and operation of the small municipal separate storm sewer system that is subject to the terms of this general permit.

Municipal Separate Storm Sewer System (MS4) - A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- (a) Owned or operated by the United States, a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved

management agency under the CWA §208 that discharges to surface water in the state;

(b) That is designed or used for collecting or conveying stormwater;

(c) That is not a combined sewer; and

(d) That is not part of a publicly owned treatment works (POTW) as defined in 40 CFR §122.2.

Non-traditional MS4 - A MS4 that often cannot pass ordinances nor have the enforcement authority like a typical MS4 to enforce the stormwater management program. Examples of non-traditional MS4s include counties, Department of Transportation (DOT), municipal utility districts, military bases, prisons or universities.

Notice of Change (NOC) - A written notification from the permittee to the executive director providing changes to information that was previously provided to the agency in a notice of intent.

Notice of Intent (NOI) - A written submission to the executive director from an applicant requesting coverage under this general permit.

Notice of Termination (NOT) - A written submission to the executive director from a permittee authorized under a general permit requesting termination of coverage under this general permit.

Outfall - A point source at the point where a small MS4 discharges to waters of the United States (U.S.) and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other waters of the U.S. and are used to convey waters of the U.S. For the purpose of this permit, sheet flow leaving a linear transportation system without channelization is not considered an outfall. Point sources such as curb cuts; traffic or right-of-way barriers with drainage slots that drain into open culverts, openswales or an adjacent property, or otherwise not actually discharging into waters of the U.S. are not considered an outfall.

Permittee - The MS4 operator authorized under this general permit.

Point Source - (from 40 CFR § 122.22) any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

Pollutant(s) of Concern - For the purpose of this permit, includes biochemical oxygen demand (BOD), sediment or a parameter that addresses sediment (such as total suspended solids (TSS), turbidity or siltation), pathogens, oil and grease, and any pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from an MS4. (Definition from 40 CFR § 122.32(e)(3)).

Redevelopment - Alterations of a property that changed the "footprint" of a site or building in such a way that there is a disturbance of equal to or greater than one (1) acre of land. This term does not include such activities as exterior remodeling.

Semiarid Areas - Areas with an average annual rainfall of at least ten (10) inches, but less than 20 inches.

Small Municipal Separate Storm Sewer System (MS4) - refers to a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

(a) Owned or operated by the United States, a state, city, town, borough, county, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under ' 208 of the CWA;

(b) Designed or used for collecting or conveying stormwater;

(c) Which is not a combined sewer;

(d) Which is not part of a publicly owned treatment works (POTW) as defined at 40 CFR ' 122.2; and

(e) Which was not previously authorized under a NPDES or TPDES individual permit as a medium or large municipal separate storm sewer system, as defined at 40 CFR §§122.26(b)(4) and (b)(7).

This term includes systems similar to separate storm sewer systems at military bases, large hospital or prison complexes, and highways and other thoroughfares. This term does not include separate storm sewers in very discrete areas, such as individual buildings. For the purpose of this permit, a very discrete system also includes storm drains associated with certain municipal offices and education facilities serving a nonresidential population, where those storm drains do not function as a system, and where the buildings are not physically interconnected to an MS4 that is also operated by that public entity. This term includes

systems similar to separate storm sewer systems at military bases, large hospitals or prison complexes, and highways and other thoroughfares. This term does not include separate storm sewers in very discrete areas, such as individual buildings. For the purpose of this permit, a very discrete system also includes storm drains associated with certain municipal offices and education facilities serving a nonresidential population, where those storm drains do not function as a system, and where the buildings are not physically interconnected to a MS4 that is also operated by that public entity.

Stormwater and Stormwater Runoff - Rainfall runoff, snow melt runoff, and surface runoff and drainage.

Stormwater Associated with Construction Activity - Stormwater runoff from an area where there is either a large construction activity or a small construction activity.

Stormwater Management Program (SWMP) - A comprehensive program to manage the quality of discharges from the municipal separate storm sewer system.

Structural Control (or Practice) - A pollution prevention practice that requires the construction of a device, or the use of a device, to capture or prevent pollution in stormwater runoff. Structural controls and practices may include but are not limited to: wet ponds, bioretention, infiltration basins, stormwater wetlands, silt fences, earthen dikes, drainage swales, vegetative lined ditches, vegetative filter strips, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

Surface Water in the State - Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

Total Maximum Daily Load (TMDL) - The total amount of a substance that a water body can assimilate and still meet the Texas Surface Water Quality Standards.

Traditional Small MS4 - A small MS4 that can pass ordinances and have the enforcement authority to enforce the stormwater management program. Examples of traditional MS4s include cities.

Urbanized Area (UA) - An area of high population density that may include multiple MS4s as defined and used by the U.S. Census Bureau in the 2000 and the 2010 Decennial census.

The Bureau of Census defines urbanized areas as "...a land area comprising one or more places – central place(s) – and the adjacent densely settled surrounding area - urban fringe – that together have a residential population of at least 50,000 and an overall population density of at least 1,000 people per square mile".

Waters of the United States - (According to 40 CFR § 122.2) Waters of the United States or waters of the U.S. means:

- (a) All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
- (b) All interstate waters, including interstate wetlands;
- (c) All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds that the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:
 - (1) Which are or could be used by interstate or foreign travelers for recreational or other purposes;
 - (2) From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
 - (3) Which are used or could be used for industrial purposes by industries in interstate commerce;
- (d) All impoundments of waters otherwise defined as waters of the United States under this definition;
- (e) Tributaries of waters identified in paragraphs (a) through (d) of this definition;
- (f) The territorial sea; and
- (g) Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a) through (f) of this definition.



STORMWATER MANAGEMENT PROGRAM

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the CWA (other than cooling ponds as defined in 40 CFR § 423.11(m) which also meet the criteria of this definition) are not waters of the United States. This exclusion applies only to manmade bodies of water which neither were originally created in waters of the United States (such as disposal area in wetlands) nor resulted from the impoundment of waters of the United States. Waters of the United States do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the Clean Water Act, the final authority regarding the CWA jurisdiction remains with the EPA.

APPENDIX F Allowable Non-Stormwater Discharges

The following non-stormwater sources may be discharged from the small MS4 and are not required to be addressed in the small MS4's Illicit Discharge and Detection or other minimum control measures, unless they are determined by the permittee or the TCEQ to be significant contributors of pollutants to the small MS4, or they are otherwise prohibited by the MS4 operator:

1. water line flushing (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
2. runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
3. discharges from potable water sources that do not violate Texas Surface Water Quality Standards;
4. diverted stream flows;
5. rising ground waters and springs;
6. uncontaminated ground water infiltration;
7. uncontaminated pumped ground water;
8. foundation and footing drains;
9. air conditioning condensation;
10. water from crawl space pumps;
11. individual residential vehicle washing;
12. flows from wetlands and riparian habitats;
13. dechlorinated swimming pool discharges that do not violate Texas Surface Water Quality Standards;
14. street wash water excluding street sweeper waste water;
15. discharges or flows from fire fighting activities (fire fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
16. other allowable non-stormwater discharges listed in 40 CFR ' 122.26(d)(2)(iv)(B)(1);
17. non-stormwater discharges that are specifically listed in the TPDES Multi Sector General Permit (MSGP) TXR 050000 or the TPDES Construction General permit (CGP) TXR150000;
18. discharges that are authorized by TPDES or NPDES permit or that are not required to be permitted; and
19. other similar occasional incidental non-stormwater discharges, unless the TCEQ develops permits or regulations addressing these discharges.



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 – January 13, 2015

Agenda Item:

Consider and act upon authorizing the Town Manager to execute a Development Agreement between M/I Homes of DFW, LLC, and the Town of Prosper, Texas, related to the extension of water lines to serve the Preserve at Doe Creek development.

Description of Agenda Item:

M/I Homes of DFW, LLC, is developing the Preserve at Doe Creek and in order to facilitate the development, they are required to extend a 24" water line along Gee Road from approximately 1,300 feet south of Fishtrap Road to the intersection of Fishtrap Road and Gee Road. Also, approximately 1,400 feet of a 24" water line along Fishtrap Road from the intersection of Fishtrap Road and Gee Road to Lancashire Lane in the Glenbrooke Estates development. The proposed water lines are depicted on the Town of Prosper Water System Capital Improvement Plan.

Since the proposed water lines are depicted on the Town of Prosper Water System Capital Improvement Plan, the actual costs for the design and construction of the improvements are eligible for water impact fee credits and/or reimbursement. The purpose of the Development Agreement is to outline the obligations of the Town of Prosper and M/I Homes of DFW, LLC, related to the design, construction, credit and reimbursement of collected water impact fees to fund the project.

Once the proposed 24" water line extension to the Glenbrooke Estates development is complete and accepted, the Town will coordinate the transfer of the existing water and wastewater customers receiving service from the Mustang Utility District, to the Town of Prosper.

Budget Impact:

The estimated cost for the design and construction of the extension of approximately 6,400 feet of a 24" water line and associated connections is approximately \$1,004,486. The anticipated water impact fees owed by the Preserve at Doe Creek development is \$471,900. Because the anticipated cost exceeds the water impact fees that will be credited from the development, M/I Homes of DFW, LLC, will receive a reimbursement for the difference once the improvements are complete and have been accepted by the Town. The funding for the estimated \$532,586 difference will be from the Water Impact Fee Fund.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. M/I Homes of DFW, LLC, will contribute \$5,000 towards the legal preparation fees.

Attached Documents:

1. Town of Prosper Water System Capital Improvement Plan
2. Development Agreement

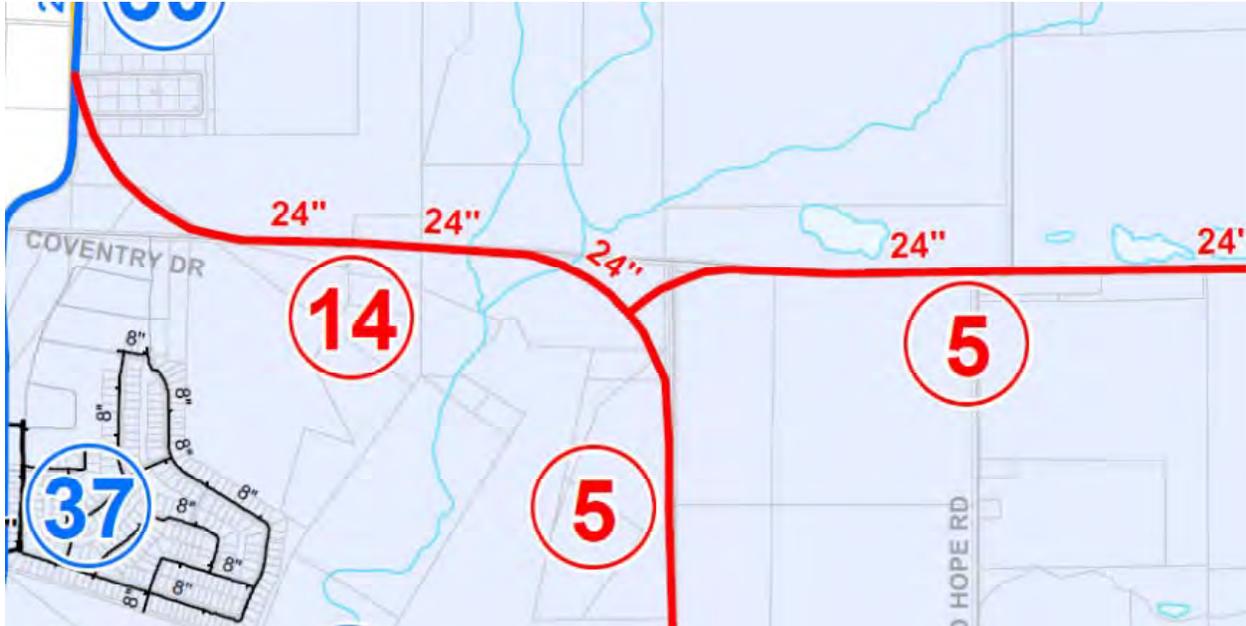
Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between M/I Homes of DFW, LLC, and the Town of Prosper, Texas, related to the extension of water lines to serve the Preserve at Doe Creek development.

Proposed Motion:

I move to authorize the Town Manager to execute a Development Agreement between M/I Homes of DFW, LLC, and the Town of Prosper, Texas, related to the extension of water lines to serve the Preserve at Doe Creek development.

Town of Prosper Water System Capital Improvement Plan – Preserve at Doe Creek



After Recording Return to:
Town Manager
Town of Prosper
P. O. Box 307
Prosper, Texas 75078

DEVELOPMENT AGREEMENT

(Preserve at Doe Creek)

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____, 2015, by and between **M/I HOMES OF DFW, LLC**, a Delaware limited liability company ("Developer"), and the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality ("Town"), on the terms and conditions hereinafter set forth.

WITNESSETH:

WHEREAS, Developer owns approximately 47.7 acres of land, more or less, situated in the B.R. Hodges Survey, Abstract No. 593, and the J. Morton Survey, Abstract Number 793, Town of Prosper, Denton County, Texas, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, pursuant to the Water and Wastewater Improvement Plan, Ordinance No. 11-71 (the "Master Water Plan"), Developer desires to, subject to the terms and conditions set forth herein, construct certain Water Improvements (as defined in Paragraph 3, below) to serve the Property; and

WHEREAS, Developer desires to fulfill its obligation to pay Water Impact Fees (as defined in Paragraph 4, below) as prescribed in Town Ordinance No. 95-01, amended by Ordinance Nos. 96-17, 01-24, 02-19, 02-57, 06-91 and 11-71, as they exist or hereafter may be amended (individually and collectively the "Impact Fee Ordinance"); and

WHEREAS, subject to the terms and provisions hereof, the parties agree that Developer may fulfill its obligation to pay Water Impact Fees in the manner set forth below.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, Town and Developer agree as follows:

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

2. **Easements.** (a) The parties shall cooperate with each other in obtaining from third parties any and all easements, including, but not limited to, the easements depicted and described on Exhibit B (the "Third Party Water Improvement Easements") necessary or appropriate, as reasonably determined by Town, for timely construction, completion and dedication of the Water Improvements required herein. The Third Party Water Improvement Easements will be obtained as follows:

(i) Developer's Responsibilities. Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Water Improvement Easements, including, but not limited to, title work, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioner's fees and costs of appeal, if any ("Easement Acquisition Fees"). If requested by Town, Developer shall, at its sole cost and expense, lead all easement acquisition efforts for the Third Party Water Improvement Easements, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Water Improvement Easements as required herein. Developer shall pay any and all Easement Acquisition Fees within seven (7) calendar days of receiving a written request from Town for the same.

(ii) Town's Rights and Responsibilities. Town will, at Developer's sole cost and expense, provide, among any other assistance deemed reasonably necessary by Town, technical, engineering, legal and administrative assistance, as selected by Town, to acquire, by purchase or condemnation, the Third Party Water Improvement Easements. Town shall review and approve any and all documents associated with the Third Party Water Improvement Easements required herein. If Town determines, in its reasonable discretion, that condemnation proceedings are necessary to secure the Third Party Water Improvement Easements, Town shall have the right to, at Developer's sole cost and expense, take any and all steps Town deems necessary to initiate said proceedings.

(b) The Third Party Water Improvement Easements shall be filed and recorded prior to the commencement of construction of the Water Improvements or any portion thereof, unless a Right of Entry is secured, a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date.

(c) If the Third Party Water Improvement Easements are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Town, the land made the subject of the Third Party Water Improvement Easements, within ninety (90) days after the execution hereof on terms acceptable to Town, then Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third Party Water Improvement Easements as soon as reasonably possible. Notwithstanding anything to the contrary herein, Town and M/I Homes agree that Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

(d) For any Third Party Water Improvement Easement located west of the Property, the Town shall reimburse Developer for reasonable easement acquisition costs incurred by Developer; however, such acquisition costs shall be approved by the Town prior to acquisition, such approval not to be unreasonably withheld. The reimbursement by the Town shall be a reimbursement of water impact fees owed for the development of the Property. The reimbursement shall be paid to Developer within thirty (30) days of receipt of same by Town. The water impact fees so reimbursed are those water impact fees assessed by the Town, pursuant to the provisions of Article 10.02 of the Town's Code of Ordinances, as amended. In the event that the foregoing reimbursement exceeds actual water impact fees for the Property, then Developer shall be entitled to reimbursement of said excess amount within thirty (30) days, subject to reasonable documentation being provided the Town by Developer verifying Developer's request for acquisition cost reimbursement.

3. **Water Improvements.** (a) Developer shall, at its sole cost and expense except as provided in Paragraph 4 below, construct and install a: (i) 1,095 feet of twenty-four inch (24”) water line along the east side of Gee Road from approximately 1,300 feet south of Fishtrap Road to the future intersection of Fishtrap Road and Gee Road; and (ii) 1,405 feet of twenty-four inch (24”) water line along the south side of Fishtrap Road to the future intersection of Fishtrap and Gee Road; and (iii) 3,895 feet of twenty-four inch (24”) water line along Gee Road from the future intersection of Fishtrap Road and Gee Road to Lancashire Lane in the Glenbrooke Estates development, as depicted on the Master Water Plan and in the locations generally depicted on Exhibit C, attached hereto and incorporated herein for all purposes, (collectively referred to herein as the “Water Improvements”).

(b) Developer shall bid the construction of the Water Improvements with three (3) qualified contractors and shall provide copies of the bids received for such items to Town within five (5) business days of Developer’s receipt of same. Developer shall: (i) execute a contract for the construction of the Water Improvements with the lowest responsible bidder, as mutually and reasonably determined by Town and Developer; (ii) commence, or cause to be commenced, construction of the Water Improvements within seven (7) business days following execution of a contract for construction of the Water Improvements or otherwise as soon as reasonably possible in accordance with the accepted bid; (iii) construct the Water Improvements in accordance with the Town-approved engineering plans, specifications and designs; and (iv) complete the Water Improvements and obtain Town’s acceptance of same prior to Town’s final acceptance of the first phase of the Property.

(c) Developer represents that the estimated Water Improvements construction costs are One Million, Four Thousand, Four Hundred Eighty-Five and 50/100 Dollars (\$1,004,485.50), as more particularly described in Exhibit D, attached hereto and incorporated herein for all purposes (the “Estimated Construction Costs”). Prior to receiving any credit and/or reimbursement described in Paragraph 4 below, Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the Water Improvements construction costs have been paid by Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town (“Evidence of Payment(s)”).

4. **Water Impact Fees/Credit for Water Impact Fees/Reimbursement.** (a) Pursuant to the Impact Fee Ordinance, the water impact fees owed on the Property are Four Hundred Seventy One Thousand, Nine Hundred and No/100 Dollars (\$471,900.00) (the “Water Impact Fees”).

(b) Provided Developer completes the Water Improvements in accordance with this Agreement, the Property will receive a credit against the Water Impact Fees owed on the Property in an amount equal to the actual construction costs associated with the Water Improvements (the “Credit”). The phrase “construction costs” as used herein shall mean the actual construction costs, including design costs, construction costs, bonds, fees, engineering costs, surveying costs and geotechnical materials testing associated with the Water Improvements as well as acquisition costs of Third Party Water Improvement Easements, not to exceed fair market value for same. No construction costs for the Water Improvements shall be incurred by Developer until Developer submits the construction costs to Town’s Engineer for review and written approval.

(c) Because the anticipated construction costs of the Water Improvements exceed the Credit, Town will provide Developer with a reimbursement (the "Reimbursement") by which the final amount of all construction costs incurred by Developer for construction and acceptance by Town of the Water Improvements exceeds the Credit. Based upon the Estimated Construction Costs, the preliminary estimate of the Reimbursement is Five Hundred Thirty-Two Thousand, Five Hundred Eighty-Five and 50/100 Dollars (\$532,585.50). Commencing upon Town's acceptance of the Water Improvements and Developer having provided to Town the required Evidence of Payment(s), Town will repay the Reimbursement to Developer within thirty (30) days.

5. **Default.** If Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days' written notice to comply from Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 15-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, Town shall have the following remedies, in addition to Town's other rights and remedies:

- (a) to refuse to issue building permits for the Property; and/or
- (b) to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or
- (c) to refuse, without notice and/or any other action, to issue and/or apply the Credit; and/or
- (d) to construct and/or complete the Water Improvements and collect the applicable water impact fees; and/or
- (e) to seek specific enforcement of this Agreement.

In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement as its sole and exclusive remedy.

6. **Acknowledgements/Release/Waiver.** (a) Developer agrees and acknowledges that: (i) Town is entering into this Agreement based on Developer's representations and warranties with regard to the water service needed to serve the Property; (ii) Town makes no representations whatsoever with regard to the completion of the Water Improvements, other than Town agrees to process Developer's request for acceptance to the Water Improvements in a similar manner as the Town normally processes such requests; (iii) all necessary Water Improvements have not been completed and/or secured so as to serve the Property; and (iv) until acceptance of the Water Improvements as provided in this Agreement, Town is not required to and will not release any building permits and/or any Certificates of Occupancy.

(b) **DEVELOPER, ALONG WITH ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND/OR ANY OTHER THIRD PARTIES FOR WHOM DEVELOPER IS LEGALLY RESPONSIBLE, DOES/DO HEREBY FULLY, COMPLETELY AND UNCONDITIONALLY RELEASE, RELINQUISH AND DISCHARGE TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, SERVANTS, AGENTS, REPRESENTATIVES AND**

EMPLOYEES, FROM ANY AND ALL CLAIMS, DEMANDS, DEBTS, DAMAGES, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR OTHERWISE, OBLIGATIONS, LIABILITIES, COSTS, EXPENSES, CONTROVERSIES, LIENS, ENCUMBRANCES, ACTIONS AND CAUSES OF ACTION AND DEFICIENCIES OF ANY KIND OR CHARACTER WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER IN TORT OR CONTRACT, WHETHER FIXED, CONTINGENT OR OTHERWISE WHICH ARISE FROM OR RELATE IN ANY MANNER WHATSOEVER TO THE FACTS ALLEGED OR THAT COULD HAVE BEEN ALLEGED AND CLAIMS ASSERTED OR THAT COULD HAVE BEEN ASSERTED BY DEVELOPER RELATING TO THE ONSITE EARLY RELEASE TO CONSTRUCT.

(c) **NOTWITHSTANDING THE FACT THAT ALL NECESSARY WATER IMPROVEMENTS, AND ASSOCIATED THIRD PARTY WATER IMPROVEMENT EASEMENTS, HAVE NOT BEEN COMPLETED AND/OR SECURED SO AS TO SERVE THE PROPERTY, DEVELOPER HEREBY AGREES THAT IT HAS REQUESTED THE ONSITE EARLY RELEASE TO CONSTRUCT AND ASSUMES ANY AND ALL LIABILITY, CONSEQUENCES, DAMAGES OR OTHERWISE WHICH MAY RESULT, DIRECTLY OR INDIRECTLY, FROM IT CONTINUING WITH THE DEVELOPMENT OF THE PROPERTY.**

(d) This paragraph shall survive the termination of this Agreement.

7. **Limitation of Liability.** Notwithstanding anything to the contrary herein, the parties agree and acknowledge that Town shall not, under any circumstance, be required to tender, and/or be liable to Developer for, any reimbursement of and/or payment of any monies with regard to the matters set forth herein, save and except as provided in Paragraph 4 above.

8. **Covenant Running with Land.** This Agreement shall be a covenant running with the land and the Property and shall be binding upon and inure to the benefit of Developer, and its successors and assigns. In addition, the parties shall cause this Agreement to be filed in the Land Records of Denton County, Texas. Notwithstanding the foregoing, the obligations herein that burden the Property shall be released automatically upon acceptance by the Town of the Water Improvements as set forth in this Agreement. Any third party, including any title company, grantee or lien holder, shall be entitled to rely on the immediately preceding sentence to establish whether such termination has occurred with respect to any lot. The Town agrees to execute and deliver, in recordable form, a form of release or other evidence of termination as Developer may reasonably request and that is reasonably satisfactory to Town.

9. **Limitations of Agreement.** The parties hereto acknowledge that this Agreement is limited to the Water Impact Fees as described in the Impact Fee Ordinance. Town ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, thoroughfare fees, park fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Town under any other ordinance, whether now existing or in the future arising.

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

upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to Town, addressed to it at:

Town of Prosper
Att'n: Town Manager
P. O. Box 307
121 West Broadway Street
Prosper, Texas 75078
Telephone: (972) 346-2640
Facsimile: (972) 347-2111

With a copy to:

Brown & Hofmeister, L.L.P.
Att'n: Terrence S. Welch
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Telephone: (214) 747-6100
Facsimile: (214) 747-6111

If to Developer, addressed to it:

Louie Ocana
Area Division President
M/I Homes of DFW, LLC
405 State Highway 121, A210
Lewisville, Texas 75067
Telephone: (972) 315-6400
Facsimile: (972) 315-6399

With a copy to:

Winstead PC
Att'n: Barry R. Knight
2728 N. Harwood Street
500 Winstead Building
Dallas, Texas 75207
Telephone: (214) 745-5274
Facsimile: (214) 745-5390

11. INDEMNIFICATION. (A) DEVELOPER DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS TOWN AND ITS TOWN COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), TO THE EXTENT CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS CONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, TRUSTEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY

OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE WATER IMPROVEMENTS AND/OR THE ONSITE EARLY RELEASE TO CONSTRUCT, IN WHOLE OR IN PART, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF TOWN (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST TOWN BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER, AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND TOWN AGAINST ALL SUCH CLAIMS, AND TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT TOWN (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (THE "JUDGMENT"), THEN DEVELOPER IS NOT REQUIRED TO INDEMNIFY OR DEFEND TOWN TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO TOWN FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT TOWN IS JOINTLY, CONCURRENTLY, OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, TOWN AGREES TO REIMBURSE DEVELOPER FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY DEVELOPER THAT ARE ATTRIBUTABLE TO TOWN'S PERCENTAGE OF JOINT, CONCURRENT, OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, TO DEVELOPER WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE DATE OF THE JUDGMENT.

(B) TOWN SHALL HAVE THE RIGHT TO REASONABLY APPROVE DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY TOWN, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY TOWN IN WRITING. TOWN RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, TOWN IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY TOWN IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND TOWN OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY TOWN PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN TOWN-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF TOWN'S WRITTEN NOTICE THAT TOWN IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, TOWN

SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY TOWN.

(C) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. PARTIES' ACKNOWLEDGEMENT OF TOWN'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE WATER IMPROVEMENTS AND/OR THE FEES TO BE IMPOSED BY TOWN REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

- (A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
- (B) VIOLATION OF THE TEXAS WATER CODE, AS IT EXISTS OR MAY BE AMENDED;
- (C) NUISANCE; AND/OR
- (D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST TOWN FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(II) THE AMOUNT OF DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON THE TOWN'S INFRASTRUCTURE.

(III) DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO TOWN PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE. DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY TOWN RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S ADJACENT PROPERTY ON TOWN'S INFRASTRUCTURE. DEVELOPER AND TOWN FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT

CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

- (IV) DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS TOWN FROM ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPERS' RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH.
- (B) DEVELOPER RELEASES TOWN FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION PURSUANT TO THIS AGREEMENT BASED ON EXCESSIVE OR ILLEGAL EXACTIONS.
- (C) DEVELOPER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST TOWN PURSUANT TO THIS AGREEMENT FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.
- (D) THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

13. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof, unless specifically enumerated herein. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in this Agreement provides Town with fair notice of any Developer's project. **DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS AGREEMENT. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

14. **Attorney's Fees.** In any legal proceeding brought to enforce the terms of this Agreement, including but not limited to, a proceeding brought pursuant to Paragraphs 5, 6, 11 and 12 above, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

15. **Incorporation of Recitals.** The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of Town and the authorized representative of Developer.

16. **Developer's Warranties/Representations.** All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by Developer to Town under this Agreement shall be considered to have been relied upon by Town and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by Town or on Town's behalf.

17. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the parties hereto.

18. **Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton County, Texas.

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

20. **Counterparts.** This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

21. **Authority to Execute.** The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

22. **Savings/Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. **Representations.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

24. **Sovereign Immunity.** The parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement. For purposes of enforcement of this Agreement, however, Town agrees that it has waived its sovereign immunity, and to that extent only.

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

26. **Assignment/Binding Effect.** This Agreement is assignable upon the following conditions:

- (a) the assignment of the Agreement must be evidenced by a recordable document. The recordable document referred to in this paragraph is subject to the reasonable

approval of Town;

(b) at the time of any assignment, Developer must give the assignee written notice that any and all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee. The notice provided pursuant to this paragraph is subject to the reasonable approval of Town;

(c) Developer will file any approved, executed assignment in the Land Records of Denton County, Texas; and

(d) Developer shall provide Town with the name, address, phone number, fax number and the name of a contact person for the assignee.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as authorized herein.

27. **Indemnification.** The parties agree that the Indemnity provisions set forth in Paragraphs 11 and 12 herein are conspicuous, and the parties have read and understood the same.

28. **Construction.** All construction described herein shall be subject to and in compliance with all ordinances of Town, whether now existing, hereafter amended or in the future arising. Evidence of any bonds required by Section 212.073 of the Texas Local Government Code, or other applicable law, shall be provided by Developer to Town.

29. **Conveyances.** All conveyances required herein shall be made in a form acceptable to Town and free and clear of any and all encumbrances.

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

31. **Reference to Developer.** When referring to "Developer" herein, this Agreement shall refer to and be binding upon and inure to the benefit of, Developer, and its successors and assignees.

32. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed \$5,000.00 within ten (10) days upon receipt of an invoice of same from Prosper.

33. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

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

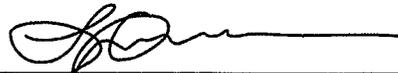
TOWN:

TOWN OF PROSPER, TEXAS

DEVELOPER:

M/I HOMES OF DFW, LLC
a Delaware limited liability company

By: _____
Harlan Jefferson, Town Manager

By:  _____
Title: AREA PRESIDENT

Date: _____

Date: 12/15/14

EXHIBIT A

(Legal Description and Depiction of the Property)

EXHIBIT A

LEGAL DESCRIPTION

TRACT I

BEING that certain tract of land situated in the BENJAMIN R. HODGES SURVEY, ABSTRACT NO. 593, AND THE JOHN MORTON SURVEY, ABSTRACT NO. 793, in Denton County, Texas, and being all of that certain called 45.488 acre tract of land described in deed to Fishtrap 45, LP recorded in Document No. 2009-148492, Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows;

BEGINNING at a 5/8 inch iron rod with cap marked PETITT RPLS 4087 set in the approximate center of Fish Trap Road (an undedicated public road at this point) for the northwest corner of said Fishtrap 45, LP tract, and being located on the west line of that certain tract of land described in deed to Jen Han, Chenglie Pan, Katherine Wang, and Rich P.Y. Cheung, recorded in Document No. 2013-40018, RPRDCT, from which a mag nail found at the northeast corner of said Han, Pan, Wang, and Cheung tract bears North 00 degrees 52 minutes 21 seconds East, a distance of 4.79 feet;

THENCE South 87 degrees 48 minutes 10 seconds East, along the approximate center of said Fish Trap Road and the north line of said Fishtrap 45, LP tract, passing at a distance of 24.70 feet a mag nail found at a southwesterly corner of that certain tract of land described in deed to West Prosper Village Partners, LP, recorded in Document No. 2011-33302, RPRDCT, continuing with said center of Fish Trap Road, said north line of the Fishtrap 45, LP tract, the south line of said West Prosper Village Partners, LP tract, and the south line of that certain tract of land described in deed to West Prosper Village Partners, LP, recorded in Document No. 2011-74141, RPRDCT, in all, a distance of 1,207.75 feet to a mag nail found at the northeast corner of said Fishtrap 45, LP tract, and the southeast corner of said West Prosper Village Partners, LP tract recorded in Document No. 2011-74141, RPRDCT;

THENCE leaving the approximate center of Fish Trap Road, and with the easterly line of the Fishtrap 45, LP tract, the following:

South 02 degree 17 minutes 10 seconds East, a distance of 204.23 feet to a 5/8 inch iron rod with cap marked PETITT RPLS 4087 set for corner;

South 75 degrees 12 minutes 54 seconds East, a distance of 31.47 feet to a 5/8 inch iron rod with cap marked PETITT RPLS 4087 set for corner;

South 02 degree 04 minutes 11 seconds East, a distance of 170.89 feet to a 5/8 inch iron rod with cap marked KHA found for corner, from which a disturbed Corp of Engineers monument found bears South 59 degrees 50 minutes 01 seconds East, a distance of 0.32 feet;

South 35 degrees 32 minutes 53 seconds West, a distance of 530.96 feet to a Corp of Engineers monument found for corner;

South 19 degrees 28 minutes 26 seconds East, a distance of 739.83 feet to a Corp of Engineers monument (disturbed) found for corner;

North 75 degrees 22 minutes 08 seconds West, passing at a distance of 275.00 feet an iron rod with cap marked RPLS 4857 found, said iron rod being located at the northeast corner of that certain called 2.000 acre tract of land described in deed to Fishtrap 45, LP, recorded in Document No. 2012-76064, continuing in all, a distance of 402.11 feet to a Corp of Engineers monument found for corner;

And South 07 degrees 58 minutes 00 seconds West, a distance of 670.00 feet to a Corp of Engineers (aluminum disk) monument found for corner, said monument being located at the southeast corner of the aforementioned Fishtrap 45, LP tract recorded in Document No. 2009-148492, RPRDCT, and the southwest corner of said Fishtrap 45, LP tract recorded in Document No. 2012-76064, from which

an iron rod with cap marked RPLS 4857 found bears South 58 degrees 33 minutes 16 seconds East, a distance of 137.64 feet;

THENCE North 58 degrees 15 minutes 29 seconds West, with the southwesterly line of said Fishtrap 45, LP tract recorded in Document No. 2009-148492, RPRDCT, a distance of 870.07 feet to a 5/8 inch iron rod with cap marked PETITT RPLS 4087 set for corner;

THENCE North 00 degree 52 minutes 21 seconds East, with the west line of the Fishtrap 45, LP tract recorded in Document No. 2009-148492, RPRDCT, a distance of 701.61 feet to a 5/8 inch iron rod with cap marked PETITT RPLS 4087 found for corner, said iron rod being a northeast corner of Glenbrooke Estates Phase 2A, an addition to Denton County according to Final Plat recorded in Document No. 2010-133, of the Plat Records of Denton County, Texas, and also being located on the south line of the aforementioned Han, Pan, Wang, and Cheung tract;

THENCE South 89 degrees 24 minutes 26 seconds East, with the south line of said Han, Pan, Wang, and Cheung tract, a distance of 6.98 feet to a 1/2 inch iron rod found for corner;

THENCE North 00 degrees 52 minutes 21 seconds East, with the east line of the Han, Pan, Wang, and Cheung tract, passing at a distance of 936.45 feet an iron rod with cap marked RPLS 3700 , continuing in all, a distance of 961.57 feet to the POINT OF BEGINNING and containing 45.605 acres of land.

TRACT II

BEING that certain tract of land situated in the BENJAMIN R. HODGES SURVEY, ABSTRACT NO. 593, in Denton County, Texas, and being all of that certain called 2.000 acre tract of land described in deed to Fishtrap 45, LP recorded in Document No. 2012-76064, RPRDCT, and being more particularly described as follows;

BEGINNING at a Corp of Engineers monument (aluminum disk) found, said monument being located at the southeast corner of that certain tract of land described in deed to Fishtrap 45, LP, recorded in Document No. 2009-148492, RPRDCT, and the southwest corner of said Fishtrap 45, LP tract recorded in Document No. 2012-76064, RPRDCT;

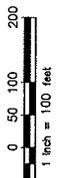
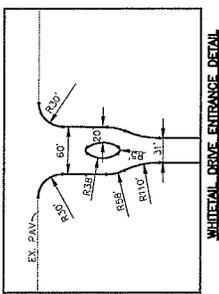
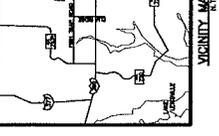
THENCE North 07 degrees 58 minutes 00 seconds East, with an easterly line of said Fishtrap 45, LP tract recorded in Document No. 2009-148492, RPRDCT, and the west line of the Fishtrap 45, LP tract recorded in Document No. 2012-76064, RPRDCT, a distance of 670.00 feet to a Corp of Engineers monument found for corner;

THENCE South 75 degrees 22 minutes 08 seconds East, with a southerly line of the Fishtrap 45, LP, recorded in Document No. 2009-148492, RPRDCT, and the north line of the Fishtrap 45, LP tract recorded in Document No. 2012-76064, RPRDCT, a distance of 127.11 feet to an iron rod with cap marked RPLS 4857 found for corner, from which a Corp of Engineers monument found bears South 75 degrees 22 minutes 08 seconds East, a distance of 275.00 feet;

THENCE South 07 degrees 58 minutes 00 seconds West, with the east line of the Fishtrap 45, LP tract recorded in Document No. 2012-76064, RPRDCT, a distance of 710.08 feet to an iron rod with cap marked RPLS 4857 found for corner, from which a Corp of Engineers monument found bears South 58 degrees 33 minutes 16 seconds East, a distance of 111.79 feet, said monument being the most easterly northeast corner of Glenbrooke Estates Phase 1, an addition to Denton County according to Final Plat recorded in Cabinet X, Pages 717-720, of the Plat Records of Denton County, Texas;

THENCE North 58 degrees 33 minutes 16 seconds West, with a northeasterly line of said Glenbrooke Estates Phase 1, a distance of 137.64 feet to the POINT OF BEGINNING and containing 2.000 acres of land.

Note: The bearings shown and recited hereon are referenced to the Texas State Plane Coordinate System - Texas North Central Zone No. 4202 NAD 83.



LINE	LENGTH	BEARING	AREA	TYPE	MARK	TYPE	MARK	TYPE	MARK
L1	13.87	N70.04+21°E	8.333 SF	TYPE 'A'	C-7	TYPE 'A'	F-10	TYPE 'A'	CHORD
L2	14.60	S22.00+16°E	14.854 SF	TYPE 'A'	C-6	TYPE 'A'	F-11	TYPE 'A'	CHORD
L3	15.45	N88.73+30°W	8.897 SF	TYPE 'A'	C-5	TYPE 'A'	F-12	TYPE 'A'	CHORD
L4	16.30	S12.21+13°W	8.837 SF	TYPE 'A'	C-4	TYPE 'A'	F-13	TYPE 'A'	CHORD
L5	17.15	N34.54+13°E	10.030 SF	TYPE 'A'	C-3	TYPE 'A'	F-14	TYPE 'A'	CHORD
L6	18.00	S83.13+21°E	10.030 SF	TYPE 'A'	C-2	TYPE 'A'	F-15	TYPE 'A'	CHORD
L7	18.85	S72.92+16°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-16	TYPE 'A'	CHORD
L8	19.70	S62.72+11°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-17	TYPE 'A'	CHORD
L9	20.55	S52.52+6°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-18	TYPE 'A'	CHORD
L10	21.40	S42.32+1°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-19	TYPE 'A'	CHORD
L11	22.25	S32.12+4°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-20	TYPE 'A'	CHORD
L12	23.10	S21.92+9°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-21	TYPE 'A'	CHORD
L13	23.95	S11.72+14°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-22	TYPE 'A'	CHORD
L14	24.80	S01.52+19°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-23	TYPE 'A'	CHORD
L15	25.65	S11.32+24°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-24	TYPE 'A'	CHORD
L16	26.50	S21.12+29°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-25	TYPE 'A'	CHORD
L17	27.35	S30.92+34°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-26	TYPE 'A'	CHORD
L18	28.20	S40.72+39°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-27	TYPE 'A'	CHORD
L19	29.05	S50.52+44°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-28	TYPE 'A'	CHORD
L20	29.90	S60.32+49°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-29	TYPE 'A'	CHORD
L21	30.75	S70.12+54°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-30	TYPE 'A'	CHORD
L22	31.60	S79.92+59°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-31	TYPE 'A'	CHORD
L23	32.45	S89.72+64°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-32	TYPE 'A'	CHORD
L24	33.30	S99.52+69°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-33	TYPE 'A'	CHORD
L25	34.15	S109.32+74°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-34	TYPE 'A'	CHORD
L26	35.00	S119.12+79°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-35	TYPE 'A'	CHORD
L27	35.85	S128.92+84°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-36	TYPE 'A'	CHORD
L28	36.70	S138.72+89°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-37	TYPE 'A'	CHORD
L29	37.55	S148.52+94°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-38	TYPE 'A'	CHORD
L30	38.40	S158.32+99°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-39	TYPE 'A'	CHORD
L31	39.25	S168.12+104°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-40	TYPE 'A'	CHORD
L32	40.10	S177.92+109°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-41	TYPE 'A'	CHORD
L33	40.95	S187.72+114°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-42	TYPE 'A'	CHORD
L34	41.80	S197.52+119°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-43	TYPE 'A'	CHORD
L35	42.65	S207.32+124°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-44	TYPE 'A'	CHORD
L36	43.50	S217.12+129°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-45	TYPE 'A'	CHORD
L37	44.35	S226.92+134°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-46	TYPE 'A'	CHORD
L38	45.20	S236.72+139°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-47	TYPE 'A'	CHORD
L39	46.05	S246.52+144°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-48	TYPE 'A'	CHORD
L40	46.90	S256.32+149°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-49	TYPE 'A'	CHORD
L41	47.75	S266.12+154°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-50	TYPE 'A'	CHORD
L42	48.60	S275.92+159°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-51	TYPE 'A'	CHORD
L43	49.45	S285.72+164°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-52	TYPE 'A'	CHORD
L44	50.30	S295.52+169°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-53	TYPE 'A'	CHORD
L45	51.15	S305.32+174°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-54	TYPE 'A'	CHORD
L46	52.00	S315.12+179°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-55	TYPE 'A'	CHORD
L47	52.85	S324.92+184°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-56	TYPE 'A'	CHORD
L48	53.70	S334.72+189°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-57	TYPE 'A'	CHORD
L49	54.55	S344.52+194°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-58	TYPE 'A'	CHORD
L50	55.40	S354.32+199°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-59	TYPE 'A'	CHORD
L51	56.25	S364.12+204°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-60	TYPE 'A'	CHORD
L52	57.10	S373.92+209°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-61	TYPE 'A'	CHORD
L53	57.95	S383.72+214°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-62	TYPE 'A'	CHORD
L54	58.80	S393.52+219°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-63	TYPE 'A'	CHORD
L55	59.65	S403.32+224°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-64	TYPE 'A'	CHORD
L56	60.50	S413.12+229°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-65	TYPE 'A'	CHORD
L57	61.35	S422.92+234°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-66	TYPE 'A'	CHORD
L58	62.20	S432.72+239°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-67	TYPE 'A'	CHORD
L59	63.05	S442.52+244°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-68	TYPE 'A'	CHORD
L60	63.90	S452.32+249°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-69	TYPE 'A'	CHORD
L61	64.75	S462.12+254°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-70	TYPE 'A'	CHORD
L62	65.60	S471.92+259°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-71	TYPE 'A'	CHORD
L63	66.45	S481.72+264°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-72	TYPE 'A'	CHORD
L64	67.30	S491.52+269°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-73	TYPE 'A'	CHORD
L65	68.15	S501.32+274°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-74	TYPE 'A'	CHORD
L66	69.00	S511.12+279°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-75	TYPE 'A'	CHORD
L67	69.85	S520.92+284°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-76	TYPE 'A'	CHORD
L68	70.70	S530.72+289°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-77	TYPE 'A'	CHORD
L69	71.55	S540.52+294°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-78	TYPE 'A'	CHORD
L70	72.40	S550.32+299°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-79	TYPE 'A'	CHORD
L71	73.25	S560.12+304°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-80	TYPE 'A'	CHORD
L72	74.10	S569.92+309°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-81	TYPE 'A'	CHORD
L73	74.95	S579.72+314°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-82	TYPE 'A'	CHORD
L74	75.80	S589.52+319°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-83	TYPE 'A'	CHORD
L75	76.65	S599.32+324°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-84	TYPE 'A'	CHORD
L76	77.50	S609.12+329°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-85	TYPE 'A'	CHORD
L77	78.35	S618.92+334°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-86	TYPE 'A'	CHORD
L78	79.20	S628.72+339°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-87	TYPE 'A'	CHORD
L79	80.05	S638.52+344°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-88	TYPE 'A'	CHORD
L80	80.90	S648.32+349°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-89	TYPE 'A'	CHORD
L81	81.75	S658.12+354°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-90	TYPE 'A'	CHORD
L82	82.60	S667.92+359°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-91	TYPE 'A'	CHORD
L83	83.45	S677.72+364°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-92	TYPE 'A'	CHORD
L84	84.30	S687.52+369°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-93	TYPE 'A'	CHORD
L85	85.15	S697.32+374°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-94	TYPE 'A'	CHORD
L86	86.00	S707.12+379°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-95	TYPE 'A'	CHORD
L87	86.85	S716.92+384°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-96	TYPE 'A'	CHORD
L88	87.70	S726.72+389°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-97	TYPE 'A'	CHORD
L89	88.55	S736.52+394°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-98	TYPE 'A'	CHORD
L90	89.40	S746.32+399°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-99	TYPE 'A'	CHORD
L91	90.25	S756.12+404°E	10.030 SF	TYPE 'A'	C-1	TYPE 'A'	F-100	TYPE 'A'	CHORD

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD
C1	123.13°	295.00	54.83	27.42	54.52	54.52
C2	77.47°	37.50	18.19	9.28	18.01	18.01
C3	22.45°	87.50	28.30	13.53	28.72	28.72
C4	22.45°	100.00	47.11	24.03	46.67	46.67
C5	80.31°	50.00	70.27	42.35	64.63	64.63
C6	147.38°	80.00	154.61	206.80	115.25	115.25
C7	35.32°	395.00	276.77	197.78	389.53	389.53
C8	123.13°	625.00	243.91	177.17	345.34	345.34
C9	147.38°	940.00	345.00	243.91	474.86	474.86
C10	171.63°	1255.00	446.00	313.21	604.38	604.38
C11	195.88°	1570.00	547.00	382.55	733.89	733.89
C12	220.13°	1885.00	648.00	451.89	863.41	863.41
C13	244.38°	2200.00	749.00	521.23	992.93	992.93
C14	268.63°	2515.00	850.00	590.57	1122.45	1122.45
C15	292.88°	2830.00	951.00	659.91	1251.97	1251.97
C16	317.13°	3145.00	1052.00	729.25	1381.49	1381.49
C17	341.38°	3460.00	1153.00	798.59	1511.01	1511.01
C18	365.63°	3775.00	1254.00	867.93	1640.53	1640.53
C19	389.88°	4090.00	1355.00	937.27	1770.05	1770.05
C20	414.13°	4405.00	1456.00	1006.61	1900.57	1900.57
C21	438.38°	4720.00	1557.00	1075.95	2031.09	2031.09
C22	462.63°	5035.00	1658.00	1145.29	2161.61	2161.61
C23	486.88°	5350.00	1759.00	1214.63	2292.13	2292.13
C24	511.13°	5665.00	1860.00	1283.97	2422.65	2422.65
C25	535.38°	5980.00	1961.00	1353.31	2553.17	2553.17
C26	559.63°	6295.00	2062.00	1422.65	2683.69	2683.69
C27	583.88°	6610.00	2163.00	1491.99	2814.21	2814.21
C28	608.13°	6925.00	2264.00	1561.33	2944.73	2944.73
C29	632.38°	7240.00	2365.00	1630.67	3075.25	3075.25
C30	656.63°	7555.00	2466.00	1700.01	3205.77	3205.77
C31	680.88°	7870.00	2567.00	1769.35	3336.29	3336.29
C32	705.13°	8185.00	2668.00	1838.69	3466.81	3466.81
C33	729.38°	8500.00	2769.00	1908.03	3597.33	3597.33
C34	753.63°	8815.00	2870.00	1977.37	3727.85	3727.85
C35	777.88°	9130.00	2971.00	2046.71	3858.37	3858.37
C36	802.13°	9445.00	3072.00	2116.05	3988.89	3988.89
C37	826.38°	9760.00	3173.00	2185.39	4119.41	4119.41
C38	850.63°	10075.00	3274.00	2254.73	4249.93	4249.93
C39	874.88°	10390.00	3375.00	2324.07	4380.45	4380.45
C40						

EXHIBIT B

(Third Party Water Improvement Easements)

“NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS’ LICENSE NUMBER.”

AFTER RECORDING, RETURN TO:

Town of Prosper
Attn: Town Secretary
121 W. Broadway Street
P.O. Box 307
Prosper, TX 75078

WATER EASEMENT & TEMP. CONSTRUCTION EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COLLIN

That _____ (“Grantor”), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipality, (“Grantee”) the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, re-build, replace, relocate, alter, remove and perpetually maintain water line facilities (“Facilities”), together with all incidental improvements, and all necessary laterals in, upon and across certain real property owned by Grantor and located in the Town of Prosper, Collin County, Texas, as more particularly described in and depicted on Exhibit “A”, attached hereto and incorporated herein for all purposes (“Easement Property”). Notwithstanding the foregoing, it is agreed that the Facilities shall not be constructed above the surface of the Easement Property, except other than as needed for blow-offs, valves or fire hydrants at a level even with the natural surface grade of the Easement Property. Furthermore, in installing, maintaining and operating the Facilities, Grantee shall not change the direction or flow of surface

drainage of storm water over the Easement Property.

This conveyance also includes a temporary construction easement on such property as described on Exhibit "B" attached hereto and incorporated herein for all purposes ("Temporary Construction Easement Property") for the purpose of excavation, construction and laying of the Facilities within the Easement Property described herein (the "Temporary Construction Easement"). The Temporary Construction Easement granted herein will terminate and cease upon the earlier of (a) completion of construction of the Facilities and acceptance of the Facilities by the Town of Prosper, or (b) two (2) years from the date Grantor has signed this instrument. As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the same perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property and/or Temporary Construction Easement Property (but only during the term of the Temporary Construction Easement), or any part of either thereof, for the purpose of constructing, reconstructing, altering, operating, relocating and maintaining the Facilities, and all incidental improvements and for making connections therewith.

Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Easement Property and Temporary Construction Easement Property (but only during the term thereof) unto Grantee, its successors and assigns, against every person whomsoever

lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee for any reason is unable to access the Easement Property, then Grantor shall allow Grantee access to the Easement Property over Grantor's adjacent property as may be reasonably necessary for Grantee to access the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property and/or Temporary Construction Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and/or Temporary Construction Easement Property that were removed as a result of such work.

There are no liens, attachments, or other monetary encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or

requirements, as they exist, may be amended or in the future arising. Grantee will not unreasonably deny a request to encroach on the Easement Property.

Further, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities and/or which will affect and/or interfere, in any way, with the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities.

This instrument shall be binding upon, and inure to the benefit of, Grantee and Grantor, and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this _____ day of _____, 2013.

GRANTOR:

_____, _____,
a Texas _____

By: _____
[INSERT AUTHORIZED SIGNATOR, TITLE]

**AGREED AND ACCEPTED:
TOWN OF PROSPER, TEXAS**

By: _____
Harlan Jefferson, Town Manager

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the _____ and duly authorized representative of _____, a Texas _____, and he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2013.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared **Harlan Jefferson, Town Manager** for and on behalf of the **TOWN OF PROSPER, TEXAS**, a Texas home-rule municipal corporation; he acknowledged to me he is the duly authorized representative of the Town of Prosper, Texas and that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2013.

Notary Public in and for the State of Texas
My Commission Expires: _____

JOINDER OF LIENHOLDER

The undersigned, being the holder(s) of the lien against a portion of the Water Easement Property and Temporary Construction Easement evidenced by:

Vendor's Lien retained in Deed, dated _____, filed for record on _____ and recorded under Clerk's File No. _____, Real Property Records of Collin County, Texas, securing the payment of one certain promissory note of even date in the principal amount of \$_____, payable to the order of _____, said note being additionally secured by Deed of Trust (with Security Agreement and Assignment of Rents) of even date therewith to _____, Trustee, filed for record on _____ and recorded under Clerk's File No. 2_____, Real Property Records of Collin County, Texas, and subject to all of the terms, conditions and stipulations contained therein, including but not limited to any future indebtedness also secured by this lien; and

[ADDITIONAL LIENS AS SHOWN ON TITLE SEARCH].

hereby consents to the execution of the foregoing Water Easement and Temporary Construction Easement agrees that in the event of a foreclosure of the Easement Property and/or Temporary Construction Easement or any portion thereof and/or the underlying property or any portion thereof (or deed in lieu thereof), the Water Easement and/or Temporary Construction Easement will remain in full force and effect and shall not be extinguished by such foreclosure (or deed in lieu thereof).

_____,
a _____

By: _____

Printed Name: _____

Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me he/she is the _____ and duly authorized representative of _____, a Texas _____, and he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2013.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
Legal Description and Depiction of the Easement Property

EXHIBIT B

WATER LINE EASEMENT

U.S. TOTAL CARE, CORP. TRACT

BEING that certain tract of land located in the JOHN MORTON SURVEY, ABSTRACT NO. 793, in Denton County, Texas, and being part of that certain tract of land described in deed to U.S. Total Care, Corp. recorded in Document No. 2010-39040, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod found, said iron rod being located at the northeast corner of said U.S. Total Care, Corp. tract, and being located on a westerly line of that certain tract of land described in deed to TVG Texas I, LLC, recorded in Document No. 2012-59927, RPRDCT, and also being located on the southerly line of Fish Trap Road (undedicated right-of-way), from which a 1/2 inch capped iron rod (RPLS #5560) located at the southeast corner of that certain tract of land described in deed to Corey Graham bears North 01°10' 57" East, a distance of 60.76 feet;

THENCE South 01°05' 51" West, leaving said southerly line of Fish Trap Road, with the east line of the U.S. Total Care, Corp. tract, and the westerly line of the TVG Texas I, LLC tract, a distance of 17.45 feet to a point for corner, from which a Corp of Engineers monument located at the southeast corner of the U.S. Total Care, Corp. tract bears South 01°05' 51" West, a distance of 261.25 feet;

THENCE North 88°35' 13" West, leaving said common line of the U.S. Total Care, Corp. tract and the TVG Texas I, LLC tract, a distance of 500.25 feet to a point for corner;

THENCE North 87°44' 47" West, a distance of 81.66 feet to a point for corner, said point being located on the west line of the U.S. Total Care, Corp. tract, and the easterly line of that certain tract of land described in deed to M/I Homes of DFW, LLC recoded in Document No. 2014-21076, RPRDCT, from which a 5/8 inch iron rod with cap marked "PETITT-RPLS 4087" found at the southwest corner of the U.S. Total Care, Corp. tract bears South 02°17' 10" East, a distance of 150.67 feet;

THENCE North 02°17' 10" West, with said common line of the U.S. Total Care, Corp. tract, and the said M/I Homes of DFW, LLC tract, a distance of 20.06 feet to a point for corner, from which a mag nail found at the most northerly northeast corner of the M/I Homes of DFW, LLC tract, bears North 02°17' 10" West, a distance of 33.50 feet;

THENCE South 87°44' 47" East, leaving the common line of the U.S. Total Care, Corp. tract, and the M/I Homes of DFW, LLC tract, a distance of 83.10 feet to a point for corner;

THENCE South 88°35' 13" East, a distance of 289.81 feet to a point for corner, said point being located on the north line of the U.S. Total Care, Corp. tract, and the aforementioned southerly line of Fish Trap Road;

THENCE South 87°53' 26" East, with said north line of the U.S. Total Care, Corp. tract, and said southerly line of Fish Trap Road, a distance of 210.21 feet to the POINT OF BEGINNING of herein described tract, and containing a calculated area of 0.261 acres of land.

Note: The bearings shown and recited hereon are referenced to the Texas State Plane Coordinate System - Texas North Central Zone No. 4202 NAD 83.

WEST PROSPER VILLAGE PARTNERS, LP
DOC. NO. 2011-74141 RPRDCT

COREY GRAHAM
DOC. NO. 2013-130390 RPRDCT

JOHN MORTON SURVEY ~ ABSTRACT NO. 793

ANGUS B. JAMISON SURVEY ~ ABSTRACT NO. 672

M/I HOMES OF DFW, LLC
DOC. NO. 2014-21076 RPRDCT

U.S. TOTAL CARE, CORP.
DOC. NO. 2010-39040 RPRDCT

TVG TEXAS I, LLC
DOC. NO. 2012-59927 RPRDCT

TVG TEXAS I, LLC
DOC. NO. 2012-59927 RPRDCT

COE MON. FND.

MAG. NAIL FND.

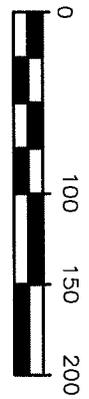
CONCRETE MONUMENT FND.

1/2" CIRCF (#3560)

POINT OF BEGINNING

S01°05'51"W 17.45'

SCALE: 1"=100'



LEGEND

- RPRDCT REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
- PRDCT PLAT RECORDS DENTON COUNTY, TEXAS
- IRF IRON ROD FOUND
- CIRF CAPPED IRON ROD FOUND
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- VOL. VOLUME
- PG. PAGE
- R.O.W. RIGHT-OF-WAY
- ESM*T EASEMENT
- CAB. CABINET

25' TEMPORARY CONSTRUCTION EASEMENT

VARIABLE

FISH TRAP ROAD

APPROXIMATE C.L. (UNDEDICATED)

APPROXIMATE SURVEY LINE

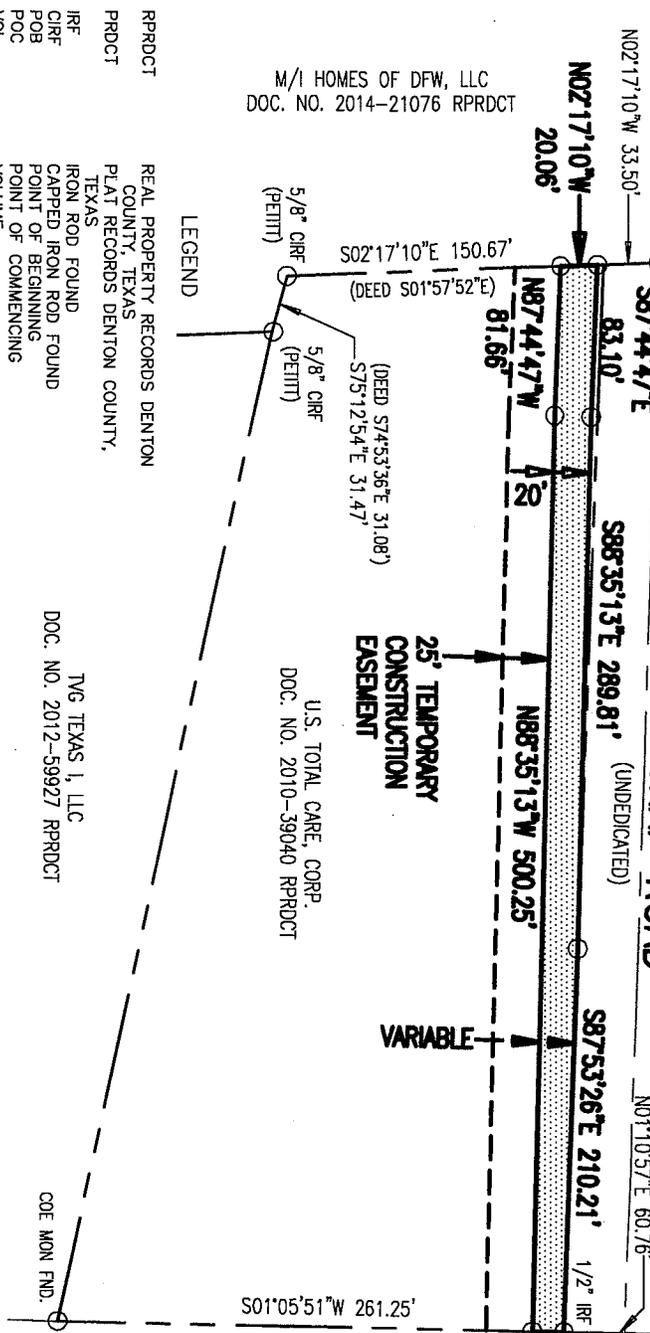


EXHIBIT "A"
EASEMENT PROPERTY
0.261 ACRES
DENTON COUNTY, TEXAS



PETTITT BARRAZA
ENGINEERING PLANNING SURVEYING

1631 N. Glenville Drive, Suite 208
Richardson, Texas 75081

Tel. No. (214) 221-9955
Fax No. (214) 340-3550

JOHN MORTON SURVEY
~ ABSTRACT NO. 793

DATE: SEPTEMBER 2014
JOB NO. 11002-00

SCALE: 1"=100'

NOTES:

THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM ~ TEXAS NORTH CENTRAL ZONE NO. 4202 - NAD 83.

EXHIBIT B

WATER LINE EASEMENT

TVG TEXAS I, LLC TRACT

BEING that certain tract of land located in the ANGUS B. JAMISON SURVEY, ABSTRACT NO. 672, the H.P. SALING SURVEY, ABSTRACT NO. 1628, and the MEP & PRR SURVEY, ABSTRACT NO. 1476, in Denton County, Texas, and being part of that certain tract of land described in deed to TVG Texas I, LLC, recorded in Document No. 2012-59927, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows;

BEGINNING at a 1/2 inch iron rod found, said iron rod being located on a westerly line of said TVG Texas I, LLC tract, and also being the northeast corner of that certain tract of land described in deed to U.S. Total Care, Corp. recorded in Document No. 2010-39040, RPRDCT, and also being located on the southerly line of Fish Trap Road (undedicated right-of-way);

THENCE North $01^{\circ}10'57''$ East, with said westerly line of the TVG Texas I, LLC tract, a distance of 2.56 feet to a point for corner, from which a 1/2 inch capped iron rod (RPLS #5560) located at the southeast corner of that certain tract of land described in deed to Corey Graham recorded in Document No. 2013-130390, RPRDCT, bears North $01^{\circ}10'57''$ East, a distance of 58.20 feet;

THENCE leaving said westerly line of the TVG Texas I, LLC tract, and said southerly line of Fish Trap Road, the following bearings and distances to points for corner:

South $88^{\circ}35'13''$ East, a distance of 25.48 feet;
 South $42^{\circ}40'40''$ East, a distance of 124.00 feet;
 South $88^{\circ}13'01''$ East, a distance of 164.29 feet;
 North $01^{\circ}46'59''$ East, a distance of 83.76 feet;
 South $88^{\circ}13'01''$ East, a distance of 10.00 feet;
 South $01^{\circ}46'59''$ West, a distance of 83.76 feet;
 South $88^{\circ}13'01''$ East, a distance of 473.03 feet;
 And South $77^{\circ}28'47''$ East, a distance of 429.72 feet, said point being the beginning of a tangent curve to the right;

THENCE with said curve having a central angle of $03^{\circ}39'14''$, a radius of 1410.00 feet, a chord which bears South $75^{\circ}39'10''$ East, a chord distance of 89.90 feet, and an arc distance of 89.92 feet to the end of said curve, a point for corner;

THENCE North $17^{\circ}01'51''$ East, a distance of 66.71 feet to a point for corner;

THENCE South $72^{\circ}58'09''$ East, a distance of 10.00 feet to a point for corner;

THENCE South $17^{\circ}01'51''$ West, a distance of 66.59 feet to a point for corner, said point being the beginning of a non-tangent curve to the right;

THENCE with said curve having a central angle of $17^{\circ}53'46''$, a radius of 1410.00 feet, a chord which bears South $64^{\circ}28'17''$ East, a chord distance of 438.62 feet, and an arc distance of 440.41 feet to the end of said curve, a point for corner;

THENCE South $44^{\circ}28'00''$ East, a distance of 90.72 feet to a point for corner;

THENCE North $45^{\circ}32'00''$ East, a distance of 152.45 feet to a point for corner, said point being the beginning of a tangent curve to the right;

THENCE with said curve having a central angle of $49^{\circ}01'02''$, a radius of 807.50 feet, a chord which bears North $70^{\circ}02'31''$ East, a chord distance of 669.95 feet, and an arc distance of 690.83 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

South $85^{\circ}26'58''$ East, a distance of 365.12 feet;
North $04^{\circ}33'47''$ East, a distance of 83.49 feet;
South $85^{\circ}26'13''$ East, a distance of 15.00 feet;
South $04^{\circ}33'47''$ West, a distance of 83.49 feet;
And South $85^{\circ}26'58''$ East, a distance of 135.97 feet, said point being located on the westerly line of a right-of-way dedication for Fish Trap Road according to Final Plat for Windsong Ranch Phase 1A, an addition to the Town of Prosper recorded in Document No. 2014-248, of the Plat Records of Denton County, Texas;

THENCE South $04^{\circ}33'02''$ West, with said westerly right-of-way dedication line for Fish Trap Road, a distance of 15.00 feet to a point for corner;

THENCE North $85^{\circ}26'58''$ West, leaving the westerly right-of-way dedication line for Fish Trap Road, a distance of 516.09 feet to a point for corner, said point being the beginning of a tangent curve to the left;

THENCE with said curve having a central angle of $49^{\circ}01'02''$, a radius of 792.50 feet, a chord which bears South $70^{\circ}02'31''$ West, a chord distance of 657.51 feet, and an arc distance of 678.00 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

South $45^{\circ}32'00''$ West, a distance of 3.13 feet;
South $45^{\circ}51'35''$ East, a distance of 23.52 feet;
South $44^{\circ}08'25''$ West, a distance of 10.00 feet;
North $45^{\circ}51'35''$ West, a distance of 23.77 feet;
South $45^{\circ}32'00''$ West, a distance of 18.13 feet;
And South $37^{\circ}34'26''$ East, a distance of 78.24 feet, said point being the beginning of a tangent curve to the right;

THENCE with said curve having a central angle of $37^{\circ}34'26''$, a radius of 1482.50 feet, a chord which bears South $18^{\circ}47'13''$ East, a chord distance of 954.88 feet, and an arc distance of 972.21 feet to the end of said curve, a point for corner;

THENCE South, a distance of 33.26 feet to a point for corner;

THENCE North $89^{\circ}06'36''$ West, passing at a distance of 3.50 feet the northeast corner of a corner clip located at the intersection of the northerly right-of-way line of Acacia Parkway (variable width R.O.W.), and the easterly right-of-way line of Gee Road (variable width R.O.W.), dedicated according to the aforementioned Final Plat for Windsong Ranch Phase 1A, continuing with the north end of the dedication for Gee Road, in all, a total distance of 15.00 feet to a point for corner;

THENCE North, leaving said north dedication line for Gee Road, a distance of 33.03 feet to a point for corner, said point being the beginning of a tangent curve to the left;

THENCE with said curve having a central angle of $37^{\circ}34'26''$, a radius of 1467.50 feet, a chord which bears North $18^{\circ}47'13''$ West, a chord distance of 945.22 feet, and an arc distance of 962.37 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

North 37°34 26 West, a distance of 76.42 feet;
South 45°32 00 West, a distance of 106.08 feet;
South 44°28 00 East, a distance of 15.00 feet;
South 45°32 00 West, a distance of 20.00 feet;
And North 44°28 00 West, a distance of 118.78 feet, said point being the beginning of a non-tangent curve to the left;

THENCE with said curve having a central angle of 21°52 36 , a radius of 1390.00 feet, a chord which bears North 66°32 28 West, a chord distance of 527.52 feet, and an arc distance of 530.73 feet to the end of said curve, a point for corner;

THENCE the following bearings and distances to points for corner:

North 77°28 47 West, a distance of 427.84 feet;
North 88°13 01 West, a distance of 653.84 feet;
North 42°40 40 West, a distance of 123.91 feet;
And North 88°35 13 West, a distance of 16.90 feet, said point being located on the aforementioned westerly line of the TVG Texas I, LLC tract, and the east line of the aforementioned U.S. Total Care, Corp. tract, from which a Corp of Engineers monument located at the southeast corner of said U.S. Total Care, Corp. tract bears South 01°05 51 West, a distance of 261.25 feet;

THENCE North 01°05 51 East, with said common line of the TVG Texas I, LLC tract, and the U.S. Total Care, Corp. tract, a distance of 17.45 feet to the POINT OF BEGINNING of herein described tract, and containing a calculated area of 1.769 acres of land.

Note: The bearings shown and recited hereon are referenced to the Texas State Plane Coordinate System - Texas North Central Zone No. 4202 NAD 83.

COREY GRAHAM
DOC. NO. 2013-130390
RPRDCT

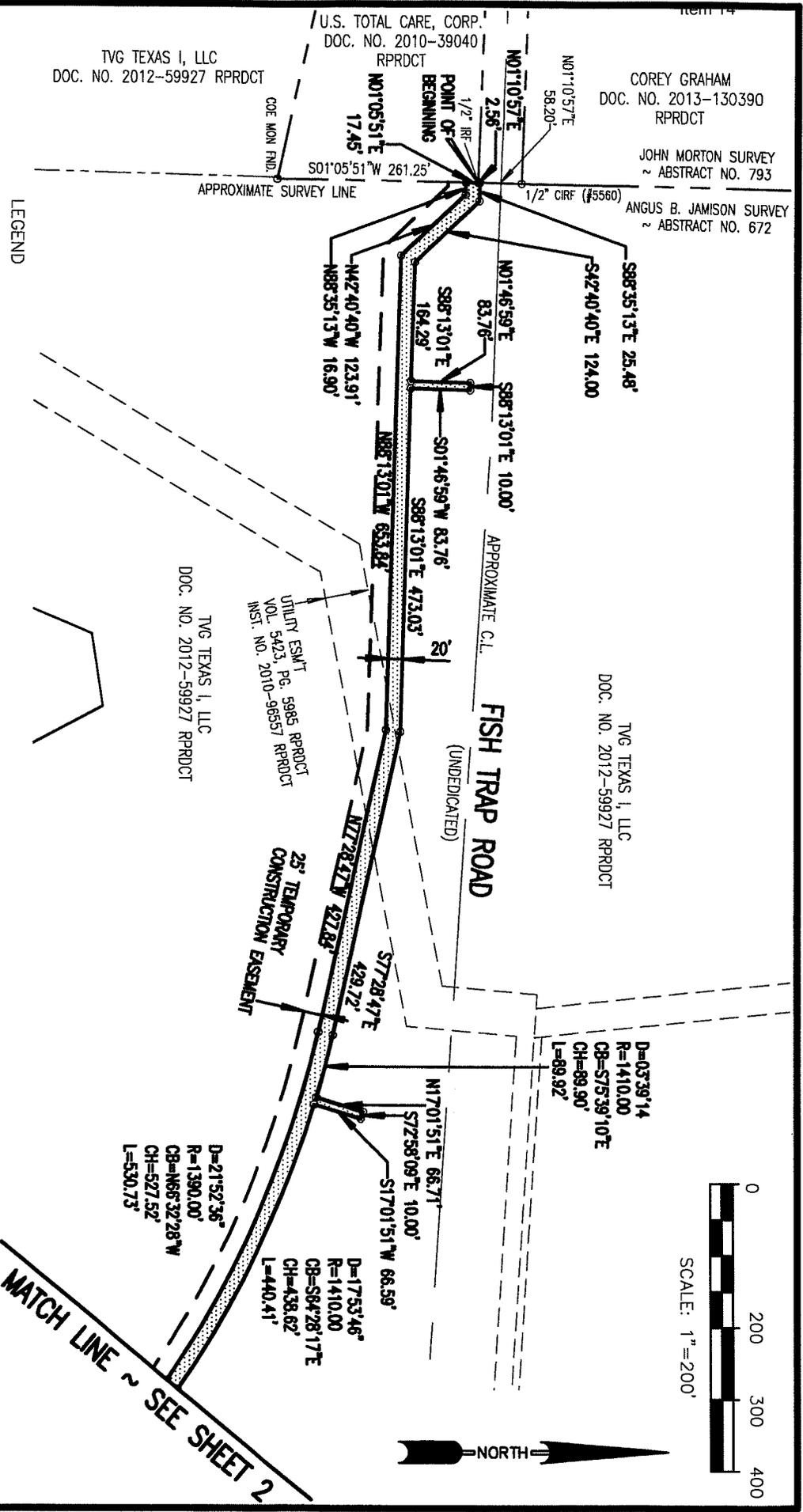
JOHN MORTON SURVEY
~ ABSTRACT NO. 793

ANGUS B. JAMISON SURVEY
~ ABSTRACT NO. 672

U.S. TOTAL CARE, CORP.
DOC. NO. 2010-39040
RPRDCT

TVG TEXAS I, LLC
DOC. NO. 2012-59927 RPRDCT

TVG TEXAS I, LLC
DOC. NO. 2012-59927 RPRDCT



MATCH LINE ~ SEE SHEET 2

RPRDCT REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
 PRDCT PLAT RECORDS DENTON COUNTY, TEXAS
 IRR IRON ROD FOUND
 CIRF CAPPED IRON ROD FOUND
 POC POINT OF BEGINNING
 VOL. POINT OF COMMENCING
 PG. VOLUME
 R.O.W. PAGE
 ESMT RIGHT-OF-WAY
 CAB. EASEMENT CABINET

PART OF THE
ANGUS B. JAMISON SURVEY ~ ABSTRACT NO. 672
H.P. SALING SURVEY ~ ABSTRACT NO. 1628 &
MEP & PRR SURVEY ~ ABSTRACT NO. 1476

DENTON COUNTY, TEXAS
EASEMENT PROPERTY
EXHIBIT "A"
1.769 ACRES
PETTIT BARRAZA
 ENGINEERING PLANNING SURVEYING

NOTE:
 THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM ~ TEXAS NORTH CENTRAL ZONE NO. 4202 - NAD 83.

1651 N. Glenville Drive, Suite 208
 Richardson, Texas 75061
 Tel. No. (214) 221-9955
 Fax No. (214) 340-3550
 DATE: SEPTEMBER 2014
 TBPLS FIRM REG. #101088
 JOB NO. 11002-00
 SCALE: 1"=200'

EXHIBIT "B"
Depiction of Temporary Construction Easement Property

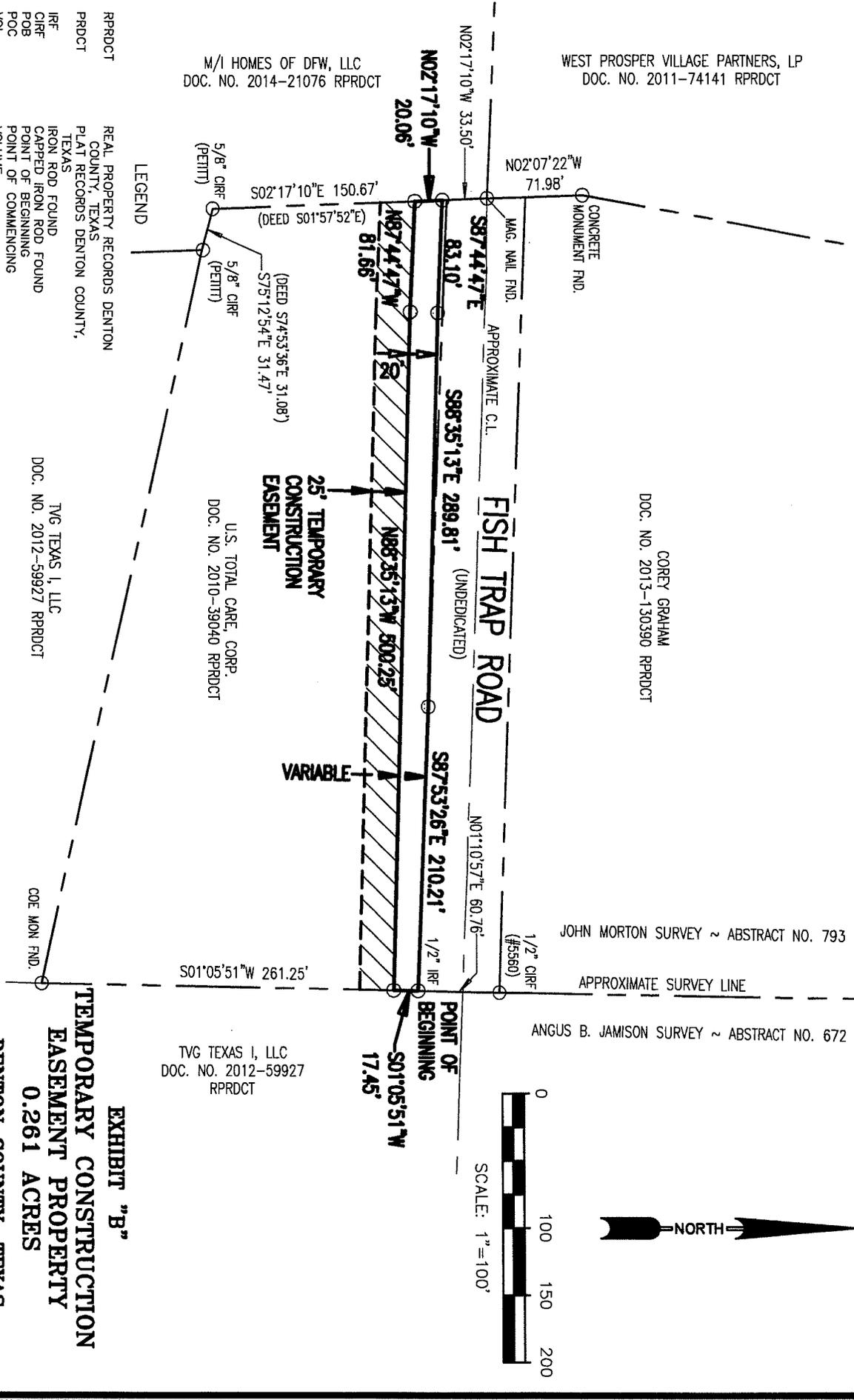
WEST PROSPER VILLAGE PARTNERS, LP
DOC. NO. 2011-74141 RPRDCT

M/I HOMES OF DFW, LLC
DOC. NO. 2014-21076 RPRDCT

COREY GRAHAM
DOC. NO. 2013-130390 RPRDCT

JOHN MORTON SURVEY ~ ABSTRACT NO. 793

ANGUS B. JAMISON SURVEY ~ ABSTRACT NO. 672



RPRDCT REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
PRDCT PLAT RECORDS DENTON COUNTY, TEXAS
IRF IRON ROD FOUND
CIRF CAPPED IRON ROD FOUND
POB POINT OF BEGINNING
POC POINT OF COMMENCING
VOL. VOLUME
PG. PAGE
R.O.W. RIGHT-OF-WAY
ESMT EASEMENT
CAB. CABINET

TVG TEXAS I, LLC
DOC. NO. 2012-59927 RPRDCT

U.S. TOTAL CARE, CORP.
DOC. NO. 2010-39040 RPRDCT

EXHIBIT "B"
TEMPORARY CONSTRUCTION EASEMENT PROPERTY 0.261 ACRES
DENTON COUNTY, TEXAS

NOTES:
THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM ~ TEXAS NORTH CENTRAL ZONE NO. 4202 - NAD 83.

JOHN MORTON SURVEY ~ ABSTRACT NO. 793

DATE: SEPTEMBER 2014
JOB NO. 11002-00



PETITT BARRAZA
ENGINEERING PLANNING SURVEYING

1651 N. Glenville Drive, Suite 208
Richardson, Texas 75081

Tel. No. (214) 221-9955
Fax No. (214) 340-3550

TBPLS FIRM REG. #101088
SCALE: 1"=100'

RECORD 14
 COREY GRAHAM
 DOC. NO. 2013-130390
 RPRDCT
 JOHN MORTON SURVEY
 ~ ABSTRACT NO. 793
 ANGUS B. JAMISON SURVEY
 ~ ABSTRACT NO. 672

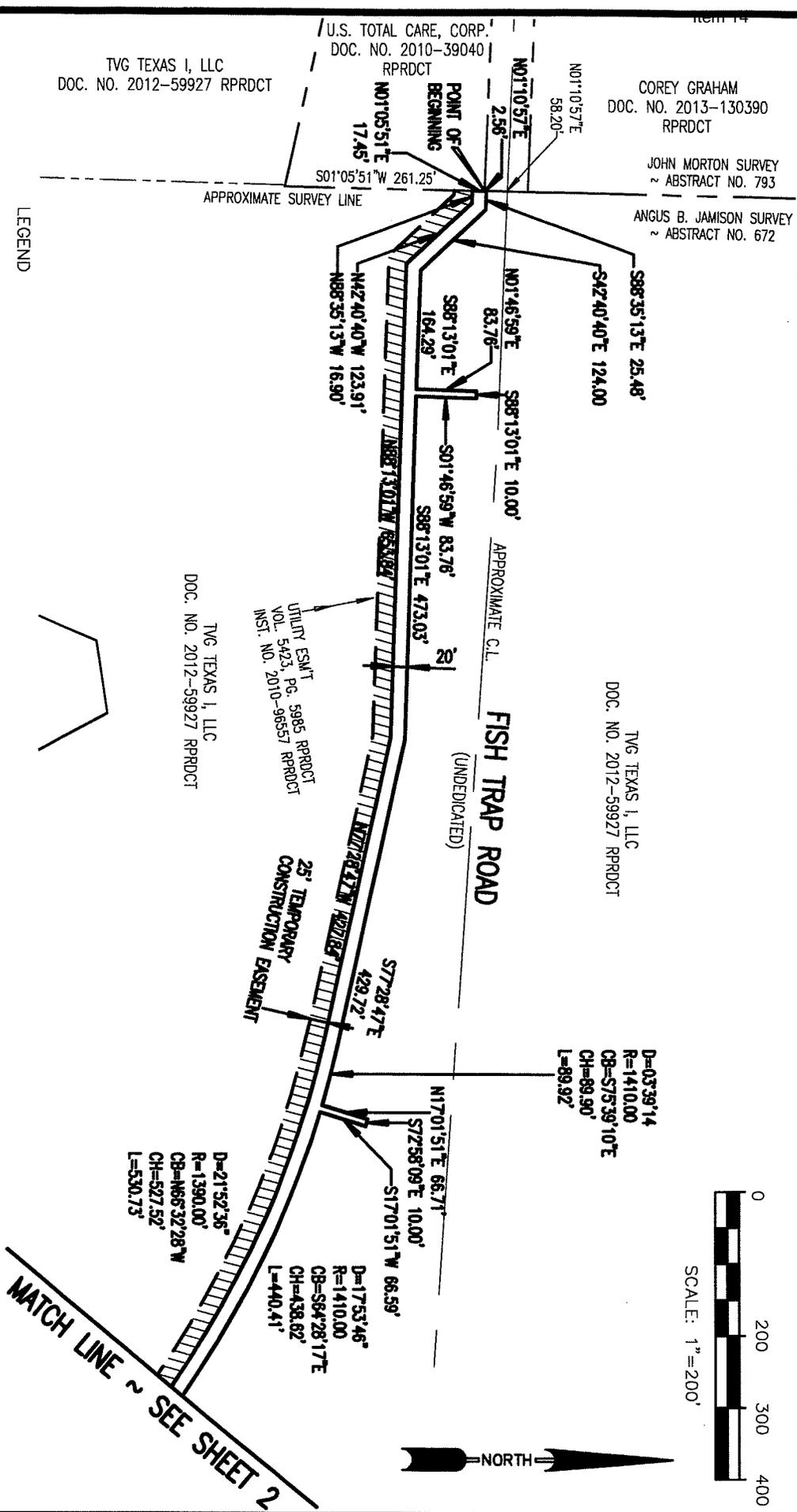
U.S. TOTAL CARE, CORP.
 DOC. NO. 2010-39040
 RPRDCT
 TVG TEXAS I, LLC
 DOC. NO. 2012-59927 RPRDCT

LEGEND

RPRDCT REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
 PRDCT PLAT RECORDS DENTON COUNTY, TEXAS
 IFR IRON ROD FOUND
 CIRF CAPPED IRON ROD FOUND
 POB POINT OF BEGINNING
 POC POINT OF COMMENCING
 VOL. VOLUME
 PG. PAGE
 R.O.W. RIGHT-OF-WAY
 ESM'T EASEMENT
 CAB. CABINET

PART OF THE
ANGUS B. JAMISON SURVEY ~ ABSTRACT NO. 672
H.P. SALING SURVEY ~ ABSTRACT NO. 1628 &
MEP & PRR SURVEY ~ ABSTRACT NO. 1476

NOTE:
 THE BEARINGS SHOWN AND RECITED HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM ~ TEXAS NORTH CENTRAL ZONE NO. 4202 - NAD 83.



TVG TEXAS I, LLC
 DOC. NO. 2012-59927 RPRDCT

TVG TEXAS I, LLC
 DOC. NO. 2012-59927 RPRDCT

D=03°39'14
 R=1410.00
 CB=S75°39'10"E
 CH=89.90'
 L=89.92'

D=21°52'36"
 R=1390.00'
 CB=N65°32'28"W
 CH=527.52'
 L=530.73'

D=17°53'46"
 R=1410.00
 CB=S64°28'17"E
 CH=438.62'
 L=440.41'

EXHIBIT "B"
TEMPORARY CONSTRUCTION
EASEMENT PROPERTY
DENTON COUNTY, TEXAS
PETTIT BARRAZA
 ENGINEERING PLANNING SURVEYING

1651 N. Glenville Drive, Suite 208
 Richardson, Texas 75081
 Tel. No. (214) 221-9955
 Fax No. (214) 340-3550
 DATE: SEPTEMBER 2014
 TPPLS FIRM REG. #1101088
 JOB NO. 11002-00
 SCALE: 1"=200'

EXHIBIT C

(General Location of Water Improvements)

EXHIBIT C - GENERAL LOCATION
24" OFFSITE WATER
TOWN OF PROSPER, DENTON COUNTY, TEXAS

PETTIT BARRAZA
ENGINEERING ARCHITECTS PLANNING
1633 W. CHURCH DRIVE, SUITE 208
DENTON, TEXAS 76201
TYPE FROM REGISTRATION NO. 148
REG. NO. (TX) 24-0000
DATE SEPTEMBER 2014
JOB NO. 11000-00
SCALE: 1"=200'



EXHIBIT D

(Estimated Construction Costs)

CONTRACTED DEVELOPMENT COST
 PREPARED BY MI HOMES OF DFW, LLC ON DECEMBER 31, 2014
 OFFSITE WATER MAIN AT PRESERVE AT DOE CREEK
 PROSPER, TEXAS
 ENGINEER: PETITT BARRAZA, LLC

APPROXIMATE LENGTH OF WATER MAIN (FT): 7,080

<u>NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>	
1	24" C905 DR18 PVC WATER	LF	6365	\$ 94.00	\$ 598,310.00	
2	CONNECT TO EX. WATER	EA	3	\$ 3,000.00	\$ 9,000.00	
3	12" C900 DR18 PVC WATER	LF	410	\$ 38.00	\$ 15,580.00	
4	8" C900 DR18 PVC WATER	LF	100	\$ 26.50	\$ 2,650.00	
5	6" C900 DR18 PVC WATER	LF	205	\$ 23.50	\$ 4,817.50	
6	24" BUTTERFLY VALVE BOX	EA	8	\$ 11,800.00	\$ 94,400.00	
7	12" GATE VALVE AND BOX	EA	3	\$ 2,280.00	\$ 6,840.00	
8	8" GATE VALVE AND BOX	EA	2	\$ 1,435.00	\$ 2,870.00	
9	6" GATE VALVE AND BOX	EA	3	\$ 1,150.00	\$ 3,450.00	
10	2" COMBO AIR RELEASE & MANHOLE	EA	2	\$ 9,000.00	\$ 18,000.00	
11	FITTINGS	TON	10	\$ 1,000.00	\$ 10,000.00	
12	36" STEEL CASING	LF	620	\$ 155.00	\$ 96,100.00	
13	TESTING	LF	7080	\$ 1.00	\$ 7,080.00	
14	TRENCH SAFETY	LF	7080	\$ 0.10	\$ 708.00	
15	20" STEEL CASING	LF	210	\$ 75.00	\$ 15,750.00	
16	ENGINEERING	LS	1	\$ 85,350.00	\$ 85,350.00	
17	DENSITY TESTING	LS	1	\$ 9,110.00	\$ 9,110.00	
18	EROSION CONTROL	LS	1	\$ 24,470.00	\$ 24,470.00	
				TOTAL EST. COST	TOTAL	\$ 1,004,485.50