



Prosper is a place where everyone matters.

AGENDA
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Tuesday, July 12, 2016
6:00 p.m.

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

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

- 4a. Consider and act upon minutes from the following Town Council meetings. **(RB)**
 - Regular Meeting – June 28, 2016
 - Special Meetings – June 29, 2016
- 4b. Receive the May 2016 Financial Report. **(BP)**
- 4c. Consider and act upon approving the purchase of self-contained breathing apparatus, from Municipal Emergency Services, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program. **(JC)**
- 4d. Consider and act upon awarding Bid No. 2016-59-B to Durable Specialties, Inc., related to construction services for the First Street and DNT Traffic Signal Project; and authorizing the Town Manager to execute a construction agreement for same. **(MB)**
- 4e. Consider and act upon authorizing the Town Manager to execute Contract Amendment #1 to the Professional Engineering Services Agreement between Graham Associates, Inc., and the Town of Prosper, Texas, related to the Prosper Trail (Kroger – Coit) Project and the First Street (Dallas North Tollway – Coleman) project. **(HW)**
- 4f. Consider and act upon an amendment to the Capital Improvement Plan. **(HW)**
- 4g. 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)**

5. **CITIZEN COMMENTS:**

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

REGULAR AGENDA:

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

PUBLIC HEARINGS:

6. Conduct a Public Hearing, and consider and act upon a request for a Special Purpose Sign District for Windsong Ranch Marketplace, on 46.6± acres, located on the northeast corner of US 380 and Gee Road. (MD16-0002). **(JW)**
7. Conduct a Public Hearing, and consider and act upon an ordinance for a variance to a Special Purpose Sign District for the Gates of Prosper, on 93.0± acres, located on the northeast corner of US 380 and Preston Road. (MD16-0007). **(JW)**

DEPARTMENT ITEMS:

8. Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2016," including the adoption of an ordinance authorizing the issuance of such bonds and approving all other matters incident thereto. **(HJ)**
9. Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016," including the adoption of an ordinance authorizing the issuance of such certificates of obligation and approving all other matters incident thereto. **(HJ)**
10. Consider and act upon a request for a Façade Exception for the Tribute Memory Care Facility in the Prosper Town Center development, located on the west side of Hays Road, 900± feet north of First Street. (MD16-0006). **(JW)**
11. Consider and act upon a request for a Façade Exception for the Gates of Prosper, Phase 1, Block A, Lot 4, located on the northwest corner of future Lovers Lane and US 380, and Block B, Lot 3, located on the northwest corner of future Richland Boulevard and future Lovers Lane. (MD16-0008). **(JW)**
12. Discuss proposed amendments to the Zoning Ordinance regarding accessory structures and guest houses. **(JW)**

13. 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:

13a. *Section 551.087 – To discuss and consider economic development incentives.*

13b. *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.*

13c. *Section 551-074 – To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks and Recreation Board, Library Board, Prosper Economic Development Corporation Board, and Planning & Zoning Commission.*

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

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

- Mosquito Abatement Program (**JW**)

16. 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 July 8, 2016, by 5:00 p.m., and remained so posted at least 72 hours before said meeting was convened.

Robyn Battle, Town Secretary

Date Noticed Removed

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

NOTICE

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

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



Prosper is a place where everyone matters.

MINUTES
Meeting of the Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway Street
Prosper, TX 75078
Tuesday, June 28, 2016

1. Call to Order/Roll Call.

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

Council Members Present:

Mayor Ray Smith
Deputy Mayor Pro-Tem Jason Dixon
Councilmember Michael Korbuly
Councilmember Kenneth Dugger
Councilmember Meigs Miller
Councilmember Mike Davis

Council Members Absent:

Mayor Pro-Tem Curry Vogelsang, Jr.

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary/Public Information Officer
Terrence Welch, Town Attorney
Hulon Webb, Executive Director of Development and Community Services
John Webb, Development Services Director
Alex Glushko, Senior Planner
Jonathan Hubbard, Planner
January Cook, Purchasing Agent
Frank Jaromin, Public Works Director
Doug Kowalski, Chief of Police

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

Pastor John Fowler of First Presbyterian Church of Prosper led the invocation. The Pledge of Allegiance and the Pledge to the Texas flag were recited.

3. Announcements of recent and upcoming events.

Councilmember Korbuly read the following announcements:

Reconstruction of FM 1385 from US 380 to Mustang Road will take place over the next 10 days. During this time, FM 1385 will be one-way northbound from US 380 to Fishtrap. Motorists are encouraged to use caution in this area while the road improvement project is taking place.

Pride in the Sky returns to Frontier Park this Friday, July 1, from 5:00-10:00 p.m. Activities include a car show, charity softball game, Kid Zone, food trucks, vendors, and live music. Bring your blankets and lawn chairs and enjoy the fireworks at the end of the evening. A

shuttle service will run continuously from the Prosper High School parking lot. More information is available at www.prideinthesky.com

The next "Fun Fridays at Frontier" event will take place on July 8 at 10:00 a.m. in Frontier Park. The theme is "Art in the Park." Throughout the summer, the Parks and Recreation Department and the Library will hold weekly themed programs designed to keep young people physically and mentally fit during the summer months. More information about summer programs is available at www.prosperparksandrec.org

Town Offices will be closed in observance of the Independence Day Holiday on Monday, July 4. The Town Council wishes everyone a safe and happy Fourth of July.

4. **Presentations.**

- **Limited Access Roadway Presentation by Collin County Commissioner Susan Fletcher.**

Commissioner Susan Fletcher presented this item before the Town Council. She provided an overview of the current capacity of Limited Access Roadways (LARs) in Collin County, compared to Tarrant and Dallas County, and reviewed the current usage versus the projected usage at buildout. She explained the cooperative efforts that county has made to partner with municipalities, transit agencies, the Texas Department of Transportation, and the North Central Texas Council of Governments to develop a regional transportation plan that will serve the county's needs now and in the future. Finally, she reviewed cost projections and the estimated timeline to improve LARs and principal arterial roadways, including the extension of the Dallas North Tollway through Collin County.

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 – June 14, 2016**
- 5c. **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)**

Councilmember Dixon removed Item 5b from the Consent Agenda.

Councilmember Dugger made a motion and Councilmember Miller seconded the motion to approve Items 5a and 5c on the Consent Agenda. The motion was approved by a vote of 6-0.

5b. Consider and act upon authorizing the competitive sealed proposal procurement method for the purchase and installation of artificial field turf for the Town of Prosper Frontier Park - North Field Improvements project. (JC)

Purchasing Agent January Cook presented this item before the Town Council. She responded to questions from the Town Council related to the bid selection and the process for setting minimum specifications. While Dean Electric has been selected as the Construction Manager at Risk, oversight of the installation of the turf system will be conducted by the company to whom the bid is awarded. Ms. Cook explained that the procurement method selected will allow the Town to select the company that provides the best value.

After discussion, Councilmember Korbuly made a motion and Councilmember Dugger seconded the motion to approve the competitive sealed proposal procurement method for the purchase and installation of artificial field turf for the Town of Prosper Frontier Park - North Field Improvements project. 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.

Judy Saenger, 3011 Blackthorn Drive, Prosper, did not wish to speak, but expressed her support for a history museum in Prosper.

REGULAR AGENDA:

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PUBLIC HEARINGS:

Mayor Smith opened Items 7 and 8 concurrently.

- 7. Conduct a Public Hearing and consider and act upon an ordinance amending the Future Land Use Plan from Retail & Neighborhood Services to High Density Residential, on the northeast corner of First Street and Coit Road, to allow for an age-restricted, private gated, senior living development. (CA16-0002). [Companion Case Z16-0004] (JW)**
- 8. Conduct a Public Hearing and consider and act upon an ordinance rezoning 12.7± acres, from Retail (R) to Planned Development-Multifamily (PD-MF), located on the northeast corner of First Street and Coit Road, to allow for an age-restricted, private gated, senior living development. (Z16-0004). [Companion Case CA16-0002] (JW)**

Development Services Director John Webb presented this item before the Town Council. The proposed development will consist of 102 units within duplex, four-plex, five-plex, and six-plex buildings, on 12.7 acres, equating to 8.05 dwelling units per acre on a single lot. Because the development consists of multiple buildings on a single lot, it is technically classified as a multifamily development. The Multifamily District (MF) allows for a maximum of 15 dwelling units per acre. Rezoning requests which do not conform to the Future Land Use Plan shall be accompanied by a request to amend the Future Land Use Plan. Brenda McDonald, representing the developer, provided a PowerPoint presentation to address the criteria that will support an amendment to the Comprehensive Plan, and approval of the zoning request.

Mayor Smith opened the Public Hearing for Items 7 and 8 concurrently.

Robert "Bob" Goldman, 125 Springbrook Drive, Prosper, spoke in favor of the item, noting that he appreciated the efforts of the developer to work with the adjacent neighborhoods, specifically regarding fencing and landscaping.

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

Responding to questions from the Town Council on the proposed age restriction for residents, Town Attorney Terry Welch suggested revising the language in the development standards and deed restrictions that will prevent the Town from being obligated to enforce age restrictions on residents. Vaughan Mitchell, the developer, responded to questions from the Town Council on the number and type of similar projects he has built. Ms. McDonald, Mr. Mitchell, and Marc Tolson, the project architect, all responded that they would be willing to meet with Town staff to revise certain architectural and design elements in response to Council's requests.

Councilmember Dixon made a motion and Councilmember Korbuly seconded the request to table Item 7 and Item 8 to the July 26, 2016, Town Council meeting. The motion was approved by a vote of 6-0.

9. Conduct a Public Hearing, and consider and act upon a request for a Special Purpose Sign District for Windsong Ranch Marketplace, on 46.6± acres, located on the northeast corner of US 380 and Gee Road. (MD16-0002). (JW)

Development Services Director John Webb presented this item before the Town Council. The applicant has requested this item be tabled and the Public Hearing continued to the July 12, 2016, Town Council meeting to address comments from the Executive Development Team.

Councilmember Korbuly made a motion and Councilmember Dixon seconded the motion to table Item 9 to the July 12, 2016, Town Council meeting. The motion was approved by a vote of 6-0.

10. Conduct a Public Hearing, and consider and act upon a request for a Specific Use Permit (SUP) for a retail building with a flat roof, parapet wall and cornice, in the Shops at Prosper Trail, Block A, Lot 3, on 1.3± acres, located on the east side of Preston Road, 175± feet north of Prosper Trail. (S16-0007). (JW)

Development Services Director John Webb presented this item before the Town Council. The purpose of this request is to allow for a retail building with a flat roof, parapet wall and

cornice. Planned Development-68 (PD-68) states all pad sites shall have a pitched roof with a minimum 6 in 12 inch slope; however, a flat roof with a parapet wall and cornice may be permitted subject to Town Council approval of a SUP. Donald Silverman, the developer, addressed the Council on the design aspects of the project. Council was generally not in favor of the design, due to the lack of residential appearance. Mr. Silverman requested the item be tabled to revise the design.

Councilmember Dixon made a motion and Councilmember Dugger seconded the motion to table Item 10 to the July 26, 2016, Town Council meeting. The motion was approved by a vote of 6-0.

11. Conduct a Public Hearing, and consider and act upon a request for a variance to the Sign Ordinance, Section 1.09(M), regarding Subdivision Monuments, for the Villages at Legacy, located at the northeast corner of US 380 and Legacy Drive. (V16-0002). (JW)

Development Services Director John Webb presented this item before the Town Council. The applicant is seeking a variance for an off-premises subdivision monument for the Villages of Legacy development. The existing subdivision within the Villages of Legacy (Parks at Legacy) is approximately 2,000 feet north of US 380. The subdivision monument is proposed to be located off-premises adjacent to US 380 to allow for improved visibility to the existing subdivision, as well as to serve as the primary entrance for the overall development consisting of the multiple subdivisions. As shown on the site plan exhibit, the subdivision monument is proposed to be located 95 feet north of the US 380 right-of-way due to restrictions with multiple existing utility easements. Clint Richardson of Greater Texas Land Resources, spoke on behalf of the applicant to address the criteria required to be considered to determine the validity of a sign variance request.

Mayor Smith opened the Public Hearing.

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

Councilmember Dugger made a motion and Councilmember Korbuly seconded the motion to approve the request for a variance to the Sign Ordinance, Section 1.09(M), regarding Subdivision Monuments, for the Villages at Legacy, located at the northeast corner of US 380 and Legacy Drive. The motion was approved by a vote of 6-0.

DEPARTMENT ITEMS:

12. Consider and act upon a request for a façade exception for the Windsong Ranch, Phase 4A Amenity Center, located on the east side of Windsong Parkway, 1,500± feet north of Fishtrap Road. (MD16-0005). (JW)

Councilmember Korbuly stepped away from the Council bench at 8:08 p.m.

Development Services Director John Webb presented this item before the Town Council. The applicant is requesting the exterior of the structure be constructed of natural limestone and Ipe, which is a Brazilian hardwood. The Zoning Ordinance requires a 100% exterior masonry material. In 2013, the Town Council approved an amendment to Planned Development-40 (PD-40) to allow the use of Ipe as a primary material on the Windsong Ranch, Phase 1A amenity center. Approval of the proposed façade exception would allow the two amenity centers in Windsong Ranch to have consistent façade materials.

After discussion, Councilmember Dixon made a motion and Councilmember Dugger seconded the motion to approve a façade exception for the Windsong Ranch, Phase 4A Amenity Center, located on the east side of Windsong Parkway, 1,500± feet north of Fishtrap Road. The motion was approved by a vote of 5-1, with Councilmember Korbuly casting the opposing vote due to his absence.

Councilmember Korbuly returned to the Council bench at 8:12 p.m.

13. 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:

- 13a. Section 551.087 – To discuss and consider economic development incentives.**
- 13b. 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.**
- 13c. Section 551-074 – To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks and Recreation Board, Library Board, Prosper Economic Development Corporation Board, and Planning & Zoning Commission.**

The Town Council recessed into Executive Session at 8:14 p.m.

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

The Town Council reconvened the Regular Session at 9:27 p.m. No action was taken as a result of Executive Session.

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

- **Backflow Prevention Plan. (FJ)**

Public Works Director Frank Jaromin presented this item before the Town Council. The Council was presented with three options as they relate to requirements for proper backflow protection for the Town's residential wells: reduced pressure zone (RPZ) valves, air gaps, or a combination of both. Council determined that wells with existing air gaps will be allowed to keep them; however, those without any backflow prevention will be required to install RPZs. Town staff will present an ordinance for Council's consideration at a future meeting.

16. Adjourn.

The meeting was adjourned at 9:42 p.m. on Tuesday, June 28, 2016.

These minutes approved on the 12th day of July, 2016.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

DRAFT



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MINUTES

**Special Meeting of the
Prosper Town Council**
Fire Station No. 2

1140 S. Teel Parkway, Prosper, Texas
Wednesday, June 29, 2016

1. Call to Order/Roll Call.

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

Council Members Present:

Mayor Ray Smith
Deputy Mayor Pro-Tem Jason Dixon
Councilmember Kenneth Dugger
Councilmember Meigs Miller
Councilmember Mike Davis

Council Members Absent:

Mayor Pro-Tem Curry Vogelsang, Jr.
Councilmember Michael Korbuly

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary/Public Information Officer
Ronnie Tucker, Fire Chief
Stuart Blasingame, Assistant Fire Chief
Doug Kowalski, Chief of Police
Leigh Johnson, IT Director

2. The Town Council will tour the Town of Prosper Fire Station No. 2 site, 1140 S. Teel Parkway, Prosper.

The Town Council toured the site of Prosper Fire Station No. 2.

3. Presentation to and discussion by the Town Council of possible property acquisition and/or utilization, and all matters incident and related thereto.

This item was not discussed.

4. Adjourn.

The meeting was adjourned at 5:00 p.m. on Wednesday, June 29, 2016.

These minutes approved on the 12th day of July, 2016.

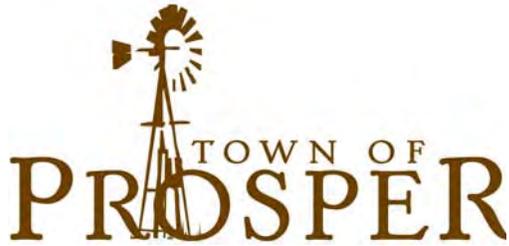
APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

DRAFT



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MINUTES
Special Meeting of the
Prosper Town Council
Prosper Municipal Chambers
108 W. Broadway, Prosper, Texas
Wednesday, June 29, 2016

1. Call to Order/Roll Call.

The meeting was called to order at 5:45 p.m.

Council Members Present:

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

Council Members Absent:

Mayor Pro-Tem Curry Vogelsang, Jr.

Staff Members Present:

Harlan Jefferson, Town Manager
Robyn Battle, Town Secretary/Public Information Officer
Hulon Webb, Executive Director of Development and Community Services
John Webb, Development Services Director
Leslie Scott, Library Director
Frank Jaromin, Public Works Director
Betty Pamplin, Accounting Manager
Leigh Johnson, IT Director
Doug Kowalski, Chief of Police
Gary McHone, Assistant Police Chief
Ronnie Tucker, Fire Chief
Stuart Blasingame, Assistant Fire Chief

2. The Town Council will discuss the proposed FY 2016-2017 budget.

Town Manager Harlan Jefferson discussed the budget process, timeline, and the purpose for tonight's work session, which is to identify Council's priorities prior to drafting the proposed FY 2016-2017 budget. He reviewed preliminary projections for the General Fund and the Water/Sewer Fund, provided an overview of the FY 2016-2017 Supplemental Requests, and explained the Request for Proposal timeline for Solid Waste/Recycling Services for the Town.

Town staff presented information and gained feedback from the Town Council on the following budget-related initiatives:

i. Property Values and Discussion (BP)

Accounting Manager Betty Pamplin discussed the FY 2012-2016 property values and the percentage of change each year. The newly-enacted Homestead Exemption has resulted in a revenue decrease that was more than expected due to additional homes added to the tax roll, and increased values.

ii. CIP (HW)

Hulon Webb, Executive Director of Development and Community Services, reviewed the proposed Capital Improvement Program. The Council provided direction on several proposed street projects, such as clarifying the scope of the Pasewark project, moving the Median Lighting – Coit Road (US 380-First) project up to FY 2016-2017, and including the intersection of Coleman and Broadway to the scope of the existing CIP project.

The Town Council discussed the Downtown Enhancements project. Council requested construction cost options for the project and would like the improvements to Broadway Street to coincide with the new Town Hall/Multi-Purpose Facility, and that the intersection of Coleman and Broadway be included in the scope of the project.

a. Public Safety Facility

Council directed staff to submit a Supplemental Package for FY 2016-2017 to complete a needs assessment and master plan for the future Public Safety Facility.

iii. Expanding Coit/Prosper Trail Intersection (HW)

Staff was directed to move forward with the Prosper Trail (Kroger-Coit) project in FY 2016-2017, including the intersection of Coit Road at Prosper Trail, and add the First Street (DNT-Coleman) project to the list for future county funds. The list for county funds is as follows:

1. Southbound DNT Frontage Road
2. Frontier Parkway (DNT-Preston)
3. Prosper Trail (Kroger-Coit)
4. First Street (DNT-Coleman)

iv. Dynamic Speed Limit Signs (HW)

Staff was directed to purchase two dynamic speed limit signs to be placed on Coit Road, one northbound and one southbound.

v. Green Ribbon Funding for US HWY 380 (HW)

The Town Council agreed to pursue Green Ribbon Funding for Preston Road landscaping along US 380 from Lovers Lane to Custer Road, including the first median on SH 289 north of the US 380 overpass. No additional Town funding will be allocated for turf, turf irrigation, change-out of pavers, or street lighting. Council gave direction to include the areas northwest and northeast of the bridge in the landscaping. Town staff will submit a Supplemental Package for FY 2016-2017 for design services for a Gateway Entry feature on SH 289 north of the US 380 overpass, and approach the Cities of Frisco and McKinney for cost-sharing opportunities for maintenance along this section of US 380.

- vi. **Court of Record (HJ)**
After discussion, the Town Council decided the Municipal Court will not pursue becoming a court of record at this time.
- vii. **Mosquito Abatement Program (JW)**
The Town Council was presented with options for mosquito abatement including testing, the use of larvicide, and spraying. At this time, staff is directed to continue testing and use larvicide for stagnant water in problem areas. If the mosquito problem worsens, the Town has the option to begin aerial spraying.
- viii. **IT Savings / Technology Additions (LJ)**
 - a. **Free WiFi at Frontier Park**
Staff was directed to propose this project as part of the FY 2016-2017 budget.
 - b. **Upgrade Cameras at Frontier Park**
Staff was directed to propose this project as part of the FY 2016-2017 budget.
 - c. **Drone Program**
Staff was directed to propose this project as part of the FY 2016-2017 budget.
 - d. **Town-wide App**
Council requested an analysis of this program's return on investment before giving direction to continue.
- ix. **Grant Writing (RT)**
Council gave direction for Fire Chief Ronnie Tucker to propose a joint Emergency Management Coordinator/Grant Writer as part of the FY 2016-2017 budget.
- x. **Zucker Report (HJ)**
Town Manager Harlan Jefferson provided a summary of the Development Services customer service survey which was recently completed. Town staff is taking initiatives to address some of the issues identified in the report.

Hulon Webb spoke briefly about the proposed Tree Farm. A Supplemental Package has been submitted as part of the FY 2016-2017 budget for additional parks personnel and infrastructure to cover start-up costs. The establishment of the Tree Farm will help the Town meet the requirements of the Tree City USA program.

3. **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:

- 3a. ***Section 551.087 – To discuss and consider economic development incentives.***
- 3b. ***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.***

The Executive Session was not held.

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

The meeting was adjourned at 8:30 p.m. on Wednesday, June 29, 2016.

These minutes approved on the 12th day of July, 2016.

APPROVED:

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary



MONTHLY FINANCIAL REPORT

May 2016

Prepared by
Finance Department

July 12, 2016

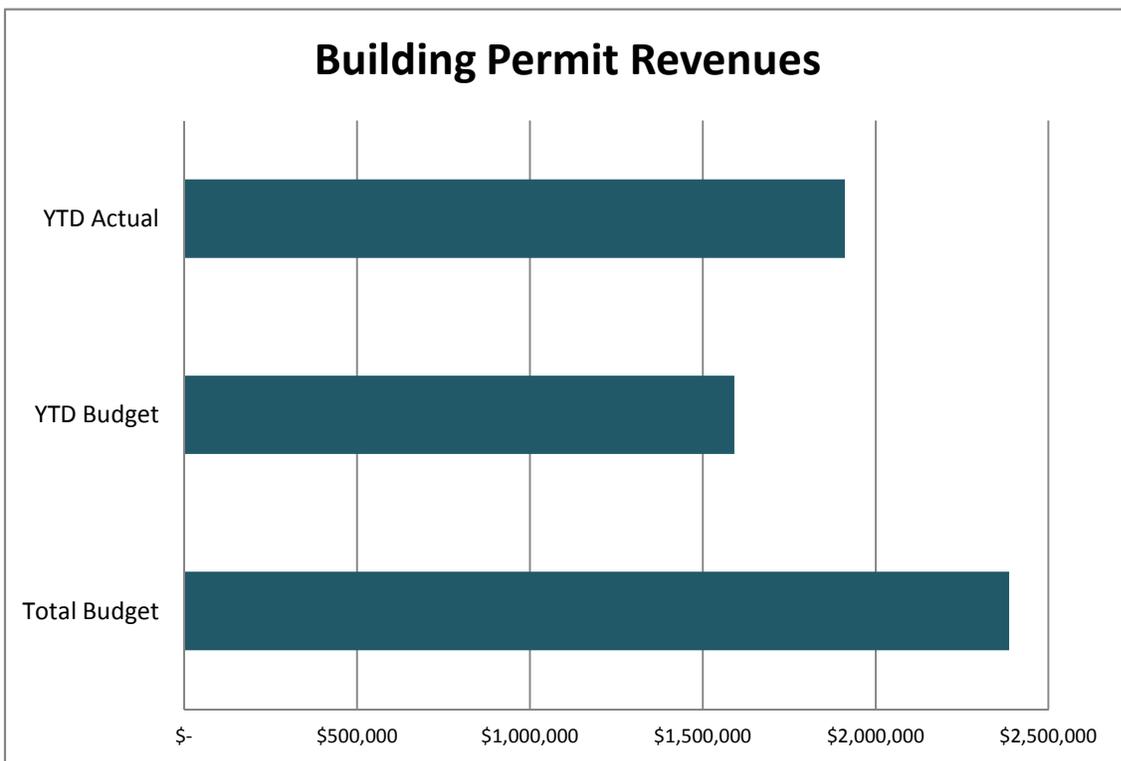
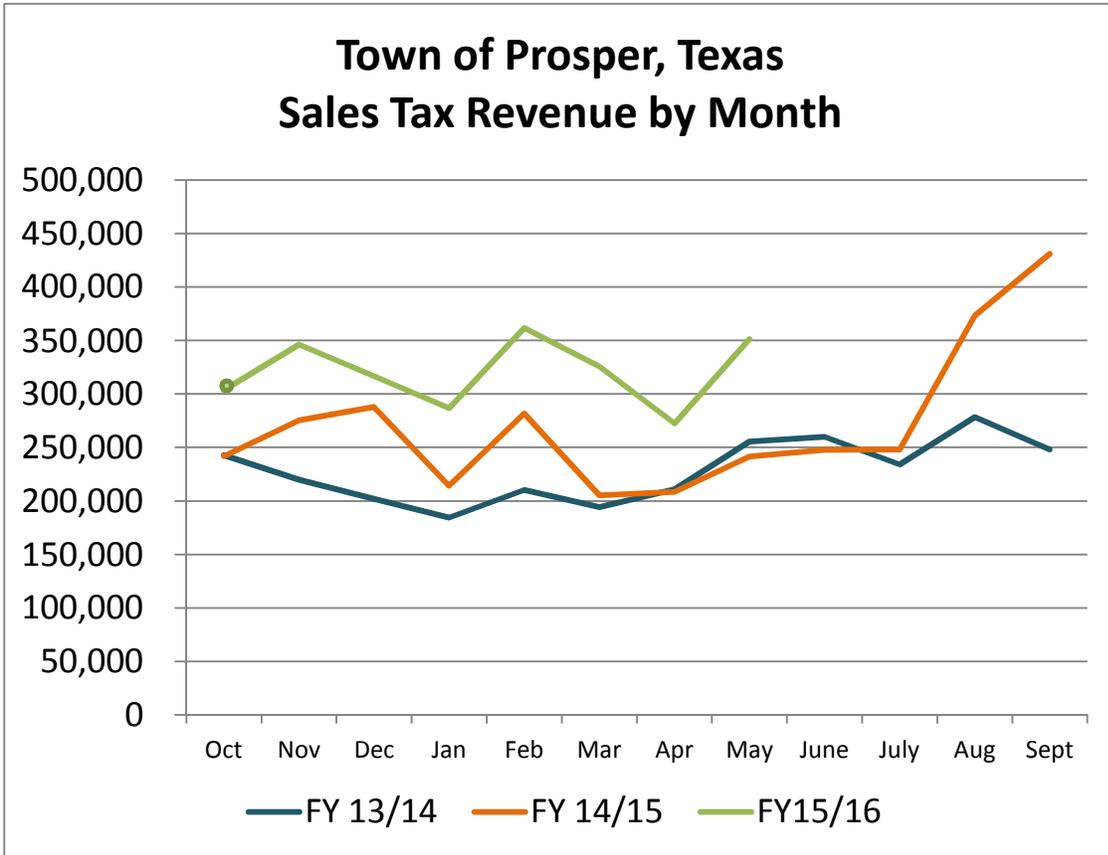
TOWN OF PROSPER, TEXAS

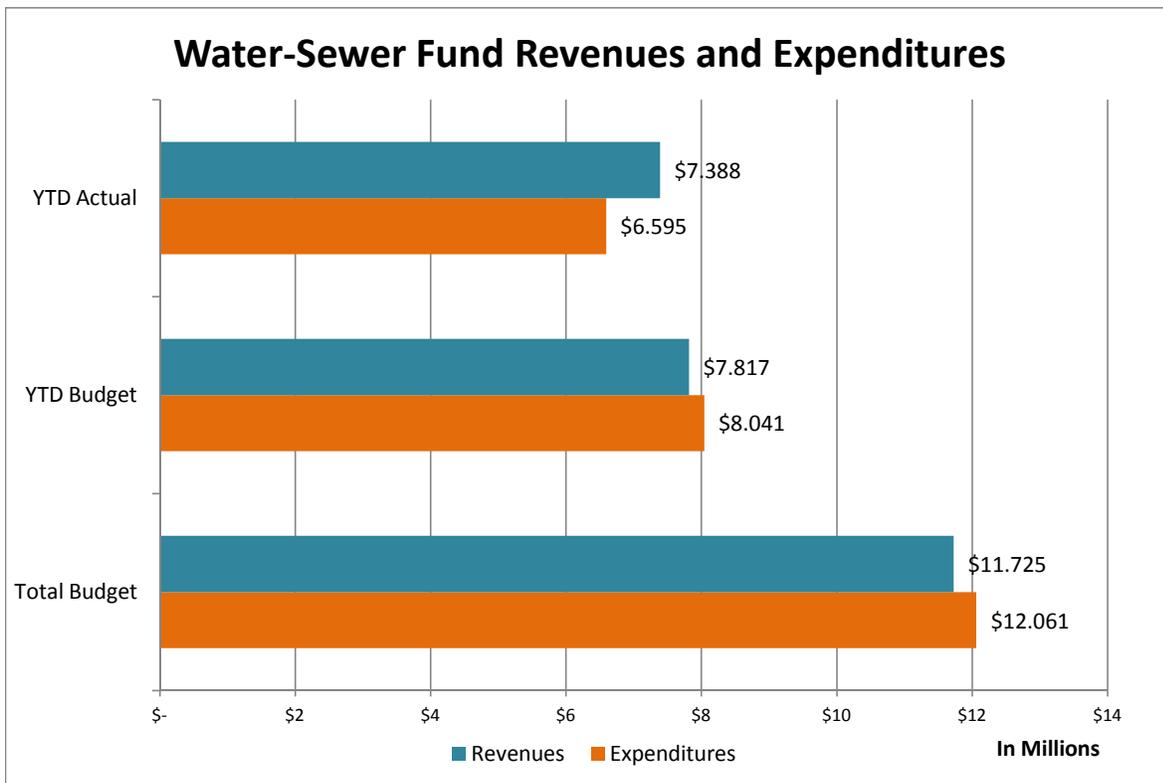
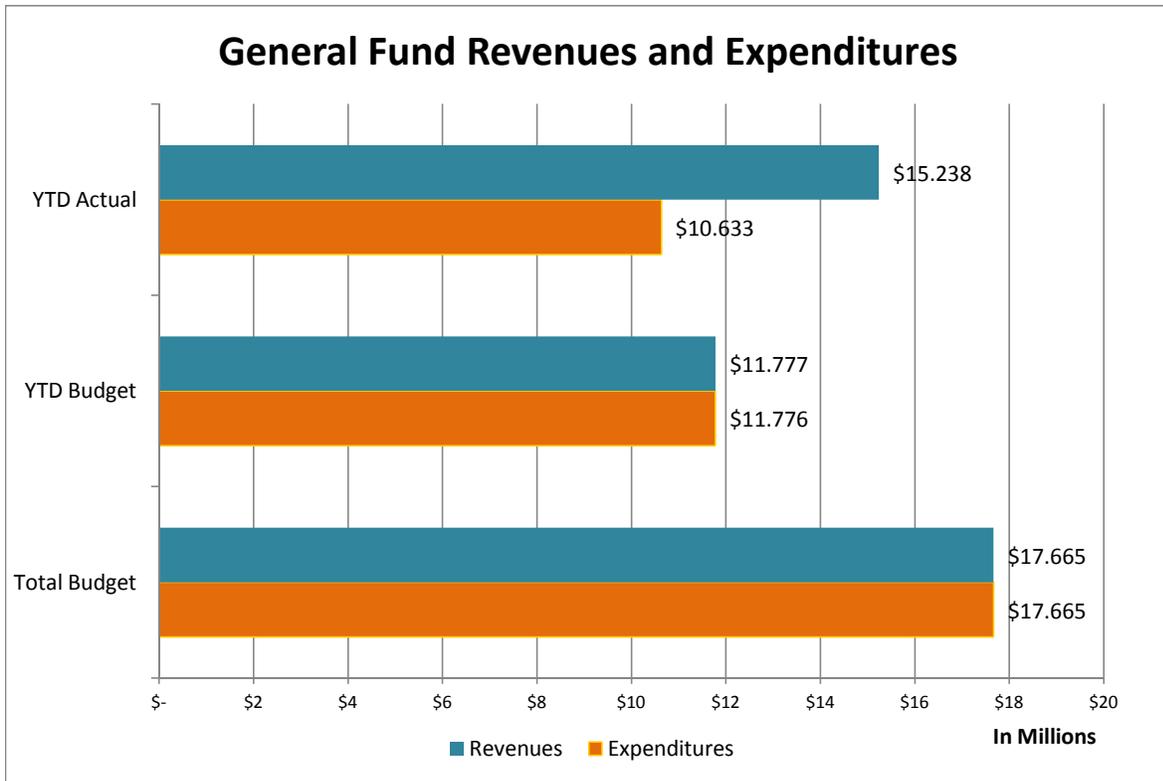
MONTHLY FINANCIAL REPORT

May 2016

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TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2016
Expected Year to Date Percent 67%

GENERAL FUND

	Amended Budget	Current Year YTD Obligated	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
REVENUES						
Property Taxes	\$ 8,337,169	\$ 8,126,725	97%	1	\$ 6,600,409	23%
Sales Taxes	3,421,640	2,564,217	75%		1,956,666	31%
Franchise Fees	719,700	285,752	40%	2	323,684	-12%
Building Permits	2,386,400	1,911,379	80%		1,504,031	27%
Fines	300,000	261,778	87%		191,693	37%
Other	2,500,394	2,088,618	84%		1,854,960	13%
Total Revenues	\$ 17,665,303	\$ 15,238,469	86%		\$ 12,431,443	23%
EXPENDITURES						
Administration	\$ 3,349,544	\$ 2,158,099	64%		\$ 2,629,433	-18%
Police	3,131,858	1,766,996	56%		1,538,343	15%
Fire/EMS	3,947,550	2,122,223	54%		1,795,185	18%
Public Works	2,142,874	1,458,132	68%	3	295,318	394%
Community Services	2,134,186	1,296,768	61%		964,365	34%
Development Services	2,166,280	1,410,380	65%		1,223,659	15%
Engineering	792,324	420,531	53%		407,468	3%
Total Expenses	\$ 17,664,616	\$ 10,633,131	60%		\$ 8,853,771	20%
REVENUE OVER (UNDER) EXPENDITURES	\$ 687	\$ 4,605,338			\$ 3,577,672	
Beginning Fund Balance October 1		\$ 7,575,407			\$ 7,587,994	
Ending Fund Balance Current Month		<u>\$ 12,180,745</u>			<u>\$ 11,165,666</u>	

Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Franchise use fees are collected quarterly and annually. The first quarter payments were received in January.
- 3 Expenditures include encumbrances of \$83,675 for mid-block sidewalk flashers and school zone signage and flashers at Windsong Ranch Elementary.

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WATER-SEWER FUND

	Amended Budget	Current Year YTD Obligated	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
REVENUES						
Public Works Revenues	\$ 10,502,235	\$ 6,547,239	62%	1	\$ 5,036,395	30%
Administration Revenues	1,223,000	840,511	69%		741,103	13%
Total Revenues	\$ 11,725,235	\$ 7,387,749	63%		\$ 5,777,498	28%
EXPENDITURES						
Public Works	\$ 6,462,316	\$ 3,849,545	60%		\$ 3,347,045	15%
Administration	5,599,126	2,745,542	49%		2,369,324	16%
Total Expenses	\$ 12,061,442	\$ 6,595,087	55%		\$ 5,716,369	15%
REVENUE OVER (UNDER) EXPENDITURES	\$ (336,207)	\$ 792,663			\$ 61,129	
Beginning Working Capital October 1		\$ 20,725,544			20,389,269	
Ending Working Capital, Current Month		<u>\$ 21,518,207</u>			<u>\$ 20,450,398</u>	

Notes

- 1 Water revenues are cyclical and vary by month. The table below shows the average historical monthly and cumulative revenue.

	Average	
	Average Monthly	Cumulative
October	9.6%	9.6%
November	7.6%	17.2%
December	5.3%	22.5%
January	4.1%	26.6%
February	4.3%	30.9%
March	4.6%	35.5%
April	5.9%	41.4%
May	7.1%	48.5%
June	8.5%	57.0%
July	12.1%	69.1%
August	14.5%	83.6%
September	16.4%	100.0%

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DEBT SERVICE FUND

	Amended Budget	Current Year YTD Obligated	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
REVENUES						
Property Taxes-Delinquent	\$ 50,000	\$ 61,808	124%		\$ 49,315	25%
Property Taxes-Current	3,333,269	3,576,957	107%	1	3,032,274	18%
Taxes-Penalties	20,000	19,289	96%	2	13,292	45%
Interest Income	15,000	13,978	93%		17,109	-18%
Total Revenues	\$ 3,418,269	\$ 3,672,033	107%		\$ 3,111,990	18%
EXPENDITURES						
2006 Bond Payment	\$ 336,021	\$ 25,211	8%		\$ 89,906	-72%
2008 CO Bond Payment	671,805	594,203	88%	3	785,993	-24%
2010 Tax Note Payment	369,633	366,256	99%	3	363,919	1%
2011 Refunding Bond Payment	146,445	144,125	98%	3	172,892	-17%
2012 GO Bond Payment	280,713	226,206	81%	3	56,206	302%
2013 GO Refunding Bond	284,200	67,100	24%		68,600	-2%
Bond Administrative Fees	21,000	2,000	10%		2,400	-17%
2014 GO Bond Payment	372,750	61,218	16%		102,593	-40%
2015 GO Bond Payment	609,701	303,510	50%		-	
2015 CO Bond Payment	312,772	155,072	50%		-	
Transfers Out	-	-	0%		-	
Total Expenditures	\$ 3,405,040	\$ 1,944,899	57%		\$ 1,642,509	84%
REVENUE OVER (UNDER) EXPENDITURES	\$ 13,229	\$ 1,727,134			\$ 1,469,481	
Beginning Fund Balance October 1		\$ 1,470,009			\$ 1,158,927	
Ending Fund Balance Current Month		<u>\$ 3,197,143</u>			<u>\$ 2,628,408</u>	
Plus Proceeds from Bond Issue					6,939,610	
Less Payment to Bond Escrow Agent					(7,520,684)	
Ending Fund Balance					<u>\$ 2,047,334</u>	

Notes

- 1 Property taxes are billed in October and the majority of collections occur December through February.
- 2 Revenue is net of refunds related to penalties. During the first several months of the fiscal year, refunds were greater than penalties collected.
- 3 Debt service payments are due bi-annually in February and August.

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INTERNAL SERVICE FUND-MEDICAL EXPENSE REIMBURSEMENT PROGRAM

	Amended Budget	Current Year YTD Obligated	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
REVENUES						
Charges for Services	\$ 25,000	\$ 13,995	56%	1	\$ 11,610	21%
Interest Income	640	577	90%		429	35%
Transfer In	-	1,600		1	1,600	0%
Total Revenue	\$ 25,640	\$ 16,172	63%		\$ 13,639	19%
EXPENDITURES						
MERP H & D Expense	\$ 40,000	\$ 10,621	27%	2	\$ 2,800	279%
Total Expenditures	\$ 40,000	\$ 10,621	27%		\$ 2,800	279%
REVENUE OVER (UNDER) EXPENDITURES	\$ (14,360)	\$ 5,551			\$ 10,839	
Beginning Fund Balance October 1		\$ 117,587			100,281	
Ending Fund Balance Current Month		<u>\$ 123,138</u>			<u>\$ 111,120</u>	

Notes

- 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. This 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.

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Amended Budget	Current Year YTD Obligated	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
REVENUES						
Charges for Services	\$ 500,781	\$ 333,854	67%		\$ 356,015	-6%
Other Reimbursements	50,000	81,867	164%	1	9,976	721%
Transfers In	-	-			-	
Total Revenue	\$ 550,781	\$ 415,721	75%		\$ 365,991	14%
EXPENDITURES						
Vehicle Replacement	\$ 1,000,606	\$ 832,042	83%	2	\$ 19,959	2%
Equipment Replacement	20,000	9,995	50%		154,215	1543%
IT Replacement	25,000	3,216	13%		81,881	2546%
Total Expenditures	\$ 1,045,606	\$ 845,253	81%		\$ 256,055	30%
REVENUE OVER (UNDER) EXPENDITURES	\$ (494,825)	\$ (429,532)			\$ 109,935	
Beginning Fund Balance October 1		\$ 2,056,361			\$ 800,000	
Ending Fund Balance Current Month		<u>\$ 1,626,829</u>			<u>\$ 909,935</u>	

Notes

- 1 Auction revenues and insurance reimbursements are placed in the Other Reimbursements account as they occur.
- 2 YTD expenditures include \$628,646 in encumbrances for FY 2016 vehicle purchases.

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STORM DRAINAGE UTILITY FUND

	Amended Budget	Current Year YTD Obligated	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
REVENUES						
Storm Drainage Utility Fee	\$ 304,600	\$ 204,061	67%		\$ 179,721	14%
Interest Income	1,500	631	42%		372	70%
Other Revenue	10,000	-	0%		-	
Total Revenue	\$ 316,100	\$ 204,693	65%		\$ 180,093	14%
EXPENDITURES						
Personnel Services	\$ 135,723	\$ 47,154	35%		\$ 49,941	-6%
Operating Expenditures	215,057	56,199	26%		106,908	-47%
Total Expenses	\$ 350,780	\$ 103,353	29%		\$ 156,849	-34%
REVENUE OVER (UNDER) EXPENDITURES	\$ (34,680)	\$ 101,340			\$ 23,244	
Beginning Working Capital October 1		\$ 319,958			251,507	
Ending Working Capital Current Month		<u>\$ 421,298</u>			<u>\$ 274,751</u>	

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Amended Budget	Current Year YTD Obligated	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
REVENUES						
Park Dedication-Fees	\$ 100,000	\$ 423,631	424%		\$ 63,994	562%
Park Improvement	100,000	87,120	87%		66,000	32%
Contributions	-	-			-	
Interest-Park Dedication	4,100	4,632	113%		3,561	30%
Interest-Park Improvements	3,200	2,989	93%		2,803	7%
Total Revenue	\$ 207,300	\$ 518,372	250%		\$ 136,359	280%
EXPENDITURES						
Miscellaneous Expense	\$ -	\$ 40			\$ 80	-50%
Professional Services-Park Ded	-	-			-	
Professional Services-Park Imp	-	-			89,000	
Capital Exp-Park Imp	990,000	853,140	86%	1	-	
Capital Exp-Park Ded	600,000	596,788	99%	2	900	0%
Total Expenses	\$ 1,590,000	\$ 1,449,968	91%		\$ 89,980	144,996,700%
REVENUE OVER (UNDER) EXPENDITURES	\$ (1,382,700)	\$ (931,596)			\$ 46,379	
Beginning Fund Balance October 1		\$ 2,296,790			2,371,059	
Ending Fund Balance Current Month		<u>\$ 1,365,194</u>			<u>\$ 2,417,438</u>	

Notes

- 1 Expenditures include encumbrances of \$853,140 for Frontier Park field and parking improvements.
- 2 Expenditures include encumbrances of \$596,788 for southeast corner field lighting at Frontier Park.

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TIRZ #1 - BLUE STAR

	Amended Budget	Current Year YTD Obligated	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
REVENUES						
Property Taxes	\$ -	\$ -			\$ -	-
Other Revenue	-	-			-	-
Transfer In	-	-			-	-
Total Revenue	\$ -	\$ -			\$ -	
EXPENDITURES						
Professional Services	-	-			7,500	
Transfers Out	-	-			-	
Total Expenses	\$ -	\$ -			\$ 7,500	
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -			\$ (7,500)	
Beginning Fund Balance October 1		(7,500)			-	
Ending Fund Balance Current Month		<u>\$ (7,500)</u>			<u>\$ (7,500)</u>	

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TIRZ #2 - MATTHEWS SOUTHWEST

	Amended Budget	Current Year YTD Obligated	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
REVENUES						
Property Taxes	\$ -	\$ -	-		\$ -	-
Other Revenue	-	-	-		-	-
Transfer In	-	-	-		-	-
Total Revenue	\$ -	\$ -	-		\$ -	-
EXPENDITURES						
Professional Services	\$ -	\$ -	-		\$ -	-
Transfers Out	-	-	-		-	-
Total Expenditures	\$ -	\$ -	-		\$ -	-
REVENUE OVER (UNDER) EXPENDITURES	\$ -	\$ -	-		\$ -	-
Beginning Fund Balance October 1			-			-
Ending Fund Balance Current Month		<u>\$ -</u>			<u>\$ -</u>	

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

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WATER IMPACT FEES FUND

	Project Budget	Current Year Amended Budget	Current Year Actual	Prior Year Expenditure	Project Budget Balance
REVENUES					
Impact Fees Water		\$ 2,730,000	\$ 2,162,967		
Interest - Water		18,000	17,457		
Total Revenues		<u>\$ 2,748,000</u>	<u>\$ 2,180,424</u>		
EXPENDITURES					
Impact Fee Study	35,000	67,473	67,473	-	-
TVG Westside Utility Developer Reimb	975,000	975,000	361,259	-	613,741
Prosper Partners Developer Reimb	195,000	195,000	-	-	195,000
Preserve Doe Creek Developer Reimb	532,586	532,586	-	-	532,586
Total Developer Reimbursements	<u>1,770,059</u>	<u>1,770,059</u>	<u>428,732</u>	-	<u>1,341,327</u>
Prosper Trail EST	4,403,300	4,403,300	3,342,000	-	1,061,300
Kroger Reimb Prosper Trail	130,000	130,000	-	-	130,000
Total Projects	<u>6,188,300</u>	<u>6,188,300</u>	<u>3,342,000</u>	-	<u>1,191,300</u>
Transfer to CIP Fund	-	-	-	-	-
Total Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenditures	<u>\$ 7,958,359</u>	<u>\$ 7,958,359</u>	<u>\$ 3,770,732</u>	<u>\$ -</u>	<u>\$ 2,532,627</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ (1,590,307)		
Beginning Fund Balance October 1			5,838,628		
Ending Fund Balance Current Month			<u>\$ 4,248,321</u>		

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WASTEWATER IMPACT FEES FUND

	Project Budget	Current Year Amended Budget	Current Year Actual	Prior Year Expenditure	Project Budget Balance
REVENUES					
Impact Fees Wastewater		\$ 478,100	\$ 391,872		
Interest - Wastewater		9,000	4,579		
Total Revenues		<u>\$ 487,100</u>	<u>\$ 396,451</u>		
EXPENDITURES					
Impact Fee Study	35,000	112,993	112,993	-	-
Impact Fee Reimbursement LaCima	5,000	5,000	-	-	5,000
TVG Westside Utility Developer Reimb	170,750	170,750	60,843	-	109,907
Prosper Ptr Westside Utility Dev	34,150	34,150	-	-	34,150
Frontier Estates Developer Reimb	71,300	71,300	-	-	71,300
Total Developer Reimbursements	<u>316,200</u>	<u>394,193</u>	<u>173,836</u>	-	<u>220,357</u>
Public Works Interceptor	800,000	800,000	30,300	-	769,700
LaCima #2 Interceptor	465,000	465,000	-	-	465,000
Capital Expenditure-Wastewater	-	-	-	-	-
Total Projects	<u>1,265,000</u>	<u>1,265,000</u>	<u>30,300</u>	-	<u>1,234,700</u>
Total Expenditures	<u>\$ 1,581,200</u>	<u>\$ 1,659,193</u>	<u>\$ 204,136</u>	<u>\$ -</u>	<u>\$ 1,455,057</u>
REVENUE OVER (UNDER) EXPENDITURES			\$ 192,315		
Beginning Fund Balance October 1			2,677,504		
Ending Fund Balance Current Month			<u>\$ 2,869,819</u>		

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THOROUGHFARE IMPACT FEES FUND

Project	Current Year Amended Budget	Current Year Actual	Prior Year Expenditure	Project Budget Balance
REVENUES				
East Thoroughfare Impact Fees	\$ 2,200,000	\$ 2,888,652		
West Thoroughfare Impact Fees	1,000,000	690,759		
Interest-East Thoroughfare Impact Fees	7,000	18,789		
Interest-West Thoroughfare Impact Fees	2,400	7,878		
Total Revenues	<u>\$ 3,209,400</u>	<u>\$ 3,606,078</u>		
EXPENDITURES				
East				
Impact Fee Study	35,000	17,322	17,322	-
Impact Fee Reimbursement Lakes of LaCima	300,000	300,000	199,029	-
Frontier Pkwy BNSF Overpass	3,650,000	3,650,000	-	-
Coleman-Prosper Trail to Preston	1,052,907	1,052,907	-	-
Kroger Reimbursement - Prosper Tr	960,000	960,000	-	-
Custer Turn Lane - Prosper Tr	100,000	100,000	-	-
Total East	<u>6,097,907</u>	<u>6,080,229</u>	<u>216,351</u>	<u>-</u>
West				
Impact Fee Study	-	17,322	17,322	-
TVG West Roads Developer Reimb	500,000	500,000	-	-
Parks at Legacy Developer Reimb	100,000	100,000	-	-
Traffic Signal at First and DNT	-	220,000	-	-
Total West	<u>600,000</u>	<u>837,322</u>	<u>17,322</u>	<u>-</u>
Transfer Out				
Transfer Out	-	33,000	33,000	-
Total Transfers Out	<u>-</u>	<u>33,000</u>	<u>33,000</u>	<u>-</u>
Total Expenditures	<u>\$ 6,697,907</u>	<u>\$ 6,950,551</u>	<u>\$ 266,673</u>	<u>\$ -</u>
REVENUE OVER (UNDER) EXPENDITURES		\$ 3,339,405		
Beginning Fund Balance October 1		6,133,140		
Ending Fund Balance Current Month		<u>\$ 9,472,545</u>		

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SPECIAL REVENUE FUNDS

	Amended Budget	Current Year YTD Obligated	YTD Percent	Note	Prior Year YTD Obligated	Change from Prior Year
REVENUES						
Police Donation Revenue	\$ 12,000	\$ 10,481	87%		\$ 9,566	10%
Police Grant	-	900			-	
Fire Dept Donation Revenue	10,000	7,927	79%		11,185	-29%
Child Safety Revenue	8,000	6,608	83%		8,943	-26%
Court Security Revenue	7,000	4,783	68%		3,780	27%
Court Technology Revenue	9,000	6,377	71%		5,020	27%
Special Revenue - Other	-	-			-	
LEOSE Revenue	-	1,769			1,543	15%
Library Grant	-	-			2,365	
Interest Income	4,100	20,219	493%		2,633	668%
Prosper Christmas Donations	12,000	12,390	103%	1	11,265	10%
Tree Mitigation Revenue	-	-			-	
Escrow Income	-	450,000		4	592,557	-24%
Cash Seizure/Forfeiture	-	650			13,421	-95%
In God We Trust Decals	-	2,500			-	
Transfer In	-	-			20,000	
Total Revenue	\$ 62,100	\$ 524,604	845%		\$ 682,279	-23%
EXPENDITURES						
LEOSE Expenditure	\$ -	\$ 500			\$ 250	
Special Revenue Expense - Other	-	-			-	
Prosper Christmas Expense	30,000	28,793	96%	1	28,920	0%
Court Technology Expense	18,000	-	0%		13,462	-100%
Court Security Expense	4,000	4,151	104%	3	500	731%
Police Donation Expense	6,000	4,000	67%	2	4,150	-4%
Fire Donation Expense	-	2,753			5,094	-46%
Child Safety Expense	25,000	6,784	27%		5,789	17%
Transfer Escrow To CIP Fund 75	-	-			-	
Escrow Expenditure	-	-			-	
Tree Mitigation Expense	14,000	-	0%		-	
Volunteer Per Diem	-	-			75	
Library Grant Expense	-	-			4,805	
PD Seizure Expense	3,000	330	11%		1,800	
In God We Trust Decals	-	1,150			-	
Total Expenses	\$ 100,000	\$ 48,461	48%		\$ 64,845	-25%
REVENUE OVER (UNDER) EXPENDITURES	\$ (37,900)	\$ 476,142			\$ 617,435	
Beginning Fund Balance October 1		\$ 2,421,278			\$ 2,283,679	
Ending Fund Balance Current Month		<u>\$ 2,897,420</u>			<u>\$ 2,901,114</u>	

Notes

- The majority of Revenues and Expenditures for Prosper Christmas are recorded in November and December.
- YTD expenditures include the Cops with a Claus gift card program and the Safe Driver recognition program. Both of these programs are held in December.
- Expenditures are for the part-time bailiff.
- Escrow Income represents developer contributions for future infrastructure associated with their development. For FY 2016-2017 Escrow income includes a \$450,000 contribution from the EDC for West Prosper Road.

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CAPITAL PROJECTS FUND-GENERAL

Project	Current Year		Prior Year Expenditure	Project Budget Balance	Note
	Budget	Amended Budget			
REVENUES					
Grants		\$ 11,293,145	\$ 30,645		
Contributions/Interlocal Revenue		3,766,000	738,759		
Bond Proceeds		2,660,000	-		
Interest-2004 Bond		2,040	1,675		
Interest-2006 Bond		600	1,457		
Interest-2008 Bond		13,500	6,707		
Interest-2012 GO Bond		12,000	9,188		
Interest-2015 Bond		-	25,484		
Transfers In		1,629,485	958,025		
Total Revenues		\$ 19,376,770	\$ 1,771,940		
EXPENDITURES					
Coleman-Prosper Tr to Prosper HS	3,347,093		1,586,424	2,844,046	(1,083,377)
Downtown Enhancements	550,000	490,000	-	35,600	514,400
Teel Parkway-DCFWS#10	2,600,000	-	-	286,478	2,313,522
West Prosper Roads	12,531,000	12,531,000	12,781,000	-	(250,000)
Custer Road Turn Lanes at Prosper Tr	100,000	100,000	-	-	100,000
Gates of Prosper Road Imp - Ph 1	2,000,000	-	-	-	2,000,000
Prosper Trail (Kroger to Coit)	305,000	-	65,939	256,482	(17,421)
First Street (DNT to Coleman)	550,000	-	190,951	477,109	(118,060)
Old Town Streets 2015 (Broadway, Fifth, McKinley)	1,044,000	1,044,000	-	-	1,044,000
Fishtrap Rd (Artesia to Dallas Parkway)	820,000	820,000	-	-	820,000
First Street (Townlake to Custer)	420,000	420,000	-	-	420,000
Church Street (First-PSD)	850,000	850,000	-	-	850,000
Harper Road Repair	-	53,750	-	-	-
Town Hall Infrastructure Improvements	1,275,000	1,275,000	104,847	71,500	1,098,653
Total Street Projects	26,392,093	16,308,750	14,729,161	3,971,215	7,691,717
SH289 Median Lighting	950,000	-	3,484	959,794	(13,278)
Decorative Monument Street Signs	150,020	-	109,837	-	40,183
Total Traffic Projects	1,100,020	-	113,321	959,794	26,905
SH289 Median Landscaping	685,000	-	49,720	-	635,280
Frontier Park - North Field Improvements	9,086,225	9,086,225	46,000	-	9,040,225
Total Park Projects	9,771,225	9,086,225	95,720	-	9,675,505
Windsong Ranch Fire Station	7,500,000	204,000	3,438,508	6,964,722	(2,903,230)
Town Hall Professional Services	1,300,000	1,300,000	650,318	1,431,518	(781,835)
Town Hall Construction	10,000,000	10,000,000	-	-	10,000,000
Windsong Ranch Fire - Apparatus	815,000	815,000	589,499	-	225,501
Total Facility Projects	19,615,000	12,319,000	4,678,324	8,396,240	6,540,436
Non-Capital 2008 Bond	-	-	-	-	-
Non-Capital Bond Exp	-	-	-	-	-
Total Non Project Expenditure	-	-	-	-	-
Total Expenditures	\$ 56,878,338	\$ 37,713,975	\$ 19,616,526	\$ 13,327,249	\$ 23,934,564
REVENUE OVER (UNDER) EXPENDITURES		\$ (18,337,205)	\$ (17,844,586)		
Beginning Fund Balance October 1			12,938,873		
Ending Fund Balance Current Month			\$ (4,905,713)		

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
May 31, 2016

CAPITAL PROJECTS FUND-WATER/SEWER

Project	Current Year Amended Budget	Current Year Actual	Prior Year Expenditure	Project Budget Balance	Note
REVENUES					
Interest Income	\$ 34,200	\$ 25,477			
Bond Proceeds	2,370,000	-			
Transfers In	-	38,333			
Total Revenues	<u>\$ 2,404,200</u>	<u>\$ 63,810</u>			
EXPENDITURES					
Gates of Prosper WA Improvements Ph1	470,000	-	-	470,000	
PRV's at BNSF Railroad	582,000	532,000	35,500	546,500	
Lower Pressure Plane Pump Station Design	1,840,100	1,655,000	61,184	1,742,699	
Prosper Trail EST Construction	4,920,600	4,403,300	84,990	4,553,844	
Total Water Projects	<u>\$ 7,812,700</u>	<u>\$ 6,590,300</u>	<u>\$ 181,675</u>	<u>\$ 317,983</u>	<u>\$ 7,313,042</u>
Gates of Prosper WW Imp Ph 1	5,700,000	-	-	5,700,000	
Matthew SW WW Imp	2,500,000	2,500,000	-	2,500,000	
UTRWD Metering Stations	-	-	1,625	-	(1,625)
Total Wastewater Projects	<u>\$ 8,200,000</u>	<u>\$ 2,500,000</u>	<u>\$ 1,625</u>	<u>\$ -</u>	<u>\$ 8,198,375</u>
Downtown Drainage-Hawk Ridge	165,000	-	-	165,000	
Old Town Drainage	500,000	500,000	49,000	451,000	
Coleman Rd Drainage	17,500	17,500	17,500	-	
Old Town Land Drainage Land Acq Broadway	1,500,000	365,000	60,500	304,500	
Old Town Drainage Broadway Design	-	200,000	-	200,000	
Old Town Land Design Land Acq RR	-	385,000	-	385,000	
Old Town Design Broadway Construction	-	550,000	-	550,000	
Old Town Drainage Trunk Main	600,000	600,000	-	600,000	
Amberwood Farms Drainage	32,000	32,000	-	32,000	
Total Drainage Projects	<u>\$ 2,814,500</u>	<u>\$ 2,649,500</u>	<u>\$ 127,000</u>	<u>\$ -</u>	<u>\$ 2,687,500</u>
Total Expenses	<u>\$ 18,827,200</u>	<u>\$ 11,739,800</u>	<u>\$ 310,300</u>	<u>\$ 317,983</u>	<u>\$ 18,198,917</u>
	\$ (9,335,600)	\$ (246,489)			
Beginning Working Capital October 1			2,863,983		
Ending Working Capital Current Month			<u>\$ 2,617,494</u>		

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-4035-10-00	3% Construction Fee	(350,000.00)		(350,000.00)	(256,100.55)			73.17	(93,899.45)
100-4061-10-00	Notary Fees	(200.00)		(200.00)	(152.00)	(36.00)		76.00	(48.00)
100-4105-10-00	Property Taxes -Delinquent	(80,000.00)		(80,000.00)	(109,732.85)	(32,726.04)		137.17	29,732.85
100-4110-10-00	Property Taxes -Current	(8,337,169.00)		(8,337,169.00)	(8,126,725.39)	(38,223.87)		97.48	(210,443.61)
100-4115-10-00	Taxes -Penalties	(30,000.00)		(30,000.00)	(39,545.34)	(7,954.92)		131.82	9,545.34
100-4120-10-00	Sales Taxes	(3,421,640.00)		(3,421,640.00)	(2,564,216.87)	(351,322.07)		74.94	(857,423.13)
100-4130-10-00	Sales Tax-Mixed Beverage	(15,000.00)		(15,000.00)	(7,804.50)			52.03	(7,195.50)
100-4140-10-00	Franchise Taxes - Electric	(400,000.00)		(400,000.00)	(73,660.23)			18.42	(326,339.77)
100-4150-10-00	Franchise Taxes - Telephone	(190,000.00)		(190,000.00)	(111,017.76)	(50,045.58)		58.43	(78,982.24)
100-4160-10-00	Franchise Taxes - Gas	(100,000.00)		(100,000.00)	(83,175.80)			83.18	(16,824.20)
100-4170-10-00	Franchise Taxes - Road Usage	(5,500.00)		(5,500.00)	(4,708.41)			85.61	(791.59)
100-4190-10-00	Franchise Fee-Cable	(24,200.00)		(24,200.00)	(13,189.31)	(6,813.68)		54.50	(11,010.69)
100-4200-10-00	T-Mobile Fees	(34,608.00)		(34,608.00)	(15,870.00)	(1,983.75)		45.86	(18,738.00)
100-4201-10-00	Tierone Converged Network	(18,000.00)		(18,000.00)	(12,000.00)	(1,500.00)		66.67	(6,000.00)
100-4202-10-00	NTTA Tag Sales	(150.00)		(150.00)	(85.00)			56.67	(65.00)
100-4205-10-00	Blue Wireless Fees (Panaband)	(18,000.00)		(18,000.00)	(15,386.25)	(1,983.75)		85.48	(2,613.75)
100-4218-10-00	Administrative Fees-EDC	(7,500.00)		(7,500.00)	(5,000.00)	(625.00)		66.67	(2,500.00)
100-4230-10-00	Other Permits				(870.00)				870.00
100-4610-10-00	Interest Income	(40,000.00)		(40,000.00)	(22,721.05)	(6,152.34)		56.80	(17,278.95)
100-4910-10-00	Other Revenue	(30,000.00)		(30,000.00)	(13,926.66)			46.42	(16,073.34)
100-4995-10-00	Transfer In/Out	(1,091,166.00)	(33,000.00)	(1,124,166.00)	(760,444.00)	(123,930.50)		67.65	(363,722.00)
100-4410-10-07	Court Fines	(300,000.00)		(300,000.00)	(261,777.78)	(34,829.27)		87.26	(38,222.22)
100-4610-10-07	Interest Income	(2,000.00)		(2,000.00)	(2,706.42)	(406.72)		135.32	706.42
100-4930-10-99	Insurance Proceeds				(31,695.27)	(368.10)			31,695.27
100-4060-20-01	NSF Fees				(25.00)				25.00
100-4230-20-01	Other Permits	(600.00)		(600.00)	(475.00)	(25.00)		79.17	(125.00)
100-4440-20-01	Accident Reports	(600.00)		(600.00)	(482.00)	(20.00)		80.33	(118.00)
100-4450-20-01	Alarm Fee	(35,200.00)		(35,200.00)	(26,383.00)	(2,713.00)		74.95	(8,817.00)
100-4910-20-01	Other Revenue	(1,000.00)		(1,000.00)	(185.00)			18.50	(815.00)
100-4310-30-01	Charges for Services	(200,000.00)		(200,000.00)	(138,801.64)	(18,244.06)		69.40	(61,198.36)
100-4411-30-01	CC FIRE ASSOC				(525.29)				525.29
100-4510-30-01	Grants	(3,000.00)		(3,000.00)					(3,000.00)
100-4315-30-05	Fire Review/Inspect Fees	(27,000.00)		(27,000.00)	(19,450.00)	(2,025.00)		72.04	(7,550.00)
100-4012-40-01	Saturday Inspection Fee				(100.00)				100.00
100-4017-40-01	Contractor Registration Fee	(44,000.00)		(44,000.00)	(53,900.00)	(5,500.00)		122.50	9,900.00
100-4210-40-01	Building Permits	(2,386,400.00)		(2,386,400.00)	(1,911,379.32)	(207,296.88)		80.10	(475,020.68)
100-4230-40-01	Other Permits	(165,000.00)		(165,000.00)	(142,526.40)	(17,760.00)		86.38	(22,473.60)
100-4240-40-01	Plumb/Elect/Mech Permits	(30,000.00)		(30,000.00)	(35,685.00)	(4,304.00)		118.95	5,685.00
100-4242-40-01	Re-inspection Fees	(35,000.00)		(35,000.00)	(26,625.00)	(3,650.00)		76.07	(8,375.00)
100-4910-40-01	Other Revenue	(3,800.00)		(3,800.00)	(7,855.01)	(687.17)		206.71	4,055.01
100-4245-40-02	Health Inspections	(15,300.00)		(15,300.00)	(14,125.00)	(1,750.00)		92.32	(1,175.00)
100-4910-40-02	Other Revenue	(750.00)		(750.00)	(1,160.00)			154.67	410.00
100-4220-40-03	Zoning Application Fees	(10,000.00)		(10,000.00)	(21,100.86)	(2,194.30)		211.01	11,100.86
100-4225-40-03	Development Application Fees	(75,000.00)		(75,000.00)	(60,230.51)	(3,765.00)		80.31	(14,769.49)
100-4910-40-03	Other Revenue	(1,000.00)		(1,000.00)	(149,228.10)	(1,450.00)			148,228.10
100-4910-50-01	Other Revenue				(8,640.00)				8,640.00
100-4056-60-00	Field Rental Fees	(40,000.00)		(40,000.00)	(31,997.50)	(890.00)		79.99	(8,002.50)
100-4057-60-00	Pavilion User Fees	(3,500.00)		(3,500.00)	(2,235.00)	(404.50)		63.86	(1,265.00)
100-4058-60-00	Park Program Fees	(40,000.00)		(40,000.00)	(30,546.02)	(5,384.90)		76.37	(9,453.98)
100-4059-60-00	Landscape Inspection Fee				(200.00)				200.00
100-4910-60-00	Other Revenue				(6,000.00)				6,000.00
100-4063-60-05	Lost Fees	(60.00)		(60.00)	(163.35)			272.25	103.35

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-4064-60-05	Printing/Copying Fees	(75.00)		(75.00)	(31.43)	(5.80)		41.91	(43.57)
100-4065-60-05	Book Fines	(300.00)		(300.00)	(553.55)	(66.80)		184.52	253.55
100-4510-60-05	Grants	(19,335.00)		(19,335.00)	(15,347.88)			79.38	(3,987.12)
100-4910-60-05	Other Revenue	(250.00)		(250.00)	(0.65)	(0.40)		0.26	(249.35)
100-5110-10-01	Salaries & Wages	60,400.00		60,400.00	42,052.33	5,085.72		69.62	18,347.67
100-5115-10-01	Salaries - Overtime	4,852.00		4,852.00	149.13			3.07	4,702.87
100-5140-10-01	Salaries - Longevity Pay	155.00		155.00	155.00			100.00	
100-5145-10-01	Social Security Expense	4,055.00		4,055.00	2,606.39	312.55		64.28	1,448.61
100-5150-10-01	Medicare Expense	948.00		948.00	609.56	73.09		64.30	338.44
100-5155-10-01	SUTA Expense	9.00		9.00	171.00			1,900.00	(162.00)
100-5160-10-01	Health/Dental Insurance				2,868.20	423.64			(2,868.20)
100-5165-10-01	Dental Insurance	354.00		354.00	226.20	32.46		63.90	127.80
100-5170-10-01	Life Insurance	95.00		95.00	59.10	7.88		62.21	35.90
100-5175-10-01	Liability (TML)/Workers' Comp	137.00		137.00	116.64			85.14	20.36
100-5180-10-01	TMRS Expense	8,503.00		8,503.00	5,191.29	633.95		61.05	3,311.71
100-5185-10-01	Long Term/Short Term Disabilit	124.00		124.00	19.32	9.66		15.58	104.68
100-5186-10-01	WELLE-Wellness Prog Reimb Empl				195.80	39.16			(195.80)
100-5190-10-01	Contract Labor	8,840.00		8,840.00	5,475.00	680.00		61.93	3,365.00
100-5210-10-01	Supplies	1,500.00	(607.00)	893.00	424.24	15.94		47.51	468.76
100-5212-10-01	Building Supplies	1,000.00	500.00	1,500.00	925.37	425.11		61.69	574.63
100-5230-10-01	Dues,Fees,& Subscriptions	2,550.00	107.00	2,657.00	2,381.95			89.65	275.05
100-5240-10-01	Postage and Delivery	100.00		100.00	11.25			11.25	88.75
100-5250-10-01	Publications	100.00		100.00	98.00			98.00	2.00
100-5280-10-01	Printing and Reproduction	500.00		500.00	141.00			28.20	359.00
100-5330-10-01	Copier Expense	7,286.00	(6,700.00)	586.00	98.70	31.21		16.84	487.30
100-5340-10-01	Building Repairs	1,000.00		1,000.00	294.94			29.49	705.06
100-5410-10-01	Professional Services	272,110.00		272,110.00	145,163.09	11,347.50	122,421.91	53.35	4,525.00
100-5418-10-01	IT Fees	2,750.00	(2,700.00)	50.00					50.00
100-5430-10-01	Legal Fees	69,494.00		69,494.00	45,074.70	6,651.00		64.86	24,419.30
100-5480-10-01	Contracted Services	1,000.00		1,000.00	529.52	88.69		52.95	470.48
100-5520-10-01	Telephones	9,000.00	(8,945.00)	55.00	54.24			98.62	0.76
100-5524-10-01	Gas	500.00	105.00	605.00	366.72	43.30		60.62	238.28
100-5525-10-01	Electricity	7,250.00		7,250.00	2,825.80			38.98	4,424.20
100-5526-10-01	Data Network	23,000.00	(20,425.00)	2,575.00	516.85	37.99		20.07	2,058.15
100-5530-10-01	Travel	250.00		250.00					250.00
100-5533-10-01	Mileage Expense	200.00		200.00					200.00
100-5536-10-01	Training/Seminars	200.00		200.00					200.00
100-5110-10-02	Salaries & Wages	118,048.00		118,048.00	68,133.32	7,644.48		57.72	49,914.68
100-5140-10-02	Salaries - Longevity Pay	150.00		150.00	150.00			100.00	
100-5143-10-02	Cell Phone Allowance	1,500.00		1,500.00	720.00	90.00		48.00	780.00
100-5145-10-02	Social Security Expense	7,621.00		7,621.00	4,274.98	479.92		56.10	3,346.02
100-5150-10-02	Medicare Expense	1,782.00		1,782.00	999.79	112.24		56.11	782.21
100-5155-10-02	SUTA Expense	37.00		37.00	275.89	12.92		745.65	(238.89)
100-5170-10-02	Life Insurance	192.00		192.00	137.34	18.48		71.53	54.66
100-5175-10-02	Liability (TML)/Workers' Comp	3,027.00		3,027.00	2,580.30			85.24	446.70
100-5180-10-02	TMRS Expense	16,142.00		16,142.00	7,201.22	872.64		44.61	8,940.78
100-5185-10-02	Long Term/Short Term Disabilit	236.00		236.00	26.48	13.24		11.22	209.52
100-5186-10-02	WELLE-Wellness Prog Reimb Empl	1,000.00		1,000.00					1,000.00
100-5193-10-02	Records Retention	3,700.00		3,700.00	220.55			5.96	3,479.45
100-5210-10-02	Supplies	2,100.00	(500.00)	1,600.00	1,162.65	252.89		72.67	437.35
100-5220-10-02	Office Equipment	15,300.00	(5,000.00)	10,300.00	4,774.90	701.88	2,929.26	46.36	2,595.84
100-5230-10-02	Dues,Fees,& Subscriptions	630.00		630.00	1,005.55	46.50		159.61	(375.55)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5240-10-02	Postage and Delivery	200.00		200.00	51.15	12.71		25.58	148.85
100-5280-10-02	Printing and Reproduction	635.00	500.00	1,135.00	232.51			20.49	902.49
100-5310-10-02	Rental Expense	7,000.00		7,000.00	3,713.80	1,078.13		53.05	3,286.20
100-5330-10-02	Copier Expense	2,000.00		2,000.00	703.71	225.43		35.19	1,296.29
100-5340-10-02	Building Repairs		1,000.00	1,000.00	966.50			96.65	33.50
100-5430-10-02	Legal Fees	17,000.00	5,000.00	22,000.00	14,957.75	1,621.96		67.99	7,042.25
100-5435-10-02	Legal Notices/Filings	5,000.00		5,000.00	2,932.49			58.65	2,067.51
100-5460-10-02	Election Expense	5,000.00	(3,780.00)	1,220.00	150.52			12.34	1,069.48
100-5480-10-02	Contracted Services	69,113.00	2,000.00	71,113.00	30,775.50	675.00	28,012.50	43.28	12,325.00
100-5520-10-02	Telephones		500.00	500.00	183.98	(25.96)		36.80	316.02
100-5526-10-02	Data Network	480.00		480.00	265.93	37.99		55.40	214.07
100-5530-10-02	Travel	3,950.00	(500.00)	3,450.00					3,450.00
100-5533-10-02	Mileage Expense	1,100.00		1,100.00					1,100.00
100-5536-10-02	Training/Seminars	2,220.00		2,220.00	510.00			22.97	1,710.00
100-5538-10-02	Council/Public Official Expens	21,000.00		21,000.00	5,738.51	427.81		27.33	15,261.49
100-5600-10-02	Special Events	4,086.00		4,086.00	2,172.66	59.54		53.17	1,913.34
100-5110-10-03	Salaries & Wages	361,150.00	(25,000.00)	336,150.00	214,051.34	28,481.63		63.68	122,098.66
100-5115-10-03	Salaries - Overtime	1,808.00		1,808.00	810.36	114.19		44.82	997.64
100-5126-10-03	Salaries-Vacation Buy-Out	1,405.00		1,405.00	1,404.92			99.99	0.08
100-5140-10-03	Salaries - Longevity Pay	435.00		435.00	340.00			78.16	95.00
100-5143-10-03	Cell Phone Allowance	1,080.00		1,080.00	300.00			27.78	780.00
100-5145-10-03	Social Security Expense	22,684.00		22,684.00	13,155.60	1,733.81		58.00	9,528.40
100-5150-10-03	Medicare Expense	5,305.00		5,305.00	3,076.71	405.50		58.00	2,228.29
100-5155-10-03	SUTA Expense	45.00		45.00	693.00			1,540.00	(648.00)
100-5160-10-03	Health/Dental Insurance	26,317.00		26,317.00	12,917.65	1,262.96		49.09	13,399.35
100-5165-10-03	Dental Insurance	1,764.00		1,764.00	776.76	97.74		44.03	987.24
100-5170-10-03	Life Insurance	635.00		635.00	327.68	31.52		51.60	307.32
100-5175-10-03	Liability (TML)/Workers' Comp	762.00		762.00	649.53			85.24	112.47
100-5180-10-03	TMRS Expense	47,564.00		47,564.00	26,362.16	3,542.15		55.43	21,201.84
100-5185-10-03	Long Term/Short Term Disabilit	695.00		695.00	91.05	54.11		13.10	603.95
100-5186-10-03	WELLE-Wellness Prog Reimb Empl	3,750.00		3,750.00	283.30	39.16		7.56	3,466.70
100-5190-10-03	Contract Labor	7,000.00		7,000.00	4,000.00	500.00		57.14	3,000.00
100-5210-10-03	Supplies	3,500.00		3,500.00	2,933.81	93.09		83.82	566.19
100-5212-10-03	Building Supplies	2,500.00		2,500.00	1,033.52	119.96		41.34	1,466.48
100-5230-10-03	Dues,Fees,& Subscriptions	5,100.00		5,100.00	2,151.50	180.00		42.19	2,948.50
100-5240-10-03	Postage and Delivery	1,500.00		1,500.00	1,036.00	88.67		69.07	464.00
100-5280-10-03	Printing and Reproduction				230.01				(230.01)
100-5310-10-03	Rental Expense	20,000.00		20,000.00	12,667.30	1,567.60	6,270.40	63.34	1,062.30
100-5330-10-03	Copier Expense	19,061.00	(17,800.00)	1,261.00	548.34	108.10		43.49	712.66
100-5340-10-03	Building Repairs	1,500.00		1,500.00					1,500.00
100-5410-10-03	Professional Services	3,500.00		3,500.00	6,590.60			188.30	(3,090.60)
100-5412-10-03	Audit Fees	38,200.00		38,200.00	33,125.00			86.72	5,075.00
100-5414-10-03	Appraisal/Tax Fees	75,000.00		75,000.00	45,885.46			61.18	29,114.54
100-5418-10-03	IT Fees	58,500.00		58,500.00	17,432.25	1,839.60	3,883.80	29.80	37,183.95
100-5419-10-03	IT Licenses	12,500.00		12,500.00	12,500.00			100.00	
100-5430-10-03	Legal Fees	9,289.00		9,289.00	5,115.00	935.00		55.07	4,174.00
100-5480-10-03	Contracted Services	1,600.00		1,600.00	1,620.75	129.00		101.30	(20.75)
100-5520-10-03	Telephones	1,600.00		1,600.00	567.27	81.09		35.45	1,032.73
100-5525-10-03	Electricity	8,500.00		8,500.00	2,980.10			35.06	5,519.90
100-5526-10-03	Data Network	500.00		500.00	265.93	37.99		53.19	234.07
100-5530-10-03	Travel	9,500.00		9,500.00	3,764.34	615.12		39.63	5,735.66
100-5533-10-03	Mileage Expense				287.23	225.43			(287.23)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5536-10-03	Training/Seminars	6,000.00		6,000.00	3,170.00	1,250.00		52.83	2,830.00
100-5110-10-04	Salaries & Wages	127,750.00		127,750.00	75,485.66	10,411.89		59.09	52,264.34
100-5115-10-04	Salaries - Overtime	5,000.00		5,000.00					5,000.00
100-5126-10-04	Salaries-Vacation Buy-Out	1,940.00		1,940.00					1,940.00
100-5140-10-04	Salaries - Longevity Pay	140.00		140.00	140.00			100.00	
100-5145-10-04	Social Security Expense	8,050.00		8,050.00	4,301.98	593.16		53.44	3,748.02
100-5150-10-04	Medicare Expense	1,883.00		1,883.00	1,006.11	138.72		53.43	876.89
100-5155-10-04	SUTA Expense	18.00		18.00	337.40			1,874.44	(319.40)
100-5160-10-04	Health/Dental Insurance	15,964.00		15,964.00	7,266.50	1,190.02		45.52	8,697.50
100-5165-10-04	Dental Insurance	618.00		618.00	359.88	72.18		58.23	258.12
100-5170-10-04	Life Insurance	254.00		254.00	145.55	18.50		57.30	108.45
100-5175-10-04	Liability (TML)/Workers' Comp	273.00		273.00	232.58			85.19	40.42
100-5180-10-04	TMRS Expense	16,971.00		16,971.00	9,283.52	1,294.14		54.70	7,687.48
100-5185-10-04	Long Term/Short Term Disabilit	246.00		246.00	39.56	19.78		16.08	206.44
100-5186-10-04	WELLE-Wellness Prog Reimb Empl	2,500.00		2,500.00	375.00	50.00		15.00	2,125.00
100-5191-10-04	Hiring Cost	23,200.00		23,200.00	9,898.65	421.73		42.67	13,301.35
100-5210-10-04	Supplies	1,710.00		1,710.00	1,152.53	568.54		67.40	557.47
100-5212-10-04	Building Supplies					(45.26)			
100-5220-10-04	Office Equipment	9,463.00		9,463.00	3,132.50			33.10	6,330.50
100-5230-10-04	Dues,Fees,& Subscriptions	5,530.00		5,530.00	3,992.00			72.19	1,538.00
100-5240-10-04	Postage and Delivery	382.00		382.00	123.62	1.36		32.36	258.38
100-5250-10-04	Publications	350.00		350.00	359.40			102.69	(9.40)
100-5280-10-04	Printing and Reproduction				141.00				(141.00)
100-5330-10-04	Copier Expense	1,160.00		1,160.00	721.74	193.74		62.22	438.26
100-5410-10-04	Professional Services	21,000.00	25,000.00	46,000.00	9,573.90	6,696.70	32,166.67	20.81	4,259.43
100-5419-10-04	IT Licenses	3,000.00		3,000.00	3,285.00			109.50	(285.00)
100-5430-10-04	Legal Fees	20,000.00		20,000.00	2,128.00			10.64	17,872.00
100-5480-10-04	Contracted Services				(301.00)	(870.75)			301.00
100-5520-10-04	Telephones	1,272.00		1,272.00	360.14	51.50		28.31	911.86
100-5530-10-04	Travel	3,600.00		3,600.00	1,212.02			33.67	2,387.98
100-5536-10-04	Training/Seminars	3,500.00		3,500.00	370.00	300.00		10.57	3,130.00
100-5600-10-04	Special Events	10,000.00		10,000.00	8,043.60	1,460.83		80.44	1,956.40
100-5110-10-05	Salaries & Wages	156,424.00		156,424.00	37,693.42	13,077.54		24.10	118,730.58
100-5143-10-05	Cell Phone Allowance	2,800.00		2,800.00	460.00	230.00		16.43	2,340.00
100-5145-10-05	Social Security Expense	10,308.00		10,308.00	2,120.22	738.49		20.57	8,187.78
100-5150-10-05	Medicare Expense	2,411.00		2,411.00	495.86	172.71		20.57	1,915.14
100-5155-10-05	SUTA Expense	16.00		16.00	326.69	89.91		2,041.81	(310.69)
100-5160-10-05	Health/Dental Insurance	7,747.00		7,747.00	4,552.80	1,385.28		58.77	3,194.20
100-5165-10-05	Dental Insurance	537.00		537.00	153.60	74.16		28.60	383.40
100-5170-10-05	Life Insurance	17.00		17.00	51.00	20.94		300.00	(34.00)
100-5175-10-05	Liability (TML)/Workers' Comp	875.00		875.00	747.24			85.40	127.76
100-5180-10-05	TMRS Expense	22,244.00		22,244.00	4,719.57	1,646.13		21.22	17,524.43
100-5185-10-05	Long Term/Short Term Disabilit	316.00		316.00	43.13	24.86		13.65	272.87
100-5191-10-05	Hiring Cost	200.00		200.00					200.00
100-5210-10-05	Supplies	1,000.00		1,000.00	186.04	58.45		18.60	813.96
100-5212-10-05	Building Supplies	500.00		500.00	37.57			7.51	462.43
100-5220-10-05	Office Equipment	19,600.00		19,600.00	7,154.21	553.94	1,523.80	36.50	10,921.99
100-5225-10-05	Computer Hardware				16,887.83	16,887.83			(16,887.83)
100-5230-10-05	Dues,Fees,& Subscriptions	500.00		500.00	150.00	150.00		30.00	350.00
100-5240-10-05	Postage and Delivery	300.00		300.00					300.00
100-5280-10-05	Printing and Reproduction	200.00		200.00	73.40			36.70	126.60
100-5330-10-05	Copier Expense		26,118.00	26,118.00	17,567.91	2,197.24	8,783.24	67.26	(233.15)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5350-10-05	Vehicle Expense	500.00		500.00					500.00
100-5352-10-05	Fuel	1,000.00		1,000.00					1,000.00
100-5400-10-05	Uniform Expense	800.00		800.00					800.00
100-5410-10-05	Professional Services	5,000.00		5,000.00					5,000.00
100-5418-10-05	IT Fees	130,000.00	12,715.00	142,715.00	122,682.49	14,235.00	16,292.50	85.96	3,740.01
100-5419-10-05	IT Licenses	7,000.00		7,000.00	13,614.60	13,614.60		194.49	(6,614.60)
100-5430-10-05	Legal Fees	1,000.00		1,000.00	114.00	114.00		11.40	886.00
100-5480-10-05	Contracted Services	5,000.00		5,000.00	330.00			6.60	4,670.00
100-5520-10-05	Telephones		27,875.00	27,875.00	24,018.02	3,340.27		86.16	3,856.98
100-5526-10-05	Data Network	1,000.00	41,247.00	42,247.00	23,956.12	2,982.41		56.71	18,290.88
100-5530-10-05	Travel	5,000.00		5,000.00					5,000.00
100-5533-10-05	MILEAGE EXPENSE				30.56	30.56			(30.56)
100-5536-10-05	Training/Seminars	2,000.00		2,000.00					2,000.00
100-5620-10-05	Tools & Equipment	1,000.00		1,000.00					1,000.00
100-5630-10-05	Safety Equipment	500.00		500.00					500.00
100-5110-10-07	Salaries & Wages	115,356.00		115,356.00	71,454.22	8,835.14		61.94	43,901.78
100-5115-10-07	Salaries - Overtime	251.00		251.00					251.00
100-5126-10-07	Salaries-Vacation Buy-Out	1,541.00		1,541.00	1,540.68			99.98	0.32
100-5128-10-07	Language Pay	900.00		900.00	850.00	100.00		94.44	50.00
100-5140-10-07	Salaries - Longevity Pay	190.00		190.00	130.00			68.42	60.00
100-5145-10-07	Social Security Expense	7,275.00		7,275.00	4,184.26	502.85		57.52	3,090.74
100-5150-10-07	Medicare Expense	1,701.00		1,701.00	978.58	117.60		57.53	722.42
100-5155-10-07	SUTA Expense	18.00		18.00	373.83	47.26		2,076.83	(355.83)
100-5160-10-07	Health/Dental Insurance	7,656.00		7,656.00	10,543.00	958.76		137.71	(2,887.00)
100-5165-10-07	Dental Insurance	353.00		353.00	399.98	34.96		113.31	(46.98)
100-5170-10-07	Life Insurance	95.00		95.00	110.32	15.76		116.13	(15.32)
100-5175-10-07	Liability (TML)/Workers' Comp	243.00		243.00	206.42			84.95	36.58
100-5180-10-07	TMRS Expense	15,254.00		15,254.00	8,789.49	1,022.70		57.62	6,464.51
100-5185-10-07	Long Term/Short Term Disabilit	223.00		223.00	27.77	15.71		12.45	195.23
100-5186-10-07	WELLE-Wellness Prog Reimb Empl	1,500.00		1,500.00	125.00			8.33	1,375.00
100-5190-10-07	Contract Labor	6,800.00	(2,000.00)	4,800.00	3,145.00	510.00		65.52	1,655.00
100-5210-10-07	Supplies	1,700.00		1,700.00	1,388.75	32.26		81.69	311.25
100-5212-10-07	Building Supplies	2,000.00	2,000.00	4,000.00	1,712.52	449.16		42.81	2,287.48
100-5220-10-07	Office Equipment	8,200.00		8,200.00					8,200.00
100-5230-10-07	Dues,Fees,& Subscriptions	250.00		250.00	165.94			66.38	84.06
100-5240-10-07	Postage and Delivery	1,400.00		1,400.00	464.55	14.55		33.18	935.45
100-5250-10-07	Publications	100.00		100.00					100.00
100-5280-10-07	Printing and Reproduction	700.00		700.00	620.26			88.61	79.74
100-5310-10-07	Rental Expense	32,816.00		32,816.00	25,635.00	2,972.50		78.12	7,181.00
100-5320-10-07	Repairs & Maintenance	1,000.00		1,000.00	100.96			10.10	899.04
100-5330-10-07	Copier Expense				1,148.45	295.63			(1,148.45)
100-5418-10-07	IT Fees	5,700.00		5,700.00	4,743.00	405.00		83.21	957.00
100-5420-10-07	Municipal Court/Judge Fees	24,000.00		24,000.00	11,236.00	800.00		46.82	12,764.00
100-5425-10-07	State Fines Expense				837.48				(837.48)
100-5430-10-07	Legal Fees	31,200.00		31,200.00	18,681.76	3,216.00		59.88	12,518.24
100-5480-10-07	Contracted Services	1,260.00		1,260.00					1,260.00
100-5481-10-07	Cash Over/Short				19.00				(19.00)
100-5520-10-07	Telephones	2,184.00	(1,795.00)	389.00	329.35			84.67	59.65
100-5524-10-07	Gas	900.00		900.00	445.13	43.80		49.46	454.87
100-5525-10-07	Electricity	2,000.00		2,000.00	564.87			28.24	1,435.13
100-5530-10-07	Travel	700.00		700.00					700.00
100-5533-10-07	Mileage Expense	700.00		700.00					700.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5536-10-07	Training/Seminars	700.00		700.00					700.00
100-5176-10-99	TML Prop. & Liab. Insurance	110,000.00		110,000.00	77,580.87			70.53	32,419.13
100-5305-10-99	Chapt 380 Program Grant Exp	119,996.00		119,996.00	59,019.02			49.18	60,976.98
100-5410-10-99	Professional Services				8,527.95				(8,527.95)
100-5418-10-99	IT Fees	29,590.00	(8,910.00)	20,680.00					20,680.00
100-5480-10-99	Contracted Services	49,600.00		49,600.00	24,000.00	3,000.00	22,000.00	48.39	3,600.00
100-6125-10-99	Capital Expense Technology	84,795.00		84,795.00	56,530.00	7,066.25		66.67	28,265.00
100-6140-10-99	Capital Expenditure - Equipmen	77,874.00		77,874.00	51,916.00	6,489.50		66.67	25,958.00
100-6160-10-99	Capital Expenditure - Vehicles	280,489.00		280,489.00	186,992.64	23,374.08		66.67	93,496.36
100-7000-10-99	Contingency	50,000.00		50,000.00	10,000.00			20.00	40,000.00
100-5110-20-01	Salaries & Wages	1,384,138.00	(2,500.00)	1,381,638.00	756,109.81	100,761.77		54.73	625,528.19
100-5115-20-01	Salaries - Overtime	55,586.00		55,586.00	55,811.74	8,267.01		100.41	(225.74)
100-5126-20-01	Salaries-Vacation Buy-Out	4,397.00		4,397.00	3,593.48			81.73	803.52
100-5127-20-01	Salaries-Certification Pay	23,100.00		23,100.00	12,682.80	1,707.62		54.90	10,417.20
100-5140-20-01	Salaries - Longevity Pay	5,691.00		5,691.00	4,435.00			77.93	1,256.00
100-5143-20-01	Cell Phone Allowance	1,380.00		1,380.00	920.00	115.00		66.67	460.00
100-5145-20-01	Social Security Expense	91,412.00		91,412.00	48,902.85	6,550.24		53.50	42,509.15
100-5150-20-01	Medicare Expense	21,379.00		21,379.00	11,602.90	1,531.93		54.27	9,776.10
100-5155-20-01	SUTA Expense	207.00		207.00	3,445.39	149.59		1,664.44	(3,238.39)
100-5160-20-01	Health/Dental Insurance	123,358.00		123,358.00	81,407.91	10,855.25		65.99	41,950.09
100-5165-20-01	Dental Insurance	7,318.00		7,318.00	3,941.08	653.00		53.86	3,376.92
100-5170-20-01	Life Insurance	6,210.00		6,210.00	3,455.83	529.58		55.65	2,754.17
100-5175-20-01	Liability (TML)/Workers' Comp	26,877.00		26,877.00	21,959.48			81.70	4,917.52
100-5180-20-01	TMRS Expense	192,051.00		192,051.00	101,801.76	13,729.54		53.01	90,249.24
100-5185-20-01	Long Term/Short Term Disabilit	2,801.00		2,801.00	375.24	187.45		13.40	2,425.76
100-5186-20-01	WELLE-Wellness Prog Reimb Empl	21,000.00		21,000.00	1,081.64	139.16		5.15	19,918.36
100-5190-20-01	Contract Labor	6,000.00		6,000.00	4,480.00	560.00		74.67	1,520.00
100-5191-20-01	Hiring Cost	1,600.00		1,600.00	716.75			44.80	883.25
100-5192-20-01	Physical & Psychological	300.00		300.00	600.00			200.00	(300.00)
100-5210-20-01	Supplies	11,963.00		11,963.00	7,459.71	1,581.58		62.36	4,503.29
100-5212-20-01	Building Supplies	900.00		900.00	307.02	173.39		34.11	592.98
100-5214-20-01	Tactical Supplies	57,500.00		57,500.00	43,195.67		165.60	75.12	14,138.73
100-5215-20-01	Ammunition	19,204.00		19,204.00	13,200.36			68.74	6,003.64
100-5220-20-01	Office Equipment	2,560.00		2,560.00	4,376.70	15.30		170.97	(1,816.70)
100-5230-20-01	Dues,Fees,& Subscriptions	8,500.00		8,500.00	6,662.02	80.99		78.38	1,837.98
100-5240-20-01	Postage and Delivery	750.00		750.00	731.49	87.33		97.53	18.51
100-5250-20-01	Publications	400.00		400.00					400.00
100-5265-20-01	Promotional Expense	1,000.00		1,000.00					1,000.00
100-5280-20-01	Printing and Reproduction	500.00		500.00					500.00
100-5310-20-01	Rental Expense	4,200.00		4,200.00	2,599.20	324.90		61.89	1,600.80
100-5320-20-01	Repairs & Maintenance				10.00				(10.00)
100-5330-20-01	Copier Expense	2,060.00		2,060.00	1,475.84	516.45		71.64	584.16
100-5335-20-01	Radio/Video Repairs	500.00		500.00					500.00
100-5340-20-01	Building Repairs	2,000.00		2,000.00	437.41	54.98		21.87	1,562.59
100-5350-20-01	Vehicle Expense	82,000.00		82,000.00	45,634.78	8,409.41	2,705.00	55.65	33,660.22
100-5352-20-01	Fuel	50,000.00		50,000.00	18,785.15	2,833.61		37.57	31,214.85
100-5353-20-01	Oil/Grease/Inspections	1,000.00		1,000.00					1,000.00
100-5400-20-01	Uniform Expense	17,000.00		17,000.00	11,967.44	2,089.38	2,014.85	70.40	3,017.71
100-5410-20-01	Professional Services	1,600.00		1,600.00	255.00			15.94	1,345.00
100-5415-20-01	Tution Reimbursement	6,000.00		6,000.00	4,100.00			68.33	1,900.00
100-5418-20-01	IT Fees	1,000.00	(750.00)	250.00					250.00
100-5419-20-01	IT Licenses	1,000.00		1,000.00					1,000.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5430-20-01	Legal Fees	7,550.00		7,550.00	6,905.19	1,990.19		91.46	644.81
100-5480-20-01	Contracted Services	28,675.00		28,675.00	24,347.44	53.68	5,295.00	84.91	(967.44)
100-5520-20-01	Telephones	7,745.00	(4,492.00)	3,253.00	2,490.48	275.98		76.56	762.52
100-5524-20-01	Gas	400.00		400.00	43.92			10.98	356.08
100-5525-20-01	Electricity	10,000.00		10,000.00	6,377.28			63.77	3,622.72
100-5526-20-01	Data Network	5,760.00		5,760.00	3,519.38	513.86		61.10	2,240.62
100-5530-20-01	Travel	5,000.00		5,000.00	1,886.87			37.74	3,113.13
100-5533-20-01	Mileage Expense	500.00		500.00					500.00
100-5536-20-01	Training/Seminars	15,000.00		15,000.00	7,472.16	80.00		49.81	7,527.84
100-5600-20-01	Special Events	4,000.00		4,000.00	684.31	413.66		17.11	3,315.69
100-5630-20-01	Safety Equipment	22,000.00		22,000.00	15,297.37	4,572.94	5,085.55	69.53	1,617.08
100-5640-20-01	Signs & Hardware	500.00		500.00					500.00
100-5110-20-05	Salaries & Wages	419,788.00		419,788.00	220,816.02	30,507.20		52.60	198,971.98
100-5115-20-05	Salaries - Overtime	10,545.00	2,500.00	13,045.00	10,840.21	906.78		83.10	2,204.79
100-5126-20-05	Salaries-Vacation Buy-Out	1,533.00		1,533.00	766.40			49.99	766.60
100-5127-20-05	Salaries-Certification Pay	11,340.00		11,340.00	6,763.56	867.66		59.64	4,576.44
100-5140-20-05	Salaries - Longevity Pay	1,450.00		1,450.00	1,365.00			94.14	85.00
100-5145-20-05	Social Security Expense	27,568.00		27,568.00	14,273.59	1,890.12		51.78	13,294.41
100-5150-20-05	Medicare Expense	6,447.00		6,447.00	3,338.18	442.05		51.78	3,108.82
100-5155-20-05	SUTA Expense	90.00		90.00	1,539.00			1,710.00	(1,449.00)
100-5160-20-05	Health/Dental Insurance	37,409.00		37,409.00	24,103.87	4,069.95		64.43	13,305.13
100-5165-20-05	Dental Insurance	2,997.00		2,997.00	1,781.73	309.31		59.45	1,215.27
100-5170-20-05	Life Insurance	761.00		761.00	449.16	70.92		59.02	311.84
100-5175-20-05	Liability (TML)/Workers' Comp	900.00		900.00	769.87			85.54	130.13
100-5180-20-05	TMRS Expense	57,966.00		57,966.00	29,437.46	4,022.82		50.78	28,528.54
100-5185-20-05	Long Term/Short Term Disabilit	845.00		845.00	108.45	54.07		12.83	736.55
100-5186-20-05	WELLE-Wellness Prog Reimb Empl	7,250.00		7,250.00	885.40	239.16		12.21	6,364.60
100-5191-20-05	Hiring Cost	100.00		100.00	129.21			129.21	(29.21)
100-5192-20-05	Physical & Psychological	1,000.00		1,000.00	600.00			60.00	400.00
100-5210-20-05	Supplies	5,463.00		5,463.00	1,110.12			20.32	4,352.88
100-5212-20-05	Building Supplies	1,500.00		1,500.00	124.48			8.30	1,375.52
100-5220-20-05	Office Equipment	3,000.00		3,000.00	547.82	247.83		18.26	2,452.18
100-5230-20-05	Dues,Fees,& Subscriptions	1,000.00		1,000.00	463.53	81.98		46.35	536.47
100-5240-20-05	Postage and Delivery	100.00		100.00					100.00
100-5250-20-05	Publications	100.00		100.00					100.00
100-5280-20-05	Printing and Reproduction	100.00		100.00					100.00
100-5330-20-05	Copier Expense	557.00		557.00	334.83	106.15		60.11	222.17
100-5340-20-05	Building Repairs	3,740.00		3,740.00	3,135.00	3,135.00		83.82	605.00
100-5350-20-05	Vehicle Expense				41.28				(41.28)
100-5400-20-05	Uniform Expense	1,500.00		1,500.00	1,227.15		1,250.00	81.81	(977.15)
100-5418-20-05	IT Fees	4,500.00		4,500.00	210.00			4.67	4,290.00
100-5419-20-05	IT Licenses	5,000.00		5,000.00	725.00			14.50	4,275.00
100-5430-20-05	Legal Fees	500.00		500.00					500.00
100-5480-20-05	Contracted Services	160,280.00		160,280.00	75,501.84	3,065.00		47.11	84,778.16
100-5520-20-05	Telephones	2,499.00	(1,600.00)	899.00	499.20	50.74		55.53	399.80
100-5524-20-05	Gas	300.00		300.00	687.17	89.07		229.06	(387.17)
100-5530-20-05	Travel	1,000.00		1,000.00					1,000.00
100-5533-20-05	Mileage Expense	500.00		500.00					500.00
100-5536-20-05	Training/Seminars	5,000.00		5,000.00	360.00			7.20	4,640.00
100-5600-20-05	Special Events	500.00		500.00					500.00
100-5110-30-01	Salaries & Wages	2,153,340.00		2,153,340.00	1,184,329.43	140,500.56		55.00	969,010.57
100-5115-30-01	Salaries - Overtime	319,972.00		319,972.00	194,065.48	27,624.70		60.65	125,906.52

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5126-30-01	Salaries-Vacation Buy-Out	1,953.00		1,953.00	1,953.36			100.02	(0.36)
100-5127-30-01	Salaries-Certification Pay	31,562.00		31,562.00	15,763.32	2,250.89		49.94	15,798.68
100-5140-30-01	Salaries - Longevity Pay	10,735.00		10,735.00	10,170.00			94.74	565.00
100-5141-30-01	Salaries - Incentive				1,270.81				(1,270.81)
100-5143-30-01	Cell Phone Allowance	4,680.00		4,680.00	2,920.00	400.00		62.39	1,760.00
100-5145-30-01	Social Security Expense	156,193.00		156,193.00	82,512.76	9,920.81		52.83	73,680.24
100-5150-30-01	Medicare Expense	36,529.00		36,529.00	19,337.54	2,320.21		52.94	17,191.46
100-5155-30-01	SUTA Expense	378.00		378.00	5,141.50	126.37		1,360.19	(4,763.50)
100-5160-30-01	Health/Dental Insurance	200,755.00		200,755.00	121,486.20	14,304.11		60.52	79,268.80
100-5165-30-01	Dental Insurance	9,258.00		9,258.00	5,657.07	837.34		61.11	3,600.93
100-5170-30-01	Life Insurance	7,899.00		7,899.00	5,051.86	682.18		63.96	2,847.14
100-5171-30-01	Life Insurance-Supplemental	8,000.00		8,000.00	7,307.00			91.34	693.00
100-5175-30-01	Liability (TML)/Workers' Comp	33,157.00		33,157.00	27,889.50			84.11	5,267.50
100-5180-30-01	TMRS Expense	328,350.00		328,350.00	164,002.12	20,357.35		49.95	164,347.88
100-5185-30-01	Long Term/Short Term Disabilit	4,787.00		4,787.00	476.71	242.40		9.96	4,310.29
100-5186-30-01	WELLE-Wellness Prog Reimb Empl	35,500.00		35,500.00	3,079.00	445.80		8.67	32,421.00
100-5190-30-01	Contract Labor	720.00		720.00					720.00
100-5191-30-01	Hiring Cost	1,000.00		1,000.00					1,000.00
100-5194-30-01	FD Annual Phy & Screening	27,800.00		27,800.00	4,664.00	1,655.00		16.78	23,136.00
100-5210-30-01	Supplies	4,598.00		4,598.00	968.99			21.07	3,629.01
100-5212-30-01	Building Supplies	4,000.00		4,000.00	1,939.96	7.78		48.50	2,060.04
100-5220-30-01	Office Equipment	3,963.00		3,963.00	1,382.01			34.87	2,580.99
100-5230-30-01	Dues,Fees,& Subscriptions	5,800.00		5,800.00	3,813.00			65.74	1,987.00
100-5240-30-01	Postage and Delivery	250.00		250.00	51.67			20.67	198.33
100-5250-30-01	Publications	350.00		350.00	29.00	29.00		8.29	321.00
100-5280-30-01	Printing and Reproduction	600.00		600.00					600.00
100-5320-30-01	Repairs & Maintenance	6,500.00		6,500.00	1,697.63			26.12	4,802.37
100-5330-30-01	Copier Expense	53.00		53.00	694.25	159.95		1,309.91	(641.25)
100-5335-30-01	Radio/Video Repairs	6,000.00		6,000.00	3,711.74	2,362.74	765.00	61.86	1,523.26
100-5340-30-01	Building Repairs	45,517.00		45,517.00	6,869.39	85.00	14,511.84	15.09	24,135.77
100-5350-30-01	Vehicle Expense	35,000.00		35,000.00	27,601.03	13,767.42		78.86	7,398.97
100-5352-30-01	Fuel	20,000.00		20,000.00	6,947.04	882.51		34.74	13,052.96
100-5400-30-01	Uniform Expense	24,500.00		24,500.00	4,420.91			18.05	20,079.09
100-5410-30-01	Professional Services	7,500.00		7,500.00					7,500.00
100-5418-30-01	IT Fees	7,500.00		7,500.00					7,500.00
100-5430-30-01	Legal Fees	2,000.00		2,000.00	855.00	171.00		42.75	1,145.00
100-5440-30-01	EMS	84,047.00		84,047.00	36,355.58	5,311.32	15,683.08	43.26	32,008.34
100-5445-30-01	CERT Program Expenditures	20,000.00		20,000.00	8,340.68			41.70	11,659.32
100-5480-30-01	Contracted Services	6,530.00		6,530.00	495.00	60.00		7.58	6,035.00
100-5520-30-01	Telephones	8,165.00	(6,640.00)	1,525.00	994.61	109.32		65.22	530.39
100-5521-30-01	Cell Phone Expense	1,000.00		1,000.00					1,000.00
100-5524-30-01	Gas	5,000.00		5,000.00	1,481.59	127.49		29.63	3,518.41
100-5525-30-01	Electricity	25,000.00		25,000.00	8,372.00	1,085.49		33.49	16,628.00
100-5526-30-01	Data Network	26,201.00	(16,200.00)	10,001.00	3,239.51	462.77		32.39	6,761.49
100-5530-30-01	Travel	3,000.00		3,000.00	48.23			1.61	2,951.77
100-5533-30-01	Mileage Expense	1,500.00		1,500.00					1,500.00
100-5536-30-01	Training/Seminars	20,175.00		20,175.00	3,291.93			16.32	16,883.07
100-5610-30-01	Fire Fighting Equipment	20,000.00		20,000.00	4,876.08			24.38	15,123.92
100-5630-30-01	Safety Equipment	31,000.00		31,000.00	12,506.66		2,347.23	40.34	16,146.11
100-5110-30-05	Salaries & Wages	90,823.00		90,823.00	60,030.87	7,088.00		66.10	30,792.13
100-5115-30-05	Salaries - Overtime	21,404.00		21,404.00	4,904.28	172.40		22.91	16,499.72
100-5140-30-05	Salaries - Longevity Pay	690.00		690.00	690.00			100.00	

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5143-30-05	Cell Phone Allowance	1,080.00		1,080.00	600.00	75.00		55.56	480.00
100-5145-30-05	Social Security Expense	7,068.00		7,068.00	3,603.87	391.96		50.99	3,464.13
100-5150-30-05	Medicare Expense	1,653.00		1,653.00	842.82	91.66		50.99	810.18
100-5155-30-05	SUTA Expense	27.00		27.00	188.33			697.52	(161.33)
100-5160-30-05	Health/Dental Insurance	6,909.00		6,909.00	5,627.37	786.41		81.45	1,281.63
100-5165-30-05	Dental Insurance	353.00		353.00	281.59	40.44		79.77	71.41
100-5170-30-05	Life Insurance	315.00		315.00	213.27	26.84		67.71	101.73
100-5175-30-05	Liability (TML)/Workers' Comp	2,030.00		2,030.00	1,517.00			74.73	513.00
100-5180-30-05	TMRS Expense	14,896.00		14,896.00	8,094.65	913.58		54.34	6,801.35
100-5185-30-05	Long Term/Short Term Disabilit	178.00		178.00	26.92	13.46		15.12	151.08
100-5186-30-05	WELLE-Wellness Prog Reimb Empl	1,500.00		1,500.00	225.00	50.00		15.00	1,275.00
100-5193-30-05	Records Retention	250.00		250.00					250.00
100-5194-30-05	FD Annual Phy & Screening	807.00		807.00					807.00
100-5210-30-05	Supplies	150.00		150.00					150.00
100-5215-30-05	Ammunition	1,250.00		1,250.00	997.89	997.89		79.83	252.11
100-5220-30-05	Office Equipment	1,000.00		1,000.00	89.05			8.91	910.95
100-5230-30-05	Dues,Fees,& Subscriptions	950.00		950.00	50.00			5.26	900.00
100-5240-30-05	Postage and Delivery	60.00		60.00					60.00
100-5250-30-05	Publications	750.00		750.00					750.00
100-5280-30-05	Printing and Reproduction	500.00		500.00					500.00
100-5350-30-05	Vehicle Expense	800.00		800.00					800.00
100-5352-30-05	Fuel	2,000.00		2,000.00	548.18	62.66		27.41	1,451.82
100-5353-30-05	Oil/Grease/Inspections	500.00		500.00	48.81			9.76	451.19
100-5400-30-05	Uniform Expense	1,390.00		1,390.00	607.41	134.97		43.70	782.59
100-5418-30-05	IT Fees	360.00		360.00					360.00
100-5419-30-05	IT Licenses	150.00		150.00					150.00
100-5430-30-05	Legal Fees	2,500.00		2,500.00					2,500.00
100-5480-30-05	Contracted Services	2,000.00		2,000.00					2,000.00
100-5520-30-05	Telephones	200.00		200.00	629.99			315.00	(429.99)
100-5526-30-05	Data Network	480.00		480.00	475.87	72.98		99.14	4.13
100-5530-30-05	Travel	500.00		500.00					500.00
100-5533-30-05	Mileage Expense	750.00		750.00	18.92			2.52	731.08
100-5536-30-05	Training/Seminars	3,200.00		3,200.00	396.36	291.50		12.39	2,803.64
100-5620-30-05	Tools & Equipment	350.00		350.00					350.00
100-5630-30-05	Safety Equipment	1,000.00		1,000.00	146.47			14.65	853.53
100-5640-30-05	Signs & Hardware	1,250.00		1,250.00					1,250.00
100-5110-40-01	Salaries & Wages	695,430.00		695,430.00	439,823.24	55,482.39		63.25	255,606.76
100-5115-40-01	Salaries - Overtime	42,831.00		42,831.00	3,892.66			9.09	38,938.34
100-5140-40-01	Salaries - Longevity Pay	1,475.00		1,475.00	1,205.00			81.70	270.00
100-5141-40-01	Salaries - Incentive				702.97				(702.97)
100-5143-40-01	Cell Phone Allowance	2,040.00		2,040.00	1,930.00	260.00		94.61	110.00
100-5145-40-01	Social Security Expense	45,990.26		45,990.26	25,909.99	3,192.91		56.34	20,080.27
100-5150-40-01	Medicare Expense	10,756.21		10,756.21	6,059.61	746.74		56.34	4,696.60
100-5155-40-01	SUTA Expense	117.00		117.00	2,223.54	42.95		1,900.46	(2,106.54)
100-5160-40-01	Health/Dental Insurance	54,579.00		54,579.00	35,793.79	5,214.04		65.58	18,785.21
100-5165-40-01	Dental Insurance	3,175.00		3,175.00	2,307.68	352.18		72.68	867.32
100-5170-40-01	Life Insurance	1,043.00		1,043.00	717.34	102.44		68.78	325.66
100-5175-40-01	Liability (TML)/Workers' Comp	3,036.00		3,036.00	2,591.64			85.36	444.36
100-5180-40-01	TMRS Expense	96,561.23		96,561.23	54,569.55	6,895.34		56.51	41,991.68
100-5185-40-01	Long Term/Short Term Disabilit	1,409.28		1,409.28	210.84	105.42		14.96	1,198.44
100-5186-40-01	WELLE-Wellness Prog Reimb Empl	10,000.00		10,000.00					10,000.00
100-5190-40-01	Contract Labor	1,040.00		1,040.00	760.00	160.00		73.08	280.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5191-40-01	Hiring Cost	100.00		100.00					100.00
100-5210-40-01	Supplies	8,135.00		8,135.00	3,150.87	171.57		38.73	4,984.13
100-5212-40-01	Building Supplies	500.00		500.00	203.04	56.00		40.61	296.96
100-5220-40-01	Office Equipment	9,100.00		9,100.00	4,409.84	1,014.31		48.46	4,690.16
100-5230-40-01	Dues,Fees,& Subscriptions	51,865.00		51,865.00	50,815.00			97.98	1,050.00
100-5240-40-01	Postage and Delivery	50.00		50.00	12.07	0.94		24.14	37.93
100-5250-40-01	Publications	3,500.00		3,500.00	1,942.98	1,743.48		55.51	1,557.02
100-5280-40-01	Printing and Reproduction	1,000.00		1,000.00	752.55	56.90		75.26	247.45
100-5330-40-01	Copier Expense	4,144.92		4,144.92	1,893.89	549.38		45.69	2,251.03
100-5340-40-01	Building Repairs	49,110.00	(2,160.00)	46,950.00	18,039.86	3,070.01	1,123.60	38.42	27,786.54
100-5350-40-01	Vehicle Expense	4,000.00		4,000.00	3,693.26	557.45		92.33	306.74
100-5352-40-01	Fuel	6,500.00		6,500.00	3,080.89	545.18		47.40	3,419.11
100-5353-40-01	Oil/Grease/Inspections	1,320.00		1,320.00	245.94	71.39		18.63	1,074.06
100-5400-40-01	Uniform Expense	1,500.00		1,500.00	922.23			61.48	577.77
100-5410-40-01	Professional Services	271,000.00		271,000.00	1,230.44		249,769.56	0.45	20,000.00
100-5418-40-01	IT Fees	3,000.00		3,000.00					3,000.00
100-5430-40-01	Legal Fees	500.00		500.00	76.00			15.20	424.00
100-5465-40-01	Public Relations	500.00		500.00	225.00			45.00	275.00
100-5475-40-01	Credit Card Fees				4,219.81	885.65			(4,219.81)
100-5480-40-01	Contracted Services	3,780.00		3,780.00	100.00			2.65	3,680.00
100-5520-40-01	Telephones	4,525.00	(1,585.00)	2,940.00	753.90	51.50		25.64	2,186.10
100-5525-40-01	Electricity	7,200.00		7,200.00	913.03			12.68	6,286.97
100-5526-40-01	Data Network	3,560.00		3,560.00	2,032.98	303.92		57.11	1,527.02
100-5530-40-01	Travel	2,400.00		2,400.00	120.00			5.00	2,280.00
100-5533-40-01	Mileage Expense	1,000.00		1,000.00	31.54	31.54		3.15	968.46
100-5536-40-01	Training/Seminars	14,135.00		14,135.00	2,038.40	324.00		14.42	12,096.60
100-5620-40-01	Tools & Equipment	600.00		600.00	197.14			32.86	402.86
100-5630-40-01	Safety Equipment	1,020.00		1,020.00	317.00			31.08	703.00
100-5640-40-01	Signs & Hardware		2,160.00	2,160.00	1,682.20	1,210.00		77.88	477.80
100-6160-40-01	Capital Expenditure - Vehicles	21,000.00	17,436.00	38,436.00	37,009.08			96.29	1,426.92
100-5110-40-02	Salaries & Wages	50,720.00		50,720.00	32,738.42	3,883.20		64.55	17,981.58
100-5115-40-02	Salaries - Overtime	828.00		828.00					828.00
100-5140-40-02	Salaries - Longevity Pay	325.00		325.00	325.00			100.00	
100-5145-40-02	Social Security Expense	3,216.00		3,216.00	1,919.53	194.96		59.69	1,296.47
100-5150-40-02	Medicare Expense	752.00		752.00	448.92	45.59		59.70	303.08
100-5155-40-02	SUTA Expense	9.00		9.00	171.00			1,900.00	(162.00)
100-5160-40-02	Health/Dental Insurance	3,389.00		3,389.00	3,381.45	736.49		99.78	7.55
100-5165-40-02	Dental Insurance	353.00		353.00	231.15	35.43		65.48	121.85
100-5170-40-02	Life Insurance	95.00		95.00	59.10	7.88		62.21	35.90
100-5175-40-02	Liability (TML)/Workers' Comp	244.00		244.00	197.12			80.79	46.88
100-5180-40-02	TMRS Expense	6,744.00		6,744.00	4,031.23	480.36		59.78	2,712.77
100-5185-40-02	Long Term/Short Term Disabilit	99.00		99.00	14.76	7.38		14.91	84.24
100-5186-40-02	WELLE-Wellness Prog Reimb Empl	750.00		750.00					750.00
100-5210-40-02	Supplies	200.00		200.00	145.63			72.82	54.37
100-5230-40-02	Dues,Fees,& Subscriptions	390.00		390.00	322.41			82.67	67.59
100-5240-40-02	Postage and Delivery	400.00		400.00	227.92	28.49		56.98	172.08
100-5280-40-02	Printing and Reproduction	700.00		700.00	100.00			14.29	600.00
100-5350-40-02	Vehicle Expense	1,250.00		1,250.00	833.44			66.68	416.56
100-5352-40-02	Fuel	800.00		800.00	316.57	36.92		39.57	483.43
100-5353-40-02	Oil/Grease/Inspections	100.00		100.00	32.98			32.98	67.02
100-5400-40-02	Uniform Expense	200.00		200.00	122.50			61.25	77.50
100-5430-40-02	Legal Fees	500.00		500.00	2,200.09	752.00		440.02	(1,700.09)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5435-40-02	Legal Notices/Filings	150.00		150.00	239.38			159.59	(89.38)
100-5480-40-02	Contracted Services	86,650.00		86,650.00	49,299.50	1,775.00	13,846.50	56.90	23,504.00
100-5520-40-02	Telephones	480.00	(225.00)	255.00	94.65	15.61		37.12	160.35
100-5526-40-02	Data Network	480.00		480.00	475.93	37.99		99.15	4.07
100-5530-40-02	Travel	250.00		250.00					250.00
100-5536-40-02	Training/Seminars	300.00		300.00	204.14			68.05	95.86
100-5600-40-02	Special Events	250.00		250.00					250.00
100-5620-40-02	Tools & Equipment	200.00		200.00	245.14			122.57	(45.14)
100-5640-40-02	Signs & Hardware	1,450.00		1,450.00	1,406.01			96.97	43.99
100-5110-40-03	Salaries & Wages	273,762.00		273,762.00	179,589.56	21,405.62		65.60	94,172.44
100-5115-40-03	Salaries - Overtime	1,219.00		1,219.00	743.66	183.72		61.01	475.34
100-5126-40-03	Salaries-Vacation Buy-Out	4,339.00		4,339.00	1,289.18			29.71	3,049.82
100-5140-40-03	Salaries - Longevity Pay	800.00		800.00	745.00			93.13	55.00
100-5143-40-03	Cell Phone Allowance	3,240.00		3,240.00	1,680.00	210.00		51.85	1,560.00
100-5145-40-03	Social Security Expense	17,568.00		17,568.00	10,741.87	1,263.20		61.15	6,826.13
100-5150-40-03	Medicare Expense	4,109.00		4,109.00	2,512.20	295.42		61.14	1,596.80
100-5155-40-03	SUTA Expense	36.00		36.00	686.23			1,906.19	(650.23)
100-5160-40-03	Health/Dental Insurance	29,240.00		29,240.00	22,164.00	2,559.70		75.80	7,076.00
100-5165-40-03	Dental Insurance	1,411.00		1,411.00	960.40	140.96		68.07	450.60
100-5170-40-03	Life Insurance	543.00		543.00	289.70	34.88		53.35	253.30
100-5175-40-03	Liability (TML)/Workers' Comp	583.00		583.00	566.26			97.13	16.74
100-5180-40-03	TMRS Expense	36,837.00		36,837.00	22,530.95	2,713.79		61.16	14,306.05
100-5185-40-03	Long Term/Short Term Disabilit	538.00		538.00	81.32	40.66		15.12	456.68
100-5186-40-03	WELLE-Wellness Prog Reimb Empl	4,500.00		4,500.00	945.80	139.16		21.02	3,554.20
100-5190-40-03	Contract Labor	1,100.00		1,100.00	760.00	160.00		69.09	340.00
100-5210-40-03	Supplies	4,000.00		4,000.00	2,306.60	420.99		57.67	1,693.40
100-5212-40-03	Building Supplies	1,000.00		1,000.00	94.97	56.00		9.50	905.03
100-5220-40-03	Office Equipment	1,800.00		1,800.00	1,248.17	399.80		69.34	551.83
100-5230-40-03	Dues,Fees,& Subscriptions	1,880.00		1,880.00	1,465.00			77.93	415.00
100-5240-40-03	Postage and Delivery	250.00		250.00	273.60	13.49		109.44	(23.60)
100-5280-40-03	Printing and Reproduction	300.00		300.00	257.75			85.92	42.25
100-5330-40-03	Copier Expense	2,380.00	(1,618.00)	762.00	496.73	147.59		65.19	265.27
100-5340-40-03	Building Repairs	410.00		410.00					410.00
100-5352-40-03	Fuel				9.22				(9.22)
100-5400-40-03	Uniform Expense	300.00		300.00	238.83			79.61	61.17
100-5410-40-03	Professional Services	83,500.00		83,500.00	40,575.00		13,525.00	48.59	29,400.00
100-5418-40-03	IT Fees	630.00	(130.00)	500.00					500.00
100-5419-40-03	IT Licenses	3,500.00		3,500.00	3,491.40			99.75	8.60
100-5430-40-03	Legal Fees	32,000.00	20,000.00	52,000.00	11,159.31	1,819.31		21.46	40,840.69
100-5435-40-03	Legal Notices/Filings	3,000.00		3,000.00	65.75			2.19	2,934.25
100-5520-40-03	Telephones	510.00	(455.00)	55.00	291.07			529.22	(236.07)
100-5526-40-03	Data Network	1,685.00		1,685.00	865.34	135.89		51.36	819.66
100-5530-40-03	Travel	3,385.00		3,385.00	1,583.65			46.78	1,801.35
100-5533-40-03	Mileage Expense	800.00		800.00	485.82			60.73	314.18
100-5536-40-03	Training/Seminars	4,900.00		4,900.00	2,330.56	95.00		47.56	2,569.44
100-5110-50-01	Salaries & Wages	140,238.00		140,238.00	86,925.62	12,245.82		61.98	53,312.38
100-5115-50-01	Salaries - Overtime	4,920.00		4,920.00	1,669.92	225.62		33.94	3,250.08
100-5140-50-01	Salaries - Longevity Pay	1,240.00		1,240.00	1,240.00			100.00	
100-5145-50-01	Social Security Expense	9,076.40		9,076.40	5,252.21	712.72		57.87	3,824.19
100-5150-50-01	Medicare Expense	2,122.90		2,122.90	1,228.35	166.68		57.86	894.55
100-5155-50-01	SUTA Expense	27.00		27.00	507.48			1,879.56	(480.48)
100-5160-50-01	Health/Dental Insurance	17,577.00		17,577.00	11,854.39	1,784.36		67.44	5,722.61

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5165-50-01	Dental Insurance	1,058.00		1,058.00	570.02	102.22		53.88	487.98
100-5170-50-01	Life Insurance	192.00		192.00	141.84	23.64		73.88	50.16
100-5175-50-01	Liability (TML)/Workers' Comp	6,786.00		6,786.00	5,786.96			85.28	999.04
100-5180-50-01	TMRS Expense	19,139.16		19,139.16	10,973.23	1,542.71		57.33	8,165.93
100-5185-50-01	Long Term/Short Term Disabilit	279.00		279.00	44.52	22.26		15.96	234.48
100-5186-50-01	WELLE-Wellness Prog Reimb Empl	3,250.00		3,250.00					3,250.00
100-5191-50-01	Hiring Cost	100.00		100.00					100.00
100-5210-50-01	Supplies	300.00		300.00					300.00
100-5220-50-01	Office Equipment	2,602.00		2,602.00	1,842.01		1,382.01	70.79	(622.02)
100-5230-50-01	Dues,Fees,& Subscriptions	500.00		500.00					500.00
100-5250-50-01	Publications	50.00		50.00					50.00
100-5310-50-01	Rental Expense	13,000.00		13,000.00	11,544.96			88.81	1,455.04
100-5320-50-01	Repairs & Maintenance	4,000.00		4,000.00	305.77			7.64	3,694.23
100-5321-50-01	Signal Light Repairs	6,400.00		6,400.00	6,931.55		6,237.00	108.31	(6,768.55)
100-5340-50-01	Building Repairs	2,500.00		2,500.00	110.01			4.40	2,389.99
100-5350-50-01	Vehicle Expense	6,500.00		6,500.00	1,974.04	337.40		30.37	4,525.96
100-5352-50-01	Fuel	4,600.00		4,600.00	1,556.24	78.46		33.83	3,043.76
100-5353-50-01	Oil/Grease/Inspections	200.00		200.00	166.27	166.27		83.14	33.73
100-5400-50-01	Uniform Expense	3,600.00		3,600.00	818.90			22.75	2,781.10
100-5430-50-01	Legal Fees				323.00	285.00			(323.00)
100-5480-50-01	Contracted Services	1,423,147.00	(1,402,380.00)	20,767.00	10,930.00			52.63	9,837.00
100-5520-50-01	Telephones	2,380.00		2,380.00	676.54	86.49		28.43	1,703.46
100-5525-50-01	Electricity	130,000.00		130,000.00	96,925.17	8,217.79		74.56	33,074.83
100-5526-50-01	Data Network	100.00		100.00	65.55	7.50		65.55	34.45
100-5530-50-01	Travel	800.00		800.00					800.00
100-5536-50-01	Training/Seminars	1,400.00		1,400.00	141.48	61.20		10.11	1,258.52
100-5620-50-01	Tools & Equipment	4,200.00		4,200.00	717.17	298.06		17.08	3,482.83
100-5630-50-01	Safety Equipment	3,100.00		3,100.00	359.99			11.61	2,740.01
100-5640-50-01	Signs & Hardware	25,000.00	115,000.00	140,000.00	14,752.25		83,675.80	10.54	41,571.95
100-5650-50-01	Maintenance Materials	79,600.00	(10,215.00)	69,385.00	36,449.05	3,518.54	7,023.81	52.53	25,912.14
100-6140-50-01	Capital Expenditure - Equipmen	12,000.00		12,000.00	7,779.25			64.83	4,220.75
100-6160-50-01	Capital Expenditure - Vehicles	83,000.00		83,000.00	81,175.00	710.00	50.00	97.80	1,775.00
100-7100-50-01	Operating Transfer Out		1,402,380.00	1,402,380.00	934,919.96	456,586.65		66.67	467,460.04
100-7144-50-01	Transfer to Bond Fund		23,105.00	23,105.00	23,105.00	12,890.00		100.00	
100-5110-60-01	Salaries & Wages	227,615.00		227,615.00	133,232.90	18,419.80		58.53	94,382.10
100-5115-60-01	Salaries - Overtime	4,250.00		4,250.00	1,234.67			29.05	3,015.33
100-5140-60-01	Salaries - Longevity Pay	431.00		431.00	295.00			68.45	136.00
100-5141-60-01	Salaries - Incentive				234.34				(234.34)
100-5143-60-01	Cell Phone Allowance				280.00	80.00			(280.00)
100-5145-60-01	Social Security Expense	14,278.00		14,278.00	7,926.48	1,086.11		55.52	6,351.52
100-5150-60-01	Medicare Expense	3,339.00		3,339.00	1,853.78	254.02		55.52	1,485.22
100-5155-60-01	SUTA Expense	36.00		36.00	641.06	64.33		1,780.72	(605.06)
100-5160-60-01	Health/Dental Insurance	27,525.00		27,525.00	18,254.55	2,003.18		66.32	9,270.45
100-5165-60-01	Dental Insurance	1,411.00		1,411.00	776.09	139.60		55.00	634.91
100-5170-60-01	Life Insurance	288.00		288.00	189.12	31.52		65.67	98.88
100-5175-60-01	Liability (TML)/Workers' Comp	1,073.00		1,073.00	906.91			84.52	166.09
100-5180-60-01	TMRS Expense	30,072.00		30,072.00	16,631.88	2,305.65		55.31	13,440.12
100-5185-60-01	Long Term/Short Term Disabilit	437.00		437.00	66.81	35.00		15.29	370.19
100-5186-60-01	WELLE-Wellness Prog Reimb Empl	4,000.00		4,000.00	1,008.30	139.16		25.21	2,991.70
100-5190-60-01	Contract Labor	1,600.00		1,600.00	600.00	120.00		37.50	1,000.00
100-5191-60-01	Hiring Cost	100.00		100.00					100.00
100-5210-60-01	Supplies	3,505.00		3,505.00	762.88			21.77	2,742.12

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5212-60-01	Building Supplies				309.96				(309.96)
100-5220-60-01	Office Equipment	8,160.00		8,160.00	3,076.93	69.99		37.71	5,083.07
100-5230-60-01	Dues,Fees,& Subscriptions	2,944.00		2,944.00	392.62			13.34	2,551.38
100-5240-60-01	Postage and Delivery				15.35				(15.35)
100-5280-60-01	Printing and Reproduction				44.56	10.83			(44.56)
100-5330-60-01	Copier Expense	2,060.00		2,060.00	1,003.91	163.89		48.73	1,056.09
100-5352-60-01	Fuel				4.61				(4.61)
100-5400-60-01	Uniform Expense	400.00		400.00	184.70			46.18	215.30
100-5410-60-01	Professional Services	23,760.00		23,760.00	2,605.97			10.97	21,154.03
100-5418-60-01	IT Fees	1,875.00	(95.00)	1,780.00	150.00			8.43	1,630.00
100-5419-60-01	IT Licenses	3,000.00		3,000.00	484.14			16.14	2,515.86
100-5430-60-01	Legal Fees	5,000.00		5,000.00	1,558.00	703.00		31.16	3,442.00
100-5520-60-01	Telephones	3,533.00	(640.00)	2,893.00	933.41	48.29		32.26	1,959.59
100-5530-60-01	Travel	4,400.00		4,400.00	3,353.74	299.46		76.22	1,046.26
100-5533-60-01	Mileage Expense	2,400.00		2,400.00	720.86	261.41		30.04	1,679.14
100-5536-60-01	Training/Seminars	8,860.00		8,860.00	1,833.93	495.00		20.70	7,026.07
100-5600-60-01	Special Events	10,000.00		10,000.00	10,000.00			100.00	
100-5110-60-02	Salaries & Wages	489,803.75		489,803.75	303,918.90	39,207.10		62.05	185,884.85
100-5115-60-02	Salaries - Overtime	8,708.00		8,708.00	7,774.24	1,104.24		89.28	933.76
100-5126-60-02	Salaries-Vacation Buy-Out	1,744.00		1,744.00	940.44			53.92	803.56
100-5140-60-02	Salaries - Longevity Pay	2,633.00		2,633.00	2,235.00			84.88	398.00
100-5141-60-02	Salaries - Incentive				251.35				(251.35)
100-5143-60-02	Cell Phone Allowance	320.00		320.00	855.00	255.00		267.19	(535.00)
100-5145-60-02	Social Security Expense	30,953.82		30,953.82	17,902.68	2,254.37		57.84	13,051.14
100-5150-60-02	Medicare Expense	7,238.88		7,238.88	4,186.93	527.24		57.84	3,051.95
100-5155-60-02	SUTA Expense	117.00		117.00	2,191.64	161.44		1,873.20	(2,074.64)
100-5160-60-02	Health/Dental Insurance	97,449.00		97,449.00	70,556.94	8,532.62		72.40	26,892.06
100-5165-60-02	Dental Insurance	4,586.00		4,586.00	2,454.74	389.12		53.53	2,131.26
100-5170-60-02	Life Insurance	1,045.00		1,045.00	673.74	102.44		64.47	371.26
100-5175-60-02	Liability (TML)/Workers' Comp	9,439.00		9,439.00	8,058.43			85.37	1,380.57
100-5180-60-02	TMRS Expense	65,082.90		65,082.90	38,748.37	5,066.18		59.54	26,334.53
100-5185-60-02	Long Term/Short Term Disabilit	948.54		948.54	149.20	74.52		15.73	799.34
100-5186-60-02	WELLE-Wellness Prog Reimb Empl	15,500.00		15,500.00	1,951.22	389.16		12.59	13,548.78
100-5191-60-02	Hiring Cost	200.00		200.00					200.00
100-5210-60-02	Supplies				9.99				(9.99)
100-5212-60-02	Building Supplies	1,500.00		1,500.00	1,278.68			85.25	221.32
100-5230-60-02	Dues,Fees,& Subscriptions	2,216.00		2,216.00	658.83	178.83		29.73	1,557.17
100-5310-60-02	Rental Expense	25,000.00		25,000.00	18,927.00	2,040.00	6,120.00	75.71	(47.00)
100-5320-60-02	Repairs & Maintenance	212,945.00	29,500.00	242,445.00	109,629.22	13,012.55	24,664.50	45.22	108,151.28
100-5330-60-02	Copier Expense	237.00		237.00	201.19	87.40		84.89	35.81
100-5350-60-02	Vehicle Expense	4,500.00	(864.00)	3,636.00	4,581.44			126.00	(945.44)
100-5352-60-02	Fuel	13,920.00		13,920.00	4,942.45	919.81		35.51	8,977.55
100-5353-60-02	Oil/Grease/Inspections	1,290.00		1,290.00	1,367.50			106.01	(77.50)
100-5355-60-02	CHEMICALS/FERTILIZER				4,157.45	4,157.45			(4,157.45)
100-5400-60-02	Uniform Expense	6,440.00		6,440.00	5,035.11	233.32		78.19	1,404.89
100-5418-60-02	IT Fees	3,195.00		3,195.00					3,195.00
100-5480-60-02	Contracted Services	210,300.00		210,300.00	98,267.75	23,462.45	59,147.80	46.73	52,884.45
100-5520-60-02	Telephones	6,705.00		6,705.00	2,073.01	282.40		30.92	4,631.99
100-5525-60-02	Electricity	130,000.00		130,000.00	68,598.07	1,153.34		52.77	61,401.93
100-5526-60-02	Data Network	1,065.00	(810.00)	255.00	347.76	37.99		136.38	(92.76)
100-5530-60-02	Travel				744.22				(744.22)
100-5533-60-02	Mileage Expense				169.46				(169.46)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5536-60-02	Training/Seminars				1,511.00				(1,511.00)
100-5620-60-02	Tools & Equipment	2,100.00	3,500.00	5,600.00	4,243.00	313.89		75.77	1,357.00
100-5630-60-02	Safety Equipment	1,510.00		1,510.00	171.68	6.97		11.37	1,338.32
100-5640-60-02	Signs & Hardware	6,200.00		6,200.00	2,854.75	1,002.00		46.04	3,345.25
100-6110-60-02	Capital Expenditure	10,000.00		10,000.00					10,000.00
100-6160-60-02	Capital Expenditure - Vehicles	21,500.00	864.00	22,364.00	22,363.75		- 177.00	100.00	177.25
100-5110-60-03	Salaries & Wages	44,341.00		44,341.00	28,784.48	3,427.52		64.92	15,556.52
100-5140-60-03	Salaries - Longevity Pay	60.00		60.00	110.00			183.33	(50.00)
100-5145-60-03	Social Security Expense	2,753.00		2,753.00	1,547.76	180.03		56.22	1,205.24
100-5150-60-03	Medicare Expense	644.00		644.00	361.98	42.10		56.21	282.02
100-5155-60-03	SUTA Expense	9.00		9.00	171.00			1,900.00	(162.00)
100-5170-60-03	Life Insurance	95.00		95.00	59.10	7.88		62.21	35.90
100-5175-60-03	Liability (TML)/Workers' Comp	93.00		93.00	77.60			83.44	15.40
100-5180-60-03	TMRS Expense	5,772.00		5,772.00	3,523.79	423.99		61.05	2,248.21
100-5185-60-03	Long Term/Short Term Disabilit	84.00		84.00	13.04	6.52		15.52	70.96
100-5230-60-03	Dues,Fees,& Subscriptions				15.00				(15.00)
100-5240-60-03	Postage and Delivery	1,200.00		1,200.00	1,037.40	522.46		86.45	162.60
100-5260-60-03	Advertising	2,000.00		2,000.00	535.50			26.78	1,464.50
100-5280-60-03	Printing and Reproduction	1,500.00		1,500.00	1,427.00	347.00		95.13	73.00
100-5475-60-03	Credit Card Fees	1,500.00		1,500.00	1,257.58	204.96		83.84	242.42
100-5600-60-03	Special Events	18,725.00		18,725.00	7,178.97	150.00		38.34	11,546.03
100-5995-60-03	Recreation Activities	28,000.00		28,000.00	7,623.63	308.88		27.23	20,376.37
100-5110-60-05	Salaries & Wages	123,249.00		123,249.00	75,787.34	9,253.71		61.49	47,461.66
100-5140-60-05	Salaries - Longevity Pay				85.00				(85.00)
100-5145-60-05	Social Security Expense	7,641.85		7,641.85	4,706.33	574.09		61.59	2,935.52
100-5150-60-05	Medicare Expense	1,786.67		1,786.67	1,100.67	134.26		61.61	686.00
100-5155-60-05	SUTA Expense	45.00		45.00	395.90	43.50		879.78	(350.90)
100-5160-60-05	Health/Dental Insurance	5,520.00		5,520.00					5,520.00
100-5165-60-05	Dental Insurance	706.00		706.00	63.90			9.05	642.10
100-5170-60-05	Life Insurance	99.00		99.00	59.10	7.88		59.70	39.90
100-5175-60-05	Liability (TML)/Workers' Comp	266.00		266.00	222.64			83.70	43.36
100-5180-60-05	TMRS Expense	16,166.55		16,166.55	7,116.48	861.51		44.02	9,050.07
100-5185-60-05	Long Term/Short Term Disabilit	234.00		234.00	26.48	13.24		11.32	207.52
100-5186-60-05	WELLE-Wellness Prog Reimb Empl	1,000.00		1,000.00					1,000.00
100-5210-60-05	Supplies	6,000.00	(1,800.00)	4,200.00	4,760.93	634.75		113.36	(560.93)
100-5212-60-05	Building Supplies	500.00	(500.00)						
100-5220-60-05	Office Equipment	1,000.00	1,790.00	2,790.00	2,774.48			99.44	15.52
100-5230-60-05	Dues,Fees,& Subscriptions	2,000.00		2,000.00	2,001.50			100.08	(1.50)
100-5240-60-05	Postage and Delivery	400.00		400.00	681.45	543.33		170.36	(281.45)
100-5250-60-05	Publications	200.00		200.00					200.00
100-5260-60-05	Advertising	400.00		400.00					400.00
100-5280-60-05	Printing and Reproduction	100.00		100.00	347.00	347.00		347.00	(247.00)
100-5281-60-05	Book Purchases	22,854.00	(2,000.00)	20,854.00	16,194.83	1,140.27	3,005.06	77.66	1,654.11
100-5282-60-05	DVD Purchases		1,500.00	1,500.00	1,435.72	381.93		95.72	64.28
100-5283-60-05	Audiobook Purchases		500.00	500.00	1,038.13	21.58		207.63	(538.13)
100-5330-60-05	Copier Expense	33.00	1,500.00	1,533.00	623.73	240.24		40.69	909.27
100-5400-60-05	Uniform Expense				101.60				(101.60)
100-5418-60-05	IT Fees	375.00	(130.00)	245.00	498.92			203.64	(253.92)
100-5430-60-05	Legal Fees				76.00				(76.00)
100-5480-60-05	Contracted Services	7,109.00		7,109.00	1,230.00			17.30	5,879.00
100-5520-60-05	Telephones	456.00		456.00	324.93	114.99		71.26	131.07
100-5530-60-05	Travel	1,700.00		1,700.00	546.25	49.56		32.13	1,153.75

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
100-5533-60-05	Mileage Expense	1,000.00		1,000.00	704.84	86.06		70.48	295.16
100-5536-60-05	Training/Seminars	1,500.00	(990.00)	510.00	543.36	37.32		106.54	(33.36)
100-5600-60-05	Special Events	1,000.00		1,000.00	287.20	64.74		28.72	712.80
100-5110-98-01	Salaries & Wages	517,936.00		517,936.00	306,429.72	33,056.90		59.16	211,506.28
100-5115-98-01	Salaries - Overtime	1,200.00		1,200.00	224.00	133.11		18.67	976.00
100-5126-98-01	Salaries-Vacation Buy-Out	11,054.00		11,054.00	4,482.56			40.55	6,571.44
100-5140-98-01	Salaries - Longevity Pay	1,020.00		1,020.00	1,130.00			110.78	(110.00)
100-5143-98-01	Cell Phone Allowance	1,080.00		1,080.00	390.00			36.11	690.00
100-5145-98-01	Social Security Expense	32,927.26		32,927.26	16,870.83	1,898.15		51.24	16,056.43
100-5150-98-01	Medicare Expense	7,701.21		7,701.21	4,193.26	443.91		54.45	3,507.95
100-5155-98-01	SUTA Expense	54.00		54.00	864.00	73.14		1,600.00	(810.00)
100-5160-98-01	Health/Dental Insurance	54,025.00		54,025.00	33,244.43	3,536.88		61.54	20,780.57
100-5165-98-01	Dental Insurance	2,117.00		2,117.00	1,205.58	181.82		56.95	911.42
100-5170-98-01	Life Insurance	728.92		728.92	405.25	46.54		55.60	323.67
100-5175-98-01	Liability (TML)/Workers' Comp	1,729.00		1,729.00	1,469.67			85.00	259.33
100-5180-98-01	TMRS Expense	67,735.23		67,735.23	38,194.55	4,117.96		56.39	29,540.68
100-5185-98-01	Long Term/Short Term Disabilit	1,009.28		1,009.28	123.65	62.80		12.25	885.63
100-5186-98-01	WELLE-Wellness Prog Reimb Empl	8,500.00		8,500.00	850.00	100.00		10.00	7,650.00
100-5190-98-01	Contract Labor	720.00		720.00	600.00	120.00		83.33	120.00
100-5191-98-01	Hiring Cost	100.00		100.00					100.00
100-5210-98-01	Supplies	1,950.00		1,950.00	960.40	90.39		49.25	989.60
100-5212-98-01	Building Supplies	350.00		350.00	316.08			90.31	33.92
100-5220-98-01	Office Equipment	2,602.00		2,602.00	2,132.71	83.00		81.96	469.29
100-5230-98-01	Dues,Fees,& Subscriptions	1,560.00		1,560.00					1,560.00
100-5240-98-01	Postage and Delivery	177.00		177.00	80.09	1.40		45.25	96.91
100-5280-98-01	Printing and Reproduction				649.74	616.00			(649.74)
100-5330-98-01	Copier Expense	760.00		760.00	496.71	147.59		65.36	263.29
100-5350-98-01	Vehicle Expense	275.00		275.00	508.72	17.25		184.99	(233.72)
100-5352-98-01	Fuel	1,500.00		1,500.00	247.63	77.08		16.51	1,252.37
100-5400-98-01	Uniform Expense	600.00		600.00	165.91			27.65	434.09
100-5410-98-01	Professional Services	35,000.00		35,000.00					35,000.00
100-5418-98-01	IT Fees	625.00		625.00					625.00
100-5419-98-01	IT Licenses	10,950.00		10,950.00	1,135.40			10.37	9,814.60
100-5430-98-01	Legal Fees	7,700.00		7,700.00	(2,674.75)	2,216.25		- 34.74	10,374.75
100-5435-98-01	Legal Notices/Filings	2,000.00		2,000.00	3,120.62	457.73		156.03	(1,120.62)
100-5520-98-01	Telephones	3,948.00	(640.00)	3,308.00	1,092.46	147.99		33.03	2,215.54
100-5524-98-01	Gas	1,000.00		1,000.00	584.63	43.30		58.46	415.37
100-5526-98-01	DATA NETWORK				587.59	587.59			(587.59)
100-5530-98-01	Travel	4,200.00		4,200.00	25.38			0.60	4,174.62
100-5533-98-01	Mileage Expense	1,640.00		1,640.00	143.73			8.76	1,496.27
100-5536-98-01	Training/Seminars	6,040.00		6,040.00	280.56	95.00		4.65	5,759.44
100-5620-98-01	Tools & Equipment	450.00		450.00					450.00
200-4000-10-08	W/S Service Initiation	(61,600.00)		(61,600.00)	(47,644.00)	(10,590.00)		77.34	(13,956.00)
200-4007-10-08	Sanitation	(1,086,400.00)		(1,086,400.00)	(730,984.08)	(90,936.57)		67.29	(355,415.92)
200-4009-10-08	Late Fee-W/S	(75,000.00)		(75,000.00)	(61,882.81)	(9,028.87)		82.51	(13,117.19)
200-4005-50-02	Water Revenue	(6,381,735.00)		(6,381,735.00)	(3,684,207.37)	(410,101.59)		57.73	(2,697,527.63)
200-4010-50-02	Connection Tap & Construction	(718,000.00)		(718,000.00)	(529,208.00)	(54,550.00)		73.71	(188,792.00)
200-4012-50-02	Saturday Inspection Fee	(7,400.00)		(7,400.00)	(9,450.00)	(2,100.00)		127.70	2,050.00
200-4018-50-02	Internet Cr. Card Fees	(21,600.00)		(21,600.00)	(20,281.72)	(2,875.56)		93.90	(1,318.28)
200-4019-50-02	Cr. Card Pmt Fees	(3,000.00)		(3,000.00)	(4,950.04)	(685.31)		165.00	1,950.04
200-4060-50-02	NSF Fees	(1,000.00)		(1,000.00)	(1,100.00)	(125.00)		110.00	100.00
200-4242-50-02	Re-Inspection Fees	(1,500.00)		(1,500.00)	(2,325.00)			155.00	825.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-4243-50-02	Backflow Prevention Inspection				(18,475.00)	(1,900.00)			18,475.00
200-4610-50-02	Interest Income	(70,000.00)		(70,000.00)	(19,720.49)	(2,521.20)		28.17	(50,279.51)
200-4910-50-02	Other Revenue	(76,000.00)		(76,000.00)	(62,659.88)	(6,802.04)		82.45	(13,340.12)
200-4006-50-03	Sewer	(2,942,000.00)		(2,942,000.00)	(1,985,261.10)	(257,671.74)		67.48	(956,738.90)
200-4010-50-03	Connection Tap & Construction	(280,000.00)		(280,000.00)	(209,600.00)	(23,400.00)		74.86	(70,400.00)
200-5110-10-08	Salaries & Wages	154,112.00		154,112.00	89,334.71	10,364.32		57.97	64,777.29
200-5115-10-08	Salaries - Overtime	3,528.00		3,528.00	256.62			7.27	3,271.38
200-5140-10-08	Salaries - Longevity Pay	725.00		725.00	665.00			91.72	60.00
200-5141-10-08	Salaries - Incentive				234.33				(234.33)
200-5145-10-08	Social Security Expense	9,818.00		9,818.00	5,375.87	611.82		54.76	4,442.13
200-5150-10-08	Medicare Expense	2,296.00		2,296.00	1,257.26	143.09		54.76	1,038.74
200-5155-10-08	SUTA Expense	45.00		45.00	513.00			1,140.00	(468.00)
200-5160-10-08	Health/Dental Insurance	14,976.00		14,976.00	10,548.44	1,411.38		70.44	4,427.56
200-5165-10-08	Dental Insurance	1,058.00		1,058.00	636.80	101.80		60.19	421.20
200-5170-10-08	Life Insurance	191.00		191.00	173.10	23.64		90.63	17.90
200-5175-10-08	Liability (TML)/Workers' Comp	322.00		322.00	272.14			84.52	49.86
200-5180-10-08	TMRS Expense	20,030.00		20,030.00	10,109.66	1,294.44		50.47	9,920.34
200-5185-10-08	Long Term/Short Term Disabilit	301.00		301.00	39.36	19.68		13.08	261.64
200-5186-10-08	WELLE-Wellness Prog Reimb-Empl	3,250.00		3,250.00	750.00	100.00		23.08	2,500.00
200-5210-10-08	Supplies	1,900.00		1,900.00	1,144.10	40.15		60.22	755.90
200-5212-10-08	Building Supplies	1,000.00		1,000.00	830.26			83.03	169.74
200-5220-10-08	Office Equipment	6,000.00		6,000.00	1,038.91	511.96		17.32	4,961.09
200-5230-10-08	Dues,Fees,& Subscriptions	150.00		150.00	85.94			57.29	64.06
200-5240-10-08	Postage and Delivery	40,000.00		40,000.00	18,347.35	2,532.77		45.87	21,652.65
200-5280-10-08	Printing and Reproduction	5,000.00		5,000.00	1,003.81			20.08	3,996.19
200-5330-10-08	Copier Expense	2,342.00		2,342.00	651.83	171.85		27.83	1,690.17
200-5340-10-08	Building Repairs	400.00		400.00					400.00
200-5418-10-08	IT Fees	8,000.00		8,000.00	5,750.00			71.88	2,250.00
200-5419-10-08	IT Licenses	10,000.00		10,000.00	10,000.00			100.00	
200-5430-10-08	Legal Fees	2,500.00		2,500.00					2,500.00
200-5470-10-08	Trash Collection	1,035,000.00		1,035,000.00	584,164.76	82,756.00		56.44	450,835.24
200-5479-10-08	Household Haz. Waste Disposal	10,000.00		10,000.00	2,495.00	1,060.00		24.95	7,505.00
200-5480-10-08	Contracted Services	13,000.00		13,000.00	4,208.71	610.51		32.38	8,791.29
200-5520-10-08	Telephones	1,600.00	(760.00)	840.00	13.66	34.99		1.63	826.34
200-5530-10-08	Travel	300.00		300.00					300.00
200-5533-10-08	Mileage Expense	100.00		100.00					100.00
200-5536-10-08	Training/Seminars	808.00		808.00	400.00			49.51	408.00
200-5176-10-99	TML-Prop & Liab Insurance	38,500.00		38,500.00	28,261.92			73.41	10,238.08
200-6125-10-99	Capital Expense Technology	11,026.00		11,026.00	7,350.64	918.83		66.67	3,675.36
200-6140-10-99	Capital Expenditure - Equipmen	10,126.00		10,126.00	6,750.64	843.83		66.67	3,375.36
200-6160-10-99	Capital Expenditure - Vehicles	36,471.00		36,471.00	24,314.00	3,039.25		66.67	12,157.00
200-6186-10-99	2013 Bond Payment	388,600.00		388,600.00	91,800.00			23.62	296,800.00
200-6192-10-99	2011 Refd Bond Pmt	229,055.00		229,055.00	225,425.50			98.42	3,629.50
200-6193-10-99	2012 CO Bond Payment	407,731.00		407,731.00	402,975.00			98.83	4,756.00
200-6198-10-99	06 CO Bond Payment	364,023.00		364,023.00	27,311.38			7.50	336,711.62
200-6199-10-99	08 CO Bond Payment	74,645.00		74,645.00	66,022.50			88.45	8,622.50
200-6201-10-99	2014 GO Bond Payment	482,750.00		482,750.00	69,032.50			14.30	413,717.50
200-6202-10-99	2014 CO Bond Payment	922,450.00		922,450.00	236,225.00			25.61	686,225.00
200-6203-10-99	2015 GO Debt payment	126,364.00		126,364.00	79,572.34			62.97	46,791.66
200-6204-10-99	2015 CO Debt Payment	36,593.00		36,593.00					36,593.00
200-7000-10-99	Contingency	50,000.00		50,000.00	4,500.00		10,500.00	9.00	35,000.00
200-7147-10-99	Transfer to GF	1,072,800.00		1,072,800.00	715,200.00	89,400.00		66.67	357,600.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-5110-50-02	Salaries & Wages	688,363.75		688,363.75	417,618.18	52,420.35		60.67	270,745.57
200-5115-50-02	Salaries - Overtime	40,183.00		40,183.00	28,139.19	2,631.68		70.03	12,043.81
200-5126-50-02	Salaries-Vacation Buy-Out	2,022.00		2,022.00	1,011.20			50.01	1,010.80
200-5140-50-02	Salaries - Longevity Pay	2,890.00		2,890.00	2,555.00			88.41	335.00
200-5145-50-02	Social Security Expense	45,474.84		45,474.84	26,166.74	3,162.27		57.54	19,308.10
200-5150-50-02	Medicare Expense	10,635.43		10,635.43	6,119.65	739.57		57.54	4,515.78
200-5155-50-02	SUTA Expense	135.00		135.00	2,375.72	46.59		1,759.79	(2,240.72)
200-5160-50-02	Health/Dental Insurance	62,516.00		62,516.00	54,143.16	7,898.20		86.61	8,372.84
200-5165-50-02	Dental Insurance	4,233.00		4,233.00	2,964.06	450.88		70.02	1,268.94
200-5170-50-02	Life Insurance	1,043.00		1,043.00	764.36	110.32		73.29	278.64
200-5175-50-02	Liability (TML)/Workers' Comp	21,198.00		21,198.00	17,953.42			84.69	3,244.58
200-5180-50-02	TMRS Expense	89,313.58		89,313.58	55,095.03	6,859.43		61.69	34,218.55
200-5185-50-02	Long Term/Short Term Disabilit	1,393.86		1,393.86	196.36	98.18		14.09	1,197.50
200-5186-50-02	WELLE-Wellness Prog Reimb-Empl	11,500.00		11,500.00	2,400.00	400.00		20.87	9,100.00
200-5190-50-02	Contract Labor	22,800.00		22,800.00	4,800.00	600.00		21.05	18,000.00
200-5191-50-02	Hiring Cost	100.00		100.00					100.00
200-5210-50-02	Supplies	3,100.00		3,100.00	888.45			28.66	2,211.55
200-5212-50-02	Building Supplies	1,550.00		1,550.00	1,630.49	59.88		105.19	(80.49)
200-5220-50-02	Office Equipment	4,200.00		4,200.00	10,105.54			240.61	(5,905.54)
200-5230-50-02	Dues,Fees,& Subscriptions	7,200.00		7,200.00	1,026.00	825.00		14.25	6,174.00
200-5240-50-02	Postage and Delivery	1,800.00		1,800.00	146.26	6.46		8.13	1,653.74
200-5250-50-02	Publications	50.00		50.00					50.00
200-5280-50-02	Printing and Reproduction	11,000.00		11,000.00	483.46	159.99		4.40	10,516.54
200-5310-50-02	Rental Expense	600.00		600.00	305.80			50.97	294.20
200-5320-50-02	Repairs & Maintenance	3,600.00		3,600.00	3,675.49			102.10	(75.49)
200-5330-50-02	Copier Expense	864.00		864.00	899.66	266.73		104.13	(35.66)
200-5340-50-02	Building Repairs	4,000.00		4,000.00	2,896.29	609.50		72.41	1,103.71
200-5350-50-02	Vehicle Expense	20,000.00		20,000.00	21,420.98	8,797.08		107.11	(1,420.98)
200-5352-50-02	Fuel	25,000.00		25,000.00	10,339.61	1,666.64		41.36	14,660.39
200-5353-50-02	Oil/Grease/Inspections	500.00		500.00	268.50	33.67		53.70	231.50
200-5400-50-02	Uniform Expense	13,600.00		13,600.00	7,456.74	1,550.25		54.83	6,143.26
200-5415-50-02	Tuition Reimbursement	9,200.00		9,200.00	3,739.53	1,913.08		40.65	5,460.47
200-5419-50-02	IT Licenses	1,200.00		1,200.00					1,200.00
200-5430-50-02	Legal Fees	1,000.00		1,000.00	171.00			17.10	829.00
200-5475-50-02	Credit Card Fees	32,000.00		32,000.00	29,344.97	3,783.25		91.70	2,655.03
200-5480-50-02	Contracted Services	66,200.00		66,200.00	49,071.43	5,425.98		74.13	17,128.57
200-5520-50-02	Telephones	10,935.00	(3,235.00)	7,700.00	3,343.80	418.64		43.43	4,356.20
200-5524-50-02	Gas	1,000.00		1,000.00	586.97			58.70	413.03
200-5525-50-02	Electricity	178,831.00		178,831.00	92,025.76	10,831.61		51.46	86,805.24
200-5526-50-02	Data Network	4,320.00		4,320.00	2,449.30	349.90		56.70	1,870.70
200-5530-50-02	Travel	1,300.00		1,300.00	488.50	68.84		37.58	811.50
200-5533-50-02	Mileage Expense	1,000.00		1,000.00	56.58			5.66	943.42
200-5536-50-02	Training/Seminars	19,400.00		19,400.00	5,887.54	800.00		30.35	13,512.46
200-5540-50-02	Water Testing	2,500.00		2,500.00	1,813.48	558.79		72.54	686.52
200-5545-50-02	Meter Purchases	305,757.00		305,757.00	227,161.99	104,366.35		74.30	78,595.01
200-5550-50-02	Water Purchases	2,437,025.00		2,437,025.00	1,274,434.70	194,285.00	27,740.00	52.30	1,134,850.30
200-5620-50-02	Tools & Equipment	19,700.00		19,700.00	3,706.25	1,696.71		18.81	15,993.75
200-5630-50-02	Safety Equipment	8,200.00		8,200.00	5,216.47	281.14		63.62	2,983.53
200-5640-50-02	Signs & Hardware	800.00		800.00	1,866.10			233.26	(1,066.10)
200-5650-50-02	Maintenance Materials	30,400.00		30,400.00	2,311.98	1,233.32		7.61	28,088.02
200-5660-50-02	Chemical Supplies	8,000.00		8,000.00	7,998.54			99.98	1.46
200-5670-50-02	System Improvements	78,950.00		78,950.00	53,260.55	11,027.18		67.46	25,689.45

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
200-6200-50-02	Bond Administrative Fees	3,000.00		3,000.00	400.00			13.33	2,600.00
200-7143-50-02	Transfer to Internal Serv. Fd	2,160.00		2,160.00	1,440.00	180.00		66.67	720.00
200-5110-50-03	Salaries & Wages	159,815.00		159,815.00	106,468.34	12,680.40		66.62	53,346.66
200-5115-50-03	Salaries - Overtime	7,279.00		7,279.00	7,243.68	483.09		99.52	35.32
200-5140-50-03	Salaries - Longevity Pay	1,070.00		1,070.00	1,010.00			94.39	60.00
200-5145-50-03	Social Security Expense	10,426.00		10,426.00	6,614.67	748.48		63.44	3,811.33
200-5150-50-03	Medicare Expense	2,438.00		2,438.00	1,546.98	175.05		63.45	891.02
200-5155-50-03	SUTA Expense	36.00		36.00	684.00			1,900.00	(648.00)
200-5160-50-03	Health/Dental Insurance	13,857.00		13,857.00	18,317.07	2,380.98		132.19	(4,460.07)
200-5165-50-03	Dental Insurance	1,058.00		1,058.00	929.00	134.68		87.81	129.00
200-5170-50-03	Life Insurance	284.00		284.00	236.40	31.52		83.24	47.60
200-5175-50-03	Liability (TML)/Workers' Comp	3,322.00		3,322.00	2,793.39			84.09	528.61
200-5180-50-03	TMRS Expense	20,915.00		20,915.00	14,060.92	1,639.35		67.23	6,854.08
200-5185-50-03	Long Term/Short Term Disabilit	320.00		320.00	46.96	23.48		14.68	273.04
200-5186-50-03	WELLE-Wellness Prog Reimb-Empl	3,000.00		3,000.00	658.30	89.16		21.94	2,341.70
200-5210-50-03	Supplies	800.00		800.00	171.63	51.90		21.45	628.37
200-5212-50-03	Building Supplies	600.00		600.00	153.57			25.60	446.43
200-5220-50-03	Office Equipment	750.00		750.00					750.00
200-5230-50-03	Dues,Fees,& Subscriptions	2,000.00		2,000.00					2,000.00
200-5310-50-03	Rental Expense	500.00		500.00	863.38	55.00		172.68	(363.38)
200-5320-50-03	Repairs & Maintenance	400.00		400.00	3,301.65			825.41	(2,901.65)
200-5335-50-03	Radio/Video Repairs	500.00		500.00					500.00
200-5340-50-03	Building Repairs	500.00		500.00	34.96			6.99	465.04
200-5350-50-03	Vehicle Expense	6,200.00		6,200.00	5,667.15	81.77		91.41	532.85
200-5352-50-03	Fuel	4,000.00		4,000.00	1,417.54	288.21		35.44	2,582.46
200-5353-50-03	Oil/Grease/Inspections	250.00		250.00	120.00			48.00	130.00
200-5400-50-03	Uniform Expense	3,000.00		3,000.00	1,617.96			53.93	1,382.04
200-5418-50-03	IT Fees	17,800.00		17,800.00					17,800.00
200-5430-50-03	Legal Fees	500.00		500.00	323.00			64.60	177.00
200-5480-50-03	Contracted Services	67,366.00		67,366.00	5,660.95	2,110.00	23,255.00	8.40	38,450.05
200-5520-50-03	Telephones	1,524.00		1,524.00	855.98	117.71		56.17	668.02
200-5525-50-03	Electricity	50,800.00		50,800.00	31,347.14	1,454.39		61.71	19,452.86
200-5530-50-03	Travel	1,500.00		1,500.00					1,500.00
200-5533-50-03	Mileage Expense	500.00		500.00					500.00
200-5536-50-03	Training/Seminars	4,100.00		4,100.00	6,344.76	1,018.20		154.75	(2,244.76)
200-5560-50-03	Sewer Management Fees	1,485,348.00		1,485,348.00	1,033,987.16	60,351.95		69.61	451,360.84
200-5620-50-03	Tools & Equipment	4,200.00		4,200.00	3,863.39	125.00		91.99	336.61
200-5630-50-03	Safety Equipment	4,200.00		4,200.00	1,578.46			37.58	2,621.54
200-5640-50-03	Signs & Hardware	250.00		250.00					250.00
200-5650-50-03	Maintenance Materials	1,000.00		1,000.00					1,000.00
200-5660-50-03	Chemical Supplies	1,000.00		1,000.00					1,000.00
200-5670-50-03	System Improvements	32,000.00		32,000.00	5,834.93	2,596.92		18.23	26,165.07
200-5680-50-03	Lift Station Expense	51,400.00		51,400.00	3,308.77			6.44	48,091.23
200-6140-50-03	Capital Expenditure - Equipmen	175,000.00		175,000.00			80,867.00		94,133.00
300-4105-10-00	Property Taxes -Delinquent	(50,000.00)		(50,000.00)	(61,807.80)	(19,653.82)		123.62	11,807.80
300-4110-10-00	Property Taxes -Current	(3,333,269.00)		(3,333,269.00)	(3,576,957.31)	(16,819.62)		107.31	243,688.31
300-4115-10-00	Taxes -Penalties	(20,000.00)		(20,000.00)	(19,289.34)	(4,537.52)		96.45	(710.66)
300-4610-10-00	Interest Income	(15,000.00)		(15,000.00)	(13,978.12)	(1,870.21)		93.19	(1,021.88)
300-6186-10-00	2013 GO Ref Bond	284,200.00		284,200.00	67,100.00			23.61	217,100.00
300-6189-10-00	2012 GO TX Bond Payment	280,713.00		280,713.00	226,206.25			80.58	54,506.75
300-6191-10-00	2010 Tax Note Payment	369,633.00		369,633.00	366,256.25			99.09	3,376.75
300-6192-10-00	2011 Ref Bond Pmt	146,445.00		146,445.00	144,124.50			98.42	2,320.50

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
300-6198-10-00	2006 Bond Payment	336,021.00		336,021.00	25,210.50			7.50	310,810.50
300-6199-10-00	2008 Bond Payment	671,805.00		671,805.00	594,202.50			88.45	77,602.50
300-6200-10-00	Bond Administrative Fees	21,000.00		21,000.00	2,000.00	800.00		9.52	19,000.00
300-6201-10-00	Bond issuance costs	372,750.00		372,750.00	61,217.50			16.42	311,532.50
300-6203-10-00	2015 GO Debt Payment	609,701.00		609,701.00	303,509.75			49.78	306,191.25
300-6204-10-00	2015 CO Debt Payment	312,772.00		312,772.00	155,071.67			49.58	157,700.33
400-4100-10-00	Charges for Services	(25,000.00)		(25,000.00)	(13,995.00)	(1,980.00)		55.98	(11,005.00)
400-4610-10-00	Interest Earned	(640.00)		(640.00)	(577.10)	(74.38)		90.17	(62.90)
400-4995-10-00	Transfer In				(1,600.00)	(200.00)			1,600.00
400-5160-10-00	MERP Expense - GF	40,000.00		40,000.00	10,621.02	3,300.00		26.55	29,378.98
410-4100-10-99	Charges for Services	(500,781.00)		(500,781.00)	(333,853.92)	(41,731.74)		66.67	(166,927.08)
410-4910-10-99	Other Reimbursements	(50,000.00)		(50,000.00)	(81,867.16)			163.73	31,867.16
410-6125-10-00	Capital-Equipment (Technology)	25,000.00		25,000.00					25,000.00
410-6125-10-01	Capital-Equipment (Technology)				75.30				(75.30)
410-6125-10-03	Capital-Equipment (Technology)				76.35				(76.35)
410-6125-10-05	Capital-Equipment (Technology)				1,552.47				(1,552.47)
410-6125-20-01	Capital-Equipment (Technology)				764.99				(764.99)
410-6160-20-01	Capital-Vehicles	120,606.00		120,606.00	129,091.40	27,193.58	153.60	107.04	(8,639.00)
410-6125-30-01	Capital-Equipment (Technology)				52.98	52.98			(52.98)
410-6160-30-01	Capital-Vehicles	800,000.00		800,000.00	277,270.00		312,228.99	34.66	210,501.01
410-6125-40-01	Capital-Equipment (Technology)				588.48	588.48			(588.48)
410-6160-40-01	Capital-Vehicles	80,000.00		80,000.00	78,426.67			98.03	1,573.33
410-6140-50-02	Machinery & Equipment	10,000.00		10,000.00					10,000.00
410-6140-50-03	Machinery & Equipment	10,000.00		10,000.00	9,995.00			99.95	5.00
410-6160-50-03	Capital-Vehicles				34,871.50				(34,871.50)
410-6125-60-00	Capital-Equipment (Technology)				104.99				(104.99)
450-4001-98-02	Storm Drainage Utility Fee	(304,600.00)		(304,600.00)	(204,061.26)	(26,524.40)		66.99	(100,538.74)
450-4610-98-02	Interest Storm Utility	(1,500.00)		(1,500.00)	(631.36)	(104.75)		42.09	(868.64)
450-4910-98-02	Other Revenue	(10,000.00)		(10,000.00)					(10,000.00)
450-5110-98-02	Salaries	103,615.00		103,615.00	31,578.02	5,232.00		30.48	72,036.98
450-5115-98-02	Salaries-Overtime	3,004.00		3,004.00	1,299.16			43.25	1,704.84
450-5140-98-02	Salaries-Longevity Pay	195.00		195.00	135.00			69.23	60.00
450-5145-98-02	Social Security Expense	6,622.00		6,622.00	1,943.53	315.75		29.35	4,678.47
450-5150-98-02	Medicare Expense	1,549.00		1,549.00	454.54	73.85		29.34	1,094.46
450-5155-98-02	SUTA Expense	18.00		18.00	176.52			980.67	(158.52)
450-5160-98-02	Health Insurance	4,078.00		4,078.00	5,738.86	412.80		140.73	(1,660.86)
450-5165-98-02	Dental Expense	353.00		353.00	230.16	32.46		65.20	122.84
450-5170-98-02	Life Ins/AD&D	95.00		95.00	59.10	7.88		62.21	35.90
450-5175-98-02	Liability (TML) Workers Comp	1,746.00		1,746.00	1,481.66			84.86	264.34
450-5180-98-02	TMRS Expense	13,495.00		13,495.00	4,037.67	647.19		29.92	9,457.33
450-5185-98-02	Long Tern/Short Term Disabilit	203.00		203.00	19.88	9.94		9.79	183.12
450-5186-98-02	WELLE-Wellness Prog Reimb Empl	750.00		750.00					750.00
450-5210-98-02	Office Supplies	400.00		400.00	122.86	30.47		30.72	277.14
450-5230-98-02	Dues, Fees, & Subscriptions	4,600.00		4,600.00	110.00	110.00		2.39	4,490.00
450-5310-98-02	Rental Expense	2,500.00		2,500.00	1,011.80			40.47	1,488.20
450-5320-98-02	Repairs & Maintenance	800.00		800.00					800.00
450-5340-98-02	Building Repairs	500.00		500.00					500.00
450-5350-98-02	Vehicle Expense	1,500.00		1,500.00	240.00			16.00	1,260.00
450-5352-98-02	Fuel	2,000.00		2,000.00	574.30	62.25		28.72	1,425.70
450-5353-98-02	Oil/Grease/Inspections	100.00		100.00					100.00
450-5400-98-02	Uniforms	1,500.00		1,500.00	597.25	130.96		39.82	902.75
450-5410-98-02	Professional Services-Storm Dr	2,500.00		2,500.00					2,500.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
450-5520-98-02	Telephones	852.00		852.00	283.31	67.11		33.25	568.69
450-5530-98-02	Travel/Lodging/Meals Expense	1,050.00		1,050.00					1,050.00
450-5536-98-02	Training/Seminars	2,130.00		2,130.00	240.14	200.00		11.27	1,889.86
450-5620-98-02	Toosl & Equipment	2,200.00		2,200.00					2,200.00
450-5630-98-02	Safety Equipment	1,700.00		1,700.00	319.99	139.99		18.82	1,380.01
450-5640-98-02	Signs & Hardware	600.00		600.00					600.00
450-5650-98-02	Maintenance Materials	4,000.00		4,000.00	1,961.61	1,155.00		49.04	2,038.39
450-6015-98-02	Project Incentives		35,000.00	35,000.00					35,000.00
450-6193-98-02	2012 CO Bond Payment	75,019.00		75,019.00					75,019.00
450-7143-98-02	Transfer to Internal Serv. Fd	240.00		240.00	160.00	20.00		66.67	80.00
450-7144-98-02	Transfer to Capital Proj Fund	57,500.00		57,500.00	38,333.28	4,791.66		66.67	19,166.72
450-7147-98-02	Transfer to GF	18,366.00		18,366.00	12,244.00	1,530.50		66.67	6,122.00
560-4721-10-00	Prosper Christmas Donations	(12,000.00)		(12,000.00)	(12,390.00)			103.25	390.00
560-5202-10-00	Prosper Christmas Expense	30,000.00		30,000.00	28,793.36			95.98	1,206.64
570-4537-10-00	Court Technology Revenue	(9,000.00)		(9,000.00)	(6,377.19)	(859.87)		70.86	(2,622.81)
570-5203-10-00	Court Technology Expense	18,000.00		18,000.00					18,000.00
580-4536-10-00	Court Security Revenue	(7,000.00)		(7,000.00)	(4,782.88)	(644.91)		68.33	(2,217.12)
580-5110-10-00	Salaries & Wages Payable				3,303.37	632.26			(3,303.37)
580-5145-10-00	Social Security Expense				204.80	39.20			(204.80)
580-5150-10-00	Medicare Expense				47.90	9.17			(47.90)
580-5155-10-00	SUTA expense				45.32	12.02			(45.32)
580-5204-10-00	Court Security Expense	4,000.00		4,000.00	549.78	78.54		13.75	3,450.22
590-4610-10-00	Interest				(12,326.21)	(2,485.62)			12,326.21
590-4915-10-00	Escrow Income				(450,000.00)				450,000.00
610-4045-60-00	Park Dedication-Fees	(100,000.00)		(100,000.00)	(423,630.98)			423.63	323,630.98
610-4610-60-00	Interest Income	(4,100.00)		(4,100.00)	(4,632.00)	(527.50)		112.98	532.00
610-6610-60-00-1602-PK	Frontier SE Corner Fld Lightin	600,000.00		600,000.00	596,788.00			99.47	3,212.00
620-4055-60-00	Park Improvement	(100,000.00)		(100,000.00)	(87,119.98)			87.12	(12,880.02)
620-4610-60-00	Interest Income	(3,200.00)		(3,200.00)	(2,988.97)	(236.32)		93.41	(211.03)
620-5270-60-00	Bank Charges				40.00				(40.00)
620-6610-60-00-1603-PK	Frontier North Field Improveme	450,000.00		450,000.00	48,797.73		401,202.27	10.84	
620-6610-60-00-1604-PK	Frontier Parking Improvements	450,000.00		450,000.00	385,420.63		17,719.37	85.65	46,860.00
620-6610-60-00-1605-PK	Preston Lakes Playground	90,000.00		90,000.00					90,000.00
630-4015-50-00	Impact Fees	(2,730,000.00)		(2,730,000.00)	(2,162,967.00)	(238,247.00)		79.23	(567,033.00)
630-4615-50-00	Interest	(18,000.00)		(18,000.00)	(17,457.16)	(1,367.11)		96.98	(542.84)
630-5410-50-00-1606-CO	Impact Fee Study	35,000.00	32,473.00	67,473.00	11,194.30	4,457.58	56,278.70	16.59	
630-5489-50-00-8001-DV	Developer Agreement TVG	975,000.00		975,000.00	361,258.56			37.05	613,741.44
630-5489-50-00-8002-DV	Developer Agrmt Prsp Prtnrs	195,000.00		195,000.00					195,000.00
630-5489-50-00-8003-DV	Developer Agreement Doe Crk	532,586.00		532,586.00					532,586.00
630-6610-50-00-0407-WA	Prosper Trail EST	4,403,300.00		4,403,300.00	205,540.00		3,136,460.00	4.67	1,061,300.00
630-6610-50-00-1414-ST	Kroger Reimb Prosper Tr	130,000.00		130,000.00					130,000.00
630-6610-50-00-1501-WA	Lower Pressure Plane Pump Stat	1,655,000.00		1,655,000.00					1,655,000.00
640-4020-50-00	Impact Fees	(478,100.00)		(478,100.00)	(391,872.24)	(40,970.00)		81.96	(86,227.76)
640-4620-50-00	Interest	(9,000.00)		(9,000.00)	(4,578.92)	(439.39)		50.88	(4,421.08)
640-5410-50-00-1606-CO	Impact Fee Study	35,000.00	77,993.00	112,993.00	18,745.21	7,464.36	94,247.79	16.59	
640-5410-50-00-8005-DV	LaCima Impct Fee Reimburse	5,000.00		5,000.00					5,000.00
640-5489-50-00-8001-DV	Developer Agrmt TVG	170,750.00		170,750.00	60,842.71			35.63	109,907.29
640-5489-50-00-8002-DV	Developer Agrmt Propser Prtnrs	34,150.00		34,150.00					34,150.00
640-5489-50-00-8004-DV	Developmer Agrmt Frontier Esta	71,300.00		71,300.00					71,300.00
640-6610-50-00-1607-WW	Public Works Interceptor	800,000.00		800,000.00	3,085.76	980.00	27,214.24	0.39	769,700.00
640-6610-50-00-1608-WW	LaCima #2 Interceptor	465,000.00		465,000.00					465,000.00
650-4015-99-00	Impact Fees -Water				(15,600.00)	(7,800.00)			15,600.00

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
650-4020-99-00	Impact Fees -Sewer				(2,732.00)	(1,366.00)			2,732.00
650-4040-99-00	Thoroughfare Impact Fees				(18,055.20)	(10,601.20)			18,055.20
660-4040-50-00	East Thoroughfare Impact Fees	(2,200,000.00)		(2,200,000.00)	(2,888,651.76)	(214,821.83)		131.30	688,651.76
660-4610-50-00	Interest	(7,000.00)		(7,000.00)	(18,789.44)	(1,485.99)		268.42	11,789.44
660-5410-50-00-1606-CO	Impact Fee Study	35,000.00	(17,678.00)	17,322.00	2,872.63	1,143.89	14,449.37	16.58	
660-5489-50-00-8005-DV	Developer Agrmnt Lakes/LaCima	300,000.00		300,000.00	199,029.00			66.34	100,971.00
660-6610-50-00-1307-ST	Frontier Pkwy BNSF Overpass	3,650,000.00		3,650,000.00					3,650,000.00
660-6610-50-00-1405-ST	Coleman-Prosper Tr to Preston	1,052,907.00		1,052,907.00					1,052,907.00
660-6610-50-00-1414-ST	Kroger Reimb-Prosper Tr	960,000.00		960,000.00					960,000.00
660-6610-50-00-1609-ST	Custer Turn Lane @Prosper Tr	100,000.00		100,000.00					100,000.00
660-7147-50-00	Transfer to GF		33,000.00	33,000.00	33,000.00	33,000.00		100.00	
670-4510-10-00	Grants				(900.00)				900.00
670-4530-10-00	Police Donation Inc	(12,000.00)		(12,000.00)	(10,480.50)	(1,315.50)		87.34	(1,519.50)
670-4531-10-00	Fire Donations	(10,000.00)		(10,000.00)	(7,927.00)	(1,063.00)		79.27	(2,073.00)
670-4533-10-00	In God We Trust decals				(2,500.00)				2,500.00
670-4535-10-00	Child Safety Inc	(8,000.00)		(8,000.00)	(6,607.54)	(3,228.28)		82.59	(1,392.46)
670-4550-10-00	LEOSE Revenue				(1,769.18)				1,769.18
670-4610-10-00	Interest Income	(4,100.00)		(4,100.00)	(7,893.02)	(409.96)		192.51	3,793.02
670-4916-10-00	Cash Seizure Forfeit-PD				(650.00)				650.00
670-5201-10-00	LEOSE Expenditures				500.00				(500.00)
670-5205-10-00	Police Donation Exp	6,000.00		6,000.00	4,000.00			66.67	2,000.00
670-5206-10-00	Fire Dept Donation Exp				2,752.69				(2,752.69)
670-5208-10-00	Child Safety Expense	25,000.00		25,000.00			6,783.90		18,216.10
670-5212-10-00	Tree Mitigation Expense	14,000.00		14,000.00					14,000.00
670-5213-10-00	In God We Trust decals				1,150.00				(1,150.00)
670-5292-10-00	PD Seizure Expense	3,000.00		3,000.00	330.00			11.00	2,670.00
680-4041-50-00	W Thoroughfare Impact Fees	(1,000,000.00)		(1,000,000.00)	(690,759.00)	(96,902.00)		69.08	(309,241.00)
680-4610-50-00	Interest	(2,400.00)		(2,400.00)	(7,877.99)	(1,051.58)		328.25	5,477.99
680-5410-50-00-1606-CO	Impact Fee Study		17,322.00	17,322.00	2,872.63	1,143.89	14,449.37	16.58	
680-5489-50-00-8001-DV	Developer Agrmnt TVG	500,000.00		500,000.00					500,000.00
680-5489-50-00-8006-DV	Development Agrmnt Parks/Legac	100,000.00		100,000.00					100,000.00
680-6110-50-00-1512-ST	First Street (DNT to Coleman)		220,000.00	220,000.00					220,000.00
750-4510-10-00	Grants	(11,262,500.00)	(30,645.00)	(11,293,145.00)	(30,644.63)			0.27	(11,262,500.37)
750-4530-10-00	Contributions	(3,766,000.00)		(3,766,000.00)					(3,766,000.00)
750-4530-10-00-1405-ST	Contributions				(738,758.80)				738,758.80
750-4611-10-00	Interest-2004 Bond	(2,040.00)		(2,040.00)	(1,674.79)	(274.45)		82.10	(365.21)
750-4612-10-00	Interest-2006 Bond	(600.00)		(600.00)	(1,457.10)	(261.47)		242.85	857.10
750-4613-10-00	Interest 2008 Bond	(13,500.00)		(13,500.00)	(6,707.20)	(1,152.20)		49.68	(6,792.80)
750-4616-10-00	Interest 2012 GO Bond	(12,000.00)		(12,000.00)	(9,188.06)	(1,283.02)		76.57	(2,811.94)
750-4995-10-00	Transfer In	(1,024,000.00)	(605,485.00)	(1,629,485.00)	(958,024.96)	(469,476.65)		58.79	(671,460.04)
750-4999-10-00	Bond Proceeds	(2,660,000.00)		(2,660,000.00)					(2,660,000.00)
750-5419-10-00-1401-FC	Windsong Ranch Fire Station				71,048.83	11,158.99			(71,048.83)
750-5419-10-00-1405-ST	Coleman-Prspr Trl to Prspr HS				9,077.50				(9,077.50)
750-5419-10-00-1408-TR	SH289 Median Lighting				3,483.60				(3,483.60)
750-5419-10-00-1511-ST	Prosper Trail (Kroger to Coit)				65,938.50				(65,938.50)
750-5419-10-00-1512-ST	First Street (DNT to Coleman)				190,951.00				(190,951.00)
750-5419-10-00-1514-ST	Town Hall Infrastructure Imprv				81,384.04	15,050.00			(81,384.04)
750-6160-10-00-1308-EQ	Fire Engine	815,000.00		815,000.00	277,270.00		312,229.01	34.02	225,500.99
750-6610-10-00-1401-FC	Windsong Ranch Fire Station				3,367,458.96	703,260.27			(3,367,458.96)
750-6610-10-00-1401-ST	Windsong Ranch Fire Station	204,000.00		204,000.00					204,000.00
750-6610-10-00-1402-FC	Town Hall-Multipurpose Facil.	1,300,000.00		1,300,000.00	650,317.64	261,679.68		50.02	649,682.36
750-6610-10-00-1405-ST	Coleman-Prspr Trl to Prspr HS				1,547,358.98	127,042.43	29,987.97		(1,577,346.95)

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
750-6610-10-00-1410-TR	Decorative Monument Signs				9,725.00	9,725.00	100,112.00		(109,837.00)
750-6610-10-00-1412-ST	Downtown Enhancements	490,000.00		490,000.00					490,000.00
750-6610-10-00-1506-PK	SH 289 Median Landscaping				49,720.00				(49,720.00)
750-6610-10-00-1507-ST	West Prosper Rd Improvements	12,531,000.00		12,531,000.00	3,021,262.71	553,244.36	9,759,737.29	24.11	(250,000.00)
750-6610-10-00-1513-ST	Old Town Streets	1,044,000.00		1,044,000.00					1,044,000.00
750-6610-10-00-1514-ST	Town Hall Infrastructure Imprv	1,275,000.00		1,275,000.00	23,462.60			1.84	1,251,537.40
750-6610-10-00-1601-FC	Town Hall Construction	10,000,000.00		10,000,000.00					10,000,000.00
750-6610-10-00-1603-PK	Frontier Park North	9,086,225.00		9,086,225.00			46,000.00		9,040,225.00
750-6610-10-00-1610-ST	Fishtrap Rd-Artesia to Custer	820,000.00		820,000.00					820,000.00
750-6610-10-00-1611-ST	First St-Townlake to Custer	420,000.00		420,000.00					420,000.00
750-6610-10-00-1612-ST	Church St-First to PLSD	850,000.00		850,000.00					850,000.00
750-6610-10-00-1618-ST	Harper Road Repair		53,750.00	53,750.00					53,750.00
750-6610-10-00-1619-ST	Prosper Trail (Coit-Custer)		272,400.00	272,400.00					272,400.00
750-6610-10-00-1620-ST	Dallas North Tollway Repair		309,980.00	309,980.00					309,980.00
760-4610-10-00	Interest Income	(34,200.00)		(34,200.00)	(25,477.13)	(3,651.75)		74.50	(8,722.87)
760-4996-10-00	Transfers In				(38,333.28)	(4,791.66)			38,333.28
760-4999-10-00	Bond Proceeds	(2,370,000.00)		(2,370,000.00)					(2,370,000.00)
760-5419-10-00-0407-WA	Prosper Trail EST-Land Acq				84,990.41				(84,990.41)
760-5419-10-00-1501-WA	Lower Pressure Pln 42" Trns Ln				61,184.33	15,494.17			(61,184.33)
760-6610-10-00-1503-WW	UTRWD Metering Stations				1,625.00				(1,625.00)
760-6610-10-00-1508-WA	BNSF Railroad PRV's	532,200.00		532,200.00	14,800.00	5,330.00	20,700.00	2.78	496,700.00
760-6610-10-00-1613-DR	Old Town Drainage	500,000.00		500,000.00			49,000.00		451,000.00
760-6610-10-00-1614-DR	Coleman Rd Drainage	17,500.00		17,500.00			17,500.00		
760-6610-10-00-1615-DR	Old Town Drainage Land Acq	1,500,000.00		1,500,000.00			60,500.00		1,439,500.00
760-6610-10-00-1616-DR	Old Town Drainage Trunk Main	600,000.00		600,000.00					600,000.00
760-6610-10-00-1617-DR	Amberwood Farms	32,000.00		32,000.00					32,000.00
770-4610-10-00	Interest Income				(14,704.13)	(2,638.67)			14,704.13
780-4520-10-00	Other Revenue				(3,774.35)				3,774.35
780-4610-10-00	Interest Income				(7,005.78)	(1,257.18)			7,005.78
800-4120-65-00	Sales Taxes	(1,100,000.00)		(1,100,000.00)	(854,738.96)	(117,107.36)		77.70	(245,261.04)
800-4610-65-00	Interest Income	(19,000.00)		(19,000.00)	(14,103.70)	(1,825.66)		74.23	(4,896.30)
800-4910-65-00	Other Revenue				(16,250.00)				16,250.00
800-5110-65-00	Salaries & Wages	234,700.00		234,700.00	160,782.55	24,752.53		68.51	73,917.45
800-5115-65-00	Salaries - Overtime	500.00		500.00	298.59			59.72	201.41
800-5126-65-00	Salaries-Vacation Buy-Out				2,692.32				(2,692.32)
800-5140-65-00	Salaries - Longevity Pay	270.00		270.00	450.00			166.67	(180.00)
800-5142-65-00	Car Allowance	6,000.00		6,000.00	3,923.09	461.54		65.39	2,076.91
800-5143-65-00	Cell Phone Allowance	3,490.00		3,490.00	1,800.00	90.00		51.58	1,690.00
800-5145-65-00	Social Security Expense	15,495.00		15,495.00	8,815.78	1,504.08		56.89	6,679.22
800-5150-65-00	Medicare Expense	3,625.00		3,625.00	2,347.11	351.77		64.75	1,277.89
800-5155-65-00	SUTA Expense	27.00		27.00	349.38			1,294.00	(322.38)
800-5160-65-00	Health/Dental Insurance	22,030.00		22,030.00	11,663.42	1,195.44		52.94	10,366.58
800-5165-65-00	Dental Insurance	1,060.00		1,060.00	617.52	72.18		58.26	442.48
800-5170-65-00	Life Insurance	303.00		303.00	232.59	20.14		76.76	70.41
800-5175-65-00	Liability (TML)/Workers' Comp	720.00		720.00	527.70			73.29	192.30
800-5176-65-00	TML-Prop. & Liab Insurance	900.00		900.00	831.24			92.36	68.76
800-5180-65-00	TMRS Expense	32,490.00		32,490.00	20,731.07	3,132.53		63.81	11,758.93
800-5185-65-00	Long Term/Short Term Disabilit	550.00		550.00	57.63	25.47		10.48	492.37
800-5186-65-00	WELLE-Wellness Prog Reimb-Empl	3,000.00		3,000.00	401.22	19.58		13.37	2,598.78
800-5189-65-00	Administrative Fees	7,500.00		7,500.00	5,000.00	625.00		66.67	2,500.00
800-5210-65-00	Supplies	2,800.00		2,800.00	1,382.77	50.52		49.39	1,417.23
800-5212-65-00	Building Supplies	500.00		500.00	271.93			54.39	228.07

Account Number	Description	Current Year Adopted Budget	Current Year Amendments	Current Year Amended Budget	Current YTD Actual	Current Month Actual	Encumbrances	Percent YTD %	Current Remaining Budget
800-5220-65-00	Office Equipment	1,000.00		1,000.00	549.98			55.00	450.02
800-5230-65-00	Dues,Fees,& Subscriptions	7,200.00		7,200.00	6,234.23	440.83		86.59	965.77
800-5240-65-00	Postage and Delivery	1,000.00		1,000.00	368.28	20.95		36.83	631.72
800-5265-65-00	Promotional Expense	38,520.00		38,520.00	27,573.42	1,065.00		71.58	10,946.58
800-5280-65-00	Printing and Reproduction	2,000.00		2,000.00	1,917.30	570.83		95.87	82.70
800-5310-65-00	Rental Expense	41,000.00		41,000.00	26,934.08	6,710.60		65.69	14,065.92
800-5330-65-00	Copier Expense	5,500.00		5,500.00	2,803.12	311.84		50.97	2,696.88
800-5340-65-00	Building Repairs	500.00		500.00	120.00			24.00	380.00
800-5410-65-00	Professional Services	20,000.00		20,000.00	13,558.55	599.90		67.79	6,441.45
800-5412-65-00	Audit Fees	1,500.00		1,500.00	1,500.00			100.00	
800-5418-65-00	IT Fees	5,000.00		5,000.00	3,440.00	430.00		68.80	1,560.00
800-5430-65-00	Legal Fees	15,000.00		15,000.00	401.50	19.00		2.68	14,598.50
800-5520-65-00	Telephones	4,200.00		4,200.00	2,049.91	336.60		48.81	2,150.09
800-5523-65-00	Water	500.00		500.00	223.54			44.71	276.46
800-5524-65-00	Gas	400.00		400.00	165.77	20.34		41.44	234.23
800-5525-65-00	Electricity	2,100.00		2,100.00	814.36	101.10		38.78	1,285.64
800-5530-65-00	Travel	10,000.00		10,000.00	3,575.27			35.75	6,424.73
800-5531-65-00	Prospect Mtgs/Business Meals	5,500.00		5,500.00	4,168.79	151.98		75.80	1,331.21
800-5533-65-00	Mileage Expense	2,500.00		2,500.00	1,172.73			46.91	1,327.27
800-5536-65-00	Training/Seminars	5,500.00		5,500.00	710.00			12.91	4,790.00
800-6015-65-00	Project Incentives	550,000.00		550,000.00	450,000.00			81.82	100,000.00



FINANCE

To: Mayor and Town Council

From: January Cook, CPPO, CPPB, Purchasing Agent

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 12, 2016

Agenda Item:

Consider and act upon approving the purchase of self-contained breathing apparatus, from Municipal Emergency Services, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program.

Description of Agenda Item:

On October 27, 2015, the Town Council approved the purchase of two fire engines. One fire engine is an approved replacement for the FY 2015-2016 Vehicle Equipment Replacement Program, and the other is an approved addition to the fleet, included in the Capital Improvement Program as Windsong Ranch Fire Station - Apparatus. The self-contained breathing apparatus is for these two engines, as part of the loose equipment outfitting required for operations.

Local governments are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services, including administrative functions normally associated with the operation of government (such as purchasing necessary materials and equipment). The Town of Prosper and HGAC entered into an interlocal agreement, effective January 4, 2001, which allows our local government to purchase certain goods or services through HGAC. The agreement renews automatically each fiscal year, unless cancelled by either party.

Budget Impact:

The purchase price of the two fire engines was \$1,178,998.00. The purchase price of the self-contained breathing apparatus is \$98,871.82. The remaining funds will be utilized to outfit the fire engines with additional equipment. The funding summary is as follows:

Account	Budget	Expenditures	Balance After Purchase
Windsong Ranch Fire Station – Apparatus 750-6160-10-00-1308-EQ	\$815,000.00	\$638,935.00	\$176,065.00
Approved Replacement (VERF) 410-6160-30-01	\$800,000.00	\$638,935.00	\$161,065.00
Grand Total	\$1,615,000.00	\$1,277,870	\$337,130.00

Attached Documents:

1. HGAC Contract Pricing Worksheet

Town Staff Recommendation:

Town staff recommends approval of the purchase of self-contained breathing apparatus, from Municipal Emergency Services, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program.

Proposed Motion:

I move to approve the purchase of self-contained breathing apparatus, from Municipal Emergency Services, through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program.


CONTRACT PRICING WORKSHEET
 For Catalog & Price Sheet Type Purchases

Contract No.: EE08-15

Date Prepared: 6/29/2016

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	TOWN OF PROSPER	Contractor:	MES
Contact Person:	JANUARY M. COOK	Prepared By:	LONNIE STEPHENS
Phone:	972-569-1018	Phone:	800-784-0404
Fax:	972-347-3010	Fax:	281-442-9199
Email:	JANUARY_COOK@PROSPERTX.GOV	Email:	LSTEPHENS@MESFIRE.COM

Catalog / Price Sheet Name:	SCOTT
General Description of Product:	SCBA AND MISC

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
46	804721-01 CYL & VLV ASSY CARB , 30 MIN , 4500	734.4	33782.4
	PER FORM E		0
30	201215-05 PER FORM E 30.5% OFF LIST , LIST \$ 384.00. AV3KHT MASK W/BRKT	266.88	8006.4
			0
2	200954-02 RIT PAK III ASSY 4500PSI , PER FORM E	2546	5092
			0
10	X3314022200402 PER FORM E 32% OFF LIST. LIST \$ 8245. SCOTT X3 WITH CGA PER SPECS	5606.6	56066
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			102946.8

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
12	201582-01 SCOTT SIGHT SYS-MD 5 ST MASK INCLUDED	1274.76	15297.12
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			15297.12

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

15%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

SPECIAL DISCOUNT FROM SCOTT	-19,372.10
Subtotal C:	-19372.1

Delivery Date: 4 WEEKS ARO

D. Total Purchase Price (A+B+C):

98871.82



ENGINEERING

To: Mayor and Town Council
From: Michael Bulla, CIP Project Manager
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – July 12, 2016

Agenda Item:

Consider and act upon awarding Bid No. 2016-59-B to Durable Specialties, Inc., related to construction services for the First Street and DNT Traffic Signal project; and authorizing the Town Manager to execute a construction agreement for same.

Description of Agenda Item:

On June 30, 2016, at 2:00 PM, two bids were opened for the First Street and DNT Traffic Signal project 2016-59-B. The verified totals from the bidders were \$98,200.00 and \$139,600.00, with Durable Specialties, Inc., being the low bidder. Durable Specialties has previously worked in the Town of Prosper, constructing the traffic signal at Prosper Trail and Coleman as a sub-contractor for Tiseo Paving.

Durable Specialties will construct an interim traffic signal, utilizing strain poles and wire, at the First Street and DNT intersection. The traffic signal will improve access to those traveling eastbound and westbound on Fishtrap Road/First Street once Pavecon Inc., completes the reconstruction of Fishtrap Road and the intersection expansion to include left turn lanes at the Dallas Parkway. The installation of the traffic signal is anticipated to be complete and operational prior to the commencement of the 2016-2017 school year.

Budget Impact:

The funding for the First Street and DNT Traffic Signal project is from the West Thoroughfare Impact Fee Fund, in the amount of \$220,000. In addition to the construction services, due to significant lead times, the signal cabinet and equipment will be purchased from the City of Frisco for \$9,615.00.

Legal Obligations and Review:

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

Attached Documents:

1. Location Map
2. Bid Tabulation Summary
3. Construction Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council award Bid No. 2016-59-B to Durable Specialties, Inc., related to construction services for the First Street and DNT Traffic Signal project; and authorize the Town Manager to execute a construction agreement for same.

Proposed Motion:

I move to award Bid No. 2016-36-B to Durable Specialties, Inc., related to construction services for the First Street and DNT Traffic Signal project; and authorize the Town Manager to execute a construction agreement for same.



First Street and DNT Traffic Signal





Town of Prosper Bid Tabulation

Bid No: 2016-59-B First Street and DNT Traffic Signal	
Bid Opening: 6/30/16 at 2:00 PM	
	Base Bid
Durable Specialties, Inc.	\$ 98,200.00
Roadway Solutions, Inc.	\$ 139,600.00
<p>**All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.</p>	
Certified By: January M. Cook, CPPO, CPPB Purchasing Agent Town of Prosper, Texas	Date: 6/30/16

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
**FIRST STREET AND DNT TRAFFIC
SIGNAL**
BID NO. 2016-59-B



TOWN OF PROSPER
COLLIN COUNTY, TEXAS

TOWN OFFICIALS

Ray Smith, Mayor
Curry Vogelsang, Jr., Mayor Pro-Tem
Jason Dixon, Deputy Mayor Pro-Tem
Michael Korbuly, Place 1
Kenneth Dugger, Place 2
Meigs Miller, Place 4
Mike Davis, Place 5

Harlan Jefferson, Town Manager

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LEGAL NOTICE

The Town of Prosper is accepting sealed bids for **Bid No. 2016-59-B First Street and DNT Traffic Signal**. Bids will be accepted until **2:00 P.M. on June 30, 2016** at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078. Any bids received after this time will not be accepted, and will be returned unopened. Bids will be publicly opened and read aloud at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078 immediately following this time.

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for constructing one (1) interim traffic signal system utilizing four (4) strain poles with two (2) luminaire arms and one (1) signal cabinet provided by the Town of Prosper. Successful bidder must complete installation and place signals into operation no later than August 22, 2016.

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

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

Copies of Plans, Specifications, and Contract Documents may be examined at **Development Services, 409 E First, Prosper, TX 75078, (972) 346-3502** without charge. These documents may be acquired from that office for the non-refundable purchase price of \$25 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this bid should be emailed directly to January Cook, CPPO, CPPB, Purchasing Agent, at january_cook@prospertx.gov. June 24, 2016, at 12:00 P.M. will be the deadline for receipt of questions and requests for clarifications. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

INSTRUCTIONS TO BIDDERS

1. **Submittal Deadline:** Bids will be accepted until 2:00 P.M. on Thursday, June 30, 2016.
2. **Submittal Location:** Bids will be accepted at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078.
3. **Submittal Requirements:** Each Bidder shall submit one (1) original and one (1) copy of their bid, along with their bid security and Out of State Contractor Compliance (if necessary), in a sealed envelope clearly marked with their name and **Bid No. 2016-59-B, First Street and DNT Traffic Signal.**
4. **Bid Opening:** Bids will be publicly opened and read aloud at the Town Hall Annex, 151 S. Main St., Prosper, Texas 75078, immediately following the bid deadline.
5. **Bidding Documents:** Copies of Plans, Specifications, and Contract Documents may be examined without charge at the following location:

Town of Prosper
Development Services
409 E First Street
Prosper TX. 75078
Phone: 972-569-1099

or

Download free of charge from Current Bidding Opportunities, at the following link:

<http://www.prospertx.gov/business/bid-opportunities/>.

6. **Questions and Requests for Clarification:** Questions and requests for clarifications in regards to this bid should be emailed directly to January Cook, CPPO, CPPB, Purchasing Agent, at january_cook@prospertx.gov. June 24, 2016 at 12:00 P.M. will be the deadline for receipt of questions and requests for clarifications. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.
7. **Addenda:** If it becomes necessary to provide additional information to potential Bidders, the Town of Prosper will issue an addendum containing the necessary information.
8. **Pre-Bid Meeting:** A pre-bid meeting **will not** be held for this project.

BID PROPOSAL FORM

**FIRST STREET AND DNT TRAFFIC SIGNAL
Bid No. 2016-59-B**

BIDDER: Durable Specialties, Inc.

ADDRESS: PO Box 535969
Grand Prairie, Tx 75053

PHONE: 972-296-6324

PRIMARY CONTACT: Patrick Bryan

EMAIL ADDRESS: Patrick@DurableSpecialties.com

PLEASE SUBMIT ONE (1) ORIGINAL AND ONE (1) COPY OF YOUR BID. ANY BID RECEIVED WITHOUT ONE (1) ORIGINAL AND ONE (1) COPY MAY BE CONSIDERED NON-RESPONSIVE.

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

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

6. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
7. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.
8. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
9. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
10. Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.
11. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
12. Bidder will substantially complete the Work for the price(s) shown in the following schedule of bid items and within **30** calendar days.

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

Base Bid					
Item No.	Description	Quantity	Unit	Unit Cost	Total Amount
1	DRILL SHAFT (TRF SIGNAL POLE) (36 in)	52	LF	225.00	11,700.00
2	MOBILIZATION	1	LS	4600.00	4600.00
3	BARRICADES, SIGNS, AND TRAFFIC CONTROL	1	MO	3000.00	3000.00
4	CONDUIT (PVC)(SCHD 40) (2")	30	LF	10.00	300.00
5	CONDUIT (PVC)(SCHD 40) (4")	45	LF	12.00	540.00
6	CONDUIT (RM) (2")	40	LF	12.00	480.00
7	CONDUIT (RM) (4")	20	LF	16.00	320.00
8	ELECTRICAL CONDUCTOR (NO.8) INSULATED	950	LF	1.00	950.00
9	ELECTRICAL CONDUCTOR (NO.6) BARE	135	LF	1.00	135.00
10	ELECTRICAL CONDUCTOR (NO.6) INSULATED	60	LF	1.00	60.00
11	GROUND BOX TY C (162922) W/APRON	1	EA	800.00	800.00
12	ELEC SRV TY D 120/240 070 (NS)AL(E)PS(U)	1	EA	5500.00	5500.00
13	INSTALL HWY TRAF SIG (ISOLATED)	1	LF	22,300.00	22,300.00
14	VEH SIG SEC (12") LED (GRN)	8	LF	380.00	3040.00
15	VEH SIG SEC (12") LED (GRN ARW)	5	LF	380.00	1900.00
16	VEH SIG SEC (12") LED (YEL)	8	LF	380.00	3040.00
17	VEH SIG SEC (12") LED (YEL ARW)	9	EA	380.00	3420.00
18	VEH SIG SEC (12") LED (RED)	8	EA	380.00	3040.00
19	VEH SIG SEC (12") LED (RED ARW)	8	SF	380.00	3040.00
20	BACKPLATE (12") (3 SEC) (VENTED) ALUM	7	SF	100.00	700.00
21	BACKPLATE (12") (5 SEC) (VENTED) ALUM	5	EA	160.00 110.00	550.00
22	TRF SIG CBL (TY A) (14 AWG) (12 CONDR)	874	LF	3.00	2622.00
23	VIVDS PROCESSOR SYSTEM	1	EA	8802.00	8802.00
24	VIVDS CAMERA ASSEMBLY	6	EA	1250.00	7500.00 7050.00
25	VIVDS SET-UP SYSTEM	1	EA	250.00	250.00
26	VIVDS COMMUNICATION CABLE (COAXIAL)	934	LF	2.00	1868.00

20	UNI-DIRECTIONAL OPTICOM DETECTOR	4	EA	733.00	2932.00
21	PHASE SELECTOR	1	EA	3500.00	3500.00
22	OPTICOM DETECTOR CABLE	874	LF	1.50	1311.00
				Bid Total:	98,200.00

13. Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within **30** calendar days as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.
14. Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.
15. Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.
16. Each bidder shall include the following information in this Bid:

	<u>Cost of Materials</u>	<u>Cost of Labor, Profit, etc.</u>	<u>Total Amount Of Bid</u>
Base Bid	\$ <u>60,000⁰⁰</u>	\$ <u>38,200⁰⁰</u>	\$ <u>98,200⁰⁰</u>
Alternate Bid	\$ <u>N/A</u>	\$ <u>N/A</u>	\$ <u>N/A</u>

17. Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If additional space is necessary to provide a complete listing, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable.

	<u>Subcontractor's Name</u>	<u>Type of Work</u>	<u>% of Work</u>
1.	<u>N/A</u>	<u>N/A</u>	<u>0</u>
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
Total % of Work Subcontracted:			<u>0</u>

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

<u>Supplier's Name</u>	<u>Type of Material / Equipment</u>
1. <u>Paradigm Traffic</u>	<u>Video, Signal Heads</u>
2. <u>Consolidated Traffic</u>	<u>Opticom</u>
3. <u>Tecline</u>	<u>Wire, Cable</u>
4. <u>Parish-Hare</u>	<u>Conduit, Pull Boxes</u>
5. _____	_____
6. _____	_____

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

20. The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.

21. The undersigned certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final.

This is a Bid of Durable Specialties, Inc., a corporation organized and existing under the laws of the State of Texas, or a limited partnership organized and existing under the laws of the State of N/A, or a partnership, consisting of N/A or an Individual doing business as N/A.

Seal and Authorization
(If a Corporation)

[Signature]
(Signed)

Vice-Pres. Operations
(Title)

2302 Paddock Way
(Street Address)

Grand Prairie, Tx
(City and State)

972-296-6324
(Telephone Number)

6-30-16
(Date)



BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Durable Specialties, Inc. whose address is 2302 Paddock Way Drive, Grand Prairie, TX hereinafter called Principal, and Great American Insurance Company a corporation organized ⁷⁵⁰⁵⁰ and existing under the laws of the State of New York , and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$ 5% Of the Amount ^{Bid} as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

*of New York

**FIRST STREET AND DNT TRAFFIC SIGNAL
BID NO. 2016-59-B**

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

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

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

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

IN WITNESS WHEREOF, this instrument is executed in 1 copies, each one of which shall be deemed an original, this, the 30th day of June, 2016.

ATTEST:

By: K Fox
Signature
Keith Fox
Typed/Printed Name
Brs. Admin.
Title
2302 Paddock Way Drive
Address
Grand Prairie, TX 75050
City State Zip
972-296-6324 972-780-7411
Phone Fax

PRINCIPAL:

Durable Specialties, Inc.
Company Name
By: P.C. Bryan
Signature
Patrick C Bryan
Typed/Printed Name
Vice-Pres. Operations
Title
2302 Paddock Way Drive
Address
Grand Prairie, TX 75050
City State Zip
972-296-6324 972-780-7411
Phone Fax



ATTEST:

By: Renee A Folkerts
Signature
Renee A Folkerts
Printed Name
Attestor
Title
15305 N Dallas Pkwy, #1100
Address
Addison, TX 75001
City State Zip
972-385-9800 972-386-5561
Phone Fax

SURETY:

By: Jack M Crowley
Signature
Jack M Crowley
Printed Name
Attorney in Fact
Title
15305 N Dallas Pkwy, #1100
Address
Addison, TX 75001
City State Zip
972-385-9800 972-386-5561
Phone Fax

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

NAME: Melody Bergmann/Willis of Texas, Inc.
STREET ADDRESS: 15305 N Dallas Pkwy, #1100
CITY, STATE, ZIP: Addison, TX 75001

NOTE: If Resident Agent is not a corporation, give a person's name.

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK

New York

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than FIVE

No. 0 15007

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JACK M. CROWLEY	ALL OF	ALL
STEVEN R. FOSTER	ADDISON,	\$100,000,000.00
RENEE A. FOLKERTS	TEXAS	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF, the GREAT AMERICAN INSURANCE COMPANY OF NEW YORK has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15TH day of MARCH, 2016.

Attest

GREAT AMERICAN INSURANCE COMPANY OF NEW YORK



My L C B

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON-ss:

On this 15TH day of MARCH, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company of New York, the Company described in and which executed the above instrument; that he knows the seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company of New York by unanimous written consent dated May 14, 2009.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company of New York, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of May 14, 2009 have not been revoked and are now in full force and effect.

Signed and sealed this 30th day of June

, 2016

My L C B

Assistant Secretary



OUT-OF-STATE CONTRACTOR COMPLIANCE TO STATE LAW

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

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

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

BIDDER

_____ Company	By _____ (Please Print)
_____ Address	_____ Signature
_____ City State Zip	_____ Title (Please Print)

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

CONSTRUCTION AGREEMENT

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

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

FIRST STREET AND DNT TRAFFIC SIGNAL BID NO. 2016-59-B

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

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

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

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

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

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Ninety-Eight Thousand Two Hundred Dollars and no cents (\$ 98,200.00)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **30** calendar days after the date of the Notice to Proceed for the base bid. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

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

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

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

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

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

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

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

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

E. Insurance Requirements

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

FIRST STREET AND DNT TRAFFIC SIGNAL
Bid No. 2016-59-B
Town of Prosper
Attn: Purchasing Agent
121 W. Broadway
Prosper, Texas 75078

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

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

F. Workers' Compensation Insurance Coverage

1. Definitions:

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

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

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

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

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

statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

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

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

G. Performance, Payment and Maintenance Bonds

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

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

H. Progress Payments and Retainage

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

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

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

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

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

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

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

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

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

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

I. Withholding Payments to Contractor

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

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

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

J. Acceptance of the Work

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

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

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

K. Acceptance of Erosion Control Measures

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

L. Final Payment

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

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

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

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

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

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

M. Contractor's Warranty

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

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

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

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

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

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

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

N. Compliance with Laws

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

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

O. Other Items

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

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

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

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

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

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

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

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

DURABLE SPECIALTIES, INC.

TOWN OF PROSPER, TEXAS

By: _____
Title: _____
Date: _____
Address: _____

Phone: _____
Fax: _____

By: HARLAN JEFFERSON
Title: Town Manager
Date: _____
Address: 121 W. Broadway
Prosper, Texas 75078
Phone: (972) 346 - 2640
Fax: (972) 569 - 9335

ATTEST:

ROBYN BATTLE
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

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

**FIRST STREET AND DNT TRAFFIC SIGNAL
BID NO. 2016-59-B**

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

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

reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

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

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

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

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

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

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

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

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

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

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

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

FIRST STREET AND DNT TRAFFIC SIGNAL BID NO. 2016-59-B

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

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

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

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

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

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

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

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

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

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

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

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

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

**FIRST STREET AND DNT TRAFFIC SIGNAL
BID NO. 2016-59-B**

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

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

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

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

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

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

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

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

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

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

GENERAL CONDITIONS

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

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

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

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

ENGINEER: The ENGINEER of the OWNER or his designee.

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

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

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

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

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

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

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

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

GC.03 GENERAL RESPONSIBILITIES AND UNDERSTANDINGS:

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

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

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

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

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

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

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

GC.04 CONTRACTOR RESPONSIBILITIES:

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

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

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

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

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

GC.05 PROTECTION OF PERSONS AND PROPERTY:

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

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

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

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

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

GC.06 PROSECUTION AND PROGRESS:

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

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

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

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

GC.07

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

GC.08 CONTROL OF WORK AND MATERIAL:

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

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

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

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

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

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

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

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

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

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

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

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

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

GC.09 INSPECTION AND ACCEPTANCE:

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

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

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

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

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

GC.10 MEASUREMENT AND PAYMENT:

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

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

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

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

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

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

GC.11 EXTRA WORK AND CLAIMS:

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

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

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

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

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

Method (A) - By agreed unit prices; or

Method (B) - By agreed lump sum; or

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

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

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

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

GC.12 CONTRACT TERMINATION

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

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

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

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

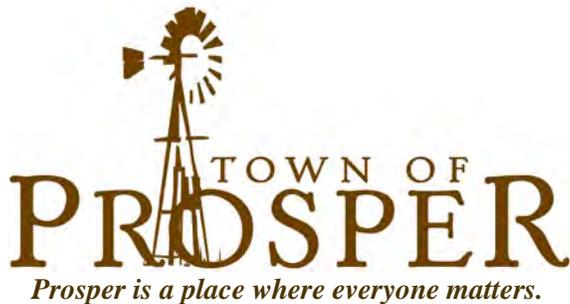
The OWNER under sealed bids, after five (5) days notice published one or more times in a newspaper having general circulation in the county of the location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract.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

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

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

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

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



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 – July 12, 2016

Agenda Item:

Consider and act upon authorizing the Town Manager to execute Contract Amendment #1 to the Professional Engineering Services Agreement between Graham Associates, Inc., and the Town of Prosper, Texas, related to the Prosper Trail (Kroger – Coit) Project and the First Street (Dallas North Tollway – Coleman) project.

Description of Agenda Item:

On April 14, 2015, the Town Council approved a professional services agreement with Graham Associates, Inc., for the design of First Street from the Dallas North Tollway to Coleman Street. The design of the project from the BNSF Railroad to Coleman Street included an alignment that shifted the proposed roadway south of the centerline of the existing roadway. Near the completion of the design, staff was directed to revise the design of the roadway in conformance with typical design practice of expanding the roadway along the centerline of the existing roadway. This contract amendment is to increase the scope of services and compensation associated with the redesign and realignment of First Street from the BNSF Railroad to Coleman Street.

Budget Impact:

An amendment to the Capital Improvement Plan is also on this agenda to provide funding in the amount of \$40,000 for this Contract Amendment from the estimated cost savings from the First Street and DNT Traffic Signal project.

Legal Obligations and Review:

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

Attached Documents:

1. Contract Amendment #1

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute Contract Amendment #1 to the Professional Engineering Services Agreement between Graham Associates, Inc., and the Town of Prosper, Texas, related to the Prosper Trail (Kroger – Coit) Project and the First Street (Dallas North Tollway – Coleman) project.

Proposed Motion:

I move to the authorize the Town Manager to execute Contract Amendment #1 to the Professional Engineering Services Agreement between Graham Associates, Inc., and the Town of Prosper, Texas, related to the Prosper Trail (Kroger – Coit) Project and the First Street (Dallas North Tollway – Coleman) project.

**CONTRACT AMENDMENT #1
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GRAHAM ASSOCIATES, INC.
FOR
FIRST STREET FROM DALLAS NORTH TOLLWAY TO COLEMAN STREET (1512-ST)**

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

WITNESSETH:

WHEREAS, the Town previously engaged the services of the Consultant for **First Street** from Dallas North Tollway to Coleman Street (1512-ST), hereinafter called "Project;" and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about the 14th of April, 2015, in the amount of five hundred thirty-one thousand three hundred fifty-three dollars (\$531,353.00), hereinafter called the "Original Agreement;" and

WHEREAS, the Parties now desire to amend the Original Agreement to increase the scope of services and compensation provided to redesign and realign First Street from the Burlington Northern Railroad to Coleman Street after original concept approval and submittal of 70% construction plans.

For the mutual promises and benefits herein described, Town and Consultant agree to amend the Original Agreement as follows:

1. **Additional Services to be Performed by Consultant.** The Parties agree that Consultant shall perform such additional services as are set forth and described in **Exhibit A1 – Scope of Services** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit A" are hereby amended to state "Exhibits A and A1."

2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment and Exhibits "A" & "B" for a total additional fee of thirty eight thousand two hundred eighty-two dollars and 50 cents (\$38,282.50) for the additional services as set forth and described in **Exhibit B1 – Compensation Schedule** and incorporated herein as if written word for word. All references in the Original Agreement to "Exhibit B" are hereby amended to state "Exhibits B and B1."

3. **Revised Compensation for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to increase Consultant's total compensation by deleting "five hundred thirty-one thousand three hundred fifty-three dollars (\$531,353.00)" and replacing it with "five hundred sixty-nine thousand six hundred thirty-five dollars and 50 cents (\$569,635.50)."

4. **Original Agreement.** All other provisions and terms of the Original Agreement shall remain in full force and effect and this Amendment to the Original Agreement shall in no way release, affect, or impair any other provision or responsibility contained in the Original Agreement.

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

GRAHAM ASSOCIATES, INC.

TOWN OF PROSPER, TEXAS

By: Mark Burckhard
Signature

Mark Burckhard, P.E.
Printed Name

Senior Vice President
Title

June 14, 2016
Date

By: _____
Signature

Harlan Jefferson
Printed Name

Town Manager
Title

Date

**EXHIBIT A1
SCOPE OF SERVICES**

**CONTRACT AMENDMENT #1
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GRAHAM ASSOCIATES, INC.
FOR
FIRST STREET FROM DALLAS NORTH TOLLWAY TO COLEMAN STREET (1512-ST)**

I. PROJECT DESCRIPTION

The re-alignment of First Street to the center of the existing roadway will involve additional survey of the properties to the north to establish building locations, existing ground conditions around the building and finding property corners to describe additional property acquisition that will be required. Revisions to the plan set will be required to the following sections: paving sheets, drainage sheets including computations, water sheets, erosion control sheets, street lighting sheets, pavement marking and signage sheets, cross section sheets, traffic control sheets and all associated quantity sheets.

II. TASK SUMMARY

Task 1 – Construction Plan Revisions

- Revisions to all sheets affected by the alignment shift.
- Additional topographic survey due to newly developed areas, location of newly affected buildings and surrounding areas, finding pins and establishing boundaries of newly affected properties.

III. DELIVERABLES

Task 1 – Construction Plan Revisions

- One (1) Set of Revised 22"x34" Construction plans
- Two (2) Sets of Revised 11"x17" Construction plans
- PDF copies of all deliverables

**EXHIBIT B1
COMPENSATION SCHEDULE**

**CONTRACT AMENDMENT #1
BETWEEN THE TOWN OF PROSPER, TEXAS, AND GRAHAM ASSOCIATES, INC.
FOR
FIRST STREET FROM DALLAS NORTH TOLLWAY TO COLEMAN STREET (1512-ST)**

I. COMPENSATION SCHEDULE NEW WORK

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	July 2016	
Task 1 – Revised 70% Construction Plans	September 2016	\$38,282.50
Total Compensation		\$38,282.50

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – 70% Revised Construction Plans	\$38,282.50
Total Basic Services:	\$38,282.50

II. COMPENSATION SCHEDULE – FIRST STREET (EXISTING CONTRACT)

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	April 2015	
Task 1 – 30% Concept Construction Plans	July 2015	\$115,930.00
Task 2 – 70% Construction Plans	September 2016	\$174,452.00
<i>Note – Potential Hold</i>		
Task 3 – 90% Construction Plans	As required on hold	\$60,091.00
Task 4 – 100% Construction Plans	As required on hold	\$31,350.00
Task 5 – Construction Administration	N/A	\$5,000.00
Task 6 – As-Built Record Drawings	Completion of Project	\$15,000.00
Task 7 – Warrant Analysis and Traffic Signal Design	Completed	\$14,190.00
Task 8 – Right of Way Documents	September 2016	\$47,000.00
Task 9 – SUE and Franchise Utility Conflict Analysis	At 90% Plans	\$17,000.00
Task 10 – Landscaping and Irrigation Design	Tasks 1-4	\$16,640.00
Task 11 – Geotechnical Investigation and Pavement Design	Completed	\$25,900.00
Task 12 – Railroad Coordination and Permit (Graham to design 2 Junction Box MH's only) (Town will do permitting required)	At 90% Plans	\$8,800.00
Total Compensation		\$531,353.00

Exhibit "A"**GRAHAM ASSOCIATES, INC.
ESTABLISHED HOURLY RATES
2010**

PRINCIPAL	\$150.00
SENIOR ENGINEER	\$125.00
REGISTERED PUBLIC SURVEYOR	\$125.00
SENIOR HYDROLOGIST	\$125.00
REGISTERED ENGINEER	\$100.00
GRADUATE ENGINEER	\$90.00
GRADUATE HYDROLOGIST	\$95.00
TECHNICIAN IV	\$90.00
TECHNICIAN III	\$75.00
TECHNICIAN II	\$60.00
TECHNICIAN I	\$40.00
3 MAN SURVEY CREW	\$140.00
2 MAN SURVEY CREW	\$120.00
CLERICAL	\$35.00
CADD STATION	\$25.00

Exhibit "B"

1) Quantity sheets – Revising existing sheets (6 – 9)	Senior Engineer 20 hours @ \$125	= \$2,500.00
2) Typical Sections – Revising existing sheets (12 -13)	Senior Engineer 2.5 hours @ \$125	= \$312.50
3) Paving Sheets – Revising existing sheets (20 – 27)	Senior Engineer 60 hours @ \$125	= \$7,500.00
4) Drainage Area Map – Revising existing sheets (28 – 29)	Senior Engineer 6 hours @ \$125	= \$750.00
5) Runoff Computations – Revising existing sheet 30	Senior Engineer 4 hours @ \$125	= \$500.00
6) Inlet Computations – Revising Existing sheet 31	Senior Engineer 8 hours @ \$125	= \$1,000.00
7) Storm Computations – Revising existing sheets 32 – 33	Senior Engineer 12 hours @ \$125	= \$1,500.00
8) Storm Sheets – Revising existing sheets 42 – 48	Senior Engineer 45 hours @ \$125	= \$5,625.00
9) Traffic Control Plans – Revising Existing sheets 57, 58, 63, 64A, 64C-D (6 sheets)	Senior Engineer 18 hours @ \$125	= \$2,250.00
10) Water Line Plans – Revising existing sheers 71 – 75 (5 sheets)	Senior Engineer 20 hours @ \$125	= \$2,500.00
11) Erosion Control Plans – Revising existing sheets 77 – 78 (2 sheets)	Senior Engineer 5 hours @ \$125	= \$625.00
12) Street Lights – Revising existing sheets 81 – 82 (2 sheets)	Senior Engineer 4 hours @\$125	= \$500.00
13) Pavement Markings & Signs – Revising existing sheets 85 – 86 (2 sheets)	Senior Engineer 9 hours @ \$125	= \$1,125.00
14) Cross-Sections RE-DO – Revising sheets 112 – 136 (25 sheets)	Technician IV 70 hours @ \$90	= \$6,300.00
	CADD 47 hours @ \$25	= <u>\$1,175.00</u>
	SUB-TOTAL	= \$7,475.00
15) Meetings/ Estimates	Senior Engineer 28 hours @ \$125	= \$3,500.00
16) Surveying	Survey Crew (2 man) 32 hours @ \$120	= \$3,840.00
	Technician IV 22 hours @ \$90	= \$1,980.00
	CADD 20 hours @ \$25	= \$500.00
	SUB-TOTAL	= <u>\$6,320.00</u>
	TOTAL	= \$43,982.50



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 – July 12, 2016

Agenda Item:

Consider and act upon an amendment to the Capital Improvement Plan.

Description of Agenda Item:

The proposed amendment to the Capital Improvement Plan includes the following project changes:

Street Projects:

Contract Amendment #1 to the Professional Engineering Services Agreement between Graham Associates, Inc., and the Town of Prosper, Texas, related to the Prosper Trail (Kroger – Coit) Project and the First Street (Dallas North Tollway – Coleman) project is \$38,282.50. Funding for the amendment is to be provided by cost savings from the First Street and DNT Traffic Signal project.

Traffic Projects:

The funding for the First Street and DNT Traffic Signal project is from the West Thoroughfare Impact Fee Fund, in the amount of \$220,000. Cost savings for the project to provide funding for Contract Amendment #1 to the Professional Engineering Services Agreement between Graham Associates, Inc., and the Town of Prosper, Texas, related to the Prosper Trail (Kroger – Coit) Project and the First Street (Dallas North Tollway – Coleman) project.

Budget Impact:

Staff proposes to reallocate funding for the following projects.

Project Type	Description	Current	Proposed	Difference
• Street Projects:				
First Street (DNT - Coleman)	West Thoroughfare Impact Fee FY 2014-2015	550,000	550,000	0
First Street (DNT - Coleman)	West Thoroughfare Impact Fee FY 2015-2016	0	40,000	40,000
First Street (DNT - Coleman)	Unissued Debt Unauthorized FY 2020-2025	7,650,000	7,650,000	0
• Traffic Projects:				
Traffic Signal Dallas Pkwy & First St	West Thoroughfare Impact Fee Fund FY 2015-2016	220,000	180,000	-40,000

Attached Documents:

1. CIP Amendment

Town Staff Recommendation:

Town staff recommends that the Town Council approve an amendment to the Capital Improvement Plan.

Proposed Motion:

I move to approve an amendment to the Capital Improvement Plan.

Index	Current - Street Projects		Project Schedule							Total Cost	Funding Sources				Unissued Debt Schedule					Index			
			Prior Yrs	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020		2020-2025	Other Sources	Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Reimbursement Resolution	2015-2016	2016-2017	2017-2018		2018-2019	2019-2020	2020-2025
01	1512-ST	First Street (DNT - Coleman)		550,000					7,650,000	8,200,000	550,000	A			7,650,000							7,650,000	01
Index	Current - Traffic Projects		Project Schedule							Total Cost	Funding Sources				Unissued Debt Schedule					Index			
			Prior Yrs	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020		2020-2025	Other Sources	Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Reimbursement Resolution	2015-2016	2016-2017	2017-2018		2018-2019	2019-2020	2020-2025
01		Traffic Signal - Dallas Pkwy & First St			220,000					220,000	220,000	A											01
Index	Modification - Street Projects		Project Schedule							Total Cost	Funding Sources				Unissued Debt Schedule					Index			
			Prior Yrs	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020		2020-2025	Other Sources	Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Reimbursement Resolution	2015-2016	2016-2017	2017-2018		2018-2019	2019-2020	2020-2025
01	1512-ST	First Street (DNT - Coleman)			40,000					40,000	40,000	A			7,650,000							7,650,000	01
Index	Modification - Traffic Projects		Project Schedule							Total Cost	Funding Sources				Unissued Debt Schedule					Index			
			Prior Yrs	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020		2020-2025	Other Sources	Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Reimbursement Resolution	2015-2016	2016-2017	2017-2018		2018-2019	2019-2020	2020-2025
01		Traffic Signal - Dallas Pkwy & First St			(40,000)					(40,000)	(40,000)	A											01
Index	Amended - Street Projects		Project Schedule							Total Cost	Funding Sources				Unissued Debt Schedule					Index			
			Prior Yrs	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020		2020-2025	Other Sources	Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Reimbursement Resolution	2015-2016	2016-2017	2017-2018		2018-2019	2019-2020	2020-2025
01	1512-ST	First Street (DNT - Coleman)		550,000	40,000				7,650,000	8,240,000	590,000	A			7,650,000							7,650,000	01
Index	Amended - Traffic Projects		Project Schedule							Total Cost	Funding Sources				Unissued Debt Schedule					Index			
			Prior Yrs	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020		2020-2025	Other Sources	Issued Debt Authorized	Unissued Debt Authorized	Unissued Debt Unauthorized	Reimbursement Resolution	2015-2016	2016-2017	2017-2018		2018-2019	2019-2020	2020-2025
01		Traffic Signal - Dallas Pkwy & First St			180,000					180,000	180,000	A											01

Description Codes - Other Sources	
A	Impact Fees
B	Grant and Interlocal Funds
C	Developer Agreements
D	General Fund
E	Water / Wastewater Fund
F	Stormwater Drainage Fund
G	Park Development Fund
H	TIRZ #1
J	TIRZ #2
K	Escrows
X	Non-Cash Contributions
Z	Other Sources (See Detail)



PLANNING

To: Mayor and Town Council

From: Alex Glushko, AICP, Senior Planner

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 12, 2016

Agenda Item:

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

Description of Agenda Item:

Attached are the Preliminary Site Plan and Site Plans acted on by the Planning & Zoning Commission at their July 5, 2016, 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 Preliminary Site Plan or Site Plan acted on by the Planning & Zoning Commission.

Attached Documents:

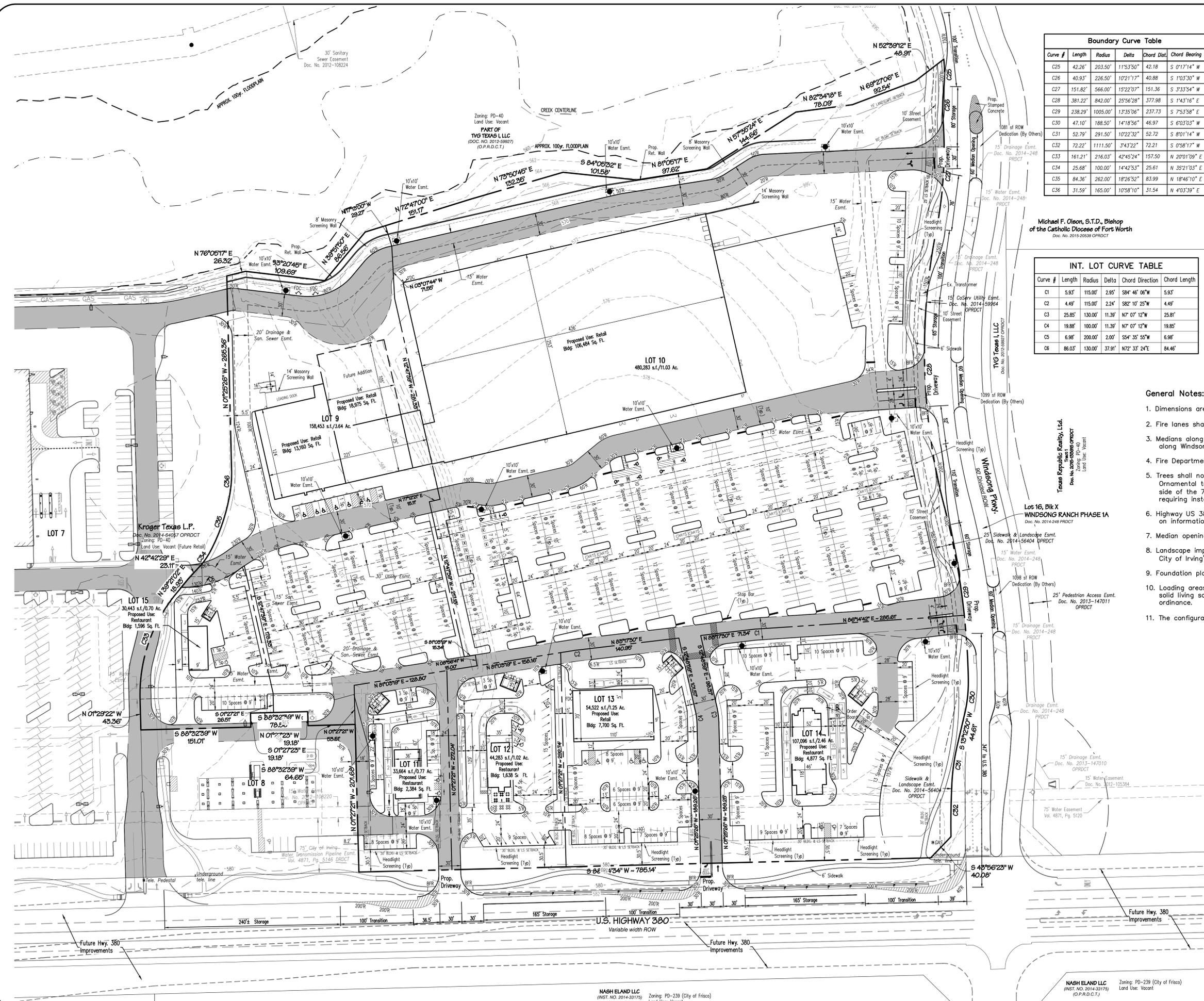
1. Preliminary Site Plan for Windsong Ranch Marketplace (*eastern portion of development*)
2. Site Plan for Prosper Plaza, Lot 6R
3. Site Plan for a Temporary Municipal Structure

Attachment Summary:

Project Name	Type	Location	Building Size	Existing/ Proposed Uses	Known Tenant(s)
Windsong Ranch Marketplace	Preliminary Site Plan	Northwest corner of US 380 and Windsong Parkway	156,814 square feet (total)	Big box, retail, and restaurant uses	Home Depot, and unknown retail and restaurant tenants
Prosper Plaza, Lot 6R	Site Plan	West side of Custer Road, 320± feet north of US 380	8,480 square feet	Retail and restaurant	Unknown
Temporary Municipal Structure	Site Plan	East side of Third Street, 200± feet south of Broadway Street	320 square feet	Municipal	Municipal

Town Staff Recommendation:

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



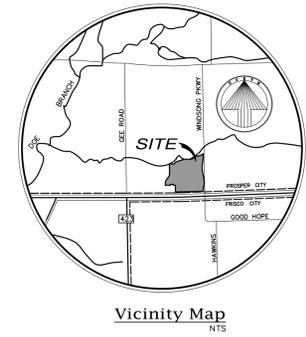
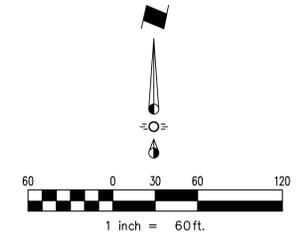
Boundary Curve Table

Curve #	Length	Radius	Delta	Chord Dist.	Chord Bearing
C25	42.26'	203.50'	115°3'50"	42.18'	S 0°17'14" W
C26	40.93'	226.50'	102°1'17"	40.88'	S 1°03'30" W
C27	151.82'	566.00'	152°2'07"	151.36'	S 3°33'54" W
C28	381.22'	842.00'	25°56'28"	377.98'	S 1°43'16" E
C29	238.29'	1005.00'	13°35'06"	237.73'	S 7°53'58" E
C30	47.10'	188.50'	14°18'56"	46.97'	S 6°03'03" W
C31	52.79'	291.50'	102°2'32"	52.72'	S 8°01'14" W
C32	72.22'	1111.50'	3°43'22"	72.21'	S 0°58'17" W
C33	161.21'	216.03'	42°45'24"	157.50'	N 20°10'09" E
C34	25.68'	100.00'	14°42'53"	25.61'	N 35°21'03" E
C35	84.36'	262.00'	18°26'52"	83.99'	N 18°46'10" E
C36	31.59'	165.00'	10°58'10"	31.54'	N 4°03'39" E

Michael F. Olson, S.T.D., Bishop
of the Catholic Diocese of Fort Worth
Doc. No. 2015-20583 OP/PROCT

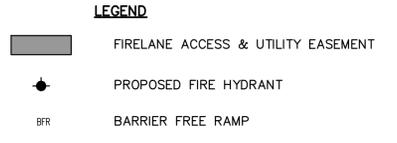
INT. LOT CURVE TABLE

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	5.93'	115.00'	2.95'	S84°46'06" W	5.93'
C2	4.49'	115.00'	2.24'	S82°10'25" W	4.49'
C3	25.85'	130.00'	11.39'	N7°07'12" W	25.81'
C4	19.88'	100.00'	11.39'	N7°07'12" W	19.85'
C5	6.98'	200.00'	2.00'	S54°35'55" W	6.98'
C6	86.03'	130.00'	37.91'	N72°33'24" E	84.46'



General Notes:

- Dimensions are face to face of curb unless otherwise noted.
- Fire lanes shall be a minimum of 24' in width with a 30' minimum inside turning radius.
- Medians along Windsong Parkway south are privately owned by TVG. Any street improvements along Windsong Parkway south are to be discussed with the Town and TVG.
- Fire Department Connections shall be provided in accordance with Town of Prosper Standards.
- Trees shall not be located within public easements in accordance with Town standards. Ornamental trees may be located within the 15' water easement (Located along the north side of the 75' City of Irving easement) no closer than four feet (4') to the water line and requiring installation of a root barrier.
- Highway US 380, FM 423, Gee Road, and Hawkins Lane are shown as ultimate build out based on information provided by others.
- Median openings & turn lanes along US 380 are contingent on TxDot Approval.
- Landscape improvements within the existing City of Irving easement shall be subject to the City of Irving's approval.
- Foundation plantings will conform to PD-40 standards approved by the Town.
- Loading areas located adjacent to major creeks should be screened from the floodplain by a solid living screen to reach a min. of 14 feet tall within 2 years as required by zoning ordinance.
- The configuration of lot 10 is subject to change pending SUP/PD amendment approval.



CASE No. - D16-0021
Sheet 1 of 2
REVISED PRELIMINARY SITE PLAN
Windsong Ranch Marketplace
BLOCK A, LOTS 9-15
20.86 Acres
SITUATED IN THE
J. SALING SURVEY, ABSTRACT NUMBER 1675
TOWN OF PROSPER, DENTON COUNTY, TEXAS

OWNER / APPLICANT
Northeast 423/380, LTD.
7001 Preston Road, Ste. 400
Dallas, Tx. 75205
Telephone (214) 224-4600
Contact: Robert Dorazil

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

NASH ELAND LLC
(INST. NO. 2014-33175)
(O.P.R.D.C.T.)

NASH ELAND LLC
(INST. NO. 2014-33175)
(O.P.R.D.C.T.)

SITE DATA SUMMARY TABLE																		
LOT	ZONING	PROPOSED USE	LOT AREA		BUILDING AREA (SF)	BUILDING HEIGHT	COVERAGE (%)	FLOOR AREA RATIO	REQ. PARKING RATIO	PARKING REQUIRED	PARKING PROVIDED	REQUIRED HANDICAP PARKING	PROVIDED HANICAP PARKING	INTERIOR LANDSCAPE REQUIRED (SF)	INTERIOR LANDSCAPE PROVIDED (SF)	IMPERVIOUS AREA (SF)	OPEN SPACE REQUIRED (SF)	OPEN SPACE PROVIDED (SF)
			SF	AC														
9	PD-40	RETAIL	158,453	3.64	32,135	Max. 40'	20.3%	0.2028:1	1:250	129	141	5	7	2,115	4,565	122,063	11,092	11,121
10	PD-40	RETAIL	490,283	11.03	106,484	Max. 40'	22.2%	0.2217:1	1:250	426	445	9	9	6,675	11,772	268,532	33,620	33,629
11	PD-40	RESTAURANT W/ D.T.	30,443	0.70	2,384	Max. 40'	7.8%	0.0783:1	1:100	24	27	2	2	405	1,799	22,247	2,131	3,103
12	PD-40	RESTAURANT W/ D.T.	44,283	1.02	1,638	Max. 40'	3.7%	0.037:1	1:100	17	36	2	2	540	1,275	30,886	3,100	3,301
13	PD-40	RETAIL	54,522	1.25	7,700	Max. 40'	14.1%	0.1412:1	1:250	31	53	3	4	795	2,443	20,992	3,817	3,946
14	PD-40	RESTAURANT W/ D.T.	107,096	2.46	4,877	Max. 40'	4.6%	0.0455:1	1:100	49	87	4	4	1,305	3,060	14,578	7,497	12,844
15	PD-40	RESTAURANT W/ D.T.	32,059	0.74	1,596	Max. 40'	5.0%	0.0498:1	1:100	16	24	1	2	360	874	27,237	2,244	4,347

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 Regulation 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 uniform Building Code.
- All signage is subject to Building Official approval.
- All fences and retaining walls shall be shown on the site plan and are subject to Building Official approval.
- All exterior building materials are subject to Building Official approval and shall conform to the approved facade plan.
- Sidewalks of not less than six (6') feet in width along thoroughfares and 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 Town Engineer.
- Site plan approval is required prior to grading release.
- All new electrical lines shall be installed and/or relocated underground.
- All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance.
- Lots shall have frontage on a common access drive or a public street. The common access drive shall be dedicated public access, utility and fire lane easement.
- On-site parking lot lighting shall include dimmers.
- Developer shall maintain three (3) foot berms for purposes of screening along Gee Road and Windsong Ranch Parkway and shall use best efforts to install berms along Highway 380.
- All Retaining walls along creek to be stone.
- All landscape easements must be exclusive of any other type of easement.
- Impact fees will be assessed in accordance with the land use classification(s) identified on the site data summary table; however, changes to the proposed land use at the time of CO and/or finish out permit may result in additional impact fees and/or parking requirements.

CASE No. - D16-0021

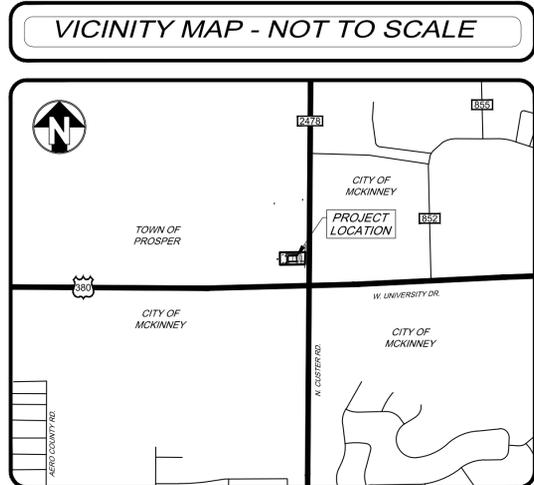
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REVISED PRELIMINARY SITE PLAN

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BLOCK A, LOTS 9-15
20.86 Acres
SITUATED IN THE
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ENGINEER / SURVEYOR
Spiars Engineering, Inc.
TBPE No. F-2121
765 Custer Road, Suite 100
Plano, TX 75075
Telephone: (972) 422-0077
Contact: Kevin Wier

SITE DATA SUMMARY TABLE FOR LOT 6R																					
Lot	Zoning	Proposed Use			Lot Area		Max. Building Height (ft.)	Lot Coverage	F.A.R.	Total Parking Req. = 62				Interior Landscaping Req. (s.f.)	Impervious Area (s.f.)	Open Space Req. (s.f.)	Prov. (s.f.)				
		Use	Retail (s.f.)	Restaurant (s.f.)	Total Building Area (s.f.)	(ac.)				(s.f.)	Retail 1:250	Rest. 1:100	H.C. Req.					H.C. Prov.			
6R	PD-73	REST./RETAIL	3,880	4,600	8,480	1.33	57,935	30	1	14.67%	0.1467:1	16	46	3	3	62	930	2,366	46,767	4,056	4,118



LEGEND		
EXISTING	PROPOSED	
WM	WM	WATER METER
WV	WV	WATER VALVE
PH	PH	FIRE HYDRANT
GM	GM	GAS METER
SSMH	SSMH	SANITARY SEWER MANHOLE
SSCO	SSCO	SANITARY SEWER CLEANOUT
UP	UP	UTILITY POLE
LP	LP	SITE LIGHTING POLE
SMH	SMH	STORM MANHOLE
JB	JB	STORM JUNCTION BOX
CI	CI	CURB INLET
GI	GI	GRATE INLET
T	T	TREE
+	+	SIGN
---	---	CURB AND GUTTER
---	---	OVERHEAD ELECTRIC LINE
---	---	FIRE LANE
---	---	FIRE LANE
---	---	CONCRETE SIDEWALK
---	---	HEAVY DUTY CONCRETE PAVEMENT
---	---	STANDARD DUTY CONCRETE PAVEMENT
---	---	FIRE LANE

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		

crosspoint engineering
 5620 Old Bullard Road, Suite 130 | Tyler, Texas 75705
 903 705 4416 | TPBE Firm Reg. No. E-15215
 cpe-8111.com

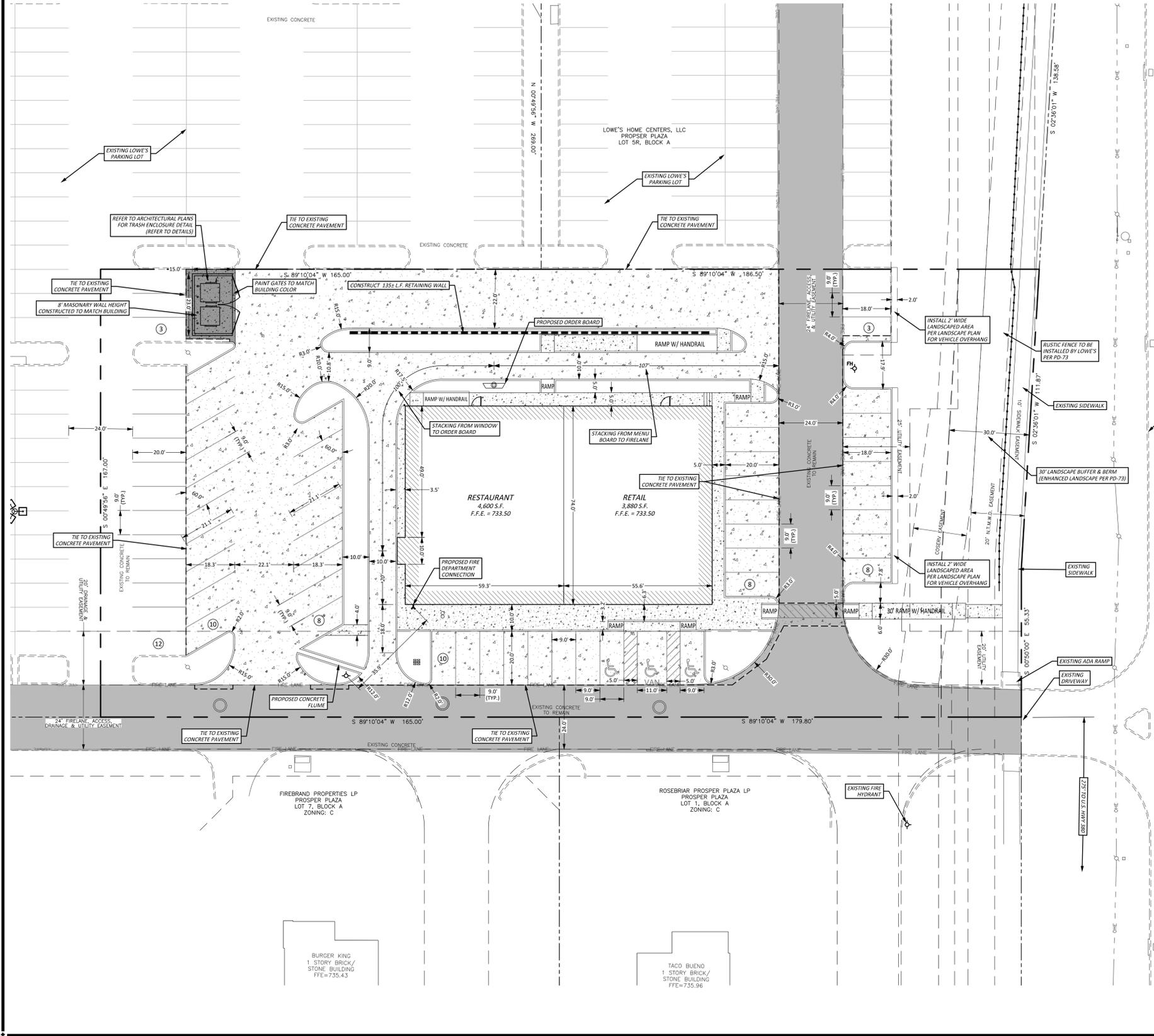
**ROSEBRIAR PROSPER PLAZA, LP
 RESTAURANT / RETAIL OUTLET
 PROSPER, TEXAS**

**FINAL SITE PLAN
 1.33 ACRES LOT 6R, BLOCK A
 PROSPER CASE #D16-0045**

STATE OF TEXAS
DARREL KOTZUR
 83947
 PROFESSIONAL ENGINEER

06/24/16

PROJECT: 15-1529-01 ISSUED: 06-24-16
 DRAWN BY: CHECKED BY: SCALE: 1"=20'
 TG DK
 SHEET: FSP1.0



TOWN SITE PLAN NOTES

- ANY REVISION TO THIS PLAN WILL REQUIRE TOWN APPROVAL AND WILL REQUIRE REVISIONS TO ANY CORRESPONDING PLANS TO AVOID CONFLICTS BETWEEN PLANS.
- DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE 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 5000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
- FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
- TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
- SPEED BUMPS/RUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
- HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENTLY 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 5'0" 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 CONCERNING AGENCIES ARE APPROVED BY THE ENGINEERING DEPARTMENT.
- 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.
- IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATION(S) IDENTIFIED ON THE SITE DATA SUMMARY TABLE. HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME CO AND/OR TRIM-CUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.

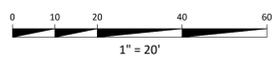
GENERAL NOTES

- THE THOROUGHFARE ALIGNMENT(S) SHOWN ON THIS EXHIBIT ARE FOR ILLUSTRATION PURPOSES ONLY AND DO NOT SET THE ALIGNMENT. THE ALIGNMENT IS DETERMINED AT THE TIME OF FINAL PLAT.
- NO 100 YEAR FLOOD PLAIN EXISTS ON THE PROPERTY.
- ALL DRIVEWAYS, TURN LANES AND MEDIA ORDNANCES SHALL MEET THE TOWN OF PROSPER'S THOROUGHFARE DESIGN STANDARDS AND TxDOT STANDARDS.

SITE NOTES

- ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY, COUNTY AND STATE REGULATIONS AND CODES, OSHA STANDARDS AND PROJECT SPECIFICATIONS.
- CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR EXACT LOCATION AND DIMENSIONS OF VESTIBULES, SLOPED PAVING, SIDEWALKS, EXT PARADES, TRUCK DOCKS, PREICE BUILDING, DIMENSIONS, AND EXACT BUILDING ENTRANCE LOCATIONS.
- CONTRACTOR SHALL REFER TO MEP PLANS FOR TOTAL NUMBER, LOCATIONS, SIZES AND OUTFALLS OF DOWNDRAFTS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING EXISTING ITEMS DAMAGED DURING CONSTRUCTION, SUCH AS, BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. DAMAGES SHALL BE REPORTED TO ENGINEER OF RECORD PRIOR TO REPAIR. REPAIRS SHALL BE EQUAL TO OR BETTER THAN EXISTING CONDITIONS.
- CONTRACTOR IS REQUIRED TO REMOVE OR RELOCATE, IN A PROPER MANNER, EXISTING IMPROVEMENTS/NATURAL FEATURES TO ALLOW FOR CONSTRUCTION OF PROPOSED IMPROVEMENTS INDICATED ON THE PLANS. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITY SPECIFICATIONS AND SHALL BE APPROVED BY SUCH.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION & REPLACEMENT OF ALL PROPERTY CORNERS. PROPERTY CORNERS DAMAGED BY CONTRACTOR SHALL BE REPLACED BY A REGISTERED PROFESSIONAL LAND SURVEYOR AT CONTRACTOR'S EXPENSE.
- CONTRACTOR SHALL MATCH EXISTING PAVEMENT IN GRADE AND ALIGNMENT.
- CONTRACTOR SHALL MATCH EXISTING CURB AND GUTTER IN GRADE, SIZE, TYPE AND ALIGNMENT AT ADJACENT ROADWAYS.
- ALL TRAFFIC CONTROL SIGNS SHALL BE FABRICATED AS SHOWN IN THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
- ALL SIGN PLACES IN AREAS ACCESSIBLE BY VEHICLE TRAFFIC SHALL BE PLACED IN GUARD POST.
- ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB, CENTER OR END OF STRIPE, FACE OF BUILDING OR EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.

WATER METERS	
TYPE	SIZE
DOMESTIC	2"
IRRIGATION	1"

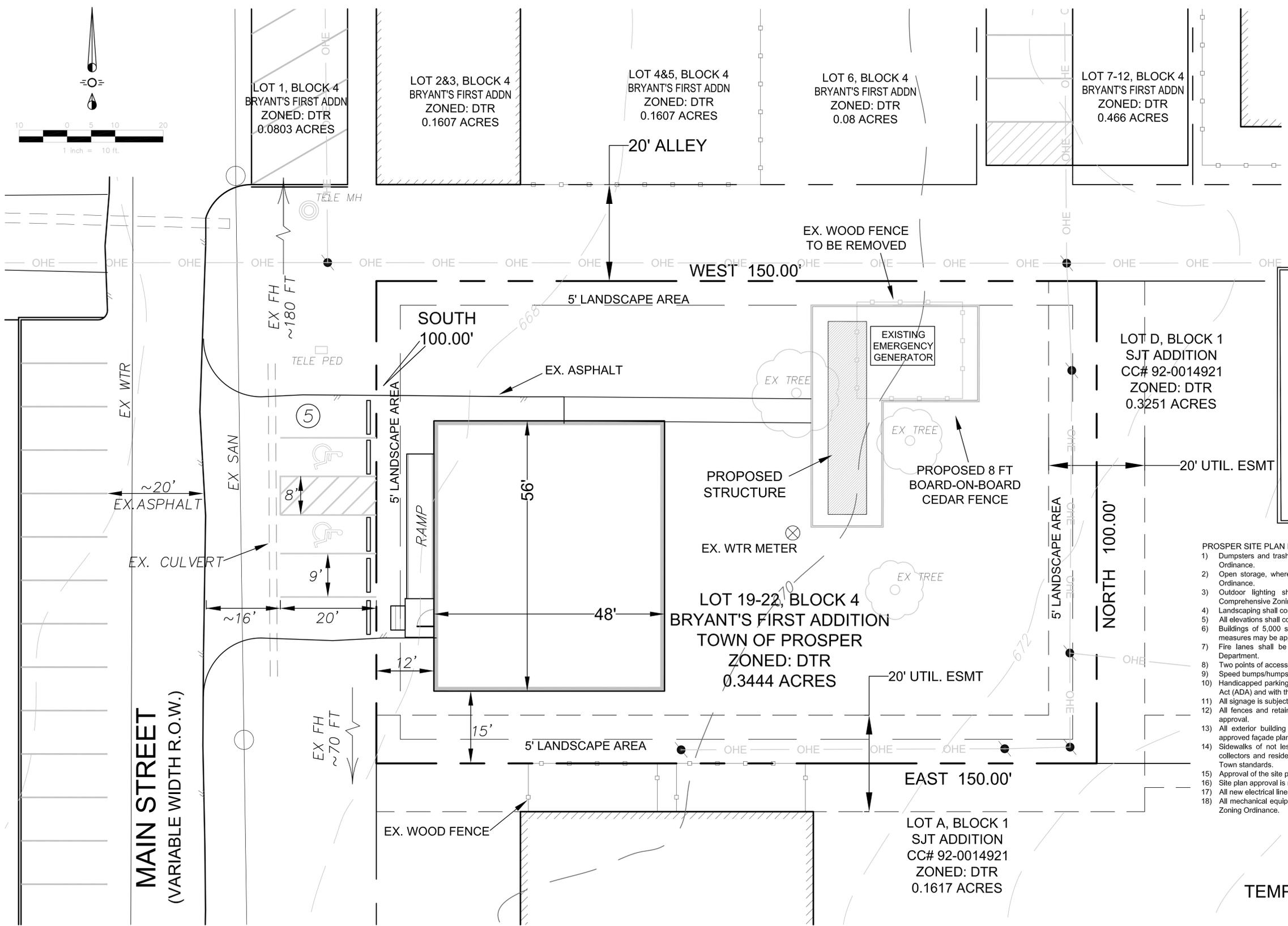
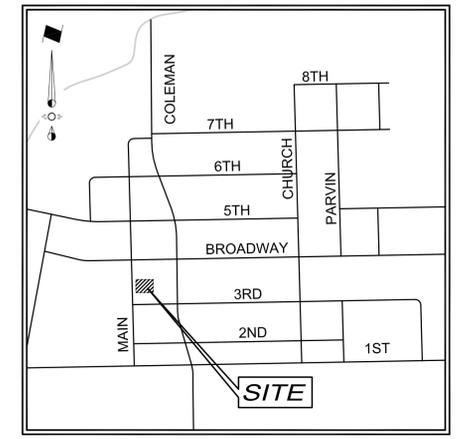
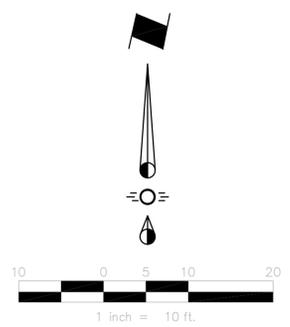


ROSEBRIAR PROSPER PLAZA, LP
 P.O. BOX 541208
 DALLAS, TX 75734
 (214) 902-2287

CROSSPOINT ENGINEERING, LLC
 5620 OLD BULLARD RD., STE 130
 TYLER, TX 75703
 (903) 705-4416

PROSPER PLAZA
 JEREMIAH HORN SURVEY
 ABSTRACT NO. 411





SITE DATA SUMMARY

1. ZONING: DOWNTOWN RETAIL (DTR)
2. PROPOSED USE: MUNICIPAL OFFICES
3. LOT AREA: 0.3444 ACRES
4. BUILDING AREA: 2688 SF (EXISTING)
320 SF (PROPOSED)
5. BUILDING HEIGHT: 16' (EXISTING)
8'-7" (PROPOSED)
6. LOT COVERAGE: 20.0%
7. FLOOR AREA RATIO: 0.18
8. TOTAL PARKING REQUIRED: 4
9. TOTAL PARKING PROVIDED: 5 (INCL 1 H.C. PARKING)
10. INTERIOR LANDSCAPING PROVIDED: N/A
11. SQ. FOOTAGE OF IMPERVIOUS SURFACE: 3,428.3 SF
12. OPEN SPACE REQUIRED: 2,688 X 7% = 188 SF
13. OPEN SPACE PROVIDED: 10,000 SF

- PROSPER SITE PLAN NOTES**
- 1) Dumpsters and trash compactors shall be screened in accordance with the Comprehensive Zoning Ordinance.
 - 2) Open storage, where permitted, shall be screened in accordance with the Comprehensive Zoning Ordinance.
 - 3) Outdoor lighting shall comply with the lighting and glare standards contained within the Comprehensive Zoning Ordinance and Subdivision Regulation Ordinance.
 - 4) Landscaping shall conform to landscape plans approved by the town.
 - 5) All elevations shall comply with the standards contained within the Comprehensive 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 five (5') in width along collectors and 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 Town Engineer.
 - 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 Comprehensive Zoning Ordinance.

SITE PLAN
 FOR
TEMPORARY MUNICIPAL OFFICES
PHASE TWO
 BLOCK 4, LOTS 19-22
 BRYANT'S FIRST ADDITION
 0.344 ACRE TRACT
 TOWN OF PROSPER, COLLIN COUNTY, TEXAS

20240815-10000018 4/13/24
 20240815-10000018 4/13/24
 20240815-10000018 4/13/24



PLANNING

To: Mayor and Town Council
From: John Webb, AICP, Director of Development Services
Through: Harlan Jefferson, Town Manager
Re: Town Council Meeting – July 12, 2016

Agenda Item:

Conduct a Public Hearing, and consider and act upon a request for a Special Purpose Sign District for Windsong Ranch Marketplace, on 46.6± acres, located on the northeast corner of US 380 and Gee Road. (MD16-0002).

History:

At the May 10, 2016, June 14, 2016, and July 12, 2016, meetings, the Town Council tabled this item per the applicant's request.

Description of Agenda Item:

The applicant has requested this item be tabled and the Public Hearing continued to the August 9, 2016, Town Council meeting, as outlined in the attached letter.

Attachments:

1. Tabling Request Letter

Town Staff Recommendation:

Town staff recommends this item be tabled and the Public Hearing continued to the August 9, 2016, Town Council meeting.

Proposed Motion:

I move to table this item and continue the Public Hearing to the August 9, 2016, Town Council meeting.



July 5, 2016

Alex Glushko
Town of Prosper
409 E. First Street
Prosper, Texas 75078

RE: Windsong Ranch Marketplace – Sign Package

Dear Alex

Please accept this letter a request table the above item from the City Council Agenda on July 12, 2016. After feedback from the Executive Development Team we will resubmit a sign package that has been discussed with Terra Verde and has some of the comments incorporated from the EDT.

We would like to postpone until the August 9, 2016 meeting.

Thanks

D. Parks

Dorothy Parks

Cc: Tommy Reynolds



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 12, 2016

Agenda Item:

Conduct a Public Hearing, and consider and act upon an ordinance for a variance to a Special Purpose Sign District for the Gates of Prosper, on 93.0± acres, located on the northeast corner of US 380 and Preston Road. (MD16-0007).

Description of Agenda Item:

On April 12, 2016, the Town Council adopted an ordinance for a Special Purpose Sign District for the Gates of Prosper. Since adoption of the ordinance the applicant has determined that the original request for increased wall sign height on two of the buildings (Dick's Sporting Goods and Field & Stream) is not of sufficient height for the proposed tenants, and is seeking a variance to allow for a further increase to the wall sign height allowance.

Specifically, as shown on the originally approved Exhibit D-22, the applicant received approval to increase the wall sign height on the front of the building from 5' to 9'. As shown on proposed Exhibit D-22.1, the applicant is proposing to increase the wall sign height from 9' to 30', 1" for Field & Stream and from 9' to 15'-0.25" for Dick's Sporting Goods to allow for their typical corporate identification. As shown on Exhibit D-22.2, the applicant is also proposing to allow for an increase in wall sign height on the rear of the building from 5' to 9' for Dick's Sporting Goods and from 5' to 7'-4" for Field & Stream. Rear signage was not originally included in the previously approved Special Purpose Sign District.

Due to the magnitude of the development the request for increased wall sign height appears to be appropriate.

Legal Obligations and Review:

Notification was provided to neighboring property owners as required by the Sign Ordinance. Town staff has not received any Public Hearing Notice Reply Forms.

Attachments:

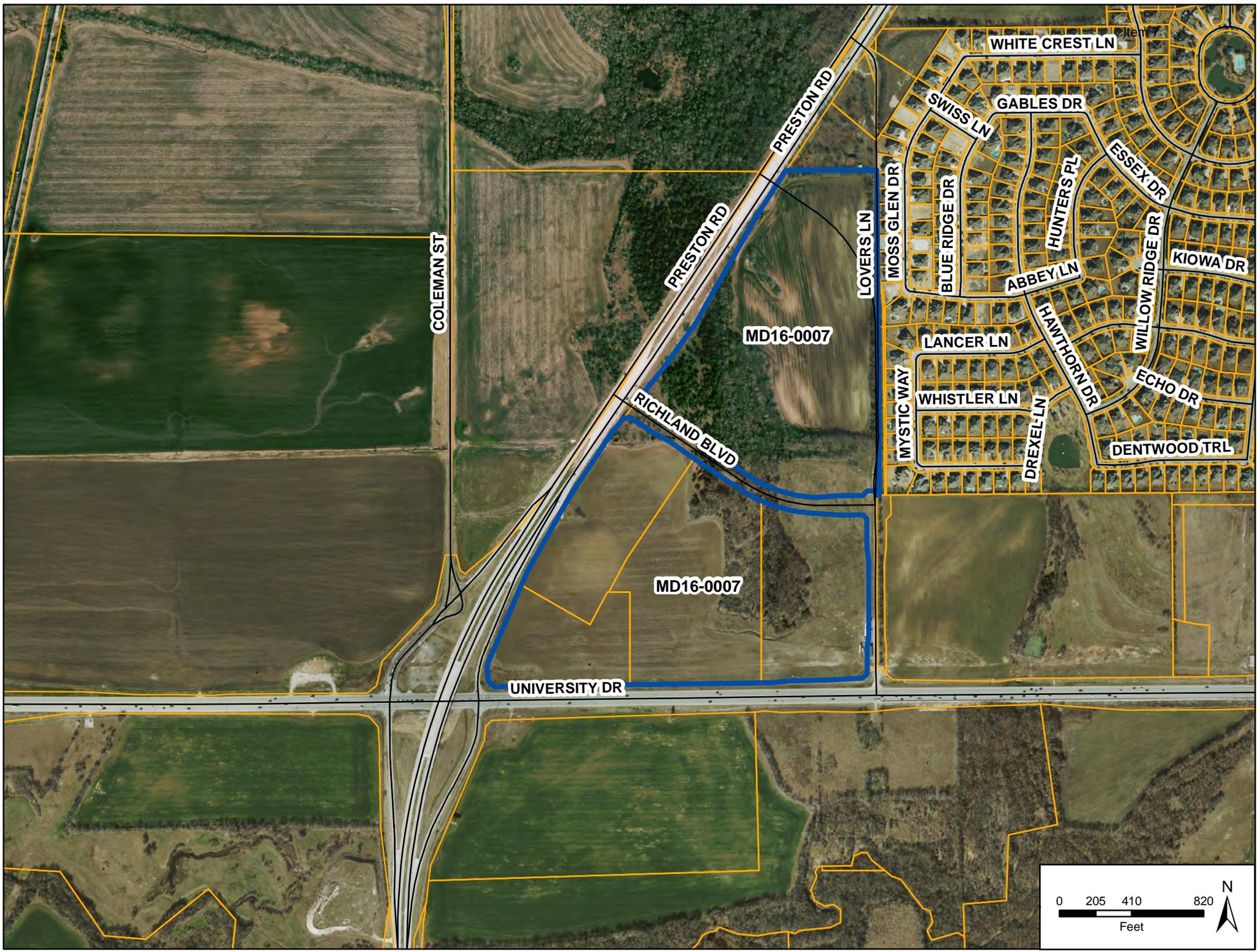
1. Location Map
2. Ordinance
3. Originally approved Exhibit D-22
4. Proposed Exhibit D-22

Town Staff Recommendation:

Town staff recommends that the Town Council approve an ordinance for a variance to a Special Purpose Sign District for the Gates of Prosper, on 93.0± acres, located on the northeast corner of US 380 and Preston Road.

Proposed Motion:

I move to approve an ordinance for a variance to a Special Purpose Sign District for the Gates of Prosper, on 93.0± acres, located on the northeast corner of US 380 and Preston Road.



COLEMAN ST

PRESTON RD

MD16-0007

RICHLAND BLVD

MD16-0007

UNIVERSITY DR

LOVERS LN

MOSS GLEN DR

BLUE RIDGE DR

WHITE CREST LN

GABLES DR

SWISS LN

HUNTERS PL

ESSEX DR

KIOWA DR

WILLOW RIDGE DR

LANCER LN

WHISTLER LN

ECHO DR

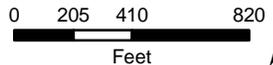
DENTWOOD TRL

MYSTIC WAY

DREXEL LN

HAWTHORN DR

Item 7



TOWN OF PROSPER, TEXAS

ORDINANCE NO. 16-__

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, ADOPTING AND APPROVING A VARIANCE TO ORDINANCE NO. 16-23, SPECIAL PURPOSE SIGN DISTRICT-4, PURSUANT TO SECTION 3.14.012 OF THE TOWN'S CODE OF ORDINANCES, AS AMENDED, FOR 92.999 ACRES OF LAND, MORE OR LESS, COMMONLY KNOWN AS THE GATES OF PROSPER; MAKING FINDINGS; 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, Section 3.14.012 of the Town's Code of Ordinances, as amended, provides for the approval by the Town Council of the Town of Prosper, Texas (the "Town Council"), of a special district that exclusively addresses sign regulations; and

WHEREAS, the special district, if approved by the Town Council, is designated a Special Purpose Sign District ("SPSD"), and in general, the purposes of an SPSP are to (1) promote consistency among signs within a development, thus creating visual harmony between signs, buildings, and other components of the property; (2) enhance the compatibility of signs with the architectural and site design features within a development; (3) encourage signage that is in character with planned and existing uses, thus creating a unique sense of place; and (4) encourage multi-tenant commercial uses to develop a unique set of sign regulations in conjunction with development standards; and

WHEREAS, an application has been submitted to the Town for a SPSP for 92.999 acres of land, more or less ("the Property"), commonly known as The Gates of Prosper, generally located on the northeast corner of US Highway 380 and Preston Road in the Town; and

WHEREAS, the proposed SPSP consists of signage for The Gates of Prosper, which was approved by the Town Council on July 12, 2016; and

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

WHEREAS, the Town Council has further investigated and determined that it will be advantageous and beneficial to Prosper and its inhabitants to adopt a SPSP on the aforementioned property, subject to the terms and conditions as set forth herein.

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

There is hereby created and approved a Special Purpose Sign District on the Property. All signage on the Property, more particularly described in Exhibit A, attached hereto and incorporated herein for all purposes as if set forth verbatim, shall be subject to the Statement of Intent and Purpose, attached hereto as Exhibit B and incorporated by reference, the Sign Coordination Plan, attached hereto as Exhibit C and incorporated by reference, the detailed elevations, attached hereto as Exhibits D-1 through D-24, the Sign Schedule, attached hereto as Exhibit E and incorporated by reference. Any signage not specifically addressed in the attachments to this Special Purpose Sign District Ordinance shall comply with the Town's Sign Ordinance, contained in Article 3.14, "Signs," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances, as amended.

SECTION 3

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

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 signage that is not in conformity with this Ordinance.

SECTION 5

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Five Hundred (\$500.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Town from filing suit to enjoin the violation. The Town retains all legal rights and remedies available to it pursuant to local, state and federal law.

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. 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

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

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 12TH DAY OF JULY, 2016.

Ray Smith, Mayor

ATTEST:

Robyn Battle, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A - METES & BOUNDS

Block A

BLOCK A DESCRIPTION

BEING a tract of land situated in the Ben Renison Survey, Abstract No. 755, Town of Prosper, Collin County, Texas and being out of a called 99.963 acre tract conveyed to them by 183 Land Corporation, described as Tract 1 in the Correction Deed recorded under instrument number 20130130000132260, Official Records of Collin County, Texas, same being all of Gates of Prosper Phase 1, Block A, Lots 1-4, an addition to the Town of Prosper, Texas, according to the Conveyance Plat, recorded in Volume 2015, Page 527 of the Plat Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap found in County Road No. 73, at the eastern-most southeast corner of said 99.963 acre tract, common to the western-most southwest corner of a tract of land described in the deed to Grace Tsai Hage Trust, et al, recorded in Instrument No. 201217001602890, said Official Records, and on the northerly right-of-way of U.S. Highway No. 380 (University Drive);

THENCE South 46°48'04" West, along the southerly line of said 99.963 acre tract, and along the northerly right-of-way line of U.S. Highway No. 380, a distance of 111.31 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner at the northeast corner of a called 0.6708 acre tract of land described in the right-of-way deed to State of Texas, recorded in Volume 3412, Page 385, said Official Records;

THENCE along the southerly line of said 99.963 acre tract, and along the northerly line of said 0.6708 acre tract, and along the northerly right-of-way line of U.S. Highway No. 380, the following four (4) calls:

1. South 86°38'57" West, a distance of 219.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;
2. South 89°11'09" West, a distance of 200.01 feet to an aluminum TxDOT monument found for corner;
3. South 83°32'32" West, a distance of 100.57 feet to an aluminum TxDOT monument found for corner;
4. South 89°12'45" West, a distance of 1576.35 feet to an aluminum TxDOT monument found for corner at the intersection of the northerly right-of-way line of U.S. Highway No. 380 and the easterly right-of-way line of State Highway No. 289 (Preston Road);

THENCE along the westerly line of said 99.963 acre tract, and along the easterly right-of-way line of State Highway No. 289, the following six (6) courses:

1. North 45°26'48" West, a distance of 49.99 feet to an aluminum TxDOT monument found for corner;

2. North 1°38'18" West, a distance of 88.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;
3. North 23°01'45" East, a distance of 580.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;
4. North 29°23'45" East, a distance of 603.09 feet to a 5/8 inch iron rod found for corner;
5. North 33°39'20" East, a distance of 199.38 feet to a 5/8 inch iron rod found for corner;
6. North 38°20'42" East, a distance of 386.24 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

THENCE departing the westerly line of said 99.963 acre tract, and the westerly right-of-way line of State Highway No. 289, and crossing said 99.963 acre tract, the following ten (10) courses:

1. South 8°51'01" East, a distance of 33.98 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;
2. South 56°02'43" East, a distance of 117.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the right having a central angle of 7°59'40", a radius of 526.00 feet, a chord bearing and distance of South 52°02'54" East, 73.33 feet;
3. In a southeasterly direction, with said curve to the right, an arc distance of 73.39 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a reverse curve to the left having a central angle of 7°59'40", a radius of 503.00 feet, a chord bearing and distance of South 52°02'54" East, 70.13 feet;
4. In a southeasterly direction, with said curve to the left, an arc distance of 70.18 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;
5. South 56°02'43" East, a distance of 466.24 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the left having a central angle of 31°13'30", a radius of 755.00 feet, a chord bearing and distance of South 71°39'28" East, 406.39 feet;
6. In a southeasterly direction, with said curve to the left, an arc distance of 411.46 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

7. North 86°05'34" East, a distance of 147.71 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;
8. North 89°30'44" East, a distance of 125.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;
9. North 44°30'39" East, a distance of 35.35 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;
10. North 89°30'44" East, a distance of 53.71 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the easterly line of said 99.963 acre tract in County Road No. 73;

THENCE South 0°05'38" East, along the easterly line of said 99.963 acre tract and along or near the center of County Road No. 73, passing en route at a distance of 25.00 feet the northwest corner of said Grace Tsai Hage Trust tract, and continuing on said course along the westerly line of said Grace Tsai Hage Trust tract, a total distance of 987.75 feet to the **POINT OF BEGINNING** and containing 56.959 acres (2,481,135 square feet) of land, more or less.

Bearings described hereon are based upon the northerly line of U. S. Highway 380 as depicted on Gates of Prosper Phase 1, Block A, Lots 1-4, an addition to the Town of Prosper, Texas, according to the Conveyance Plat, recorded in Volume 2015, Page 527 of the Plat Records of Collin County, Texas, said bearing being South 89°12'45" West.

Michael B. Marx 3/7/16
 Michael B. Marx
 Registered Professional Land Surveyor No. 5181
 Kimley-Horn and Associates, Inc.
 5750 Genesis Court, Suite 200
 Frisco, Texas 75034
 Ph. 972-335-3580
 michael.marx@kimley-horn.com



Block B**BLOCK B DESCRIPTION**

BEING a tract of land situated in the Ben Renison Survey, Abstract No. 755, Town of Prosper, Collin County, Texas and being a portion of a called 99.963 acre tract conveyed to them by 183 Land Corporation, described as Tract 1 in the Correction Deed recorded under instrument number 20130130000132260, Official Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found on the westerly line of said 99.963 acre tract, for the northwest corner of Gates of Prosper Phase 1, an addition to the Town of Prosper, Texas, according to the Conveyance Plat recorded in Volume 2015, Page 527, Plat Records of Collin County, Texas, same being the intersection of the northerly right of way line of Richland Boulevard, a variable width right of way, as created in said Gates of Prosper Phase 1 with the easterly right of way line of State Highway 289 (Preston Road), a variable width right of way;

THENCE along the westerly line of said 99.963 acre tract, and along the easterly right-of-way line of State Highway No. 289 (Preston Road), the following four (4) courses:

1. North 38°20'42" East, a distance of 216.03 feet to a wooden TxDOT monument found for a corner;
2. North 35°50'06" East, a distance of 303.46 feet to a wooden TxDOT monument found for a corner;
3. North 29°40'44" East, a distance of 698.94 feet to a wooden TxDOT monument found for a corner;
4. North 32°32'25" East, a distance of 289.18 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner, from which a wooden TxDOT monument found for a corner bears North 32°32'25" East, 110.88 feet;

THENCE South 11°38'48" East, departing the westerly line of said 99.963 acre tract, the easterly right of way line of said State Highway No. 289 (Preston Road), and crossing said 99.963 acre, a distance of 35.85 feet a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

THENCE South 55°50'01" East, continuing across said 99.963 acre tract, a distance of 125.00 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set for a corner;

THENCE South 51°36'24" East, continuing across said 99.963 acre tract, a distance of 150.39 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 35°10'43", a radius of 845.00 feet, a chord bearing and distance of South 35°20'27" East, 510.70 feet;;

THENCE in a southerly direction, continuing across said 99.963 acre tract, and along the arc of said curve to the right, an arc distance of 518.81 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" set in County Road No. 73 for the end of said curve, same being on the easterly line of said 99.963 acre tract;

THENCE South 00°05'38" East, along the easterly line of said 99.963 acre tract and generally along said County Road No. 73, a distance of 1190.14 feet to a 5/8-inch iron rod with a red plastic cap, stamped "KHA" found for the northeast corner of aforesaid Gates of Prosper Phase 1;

THENCE South 89°30'44" West, departing the easterly line of said 99.963 acre tract, said County Road No. 73, along the northerly line of said Gates of Prosper Phase 1, a distance of 53.71 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner on the northerly line of aforesaid Richland Boulevard;

THENCE in a westerly direction, along the northerly right of way line of said Richland Boulevard, the following nine (9) courses:

1. South 44°30'39" West, continuing across said 99.963 acre tract, a distance of 53.71 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner;
2. South 89°30'44" West, continuing across said 99.963 acre tract, a distance of 125.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner;
3. South 86°05'34" West, continuing across said 99.963 acre tract, a distance of 147.71 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a non-tangent curve to the right having a central angle of 31°13'30", a radius of 755.00 feet, a chord bearing and distance of North 71°39'28" West, 406.39 feet;
4. In a northwesterly direction, with said curve to the right, an arc distance of 411.46 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner;
5. North 56°02'43" West, continuing across said 99.963 acre tract, a distance of 466.24 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner at the beginning of a tangent curve to the right having a central angle of 07°59'40", a radius of 503.00 feet, a chord bearing and distance of North 52°02'54" West, 70.13 feet;
6. In a northwesterly direction, with said curve to the right, an arc distance of 70.18 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the point of reverse curvature of a curve to the left having a central angle of 7°59'40", a radius of 526.00 feet, a chord bearing and distance of North 52°02'54" West, 73.33 feet;

7. In a northwesterly direction, with said curve to the left, an arc distance of 73.39 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner;
8. North 56°02'43" West, a distance of 117.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner;
9. North 08°51'01" West, a distance of 33.98 feet to the **POINT OF BEGINNING** and containing 36.040 acres (1,569,882 square feet) of land, more or less.

Bearings described hereon are based upon the northerly line of U. S. Highway 380 as depicted on Gates of Prosper Phase 1, Block A, Lots 1-4, an addition to the Town of Prosper, Texas, according to the Conveyance Plat, recorded in Volume 2015, Page 527 of the Plat Records of Collin County, Texas, said bearing being South 89°12'45" West.

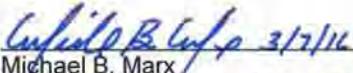

Michael B. Marx
Registered Professional Land Surveyor No. 5181
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Ph. 972-335-3580
michael.marx@kimley-horn.com



EXHIBIT B - Statement of Intent and Purpose

PURPOSE

The purpose and intent of this Tenant Sign Standards is to create a graphic environment that is individual and distinctive in identity for the Tenant and also compatible with other signs within the shopping center. The total concept should give an impression of quality, professionalism, and instill a good business image. Lettering shall be well-proportioned and its design, spacing and legibility shall be a major criterion for approval.

The following specifications are to be used for the design of your sign; however, in all cases, final written approval must be obtained from the Landlord prior to submitting the design to the applicable entity having jurisdiction over the Project, manufacturing the signage, or installing of any signage. Landlord shall make all final and controlling determinations concerning any questions of interpretations of this sign policy. Tenant shall not be allowed to open for business without approved required signs in place. Failure to open for this reason shall not excuse the Tenant from the performance of its obligations under the Lease.

The following is for The Gates of Proper project identifying deviations from, Town of Prosper, (Regulations of Signs; Ordinance Number 10-010; Updated June 26, 2012).\

PROPOSED DEVIATIONS

1. Currently the Comprehensive Sign Plan allows for a total of 16 Type "A" and Type "B" signs, equal to the number of lots in this phase of development.

We respectfully request consideration to amend the Comprehensive Sign Plan to allow two additional Type "A" Monument Signs.

Reason 1: Per the Comprehensive Sign Plan, Lot 3, Block B has one Type "A" sign located at the far south end of the site along Richland Blvd. The Type "A" sign along Richland Blvd. is approximately 1,400 ft. from the north end of the site along Preston Rd., and is not visible from this location. Lot 3, Block B will have between 10-15 major retail tenants who require signage and visibility from the major thoroughfares and entrances into the site. Adding an additional Type "A" sign along Preston Road will maximize tenant signage and visibility from any direction of travel. (See attached Exhibit C)

Reason 2: Per the Comprehensive Sign Plan, Lot 4, Block A has one Type "B" sign located at the far south end of the site along Hwy. 380. The Type "B" sign along Hwy 380 is approximately 750 feet from Richland Blvd. at the north end of the site and is not visible from that location. We are requesting an additional Type "A" sign at the north end of the site along Richland Blvd. Lot 4, Block A will also have several anchor tenants who require signage and visibility from the major thoroughfares and entrances into the site. Adding an additional Type "A" sign along Richland Blvd. will maximize tenant signage and visibility from any direction of travel. (See attached Exhibit C)

2. Currently the Comprehensive Sign Plan allows for Anchor Tenants to have wall signage up to 5' in height.

We respectfully request consideration to amend the Comprehensive Sign Plan to allow wall signage up to 9' in height for Anchor Tenants in specific locations as shown on the attached Exhibit C.

Reason: The Anchor Tenants in the indicated locations are significant in building footprint size and in building height. Limiting the size of the wall sign to 5' at these locations is disproportionate to the scale of the building façade and not easily visible from the approach roads. A maximum of 9' is more in proportion with the building and is easier for a driving consumer to read.

This is a major development in a wider regional trade area. It is important for the long term success of the individual tenants as well as the development to make it easy and intuitive for the customer to find their destination during the approach to and travel within the development. Appropriate signage size, location and design all contribute to the first impression and overall long term success.

EXHIBIT C Sign Coordination Plan

18 SIGNS TOTAL
16 LOTS TOTAL

REQUEST EXCEEDED
BY 2 SIGNS



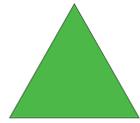
TYPE A @ 12'-0"
 - UNIFIED DEVELOPMENT MONUMENT SIGN
 - PROVIDED **6 SIGNS**:
 D F G L O P

TYPE B @ 20'-0"
 - UNIFIED DEVELOPMENT MONUMENT SIGN
 - ALONG U.S HWY 380
 - PROVIDED **2 SIGNS**:
 Q R

TYPE C @ 8'-0"
 - MONUMENT SIGN
 - PROVIDED **10 SIGNS**:
 A B C E K M N

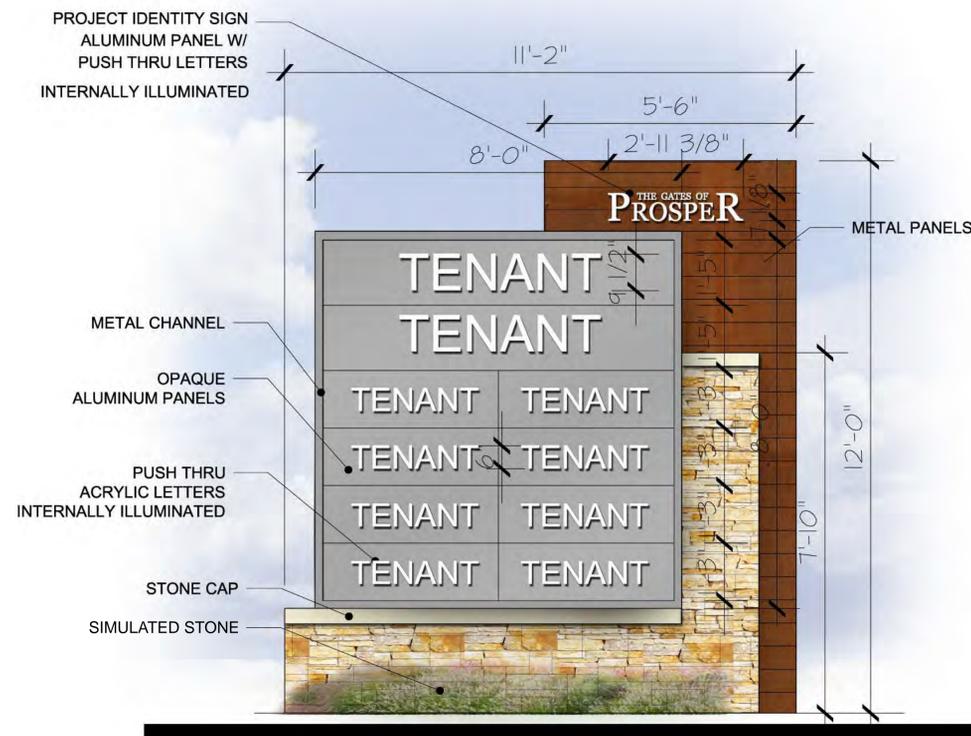
BUILDING HEIGHTS:

- 20+ Feet to 30 Feet
- 30+ Feet
- ANCHOR TENANT (Requested 9'-0" Max Signs)



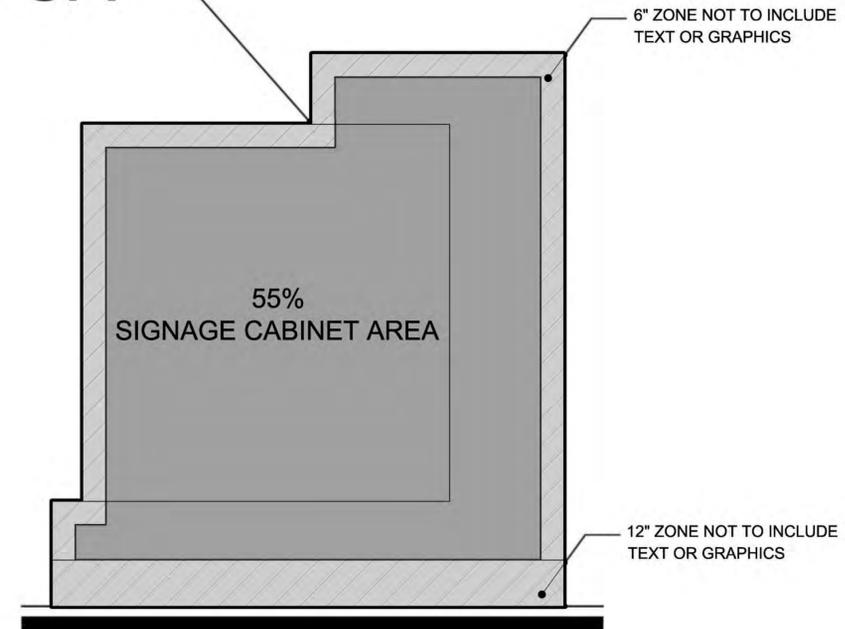
TYPE A - UNIFIED DEVELOPMENT MONUMENT SIGN PROVIDED 6 SIGNS

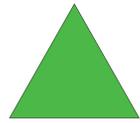
EXHIBIT D-1 Elevations / Sign Details



12' UNIFIED DEVELOPMENT
MONUMENT SIGN - 120 SF MAX

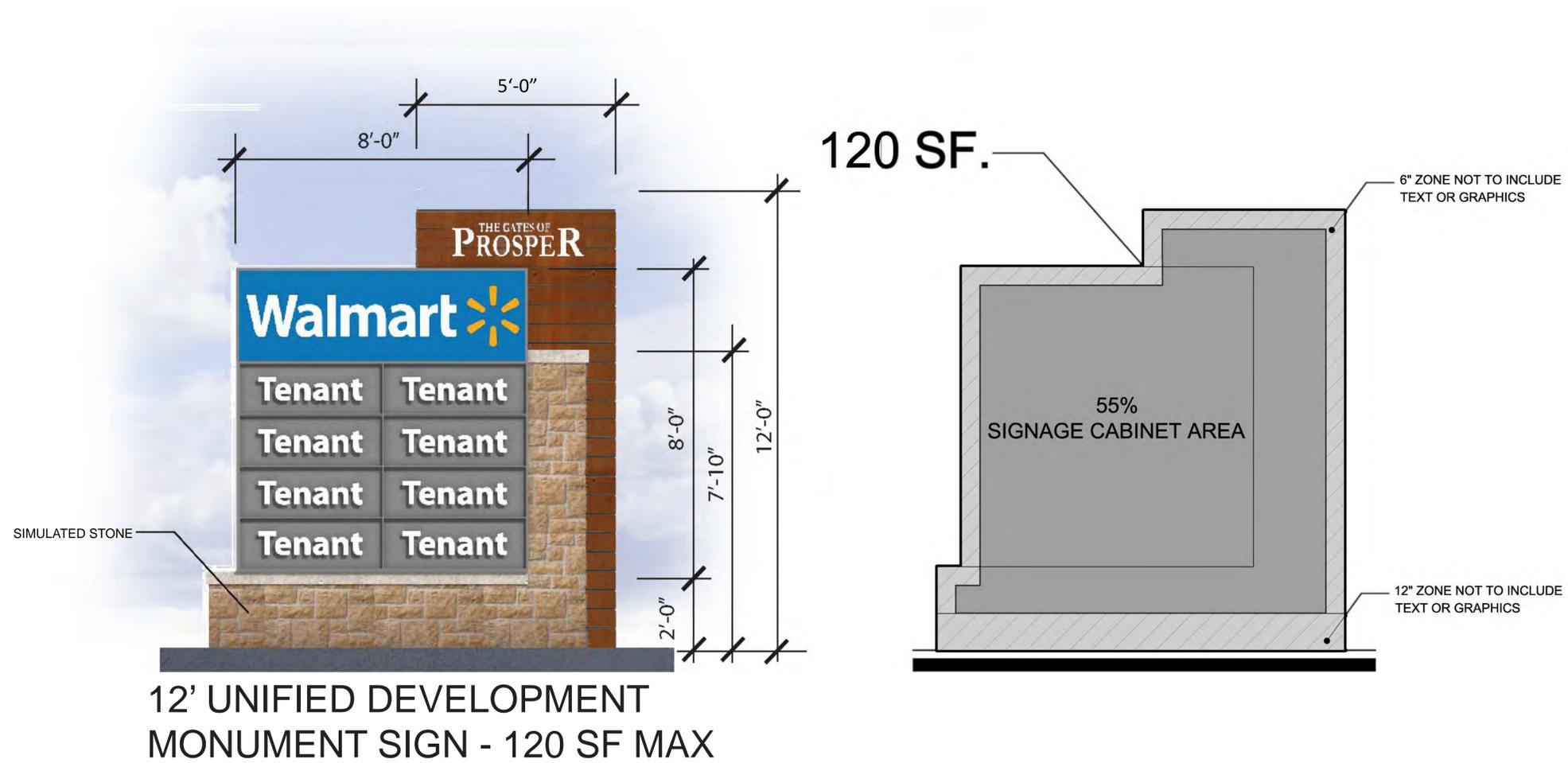
120 SF.

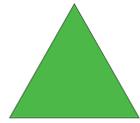




TYPE A - UNIFIED DEVELOPMENT MONUMENT SIGN

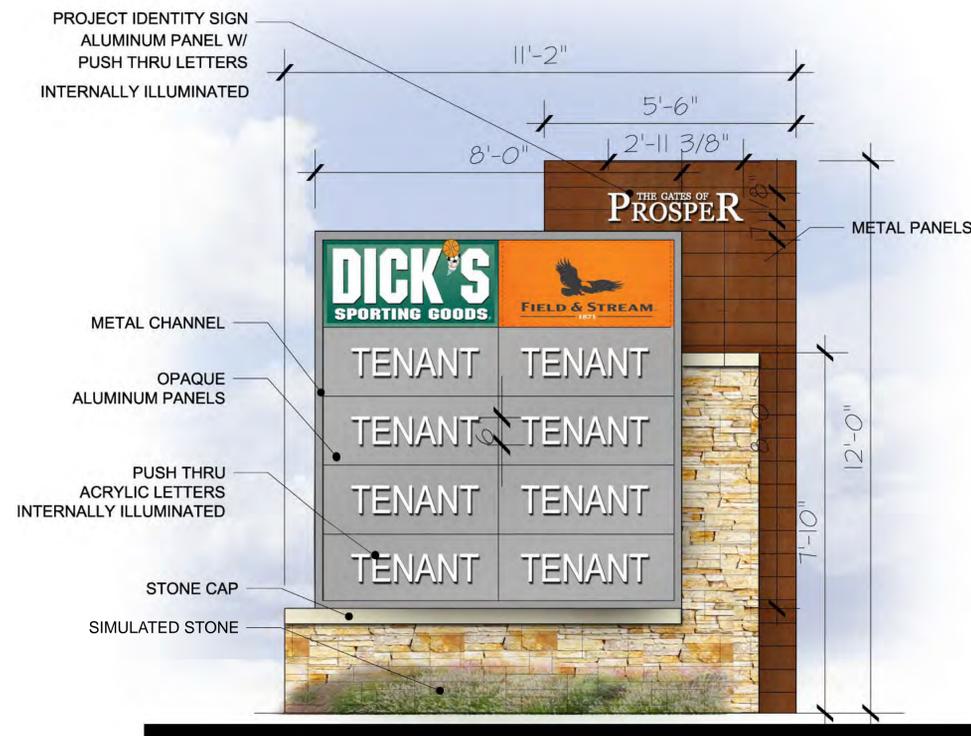
EXHIBIT D-2 Elevations / Sign Details





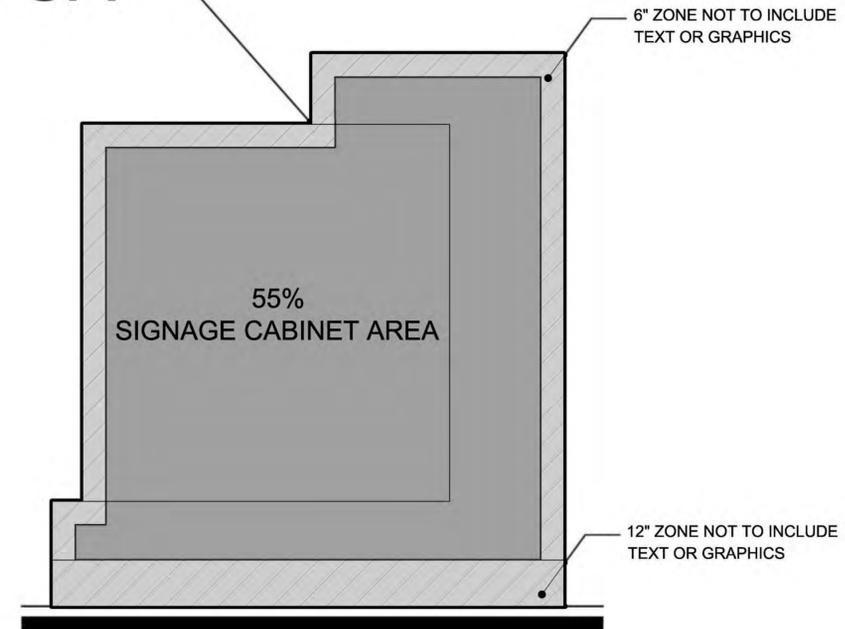
TYPE A - UNIFIED DEVELOPMENT MONUMENT SIGN PROVIDED 6 SIGNS

EXHIBIT D-3 Elevations / Sign Details



12' UNIFIED DEVELOPMENT
MONUMENT SIGN - 120 SF MAX

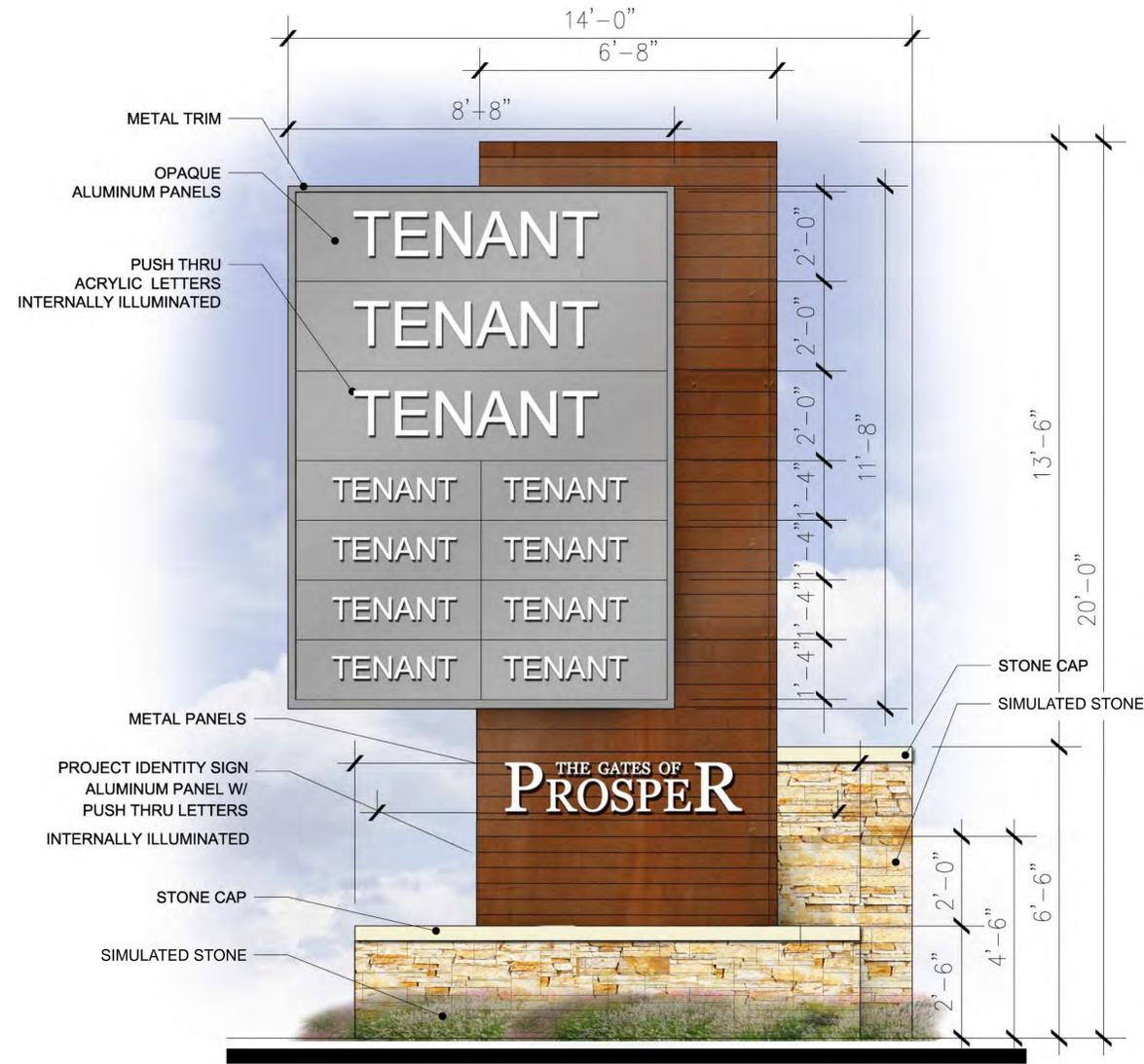
120 SF.





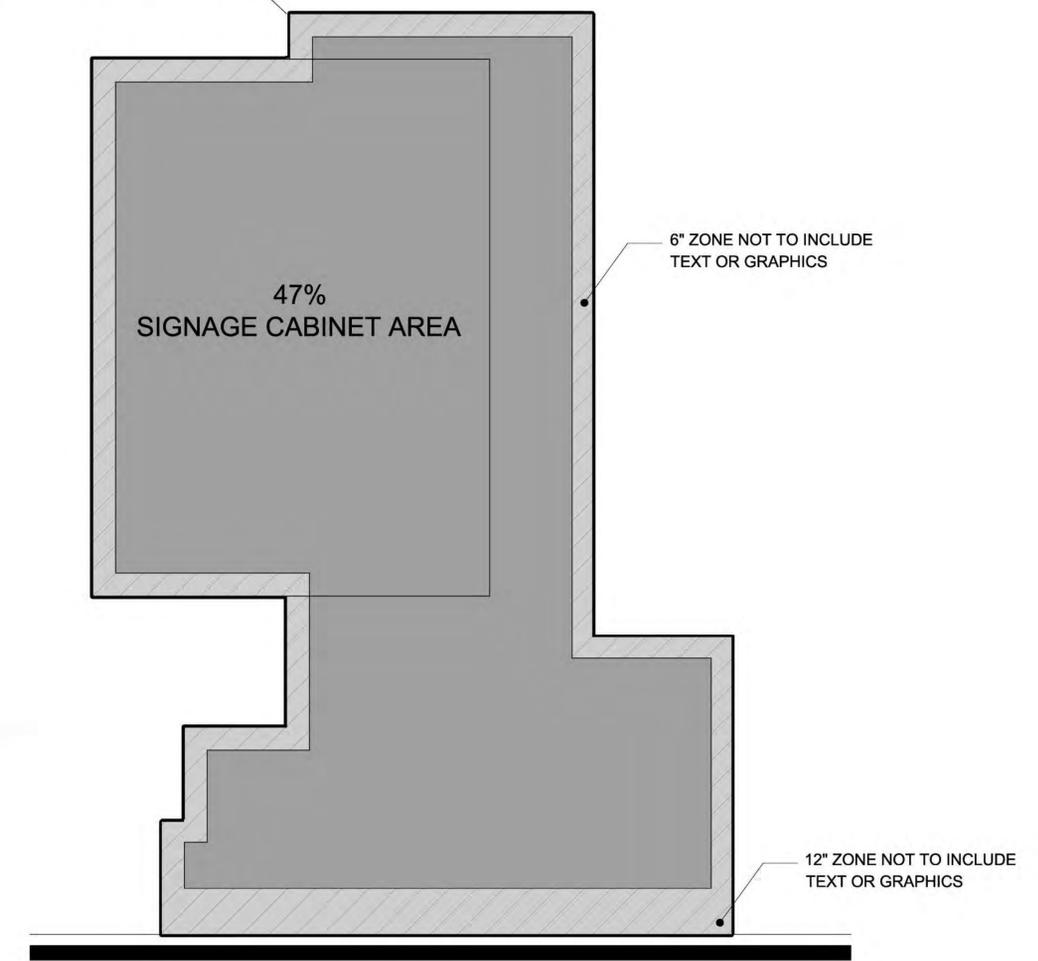
TYPE B - UNIFIED DEVELOPMENT MONUMENT SIGN PROVIDED 2 SIGNS

EXHIBIT D-4 Elevations / Sign Details



20' UNIFIED DEVELOPMENT
MONUMENT SIGN - 120 SF MAX

215 SF.





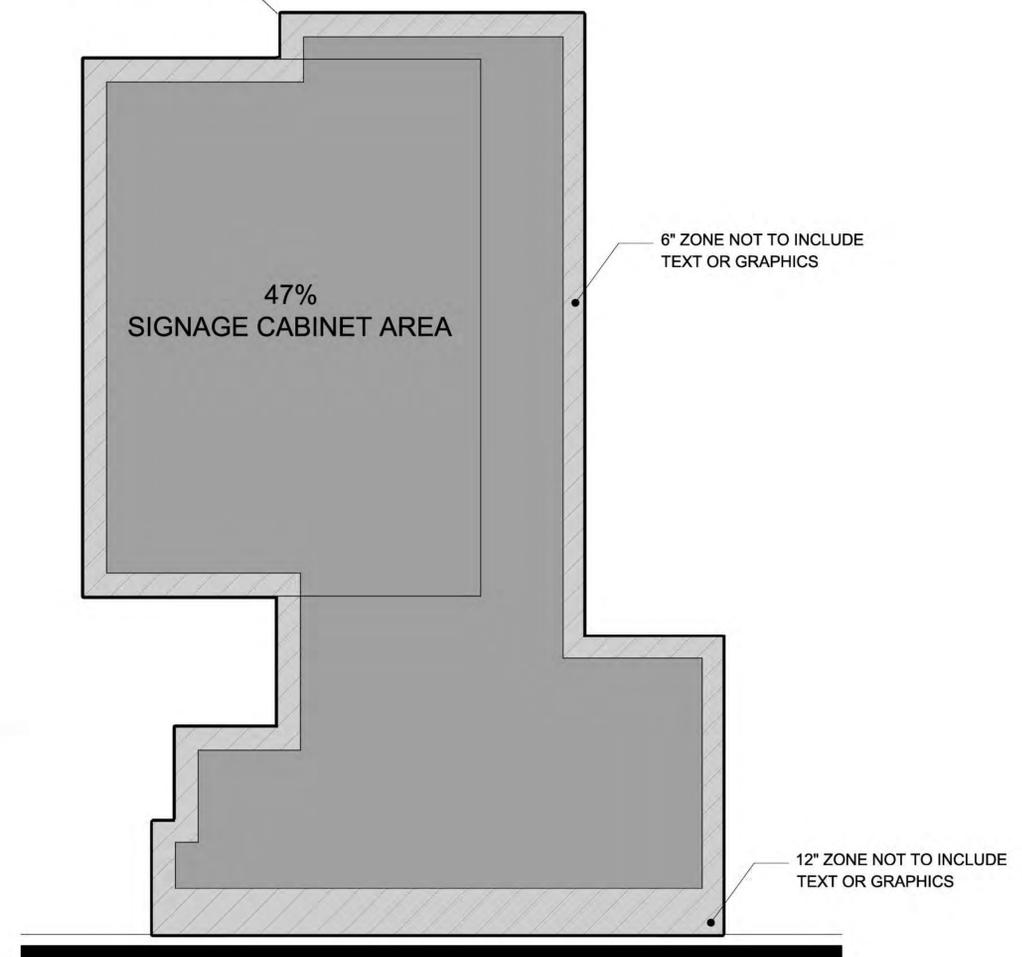
TYPE B - UNIFIED DEVELOPMENT MONUMENT SIGN

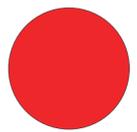
EXHIBIT D-5 Elevations / Sign Details



20' UNIFIED DEVELOPMENT MONUMENT SIGN - 120 SF MAX

215 SF.





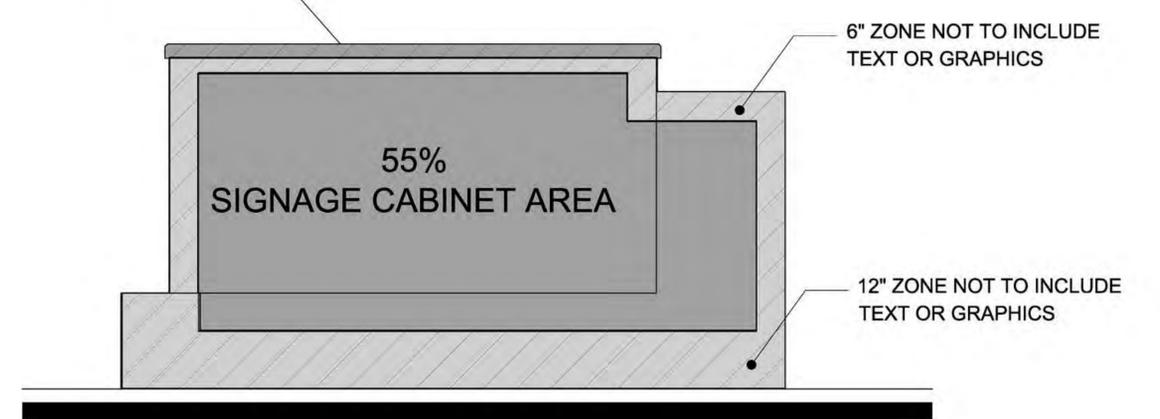
TYPE C - MONUMENT SIGN PROVIDED 10 SIGNS

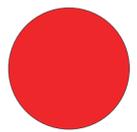
EXHIBIT D-6 Elevations / Sign Details



MONUMENT SIGN - 64 SF

64 SF.



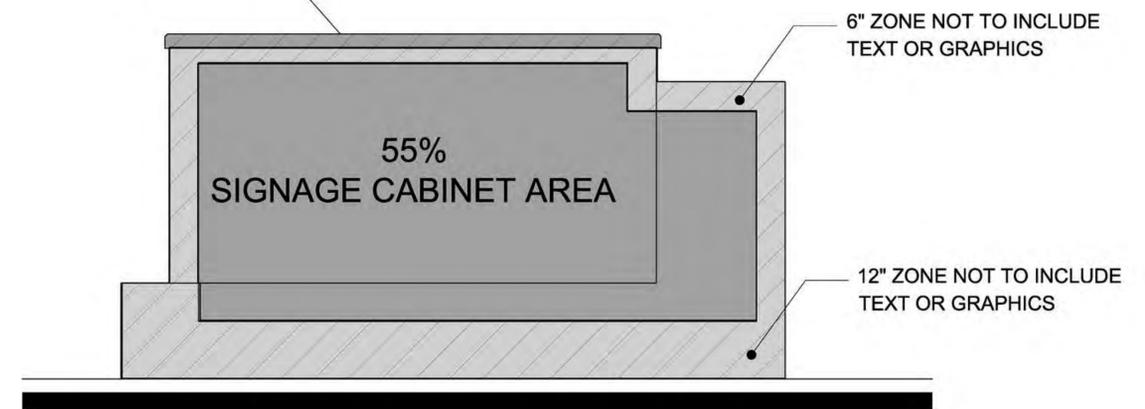


TYPE C - MONUMENT SIGN

EXHIBIT D-7 Elevations / Sign Details



64 SF.

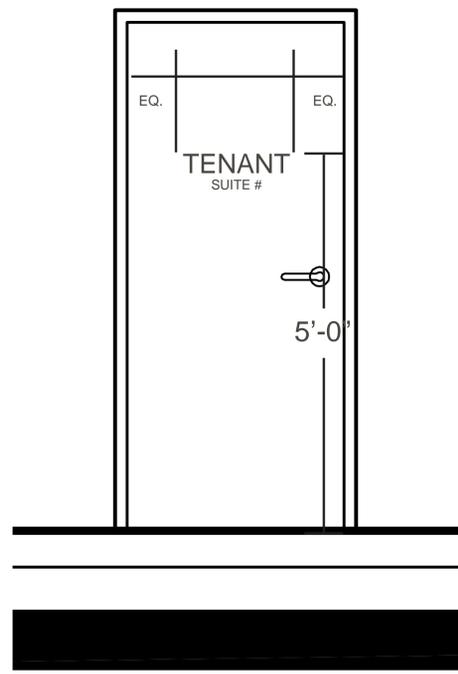
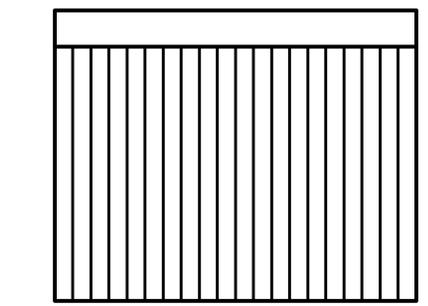


MONUMENT SIGN - 64 SF

Note that this type of monument sign is only permitted on the fuel center lot.

Per code, no deviations
For reference only

EXHIBIT D-8 Elevations / Sign Details



TYPEFACE:
ARIAL
Sherwin Williams
SW7675 Sealskin
RGB: R-73, G-69, B-64



TYPICAL REAR ENTRY SIGN - N.T.S.

TYPICAL REAR ENTRY LETTER DETAIL - N.T.S.

EXHIBIT D-9

Per code, no deviations.

Building elevations are for reference only.

Cannot exceed 50% wall length overall, if height of building is greater than 30 ft.

Cannot exceed 60% wall length overall, if height of building is between 20 to 30 ft.



WEST CONCEPT ELEVATION

Concept Elevation to identify sign area only.



SOUTH CONCEPT ELEVATION



KEYPLAN

EXHIBIT D-10

*Per code, no deviations.
 Building elevations are for reference only.
 Cannot exceed 50% wall length overall, if height of building is greater than 30 ft.*



SOUTH CONCEPT ELEVATION

Concept Elevation to identify sign area only.



KEYPLAN

EXHIBIT D-11

Per code, no deviations.
 Building elevations are for reference only.
 Cannot exceed 60% wall length overall, if height of building is between 20 to 30 ft.



WEST CONCEPT ELEVATION
 Concept Elevation to identify sign area only.



KEYPLAN

Per code, no deviations.
Building elevations are for reference only.
Cannot exceed 50% wall length overall, if height of building is greater than 30 ft.

EXHIBIT D-12



WEST CONCEPT ELEVATION

Concept Elevation to identify sign area only.



KEYPLAN

EXHIBIT D-13

Per code, no deviations.

Building elevations are for reference only.

Cannot exceed 50% wall length overall, if height of building is greater than 30 ft.



WEST CONCEPT ELEVATION

Concept Elevation to identify sign area only.



KEYPLAN

Per code, no deviations.
Building elevations are for reference only.
Cannot exceed 50% wall length overall, if height of building is greater than 30 ft.

EXHIBIT D-14



WEST CONCEPT ELEVATION
Concept Elevation to identify sign area only.



KEYPLAN

EXHIBIT D-15

*Per code, no deviations.
 Building elevations are for reference only.
 Cannot exceed 50% wall length overall, if height of building is greater than 30 ft.*



WEST CONCEPT ELEVATION

Concept Elevation to identify sign area only.



KEYPLAN

Per code, no deviations.
Building elevations are for reference only.
Cannot exceed 50% wall length overall, if height of building is greater than 30 ft.

EXHIBIT D-16



WEST CONCEPT ELEVATION

Concept Elevation to identify sign area only.



KEYPLAN

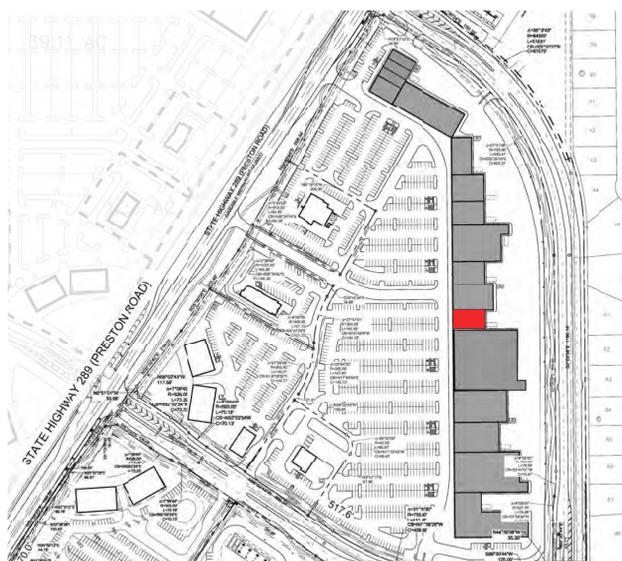
Per code, no deviations.
Building elevations are for reference only.
Cannot exceed 50% wall length overall, if height of building is greater than 30 ft.

EXHIBIT D-17



WEST CONCEPT ELEVATION

Concept Elevation to identify sign area only.



KEYPLAN

Per code, no deviations.
Building elevations are for reference only.
Cannot exceed 50% wall length overall, if height of building is greater than 30 ft.

EXHIBIT D-18



WEST CONCEPT ELEVATION
Concept Elevation to identify sign area only.



KEYPLAN

EXHIBIT D-19

Per code, no deviations.
 Building elevations are for reference only.
 Cannot exceed 50% wall length overall, if height of building is greater than 30 ft.



WEST CONCEPT ELEVATION
 Concept Elevation to identify sign area only.



KEYPLAN

Per code, no deviations.
Building elevations are for reference only.
Cannot exceed 50% wall length overall, if height of building is greater than 30 ft.

EXHIBIT D-20



WEST CONCEPT ELEVATION

Concept Elevation to identify sign area only.



KEYPLAN

Deviation from code:
Requested 9'-0" Letters for Anchor Tenants

EXHIBIT D-21

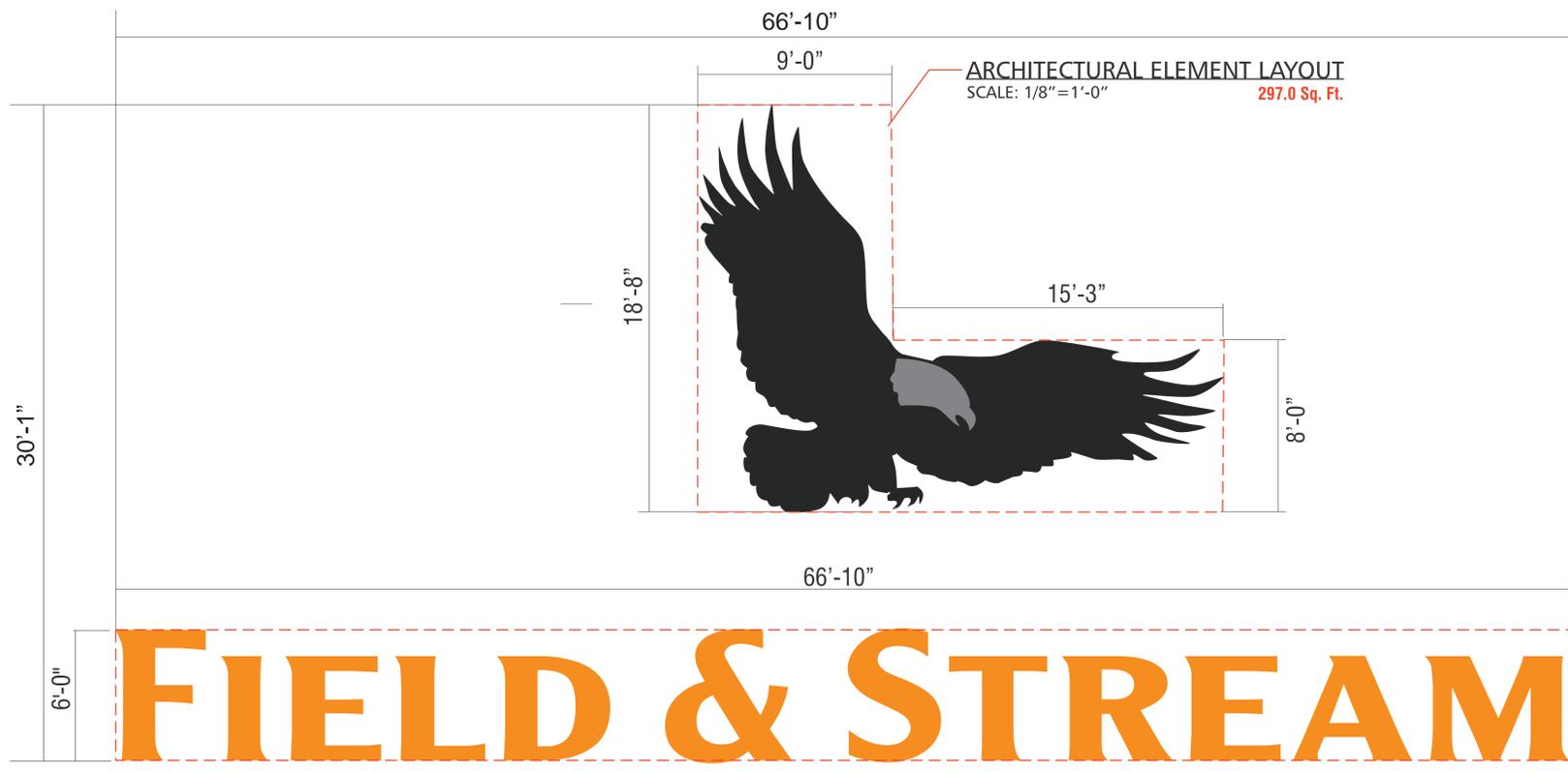


WEST CONCEPT ELEVATION

Concept Elevation to identify sign area only.



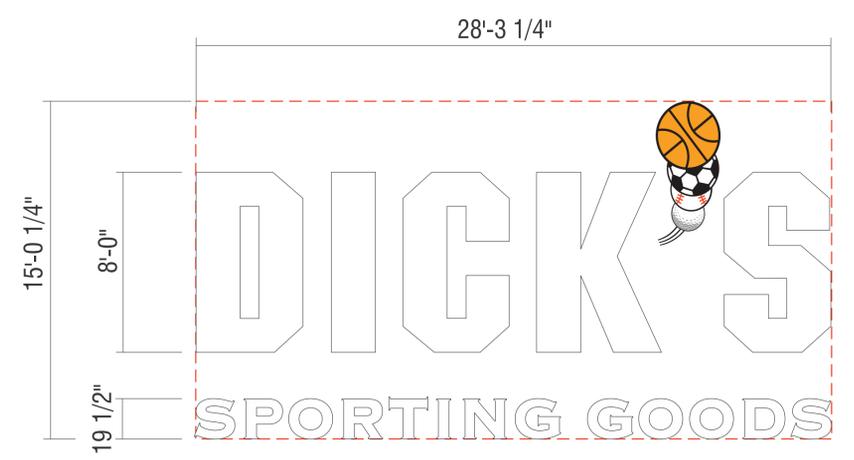
KEYPLAN



A FIELD & STREAM SIGN LAYOUT
SCALE: 1/8" = 1'-0" 400.99 Sq. Ft.

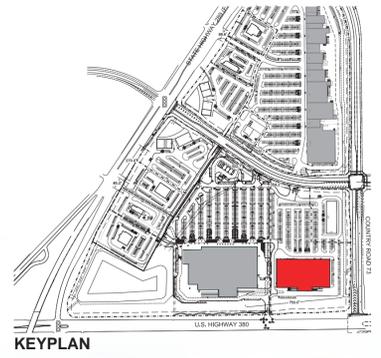
SIGN A Deviation from code:
Requested 30'-1" Letter for Anchor Tenants

EXHIBIT D-22.1



B DICK'S SPORTING GOODS SIGN LAYOUT
SCALE: 1/8" = 1'-0" 424.7 Sq. Ft.

SIGN B Deviation from code:
Requested 15'-1" Letter for Anchor Tenants

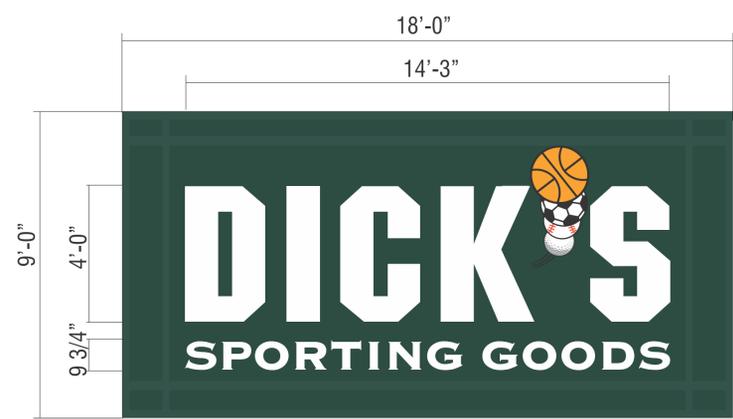


Front Elevation Exhibit
Scale: 1/32" = 1'-0"

TOTAL F & S SQUARE FOOTAGE - 729.4

TOTAL F & S SQUARE FOOTAGE - 424.7

EXHIBIT D-22.2



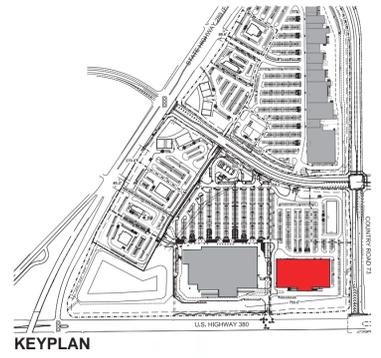
C DICK'S SPORTING GOODS SIGN LAYOUT
 SCALE: 3/16" = 1'-0" **162.0 Sq. Ft.**



D F & S CHANNEL LETTERS ON PAINTED BACKGROUND
 SCALE: 1/4" = 1'-0" **138.14 Sq. Ft.(CHANNEL LETTERS)**

SIGN C Deviation from code:
 Requested 9'-0" Letter for Anchor Tenants

SIGN D Deviation from code:
 Requested 7'-4" Letter for Anchor Tenants



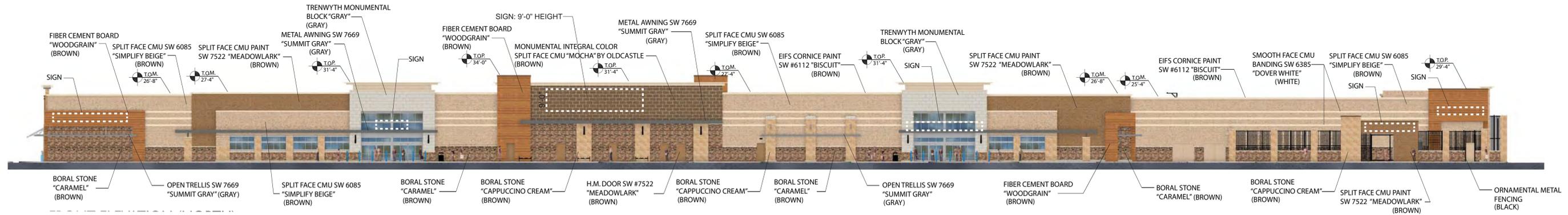
TOTAL DICK'S SIGNAGE SQUARE FOOTAGE - 162.0

TOTAL F & S SIGNAGE SQUARE FOOTAGE - 138.14

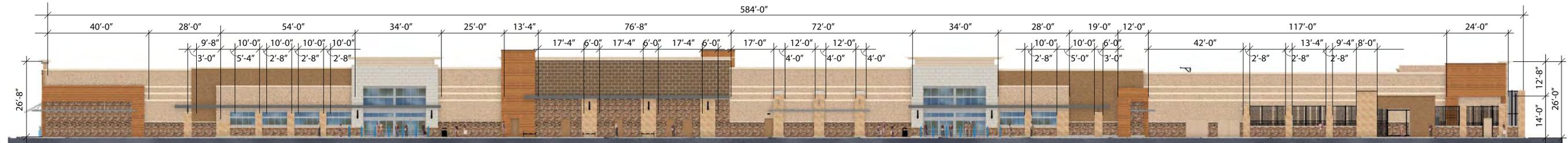
Rear Elevation Exhibit
 Scale: 1/32" = 1'-0"

Deviation from code:
Requested 9'-0" Letters for Anchor Tenants

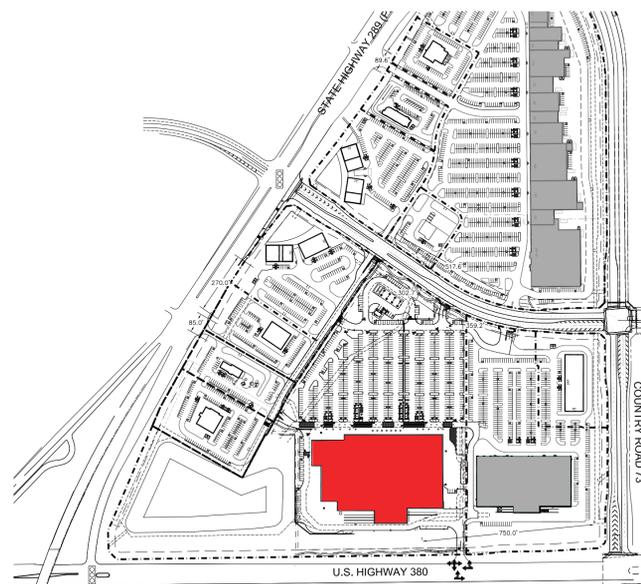
EXHIBIT D-23



NORTH ELEVATION



NORTH ELEVATION



KEYPLAN

EXHIBIT D-24

*Per code, no deviations.
Building elevations are for reference only.
Pad site signage will be required to meet current town sign ordinance.*



CONCEPT FRONT ELEVATION



CONCEPT SIDE ELEVATION



CONCEPT SIDE ELEVATION



CONCEPT REAR ELEVATION



KEYPLAN

EXHIBIT E - Sign Schedule / Development Standards

The following will define deviations from the Town of Prosper, (Regulations of Signs; Ordinance Number 10-010; Updated June 26, 2012).

1. **Unified Development Monument Signs** has increased in specific lots and the variations can be found on **Exhibit C - Sign Coordination Plan**. A total of two (2) additional Unified Development Monument Signs were added for a total of eighteen signs (18) in the Unified Development Zone.:

a. **Block B, Lot 3** - Variation of permitted Unified Development Monument Sign placement in accordance to Ordinance 10-010 Section 1.09 (G) (5a)

- Sign G (Type A: Unified Development Monument Sign): is less than the required 750 feet from Sign F. Reference Exhibit C.

b. **Block A, Lot 4** - Variation of permitted Unified Development Monument Sign placement in accordance to Ordinance 10-010 Section 1.09 (G) (5a)

- Sign P (Type A: Unified Development Monument Sign): is less than the required 750 feet from Sign L. Reference Exhibit C.

3. **Sign Criteria Deviations**

- Sign heights shall be allowed to exceed 5'-0", as shown on Exhibit D.
- Side and Rear Elevation signs shall be allowed to exceed 36", as shown on Exhibit D.
- Painted Signs are not permitted on any façade.
- The color of the sign face and the color of the letters shall be submitted by the Tenant for the Landlord's approval.

4. **Additional Sign Types**

a. "Building Address Signage" is not defined in the Sign Ordinance Number 10-010

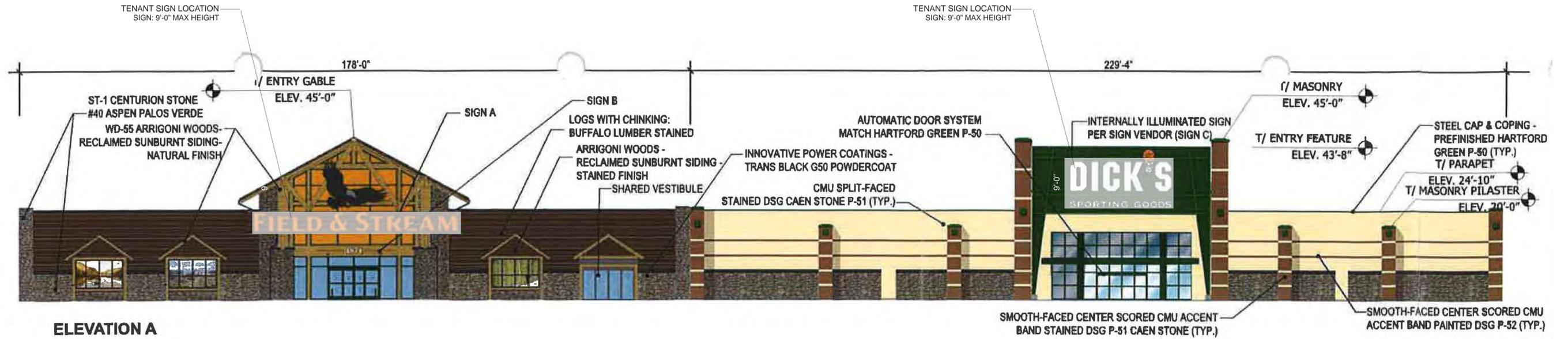
1. "Building Address Signage" means address signage for tenants. This signage will be installed by Landlord.

b. "Rear Entry Signs" are not defined in the Sign Ordinance Number 10-010.

1. "Rear Entry Signs" shall mean four (4) inch high vinyl die-cut letters for tenant's name and two (2) inch high vinyl die-cut letters for suite number below tenant's name, centered on the service door at five (5) feet above finish floor. The typeface for each letter must be Arial Bold and the color for each letter must match Sherwin Williams - SW7675 Sealskin. Tenant shall be responsible for the cost and installation of rear entry signage. See **Exhibit D-7** "Typical Rear Door Tenant Sign" for a diagram.

Deviation from code:
Requested 9'-0" Letters for Anchor Tenants

EXHIBIT D-22



WEST CONCEPT ELEVATION
Concept Elevation to identify sign area only.

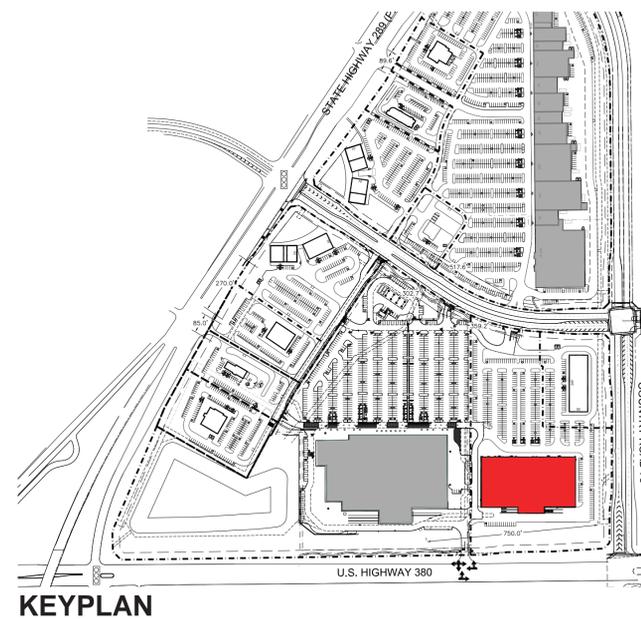
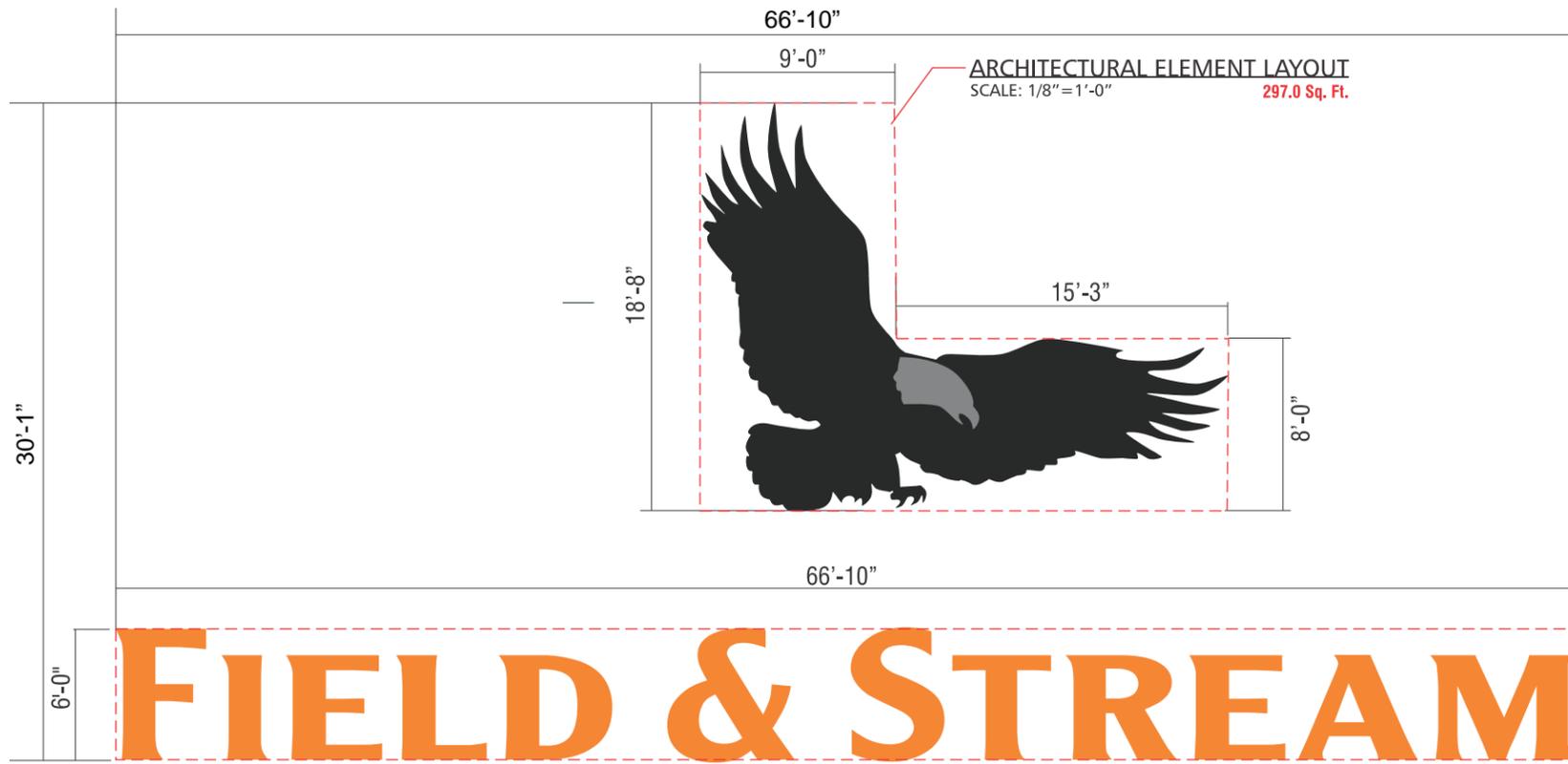


EXHIBIT D-22.1



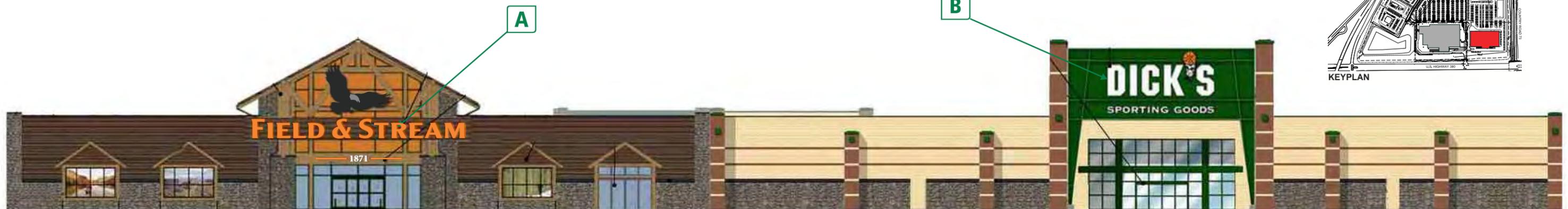
A FIELD & STREAM SIGN LAYOUT
SCALE: 1/8"=1'-0" 400.99 Sq. Ft.

SIGN A Deviation from code:
Requested 30'-1" Letter for Anchor Tenants



B DICK'S SPORTING GOODS SIGN LAYOUT
SCALE: 1/8"=1'-0" 424.7 Sq. Ft.

SIGN B Deviation from code:
Requested 15'-1" Letter for Anchor Tenants

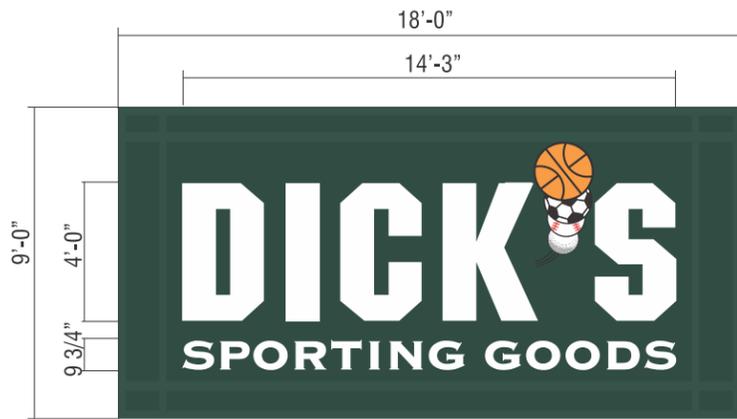


TOTAL F & S SQUARE FOOTAGE - 729.4

TOTAL F & S SQUARE FOOTAGE - 424.7

Front Elevation Exhibit
Scale: 1/32" = 1'-0"

EXHIBIT D-22.2



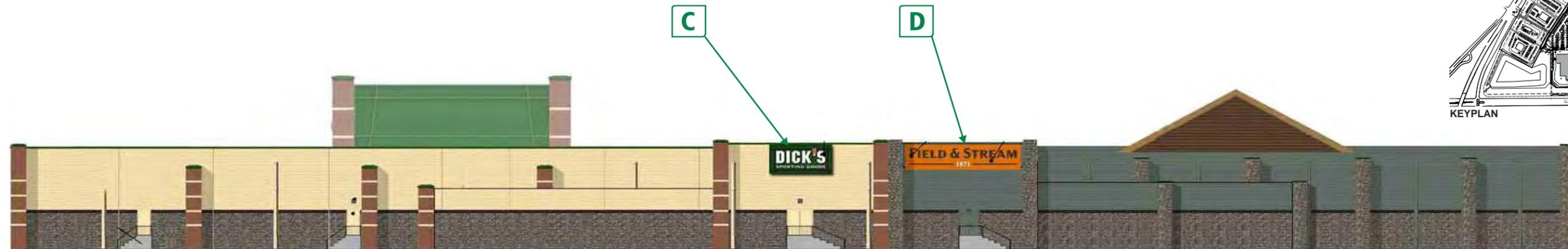
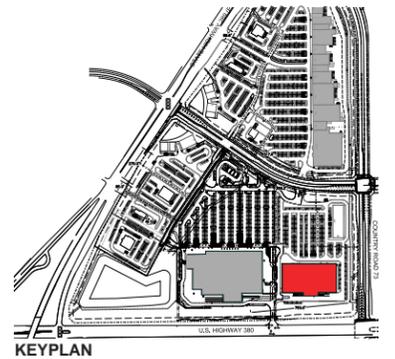
C DICK'S SPORTING GOODS SIGN LAYOUT
SCALE: 3/16" = 1'-0" **162.0 Sq. Ft.**



D F & S CHANNEL LETTERS ON PAINTED BACKGROUND
SCALE: 1/4" = 1'-0" **138.14 Sq. Ft.(CHANNEL LETTERS)**

SIGN C Deviation from code:
Requested 9'-0" Letter for Anchor Tenants

SIGN D Deviation from code:
Requested 7'-4" Letter for Anchor Tenants



TOTAL DICK'S SIGNAGE SQUARE FOOTAGE - 162.0

TOTAL F & S SIGNAGE SQUARE FOOTAGE - 138.14

Rear Elevation Exhibit
Scale: 1/32" = 1'-0"



TOWN MANAGER'S OFFICE

To: Mayor and Town Council

From: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 12, 2016

Agenda Item:

Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2016," including the adoption of an ordinance authorizing the issuance of such bonds and approving all other matters incident thereto.

Description of Agenda Item:

Proceeds from the sale of the bonds will be used for the following purposes:

- constructing and equipping of a multi-purpose municipal facility;
- constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities including fields, trails, utility relocation, landscaping, sidewalks, and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs;
- constructing, improving, extending, expanding, upgrading, and developing storm drainage utility projects including utility relocation, landscaping, sidewalks, traffic safety and operation improvements, the purchase of any necessary easements, and the related costs;
- paying the costs associated with the issuance of the Certificates; and
- paying legal, fiscal, engineering and architectural fees in connection with these projects.

Budget Impact:

If the General Obligation Refunding and Improvement Bonds are approved, debt service payments would be funded from the Debt Service Fund. As shown in Attachment 1, FirstSouthwest Proposed Capital Improvement Plan and Series 2016 Issuances, it is anticipated that the increase in Assessed Value would offset the additional debt service. The projected financing results target an I&S rate of \$0.1637.

Legal Obligations and Review:

Chris Settle, with McCall, Parkhurst & Horton L.L.P., serves as the Town's Bond Counsel and has written the authorizing ordinance.

Attached Documents:

1. FirstSouthwest Proposed Capital Improvement Plan and Series 2016 Issuances.
2. Ordinance authorizing the issuance and sale of the Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2016.

Town Staff Recommendation:

Staff recommends adoption of an ordinance authorizing the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2016," and approving all other matters related thereto.

Proposed Motion:

I move to adopt an ordinance authorizing the issuance and sale of "Town of Prosper, Texas, General Obligation Refunding and Improvement Bonds, Series 2016," and approving all other matters related thereto.

Proposed Capital Improvement Plan and Series 2016 Issuances

Contact:

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Capital Improvement Program – Bond Issuance

Projects	Funding for Fiscal Years				
	2015/16	2016/17	2017/18	2018/19	2019/20
Streets	\$ 1,321,438	\$ 1,230,996	\$ 425,000	\$ -	\$ 5,240,000
Traffic	-	-	-	-	-
Parks	8,826,225	700,000	643,000	-	-
Facilities:					
Fire Stations	-	-	-	-	-
Public Safety Comm. System	-	-	-	-	-
Recreation Center	-	-	-	1,500,000	-
Town Hall	1,450,000	10,861,500	5,000,000	6,000,000	-
	<u>\$ 11,597,663</u>	<u>\$ 12,792,496</u>	<u>\$ 6,068,000</u>	<u>\$ 7,500,000</u>	<u>\$ 5,240,000</u>

TOWN OF PROSPER

Taxable Assessed Valuation Assumptions

<u>FYE</u>	<u>Annual Growth</u>	<u>Projected Values</u>
2016		\$ 2,129,311,118
2017	\$ 296,273,697	2,425,584,815
2018	350,000,000	2,775,584,815
2019	250,000,000	3,025,584,815
2020	200,000,000	3,225,584,815
2021 & after	1%	3,257,840,663

Planned Series 2016 Issuances

- ❑ Structured with a target I&S tax rate of \$0.1637
- ❑ General Obligation Bonds
 - New money portion – fund \$3.721 million in project proceeds
 - Refunding portion – up to \$1.940 million in Series 2006 Certificates and \$2.065 million in Series 2008 Certificates
- ❑ Certificates of Obligation
 - Fund \$7.876 million in project proceeds
- ❑ Timing
 - Notice of Intent passed by Council on May 24th
 - Council consideration/approval on July 12th
 - Closing on August 11th

**ORDINANCE NO. 16-____
OF THE TOWN OF PROSPER, TEXAS**

AUTHORIZING THE ISSUANCE OF

**TOWN OF PROSPER, TEXAS
GENERAL OBLIGATION
REFUNDING AND IMPROVEMENT BONDS
SERIES 2016**

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ORDINANCE NO. 16-___

AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF PROSPER, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS, SERIES 2016; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; APPROVING AN OFFICIAL STATEMENT; CALLING CERTAIN OUTSTANDING OBLIGATIONS FOR REDEMPTION PRIOR TO MATURITY; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

THE STATE OF TEXAS	§
COUNTIES OF COLLIN AND DENTON	§
TOWN OF PROSPER	§

WHEREAS, certain previously issued and outstanding obligations of the Town of Prosper, Texas (the "Issuer"), as described in Exhibit A attached hereto and incorporated herein (the "Refunded Obligations"), are intended to be and shall be refunded pursuant to this Ordinance; and

WHEREAS, Chapter 1207, Texas Government Code, authorizes the Issuer to issue refunding bonds and to deposit the proceeds from the sale thereof, together with any other available funds or resources, directly with a paying agent for the Refunded Obligations or a trust company or commercial bank that does not act as a depository for the Issuer and is named in these proceedings, and such deposit, if made before the payment dates of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207, Texas Government Code, further authorizes the Issuer to enter into an escrow or similar agreement with such paying agent for the Refunded Obligations or trust company or commercial bank with respect to the safekeeping, investment, reinvestment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such paying agent or trust company or commercial bank may agree; and

WHEREAS, the Town Council hereby finds and declares a public purpose and it is in the best interests of the Issuer to refund the Refunded Obligations in order to achieve a debt service savings, and that such refunding will result in a gross debt service savings of approximately \$_____ and a present value debt service savings of \$_____ to the Issuer; and

WHEREAS, all the Refunded Obligations mature or are subject to redemption prior to maturity within 20 years of the date of the bonds hereinafter authorized; and

WHEREAS, the Issuer held an election (the "Election") in the Issuer on the date, for the purposes and in the amounts set forth in the following table, with the amounts previously issued, the amounts now being issued and the amounts remaining also set forth in the following table:

<u>DATE OF ELECTION</u>	<u>AMOUNT AUTHORIZED</u>	<u>PURPOSE</u>	<u>AMOUNT PREVIOUSLY ISSUED</u>	<u>AMOUNT BEING ISSUED⁽¹⁾</u>	<u>AMOUNT REMAINING</u>
May 14, 2011	\$ 1,250,000	Town Hall & Multi-Purpose Center	\$ 0	[\$ 1,250,000]	[\$ 0]
May 14, 2011	450,000	Public Works Facility	0	0	450,000
May 14, 2011	3,850,000	Public Safety Facilities & Equipment	2,850,000	0	1,000,000
May 14, 2011	6,200,000	Parks & Recreation Facilities & Equipment	4,600,000	[1,150,000]	[450,000]
May 14, 2011	13,290,000	Streets & Roads	5,593,750	[1,321,438]	[6,374,812]
Total	\$ 25,040,000		\$ 13,043,750	[\$ 3,721,438]	[\$ 8,274,812]

(1) Includes premium deposited into the Construction Fund and applied against voted authorization.

WHEREAS, this Town Council finds and determines that it is necessary and proper to order the issuance, sale and delivery of such voted bonds; and

WHEREAS, Chapter 1207 authorizes the Issuer to authorize, issue and deliver said voted bonds in conjunction with the issuance of the refunding bonds hereinafter authorized; and

WHEREAS, the bonds hereafter authorized are being issued and delivered pursuant to said Chapter 1207 and Chapter 1331 of the Texas Government Code; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; now, therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The bonds of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of \$_____, to wit: \$_____ for the purpose of providing funds to refund a portion of the Issuer's outstanding debt and \$_____ for the purpose of: (i) acquiring a site for, and designing, a multi-purpose municipal facility to serve as Town Hall and for other municipal services, with any surplus bond proceeds to be used for the construction of such facility; (ii) designing, constructing, improving and equipping parks, trails and recreational facilities and a park administration facility, and the acquisition of land and interests in land for such purposes; and (iii) constructing, improving, extending, expanding, upgrading and developing streets and roads, bridges and intersections including, utility relocation, landscaping, sidewalks, traffic safety and operational improvements, the purchase of any necessary right-of-way, drainage and other related costs.

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, AND MATURITIES AND INTEREST RATES OF BONDS. Each bond issued pursuant to this

Ordinance shall be designated: "TOWN OF PROSPER, TEXAS, GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2016," and initially there shall be issued, sold, and delivered hereunder one fully registered bond, without interest coupons, dated July 1, 2016, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with bonds issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial bond being made payable to the initial purchaser as described in Section 10 hereof), or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), and said bonds shall mature and be payable serially on February 15 in each of the years and in the principal amounts, respectively, and shall bear interest from the dates and shall be subject to redemption prior to maturity on the dates and in the manner set forth in the FORM OF BOND set forth in Section 4 of this Ordinance to their respective dates of maturity at the rates per annum, as set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		

Section 3. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange. The Issuer shall keep or cause to be kept at the designated corporate trust office of U.S. Bank National Association, Dallas, Texas (the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the

Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Ordinance. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, as amended, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds that initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be converted and exchanged for other Bonds, (iii) may be transferred and assigned, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM

OF BOND set forth in this Ordinance. The Bond initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Paying Agent/Registrar for the Bonds. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 60 days written notice to the Paying Agent/Registrar, to be effective not later than 45 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other entity to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(e) Authentication. Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered on the closing date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(f) Book-Entry Only System. The Bonds issued in exchange for the Bond initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company,

New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

The previous execution and delivery of the Blanket Letter of Representations with respect to obligations of the Issuer is hereby ratified and confirmed; and the provisions thereof shall be fully applicable to the Bonds.

(g) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of

Bonds and transfer one or more separate certificated Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

(h) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(i) Cancellation of Initial Bond. On the closing date, one initial Bond representing the entire principal amount of the Bonds, payable in stated installments to the purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor and Town Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall cancel the initial Bond and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity.

Section 4. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Bond.

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS TOWN OF PROSPER, TEXAS GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BOND, SERIES 2016	PRINCIPAL AMOUNT \$_____
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Interest Rate	Date of Initial Delivery	Maturity Date	CUSIP No.
_____%	August 11, 2016	February 15, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, the Town of Prosper, in Collin and Denton Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the Interest Rate per annum specified above. Interest is payable on February 15, 2017 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above or the date of redemption prior to maturity; except, if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity, or upon the date fixed for its redemption prior to maturity, at the designated corporate trust office of U.S. Bank National Association, in Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Bond (the "Bond Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the

Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the designated corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the designated corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated as of July 1, 2016, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____, to wit: \$_____ for the purpose of providing funds to refund a portion of the Issuer's outstanding certificates of obligation and \$_____ for the construction and equipment of public improvements in the Issuer as described in the Bond Ordinance.

ON FEBRUARY 15, 2026, or on any date thereafter, the Bonds may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE BONDS scheduled to mature on February 15 in the years ____ and ____ (the "Term Bonds") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Bonds, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Bond	Term Bond
Maturity: February 15, 20__	Maturity: February 15, 20__
_____	_____

Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
February 15, 20__	\$_____	February 15, 20__	\$_____
February 15, 20__	_____	February 15, 20__	_____
February 15, 20__*	_____	February 15, 20__*	_____

* Stated maturity.

The principal amount of Term Bonds of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Bonds of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Bond to be redeemed at its address as it appeared at the close of business on the day of mailing such notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE BONDS, unless certain prerequisites to such redemption required by the Bond Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption,

such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

ALL BONDS OF THIS SERIES are issuable solely as fully registered bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Ordinance, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Ordinance. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed and been done in accordance with law; and that annual ad valorem

taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Bond Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Bond Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the Mayor of the Issuer (or in the Mayor's absence, by the Mayor Pro-Tem) and countersigned with the manual or facsimile signature of the Town Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

(signature)
Town Secretary

(signature)
Mayor

(SEAL)

(b) Form of Paying Agent/Registrar's Authentication Certificate.

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Ordinance described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

U.S. Bank National Association
Dallas, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

(c) Form of Assignment.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer Identification Number of Transferee:

Please print or typewrite name and address, including zip code of Transferee:

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

(d) Form of Registration Certificate of the Comptroller of Public Accounts.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) Initial Bond Insertions.

(i) The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Bond, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE TOWN OF PROSPER, TEXAS, in Collin and Denton Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		
2026			2036		

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2017, and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear

interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Bonds. All amounts received from the sale of the Bonds as accrued interest, if any, shall be deposited upon receipt to the Interest and Sinking Fund, and all ad valorem taxes levied and collected for and on account of said Bonds shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Bonds are outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Bonds as such principal matures (but never less than 2% of the original amount of said Bonds as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while any of said Bonds are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. Notwithstanding the requirements of this subsection, if lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Bonds, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in Subsection (a)(i) or (ii) of this Section. All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the

same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement Bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Sec. 1206.022, Government Code, this Section 7 of this Ordinance shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and

imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Bonds issued in conversion and exchange for other Bonds.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED; ENGAGEMENT OF BOND COUNSEL.

(a) The Mayor of the Issuer is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Bond. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. In addition, if the Bonds are sold as insured obligations, the Bonds may bear an appropriate legend as provided by the insurer.

(b) The obligation of the initial purchaser to accept delivery of the Bonds is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Bonds to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Bonds is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor, and the Mayor is hereby authorized to execute such engagement letter.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do

not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a current refunding bond, for a period of 90 days or less or, in the case of an advance refunding, for a period of 30 days or less, until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of the Bonds, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or the Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Projects. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 10. SALE OF BONDS AND APPROVAL OF OFFICIAL STATEMENT;
APPLICATION OF PROCEEDS; FURTHER PROCEDURES.

(a) The Bonds are hereby initially sold and shall be delivered to BOSC, Inc. And Coastal Securities, Inc. (the "Underwriters") for cash at a price set forth below, pursuant to the terms and provisions of a Purchase Contract that the Mayor of the Issuer is hereby authorized to execute and deliver. The Bonds shall initially be registered in the name of BOSC, Inc. The Bonds are sold to the Underwriters at a price of \$_____ (representing the par amount of the Bonds, plus an aggregate original issue premium of \$_____, less Underwriters' discount on the Bonds of \$_____). It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Bonds and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement posted and disseminated prior to the date hereof is hereby ratified and confirmed.

(c) The proceeds of the sale of the Bonds shall be allocated as follows: (i) the amount of \$_____ shall be deposited with the paying agent for the Refunded Obligations to be administered in accordance with the Escrow Agreement approved in accordance with Section 14 hereof, (ii) the amount of \$_____ shall be deposited to the construction fund of the Issuer to be used for the construction of the projects financed with the Bonds, (iii) the amount of \$_____ shall be applied to pay the costs of issuance of the Bonds and (iv) the amount of \$_____ shall be deposited to the Interest and Sinking Fund.

(d) The Mayor, Town Manager and Town Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the sale of the Bonds and the Official Statement. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 11. DEFAULT AND REMEDIES

(a) Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Bonds, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

(b) Remedies for Default.

(i) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(ii) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Bonds then outstanding.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of a Bond authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to

a personal or pecuniary liability or charge against the officers, employees or councilmembers of the Issuer.

Section 12. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Issuer's annual financial audit report; and (ii) the information found in tables 1 through 5 and 7 through 14 in the Official Statement for the Bonds. The Issuer will update and provide the information in the numbered tables within six months after the end of each fiscal year ending in and after 2016. The Issuer will additionally provide its annual financial audit report when and if available and, in any event, within 12 months after the end of each fiscal year ending in or after 2016. If the annual financial audit report is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(ii) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(iii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws: (1) non-payment related defaults; (2) modifications to rights of Bondholders; (3) Bond calls; (4) release, substitution, or sale of property securing repayment of the Bonds; (5) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and (6) appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Bonds, without regard to whether such event is considered material within the meaning of the federal securities laws: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves reflecting financial difficulties; (3) unscheduled draws on credit enhancements reflecting financial difficulties; (4) substitution of credit or liquidity providers, or their failure to perform; (5) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (6) tender offers; (7) defeasances; (8) rating changes; and (9) bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Bonds no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update

any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Bonds. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 13. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise

required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the holders, (iv) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and that shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Bonds, the Issuer shall rely solely upon the registration of the ownership of such Bonds on the registration books kept by the Paying Agent/Registrar.

Section 14. APPROVAL OF ESCROW AGREEMENT AND TRANSFER OF FUNDS.
The Mayor of the Issuer is hereby authorized and directed to execute and deliver an escrow deposit agreement with U.S. Bank National Association with respect to the Refunded Obligations, in substantially the form presented at the meeting at which this Ordinance was adopted. In addition, the Mayor and the Town Manager are each authorized to purchase such securities, including to execute subscriptions for the purchase of U.S. Treasury Securities, State and Local Government Series or to purchase other securities in the open market that may be lawfully used to defease the Refunded Obligations, and to authorize such contributions from lawfully available funds of the Issuer, as may be necessary for the escrow fund established under such agreement.

Section 15. REDEMPTION OF REFUNDED OBLIGATIONS.

(a) The Issuer hereby directs that certain of the Refunded Obligations be called for redemption on the dates and as set forth on Schedule I. Each of such Refunded Obligations shall be redeemed at the redemption price of par plus accrued interest. The Mayor of the Issuer is hereby authorized and directed to issue or cause to be issued the Notice of Redemption of the Refunded Obligations in the form set forth in Exhibit A attached hereto to the paying agent/registrar for the Refunded Obligations.

(b) In addition, the paying agent/registrar for the Refunded Obligations is hereby directed to provide the appropriate notices of redemption and defeasance as specified by the ordinances authorizing the issuance of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on their redemption dates. The Refunded Obligations shall be presented for redemption at the paying agent/registrar therefore, and shall not bear interest after the date fixed for redemption.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their redemption date shall be from the funds deposited with U.S. Bank National Association, pursuant to the escrow agreement approved in Section 14 of this Ordinance.

Section 16. APPROPRIATION. To pay the debt service coming due on the Bonds, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 17. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 18. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Town Council.



EXHIBIT A - NOTICE OF DEFEASANCE AND REDEMPTION

TOWN OF PROSPER, TEXAS

NOTICE IS HEREBY GIVEN that the Town of Prosper, Texas has called for redemption the outstanding Certificates of Obligation of the Town described as follows:

Town of Prosper, Texas Combination Tax and Revenue Certificates of Obligation, Series 2006, dated August 15, 2006, maturing on the dates shown below, in the aggregate principal amount of \$1,940,000 (the "Series 2006 Certificates"), to the call date of the Series 2006 Certificates: August 15, 2016:

<u>Maturity Date (Aug. 15)</u>	<u>Original Principal Amount</u>	<u>Principal Amount to be Redeemed</u>	<u>CUSIP Number</u>
2017	\$620,000	\$620,000	743596EA2
2018	645,000	645,000	743596EB0
2019	675,000	675,000	743596EC8

On August 11, 2016, the Series 2006 Certificates were defeased in accordance with the terms of the ordinance authorizing their issuance, and the Series 2006 Certificates shall be paid on the redemption date stated above in accordance with the terms of the ordinance authorizing their issuance. The payment of the redemption price and interest coming due on the Series 2006 Certificates prior to the redemption date shall be paid from amounts held in an escrow account administered by U.S. Bank National Association, which is the Paying Agent/Registrar and Escrow Agent for the Series 2006 Certificates, and the redemption price shall be paid upon presentation of the Series 2006 Certificates as follows:

<u>First Class/Registered/ Certified Mail</u>	<u>Express Delivery Hand Delivery</u>
U.S. Bank National Association Corporate Trust Services P. O. Box 64111 St. Paul, MN 55164-0111	U.S. Bank National Association Corporate Trust Services 60 Livingston Avenue 1st Floor - Bond Drop Window St. Paul, MN 55107

Upon presentation of the Series 2006 Certificates at the Paying Agent/Registrar on the aforementioned redemption date, the holder thereof shall be entitled to receive the redemption price equal to par and accrued interest to the redemption date. In the event said Series 2006 Certificates, or any of them are not presented for redemption by the date fixed for their redemption, they shall not thereafter bear interest.

This notice is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the aforementioned Series 2006 Certificates and in accordance with the recitals and provisions of said Series 2006 Certificates.

TOWN OF PROSPER, TEXAS

EXHIBIT A - NOTICE OF DEFEASANCE AND REDEMPTION *Continued*

TOWN OF PROSPER, TEXAS

NOTICE IS HEREBY GIVEN that the Town of Prosper, Texas has called for redemption the outstanding Certificates of Obligation of the Town described as follows:

Town of Prosper, Texas Combination Tax and Revenue Certificates of Obligation, Series 2008, dated December 1, 2008, maturing on the dates shown below, in the aggregate principal amount of \$2,065,000 (the "Series 2008 Certificates"), to the call date of the Series 2008 Certificates: February 15, 2018:

<u>Maturity Date (Feb. 15)</u>	<u>Original Principal Amount</u>	<u>Principal Amount to be Redeemed</u>	<u>CUSIP Number</u>
2019	\$ 650,000	\$ 650,000	743596EU8
2020	690,000	690,000	743596EV6
2021	725,000	725,000	743596EW4

On August 11, 2016, the Series 2008 Certificates were defeased in accordance with the terms of the ordinance authorizing their issuance, and the Series 2008 Certificates shall be paid on the redemption date stated above in accordance with the terms of the ordinance authorizing their issuance. The payment of the redemption price and interest coming due on the Series 2008 Certificates prior to the redemption date shall be paid from amounts held in an escrow account administered by U.S. Bank National Association, which is the Paying Agent/Registrar and Escrow Agent for the Series 2008 Certificates, and the redemption price shall be paid upon presentation of the Series 2008 Certificates as follows:

<u>First Class/Registered/ Certified Mail</u>	<u>Express Delivery Hand Delivery</u>
U.S. Bank National Association Corporate Trust Services P. O. Box 64111 St. Paul, MN 55164-0111	U.S. Bank National Association Corporate Trust Services 60 Livingston Avenue 1st Floor - Bond Drop Window St. Paul, MN 55107

Upon presentation of the Series 2008 Certificates at the Paying Agent/Registrar on the aforementioned redemption date, the holder thereof shall be entitled to receive the redemption price equal to par and accrued interest to the redemption date. In the event said Series 2008 Certificates, or any of them are not presented for redemption by the date fixed for their redemption, they shall not thereafter bear interest.

This notice is issued and given pursuant to the redemption provisions in the proceedings authorizing the issuance of the aforementioned Series 2008 Certificates and in accordance with the recitals and provisions of said Series 2008 Certificates.

TOWN OF PROSPER, TEXAS



TOWN MANAGER'S OFFICE

To: Mayor and Town Council

From: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 12, 2016

Agenda Item:

Consider all matters incident and related to the issuance and sale of "Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016," including the adoption of an ordinance authorizing the issuance of such certificates of obligation and approving all other matters incident thereto.

Description of Agenda Item:

On May 24, 2016, the Town Council approved a resolution directing staff to publish notice of the Town's intent to issue Town of Prosper Combination Tax and Surplus Revenue Certificates of Obligation. Proceeds from the sale of the Certificates will be used to fund:

- constructing and equipping of a multi-purpose municipal facility;
- constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities including fields, trails, utility relocation, landscaping, sidewalks, and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs;
- constructing, improving, extending, expanding, upgrading, and developing storm drainage utility projects including utility relocation, landscaping, sidewalks, traffic safety and operation improvements, the purchase of any necessary easements, and the related costs;
- paying the costs associated with the issuance of the Certificates; and
- paying legal, fiscal, engineering and architectural fees in connection with these projects.

Budget Impact:

If the Certificates of Obligation are approved, debt service payments would be funded from the Debt Service Fund. As shown in Attachment 1, FirstSouthwest Proposed Capital Improvement Plan and Series 2016 Issuances, it is anticipated that the increased in Assessed Value would offset the additional debt service. The projected financing results target an I&S rate of \$0.1637.

Legal Obligations and Review:

Chris Settle, with McCall, Parkhurst & Horton L.L.P., serves as the Town's Bond Counsel and has written the authorizing ordinance.

Attached Documents:

1. FirstSouthwest Proposed Capital Improvement Plan and Series 2016 Issuances.
2. FirstSouthwest Proposed Drainage Projects for Series 2016 Issuances.
3. Ordinance authorizing the issuance and sale of the Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016.

Town Staff Recommendation:

Staff recommends adoption of an ordinance authorizing the issuance and sale of "Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016," and approving all other matters related thereto.

Proposed Motion:

I move to adopt an ordinance authorizing the issuance and sale of "Town of Prosper, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016," and approving all other matters related thereto.

Proposed Capital Improvement Plan and Series 2016 Issuances

Contact:

Jason Hughes

Managing Director

1201 Elm St.

Suite 3500

Dallas, Texas 75270

214.953.8707

jason.hughes@hilltopsecurities.com

Capital Improvement Program – Bond Issuance

Projects	Funding for Fiscal Years				
	2015/16	2016/17	2017/18	2018/19	2019/20
Streets	\$ 1,321,438	\$ 1,230,996	\$ 425,000	\$ -	\$ 5,240,000
Traffic	-	-	-	-	-
Parks	8,826,225	700,000	643,000	-	-
Facilities:					
Fire Stations	-	-	-	-	-
Public Safety Comm. System	-	-	-	-	-
Recreation Center	-	-	-	1,500,000	-
Town Hall	1,450,000	10,861,500	5,000,000	6,000,000	-
	<u>\$ 11,597,663</u>	<u>\$ 12,792,496</u>	<u>\$ 6,068,000</u>	<u>\$ 7,500,000</u>	<u>\$ 5,240,000</u>

TOWN OF PROSPER

Taxable Assessed Valuation Assumptions

<u>FYE</u>	<u>Annual Growth</u>	<u>Projected Values</u>
2016		\$ 2,129,311,118
2017	\$ 296,273,697	2,425,584,815
2018	350,000,000	2,775,584,815
2019	250,000,000	3,025,584,815
2020	200,000,000	3,225,584,815
2021 & after	1%	3,257,840,663

Planned Series 2016 Issuances

- ❑ Structured with a target I&S tax rate of \$0.1637
- ❑ General Obligation Bonds
 - New money portion – fund \$3.721 million in project proceeds
 - Refunding portion – up to \$1.940 million in Series 2006 Certificates and \$2.065 million in Series 2008 Certificates
- ❑ Certificates of Obligation
 - Fund \$7.876 million in project proceeds
- ❑ Timing
 - Notice of Intent passed by Council on May 24th
 - Council consideration/approval on July 12th
 - Closing on August 11th

Town of Prosper
Summary of Anticipated Debt Issuances for Storm Drainage Projects (as of 5.27.2016)

Projects	Funding for Fiscal Years				
	2015/16	2016/17	2017/18	2018/19	2019/20
Coleman St. Channel Improv.	\$ -	\$ 282,500	\$ -	\$ -	\$ -
Church & Parin Drainage Improv.	270,000	-	-	-	-
Old Town Drainage - Det. Pond Improv.	-	-	-	1,000,000	-
Old Town Drainage - First Street Main	-	-	400,000	-	-
Old Town Drainage - First & Main Trunk	-	800,000	-	-	-
Old Town Drainage - McKinley & Broadway	600,000	-	-	-	-
Old Town Reg. Det. - Land	365,000	385,000	-	-	-
Old Town Reg. Det. - Broadway (Design & Construction)	200,000	550,000	-	-	-
	<u>\$ 1,435,000</u>	<u>\$ 2,017,500</u>	<u>\$ 400,000</u>	<u>\$ 1,000,000</u>	<u>\$ -</u>

Town of Prosper

Projected Storm Drainage Fund Debt Service Tied to Five Year Capital Plan(as of 5.27.2016)

FYE	Series 2016 \$1.44mm Proceeds ⁽¹⁾	Series 2017 \$2.02mm Proceeds ⁽¹⁾	Series 2018 \$400k Proceeds ⁽¹⁾	Series 2019 \$1.00mm Proceeds ⁽¹⁾	Series 2020 No Issue Planned	Combined Net Total P+I
2016						\$ -
2017	\$ 114,480					114,480
2018	111,413	\$ 169,938				281,350
2019	114,181	167,375	\$ 35,368			316,924
2020	111,844	169,000	35,375	\$ 82,792		399,010
2021	114,400	170,375	34,625	85,625		405,025
2022	111,850	171,500	33,875	83,875		401,100
2023	114,194	167,500	33,125	82,125		396,944
2024	111,431	168,375	32,375	85,250		397,431
2025	113,563	169,000	31,625	83,250		397,438
2026	110,588	169,375	35,750	86,125		401,838
2027	112,506	169,500	34,750	83,875		400,631
2028	114,213	169,375	33,750	81,625		398,963
2029	110,813	169,000	32,750	84,250		396,813
2030	112,306	168,375	31,750	81,750		394,181
2031	113,588	172,375	35,625	84,125		405,713
2032	114,656	171,000	34,375	86,250		406,281
2033	115,513	169,375	33,125	83,250		401,263
2034	111,263	172,375	31,875	85,125		400,638
2035	111,906	170,000	35,500	81,875		399,281
2036	112,338	172,250	34,000	83,500		402,088
2037		169,125	32,500	84,875		286,500
2038			35,875	86,000		121,875
2039				82,000		82,000
2040						-
	<u>\$ 2,257,043</u>	<u>\$ 3,395,188</u>	<u>\$ 677,993</u>	<u>\$ 1,677,542</u>	<u>\$ -</u>	<u>\$ 8,007,765</u>

(1) Debt service assumed to be repaid solely with storm drainage revenues. Based on projected rates; preliminary, subject to change

**ORDINANCE NO. 16-__
OF THE TOWN OF PROSPER, TEXAS**

AUTHORIZING THE ISSUANCE OF

**TOWN OF PROSPER, TEXAS
COMBINATION TAX AND SURPLUS REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2016**

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ORDINANCE NO. 16-__**AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF PROSPER, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2016; LEVYING AN ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID CERTIFICATES AND PROVIDING OTHER SECURITY; APPROVING AN OFFICIAL STATEMENT AND A PAYING AGENT/REGISTRAR AGREEMENT; ENGAGING BOND COUNSEL; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT**

THE STATE OF TEXAS	§
COLLIN AND DENTON COUNTIES	§
TOWN OF PROSPER	§

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Issuer") deems it advisable to issue its Combination Tax and Surplus Revenue Certificates of Obligation, Series 2016 (the "Certificates") in the principal amount of \$_____ for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) construction and equipping of a multipurpose municipal facility, (ii) constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities including fields, trails, utility relocation, landscaping, sidewalks, and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs, (iii) constructing, improving, extending, expanding, upgrading, and developing storm drainage utility projects including utility relocation, landscaping, sidewalks, traffic safety and operation improvements, the purchase of any necessary easements, and the related costs, and (iv) paying legal, fiscal, engineering and architectural fees in connection with these projects; and

WHEREAS, the Certificates hereinafter authorized and designated are to be issued and delivered for cash pursuant to Subchapter C of Chapter 271, Local Government Code, as amended, and Chapter 1502, Government Code, as amended; and

WHEREAS, the Town Council has heretofore passed a resolution authorizing and directing the Town Secretary to give notice of intention to issue Certificates; and

WHEREAS, during the preceding three years, the Issuer has not submitted a bond proposition to authorize the issuance of bonds for the same purpose for which the Certificates are hereby being issued and which proposition was disapproved by voters; and

WHEREAS, said notice has been duly published in a newspaper of general circulation in the Issuer, said newspaper being a "newspaper" as defined in § 2051.044, Texas Government Code; and

WHEREAS, to the time of adoption of this Ordinance, the Issuer received no petition from the qualified electors of the Issuer protesting the issuance of such Certificates; and

WHEREAS, it is considered to be to the best interest of the Issuer that said interest bearing Certificates be issued; now, therefore,

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE CERTIFICATES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The certificates of the Issuer are hereby authorized to be issued and delivered in the aggregate principal amount of \$_____ for paying all or a portion of the Issuer's contractual obligations incurred in connection with (i) construction and equipping of a multipurpose municipal facility, (ii) constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities including fields, trails, utility relocation, landscaping, sidewalks, and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs, (iii) constructing, improving, extending, expanding, upgrading, and developing storm drainage utility projects including utility relocation, landscaping, sidewalks, traffic safety and operation improvements, the purchase of any necessary easements, and the related costs, and (iv) paying legal, fiscal, engineering and architectural fees in connection with these projects (collectively, the "Project").

Section 2. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, MATURITIES OF CERTIFICATES AND INTEREST RATES. Each certificate issued pursuant to this Ordinance shall be designated: "TOWN OF PROSPER, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2016", and initially there shall be issued, sold, and delivered hereunder one fully registered certificate, without interest coupons, dated July 1, 2016, in the principal amount stated above and in the denominations hereinafter stated, numbered T-1, with certificates issued in replacement thereof being in the denominations and principal amounts hereinafter stated and numbered consecutively from R-1 upward, payable to the respective Registered Owners thereof (with the initial certificate being made payable to the initial purchaser as described in Section 11 hereof), or to the registered assignee or assignees of said certificates or any portion or portions thereof (in each case, the "Registered Owner"). The Certificates shall mature on February 15 in the years and in the principal amounts and interest rates set forth below, interest on each Certificate accruing on the basis of a 360-day year of twelve 30-day months from the date of initial delivery of the Certificates to the purchaser thereof or the most recent interest payment date to which interest has been paid or provided for at the per annum rates of interest, payable semiannually on February 15 and August 15 of each year until the principal amount shall have been paid or provision for such payment shall have been made, commencing February 15, 2017, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		

2025

2035

2026

2036

The Certificates shall be subject to redemption prior to maturity as set forth in the FORM OF CERTIFICATE included in Section 4 hereof.

Section 3. CHARACTERISTICS OF THE CERTIFICATES. (a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the corporate trust office of U.S. Bank National Association, Dallas, Texas, the "Paying Agent/Registrar"), books or records for the registration of the transfer, conversion and exchange of the Certificates (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Certificate to which payments with respect to the Certificates shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Certificate or Certificates. Registration of assignments, transfers, conversions and exchanges of Certificates shall be made in the manner provided and with the effect stated in the FORM OF CERTIFICATE set forth in this Ordinance. Each substitute Certificate shall bear a letter and/or number to distinguish it from each other Certificate.

Except as provided in Section 3(c) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Certificate, date and manually sign said Certificate, and no such Certificate shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Certificates and Certificates surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Certificate or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Certificates in the manner prescribed herein, and said Certificates shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Government Code, and particularly Subchapter D thereof, the duty of conversion and exchange of Certificates as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Certificate shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Certificates that initially were issued and delivered pursuant

to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Payment of Certificates and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Certificates, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Certificates, and of all conversions and exchanges of Certificates, and all replacements of Certificates, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Certificates (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Certificates to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least 35 days prior to any such redemption date), (iii) may be converted and exchanged for other Certificates, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Certificates shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Certificates, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF CERTIFICATE set forth in this Ordinance. The Certificate initially issued and delivered pursuant to this Ordinance is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Certificate issued in conversion of and exchange for any Certificate or Certificates issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF CERTIFICATE.

(d) Book-Entry Only System. The Certificates issued in exchange for the Certificate initially issued to the initial purchaser specified herein shall be initially issued in the form of a separate single fully registered Certificate for each of the maturities thereof. Upon initial issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance

and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown on the Registration Books, of any notice with respect to the Certificates, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner of Certificates, as shown in the Registration Books of any amount with respect to principal of or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Registration Books as the absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Certificates only to or upon the order of the Registered Owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Certificates to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Registration Books, shall receive a Certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the Registered Owner at the close of business on the Record date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(e) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representations letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Certificates and transfer one or more separate certificated Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

(f) Payments to Cede & Co. Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC,

all payments with respect to principal of and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the representations letter of the Issuer to DTC.

(g) Cancellation of Initial Certificate. On the closing date, one initial Certificate representing the entire principal amount of the Certificates, payable in stated installments to the purchaser designated in Section 11 or its designee, executed by manual or facsimile signature of the Mayor (or in the absence thereof, by the Mayor Pro-tem) and Town Secretary of the Issuer, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to such purchaser or its designee. Upon payment for the initial Certificate, the Paying Agent/Registrar shall cancel the initial Certificate and deliver to the Depository Trust Company on behalf of such purchaser one registered definitive Certificate for each year of maturity of the Certificates, in the aggregate principal amount of all of the Certificates for such maturity.

Section 4. FORM OF CERTIFICATES. The form of the Certificates, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Certificates initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) [Form of Certificate]

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS TOWN OF PROSPER, TEXAS COMBINATION TAX AND SURPLUS REVENUE CERTIFICATE OF OBLIGATION, SERIES 2016	PRINCIPAL AMOUNT \$_____	
Interest Rate	Date of Initial Delivery	Maturity Date	CUSIP No.
_____%	August 11, 2016	February 15, 20__	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

ON THE MATURITY DATE specified above, the Town of Prosper, in Collin and Denton Counties, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Date specified above, the Principal Amount specified above. The Issuer promises to pay interest on the unpaid principal amount hereof

(calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the Interest Rate per annum specified above. Interest is payable on February 15, 2017 and semiannually on each August 15 and February 15 thereafter to the Maturity Date specified above, or the date of redemption prior to maturity; except, if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Certificate are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Certificate shall be paid to the registered owner hereof upon presentation and surrender of this Certificate at maturity, or upon the date fixed for its redemption prior to maturity, at the corporate trust office of U.S. Bank National Association in Dallas, Texas, which is the "Paying Agent/Registrar" for this Certificate. The payment of interest on this Certificate shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of this Certificate (the "Certificate Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Certificate appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Certificate prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Certificate for redemption and payment at the corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Certificate that on or before each principal payment date, interest payment date, and accrued interest payment date for this Certificate it will make available to the Paying Agent/Registrar, from the "Interest and Sinking

Fund" created by the Certificate Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Certificates, when due.

IF THE DATE for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS CERTIFICATE is one of a series of Certificates dated July 1, 2016, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____ for the purpose of paying all or a portion of the Town's contractual obligations incurred in connection with (i) construction and equipping of a multipurpose municipal facility, (ii) constructing, improving, extending, expanding, upgrading and developing parks and recreation facilities including fields, trails, utility relocation, landscaping, sidewalks, and operational improvements, installation of lighting, the purchase of any necessary rights-of-way, drainage and other related costs, (iii) constructing, improving, extending, expanding, upgrading, and developing storm drainage utility projects including utility relocation, landscaping, sidewalks, traffic safety and operation improvements, the purchase of any necessary easements, and the related costs, and (iv) paying legal, fiscal, engineering and architectural fees in connection with these projects.

ON FEBRUARY 15, 2026, or on any date thereafter, the Certificates may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Certificates, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Certificate may be redeemed only in an integral multiple of \$5,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

THE CERTIFICATES scheduled to mature on February 15 in the years ____ and ____ (the "Term Certificates") are subject to scheduled mandatory redemption by the Paying Agent/Registrar by lot, or by any other customary method that results in a random selection, at a price equal to the principal amount thereof, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund for the Certificates, on the dates and in the respective principal amounts, set forth in the following schedule:

Term Certificate Maturity: February 15, 20__		Term Certificate Maturity: February 15, 20__	
Mandatory Redemption Date	Principal Amount	Mandatory Redemption Date	Principal Amount
February 15, 20__	\$_____	February 15, 20__	\$_____

February 15, 20__

February 15, 20__

February 15, 20__*

February 15, 20__*

* Stated maturity.

The principal amount of Term Certificates of a stated maturity required to be redeemed on any mandatory redemption date pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Issuer, by the principal amount of any Term Certificates of the same maturity which, at least 45 days prior to a mandatory redemption date (1) shall have been acquired by the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Issuer at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

AT LEAST 30 days prior to the date fixed for any redemption of Certificates or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Certificate to be redeemed at its address as it appeared at the close of business on the day of mailing such notice; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Certificate. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Certificates or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Certificates or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Certificate shall be redeemed a substitute Certificate or Certificates having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Certificate Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE CERTIFICATES, unless certain prerequisites to such redemption required by the Certificate Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the

manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.

ALL CERTIFICATES OF THIS SERIES are issuable solely as fully registered certificates, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Certificate Ordinance, this Certificate may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered certificates, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Certificate to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Certificate Ordinance. Among other requirements for such assignment and transfer, this Certificate must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Certificate or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Certificate or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Certificate may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Certificate or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Certificate or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Certificate or any portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Certificates is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Certificate Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Certificates.

IT IS HEREBY certified, recited and covenanted that this Certificate has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Certificate have been performed, existed and been done in accordance with law; that this Certificate is a general obligation of said Issuer, issued on the full faith and credit thereof; and that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Certificate, as such interest comes due and such principal matures, have been levied and ordered to

be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law, and that this Certificate is additionally secured by and payable from a pledge of the revenues of the Issuer's combined Waterworks and Sewer Systems remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of said revenues, all as provided in the Certificate Ordinance.

BY BECOMING the registered owner of this Certificate, the registered owner thereby acknowledges all of the terms and provisions of the Certificate Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Certificate Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Certificate and the Certificate Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be signed with the manual or facsimile signature of the Mayor (or in the absence thereof, by the Mayor Pro-tem) of the Issuer and countersigned with the manual or facsimile signature of the Town Secretary of said Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Certificate.

(signature)
Town Secretary

(signature)
Mayor

(SEAL)

(b) [Form of Paying Agent/Registrar's Authentication Certificate]

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Certificate is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Certificate has been issued under the provisions of the Certificate Ordinance described in the text of this Certificate; and that this Certificate has been issued in conversion or replacement of, or in exchange for, a certificate, certificates, or a portion of a certificate or certificates of a series that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____

U.S. Bank National Association
Dallas, Texas
Paying Agent/Registrar

By: _____

Authorized Representative

(c) [Form of Assignment]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____.

Please insert Social Security or Taxpayer Identification Number of Transferee _____

(Please print or typewrite name and address, including zip code, of Transferee.) _____

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Certificate in every particular, without alteration or enlargement or any change whatsoever.

(d) [Form of Registration Certificate of the Comptroller of Public Accounts]

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Certificate has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(e) [Initial Certificate Insertions]

(i) The initial Certificate shall be in the form set forth in paragraph (a) of this Section, except that:

A. immediately under the name of the Certificate, the headings "Interest Rate" and "Maturity Date" shall both be completed with the words "As shown below" and "CUSIP No. _____" shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"THE TOWN OF PROSPER, TEXAS (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2017			2027		
2018			2028		
2019			2029		
2020			2030		
2021			2031		
2022			2032		
2023			2033		
2024			2034		
2025			2035		

2026

2036

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Date of Initial Delivery set forth above at the respective Interest Rate per annum specified above. Interest is payable on February 15, 2017 and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Certificate is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such Principal Amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Certificate or Certificates, if any, for which this Certificate is being exchanged is due but has not been paid, then this Certificate shall bear interest from the date to which such interest has been paid in full."

C. The Initial Certificate shall be numbered "T-1."

Section 5. INTEREST AND SINKING FUND. A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of the Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the Issuer, and shall be used only for paying the interest on and principal of the Certificates. All amounts received from the sale of the Certificates as accrued interest and ad valorem taxes levied and collected for and on account of the Certificates shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of the Certificates are outstanding and unpaid, the governing body of the Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on the Certificates as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Certificates as such principal matures (but never less than 2% of the original amount of the Certificates as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of the Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the Issuer, for each year while any of the Certificates are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Certificates, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law.

Section 6. SURPLUS REVENUES. The Certificates are additionally secured by and payable from a pledge of the revenues of the Issuer's combined Waterworks and Sewer Systems remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve and other requirements in connection with all of the Issuer's revenue obligations (now or hereafter outstanding) that are payable from all or part of the Net Revenues of the Issuer's

Waterworks and Sewer Systems, constituting "Surplus Revenues." The Issuer shall deposit such Surplus Revenues to the credit of the Interest and Sinking Fund created pursuant to Section 5, to the extent necessary to pay the principal and interest on the Certificates. Notwithstanding the requirements of Section 5, if Surplus Revenues are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to Section 5 may be reduced to the extent and by the amount of the Surplus Revenues then on deposit in the Interest and Sinking Fund. The Issuer reserves the right, without condition or limitation, to issue other obligations secured in whole or in part by a parity lien on and pledge of the Surplus Revenues, for any purpose permitted by law.

Section 7. DEFEASANCE OF CERTIFICATES. (a) Any Certificate and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Certificate") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section 7, when payment of the principal of such Certificate, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Certificates shall have become due and payable. At such time as a Certificate shall be deemed to be a Defeased Certificate hereunder, as aforesaid, such Certificate and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes or revenues herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities, and thereafter the Issuer will have no further responsibility with respect to amounts available to the Paying Agent/Registrar (or other financial institution permitted by applicable law) for the payment of such Defeased Certificates, including any insufficiency therein caused by the failure of the Paying Agent/Registrar (or other financial institution permitted by applicable law) to receive payment when due on the Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem Defeased Certificates that is made in conjunction with the payment arrangements specified in subsection 7(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Certificates immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying

Agent/Registrar that is not required for the payment of the Certificates and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Certificates may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 7(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Defeased Certificates, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by Texas law that are eligible to refund, defease or otherwise discharge obligations such as the Certificates.

(d) Until all Defeased Certificates shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Certificates the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Certificates of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Certificates by such random method as it deems fair and appropriate.

Section 8. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED CERTIFICATES.

(a) Replacement Certificates. In the event any outstanding Certificate is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new certificate of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Certificate, in replacement for such Certificate in the manner hereinafter provided.

(b) Application for Replacement Certificates. Application for replacement of damaged, mutilated, lost, stolen or destroyed Certificates shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Certificate, the registered owner applying for a replacement certificate shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Certificate, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Certificate, as the case may be. In every case of damage or mutilation of a Certificate, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Certificate so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Certificate shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Certificate, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Certificate) instead of issuing a replacement Certificate, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Certificates. Prior to the issuance of any replacement certificate, the Paying Agent/Registrar shall charge the registered owner of such Certificate with all legal, printing, and other expenses in connection therewith. Every replacement certificate issued pursuant to the provisions of this Section by virtue of the fact that any Certificate is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Certificate shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Certificates duly issued under this Ordinance.

(e) Authority for Issuing Replacement Certificates. In accordance with Subchapter D of Chapter 1201, Government Code, this Section 8 of this Ordinance shall constitute authority for the issuance of any such replacement certificate without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such certificates is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Certificates in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for Certificates issued in conversion and exchange for other Certificates.

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF CERTIFICATES; BOND COUNSEL'S OPINION AND ENGAGEMENT; ATTORNEY GENERAL FILING FEE; CUSIP NUMBERS; OTHER PROCEDURES AND AGREEMENTS. (a) The Mayor of the Issuer is hereby authorized to have control of the Certificates initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Certificates pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Certificates said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Certificates, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Certificates issued and delivered under this Ordinance, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Certificates.

(b) The Mayor, Town Manager, Finance Director and Town Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments,

whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement relating to the Certificates. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

(c) The obligation of the initial purchaser to accept delivery of the Certificates is subject to the initial purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the date of initial delivery of the Certificates to the initial purchaser. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Certificates is hereby approved and confirmed. The execution and delivery of an engagement letter between the Issuer and such firm, with respect to such services as bond counsel, is hereby authorized in such form as may be approved by the Mayor of the Issuer and the Mayor is hereby authorized to execute such engagement letter.

(d) In accordance with the provisions of Section 1202.004, Tex. Gov't Code Ann., in connection with the submission of the Certificates by the Attorney General of Texas for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Certificates, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Certificates. The Issuer hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Certificates, made payable to the "Texas Attorney General," be promptly furnished to the Issuer's Bond Counsel, for payment to the Attorney General in connection with his review of the Certificates.

Section 10. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE CERTIFICATES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Certificates as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Certificates, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Certificates or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Certificates (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Certificates being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Certificates being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Certificates, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Certificates, other than investment property acquired with --

(A) proceeds of the Certificates invested for a reasonable temporary period of 3 years or less or, in the case of a current refunding bond, for a period of 90 days or less or, in the case of an advance refunding, for a period of 30 days or less, until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Certificates;

as (7) to otherwise restrict the use of the proceeds of the Certificates or amounts treated as proceeds of the Certificates, as may be necessary, so that the Certificates do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Certificates) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to

pay to the United States of America, not later than 60 days after the Certificates have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (a)(8), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the Certificateholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Use of Proceeds. For purposes of the foregoing covenants (a)(1) and (a)(2), the Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of the Certificates, transferred proceeds (if any) and proceeds of the Refunded Obligations expended prior to the date of issuance of the Certificates. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated that modify or expand provisions of the Code, as applicable to the Certificates, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated that impose additional requirements applicable to the Certificates, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Certificates under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor or the Finance Director to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, that may be permitted by the Code as are consistent with the purpose for the issuance of the Certificates.

(d) Disposition of Projects. The Issuer covenants that the Projects will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Certificates. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains a legal opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

**Section 11. SALE OF CERTIFICATES AND APPROVAL OF OFFICIAL STATEMENT;
APPLICATION OF PROCEEDS; FURTHER PROCEDURES.**

(a) The Certificates are hereby initially sold and shall be delivered to BOSC, Inc. and Coastal Securities, Inc. (the "Underwriters") for cash at a price set forth below, pursuant to the terms and provisions of a Purchase Contract that the Mayor of the Issuer is hereby authorized to execute and deliver. The Certificates shall initially be registered in the name of BOSC, Inc. The Certificates are sold to the Underwriters at a price of \$_____ (representing the par amount of the Certificates, plus an aggregate original issue premium of \$_____, less Underwriters' discount on the Certificates of \$_____). It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable.

(b) The Issuer hereby approves the form and content of the Official Statement relating to the Certificates and any addenda, supplement or amendment thereto, and approves the distribution of such Official Statement in the reoffering of the Certificates by the Underwriters in final form, with such changes therein or additions thereto as the officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof. The distribution and use of the Preliminary Official Statement posted and disseminated prior to the date hereof is hereby ratified and confirmed.

(c) The proceeds of the sale of the Certificates shall be allocated as follows: (i) the amount of \$_____ shall be deposited with the paying agent for the Refunded Obligations to be administered in accordance with the Escrow Agreement approved in accordance with Section 14 hereof, (ii) the amount of \$_____ shall be deposited to the construction fund of the Issuer to be used for the construction of the projects financed with the Certificates, (iii) the amount of \$_____ shall be applied to pay the costs of issuance of the Certificates and (iv) the amount of \$_____ shall be deposited to the Interest and Sinking Fund.

(d) The Mayor, Town Manager and Town Secretary and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Certificates, the sale of the Certificates and the Official Statement. In case any officer whose signature shall appear on any Certificate shall cease to be such officer before the delivery of such Certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. ALLOCATION OF CERTIFICATE PROCEEDS. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the construction and acquisition of the Project on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed. The foregoing notwithstanding, the Issuer shall not expend proceeds of the sale of the Certificates or investment earnings thereon more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Certificates, or (2) the date the Certificates are retired, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the

status, for federal income tax purposes, of the Certificates or the interest thereon. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 13. RESERVED.

Section 14. INTEREST EARNINGS ON CERTIFICATE PROCEEDS; APPROPRIATION.

(a) Interest earnings, if any, derived from the investment of proceeds from the sale of the Certificates shall be used along with other certificate proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on certificate proceeds that are required to be rebated to the United States of America pursuant to Section 10 hereof in order to prevent the Certificates from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(b) To pay the debt service coming due on the Certificates, if any, prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 15. CONSTRUCTION FUND. The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund to be entitled the "Series 2016 Combination Tax and Surplus Revenue Certificate of Obligation Construction Fund" for use by the Issuer for payment of all lawful costs associated with the acquisition and construction of the Project as hereinbefore provided. Upon payment of all such costs, any moneys remaining on deposit in said Fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

Section 16. COMPLIANCE WITH RULE 15c2-12.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"MSRB" means the Municipal Securities Rulemaking Board.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

(b) Annual Reports.

(i) The Issuer shall provide annually to the MSRB, in the electronic format prescribed by the MSRB certain updated financial information and operating data pertaining to the Issuer, being the following: (i) the Issuer's annual financial audit report; and (ii) the information found in tables 1 through 5 and 7 through 14 in the Official Statement for the Certificates. The Issuer will update and provide the information in the numbered tables within six months after the end of each fiscal year ending in and after 2016. The Issuer will additionally provide its annual financial audit report when and if available and, in any event, within 12 months after the end of each fiscal year ending in or after 2016. If the annual financial audit report is not complete within 12 months after any such fiscal year end, then the Issuer will file unaudited financial statements within such 12 month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(ii) Any financial information so to be provided shall be (i) prepared in accordance with the accounting principles described in the financial statements of the Issuer appended to the Official Statement, or such other accounting principles as the Issuer may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the Issuer commissions an audit of such statements and the audit is completed within the period during which they must be provided.

(iii) If the Issuer changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Issuer otherwise would be required to provide financial information and operating data pursuant to this Section. The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any documents available to the public on the MSRB's internet website or filed with the SEC. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

(c) Event Notices.

(i) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, if such event is material within the meaning of the federal securities laws: (1) non-payment related defaults; (2) modifications to rights of Certificateholders; (3) Certificate calls; (4) release, substitution, or sale of property securing repayment of the Certificates; (5) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and (6) appointment of a successor or additional trustee or the change of name of a trustee.

(ii) The Issuer shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten business days after the occurrence of the event) of any of the following events with respect to the Certificates, without regard to whether such event is considered material within the meaning of the federal securities laws: (1) principal and interest

payment delinquencies; (2) unscheduled draws on debt service reserves reflecting financial difficulties; (3) unscheduled draws on credit enhancements reflecting financial difficulties; (4) substitution of credit or liquidity providers, or their failure to perform; (5) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates; (6) tender offers; (7) defeasances; (8) rating changes; and (9) bankruptcy, insolvency, receivership or similar event of an obligated person.

(iii) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection.

(d) Limitations, Disclaimers, and Amendments.

(i) The Issuer shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Issuer remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the Issuer in any event will give notice of any deposit made in accordance with this Ordinance or applicable law that causes Certificates no longer to be outstanding.

(ii) The provisions of this Section are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Issuer undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Issuer's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Issuer does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

(iii) UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(iv) No default by the Issuer in observing or performing its obligations under this Section shall comprise a breach of or default under this Ordinance for purposes of any other provision of this

Ordinance. Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(v) Should the Rule be amended to obligate the Issuer to make filings with or provide notices to entities other than the MSRB, the Issuer hereby agrees to undertake such obligation with respect to the Certificates in accordance with the Rule as amended. The provisions of this Section may be amended by the Issuer from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Issuer, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the Issuer (such as nationally recognized bond counsel) determined that such amendment will not materially impair the interest of the registered owners and beneficial owners of the Certificates. The Issuer may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates. If the Issuer so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) of this Section an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 17. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Ordinance in order to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and which shall not materially adversely affect the interests of the holders, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be inconsistent with the provisions of this Ordinance and which shall not in the opinion of the Issuer's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Certificates aggregating in principal amount 51% of the aggregate principal amount of then outstanding Certificates which are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto which may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then outstanding Certificates, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Certificates so as to:

- (1) Make any change in the maturity of any of the outstanding Certificates;
- (2) Reduce the rate of interest borne by any of the outstanding Certificates;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Certificates;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Certificates or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of any series of Certificates necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Certificates a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the Issuer for inspection by all holders of such Certificates.

(d) Whenever at any time within one year from the date of publication of such notice the Issuer shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Certificates then outstanding which are required for the amendment, which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all holders of such affected Certificates shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Certificate pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Certificate during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Certificates then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

For the purposes of establishing ownership of the Certificates, the Issuer shall rely solely upon the registration of the ownership of such Certificates on the registration books kept by the Paying Agent/Registrar.

Section 18. CONTINUED PERFECTION OF SECURITY INTEREST. Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the ad valorem taxes granted by the Issuer under Section 5 of this Ordinance and the pledge of the Surplus Revenues under Section 6 of this Ordinance, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes granted by the Issuer under Section 5 of this Ordinance or the pledge of the Surplus Revenues under Section 6 of this Ordinance is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledges, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledges to occur.

Section 19. INCONSISTENT PROVISIONS. All indentures, ordinances or resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

Section 20. GOVERNING LAW. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 21. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 22. EVENTS OF DEFAULT. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an event of default (an "Event of Default"):

(i) the failure to make payment of the principal of or interest on any of the Certificates when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the Registered Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Registered Owner to the Issuer.

Section 23. REMEDIES FOR DEFAULT. (a) Upon the happening of any Event of Default, then and in every case, any Registered Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the may proceed against the Issuer or the Town Council of the Issuer, as appropriate for the purpose of protecting and enforcing the rights of the Registered Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Registered Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Registered Owners of Certificates then outstanding.

Section 24. REMEDIES NOT EXCLUSIVE. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Certificate authorized under this Ordinance, such Registered Owner agrees that the certifications required to effectuate any covenants or representations contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the Town Council of the Issuer.

Section 25. EFFECTIVE DATE. In accordance with the provisions of V.T.C.A., Government Code, Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Town Council.



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 12, 2016

Agenda Item:

Consider and act upon a request for a Façade Exception for the Tribute Memory Care Facility in the Prosper Town Center development, located on the west side of Hays Road, 900± feet north of First Street. (MD16-0006).

Request:

As depicted in the proposed elevations (Attachment 3), the applicant is requesting the exterior of the proposed structure to be constructed of a combination of brick, stone and cementitious fiber board siding. The Zoning Ordinance requires the exterior of the buildings to be 100% masonry, and the cementitious fiber board siding is not considered a masonry material per the Zoning Ordinance.

In April 2016, Town staff approved a Façade Plan for the building, proposed to be constructed entirely of a brick and stone exterior meeting the requirements of the Zoning Ordinance. With the adoption of the Façade Exception process, the applicant is now proposing the use of cementitious fiber board on the perimeter of the building. As shown on the attached Site Plan exhibit (Attachment 4), the proposed use of cementitious fiber board is proposed within the courtyards, within the service areas, and in the centrally located clear story element. A material rendering exhibit illustrating the look and feel of the proposed cementitious fiber board material is also attached for reference, Attachment 5.

Specifically, the proposed reduction in masonry requested is from 91% to 17% on the northern elevation, 90% to 75% on the southern elevation, 92% to 81% on the eastern elevation and 89% to 43% on the western elevation, with the least requested reduction of masonry being on the elevations with the most public exposure, i.e. the southern and eastern elevations. Both the previously approved Façade Plan and proposed Façade Plan are attached for reference.

In considering an exception to the required masonry requirements, the Planning & Zoning Commission and Town Council may consider whether a proposed alternate material:

- (a) is a unique architectural expression;
- (b) includes unique building styles and materials;
- (c) is consistent with high quality development;
- (d) is or would be visually harmoniousness with existing or proposed nearby buildings;

- (e) has obvious merit based upon the quality and durability of the materials; and
- (f) represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.

Please reference the attached letter from the applicant addressing the aforementioned criteria in support of the request.

Attachments:

1. Location Map
2. Staff Approved Elevations
3. Proposed Elevations
4. Site Plan Exhibit
5. Material Rendering
6. Criteria Explanation Letter

Planning & Zoning Commission Recommendation:

At their June 21, 2016, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 6-1, subject to the use of cementitious fiber board only being permitted within courtyards area and on the centrally located clear story element.

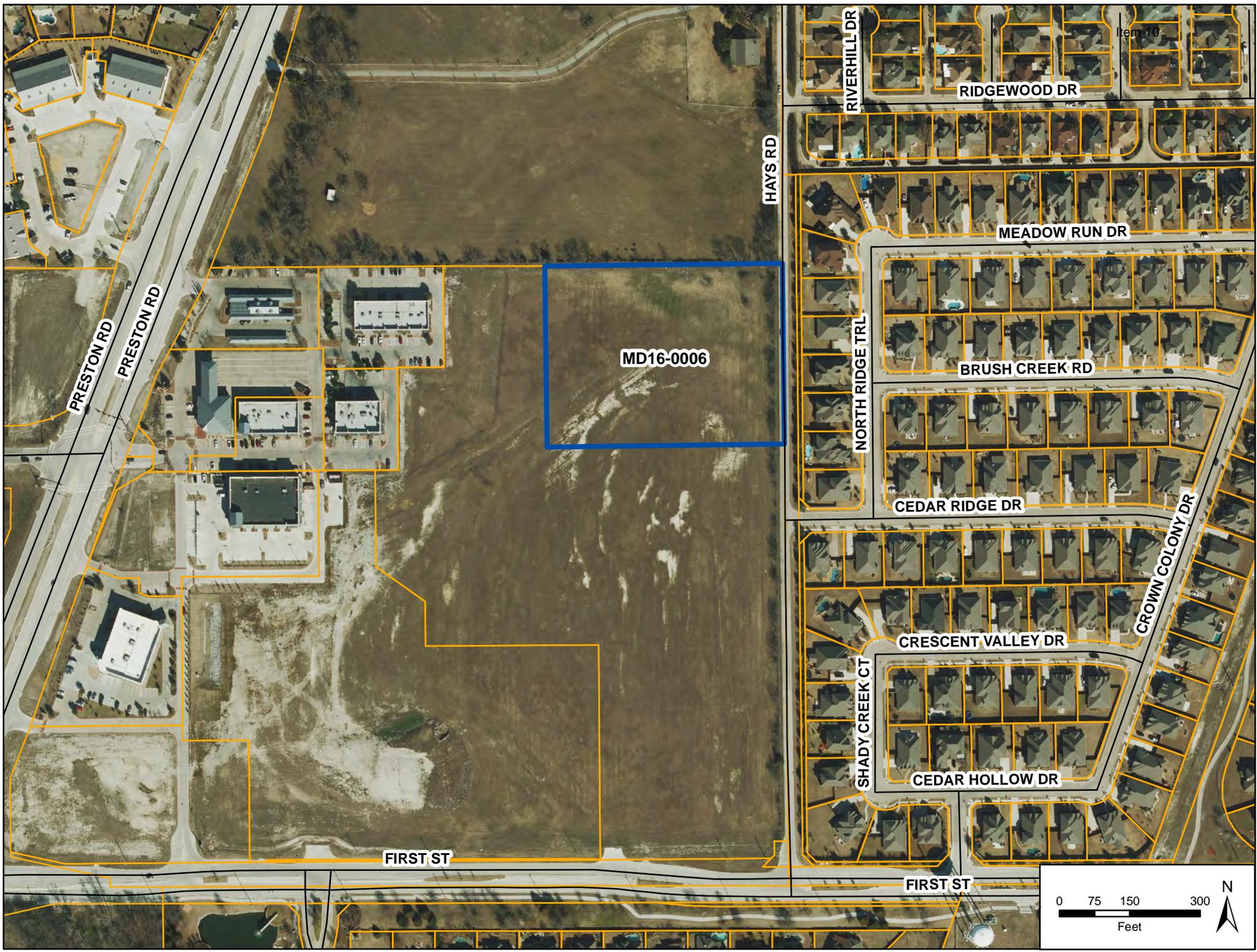
The attached Site Plan exhibit (Attachment 4) also depicts the locations where the Planning & Zoning Commission recommended masonry, as opposed to the proposed cementitious fiber board siding.

Town Staff Recommendation:

Town staff recommends that the Town Council consider and act upon a request for a façade exception for the Tribute Memory Care Facility.

Proposed Motion:

I move to _____ (approve/deny) a request for a Façade Exception for the Tribute Memory Care Facility in the Prosper Town Center development, located on the west side of Hays Road, 900± feet north of First Street.



Item 10

MD16-0006

PRESTON RD
PRESTON RD

HAYS RD

RIVERHILL DR

RIDGEWOOD DR

MEADOW RUN DR

BRUSH CREEK RD

CEDAR RIDGE DR

CRESCENT VALLEY DR

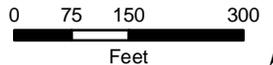
CEDAR HOLLOW DR

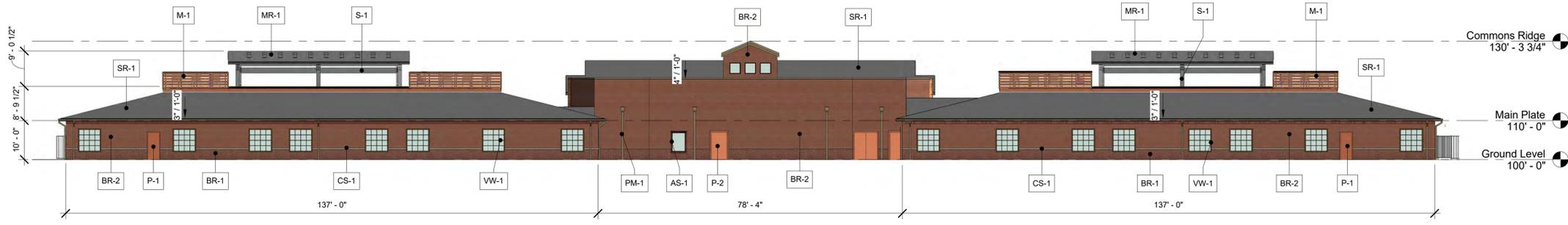
SHADY CREEK CT

CROWN COLONY DR

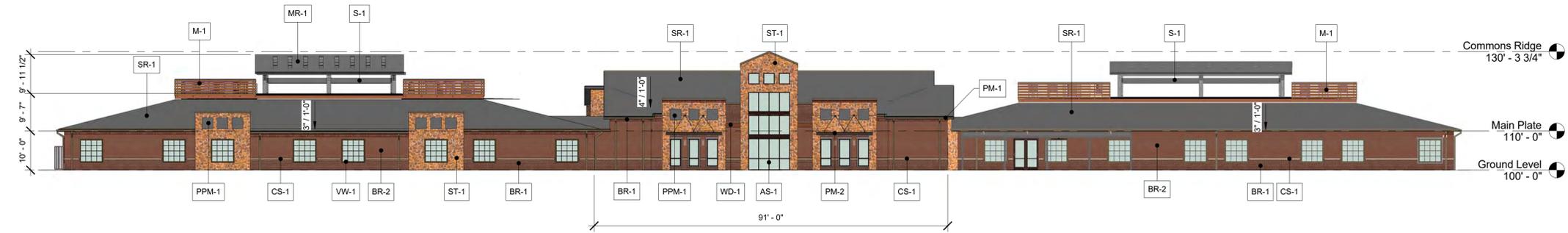
FIRST ST

FIRST ST





1 North Elevation
1/16" = 1'-0"



2 South Elevation - Front
1/16" = 1'-0"



3 East Elevation
1/16" = 1'-0"



4 West Elevation
1/16" = 1'-0"

Material Schedule - Exterior_City Review			
Mark	Material: Description	Manufacturer	Color/Finish
Composite			
M-1	Composite	Trex	Color: Saddle
EIFS			
E-1	EIFS	Manufacturer	Color: Paint to match P-2
Masonry			
BR-1	Brick - King Size	Acme Brick	Color: Amaretto-20 Finish: Velour
BR-2	Brick - King Size	Acme Brick	Color: Garnet Finish: Velour
CS-1	Exterior - Stone	United Commercial Cast Stone	Color: Tan - Submit for Approval
ST-1	Exterior - Stone	Private Client	Surface stone w/ Natural Mold
Paint			
P-1	Paint	Benjamin Moore	2106-10 Java, To coordinate with BR-1
P-2	Paint	Benjamin Moore	Color: 1197 Pumice Stone, To coordinate with BR-2
P-3	Paint	Benjamin Moore	Color: HC-77 Alexandria Beige, To coordinate with PM-1
Prefinished Metal			
PM-1	Exterior - Prefinished Metals	Berridge Manufacturing Co.	Color: Sierra Tan
PM-2	Exterior - Prefinished Metals	Berridge Manufacturing Co.	Color: Dark Bronze
PPM-1	Exterior - Pre-Painted Metal	Western States Metal Roofing	Color: Fresh Roast, 855-4 Corten (Submit for Approval)
Roofing			
MR-1	Exterior - Prefinished Metal Roofing	Berridge Manufacturing Co.	Color: Zinc Grey
SR-1	Composite Shingle	Certaainteed	Color: Shenandoah
Steel			
S-1	Steel Structure		Color: TBD
Storefront			
AS-1	Aluminum Storefront	Kawneer	Color: Classic Bronze, Permafluor UC109850
Windows			
VW-1	Vinyl Window		Color: Brown, Submit for Approval
Wood			
WD-1	Cedar Timber		Species: Cedar

SECONDARY MATERIALS
 (TREX, PREFINISHED METAL, CEDAR WOOD, EIFS, STEEL STRUCTURE)

Elevation Material Calculations			
		SF	% of Material
North	Total Area	4902	
	Glazing Area	665	
	Net Area	4237	
	BR-1 Area	977	23%
	BR-2 Area	2841	67%
	CS-1	43	1%
	Secondary Materials	376	9%
South	Total Area	4761	
	Glazing Area	887	
	Net Area	3874	
	BR-1	806	21%
	BR-2	1847	48%
	CS-1	48	1%
	ST-1	786	20%
Secondary Materials	387	10%	
East	Total Area	4384	
	Glazing Area	754	
	Net Area	3630	
	BR-1	574	16%
	BR-2	1764	49%
	ST-1	958	26%
	CS-1	34	1%
Secondary Materials	300	8%	
West	Total Area	4379	
	Glazing Area	827	
	Net Area	3552	
	BR-1	584	16%
	BR-2	1639	46%
	CS-1	36	1%
	ST-1	938	26%
Secondary Materials	355	10%	

STANDARD LANGUAGE AND/OR NOTATIONS

- *This Facade 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 the Zoning Ordinance
- *When permitted, exposed utility boxes and conduits shall be painted to match the building
- *All signage areas and locations are subject to approval by the Building Inspections Department
- *Windows shall have a maximum exterior visible reflectivity of ten (10) percent.

Owner: Elder Living Partners
 13642 Omega
 Dallas, TX 75244

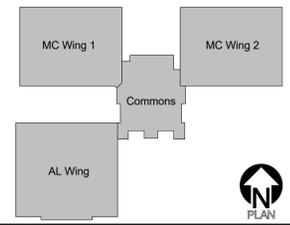
Applicant: Matthew Maly
 170 N. Preston Rd., STE. 10
 Prosper, TX 75078

Surveyor: Dunaway Associates L.P.
 170 N. Preston Rd., STE. 10
 Prosper, TX 75078

**LOT 1
 BLOCK A
 PROSPER TOWN CENTER PHASE IV**

**TOWN of PROSPER
 CASE #D16-0019**

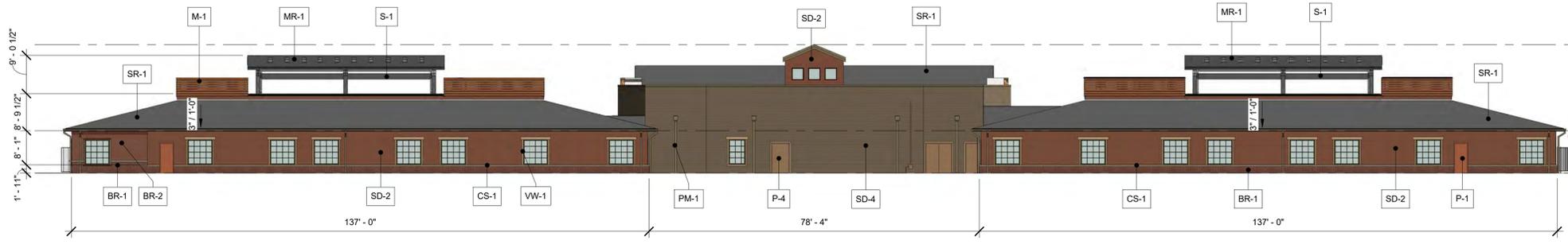
TOWN OF PROSPER
 Staff Approved
 04/13/2016



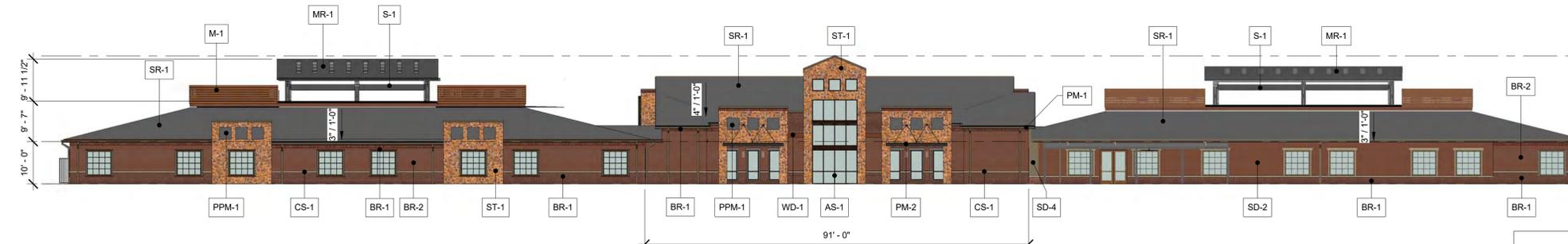
**Facade Plan
 OPTION 2**

SPE 2.0

Scheme/Version:
 Project Number:
 Date: 04/13/2016
 15006-01



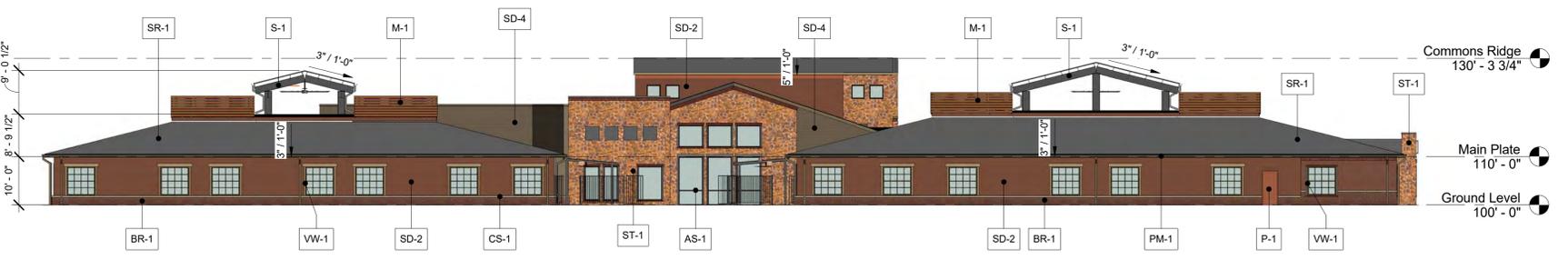
1 North Elevation
1/16" = 1'-0"



2 South Elevation - Front
1/16" = 1'-0"



3 East Elevation
1/16" = 1'-0"



4 West Elevation
1/16" = 1'-0"

Material Schedule - Exterior_City Review			
Mark	Material: Description	Manufacturer	Color/Finish
Composite			
M-1	Composite	Trex	Color: Saddle
Hardi Siding			
SD-2	Cement Fiber Siding/Trim	James Hardi	Finish: Cedamilli, Paint to match P-2
SD-4	Cement Fiber Siding/Trim	James Hardi	Finish: Cedamilli, Paint to match P-4
Masonry			
BR-1	Brick - King Size	Acme Brick	Color: Amaretto-20 Finish: Velour
BR-2	Brick - King Size	Acme Brick	Color: Gamet Finish: Velour
CS-1	Exterior - Stone	United Commercial Cast Stone	Color: Tan - Submit for Approval
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WD-1	Cedar Timber		Species: Cedar

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	SD-2	1593	38%
	SD-4	1538	36%
South	Cast Stone	43	1%
	Secondary Materials	376	9%
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	Net Area	3874	
	BR-1	837	22%
	BR-2	1251	32%
	SD-2	565	15%
	CS-1	48	1%
	ST-1	786	20%
	Secondary Materials	387	10%
	West	Total Area	4384
Glazing Area		754	
Net Area		3630	
BR-1		557	15%
BR-2		1432	40%
SD-2		214	6%
SD-4		172	5%
CS-1		34	1%
ST-1		922	25%
Secondary Materials		299	8%

STANDARD LANGUAGE AND/OR NOTATIONS

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- * All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance
- * When permitted, exposed utility boxes and conduits shall be painted to match the building "Department"
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- * Windows shall have a maximum exterior visible reflectivity of ten (10) percent.

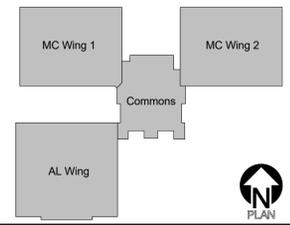
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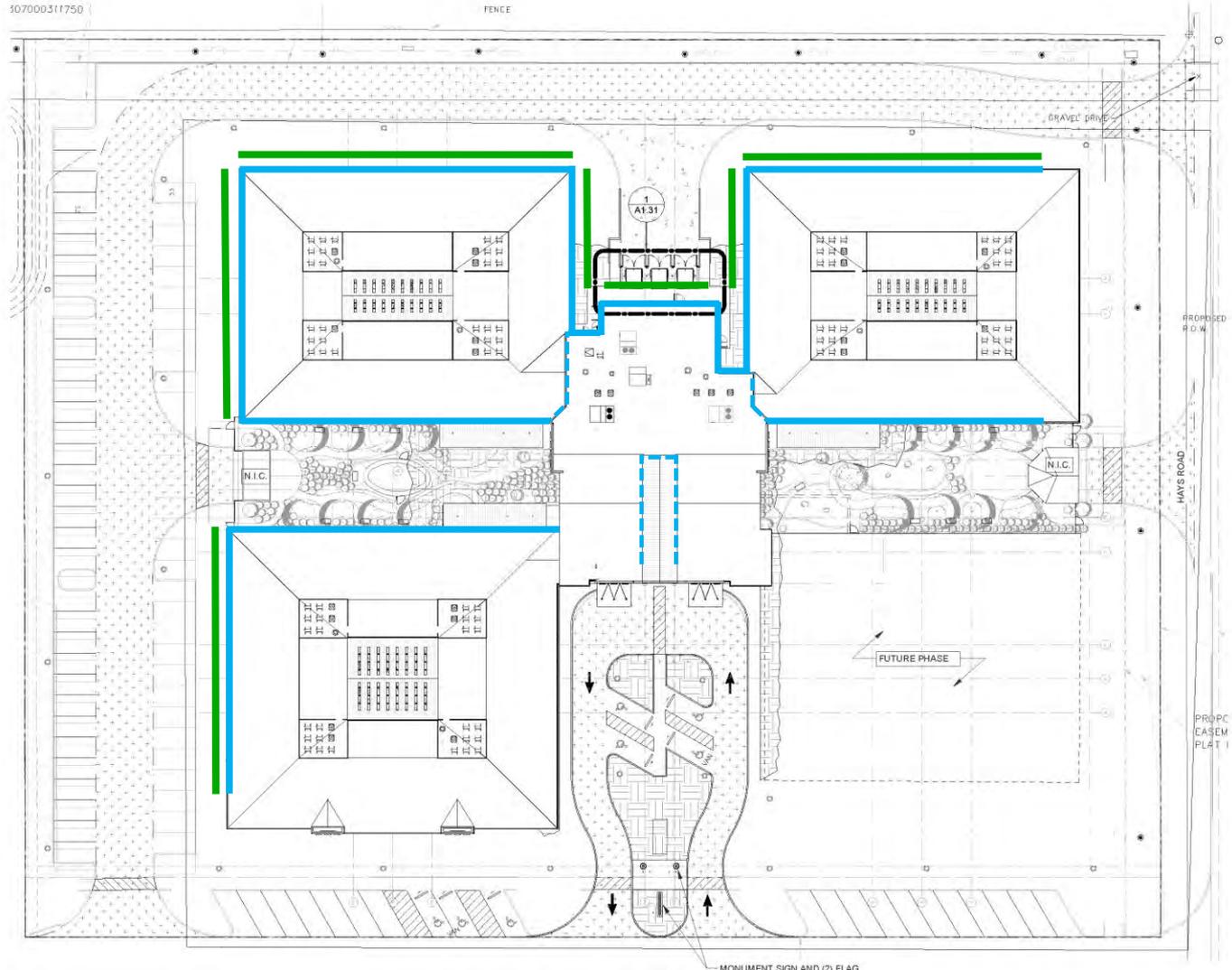
**LOT 1
BLOCK A
PROSPER TOWN CENTER PHASE IV**

**TOWN of PROSPER
CASE #MD16-0006**



Site/Floor Plan

Item 10



P&Z Commission
Recommended
Masonry Areas

Requested Hardi
Board Areas









Jonathan Hubbard
Town of Prosper

Re: Tribute Alternate Materials Request

Dear Jonathan;

The applicant proposes to use cement fiber siding material on various portions of the building in lieu of masonry.

Unique architectural expression

The character of the design is intended to be residential in nature as this will be “home” for our residents. The owner and architects feel that the introduction of a siding material, along with brick and stone, contributes to that design intent by creating visual interest and reducing monotony. Many homes include a variety of materials, including siding.

Includes unique building styles and materials

The cement fiber siding is combined with brick and stone that match the existing developed commercial buildings. The additional material, along with sloped residential roofs, is intended to give the building less of a commercial / institutional look as we feel that is very important for this use.

Is consistent with high quality development

The cement fiber siding is a high quality material. It has all the aesthetic advantages of wood siding, without the maintenance problems of wood. It has been used extensively in major projects, such as Dr Pepper Ballpark in Frisco.

Is or would be visually harmonious with existing or proposed nearby buildings.

Many of the existing homes in the immediate area include siding materials in addition to masonry. The existing buildings at Prosper Town Center are commercial in use and appearance. Tribute Senior Living is located at the far northeast corner of the development. While utilizing the same stone and brick for compatibility with the commercial buildings, the introduction of siding and other residential design features will make a good transition to the adjacent single family homes to the east.

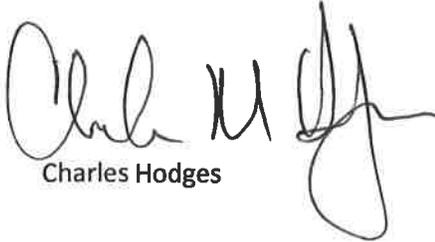
Has obvious merit based upon the quality and durability of the materials.

We feel the merits are obvious based on the use and the reasons stated above. As the siding is a cement based product, there is no concern with the quality or long term durability. The product is UV resistant, mold resistant, non-combustible, and will not rot like wood products are prone to do. The product, like masonry, is made to last a lifetime.

Represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives

The design team feels the intent of the zoning is to promote good design and utilize high quality materials. For the reasons noted above we believe incorporating the cement fiber siding does not compromise the intent and in fact results in a better design.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Hodges". The signature is stylized and cursive, with a large initial "C" and "H".

Charles Hodges



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 12, 2016

Agenda Item:

Consider and act upon a request for a Façade Exception for the Gates of Prosper, Phase 1, Block A, Lot 4, located on the northwest corner of future Lovers Lane and US 380, and Block B, Lot 3, located on the northwest corner of future Richland Boulevard and future Lovers Lane. (MD16-0008).

Description of Agenda Item:

The developer of the Gates of Prosper is seeking a Façade Exception to three retail buildings within the development, to allow for an increase in secondary material. The buildings include:

- Dick's Sporting Goods and Field & Stream (Block A, Lot 4) – 88,400 square feet
- Retail Shell Building (Block A, Lot 4) – 19,600 square feet
- Retail Shell Building (Block B, Lot 3) – 213,618 square feet

The Zoning Ordinance limits secondary materials to 10% of an elevation. As depicted on Attachment 3, the applicant is requesting the exterior of the structure of the proposed Dick's Sporting Goods and Field & Stream to be constructed primarily of brick, stone and concrete tilt wall as required by the ordinance, but are requesting the use of wood, metal, and glass to exceed 10% only on the northern (front) elevation

As depicted on Attachments 4 and 5, the applicant is also requesting the allowance of secondary materials to exceed 10% for two retail shell buildings. The exterior of the structures are proposed to be constructed primarily of stone and tilt wall as required by ordinance. While the calculations on the attached proposed elevations depict 4 of the 8 elevations meeting the current standard, the notes on the plans depict the applicant's request for the use of secondary materials to not exceed 15% per elevation for future modifications, with the exception of the western (front) elevation of the 19,400 square foot building on Lot 4, in which secondary materials will not exceed 25%.

In considering an exception to the required masonry requirements, the Planning & Zoning Commission and Town Council may consider whether a proposed alternate material:

- (a) is a unique architectural expression;
- (b) includes unique building styles and materials;

- (c) is consistent with high quality development;
- (d) is or would be visually harmoniousness with existing or proposed nearby buildings;
- (e) has obvious merit based upon the quality and durability of the materials; and
- (f) represents an exterior building material that is in keeping with the intent of this chapter to balance the abovementioned objectives.

Please reference the attached letter from the applicant addressing the aforementioned criteria in support of the request.

Attachments:

1. Location Map
2. Site Plan Exhibit
3. Proposed Elevations for Dick's and Field & Stream
4. Proposed Elevations for Shell Building on Block A, Lot 4
5. Proposed Elevations for Shell Building on Block B, Lot 3
6. Criteria Response Letter

Planning & Zoning Commission Recommendation:

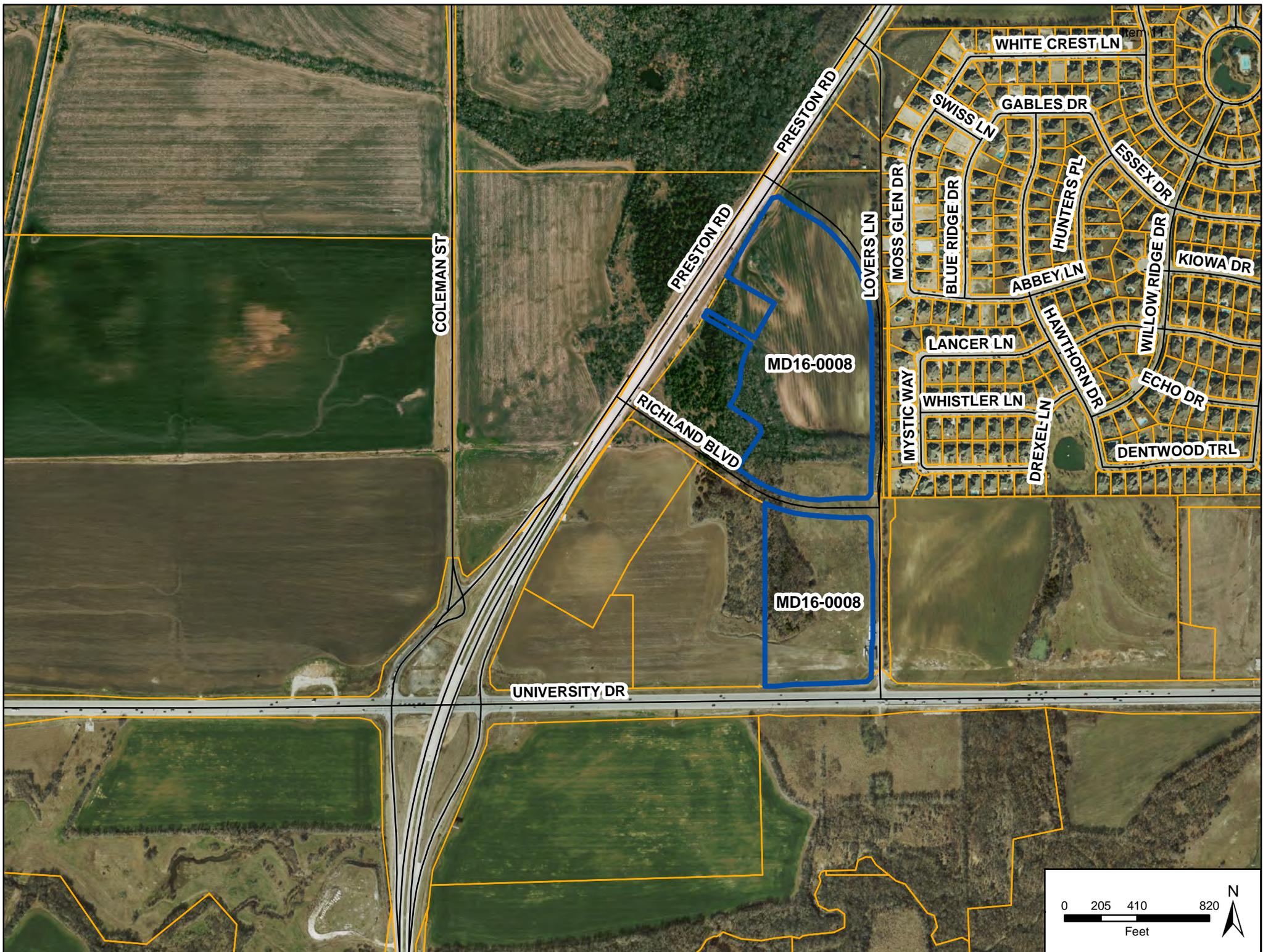
At their July 5, 2016, meeting, the Planning & Zoning Commission recommended the Town Council approve the request, by a vote of 7-0.

Town Staff Recommendation:

Town staff recommends that the Town Council consider and act upon a request for a façade exception for the Gates of Prosper, Phase 1, Block A, Lot 4 and Block B, Lot 3.

Proposed Motion:

I move to _____ (approve/deny) a request for a Façade Exception for the Gates of Prosper, Phase 1, Block A, Lot 4, located on the northwest corner of future Lovers Lane and US 380, and Block B, Lot 3, located on the northwest corner of future Richland Boulevard and future Lovers Lane.



COLEMAN ST

PRESTON RD

MD16-0008

RICHLAND BLVD

MD16-0008

UNIVERSITY DR

LOVERS LN

MOSS GLEN DR

BLUE RIDGE DR

WHITE CREST LN

GABLES DR

SWISS LN

HUNTERS PL

ESSEX DR

ABBAY LN

KIOWA DR

LANCER LN

WILLOW RIDGE DR

WHISTLER LN

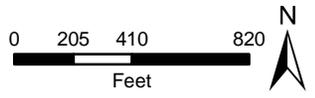
HAWTHORN DR

ECHO DR

DENTWOOD TRL

MYSTIC WAY

DREXEL LN



PORTION OF
SECTION 36
TOWNSHIP 36N
RANGE 10E
COUNTY OF WISCONSIN

REMARKS OF
A CALLED PLAT ADDRESS
AND BEING L.P. 10000000
C.R. 73

37
38
39
B 40
41
42
43
44

STATE HIGHWAY 280 (PRESTON ROAD)
(VARIABLE WIDTH RIGHT-OF-WAY)

RICHLAND BOULEVARD
RICHLAND BOULEVARD

COUNTY ROAD NO. 73 (NO RECORD FOUND)

BLOCK B

LOWERS LANE

LOWERS LANE

LOWERS LANE

BLOCK B, LOT 3

BLOCK B, LOT 4

BLOCK B, LOT 2

BLOCK B, LOT 1

BLOCK B, LOT 5

BLOCK B, LOT 3

BLOCK A, LOT 2R

BLOCK A, LOT 5

BLOCK A, LOT 6

BLOCK A, LOT 7

BLOCK A, LOT 1

Walmart

BLOCK A, LOT 3

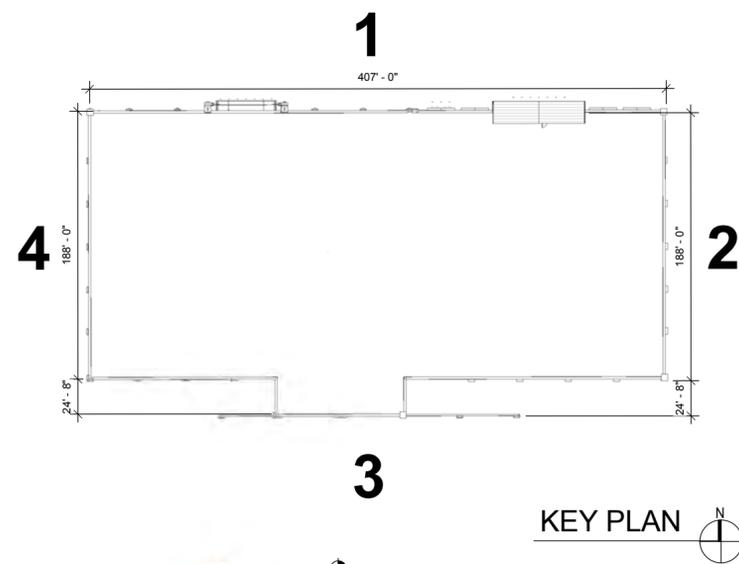
BLOCK A, LOT 4

U.S. HIGHWAY 380 (UNIVERSITY DRIVE)
(VARIABLE WIDTH RIGHT-OF-WAY)

BEN RENISON SURVEY, ABSTRACT 755
T.J. JAMISON SURVEY, ABSTRACT 481

REMARKS OF
A CALLED PLAT ADDRESS
AND BEING L.P. 10000000
C.R. 73





FINISH SCHEDULE

- BRK-1** REFER TO SPECIFICATION SECTION 04200 FOR ACCEPTABLE MANUFACTURERS. MORTAR - ARGOS #127
- ST-1** MANUFACTURER: CENTURIAN STONE - PATTERN #040 PALOS VERDE - COLOR: #786 ASPEN.
- GL-1** AMBER COLORED GLASS
- GL-2** CLEAR GLASS w/ GRAPHIC IMAGE
- WD-55** MANUFACTURER: ARRIGONI WOODS - RECLAIMED MATERIAL SUNBURNT SIDING - FINISH: NATURAL
- WD-56** MANUFACTURER: ARRIGONI WOODS - RECLAIMED MATERIAL SUNBURNT SIDING - FINISH: STAINED
- WD-57** MANUFACTURER: WESTERN WOOD PRODUCTS ASSOCIATION - 2x8 QTR LOG CABIN SIDING w/ REVEAL; PERMA-CHINK-BEIGE #216 - FINISH: STAINED
- MT-55** MANUFACTURER: INNOVATIVE POWDER COATINGS - PRODUCT: TRANS BLACK G50
- MT-63** METAL ACM/COPING - COLOR: HARTFORD GREEN
- CMU-1** SMOOTH-FACE CENTER SCORED MASONRY UNIT. STAIN TO MATCH SW 0028 CAEN STONE
- CTC-1** CONCRETE TILT-UP WALL w/ TEXTURED COATING. COLOR TO MATCH SW 0028 CAEN STONE
- CTC-2** CONCRETE TILT-UP WALL w/ SMOOTH COATING. COLOR TO MATCH P-52 DSG BELDON
- CTC-3** CONCRETE TILT-UP WALL w/ TEXTURED COATING. COLOR TO MATCH BENJAMIN MOORE HC-124 CALDWELL GREEN
- P-124** MANUFACTURER: SHERWIN WILLIAMS - COLOR: TO MATCH DUNN EDWARDS DE6399 MOLASSES LRV 7 - FINISH: SATIN
- P-152** MANUFACTURER: SHERWIN WILLIAMS - COLOR: FS CUSTOM ORANGE PMS 158C



1. NORTH (FRONT) ELEVATION

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

TOTAL ELEVATION AREA = 11,935 sq. ft.
 WINDOWS AND DOORS AREA = 1,380 sq. ft.
 NET ELEVATION AREA = 10,555 sq. ft.

PRIMARY MATERIALS

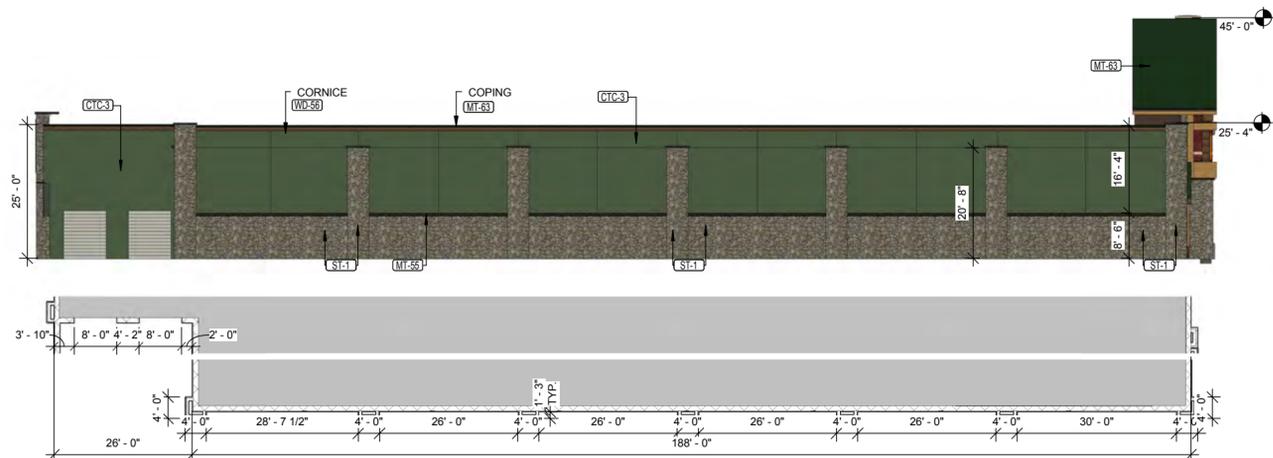
ST-1 = 2,215 sq. ft. **21%**
 CTC-1 = 2,845 sq. ft. **27%**
 BRK-1 = 945 sq. ft. **9%**

SECONDARY MATERIALS

WD-55 = 695 sq. ft. **7%**
 WD-56 = 765 sq. ft. **7%**
 WD-57 = 1,080 sq. ft. **10%**
 GL-1 = 375 sq. ft. **4%**
 GL-2 = 310 sq. ft. **3%**
 MT-55 = 125 sq. ft. **1%**
 MT-63 = 1,200 sq. ft. **11%**

FACADE PLAN CHECKLIST

- "This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspection Department"
- "All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance"
- "When permitted, exposed utility boxes and conduits shall be painted to match the building"
- "All signage areas and locations are subject to approval by the Building Inspections Department"
- "Windows shall have a maximum exterior visible reflectivity of ten (10) percent."
- "Entrance elements above 25' height are non-habitable elements integral to the building design."



2. EAST (SIDE) ELEVATION

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

TOTAL ELEVATION AREA = 5,225 sq. ft.
 WINDOWS AND DOORS AREA = 145 sq. ft.
 NET ELEVATION AREA = 5,080 sq. ft.

PRIMARY MATERIALS

ST-1 = 1,815 sq. ft. **36%**
 CTC-3 = 2,960 sq. ft. **58%**

SECONDARY MATERIALS

WD-56 = 195 sq. ft. **4%**
 MT-55 = 110 sq. ft. **2%**

Contact Information

Owner p: (724) 273-3400
 Dick's Sporting Goods
 345 Court Street
 Coraopolis, PA 15108
Architecture p: (513) 241-3000
 FRCH Architecture Inc.
 311 Elm Street, Suite 600
 Cincinnati, OH 45202
Interior Design p: (513) 241-3000
 FRCH Design Worldwide
 311 Elm Street, Suite 600
 Cincinnati, OH 45202

Sheet Issue Information

Issued	#	Description	Date
	1	SITE PLAN SUBMITTAL	05.09.2016
	2	UPDATE	05.24.2016
	3	UPDATE	06.01.2016
	4	UPDATE	06.22.2016

Drawn By: A. FUGAZZI
 Project No. 32732.000 / #4622

DICK'S SPORTING GOODS
FIELD & STREAM
 1871
GATES OF PROSPER LOT-4 BLOCK-A
 PROSPER, TX

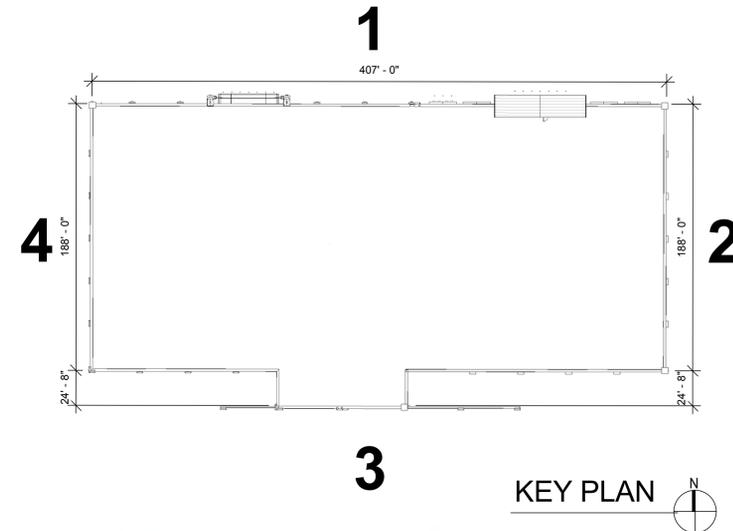
FRCH
 DESIGN WORLDWIDE

www.FRCH.com
 311 Elm Street | Suite 600 | Cincinnati, OH 45202
 Telephone 513.241.3000 | Facsimile 513.241.5015

Sheet Information

Title: **EXTERIOR ELEVATIONS**
 Block A, Lot 4

003a



FINISH SCHEDULE

- BRK-1** REFER TO SPECIFICATION SECTION 04200 FOR ACCEPTABLE MANUFACTURERS. MORTAR - ARGOS #127
- ST-1** MANUFACTURER: CENTURIAN STONE - PATTERN #040 PALOS VERDE - COLOR: #786 ASPEN.
- GL-1** AMBER COLORED GLASS
- GL-2** CLEAR GLASS w/ GRAPHIC IMAGE
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- WD-56** MANUFACTURER: ARRIGONI WOODS - RECLAIMED MATERIAL SUNBURNT SIDING - FINISH: STAINED
- WD-57** MANUFACTURER: WESTERN WOOD PRODUCTS ASSOCIATION - 2x8 QTR LOG CABIN SIDING w/ REVEAL; PERMA-CHINK-BEIGE #216 - FINISH: STAINED
- MT-55** MANUFACTURER: INNOVATIVE POWDER COATINGS - PRODUCT: TRANS BLACK G50
- MT-63** METAL ACM/COPING - COLOR: HARTFORD GREEN
- CMU-1** SMOOTH-FACE CENTER SCORED MASONRY UNIT. STAIN TO MATCH SW 0028 CAEN STONE
- CTC-1** CONCRETE TILT-UP WALL w/ TEXTURED COATING. COLOR TO MATCH SW 0028 CAEN STONE
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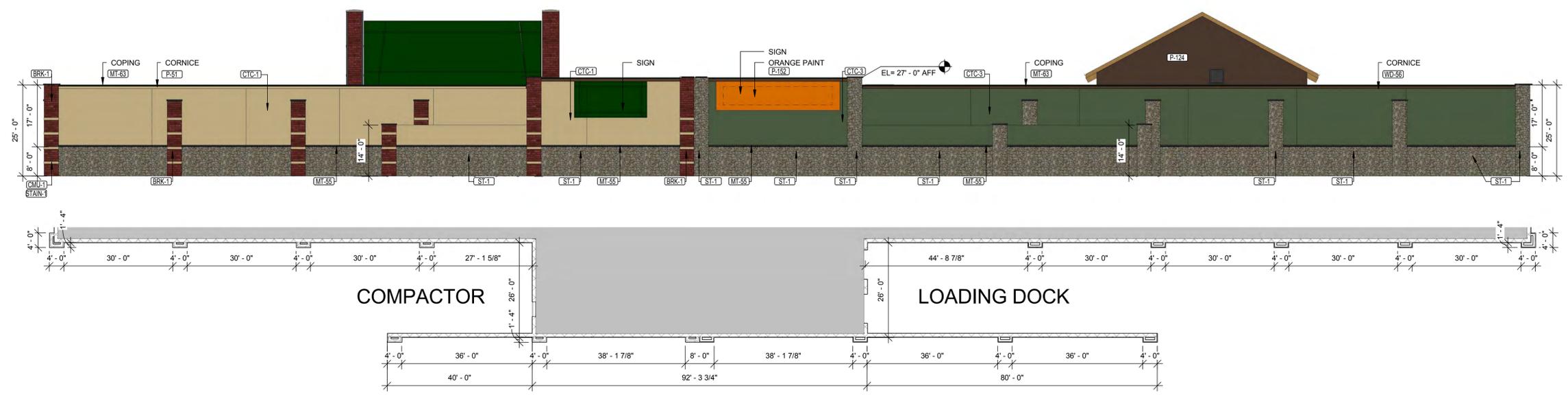
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 Cincinnati, OH 45202
 Interior Design p: (513) 241-3000
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 311 Elm Street, Suite 600
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Issued	#	Description	Date
	1	SITE PLAN SUBMITTAL	05.09.2016
	2	UPDATE	05.24.2016
	3	UPDATE	06.01.2016
	4	UPDATE	06.22.2016

Drawn By: A. FUGAZZI
 Project No: 32732.000 / #4622



3. SOUTH (REAR) ELEVATION

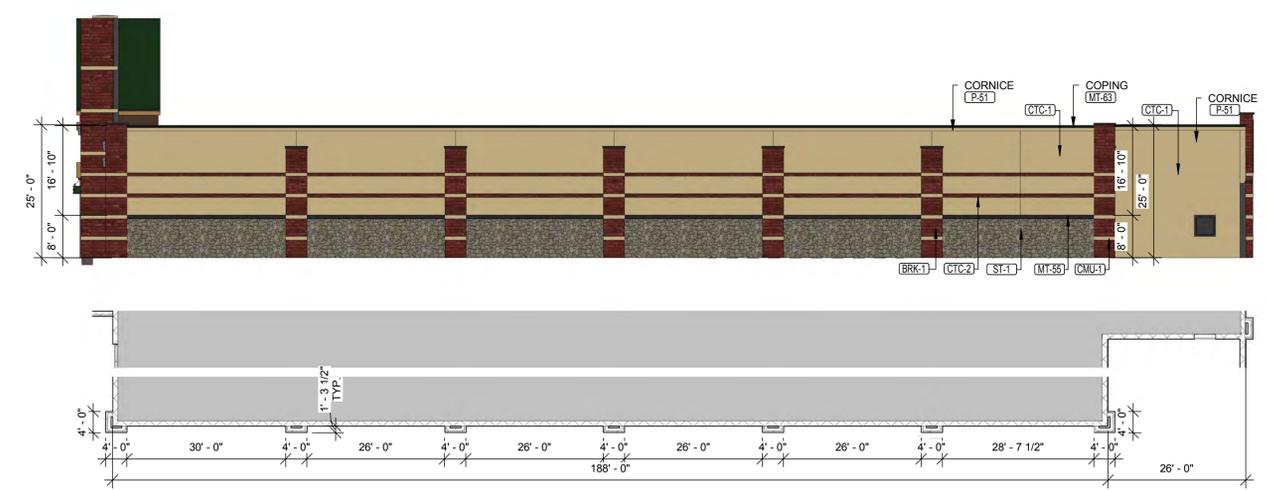
SCALE: 1/16" = 1'-0"

TOTAL ELEVATION AREA = 10,045 sq. ft.
 WINDOWS AND DOORS AREA = 0 sq. ft.
 NET ELEVATION AREA = 10,045 sq. ft.

PRIMARY MATERIALS	SECONDARY MATERIALS
ST-1 = 3,315 sq. ft. 33%	MT-55 = 200 sq. ft. 2%
CTC-1 = 2,830 sq. ft. 28%	
CTC-3 = 3,700 sq. ft. 37%	

FACADE PLAN CHECKLIST

- "This Facade Plan is for conceptual purposes only. All building plans require review and approval from the Building Inspection Department"
- "All mechanical equipment shall be screened from public view in accordance with the Zoning Ordinance"
- "When permitted, exposed utility boxes and conduits shall be painted to match the building"
- "All signage areas and locations are subject to approval by the Building Inspections Department"
- "Windows shall have a maximum exterior visible reflectivity of ten (10) percent."
- "Entrance elements above 25' height are non-habitable elements integral to the building design."



4. WEST (SIDE) ELEVATION

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

TOTAL ELEVATION AREA = 5,175 sq. ft.
 WINDOWS AND DOORS AREA = 16 sq. ft.
 NET ELEVATION AREA = 5,159 sq. ft.

PRIMARY MATERIALS	SECONDARY MATERIALS
ST-1 = 1,195 sq. ft. 24%	MT-55 = 108 sq. ft. 2%
CTC-1 = 3,014 sq. ft. 58%	
BRK-1 = 842 sq. ft. 16%	

FIELD & STREAM
 1871
DICK'S SPORTING GOODS

GATES OF PROSPER LOT-4 BLOCK-A
 PROSPER, TX

FRCH
 DESIGN WORLDWIDE

311 Elm Street | Suite 600 | Cincinnati, OH 45202
 Telephone 513.241.3000 | Facsimile 513.241.5015

Sheet Information

Title: **EXTERIOR ELEVATIONS**
 Block A, Lot 4
003b



June 24, 2016

Mr. John Webb, AICP
Director of Development Services
Town of Prosper

Re: Gates Of Prosper
Alternative Materials

Dear John:

This letter is to apply for consideration an exception to the exterior façade requirements based on the criteria listed in subpart 2 of the Ordinance No. 16-29. We are requesting to increase secondary materials above 10% of a façade as shown on attached exhibits.

- a. Gates of Prosper retail center has national retailers with their unique architectural expression to create their national brand. It is mandatory and in lease agreements that these national tenants must have their brand.
- b. The elevations have unique building styles and materials that are specifically required by either the national tenants or the owner to create tenant identity brand and to create a blend of a more interesting architectural look by offering more secondary materials.
- c. The proposed materials are consistent with a high quality development with lasting and sustainable materials of metals and other durable products.
- d. The proposed materials will be visually harmonious with the other proposed commercial building developments for this region.
- e. The proposed materials offer high merit based on the quality and durability of the metal finishes.
- f. The proposed elevations with the request for offering more secondary materials are in keeping with the intent of the ordinance.

We respectfully ask for your consideration for approval of this application of alternative materials. If you have any questions please give us a call.

Sincerely,

O'BRIEN ARCHITECTS

David Culbertson
President



PLANNING

To: Mayor and Town Council

From: John Webb, AICP, Director of Development Services

Through: Harlan Jefferson, Town Manager

Re: Town Council Meeting – July 12, 2016

Agenda Item:

Discuss proposed amendments to the Zoning Ordinance regarding accessory structures and guest houses.

Description of Agenda Item:

Recent developments of accessory structures and guest houses have warranted the need to review the standards of these uses to ensure the structures do not have a negative impact on adjacent residential properties.

Accessory Structures:

The Zoning Ordinance currently has the following standards:

“DETACHED GARAGE AND ACCESSORY BUILDING CONSTRUCTION

- A. The exterior facades of a detached garage or other accessory building or structure greater than one hundred and sixty (160) square feet shall be subject to the same exterior construction material(s) requirements as the main building or structure.
- B. An accessory building that is larger than one hundred and sixty (160) square feet may be vinyl, cementitious fiber board, or factory coated decorative metal if the wall height of the building does not exceed fourteen (14) feet and if three (3) of the following six (6) conditions are met:
 1. A minimum three (3) foot high wainscoting is provided on all sides, excluding windows and doors,
 2. Divided light windows are provided on at least two (2) sides of the building,
 3. A minimum roof pitch of four (4) in twelve (12) is provided,
 4. A cupola is provided,
 5. One (1) tree, a minimum size of one (1) caliper inch, is planted every twenty (20) feet, or portion thereof, along the longest sides of the building, or
 6. A minimum twenty (20) foot side yard setback is provided
- C. Metal or wood may be used as an exterior construction material for an accessory building or structure of one hundred and sixty (160) square feet or less in an SF or 2F District.
- D. Cementitious fiber board may be used to fulfill masonry requirements for structures accessory to an existing structure constructed entirely of wood or vinyl siding.”

The development standards for structures greater than 160 square feet were added to the Zoning Ordinance in an attempt to ensure the buildings were compatible with the residential character of the neighborhood, while allowing larger structures. As pictured below, staff desires to receive feedback from Council if these standards are sufficient.



Southwest View



Northeast View



Northwest View

Issues to consider:

- Relation of size of accessory structure to residence
- Relation of height of accessory structure to residence
- Exterior materials for larger structures

Guest Houses

As defined by the Zoning Ordinance, a “guest house” is an “accessory dwelling unit, detached from the main building on the lot, used to house family and/or guests of the owner(s) of the main residential structure, and which is never rented or offered for rent.” Also commonly referred to as “mother-in-law suite” or “granny flat,” the intent is to accommodate a smaller residential structure on the same, larger lot as the main home.

The Zoning Ordinance permits Guest Houses by right in all residential districts and the Downtown Retail District but provides for the following standards:

”A Guest House shall be permitted in the Agricultural through the Downtown Retail Districts as an incidental residential use of a building on the same lot or tract as the main dwelling unit and used by the same person or persons of the immediate family and shall meet the following standards:

- A. The Guest House must be constructed to the rear of the main dwelling, separate from the main dwelling. A lot must have a minimum of one-half ($\frac{1}{2}$) acre for a Guest House to be permitted.
- B. The Guest House may be constructed only upon issuance of a Building Permit.
- C. The Guest House may not be sold separately from sale of the entire property, including the main dwelling unit, and shall not be sub-let.
- D. Setback requirements shall be the same as for the main structure.”

Similar to accessory structures, the Zoning Ordinance does not regulate the size and height of a guest house in relation to the main dwelling. Nor does the ordinance regulate the number of guest houses permitted on a lot. While self-regulated on a smaller lot, a one-acre lot could potentially accommodate multiple guest houses. For instance, a one-acre lot with a 5,000 square-foot, two story main home could potentially accommodate an additional five “guest houses” being two stories at 6,000 square feet each.

Town Staff Recommendation:

Town staff requests that the Town Council provide input on possible amendments to the Zoning Ordinance regarding accessory structures and guest houses and provide direction on whether to initiate a formal amendment to the Zoning Ordinance.