Agenda

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 23, 2025
6:15 PM

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link: www.prospertx.gov/livemeetings

Addressing the Town Council:

Those wishing to address the Town Council must complete the Public Comment Request Form located on the Town's website or in the Council Chambers.

If you are attending in person, please submit this form to the Town Secretary or the person recording the minutes for the Board/Commission prior to the meeting. When called upon, please come to the podium, and state your name and address for the record.

If you are watching online, please submit this form to the Town Secretary prior to 4:00 p.m. on the day of the meeting in order for your comments to be read into the record. The Town assumes no responsibility for technical issues beyond our control.

In compliance with the Texas Open Meetings Act, the Town Council/Board/Commission may not deliberate or vote on any matter that does not appear on the agenda. The Council/Board/Commission, however, may provide statements of fact regarding the topic, request the topic be included as part of a future meeting, and/or refer the topic to Town staff for further assistance.

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the meeting shall be removed from the room, if so directed by the Mayor or presiding officer, and the person shall be barred from further audience before the Town Council during that session. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

Call to Order/ Roll Call.

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

Announcements of recent and upcoming events.

Presentations.

1. Proclamation declaring the month of October 2025 as National Breast Cancer Awareness month. (MLS)

2. Proclamation declaring October 7, 2025, as National Night Out. (MLS)

3. Legislative Update from State Representative Jared Patterson. (RB)

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.

4. Consider and act upon the minutes of the September 16, 2025, Town Council Work Session meeting. (MLS)

5. Consider acceptance of the August monthly financial report for fiscal year 2025. (CL)

6. Consider and act upon an Ordinance amending Section 6.03.003, "Regulation of Weeds, Rubbish, Brush, and Other Objectionable, Unsightly, or Unsanitary Matter," of Article 6.03, "Maintenance of Property, of Chapter 6, "Health and Sanitation," of the Town's Code of Ordinances allowing for the imposition of an Abatement Administrative Fee. (MB)

7. Consider and act upon authorizing the Town Manager to execute a five-year contract renewal for $370,198 between the Town of Prosper and Tyler Technologies for the Enterprise Permitting and Licensing software. (LJ)

8. Consider and act upon authorizing the Town Manager to execute an agreement with Flock Group, Inc. for nineteen (19) Flock Safety License Plate Readers (LPR) and twelve (12) Solar Video Camera Pan, Tilt and Zoom (PTZ) in the amount of $120,192.07 and Flock NOVA OSINT – Open-Source Intelligence in the amount of $85,173. (DK)

9. Consider and act upon approving the purchase of water meters from Core & Main in the amount of $927,550; and authorize the Town Manager to execute documents for the same. (CJ)

10. Consider and act upon approving a renewal for an existing Contract for Services with Wopac Construction, Inc. as the primary vendor and Cam-Crete Contracting, Inc., as the secondary vendor, for Miscellaneous Concrete Replacement Services in an amount not to exceed $600,000 for FY 2025-2026. (CJ)

11. Consider and act upon authorizing the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of a water line to serve the Creekside development. (HW)

12. Consider and act upon authorizing the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of Legacy Drive to serve the Creekside development. (HW)

13. Consider and act upon an Ordinance to rezone 0.7± acre from Single Family-15 (SF-15) to Planned Development-133 (PD-133) on Collin County School Land Survey, Abstract 147, Tracts 39 and 177, located on the northwest corner of Lane Street and First Street. (ZONE-25-0001) (DGH)

14. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Carrie Gappinger and the Town of Prosper relative to Collin County School Land Survey 12, Abstract 147, Tracts 39 and 177. (DEVAGRE-25-0004) (DGH)

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 Comment Request Form" and present it to the Town Secretary prior to the meeting. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. [If you wish to address the Council, please fill out a "Public Comment Request Form" and present it to the Town Secretary, preferably before the meeting begins.]

Items for Individual Consideration:

15. Consider and act upon authorizing the Town Manager to execute Change Order No. 4 to Dean Construction, and Professional Services Agreement amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of $613,160. (DB)

16. Discuss and consider Town Council Subcommittee reports. (DFB)

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

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:

Section 551.087 – To discuss and consider economic development incentives and all matters incident and related thereto.

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

Section 551.074 – To discuss and consider personnel matters and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding legal issues associated with vehicular and related regulations and registration, and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney to discuss legal issues associated with any Work Session or Council Meeting agenda item.

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

Adjourn.

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Wednesday, September 17, 2025, and remained so posted at least three (3) business days before said meeting was convened.

_____ _____

Michelle Lewis Sirianni, Town Secretary Date Notice 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 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) 569-1073 at least 48 hours prior to the meeting time.

MINUTES

Prosper Town Council Work Session
Prosper Town Hall – Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 16, 2025

Call to Order/ Roll Call.

The meeting was called to order at 5:00 p.m.

Council Members Present:
Mayor David F. Bristol
Mayor Pro-Tem Amy Bartley
Deputy Mayor Pro-Tem Chris Kern
Councilmember Marcus E. Ray
Councilmember Craig Andres
Councilmember Jeff Hodges
Councilmember Cameron Reeves

Council Members Absent:
Councilmember Marcus E. Ray

Staff Members Present:
Mario Canizares, Town Manager
Michelle Lewis Sirianni, Town Secretary

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:

Section 551.087 – To discuss and consider economic development incentives, and all matters incident and related thereto.

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

Section 551.074 – To discuss and consider personnel matters, and all matters incident and related thereto.

Section 551.071 – Consultation with the Town Attorney to discuss legal issues associated with any agenda item.

Section 551.074 - To discuss appointments to the Board of Adjustment/Construction Board of Appeals, Parks & Recreation Board, Library Board, Prosper Economic Development Corporation Board, Planning & Zoning Commission, Community Engagement Committee, and the Downtown Advisory Committee, and all matters incident and related thereto.

The Town Council recessed into Executive Session at 5:01 p.m.

Reconvene into Work Session.

The Town Council reconvened at 6:15 p.m.

No action was taken.

DRAFT

Adjourn.

The meeting was adjourned at 6:15 p.m.

These minutes were approved on the 23rd day of September 2025.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT

TOWN OF PROSPER
A Place Where Everyone Matters

FINANCE

To: **Mayor and Town Council**

From: **Chris Landrum, Finance Director**

Through: **Mario Canizares, Town Manager**
Bob Scott, Deputy Town Manager

Re: **August Monthly Financial Report for Fiscal Year 2025**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

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Agenda Item:
Consider acceptance of the August monthly financial report for fiscal year 2025.

Description of Agenda Item:
The Town Charter requires the submission of monthly financial reports to the Town Council. In summary, both revenues and expenditures are within the expected ranges, except where otherwise noted in the financial statements.

The attached monthly financial report for fiscal year 2025 were put in a new order to better align with the fund types (governmental, business-type, multi-year, etc.).

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Monthly Financial Report – August 31, 2025

Town Staff Recommendation:
Town staff recommend that the Town Council vote to accept submission of the monthly financial report for the period of August for fiscal year 2025 in compliance with the requirements of the Town Charter.

Proposed Motion:
I move to accept the August Monthly Financial Report for Fiscal Year 2025 in compliance with charter requirements.

TOWN OF PROSPER
A Place Where Everyone Matters



MONTHLY FINANCIAL REPORT
as of August 31, 2025
Cash/Budgetary Basis

Prepared by
Finance Department

September 23, 2025

TOWN OF PROSPER, TEXAS

MONTHLY FINANCIAL REPORT
August 2025

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TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
August 31, 2025
Expected Year to Date Percent 91.67%

GENERAL FUND

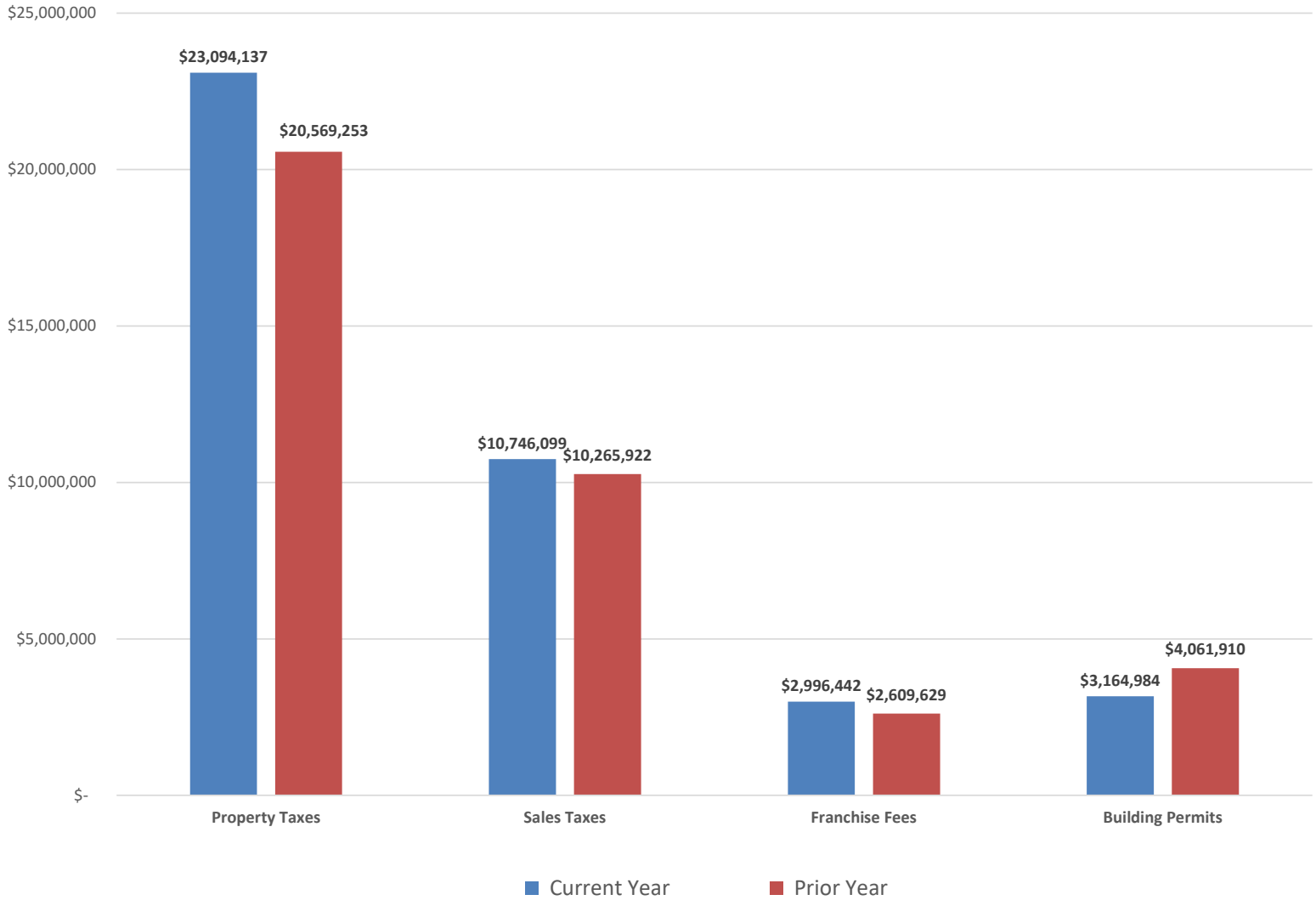
	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actuals	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actuals	Change from Prior Year
REVENUES										
Property Taxes	$ 23,332,018	$ -	$ 23,332,018	$ 23,094,137	$ -	$ 237,881	99%	1	$ 20,569,253	12%
Sales Taxes	12,903,535	-	12,903,535	10,746,099	-	2,157,436	83%	2	10,265,922	5%
Franchise Fees	3,334,932	-	3,334,932	2,996,442	-	338,490	90%	3	2,609,629	15%
Building Permits	3,700,000	-	3,700,000	3,164,984	-	535,016	86%		4,061,910	-22%
Other Licenses, Fees & Permits	2,290,520	-	2,290,520	1,912,472	-	378,048	83%		1,544,341	24%
Charges for Services	1,342,523	-	1,342,523	1,609,181	-	(266,658)	120%		1,344,221	20%
Fines & Warrants	352,050	-	352,050	487,866	-	(135,816)	139%		389,449	25%
Intergovernmental Revenue (Grants)	611,781	-	611,781	152,108	-	459,673	25%	4	180,815	-16%
Interest Income	950,000	-	950,000	611,258	-	338,742	64%		930,689	-34%
Miscellaneous	144,351	-	144,351	327,088	-	(182,737)	227%		224,457	46%
Park Fees	767,400	-	767,400	660,829	-	106,571	86%		614,487	8%
Transfers In	1,478,696	-	1,478,696	1,355,471	-	123,225	92%		1,189,010	14%
Total Revenues	$ 51,207,806	$ -	$ 51,207,806	$ 47,117,935	$ -	$ 4,089,871	92%		$ 43,924,183	7%
EXPENDITURES										
Administration	$ 10,928,574	$ -	$ 10,928,574	$ 9,584,791	$ 186,916	$ 1,156,867	89%		$ 9,158,142	5%
Police	11,538,858	-	11,538,858	10,941,573	84,965	512,320	96%	5	8,952,069	22%
Fire/EMS	10,379,914	-	10,379,914	10,265,972	80,589	33,354	100%	5	9,704,812	6%
Public Works	5,108,876	-	5,108,876	3,853,971	357,793	897,113	82%		3,799,610	1%
Community Services	8,170,637	-	8,170,637	6,785,478	408,459	976,700	88%		6,572,573	3%
Development Services	4,119,971	-	4,119,971	3,435,344	67,690	616,937	85%		2,907,345	18%
Engineering	2,572,798	-	2,572,798	2,157,827	23,891	391,080	85%		2,324,089	-7%
Transfers Out	-	-	-	-	-	-	0%		446,389	-100%
Total Expenses	$ 52,819,628	$ -	$ 52,819,628	$ 47,024,956	$ 1,210,302	$ 4,584,371	91%		$ 43,865,028	7%
REVENUE OVER (UNDER) EXPENDITURES	$ (1,611,822)	$ -	$ (1,611,822)	$ 92,979					$ 59,155	
Beginning Fund Balance October 1			13,231,361	13,231,361					18,777,035	
Ending Fund Balance*			$ 11,619,539	$ 13,324,340					$ 18,836,190	

Notes

1 Property taxes are billed in October and a majority of collections occur December through February. With 99% collections and one month left, it appears we will collect less than 100%.
2 Sales tax is projected to be about $700k under budget.
3 Franchise fees and other various license and fees are paid quarterly or annually.
4 Several PD related grants are oustanding, but expected to be received by year-end.
5 Payroll costs will be transferred to each SPD at the end of the fiscal year.
6 Fund Balance Contingency per Charter and Reserve for FY25 = $10,750,376 (21%).

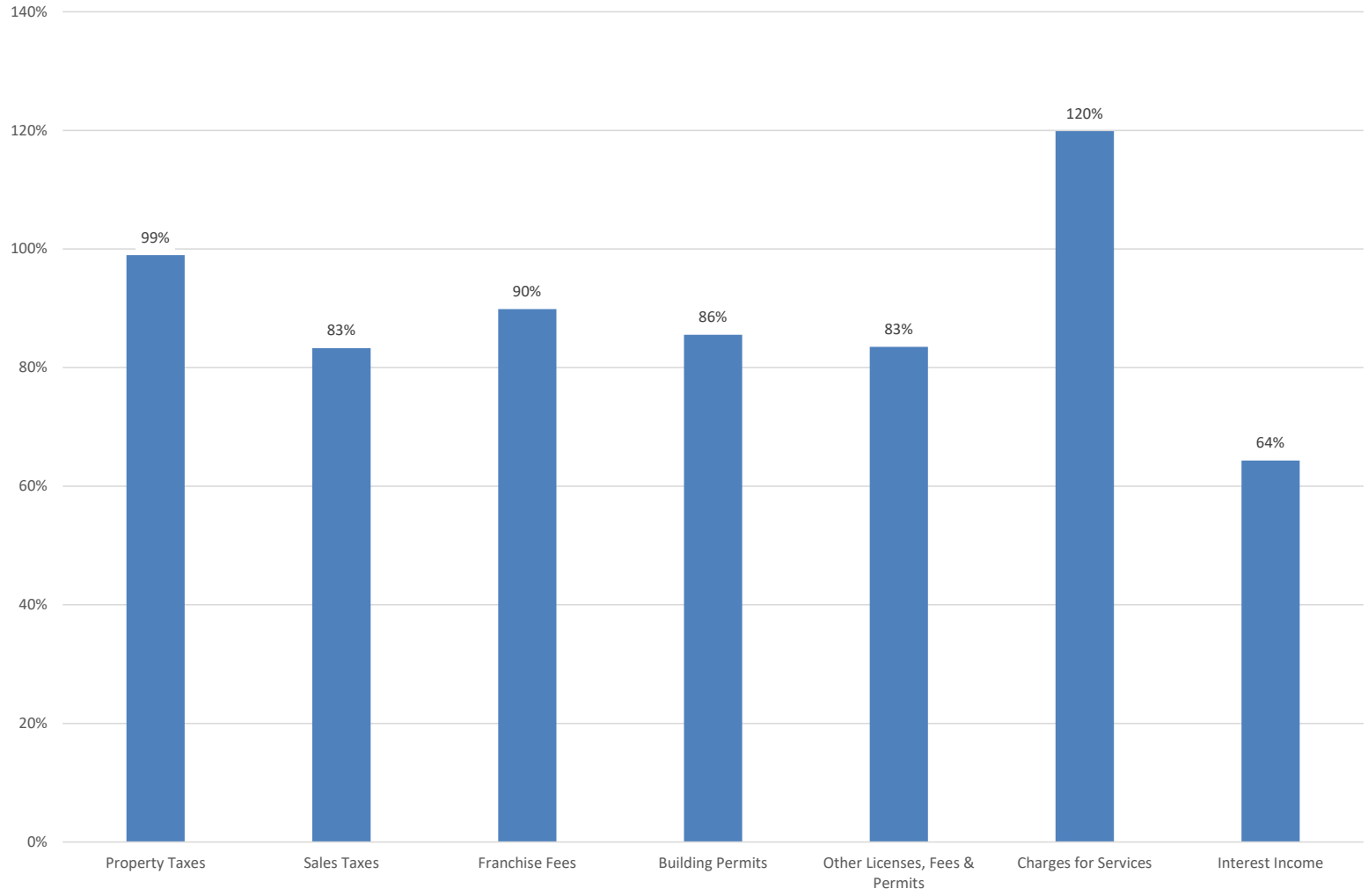
GENERAL FUND REVENUE

Current YTD to Prior Year YTD Actual Comparison

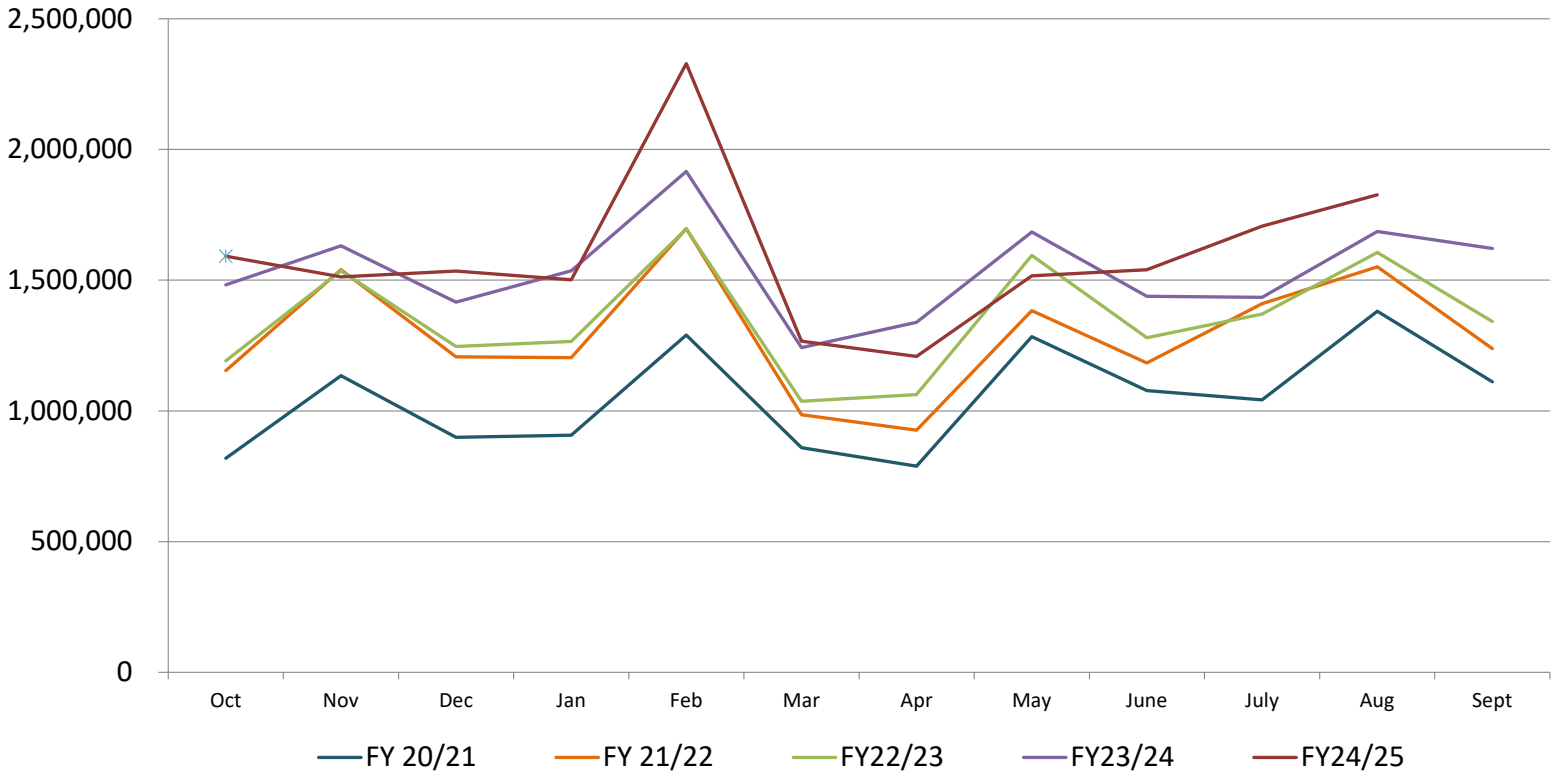


GENERAL FUND

YTD REVENUE % OF ANNUAL BUDGET



Town of Prosper, Texas
Sales Tax Revenue by Month



TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
August 31, 2025
Expected Year to Date Percent 91.67%

DEBT SERVICE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Property Taxes-Delinquent	$ 75,000	$ -	$ 75,000	$ 51,499	$ -	$ 23,501	69%	3	$ 236,209	-78%
Property Taxes-Current	18,113,251	-	18,113,251	18,026,764	-	86,487	100%	1	15,121,395	19%
Taxes-Penalties	40,000	-	40,000	65,305	-	(25,305)	163%		64,191	2%
Interest Income	195,000	-	195,000	203,246	-	(8,246)	104%		245,480	-17%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	$ 18,423,251	$ -	$ 18,423,251	$ 18,346,815	$ -	$ 76,436	100%		$ 15,667,275	17%
EXPENDITURES										
Professional Services	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ 2,500	-100%
Bond Administrative Fees	20,000	-	20,000	1,015	-	18,985	5%		3,154	-68%
2014 GO Bond Payment	600,000	-	600,000	50,000	-	550,000	8%		335,000	-85%
2015 GO Bond Payment	1,436,700	-	1,436,700	1,436,700	-	-	100%		1,365,700	5%
2015 CO Bond Payment	495,000	-	495,000	495,000	-	-	100%		475,000	4%
2016 GO Debt Payment	-	-	-	-	-	-	0%		-	0%
2016 CO Debt Payment	105,000	-	105,000	105,000	-	-	100%		90,000	17%
2017 CO Debt Payment	480,000	-	480,000	480,000	-	-	100%		450,000	7%
2018 GO Debt Payment	160,000	-	160,000	160,000	-	-	100%	2	150,000	7%
2018 CO Debt Payment	520,000	-	520,000	520,000	-	-	100%		500,000	4%
2019 CO Debt Payment	549,266	-	549,266	549,266	-	-	100%		340,022	62%
2019 GO Debt Payment	170,000	-	170,000	170,000	-	-	100%		165,000	3%
2020 CO Debt Payment	430,000	-	430,000	430,000	-	-	100%		265,000	62%
2021 CO Debt Payment	265,000	-	265,000	265,000	-	-	100%		260,000	2%
2021 GO Debt Payment	1,355,000	-	1,355,000	1,355,000	-	-	100%		1,290,000	5%
2022 GO Debt Payment	1,020,000	-	1,020,000	1,020,000	-	-	100%		970,000	5%
2023 GO Debt Payment	1,055,000	-	1,055,000	1,055,000	-	-	100%		2,055,000	-49%
2024 GO Debt Payment	2,100,000	-	2,100,000	2,100,000	-	-	100%			
Bond Interest Expense	8,082,589	-	8,082,589	8,082,573	-	16	100%		6,842,143	18%
Total Expenditures	$ 18,843,555	$ -	$ 18,843,555	$ 18,274,553	$ -	$ 569,001	97%		$ 15,558,518	17%
REVENUE OVER (UNDER) EXPENDITURES	$ (420,304)	$ -	$ (420,304)	$ 72,261					$ 108,757	
Beginning Fund Balance October 1			1,245,232	1,245,232					1,302,520	
Ending Fund Balance Current Month			$ 824,928	$ 1,317,493					$ 1,411,277	

Notes

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

2 Annual debt service payments are made in February and August.

3 Refunds for prior year delinquent property tax revenue have caused this to become negative.

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
August 31, 2025

EAST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
East Thoroughfare Impact Fees		$ 1,000,000	$ -	$ 1,000,000	$ 1,117,368				
East Thoroughfare Other Revenue		-	-	-	-				
Interest Income		120,000	-	120,000	111,352				
Total Revenues		$ 1,120,000	$ -	$ 1,120,000	$ 1,228,720				
EXPENDITURES									
Developer Reimbursements									
FM 1461 (SH289-CR 165)	$ 385,368	$ 77,074	$ -	$ 77,074	$ 77,074	$ -	$ -	$ 308,294	$ -
Cambridge Park Estates	880,361	160,001	-	160,001	24,348	-	135,653	774,795	81,218
Total Developer Reimbursements	$ 1,265,728	$ 237,074	$ -	$ 237,074	$ 101,422	$ -	$ 135,653	$ 1,083,089	$ 81,218
Transfer to Capital Project Fund	$ 1,820,000	$ 2,500,000	$ -	$ 2,500,000	$ 2,529,491		$ (29,491)		$ (709,491)
Total Transfers Out	$ 1,820,000	$ 2,500,000	$ -	$ 2,500,000	$ 2,529,491	$ -	$ (29,491)	$ -	$ (709,491)
Total Expenditures	$ 3,085,728	$ 2,737,074	$ -	$ 2,737,074	$ 2,630,912	$ -	$ 106,162	$ 1,083,089	$ (628,273)
REVENUE OVER (UNDER) EXPENDITURES				$ (1,617,074)	$ (1,402,192)				
Beginning Fund Balance October 1				3,376,848	3,376,848				
Ending Fund Balance Current Month				$ 1,759,774	$ 1,974,656				

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
August 31, 2025

WEST THOROUGHFARE IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
West Thoroughfare Impact Fees		$ 4,500,000	$ -	$ 4,500,000	$ 3,796,654				
West Thoroughfare Other Revenue		-	-	-	-				
Interest Income		200,000	-	200,000	339,882				
Total Revenues		$ 4,700,000	$ -	$ 4,700,000	$ 4,136,536				
EXPENDITURES									
Developer Reimbursements									
Parks at Legacy Developer Reimb	$ 6,573,981	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,521,933	$ 52,048
Pk Place, Prosper Hills, Prosper Meadow	4,014,469	1,200,000	-	1,200,000	-	-	1,200,000	-	4,014,469
Star Trail Developer Reimb	6,315,000	2,000,000	-	2,000,000	-	-	2,000,000	5,635,232	679,768
Legacy Garden Developer Reimb	3,407,300	1,000,000	-	1,000,000	-	-	1,000,000	485,648	2,921,652
DNT Frontier Retail	2,154,348	800,000	-	800,000	1,262,833	-	(462,833)	-	891,515
Westside Developer Reimb	156,016	86,548	-	86,548	-	-	86,548	69,468	86,548
Total Developer Reimbursements	$ 22,621,114	$ 5,086,548	$ -	$ 5,086,548	$ 1,262,833	$ -	$ 3,823,715	$ 12,712,281	$ 8,646,000
Transfer to Capital Project Fund	$ 5,000,000	$ 5,000,000	$ -	$ 5,000,000	$ 5,029,491		$ (29,491)		$ (29,491)
Total Transfers Out	$ 5,000,000	$ 5,000,000	$ -	$ 5,000,000	$ 5,029,491	$ -	$ (29,491)	$ -	$ (29,491)
Total Expenditures	$ 28,271,114	$ 10,086,548	$ -	$ 10,086,548	$ 6,292,323	$ -	$ 3,794,225	$ 12,712,281	$ 9,266,509
REVENUE OVER (UNDER) EXPENDITURES				$ (5,386,548)	$ (2,155,787)				
Beginning Fund Balance October 1				9,564,029	9,564,029				
Ending Fund Balance Current Month				$ 4,177,481	$ 7,408,242				

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
August 31, 2025

WATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Water		$ 3,500,000	$ -	$ 3,500,000	$ 2,532,066				
Interest Income		290,000	-	290,000	313,585				
Total Revenues		$ 3,790,000	$ -	$ 3,790,000	$ 2,845,651				
EXPENDITURES									
Developer Reimbursements									
DNT Frontier Retail	$ 343,542	$ 200,000	$ -	$ 200,000	$ 237,916	$ -	$ (37,916)	$ 54,252	$ 51,374
Star Trail	2,811,923	500,000	-	500,000	-	-	500,000	2,399,731	412,192
Victory at Frontier	215,402	68,031	-	68,031	-	-	68,031	168,869	46,533
Westside Developer Reimb	438,235	222,502	-	222,502	-	-	222,502	215,733	222,502
Pk Place, Prosper Hills, Prosper Meadow	1,406,859	800,000	-	800,000	-	-	800,000	-	1,406,859
Parks at Legacy Developer Reimb	594,140	-	-	-	270,739	-	(270,739)	594,140	(270,739)
Total Developer Reimbursements	$ 5,810,101	$ 1,790,533	$ -	$ 1,790,533	$ 508,656	$ -	$ 1,281,877	$ -	$ 1,868,721
Transfer to Capital Project Fund	$ -	$ 2,000,000	$ -	$ 2,000,000	$ 2,007,309	$ -	$ (7,309)	$ -	
Total Transfers Out	$ -	$ 2,000,000	$ -	$ 2,000,000	$ 2,007,309	$ -	$ (7,309)	$ -	$ -
Total Expenditures	$ 5,810,101	$ 3,790,533	$ -	$ 3,790,533	$ 2,515,965	$ -	$ 1,274,568	$ -	$ 1,868,721
REVENUE OVER (UNDER) EXPENDITURES				$ (533)	$ 329,686				
Beginning Fund Balance October 1				7,882,804	7,882,804				
Ending Fund Balance Current Month				$ 7,882,271	$ 8,212,490				

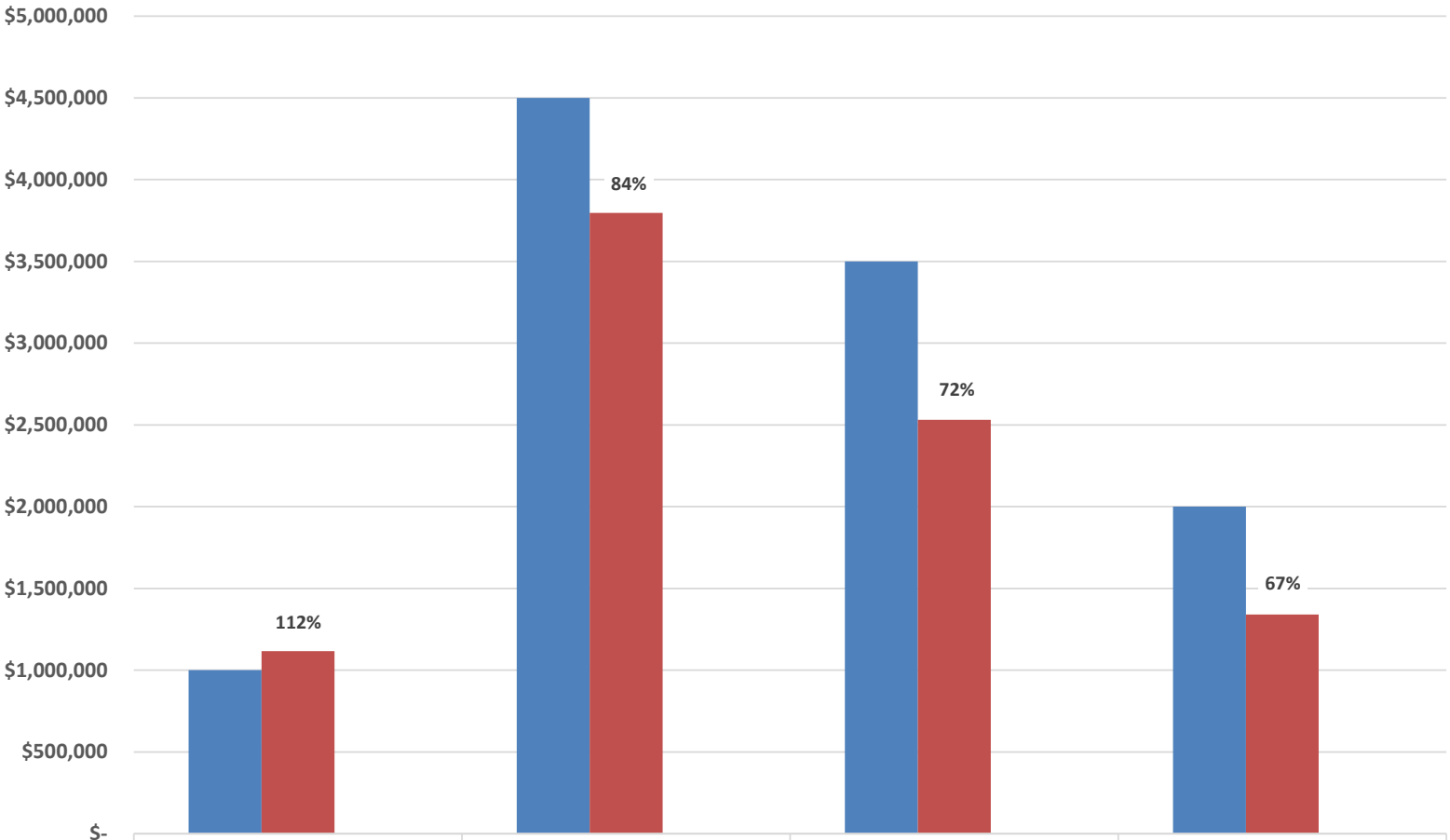
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WASTEWATER IMPACT FEES FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Impact Fees Wastewater		$ 2,000,000	$ -	$ 2,000,000	$ 1,341,165				
Interest Income		125,000	-	125,000	143,535				
Upper Trinity Equity Fee		300,000	-	300,000	178,000				
Total Revenues		$ 2,425,000	$ -	$ 2,425,000	$ 1,662,700				
EXPENDITURES									
Developer Reimbursements									
LaCima Developer Reimb	$ 228,630	$ 125,000	$ -	$ 125,000	$ -	$ -	$ 125,000	$ 103,630	$ 125,000
Brookhollow Developer Reimb	1,178,194	120,452	-	120,452	-	-	120,452	1,057,742	120,452
All Storage Developer Reimb	204,180	150,000	-	150,000	-	-	150,000	54,180	150,000
Legacy Garden Developer Reimb	274,438	63,274	-	63,274	5,464	-	57,810	211,164	57,810
Pk Place, Prosper Hills, Prosper Meadow	186,169	100,000	-	100,000	-	-	100,000	-	186,169
Total Developer Reimbursements	$ 2,071,611	$ 558,726	$ -	$ 558,726	$ 5,464	$ -	$ 553,262	$ 1,426,716	$ 639,431
Transfer to Capital Project Fund	$ 3,531,622	$ 3,531,622	$ -	$ 3,531,622	$ 3,538,931	$ -	$ (7,309)	$ -	$ (7,309)
Total Transfers Out	$ 3,531,622	$ 3,531,622	$ -	$ 3,531,622	$ 3,538,931	$ -	$ (7,309)	$ -	$ (7,309)
Total Expenditures	$ 5,603,233	$ 4,090,348	$ -	$ 4,090,348	$ 3,544,395	$ -	$ 545,953	$ 1,426,716	$ 632,122
REVENUE OVER (UNDER) EXPENDITURES				$ (1,665,348)	$ (1,881,695)				
Beginning Fund Balance October 1				4,248,161	4,248,161				
Ending Fund Balance Current Month				$ 2,582,813	$ 2,366,466				

IMPACT FEE REVENUE

YTD Actual to Annual Budget



	EAST THOROUGHFARE	WEST THOROUGHFARE	WATER	WASTEWATER
ANNUAL BUDGET	$1,000,000	4,500,000	$3,500,000	$2,000,000
YTD ACTUAL	$1,117,368	$3,796,654	$2,532,066	$1,341,165
% OF BUDGET	112%	84%	72%	67%

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TIRZ #1 - BLUE STAR

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Impact Fee Revenue:									
Water Impact Fees	$ 50,000	$ -	$ 50,000	$ 365,345	$ (315,345)	731%		$ 80,996	351%
Wastewater Impact Fees	700,000	-	700,000	539,919	160,081	77%		548,032	-1%
East Thoroughfare Impact Fees	50,000	-	50,000	283,412	(233,412)	567%		65,244	334%
Property Taxes - Town (Current)	1,269,687	-	1,269,687	1,256,338	13,349	99%		1,108,174	13%
Property Taxes - Town (Rollback)	-	-	-	165,155	(165,155)	0%		486,411	-66%
Property Taxes - County (Current)	268,202	-	268,202	265,382	2,820	99%		231,790	14%
Sales Taxes - Town	1,293,986	-	1,293,986	1,145,372	148,614	89%		1,080,862	6%
Sales Taxes - EDC	1,086,948	-	1,086,948	959,249	127,699	88%		905,222	6%
Interest Income	75,000	-	75,000	179,731	(104,731)	240%		121,138	48%
Transfer In	-	-	-	-	-	0%		-	0%
Total Revenue	$ 4,793,823	$ -	$ 4,793,823	$ 5,159,905	$ (366,082)	108%		$ 4,627,869	11%
EXPENDITURES									
Professional Services	$ 6,000	$ -	$ 6,000	$ -	$ 6,000	0%		$ -	0%
Developer Reimbursement	4,787,823	-	4,787,823	-	4,787,823	0%		5,096,884	-100%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenses	$ 4,793,823	$ -	$ 4,793,823	$ -	$ 4,793,823	0%		$ 5,096,884	-100%
REVENUE OVER (UNDER) EXPENDITURES			$ -	$ 5,159,905				$ (469,015)	
Beginning Fund Balance October 1			2,542,101	2,542,101				991,447	
Ending Fund Balance Current Month			$ 2,542,101	$ 7,702,006				$ 522,432	

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TIRZ #2

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES									
Property Taxes - Town (Current)	$ 117,783	$ -	$ 117,783	$ 114,647	$ 3,136	97%		$ 39,537	190%
Property Taxes - Town (Rollback)	-	-	-	-	-	0%		44,560	-100%
Property Taxes - County (Current)	8,441	-	8,441	24,217	(15,776)	287%		8,270	193%
Sales Taxes - Town	2,000	-	2,000	1,384	616	69%		7,194	-81%
Sales Taxes - EDC	2,000	-	2,000	1,384	616	69%		7,194	-81%
Interest Income	1,500	-	1,500	3,739	(2,239)	249%		3,099	21%
Total Revenue	$ 131,724	$ -	$ 131,724	$ 145,370	$ (13,646)	110%		$ 109,854	32%
EXPENDITURES									
Professional Services	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Developer Reimbursement	131,724	-	131,724	-	131,724	0%		110,272	-100%
Transfers Out	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 131,724	$ -	$ 131,724	$ -	$ 131,724	0%		$ 110,272	-100%
REVENUE OVER (UNDER) EXPENDITURES			$ -	$ 145,370				$ (418)	
Beginning Fund Balance October 1			25,751	25,751				25,650	
Ending Fund Balance Current Month			$ 25,751	$ 171,121				$ 25,232	

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CRIME CONTROL AND PREVENTION SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 3,478,456	$ -	$ 3,478,456	$ 2,852,488	$ -	$ 625,968	82%		$ 2,758,734	3%
Interest Income	1,200	-	1,200	11,576	-	(10,376)	965%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 3,479,656	$ -	$ 3,479,656	$ 2,864,064	$ -	$ 615,592	82%		$ 2,758,734	4%
EXPENDITURES										
Personnel	$ 3,344,835	$ -	$ 3,344,835	$ 2,108,161	$ -	$ 1,236,674	63%	1	$ 2,663,620	-21%
Other	1,200	-	1,200	1,930	-	(730)	161%		9,955	-81%
Total Expenditures	$ 3,346,035	$ -	$ 3,346,035	$ 2,110,091	$ -	$ 1,235,944	63%		$ 2,673,575	-21%
REVENUE OVER (UNDER) EXPENDITURES	$ 133,621	$ -	$ 133,621	$ 753,973					$ 85,159	
Beginning Fund Balance October 1			398,065	398,065					422,055	
Ending Fund Balance Current Month			$ 531,686	$ 1,152,038					$ 507,214	

Notes

1 Payroll costs will be transferred to each SPD at the end of the fiscal year.

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FIRE CONTROL, PREVENTION, AND EMERGENCY MEDICAL SERVICES SPECIAL PURPOSE DISTRICT

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Tax - Town	$ 3,478,456	$ -	$ 3,478,456	$ 2,869,732	$ -	$ 608,724	83%		$ 2,759,065	4%
Interest Income	1,200	-	1,200	1,721	-	(521)	143%		4,265	-60%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 3,479,656	$ -	$ 3,479,656	$ 2,871,453	$ -	$ 608,203	83%		$ 2,763,331	4%
EXPENDITURES										
Personnel	$ 3,541,860	$ -	$ 3,541,860	$ 2,661,521	$ -	$ 880,339	75%	1	$ 2,578,555	3%
Other	2,400	-	2,400	1,930	-	470	80%		9,955	-81%
Total Expenditures	$ 3,544,260	$ -	$ 3,544,260	$ 2,663,451	$ -	$ 880,809	75%		$ 2,588,510	3%
REVENUE OVER (UNDER) EXPENDITURES	$ (64,604)	$ -	$ (64,604)	$ 208,002					$ 174,820	
Beginning Fund Balance October 1			382,940	382,940					455,295	
Ending Fund Balance Current Month			$ 318,336	$ 590,942					$ 630,115	

Notes

1 Payroll costs will be transferred to each SPD at the end of the fiscal year.

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PARK DEDICATION AND IMPROVEMENT FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Park Dedication Fees	$ 600,000	$ -	$ 600,000	$ 1,303,973	$ -	$ (703,973)	217%		$ 737,375	77%
Park Improvement Fees	800,000	-	800,000	1,324,020	-	(524,020)	166%		646,146	105%
Interest - Park Dedication	36,000	-	36,000	52,047	-	(16,047)	145%		36,184	44%
Interest - Park Improvement	38,000	-	38,000	25,165	-	12,835	66%		40,520	-38%
Contributions/Grants	-	-	-	-	-	-	0%		-	0%
Transfers In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 1,474,000	$ -	$ 1,474,000	$ 2,705,205	$ -	$ (1,231,205)	184%		$ 1,460,226	85%
EXPENDITURES										
Transfers Out - Park Dedication	$ 1,810,050	$ -	$ 1,810,050	$ 1,115,050	$ -	$ 695,000	62%		$ -	0%
Park Dedication	-	-	-	-	-	-	0%		-	0%
Transfers Out - Park Improvement	465,000	-	465,000	465,000	-	-	100%		-	0%
Park Improvement	50,000	-	50,000	-	47,174	2,826	94%		-	0%
Total Expenditures	$ 2,325,050	$ -	$ 2,325,050	$ 1,580,050	$ 47,174	$ 697,826	70%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ (851,050)	$ -	$ (851,050)	$ 1,125,155					$ 1,460,226	
Beginning Fund Balance October 1			1,232,192	1,232,192					2,316,978	
Ending Fund Balance Current Month			$ 381,142	$ 2,357,347					$ 3,777,204	

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SPECIAL REVENUE FUNDS

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Interest Income	$ 52,550	$ -	$ 52,550	$ 295,405	$ -	$ (242,855)	562%		$ 100,819	193%
Interest Income CARES/ARPA Funds	-	-	-	-	-	-	0%		112,455	-100%
Police Donation Revenue	15,500	-	15,500	25,259	-	(9,759)	163%		18,297	38%
Cash Seizure Forfeit	-	-	-	16,521	-	(16,521)	0%		13,333	24%
Fire Donation Revenue	15,500	-	15,500	15,367	-	133	99%		17,284	-11%
Child Safety Revenue	28,000	-	28,000	28,816	-	(816)	103%		21,663	33%
Court Technology Revenue	8,198	-	8,198	12,260	-	(4,062)	150%		9,501	29%
Court Security Revenue	8,525	-	8,525	15,025	-	(6,500)	176%		11,530	30%
Municipal Jury revenue	-	-	-	372	-	(372)	0%		232	61%
Tree Mitigation	300,000	-	300,000	56,858	-	243,143	19%		204,694	-72%
Escrow Income	-	-	-	10,000	-	(10,000)	0%		167,514	-94%
LEOSE Revenue	3,000	-	3,000	10,288	-	(7,288)	343%		8,756	18%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 431,273	$ -	$ 431,273	$ 486,172	$ -	$ (54,899)	113%		$ 686,076	-29%
EXPENDITURES										
Police Donation Expense	$ 5,000	$ -	$ 5,000	$ 3,989	$ 14,859	$ (13,848)	377%		$ 14,169	-72%
Police Seizure Expense	12,995	-	12,995	9,492	1,990	1,513	88%		4,074	133%
Fire Donation Expense	10,000	-	10,000	34,342	-	(24,342)	343%		2,980	1053%
Child Safety Expense	3,000	-	3,000	695	-	2,306	23%		2,162	-68%
Court Technology Expense	10,000	-	10,000	-	-	10,000	0%		-	0%
Court Security Expense	16,860	-	16,860	-	-	16,860	0%		-	0%
Tree Mitigation Expense	-	-	-	-	-	-	0%		-	0%
LEOSE Expenditure	6,500	-	6,500	1,489	-	5,011	23%		3,955	-62%
Transfer Out (Escrow Funds)	-	-	-	-	-	-	0%		167,514	-100%
Transfer Out (Tree Mitigation)	1,150,000	-	1,150,000	1,150,000	-	-	100%		200,000	475%
Total Expenses	$ 1,214,355	$ -	$ 1,214,355	$ 1,200,007	$ 16,849	$ (2,501)	100%		$ 394,855	204%
REVENUE OVER (UNDER) EXPENDITURES	$ (783,082)	$ -	$ (783,082)	$ (713,835)					$ 291,221	
Beginning Fund Balance October 1			2,296,614	2,296,614					2,104,365	
Ending Fund Balance Current Month			$ 1,513,532	$ 1,582,779					$ 2,395,586	

Notes

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HOTEL OCCUPANCY TAX FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sales Taxes	$ 57,125	$ -	$ 57,125	$ -	$ -	$ 57,125	0%		$ -	0%
Interest Income	2,000	-	2,000	-	-	2,000	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 59,125	$ -	$ 59,125	$ -	$ -	$ 59,125	0%		$ -	0%
EXPENDITURES										
Personnel	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Development Agreement	28,563	-	28,563	-	-	28,563	0%		-	0%
Other	-	-	-	-	-	-	0%		-	0%
Total Expenditures	$ 28,563	$ -	$ 28,563	$ -	$ -	$ 28,563	0%		$ -	0%
REVENUE OVER (UNDER) EXPENDITURES	$ 30,562	$ -	$ 30,562	$ -					$ -	
Beginning Fund Balance October 1			-	-					-	
Ending Fund Balance Current Month			$ 30,562	$ -					$ -	

Notes

The Town's first hotel was expected to open in May 2025.

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WATER-SEWER FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Water Charges for Services	$ 24,470,841	$ -	$ 24,470,841	$ 19,442,433	$ -	$ 5,028,408	79%	1	$ 17,886,393	9%
Sewer Charges for Services	14,674,289	-	14,674,289	12,640,702	-	2,033,587	86%		10,342,903	22%
Licenses, Fees & Permits	377,705	-	377,705	444,730	-	(67,025)	118%		420,774	6%
Utility Billing Penalties	186,900	-	186,900	240,378	-	(53,478)	129%		209,376	15%
Interest Income	510,000	-	510,000	434,240	-	75,760	85%		464,798	-7%
Other	3,224,690	-	3,224,690	624,895	-	2,599,795	19%		637,850	-2%
Transfer In	-	-	-	-	-	-	0		-	0%
Total Revenues	$ 43,444,425	$ -	$ 43,444,425	$ 33,827,377	$ -	$ 9,617,048	78%		$ 29,962,095	13%
EXPENDITURES										
Administration	$ 1,063,187	$ -	$ 1,063,187	$ 1,170,235	$ 20,033	$ (127,081)	112%		$ 977,752	20%
Debt Service	6,753,424	-	6,753,424	6,769,186	-	(15,762)	100%	2	4,867,843	39%
Water Purchases	13,563,295	-	13,563,295	12,203,351	-	1,359,945	90%		10,500,686	16%
Sewer Management Fee	5,270,599	-	5,270,599	5,650,294	-	(379,695)	107%		4,639,735	22%
Franchise Fee	1,136,854	-	1,136,854	1,042,116	-	94,738	92%		632,363	65%
Public Works	9,601,940	-	9,601,940	7,516,253	659,939	1,425,749	85%		6,735,229	12%
Transfer Out	1,218,340	-	1,218,340	1,210,642	-	7,698	99%		5,560,065	-78%
Total Expenses	$ 38,607,639	$ -	$ 38,607,639	$ 35,562,076	$ 679,972	$ 2,650,549	94%		$ 33,913,673	5%
REVENUE OVER (UNDER) EXPENDITURES	$ 4,836,786	$ -	$ 4,836,786	$ (1,734,699)					$ (3,951,578)	
Beginning Working Capital October 1			12,399,855	12,399,855					18,777,035	
Ending Working Capital			$ 17,236,641	$ 10,665,156					$ 14,825,457	

Notes

1 Cooler summer weather and slowed account growth have led to lower than expected water consumption.
2 Annual debt service payments are made in February and August.
3 Minimum Ending Working Capital balance for FY25 = $9,349,700 (25%).

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WATER-SEWER FUND

	Aug-25		Aug-24		Growth %
	WATER	SEWER	WATER	SEWER	Change
# of Accts Residential	14,131	13,431	13,479	12,778	4.97%
# of Accts Commercial	513	469	456	411	13.26%
Consumption-Residential	280,055,860	95,645,218	298,770,510	92,154,010	-3.89%
Consumption-Commercial	38,360,400	21,240,040	42,509,420	16,816,960	0.46%
Consumption-Commercial Irrigation	50,493,690		60,259,110		-16.21%
Avg Total Res Water Consumption	19,802		22,120		-10.48%
Billed ($) Residential	$ 1,998,640	$ 983,092	$ 2,032,403	$ 812,276	-1.66%
Billed ($) Commercial	$ 391,566	$ 215,422	$ 396,904	$ 153,601	-1.34%
Billed ($) Commercial Irrigation	$ 491,628		$ 558,120		-11.91%
Total Billed ($)	$ 2,881,834	$ 1,198,514	$ 2,987,427	$ 965,877	3.21%

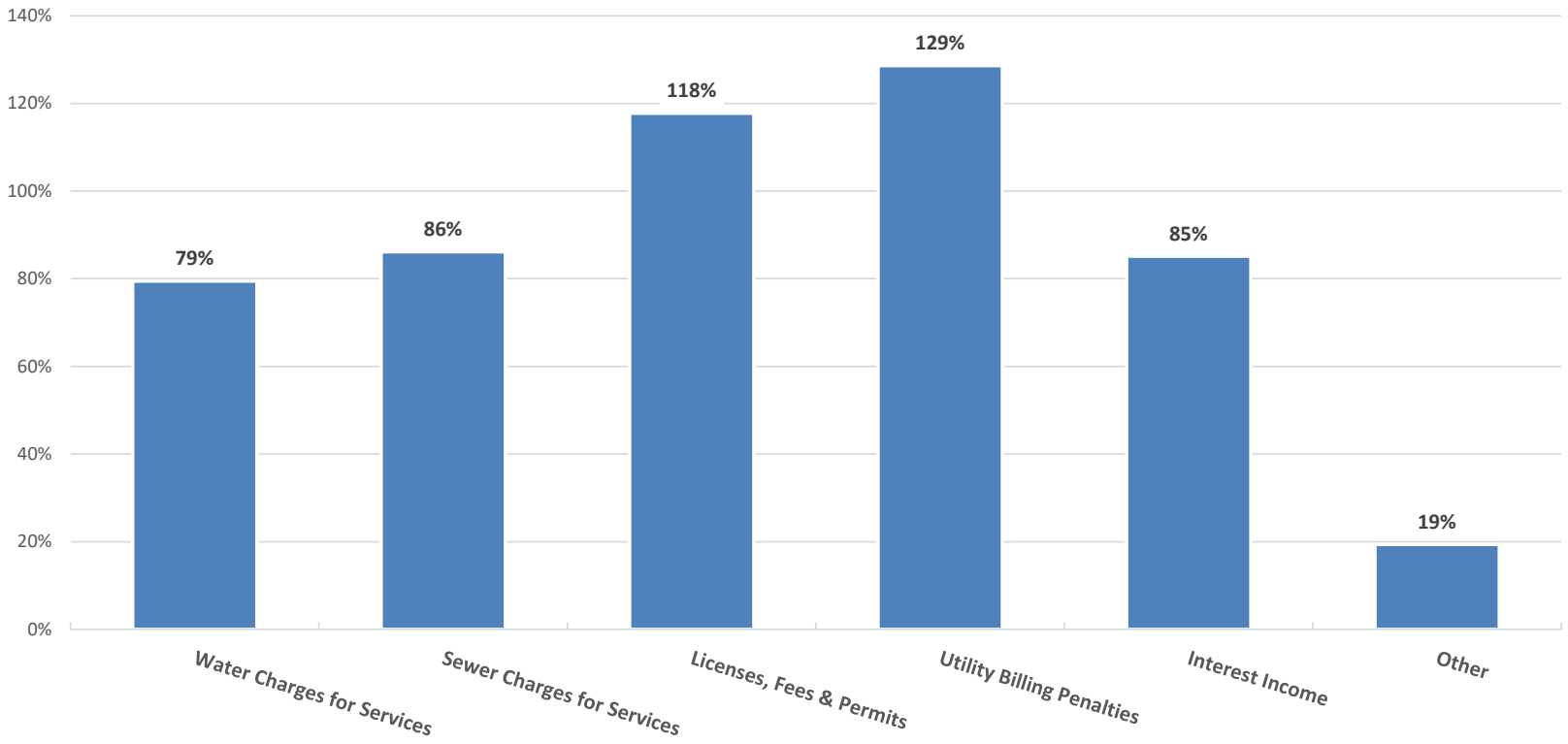
	FY2025			FY2024		
Month	**Avg. Temp (°F)**	**# Rain Days**	**Rainfall (in)**	**Avg. Temp (°F)**	**# Rain Days**	**Rainfall (in)**
October	75°	1	0.41	68°	8	11.30
November	61°	9	4.09	58°	2	0.57
December	61°	13	5.91	53°	5	4.09
January	43°	6	5.94	43°	10	3.86
February	49°	10	2.12	58°	5	1.56
March	64°	7	1.31	61°	12	6.57
April	69°	10	4.65	69°	9	9.07
May	74°	10	6.07	77°	11	9.71
June	82°	6	3.09	84°	5	4.35
July	85°	11	2.58	85°	8	1.84
August	85°	4	2.97	89°	2	0.96
September				79°	6	3.02
Annual		**87**	**39.14**		**83**	**56.90**

Weather Data: https://www.wunderground.com/history/monthly/KDAL/date/2025-08

Average Total Residential Water Consumption by Month				
Month	**FY2025**	**FY2024**	**Five Year Average**	**Cumulative Average**
October	17,490	19,061	17,751	17,751
November	14,260	10,540	10,991	28,742
December	9,080	8,003	7,405	36,148
January	6,340	7,400	6,862	43,009
February	6,090	6,200	6,344	50,487
March	6,308	7,600	6,669	56,023
April	10,638	8,900	9,246	65,269
May	11,310	9,510	11,778	77,046
June	13,536	10,310	12,720	89,767
July	15,430	22,740	18,856	108,623
August	19,802	22,120	22,856	131,478
September		24,400	20,423	151,902
TOTAL (gal)	**130,284**	**162,724**	**151,902**	

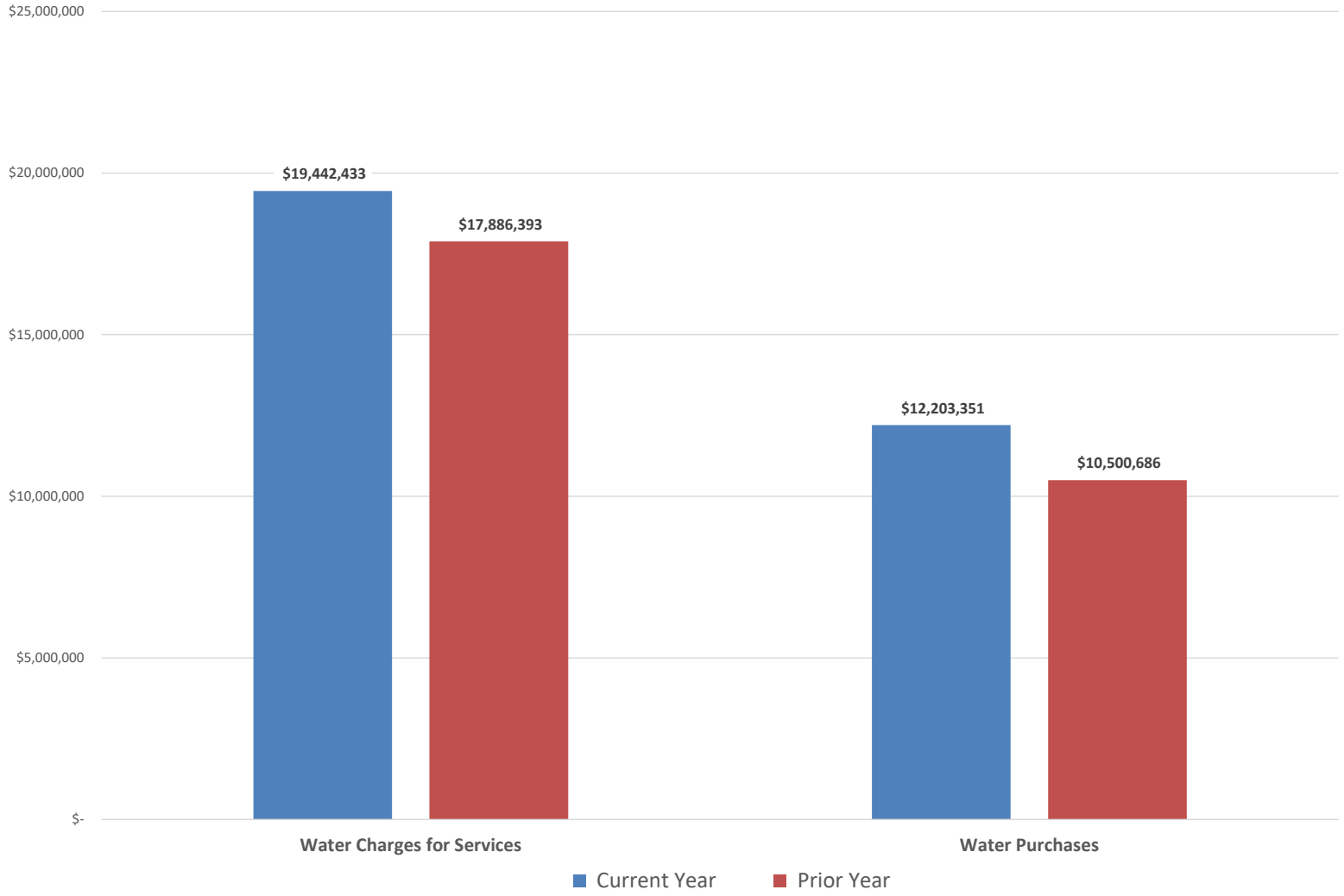
WATER SEWER FUND

REVENUE YTD % OF ANNUAL BUDGET



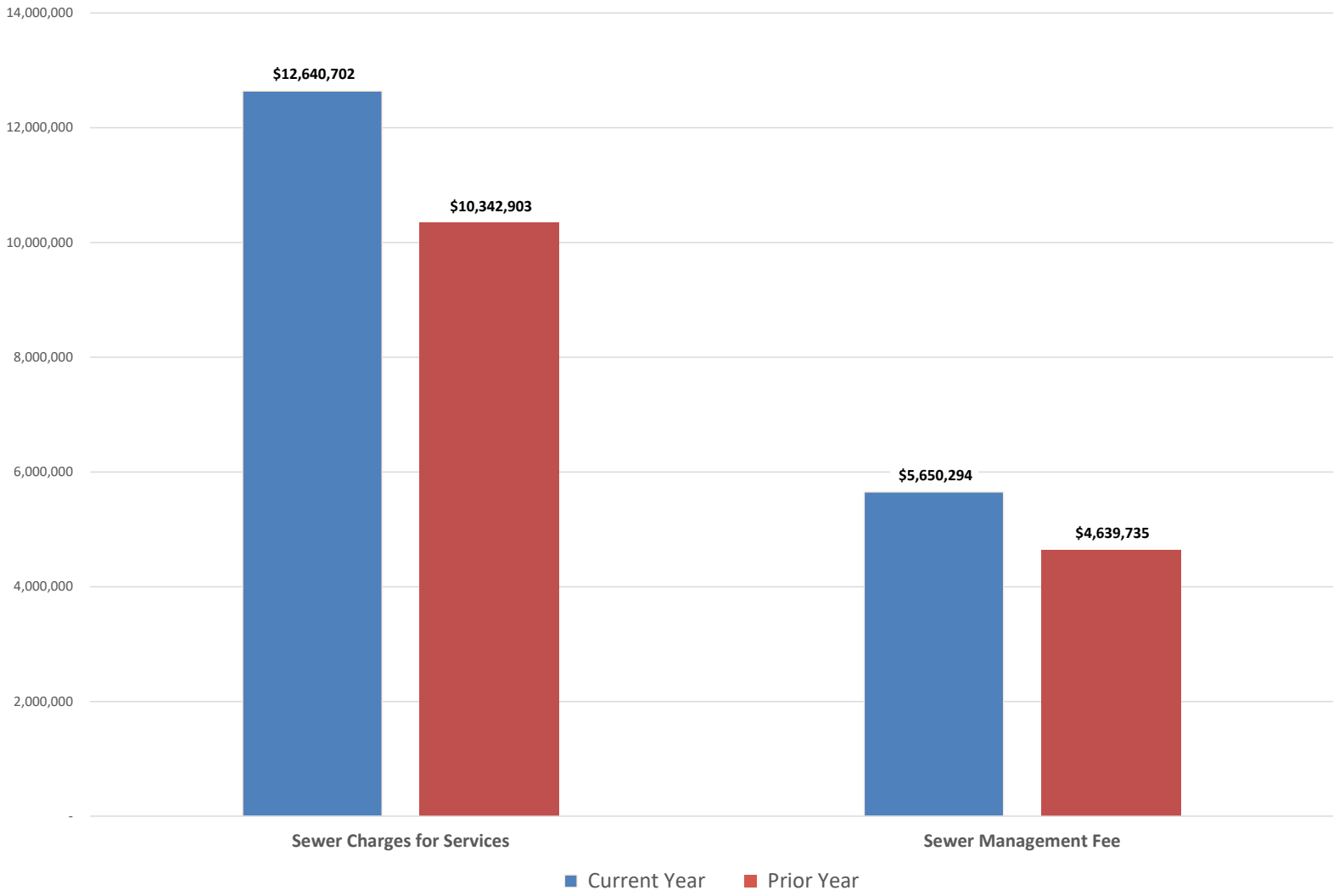
WATER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



SEWER REVENUE AND EXPENSE

Current YTD to Prior Year YTD Actual Comparison



TOWN OF PROSPER, TEXAS
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STORMWATER DRAINAGE UTILITY FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Storm Drainage Utility Fee	$ 950,000	$ -	$ 950,000	$ 904,313	$ -	$ 45,687	95%		$ 855,986	6%
Drainage Review Fee	3,500	-	3,500	-	-	3,500	0%		3,150	-100%
Interest Income	8,000	-	8,000	8,460	-	(460)	106%		11,936	-29%
Other Revenue	-	-	-	-	-	-	0%		-	0%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenue	$ 961,500	$ -	$ 961,500	$ 912,772	$ -	$ 48,728	95%		$ 871,072	5%
EXPENDITURES										
Personnel Services	$ 426,032	$ (3,475)	$ 422,557	$ 371,016	$ -	$ 51,541	88%		$ 288,401	29%
Debt Service	215,263	-	215,263	200,219	-	15,044	93%	2	219,463	-9%
Operating Expenditures	49,117	3,475	52,592	22,944	391	29,257	44%		37,365	-39%
Capital	177,812	-	177,812	159,669	-	18,143	90%		-	0%
Transfers Out	107,996	-	107,996	194,830	-	(86,834)	180%	1	328,945	-41%
Total Expenses	$ 976,220	$ -	$ 976,220	$ 948,677	$ 391	$ 27,152	97%		$ 874,174	9%
REVENUE OVER (UNDER) EXPENDITURES	$ (14,720)	$ -	$ (14,720)	$ (35,905)					$ (3,102)	
Beginning Working Capital October 1			251,393	251,393					380,410	
Ending Working Capital Current Month			$ 236,673	$ 215,488					$ 377,308	

Notes

1 Capital project funds are transferred as needed; General fund transfers are made monthly.

2 Annual debt service payments are made in February and August.

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SOLID WASTE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Sanitation Charges for Services	$ 3,295,173	$ -	$ 3,295,173	$ 3,392,181	$ -	$ (97,008)	103%		$ 2,691,537	26%
Interest Income	4,500	-	4,500	7,665	-	(3,165)	170%		6,231	23%
Transfer In	-	-	-	-	-	-	0%		-	0%
Total Revenues	$ 3,299,673	$ -	$ 3,299,673	$ 3,399,846	$ -	$ (100,173)	103%		$ 2,697,768	26%
EXPENDITURES										
Administration	$ 96,753	$ -	$ 96,753	$ 60,936	$ -	$ 35,817	63%		$ 56,609	8%
Sanitation Collection	2,830,789	-	2,830,789	2,657,418	-	173,371	94%		2,257,283	18%
Capital Expenditure	-	-	-	-	-	-	0%		1,933,413	-100%
Debt Service	257,501	-	257,501	236,042	-	21,459	92%		116,042	103%
Transfer Out	-	-	-	-	-	-	0%		-	0%
Total Expenses	$ 3,185,043	$ -	$ 3,185,043	$ 2,954,395	$ -	$ 230,648	93%		$ 4,363,347	-32%
REVENUE OVER (UNDER) EXPENDITURES	$ 114,630	$ -	$ 114,630	$ 445,450					$ (1,665,579)	
Beginning Working Capital October 1			120,426	120,426					5,985	
Ending Working Capital			$ 235,056	$ 565,876					$ (1,659,594)	

Notes

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VEHICLE AND EQUIPMENT REPLACEMENT FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Grant Revenue	$ -	$ -	$ -	$ -	$ -	$ -	0%		$ -	0%
Other Reimbursements	150,000	-	150,000	22,325	-	127,675	15%		-	0%
Interest Income	250,000	-	250,000	220,037	-	29,963	88%		268,617	-18%
Charges for Services	1,572,064	-	1,572,064	1,048,043	-	524,021	67%	1	1,355,719	-23%
Auction Proceeds	-	-	-	158,050	-	(158,050)	0%		-	0%
Total Revenue	$ 1,972,064	$ -	$ 1,972,064	$ 1,448,455	$ -	$ 523,609	73%		$ 1,624,336	-11%
EXPENDITURES										
Vehicle Replacement	$ 1,866,493	$ -	$ 1,866,493	$ 1,622,095	$ 466,631	$ (222,232)	112%		$ 369,849	339%
Equipment Replacement	526,908	-	526,908	541,763	186,527	(201,381)	138%		267,728	102%
Technology Replacement	145,200	-	145,200	-	-	145,200	0%		53,925	-100%
Total Expenditures	$ 2,538,601	$ -	$ 2,538,601	$ 2,163,857	$ 653,158	$ (278,414)	111%		$ 691,501	213%
REVENUE OVER (UNDER) EXPENDITURES	$ (566,537)	$ -	$ (566,537)	$ (715,403)					$ 932,835	
Beginning Fund Balance October 1			16,755,136	16,755,136					8,477,146	
Ending Fund Balance Current Month			$ 16,188,599	$ 16,039,733					$ 9,409,981	

Notes

1 May was the last monthly VERF contribution.

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HEALTH INSURANCE FUND

	Original Budget	Budget Adjustment	Amended Budget	Current Year YTD Actual	Current Year Encumbrances	Current Remaining Budget Balance	YTD Percent	Note	Prior Year YTD Actual	Change from Prior Year
REVENUES										
Health Charges	$ 5,142,517	$ -	$ 5,142,517	$ 4,542,603	$ -	$ 599,914	88%		$ 4,116,353	10%
Cobra and Stop Loss Reimbursements	300,000	-	300,000	865,016	-	(565,016)	288%		162,591	432%
Interest Income	20,000	-	20,000	2,876	-	17,124	14%		32,720	-91%
Total Revenue	$ 5,462,517	$ -	$ 5,462,517	$ 5,410,494	$ -	$ 52,023	99%		$ 4,311,664	25%
EXPENDITURES										
Contractual Services	$ 176,000	$ -	$ 176,000	$ 124,962	$ -	$ 51,038	71%		$ 120,737	3%
Employee Health Insurance	5,196,948	-	5,196,948	6,957,057	844	(1,760,952)	134%	1	4,224,694	65%
Total Expenditures	$ 5,372,948	$ -	$ 5,372,948	$ 7,082,019	$ 844	$ (1,709,914)	132%		$ 4,345,430	63%
REVENUE OVER (UNDER) EXPENDITURES	$ 89,569	$ -	$ 89,569	$ (1,671,525)					$ (33,766)	
Beginning Fund Balance October 1			148,135	148,135					609,058	
Ending Fund Balance Current Month			$ 237,704	$ (1,523,390)					$ 575,292	

Notes

1 The Town has experienced several large claims. Some are subject to stop loss reimbursement while others are just under the threshold.
2 The Health Fund deficit will be addressed by the mid-year re-estimate (tranfers-in) of the FY25-26 budget.

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CAPITAL PROJECTS FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
REVENUES									
Grants		$ 2,378,000	$ -	$ 2,378,000	$ -				
Property Taxes-Delinquent		-	-	-	-				
Property Taxes-Current		9,600,000	-	9,600,000	9,600,000				
Taxes-Penalties		-	-	-	-				
Contributions/Interlocal Revenue		-	-	-	1,285,067				
Bond Proceeds		19,450,000	-	19,450,000	-				
Interest Income		3,000,000	-	3,000,000	3,197,729				
Other Revenue		-	-	-	-				
Transfers In - Tree Mitigation		-	1,150,000	1,150,000	1,150,000				
Transfers In - Impact Fee Funds		-	7,500,000	7,500,000	7,558,982				
Transfers In - Escrows		-	500,000	500,000	-				
Transfers In - Park Dedication/Improvement		-	1,580,050	1,580,050	1,580,050				
Total Revenues		$ 34,428,000	$ 10,730,050	$ 45,158,050	$ 24,371,827				
EXPENDITURES									
Street & Traffic Projects									
Street Projects									
Frontier Parkway (BNSF Overpass)	$ 88,993	$ -	88,993	$ 88,993	$ 34,008	$ 54,985	$ -	$ -	$ -
First St (DNT to Coleman)	24,786,567	-	(28,500)	24,758,067	268,539	206,004	24,283,524	3,148,264	21,163,760
Coit Rd (First-Frontier) 4 Lns	27,789,900	20,000,000	-	27,789,900	70,256	11,410,745	16,308,899	1,790,055	14,518,844
DNT Main Lane (US 380 - FM 428)	7,671,186	5,114,124	-	7,671,186	2,557,062	-	5,114,124	-	5,114,124
Prosper Trail (Coit-Custer) 2	-	-	-	-	10,625	-	-	-	-
Gee Road (First Street - Windsong)	5,414,933	-	(4,927,692)	487,242	-	-	487,242	4,927,692	487,242
First Street (Elem-DNT) 4 Lanes	31,604,929	709,000	-	31,604,929	10,661,363	872,104	20,071,462	20,697,265	(625,803)
First St (Coit-Custer) 4 Lanes	27,269,101	-	(500,000)	26,769,101	856,437	17,000	25,895,665	25,515,599	880,066
Preston Road / First Street Dual Left Turns	900,000	-	-	900,000	-	22,077	877,923	71,523	806,400
Craig Street (Preston-Fifth)	750,000	300,000	-	750,000	282,072	54,443	413,486	381,053	32,433
Coleman (Gorgeous - Prosper Trail)	1,500,000	-	-	1,500,000	2,063,431	238,752	(802,183)	741,017	(1,543,200)
Coleman (Prosper Trail - PHS)	2,220,000	1,500,000	-	2,220,000	160	-	2,219,840	100	2,219,740
Legacy (Prairie - First Street)	11,425,000	800,000	-	11,425,000	1,889,474	126,798	9,408,728	8,275,307	1,133,421
Teel Parkway (US 380 - First Street Rd) NB 2 Lanes	5,850,000	-	-	5,850,000	1,144,166	16,169	4,689,665	4,896,723	(207,058)
Parvin (FM 1385 - Legacy)	500,000	-	-	500,000	-	-	500,000	500,000	-
Street Impact Fee Analysis	-	-	-	-	35,719	23,263	(58,982)	-	(58,982)
US 380 Deceleration Lanes - Denton County	500,000	-	-	500,000	-	-	500,000	43,600	456,400
Safety Way	800,000	-	-	800,000	454,085	-	345,915	-	345,915
Gorgeous/McKinley	700,000	-	-	700,000	608,940	-	91,060	-	91,060
First Street (Coleman)	2,500,000	2,000,000	-	2,500,000	11,385	95,409	2,393,206	468,049	1,925,157
Gee Road (US 380--FM 1385)	3,900,000	1,700,000	-	3,900,000	460,129	278,393	3,161,479	975,019	2,186,460
Frontier (Legacy-DNT)	300,000	-	-	300,000	-	-	300,000	300,000	-
Star Trail, Phase 5: Street Repairs	1,450,000	-	-	1,450,000	-	300,000	1,150,000	-	1,150,000
Prosper Trail (Coit - Custer) - 2 WB lanes	1,400,000	500,000	-	1,400,000	495,876	237,901	666,223	29,223	637,000
Windsong Parkway/US 380 Dual Left T	152,800	-	-	152,800	60,018	11,076	81,706	12,400	69,306
Legacy Drive (Prosper Tr. to P)	10,000	-	10,000	10,000	167	-	9,833		9,833
Coleman St (First-Georgeous)	660,000	-	-	660,000	256,828	293,242	109,930	110,530	(600)
Teel Parkway (First-Freeman)	800,000	-	-	800,000	332,648	522,863	(55,510)	-	(55,510)
Legacy (First St. - Prosper Tr	200,000	200,000	-	200,000	-	-	200,000	-	200,000
Legacy (First St. - Prosper Tr	550,000	550,000	-	550,000	-	-	550,000	-	550,000
Prosper Trail (Legacy - DNT)	1,200,000	1,200,000	-	1,200,000	197,841	783,159	219,000	-	219,000
Roundabout Peer Review and Tho	28,500	-	-	28,500	24,038	4,463	-	-	-
Prairie Dr Accelerated Opening	27,167	-	-	27,167	27,166	-	1	-	1
West Gorgeous (McKinley-Coleman)	230,000		230,000	230,000	74,178	148,818	7,004	-	7,004
Whitley Place Medians (1st St)	15,000	-	-	15,000	15,000	-	-	-	-
Unprogrammed Future Projects	800,000	800,000	(328,993)	471,007	-	-	471,007	-	471,007

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CAPITAL PROJECTS FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
Traffic Projects									
Fifth Street Quiet Zone	500,000	-	-	500,000	-	-	500,000	-	500,000
Traffic Signal - Fishtrap & Artesia Boulevard	525,000	460,000	-	525,000	21,346	276,090	227,564	32,350	195,214
Median Lighting US 380 (Mahard-Lovers)	300,000	-	-	300,000	-	-	300,000	-	300,000
Traffic Signal - DNT/Frontier	281,500	-	-	281,500	181,389	72,683	27,428	16,125	11,303
Traffic Signal - Teel Pkway & Prairie Drive	525,000	460,000	-	525,000	15,437	1,666	507,897	23,800	484,097
Traffic Signal Acacia Parkway/Gee R	503,480	-	146,874	650,354	590,989	28,705	30,660	38,339	(7,679)
Traffic Signal First Street/Legacy	578,333	-	-	578,333	52,800	923,326	(397,793)	16,133	(413,926)
Opticom Repair/ Installation	-	-	-	-	75,597	6,960	(82,557)	-	(82,557)
Gee/Lockwood Pedestrian Hybrid	259,200	-	-	259,200	54,286	276,177	(71,263)	16,250	(87,513)
First/Copper Canyon Pedestrian	259,200	-	-	259,200	49,503	254,901	(45,204)	16,250	(61,454)
First/Chaucer Pedestrian Hybri	259,200	-	-	259,200	47,294	242,430	(30,524)	16,250	(46,774)
Tr. Signal (Denton-Fishtrap)	349,500	-	40,928	390,428	317,358	17,906	55,164	38,000	(23,764)
Traffic Improvement Projects	1,500,000	1,500,000	(187,802)	1,312,198	-	-	1,312,198	-	1,500,000
Traffic Signal Comunications Program Ph 2	495,000	495,000	-	495,000	-	-	495,000	-	495,000
Traffic Signal - Legacy & Prai	525,000	525,000	-	525,000	-	-	525,000	-	525,000
School Zone Flashers	-	-	-	-	140,544	-	(140,544)	-	(140,544)
Traffic Equipment	-	-	-	-	15,928	-	(15,928)	-	(15,928)
Capital Expenditures	-	-	-	-	-	-	-	-	-
Total Street & Traffic Projects	$ 170,854,490	$ 38,813,124	$ (5,456,192)	$ 165,069,306	$ 24,454,079	$ 17,818,506	$ 122,807,346	$ 73,096,915	$ 55,313,496
Park Projects									
Neighborhood Park									
Windsong Park #3	$ 750,000	$ -	$ (400,000)	$ 350,000	$ -	$ -	$ 350,000	$ -	$ 350,000
Lakewood Preserve, Phase 2	5,587,255	485,000	-	5,587,255	737,887	229,774	4,619,594	4,577,929	41,664
Downtown Park (Broadway/ Parvin)	1,158,240	750,000	-	1,158,240	51,173	11,112	1,095,955	43,415	1,052,540
Pecan Grove Park, Trail - Grant Matching	248,798	248,798	54,940	303,738	169,738	-	134,001	-	134,001
Playground Shade Structures (Various)	160,000	160,000	-	160,000	158,923	-	1,077	-	1,077
Whitley Place Meadow Park - Grant Matching	218,130	218,130	(100,130)	118,000	-	-	118,000	-	118,000
Trails									
Doe Branch Trail Connections	2,184,000	500,000	-	2,184,000	48,529	113,148	2,022,323	75,582	1,946,741
Various Hike and Bike Trails	580,680	-	(512,000)	68,680	-	-	68,680	-	68,680
Downtown Improvements									
Downtown Improvements	1,553,389	1,000,000	(319,806)	1,233,583	177,124	126,893	929,567	8,508	921,058
Downtown Monumentation	66,500	-	-	66,500	93,821	4,800	(32,121)	66,110	(98,231)
Prosper Parking Lot and Alley Improvements	122,500	-	-	122,500	26,100	24,200	72,200	-	72,200
Broadway/ Town Hall Connection	221,106	-	221,106	221,106	214,105	7,000		-	221,106
Downtown Lighted Bollards	98,700	-	98,700	98,700	98,700	-		-	98,700
Community Park									
Raymond Community Park	21,900,000	2,100,000	2,207,000	24,107,000	6,372,061	7,886,714	9,848,224	8,245,363	1,602,862
Raymond Community Park - Trail/ Bridge Grant	848,122	848,122	-	848,122	-	916,535	(68,413)	-	(68,413)
Froniter Park Pond Repairs	473,000	-	-	473,000	420,123	33,768	19,109	-	19,109
Frontier Park Concrete Repairs	120,000	120,000	-	120,000	-	-	120,000	-	120,000
Parks & Rec Admin Facility Parking Lot Paving	80,000	80,000	-	80,000	68,388	4,415	7,197	-	7,197
Doe Branch Property Masterplan	140,000	140,000	-	140,000	53,210	81,390	5,400	-	5,400
Doe Branch Property - Six Creek Crossings	650,000	650,000	(650,000)	-	-	-	-	-	-
Median/ Landscape Screening									
US 380 Green Ribbon Project	2,295,000	-	-	2,295,000	1,281,889	537,543	475,567	-	475,567
Prosper Trail Screening (Preston - Deer Run)	750,000	-	(200,000)	550,000	123,904	378,332	47,764	46,326	1,439
Parks, Recreation, & Open Space Master Plan	140,000	-	-	140,000	40,384	-	99,616	92,323	7,293
Unprogrammed Future Projects	800,000	800,000	(399,810)	400,190	-	-	400,190	-	400,190
Total Park Projects	$ 41,145,420	$ 8,100,050	$ -	$ 40,825,614	$ 10,136,058	$ 10,355,625	$ 20,333,931	$ 13,155,556	$ 7,498,181

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CAPITAL PROJECTS FUND

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Years Expenditure	Project Budget Balance
Facility Projects									
Public Safety									
Fire Station #4 - Design	$ 965,855	$ -	$ -	$ 965,855	$ 151,546	$ 120,842	$ 693,466	$ 693,467	$ (0)
Fire Station #4 - Other Costs	708,250	700,000	-	708,250	79,505	34,472	594,273	8,250	586,023
Fire Station #4 - Construction	11,225,000	1,025,000	-	11,225,000	5,391,956	6,070,445	(237,401)	-	(237,401)
Fire Station #4 - FF&E	775,000	775,000	-	775,000	-	40,026	734,974	-	734,974
Public Safety Fiber Ring	1,000,000	1,000,000	-	1,000,000	-	76,621	923,380	-	923,380
Fire Station #3 - Upgrades and Repairs	190,000	190,000	10,150	200,150	200,150	-	-	-	-
PD Needs Assessment	78,500	-	78,500	78,500	60,635	17,865	-	-	78,500
PD Station Improvements	366,235	-	212	366,447	14,370	-	352,077	351,865	212
Unprogrammed Future Projects	592,935	592,935	(137,121)	455,814	-	-	455,814	-	455,814
Public Safety Equipment									
Fire Station #4 - Engine	1,250,000	-	-	1,250,000	-	-	1,250,000	1,246,481	3,519
Fire Station #4 - Ambulance	552,000	-	-	552,000	416,316	-	135,684	135,283	401
Central Fire - Ambulance	495,000	-	-	495,000	32,497	-	462,503	461,427	1,076
PD Car Camera and Body worn Camera System	387,225	-	-	387,225	-	-	387,225	16,900	370,325
Parks, Public Works, Town Hall									
Parks and Public Works	5,802,938	2,352,938	-	5,802,938	519,634	2,429,285	2,854,019	120,521	2,733,498
Library Master Plan	130,000	-	-	130,000	62,538	13,989	53,474	53,474	-
Finish Out Interior Spaces Town Hall	650,000	-	30,366	680,366	53,331	127,469	499,566	366,394	133,172
Town Hall Repairs - Parking Lot, Steps, Fountain	273,000	273,000	17,892	290,892	48,534	5,000	237,358	-	219,466
Public Works Modular Buildings	712,224			712,224	714,162	8,926	(10,863)	-	(10,863)
Total Facility Projects	$ 26,154,162	$ 6,908,873	$ -	$ 26,075,662	$ 7,745,175	$ 8,944,938	$ 9,385,549	$ 3,454,063	$ 5,992,094
Transfer Out	-	-	-	-	(0.00)	-	-	-	-
Total Expenditures	$ 238,154,072	$ 53,822,047	$ (5,456,192)	$ 231,970,582	$ 42,335,312	$ 37,119,069	$ 152,526,825	$ 89,706,534	$ 68,803,771
REVENUE OVER (UNDER) EXPENDITURES				$ (186,812,532)	$ (17,963,485)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				79,149,405	79,149,405				
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ (107,663,127)	$ 61,185,920				

TOWN OF PROSPER, TEXAS
MONTHLY FINANCIAL REPORT
August 31, 2025

CAPITAL PROJECTS FUND-WATER/SEWER

	Project Budget	Current Year Original Budget	Current Year Budget Adjustment	Current Year Amended Budget	Current Year Actual	Current Year Encumbrances	Current Remaining Budget Balance	Prior Year Expenditure	Project Budget Balance
REVENUES									
Interest Income		$ 800,000	$ -	$ 800,000	$ 1,389,700				
Bond Proceeds		33,896,633	-	33,896,633	-				
Grant Revenue		214,081	-	214,081	-				
Capital Contributions									
Transfers In		-	-	-	225,294				
Transfers In - ARPA Funds		-	-	-	-				
Transfers In - Impact Fee Funds		5,531,622	-	5,531,622	5,546,241				
Transfers In - Drainage Fund		50,000	-	50,000	50,000				
Transfers In - Bond Funds		-	-	-	-				
Total Revenues		$ 40,442,336	$ -	$ 40,442,336	$ 7,211,235				
EXPENDITURES									
Water Projects									
Lower Pressure Plane Pump Station Design	$ 18,931,100	$ -	$ -	$ -	$ 1,675,275	$ 190,997	$ (1,866,273)	$ 16,599,784	$ 465,044
LPP Water Line Phase, 2A	9,000,000	-	-	-	5,754,681	61,380	(5,816,061)	2,164,870	1,019,068
Water Line Relocation Frontier	6,900,000	3,500,000	-	3,500,000	434,559	4,687,921	(1,622,480)	490,232	1,287,288
Parks & Public Works, Phase 1	5,600,000	5,000,000	-	5,000,000	259,461	689,580	4,050,959	59,889	4,591,070
Ground Storage 6 MG Tank	8,100,000	2,560,993	-	2,560,993	394,782	347,216	1,818,996	22,333	7,335,670
DNT (Prosper Trail - Frontier Parkw	-	-	23,785	23,785	3,585	-	20,200	-	20,200
Water Impact Fee Analysis	-	-	-	-	7,170	139	(7,309)	-	(7,309)
DNT Water Line Relocation	-	-	37,019	37,019	25,127	11,893	-	-	-
Craig Street 2 MG EST Rehabilitation	460,000	460,000	-	460,000	-	368,950	91,050	-	91,050
Unprogrammed Future Water/Wastewater	286,463	286,463	(60,804)	225,659	-	-	225,659	-	225,659
Wastewater Projects									
Doe Branch Parallel Interceptor	16,253,327	8,853,327	-	8,853,327	3,750,000	-	5,103,327	-	12,503,327
Upper Doe Branch WW Line (Teel-PISD Stadium)	8,025,000	3,000,000	-	3,000,000	3,133,057	3,568,534	(3,701,591)	675,836	647,573
Doe Branch, Phase 3 WWTP	104,946,277	49,946,277	-	49,946,277	27,534,345	3,835	22,408,097	6,102,367	71,305,730
Wilson Creek WW Line	400,000	-	-	-	296,761	-	(296,761)	8,841	94,398
Denton ISD WW Line Reimbursement	531,622	531,622	-	531,622	-	-	531,622	-	531,622
Sewer Impact Fee Analysis	-	-	-	-	7,170	139	(7,309)	-	(7,309)
Total Water & Wastewater Projects	$ 179,433,789	$ 74,138,682	$ -	$ 74,138,682	$ 43,275,973	$ 9,930,584	$ 20,932,125	$ 26,124,152	$ 100,103,080
Drainage Projects									
Doe Branch Creek Erosion Control	$ 225,000	$ -	$ -	$ -	$ 183,560	$ 14,472	$ (198,032)	$ -	$ 26,968
Old Town Regional Pond #2	98,386	50,000	-	50,000	-	231	49,769	48,092	50,063
Total Drainage Projects	$ 323,386	$ 50,000	$ -	$ 50,000	$ 183,560	$ 14,703	$ (148,263)	$ 48,092	$ 77,031
Transfer out	-	-	-	-	-	-	-	-	
Total Expenses	$ 179,757,175	$ 74,188,682	$ -	$ 74,188,682	$ 43,459,533	$ 9,945,287	$ 20,783,862	$ 26,172,244	$ 100,180,111
REVENUE OVER (UNDER) EXPENDITURES				$ (33,746,346)	$ (36,248,298)				
Beginning Fund Balance (Restricted for Capital Projects) October 1				95,644,027	95,644,027				
Ending Fund Balance (Restricted for Capital Projects) Current Month				$ 61,897,681	$ 59,395,729				

TOWN OF PROSPER
A Place Where Everyone Matters

DEVELOPMENT SERVICECES

To: **Mayor and Town Council**

From: **Mary Branch, RS Health & Code Compliance Manager**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager
David Hoover, Development Services Director

Re: **Code Administrative Fee**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon an Ordinance amending Section 6.03.003, "Regulation of Weeds, Rubbish, Brush, and Other Objectionable, Unsightly, or Unsanitary Matter," of Article 6.03, "Maintenance of Property, of Chapter 6, "Health and Sanitation," of the Town's Code of Ordinances allowing for the imposition of an Abatement Administrative Fee.

Description of Agenda Item:
For instances where the Town is required to mow property and/or remove trash and debris to attain compliance with the Town's ordinances, the Town incurs expenses for which it is not otherwise reimbursed. The division proposes imposing a Town-initiated Code Administrative fee related to expenses incurred.

Budget Impact:
Assessing this fee will assist with the recouping expenses tied to Town initiated abatements.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Ordinance

Town Staff Recommendation:
Town Staff recommend that the Town Council approve an Ordinance amending Section 6.03.003, "Regulation of Weeds, Rubbish, Brush, and Other Objectionable, Unsightly, or Unsanitary Matter," of Article 6.03, "Maintenance of Property, of Chapter 6, "Health and Sanitation," of the Town's Code of Ordinances allowing for the imposition of an Abatement Administrative Fee.

Proposed Motion:

I move to approve an Ordinance amending Section 6.03.003, “Regulation of Weeds, Rubbish, Brush, and Other Objectionable, Unsightly, or Unsanitary Matter,” of Article 6.03, “Maintenance of Property, of Chapter 6, “Health and Sanitation,” of the Town’s Code of Ordinances allowing for the imposition of an Abatement Administrative Fee.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 6.03.003, "REGULATION OF WEEDS, RUBBISH, BRUSH, AND OTHER OBJECTIONABLE, UNSIGHTLY, OR UNSANITARY MATTER," OF ARTICLE 6.03, "MAINTENANCE OF PROPERTY,' OF CHAPTER 6, "HEALTH AND SANITATION," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, ALLOWING FOR THE IMPOSITION OF AN ABATEMENT ADMINISTRATIVE FEE FOR CERTAIN COSTS INCURRED BY THE TOWN; MAKING FINDINGS; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town of Prosper, Texas ("Town"), has determined that in those instances where the Town is required to mow property and/or remove trash and debris to attain compliance with the Town's ordinances relative to weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter, the Town incurs expenses for which it is not otherwise reimbursed, including but not limited to costs related to investigation of properties not in compliance with applicable Town ordinances; reinspection(s) of property; preparation of documentation and notices; review of public data; selection of and coordination with mowing or other contractors; lien filing fees; and possible remediation fees; and

WHEREAS, for the costs incurred by the Town in addition to any contractor charges that may be incurred by the Town, it is reasonable for the Town to impose an Abatement Administrative Fee related to the costs reference in this Preamble.

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

SECTION 1

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

SECTION 2

From and after the effective date of this Ordinance, existing Section 6.03.003, "Regulation of Weeds, Rubbish, Brush, and Other Objectionable, Unsightly, or Unsanitary Matter," of Article 6.03, "Maintenance of Property,' of Chapter 6, "Health and Sanitation," of the Code of Ordinances of the Town of Prosper, Texas, is hereby amended to read as follows:

"**ARTICLE 6.03 MAINTENANCE OF PROERTY**

* * *

§ 6.03.003. Regulation of Weeds, Rubbish, Brush, and Other Objectionable, Unsightly, or Unsanitary Matter; Providing for an Abatement Administrative Fee.

* * *

(g) In the event that the Town must do the work or make the improvements required to abate any violation, or pay for the work done or the improvements made, the Town may impose an Abatement Administrative Fee, as set forth in the Fee Schedule, Appendix A, to the Town's Code of Ordinances, as amended."

SECTION 3

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

SECTION 4

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

SECTION 5

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 16TH DAY OF SEPTEMBER, 2025.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

TOWN OF PROSPER
A Place Where Everyone Matters

INFORMATION TECHNOLGY

To: **Mayor and Town Council**

From: **Leigh Johnson, Information Technology Director**

Through: **Mario Canizares, Town Manager**
Bob Scott, Deputy Manager

Re: **Tyler Technologies Contract Renewal**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon authorizing the Town Manager to execute a five-year contract renewal for $370,198 between the Town of Prosper and Tyler Technologies for the Enterprise Permitting and Licensing software.

Description of Agenda Item:
The Tyler Enterprise Permitting & Licensing (EP&L) software is the community development software utilized by all development departments as well as any department involved with the coordination of development. The contract renews the agreement between the Town and Tyler for an additional five years for all Saas Services, plan review software and Assist Services. The EP&L software is utilized for Development Permits, Plans, Inspections, Health and Compliance and Fire Permits.

Budget Impact:
The cost for FY 26 will be $370,198, which includes the regular annual fee ($333,298) and the new plan review platform implementation ($36,900). The renewal agreement also includes pricing for years 7-10, which will each increase 4-5% annually.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Tyler Enterprise Permitting & Licensing Contract Renewal Quote

Town Staff Recommendation:
Town Staff recommend that the Town Council approve authorizing the Town Manager to execute a five-year contract renewal for $370,198 between the Town of Prosper and Tyler Technologies for the Enterprise Permitting & Licensing software.

Proposed Motion:

I move to approve the Town Manager to execute a five-year contract renewal for $370,198 between the Town of Prosper and Tyler Technologies for Enterprise Permitting & Licensing software.

Quoted By: Miguel Aleman
Quote Expiration: 11/30/25
Quote Name: EPL SaaS Renewal w/DigEplan Standard

Sales Quotation For:
Leigh Johnson
Town of Prosper
250 W First Street
Prosper TX 75078-2731
Phone: +1 (972) 346-2640

Tyler SaaS

Description	Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software				
Community Development Suite - Per User		$ 169	77	$ 156,156
Business Management Suite - Per User		$ 169	10	$ 20,280
Tyler Cashiering for EPL		$ 0	1	$ 0
Enterprise Permitting & Licensing Extensions				
GIS Site License		$ 1,583	1	$ 19,000
Enterprise Permitting & Licensing Mobile		$ 49	29	$ 17,052
e-Reviews		$ 1,000	1	$ 12,000
Community Development API Toolkit		$ 725	1	$ 8,700
Civic Access - Community Development		$ 589	1	$ 7,074
Community Development Executive Insights		$ 583	1	$ 7,000

Civic Access - Business Management		$ 580	1	$ 6,960
Decision Engine		$ 580	1	$ 6,960
Advanced Automation Bundle		$ 305	1	$ 3,658
Report Toolkit		$ 200	1	$ 2,400
Core Foundation Bundle		$ 160	1	$ 1,919
Civic Services				
Enterprise Environmental Health		$ 149	9	$ 16,092
Civic Access - Environmental Health		$ 625	1	$ 7,500
	Sub-Total:			$ 292,751
	Less Discount			*$ 63,953*
	TOTAL	**1.00**		**$ 228,798**

Tyler Annual Services

Descripton	Users/Units	Annual Fee
Recurring Services		
Assist Basic	1	$ 40,000
Hosted Report Management (per user)	2	$ 3,000
Sub-Total:		$ 43,000
Less Discount:		*$ 8,500*
TOTAL:		**$ 34,500**

Professional Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Professional Services				
Professional Implementation Services - DigEplan Standard	132	$ 225	$ 29,700	$ 0
Project Manager Services - DigEplan Standard	32	$ 225	$ 7,200	$ 0
TOTAL:			**$ 36,900**	**$ 0**

Third-Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint /SaaS	Unit Maint/SaaS Discount	Total Maint / SaaS
Third Party							
DigEplan Standard - 5 Additional Named Users	3	$ 0	$ 0	$ 0	$ 33,000	$ 3,000	$ 30,000
DigEplan Standard - Up to 20 Named Users	1	$ 0	$ 0	$ 0	$ 44,000	$ 4,000	$ 40,000
TOTAL				**$ 0**			**$ 70,000**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 228,798
Total Services	$ 36,900	$ 34,500
Total Third-Party Hardware, Software, Services	$ 0	$ 70,000
Summary Total	**$ 36,900**	**$ 333,298**
Contract Total	**$ 370,198**	

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
    - Implementation and other professional services fees shall be invoiced as delivered.
- Expenses associated with onsite services are invoiced as incurred.

Comments

SaaS Monthly Fees are rounded to the nearest dollar. The Annual Fee value represents the cost to the customer.

Enterprise Permitting & Licensing powered by EnerGov Advanced Automation Bundle includes Intelligent Objects, Intelligent Automation Agent, Georules and Workflow Designer.

Decision Engine is a web-based application that utilizes yes/no questions to guide citizens through online applications. Tyler will ensure and troubleshoot the connection and provide application configuration training. The client is responsible to design

eReviews enables electronic review and markup of submitted plans and other documentation by client personnel. eReviews requires either Bluebeam Studio Prime at an estimated yearly subscription cost of $3,000/100 users or DigEplan Pro/Standard/Advanced. eReviews also requires Bluebeam Revu licenses for agency staff that is involved in the review, markup, and management of electronic plans. Bluebeam Revu licenses are approximately $300 per user per year. Bluebeam Studio Revu and Bluebeam Prime are to be purchased separately by the client.

iG Workforce - iG Inspect and iG Enforce provide a mobile solution for field personnel to capture inspection and code data remotely. Tyler will assist to connect iG Apps to the Enterprise Permitting & Licensing powered by EnerGov suite, and support testing. These applications are available on iOS. The client is responsible for ensuring the app(s) are downloaded and kept up to date on client utilized hardware.

Enterprise Permitting Support Services provided by Tyler are limited to installation of the API and guidance to the Client's integration development resources. Tyler does not provide integration development services for Enterprise Permitting & Licensing powered by EnerGov API/SDK toolkits. The Client (or a selected third party integrator) will perform all development work against the API/SDK.

Tyler resources will establish connection and verify data exchange between Data & Insights and Enterprise Permitting & Licensing. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

DigEplan Pro. Your use of DigEplan Pro is subject to the LCT Software LLC Subscription Terms & Conditions found here: https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions. By signing a Tyler Agreement or Order Form including DigEPlan Pro, or accessing, installing, or using DigEplan Pro, you agree that you have read, understood, and agree to such terms.

Core Foundation Bundle includes Enterprise Forms, Hub, SSRS/Crystal, Dynamic Reports, BMP Templates and Standard IOs. Tyler resources will configure and test basic Enterprise Licensing & Permitting functionality including global settings, and preliminary user roles.

Payment Terms:

Year 1 SaaS and Hosted Report Management Recurring Services Fees effective 3.1.26. Year 2, Year 3, Year 4, and Year 5 SaaS Fees are renewed annually according to "EP&L SaaS Fee Schedule" below for details. Year 6 and beyond are renewed annually thereafter at then-current rates.

Year 1 3rd Party SaaS Fees (DigEplan Standard), effective on the first day of the first month following execution, invoiced in full. Year 1 3rd party SAAS term is 15 months. Year 2 3rd Party SaaS fees renewed at no more than 5% increase and is prorated to align with the existing agreement. Year 3 through Year 5 3rd Party SaaS Fees renewed annually at no more than 5% increase per year. Year 6 and beyond are renewed annually thereafter at then-current rates. See "DigEplan Fee Schedule" below for details.

Year 1 Assist Basic Recurring Services Fee is effective 3.1.26. Year 2-Year 5 Assist Basic Recurring Services Fee is renewed annually at no more than 5% increase per year. Year 6 and beyond are renewed annually thereafter at then-current rates. See "Assist Basic Fee Schedule" below for details.

Proposal Includes:

New SaaS Fees:

Upgraded EP&L-ESRI GIS Integration Fee to a Site License

- No longer required to adjust this integration fee each time a new EP&L user is added.

Advanced Automation Bundle

- Enables ability to create custom Intelligent Objects (IO's), Intelligent Automation Agent (IAA's), & GeoRules

Core Foundation Bundle

- Access to Tyler Hub
- Standard SSRS reports & documents
- Standard EP&L Automations (IO's, IAA's, GeoRules)

Report Tool Kit

- Provides Tyler-maintained SQL views to assist in-house report developers with understanding connections between EP&L database tables; Available on request through EP&L Support

New 3rd Party SaaS Fees:

DigEplan Standard - Up to 35 Named/Defined Users

- Access to Avolve Software's DigEplan Standard markup tool
  - Integration with EPL Review Coordinator/eReviews
- Avolve GIS
- Doc Composer
- APIs/Web hooks
- Markup Calculator
- Custom Data Fields
- Advanced Markup Library
- Avolve Insights (when available)

- Online Plan Submission
  - Integration with EP&L Civic Access
- Additional users may be purchased in increments of 5 as needed at then-current rates.

New Recurring Services Fees:

Hosted Report Management

- Allows access to hosted SSRS reporting environment for up to 2 named users, OR
- Allows for daily delivery of EP&L PROD environment backup via SFTP

New One-Time Professional Services Fees:

Professional Services Hours - 164 Total

- Project Management - 32 hours
- Analysis & Configuration - 108 hours
- Training (End-User & Admin) - 12 hours
- Go-Live Support - 12 hours

Renewed Recurring Services:

EP&L Assist Basic

- Professional Implementation Consulting Services
  - Up to 120 hours of remotely delivered services to be used for ad-hoc training, best practice consulting, and modifications/enhancements to live business process configuration.
  - Does not include the implementation of new processes.
- Client Services Account Manager (CSAM)
  - Recurring bi-weekly check-in calls with a dedicated resource to provide upgrade planning assistance, general guidance, and assistance with client's prioritized support tickets.
- Tyler Connect
  - 1 complimentary registration per year; travel expenses not included
- Business Process/Best Practice Review
  - 1 complimentary 3-day site visit from an EP&L Assist Implementation Consultant every 36 months; Travel expenses not included.
  - First site visit can be requested after 6 months of initial engagement from the Assist team.
- Virtual Learning Labs:
  - Not included

EP&L SaaS Fee Schedule:

Year 1 = $231,797.00 (3% + NEW) – This includes 3% base increase + Hosting Report Management + GIS adjustment
Year 2 = $241,068.88 (4% increase)
Year 3 = $250,711.64 (4% increase)
Year 4 = $263,247.22 (5% increase)
Year 5 = $276,409.58 (5% increase)

DigEplan Fee Schedule:

Year 1 = $70,000.00
Year 2 = $73,500.00 (5% increase)
Year 3 = $77,174.00 (5% increase)
Year 4 = $81,033.75 (5% increase)
Year 5 = $85,085.44 (5% increase)

Assist Basic Fee Schedule:

Year 1 = $31,500.00 (5% increase)
Year 2 = $33,075.00 (5% increase)
Year 3 = $34,728.75 (5% increase)
Year 4 = $36,465.19 (5% increase)
Year 5 = $38,288.45 (5% increase)

Annual Fee Summary:

Year 1 = $333,297
Year 2 = $347,643.88
Year 3 = $362,614.39
Year 4 = $380,746.16
Year 5 = $399,783.47
5 Yr Total = $1,824,084.90

TOWN OF PROSPER
A Place Where Everyone Matters

POLICE DEPARTMENT

To: **Mayor and Town Council**

From: **Doug Kowalski, Chief of Police**

Through: **Mario Canizares, Town Manager**

Re: **Flock Safety Cameras**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:

Consider and act upon authorizing the Town Manager to execute an agreement with Flock Group, Inc. for the purchase and installation of the following public safety technologies:

- **Nineteen (19) new Flock Safety License Plate Readers (LPRs)**, formerly known as Falcon;
- **Twelve (12) new Solar Video PTZ (Pan-Tilt-Zoom) Cameras**, formerly known as Condor; and
- **Flock NOVA Open-Source Intelligence (OSINT) software**.

The total cost of the agreement is **$205,365.07**, which includes **$120,192.07** for the new LPR and PTZ camera hardware, and **$85,173.00** for the NOVA OSINT software platform.
These new assets will expand the Town's existing public safety technology infrastructure, increasing the total number of cameras and investigative tools deployed throughout the community. The enhancements will significantly improve both preliminary incident response and follow-up investigations, strengthening the Town's overall public safety capabilities.

Description of Agenda Item:

During the April 8, 2025, and May 13, 2025, Town Council Meetings, the Town Council approved the submittal of grant applications to the Motor Vehicle Crime Prevention Authority (MVCPA) for the FY25 SB224 Catalytic Converter Grant and the FY25 MVCPA Taskforce Grant. Both grant applications were subsequently approved by MVCPA on July 18, 2025.

If Council approves this item, the newly acquired technology and resources will be allocated as follows:

- **License Plate Reader (LPR) Cameras** – to be distributed between the **Police Department** and the **Parks Department**; These pole-mounted cameras will be installed at the entrances/exits of Frontier Park, Lakewood Preserve Park, and the new Raymond Community Park.

- **Solar Video PTZ (Pan-Tilt-Zoom) Cameras** – to be allocated to the **Parks Department**; These surveillance cameras will be installed inside of Frontier Park, Lakewood Preserve, and the New Raymond Community Park. The location placement of the cameras will be coordinated between the Police Department, Parks Department, and the Flock Group.
- **Flock NOVA Open-Source Intelligence (OSINT)** platform – to be assigned to the **Police Department**.

These resources will be strategically utilized to enhance the Town's capacity to combat and prevent vehicle-related crimes, including theft, catalytic converter incidents, and other criminal activities affecting public safety across multiple Town assets and locations.

Flock Group, Inc. describes its NOVA platform as *"the first Public Safety Data Platform that gives your team the answers they need—fast, clear, and when it matters most. Unify CAD, RMS, video, LPR, and public records into one simple search so your team can find answers faster, respond smarter, and keep your community safer."*

Police Department staff have participated in multiple demonstrations of the Flock NOVA OSINT platform and have determined that the system will be a valuable asset to both the department and the community by enhancing investigative capabilities and improving operational efficiency.

Budget Impact:

The additional LPR's and PTZ's cost, $120,192.07 will be funded by the FY26 Motor Vehicle Crime Prevention Authority (MVCPA) grant with an 80/20 split once approved by the MVCPA. The Town's net responsibility for this request is $24,038.41. The cost of Flock NOVA OSINT will be $85,173 and will be funded by the FY26 Motor Vehicle Crime Prevention Authority (MVCPA) grant with an 80/20 split once approved by the MVCPA. The Town's net responsibility for this request is $17,034.60. Upon approval, the allocated funds will be reflected in the FY26 Police Department budget, Equipment Lease organization code #12020010, Object code #54900.

Legal Obligations and Review:

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

Attached Documents:

1. Flock Safety Order Form/Agreement
2. OMNIA Contract R250203

Town Staff Recommendation:

Town Staff recommends that the Town Council approve authorizing the Town Manager to execute an agreement with Flock Group, Inc. for nineteen (19) Flock Safety LPR (License Plate Readers formerly known as Falcon) and twelve (12) Solar Video Camera PTZ (Pan, Tilt and Zoom formerly known as Condor) in the amount of $120,192.07 and Flock NOVA OSINT – Open-Source Intelligence in the amount of $85,173.00.

Proposed Motion:

I move to approve authorizing the Town Manager to execute an agreement with Flock Group, Inc. for nineteen (19) Flock Safety LPR (License Plate Readers formerly known as Falcon) and twelve (12) Solar Video Camera PTZ (Pan, Tilt and Zoom formerly known as Condor) in the amount of $120,192.07 and Flock NOVA OSINT – Open-Source Intelligence in the amount of $85,173.00.

Docusign Envelope ID: 84B9A0C3-31F8-48F5-A0DE-E2C4CC2E4E48

Flock Safety + TX - Prosper PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
James Allen
james.allen@flocksafety.com
(972) 561-6737

flock safety

Docusign Envelope ID: 84B9A0C3-31F8-48F5-A0DE-E2C4CC2E4E48

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	TX - Prosper PD	Initial Term:	12 Months
Legal Entity Name:	TX - Prosper PD	Renewal Term:	24 Months
Accounts Payable Email:	kmann@prospertx.gov	Payment Terms:	Net 30
Address:	101 S Main St Prosper, Texas 75078	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$85,173.00**
Flock Safety Platform Add Ons			
Flock Safety Platform - FreeForm Add-On	Included	1	Included
Flock Nova - OSINT Data	Included	1	Included
Flock Nova - Customer Data	Included	1	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$85,173.00
Annual Recurring Subtotal:	$85,173.00
Estimated Tax:	$0.00
Contract Total:	$85,173.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Special Terms:

• Hardware not to be installed before October 15th, 2025. OMNIA Contract #R250203

Docusign Envelope ID: 84B9A0C3-31F8-48F5-A0DE-E2C4CC2E4E48

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	$85,173.00
Annual Recurring after Year 1	$85,173.00
Contract Total	$85,173.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$0.00
Flock Safety Add-ons	$3,827.00
Flock Safety Professional Services	$0.00

Docusign Envelope ID: 84B9A0C3-31F8-48F5-A0DE-E2C4CC2E4E48

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Flock Nova - OSINT Data	Flock Nova data integration and intelligence platform subscription. Includes access to open source intelligence (OSINT) and shared inter-agency data.
Flock Nova - Customer Data	Flock Nova data integration and intelligence platform subscription, enabling data centralization from agency computer-aided dispatch (CAD), record management system (RMS), digital evidence management system (DEMS), and shared inter-agency networks.

FlockOS Features & Description

FlockOS Features	Description

Docusign Envelope ID: 84B9A0C3-31F8-48F5-A0DE-E2C4CC2E4E48

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: TX - Prosper PD**	
By:	Signed by: 1024FAF1F68A40F...	By:	
Name:	Dan Haley	Name:	
Title:	Chief Legal Officer	Title:	
Date:	9/4/2025	Date:	
		PO Number:	

Docusign Envelope ID: 4F3A93FE-0901-4234-BB78-68C8CEC59CDA

Flock Safety + TX - Prosper PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
James Allen
james.allen@flocksafety.com
(972) 561-6737

flock safety

Docusign Envelope ID: 4F3A93FE-0901-4234-BB78-68C8CEC59CDA

ORDER FORM

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This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	TX - Prosper PD	Initial Term:	12 Months
Legal Entity Name:	TX - Prosper PD	Renewal Term:	36 Months
Accounts Payable Email:	kmann@prospertx.gov	Payment Terms:	Net 30
Address:	101 S Main St Prosper, Texas 75078	Billing Frequency:	Annual Plan - Invoiced at First Camera Validation.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$111,969.00**
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	19	Included
Flock Safety Video Products			
Solar Video Camera PTZ, fka Condor	Included	12	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	$342.13	19	$6,500.47
Professional Services - Existing Infrastructure Implementation Fee	$143.55	12	$1,722.60
		Subtotal Year 1:	$120,192.07
		Annual Recurring Subtotal:	$111,969.00
		Discounts:	$7,898.48
		Estimated Tax:	$0.00
		Contract Total:	$120,192.07

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*
The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

Docusign Envelope ID: 4F3A93FE-0901-4234-BB78-68C8CEC59CDA

Special Terms:
• OMNIA Contract #R250203

Docusign Envelope ID: 4F3A93FE-0901-4234-BB78-68C8CEC59CDA

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	$120,192.07
Annual Recurring after Year 1	$111,969.00
Contract Total	$120,192.07

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	$5,031.00
Flock Safety Add-ons	$0.00
Flock Safety Professional Services	$5,926.93

Docusign Envelope ID: 4F3A93FE-0901-4234-BB78-68C8CEC59CDA

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Solar Video Camera PTZ, fka Condor	Solar-powered PTZ camera with dual lenses.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

Docusign Envelope ID: 4F3A93FE-0901-4234-BB78-68C8CEC59CDA

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: TX - Prosper PD**	
By:	Signed by: 1024FAF1F68A40F...	By:	
Name:	Dan Haley	Name:	
Title:	Chief Legal Officer	Title:	
Date:	9/4/2025	Date:	
		PO Number:	

Flock Safety

Flock Safety exists to eliminate crime and keep your community safe. Our holistic public safety platform is comprehensive and intelligent – that means you have the actionable evidence you need to solve, deter and reduce crime across neighborhoods, schools, businesses and entire cities.

Click Your Industry

Education | Government

Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government

- **Weapons and Threat Detection Equipment, Services, and Other Solutions**
  Region 4 ESC - TX | R250203

VIEW CONTRACT DOCUMENTATION

CONTACT US

Hi! Have a question? I'm here to help.

Flock Safety Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Weapons and Threat Detection Equipment, Services, and Other Solutions

Region 4 ESC - TX
Contract Number: R250203

Initial Term: April 1, 2025 through March 31, 2028
Renewal Options: Option to renew for two (2) additional one-year periods through March 31, 2030

The anticipated full term of the contract is five (5) years. The Successful Offeror(s) shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any local agreements, project agreements, or maintenance agreements executed against resulting Master Agreement(s) during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by the Successful Offeror(s) and Participating Public Agencies.

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Update 1
- Contract Update 2
- Contract Update 3

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Questions and Answers

- Proof of Publication
- RFP Receipt List

5001 Aspen Grove Drive
Franklin, TN 37067
info@omniapartners.com
(866) 875-3299

TOWN OF PROSPER
A Place Where Everyone Matters

PUBLIC WORKS

To: **Mayor and Town Council**

From: **Carrie Jones, Director of Public Works**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Purchase of Water Meters**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon approving the purchase of water meters from Core & Main in the amount of $927,550; and authorize the Town Manager to execute documents for the same.

Description of Agenda Item:
As part of the FY2025 budget process, Public Works began an annual water meter replacement program. The water system currently has approximately 14,000 water meters with approximately 25% of the meters being over 10 years old. Staff began the replacement program in the Spring of 2025. To date, 2,215 meters have been replaced; however, there are still 2,385 meters (1,735 1" meters and 650 5/8" meters) that are over 10 years old.

In addition to the meter replacement program, this purchase will also account for replacements of meters for routine work orders and new meter sets for residential and commercial buildings. The Town continues to exclusively maintain Neptune water meters to ensure pairing and interaction of the MTU to the meter and the transmission of the reading from the meter to the utility billing system.

This purchase falls within the definition of a procurement that is available from only one source (Chapter 252 of the Local Government Code) and is exempt from competitive bidding requirements. Core & Main is the sole source provider of Neptune water meters.

Budget Impact:
The total amount will be charged to 70050520-52400 (Meter Purchases).

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Core & Main Quote
2. Sole Source Letter

Town Staff Recommendation:

Town Staff recommend that the Town Council approve the purchase of water meters from Core & Main in the amount of $927,550; and authorize the Town Manager to execute documents for the same.

Proposed Motion:

I move to approve the purchase of water meters from Core & Main in the amount of $927,550; and authorize the Town Manager to execute documents for the same.

Bid Proposal for Prosper meter quote

CUSTOMER

TOWN OF PROSPER
601 W FIFTH ST
PROSPER, TX 75078

Job
Prosper meter quote
prosper , TX
Bid Date: 09/09/2025 03:00 pm
Bid #: 4439013

CONTACT

Sales Representative
Rudolph James
(M) 469-601-2737
(T) 817-595-0580
Rudolph.James@coreandmain.com

Core & Main
4650 Hwy 377
Krugerville, TX 76227
(T) 9403659117

NOTES

DRAFT

Bid Proposal for Prosper meter quote

TOWN OF PROSPER
Job Location: prosper , TX
Bid Date: 09/09/2025 03:00 pm
Core & Main Bid #: 4439013

Core & Main
4650 Hwy 377
Krugerville, TX 76227
Phone: 9403659117
Fax: 9403659240

Seq#	Qty	Description	Units	Price	Ext Price
10	650	5/8X3/4 MACH10 EU1B1G1B1ASA50	EA	212.00	137,800.00
20	2500	1"MACH10 EU1FG1B1SA50	EA	297.00	742,500.00
30	50	2X10MACH10 EU2F1G1SA50	EA	945.00	47,250.00
				Sub Total	**927,550.00**
				Tax	0.00
				Total	**927,550.00**

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/terms-of-sale/

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

DRAFT

NEPTUNE
TECHNOLOGY GROUP

September 6, 2024

To Whom It May Concern:

I am writing this letter to confirm that Core and Main is the sole authorized distributor for Neptune Technology Group in the State of Texas.

Core and Main handles our full line of Neptune Meters, Radio Frequency Meter Reading Systems, and parts. Their local salesperson for the Dallas / Fort Worth Metro area is John Thompson and he can be reached at (940) 391-3900.

If you have any question or need anything else, please give me a call at (281) 794-3133. We appreciate your business.

Sincerely,



Charlie Trimble
Senior Territory Manager

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

Internal Use Only

TOWN OF PROSPER
A Place Where Everyone Matters

PUBLIC WORKS

To: **Mayor and Town Council**

From: **Carrie Jones, Director of Public Works**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Wopac Contract FY26 Expenditure Approval**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

---

Agenda Item:
Consider and act upon approving a renewal for an existing Contract for Services with Wopac Construction, Inc. as the primary vendor and Cam-Crete Contracting, Inc., as the secondary vendor, for Miscellaneous Concrete Replacement Services in an amount not to exceed $600,000 for FY 2025-2026.

Description of Agenda Item:
The Public Works Department identifies repairs to concrete streets, alleys and sidewalks on a regular basis for ongoing maintenance. To repair multiple locations in a timely manner, an annual concrete replacement contract provides Staff a vendor to perform the repairs. The Town developed specifications and solicited bids to establish an estimated amount of $600,000.00 in concrete repairs throughout FY25-26.

On August 29, 2024, Staff opened nine (9) bids for Bid No. 2024-26-A, Miscellaneous Concrete Replacement Services. Based on unit prices bid, Wopac was the lowest bidder and Cam-Crete Construction was the second lowest bidder. On September 24, 2024, Council approved the award of a contract to Wopac Construction, Inc. as the primary vendor and Cam-Crete Contracting, Inc., as the secondary vendor. The original contract was set for one year with an optional four one-year renewals. The first year of the contract has expired and the first one-year renewal agreement has been completed.

Budget Impact:
The Town will only pay for actual installed quantities. Staff estimate the expenditures for these services in FY25-26 at $600,000.00. This funding for this contract will be out of 15050010-56120 (Contracted Services).

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:

1. Wopac Construction, Inc. – Original Contract
2. Wopac Construction, Inc. – Renewal Letter
3. Cam-Crete Contracting, Inc. – Original Contract
4. Cam-Crete Contracting, Inc. – Renewal Letter

Town Staff Recommendation:

Town Staff recommend that the Town Council approve a renewal for an existing Contract for Services with Wopac Construction, Inc. as the primary vendor and Cam-Crete Contracting, Inc., as the secondary vendor, for Miscellaneous Concrete Replacement Services in an amount not to exceed $600,000 for FY 2025-2026

Proposed Motion:

I move to approve a renewal for an existing Contract for Services with Wopac Construction, Inc. as the primary vendor and Cam-Crete Contracting, Inc., as the secondary vendor, for Miscellaneous Concrete Replacement Services in an amount not to exceed $600,000 for FY 2025-2026.

TOWN OF PROSPER
CONTRACT FOR SERVICES (PRIMARY VENDOR)
BID NO. 2024-26-A

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **Wopac Construction, Inc.,** ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Concrete Repair Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.

3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.

4. **CONTRACT PERIOD.** The contract period is for one year (1) from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.

5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.

6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.

7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.

8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN.** Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

11. **INDEMNIFICATION.** As specified in Exhibit A.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

    The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

    The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

    The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

    Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.

20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.

22. **"ANTI-ISRAEL BOYCOTT" PROVISION.** In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott

Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

23. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

24. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

25. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.

26. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

27. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Town of Prosper
Attn: Jay Carter, Purchasing Manager
P.O. Box 307
Prosper, TX 75078
jcarter@prospertx.gov

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Wopac Construction, Inc.
Adam Leach
PO Box 819
Prosper, TX 75078
adamleachwopac@aol.com

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

29. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

WOPAC CONSTRUCTION, INC.

By: _____
Adam Leach
President

Date: 9-11-24

TOWN OF PROSPER, TEXAS

By: _____
Mario Canizares
Town Manager

Date: 9/26/2024

TOWN OF PROSPER

2024-26-A

Miscellaneous Concrete Repair Services

Issue Date: 8/11/2024
Questions Deadline: 8/22/2024 12:00 PM (CT)
Response Deadline: 8/29/2024 02:00 PM (CT)

Contact Information

Contact: Jay Carter Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcarter@prospertx.gov

Event Information

Number:	2024-26-A
Title:	Miscellaneous Concrete Repair Services
Type:	Request for Bids
Issue Date:	8/11/2024
Question Deadline:	8/22/2024 12:00 PM (CT)
Response Deadline:	8/29/2024 02:00 PM (CT)
Notes:	

The Town of Prosper is soliciting bids to establish an annual fixed price contract for miscellaneous concrete replacement services, to be performed within the Town of Prosper as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one year, with four optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsive responsible bidder meeting specifications. It is the Town's intent to award a primary and, potentially, a secondary vendor. The estimated annual expenditure for this service is $600,000.00. Orders will be placed on an as needed basis only, as determined by the Town.

The bids are due on August 29, 2024, by 2:00PM and must be submitted through Ionwave. Responses will be read at 3:00PM and can be attended at the following link:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Join the meeting now

Meeting ID: 288 926 938 820

Passcode: NZYpXD

Ship To Information

Contact: Jay Carter, Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcarter@prospertx.gov

Billing Information

Contact: Accounts Payable
Address: Finance
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1017
Email: ap@prospertx.gov

Bid Attachments

Insurance Requirements for Construction Services R7-25-19.pdf Download

Insurance Requirements for Construction Services

Standard Terms and Conditions for Procurements V 9-11-23.pdf Download

Standard Terms and Conditions for Procurements V 9-11-23

References Worksheet - fillable.pdf Download

References Worksheet

Conflict of Interest Questionnaire 1-1-2021.pdf Download

Conflict of Interest Questionnaire 1-1-2021

2024-26-A Bid Specifications.pdf Download

2024-26-A Bid Specifications

Requested Attachments

References Worksheet
(Attachment required)

Proof of Insurance Coverage
(Attachment required)

Per Section III of the specifications

Bid Attributes

1 **Terms and Conditions Acknowledgement**

I have read, understand and agree to all terms and conditions contained in this solicitation.

☐ I Agree
(Required: Check if applicable)

2 **Certification**

By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

☐ I Agree
(Required: Check if applicable)

3 **Addendum No. 1**

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper).

☐ I Agree
(Optional: Check if applicable)

4 **Addendum No. 2**

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).

☐ I Agree
(Optional: Check if applicable)

5 **Addendum No. 3**

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

☐ I Agree

(Optional: Check if applicable)

Bid Lines

1 Remove 6-inch to 8-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 6 INCHES TO 8 INCHES) AND BASE MATERIAL

(Response required)

Quantity: 1200 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

2 Remove 10-inch to 12-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 10 INCHES TO 12 INCHES) AND BASE MATERIAL

(Response required)

Quantity: 400 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

3 Install 6-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)

(Response required)

Quantity: 500 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

4 Install 8-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)

(Response required)

Quantity: 800 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

5 Install 10-inch to 12-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)
(Response required)
Quantity: 300 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

6 Install 6-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI
(Response required)
Quantity: 100 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

7 Install 8-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI
(Response required)
Quantity: 100 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

8 Install 10-inch to 12-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI
(Response required)
Quantity: 100 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

9 Furnish and Install Compacted Recycle Concrete Flexbase for Base Repair - FURNISH AND INSTALL COMPACTED RECYCLED CONCRETE FLEXBASE FOR BASE REPAIR
(Response required)
Quantity: 800 UOM: CY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

10 Remove and Replace 4-inch to 5-inch Concrete Sidewalk (3,500 PSI) - REMOVAL AND REPLACEMENT OF EXISTING 4-5 INCH REINFORCED CONCRETE SIDEWALK (3,500 PSI)

(Response required)

Quantity: 600 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

11 Install 4-inch to 5-inch new concrete sidewalk (3,500 PSI) - FURNISH AND INSTALL NEW 4-5 INCH REINFORCED CONCRETE SIDEWALK (3500 PSI)

(Response required)

Quantity: 250 UOM: SY Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

12 Traffic Control - FURNISH, INSTALL, AND MAINTAIN CONSTRUCTION BARRICADING AND WARNING SIGNS, INCLUDING FLASHING ARROW BOARDS AND TRAFFIC CONTROL PLAN, IF NEEDED

(Response required)

Quantity: 1 UOM: LS Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

13 Remove and Replace junction box or grate inlet (typically 3-foot x 3-foot) - REMOVAL, DISPOSAL AND RECONSTRUCTION OF A REINFORCED CONCRETE INLET BOX (VARIOUS SIZE)

(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

14 Removal, disposal and reconstruction of existing reinforced concrete inlet throat - REMOVAL, DISPOSAL AND RECONSTRUCTION OF EXISTING REINFORCED CONCRETE INLET THROAT (VARIOUS SIZE)

(Response required)

Quantity: 2 UOM: EA Unit Price: $ Total: $

Supplier Notes:

☐ No bid

☐ Additional notes *(Attach separate sheet)*

15 Furnish, install and maintain sod grass
(Response required)
Quantity: 350 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

16 Remove and replace existing 6-inch reinforced concrete drive approach (4,000 PSI)
(Response required)
Quantity: 100 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

17 Install 5-inch to 6-inch stamped patterned median pavement and street pavement. Color to be applied to surface of wet concrete; color and stamped pattern to match existing and approved by Town Representative.
(Response required)
Quantity: 250 UOM: SY Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

18 Furnish, install and remove reinforced concrete barrier free ramps
(Response required)
Quantity: 4 UOM: EA Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

19 Buyer Set Price - MISCELLANEOUS ITEM FOR EXTRA WORK, PER APPROVED INVOICE
(Response required)
Quantity: 1 UOM: EA Unit Price: $ Total: $
Supplier Notes:
☐ No bid
☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

2024-26-A Addendum 1
Wopac Construction Inc.
Supplier Response

Event Information

Number: 2024-26-A Addendum 1
Title: Miscellaneous Concrete Repair Services
Type: Request for Bids
Issue Date: 8/11/2024
Deadline: 8/29/2024 02:00 PM (CT)
Notes: The Town of Prosper is soliciting bids to establish an annual fixed price contract for miscellaneous concrete replacement services, to be performed within the Town of Prosper as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one year, with four optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsive responsible bidder meeting specifications. It is the Town's intent to award a primary and, potentially, a secondary vendor. The estimated annual expenditure for this service is $600,000.00. Orders will be placed on an as needed basis only, as determined by the Town.

The bids are due on August 29, 2024, by 2:00PM and must be submitted through Ionwave. Responses will be read at 3:00PM and can be attended at the following link:

Microsoft Teams meeting
Join on your computer, mobile app or room device
Join the meeting now

Meeting ID: 288 926 938 820
Passcode: NZYpXD

Contact Information

Contact: Jay Carter Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcarter@prospertx.gov

Wopac Construction Inc. Information

Contact: Adam Leach
Address: P.O. Box 819
Prosper, TX 75078
Phone: (972) 562-8316
Fax: (903) 433-2123
Email: adamleachwopac@aol.com
Web Address: wopacconst.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Adam Leach
Signature

adamleachwopac@aol.com
Email

Submitted at 8/28/2024 10:17:42 AM (CT)

Requested Attachments

References Worksheet

Reference Work Sheet for Town of Prosper - 2024.pdf

Proof of Insurance Coverage

Per Section III of the specifications

Insurance Cert for Town of Propser 2024.pdf

Bid Attributes

1 Terms and Conditions Acknowledgement

I have read, understand and agree to all terms and conditions contained in this solicitation.

☑ I Agree

2 Certification

By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided.

☑ I Agree

3 Addendum No. 1

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper).

☑ I Agree

4 Addendum No. 2

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper).

☑ I Agree

5 Addendum No. 3

By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper).

☑ I Agree

Bid Lines

1	Remove 6-inch to 8-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 6 INCHES TO 8 INCHES) AND BASE MATERIAL	Quantity: 1200	UOM: SY	Unit Price: $35.00	Total: $42,000.00
2	Remove 10-inch to 12-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 10 INCHES TO 12 INCHES) AND BASE MATERIAL	Quantity: 400	UOM: SY	Unit Price: $38.00	Total: $15,200.00
3	Install 6-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: 500	UOM: SY	Unit Price: $82.00	Total: $41,000.00
4	Install 8-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: 800	UOM: SY	Unit Price: $95.00	Total: $76,000.00
5	Install 10-inch to 12-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: 300	UOM: SY	Unit Price: $110.00	Total: $33,000.00
6	Install 6-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: 100	UOM: SY	Unit Price: $82.00	Total: $8,200.00
7	Install 8-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: 100	UOM: SY	Unit Price: $104.00	Total: $10,400.00
8	Install 10-inch to 12-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: 100	UOM: SY	Unit Price: $119.00	Total: $11,900.00
9	Furnish and Install Compacted Recycle Concrete Flexbase for Base Repair - FURNISH AND INSTALL COMPACTED RECYCLED CONCRETE FLEXBASE FOR BASE REPAIR	Quantity: 800	UOM: CY	Unit Price: $55.00	Total: $44,000.00
10	Remove and Replace 4-inch to 5-inch Concrete Sidewalk (3,500 PSI) - REMOVAL AND REPLACEMENT OF EXISTING 4-5 INCH REINFORCED CONCRETE SIDEWALK (3,500 PSI)	Quantity: 600	UOM: SY	Unit Price: $112.50	Total: $67,500.00

11	Install 4-inch to 5-inch new concrete sidewalk (3,500 PSI) - FURNISH AND INSTALL NEW 4-5 INCH REINFORCED CONCRETE SIDEWALK (3500 PSI)	Quantity: 250	UOM: SY	Unit Price: $81.00	Total: $20,250.00
12	Traffic Control - FURNISH, INSTALL, AND MAINTAIN CONSTRUCTION BARRICADING AND WARNING SIGNS, INCLUDING FLASHING ARROW BOARDS AND TRAFFIC CONTROL PLAN, IF NEEDED	Quantity: 1	UOM: LS	Unit Price: $3,500.00	Total: $3,500.00
13	Remove and Replace junction box or grate inlet (typically 3-foot x 3-foot) - REMOVAL, DISPOSAL AND RECONSTRUCTION OF A REINFORCED CONCRETE INLET BOX (VARIOUS SIZE)	Quantity: 2	UOM: EA	Unit Price: $5,100.00	Total: $10,200.00
14	Removal, disposal and reconstruction of existing reinforced concrete inlet throat - REMOVAL, DISPOSAL AND RECONSTRUCTION OF EXISTING REINFORCED CONCRETE INLET THROAT (VARIOUS SIZE)	Quantity: 2	UOM: EA	Unit Price: $2,500.00	Total: $5,000.00
15	Furnish, install and maintain sod grass	Quantity: 350	UOM: SY	Unit Price: $14.00	Total: $4,900.00
16	Remove and replace existing 6-inch reinforced concrete drive approach (4,000 PSI)	Quantity: 100	UOM: SY	Unit Price: $120.00	Total: $12,000.00
17	Install 5-inch to 6-inch stamped patterned median pavement and street pavement. Color to be applied to surface of wet concrete; color and stamped pattern to match existing and approved by Town Representative.	Quantity: 250	UOM: SY	Unit Price: $119.00	Total: $29,750.00
18	Furnish, install and remove reinforced concrete barrier free ramps	Quantity: 4	UOM: EA	Unit Price: $3,400.00	Total: $13,600.00
19	Buyer Set Price - MISCELLANEOUS ITEM FOR EXTRA WORK, PER APPROVED INVOICE	Quantity: 1	UOM: EA	Unit Price: $25,000.00	Total: $25,000.00

Response Total: $473,400.00

TOWN OF PROSPER
A Place Where Everyone Matters

July 10, 2025

Wopac Construction Inc.
Attn: Adam Leach
P.O. Box 819
Prosper, Texas 75078

RE:	Contract 2024-26-A Miscellaneous Concrete Replacement Services
Renewal:	1 of 4
Renewal Period:	September 26, 2025 - September 25, 2026

Dear Mr. Leach,

The Town of Prosper would like to renew the above-mentioned Contract for the first one (1) year renewal period. It is understood that all terms and conditions of the Contract will be held firm during the renewal period.

Please indicate your acceptance of this renewal by signing this letter where indicated and returning it at your earliest convenience. You may return via email to jcarter@prospertx.gov.

Thank you for your service to the Town. We look forward to a continued successful business relationship with your firm.

Best regards,

Jay Carter
Purchasing Manager

Renewal Acknowledgement

Date: 7-11-25

Signature: _____

Print: ADAM LEACH

TOWN OF PROSPER
CONTRACT FOR SERVICES (SECONDARY VENDOR)
BID NO. 2024-26-B

This Contract is made by the **Town of Prosper, Texas**, a municipal corporation ("Town") and **Cam-crete Contracting, Inc.,** ("Contractor"). The Town and Contractor agree:

1. **EMPLOYMENT OF THE CONTRACTOR.** The Town agrees to retain the Contractor, and the Contractor agrees to provide services relative to: Miscellaneous Concrete Repair Services (hereinafter referred to as "Services") in connection with the terms and conditions as set forth in Exhibit A, attached hereto and incorporated by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in Exhibit A. Deviations from the scope of work may be authorized from time to time by the Town in writing.

3. **SCHEDULE OF WORK.** The Contractor agrees to begin work upon receipt of written authorization from the Town. Time is of the essence for this Contract and work is to commence immediately.

4. **CONTRACT PERIOD.** The contract period is for one year from date of award of contract. All pricing is to remain firm during the contract period. The contract is renewable for up to four (4) additional one-year terms on an annual basis, if written notice of the intent to renew is provided to either party not less than sixty (60) days prior to the termination date.

5. **COMPENSATION.** Contractor's total compensation for services to be performed and expenses to be incurred is specified in Exhibit B.

6. **PAYMENTS.** Payments will be processed on a monthly basis with payment available within thirty (30) days after receipt of the invoice for the previous month's service or as set forth in Exhibit A.

7. **INVOICING.** Invoices should be prepared and submitted to the Town for payment in accordance with Exhibit A. Invoices should be mailed to Town of Prosper, Accounts Payable, P.O. Box 307, Prosper, TX 75078, or emailed to ap@prospertx.gov.

8. **RIGHTS OF WITHHOLDING.** The Town may withhold any payment or partial payment otherwise due the Contractor on account of unsatisfactory performance by the Contractor. The amount to be withheld will be calculated based on the work not performed and the impact to the Town. Any payment or partial payment that may be withheld for unsatisfactory performance can be used to remedy the lack of performance and will not be paid to the Contractor.

9. **INFORMATION PROVIDED BY THE TOWN**. Although every effort has been or will be made to furnish accurate information, the Town does not guarantee the accuracy of information it furnishes to Contractor.

10. **INSURANCE.** The Contractor shall provide proof that it has obtained and will continue to maintain throughout the duration of the Contract the insurance requirements set forth in Exhibit A. Failure to maintain the required insurance may result in immediate termination of the Contract.

11. **INDEMNIFICATION.** As specified in Exhibit A.

12. **TRANSFER OF INTEREST.** Neither Town nor Contractor may assign or transfer its interests in the Contract without the written consent of the other party. Such consent shall not be unreasonably withheld. This Contract is binding on Town, Contractor, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Town officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Town may deem necessary, the Contractor shall make available to the Town for examination all of its records with respect to all matters covered by the Contract and will permit the Town to audit, examine and make copies, excerpts, or transcripts from such records. The Town may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to the Contract.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

    The Contractor agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

    The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Contract so that such provisions will be binding upon each subcontractor, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

    The Contractor shall keep records and submit reports concerning the racial and ethnic origin(s) of applicants employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** Town may terminate this Contract upon sixty (60) days' written notice to Contractor, except in the event (i) Contractor is in breach of this Contract or (ii) Contractor fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, Town shall notify Contractor and Contractor shall be given two (2) days to cure such breach or failure to comply. Should Contractor fail to cure to the satisfaction of the Town, Town may terminate this Contract upon written notice.

    Furthermore, the Town retains the right to terminate this Contract at the expiration of each Town budget period (September 30) during the term of this Contract, even without prior notice as described in the preceding sentence.

In the event of any termination hereunder, Contractor consents to Town's selection of another Contractor to assist the Town in any way in completing the Services. Contractor further agrees to cooperate and provide any information requested by Town in connection with the completion of the Services.

Contractor shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that Contractor shall receive a portion of fees and expenses permitted under this Contract in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Town of any remedies against Contractor that may be available under applicable law.

16. **CONTRACTOR'S REPRESENTATIONS.** Contractor hereby represents to Town that Contractor is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required.

17. **TOWN APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to Contractor for additional work without the Town's written approval before such work begins.

18. **PERFORMANCE BY CONTRACTOR.** All Services provided by the Contractor hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and Contractor shall be responsible for all Services provided hereunder whether such services are provided directly by Contractor or by any subcontractors hired by Contractor. The Contractor shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. Contractor shall not utilize subcontractors to perform Services without the Town's prior written consent.

19. **DAMAGE.** In all instances where Town property and/or equipment is damaged by the Contractor's employees, a full report of the facts, extent of the damage and estimated impact on the Contractor's schedule shall be submitted to the Town by 8 a.m. of the following Town business day after the incident. If damage may result in further damages to the Town or loss of Town property, the Contractor must notify Police Dispatch immediately. The Contractor shall be fully liable for all damage to Town property or equipment caused by the Contractor's officers, employees or agents.

20. **TOWN OBJECTION TO PERSONNEL.** If at any time after entering into this Contract, Town has any reasonable objection to any of Contractor's personnel, or any personnel retained by Contractor, then Contractor shall promptly propose substitutes to whom the Town has no reasonable objection, and the Contractor's compensation shall be equitably adjusted to reflect any difference in the Contractor's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The contractor warrants and covenants to the Town that all Services will be performed in compliance with all applicable federal, state, county and Town laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Town's representative are followed.

22. **"ANTI-ISRAEL BOYCOTT" PROVISION**. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott

Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Contract on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

23. **IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** If § 2252.153 of the Texas Government Code is applicable to this Contract, by signing below Contractor does hereby represent, verify and warrant that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under § 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a "foreign terrorist organization" as defined in § 2252.151 of the Texas Government Code.

24. **PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES PROVISION.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Contractor is not on a list maintained by the State Comptroller's Office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

25. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Contract, and such disagreement cannot be resolved by the Town and the Contractor, the Town and Contractor agree to submit such disagreement to non-binding mediation.

26. **ENTIRE CONTRACT.** This instrument together with Exhibit A attached hereto contains the entire Contract between the Town and Contractor concerning the Services. There will be no understandings or contracts other than those incorporated herein. The Contract may not be modified except by an instrument in writing signed by the parties hereto. In the event of a conflict between an attachment to this Contract and this Contract, this Contract shall control.

27. **MAILING ADDRESSES.** All notices and communications concerning this Contract to be mailed or delivered to the Town shall be sent to the address of the Town as follow, unless and until the Contractor is otherwise notified:

Town of Prosper
Attn: Jay Carter, Purchasing Manager
P.O. Box 307
Prosper, TX 75078
jcarter@prospertx.gov

All notices and communications under this Contract to be mailed or delivered to the Contractor shall be sent to the address listed below until the Town is otherwise notified:

Cam-crete Contracting, Inc
Attn: Beatrice Camarillo
1118 Cashew Drive
Venus, TX 76084
beatrice@cam-crete.net

Any notices and communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand delivered.

28. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in the Contract for any reason is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been included.

29. **GOVERNING LAW.** The validity of this Contract and any of its terms or provisions as well as the rights and duties hereunder, shall be governed by and construed in accordance with Texas law. Venue for this Contract shall be located in Collin County, Texas.

30. **COUNTERPARTS.** The Contract may be signed in counterparts, each of which shall be deemed to be an original.

31. **EFFECTIVE DATE.** This Contract shall be effective once it is signed by the Town and Contractor.

AGREED TO BY:

CAM-CRETE CONTRACTING, INC.

By:_____
Beatrice Camarillo
Owner

Date: 9/13/24

TOWN OF PROSPER, TEXAS

By:_____
Mario Canizares
Town Manager

Date: 9/26/2024

TOWN OF PROSPER

2024-26-A

Miscellaneous Concrete Repair Services

Issue Date: 8/11/2024
Questions Deadline: 8/22/2024 12:00 PM (CT)
Response Deadline: 8/29/2024 02:00 PM (CT)

Contact Information

Contact: Jay Carter Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcarter@prospertx.gov

Event Information

Number: 2024-26-A
Title: Miscellaneous Concrete Repair Services
Type: Request for Bids
Issue Date: 8/11/2024
Question Deadline: 8/22/2024 12:00 PM (CT)
Response Deadline: 8/29/2024 02:00 PM (CT)
Notes:

The Town of Prosper is soliciting bids to establish an annual fixed price contract for miscellaneous concrete replacement services, to be performed within the Town of Prosper as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one year, with four optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsive responsible bidder meeting specifications. It is the Town's intent to award a primary and, potentially, a secondary vendor. The estimated annual expenditure for this service is $600,000.00. Orders will be placed on an as needed basis only, as determined by the Town.

The bids are due on August 29, 2024, by 2:00PM and must be submitted through Ionwave. Responses will be read at 3:00PM and can be attended at the following link:

Microsoft Teams meeting

Join on your computer, mobile app or room device

Join the meeting now

Meeting ID: 288 926 938 820

Passcode: NZYpXD

Ship To Information

Contact: Jay Carter, Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcarter@prospertx.gov

Billing Information

Contact: Accounts Payable
Address: Finance
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1017
Email: ap@prospertx.gov

Bid Attachments

Insurance Requirements for Construction Services R7-25-19.pdf Download

Insurance Requirements for Construction Services

Standard Terms and Conditions for Procurements V 9-11-23.pdf Download

Standard Terms and Conditions for Procurements V 9-11-23

References Worksheet - fillable.pdf Download

References Worksheet

Conflict of Interest Questionnaire 1-1-2021.pdf Download

Conflict of Interest Questionnaire 1-1-2021

2024-26-A Bid Specifications.pdf Download

2024-26-A Bid Specifications

Requested Attachments

References Worksheet
(Attachment required)

Proof of Insurance Coverage
(Attachment required)

Per Section III of the specifications

Bid Attributes

1	**Terms and Conditions Acknowledgement** I have read, understand and agree to all terms and conditions contained in this solicitation. ☐ I Agree *(Required: Check if applicable)*
2	**Certification** By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided. ☐ I Agree *(Required: Check if applicable)*
3	**Addendum No. 1** By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper). ☐ I Agree *(Optional: Check if applicable)*
4	**Addendum No. 2** By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper). ☐ I Agree *(Optional: Check if applicable)*

5	**Addendum No. 3** By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper). ☐ I Agree *(Optional: Check if applicable)*

Bid Lines

1 Remove 6-inch to 8-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 6 INCHES TO 8 INCHES) AND BASE MATERIAL
(Response required)

Quantity: 1200 UOM: SY Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

2 Remove 10-inch to 12-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 10 INCHES TO 12 INCHES) AND BASE MATERIAL
(Response required)

Quantity: 400 UOM: SY Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

3 Install 6-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)
(Response required)

Quantity: 500 UOM: SY Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

4 Install 8-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)
(Response required)

Quantity: 800 UOM: SY Unit Price: $ Total: $

Supplier Notes: _____

☐ No bid

☐ Additional notes *(Attach separate sheet)*

5 Install 10-inch to 12-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)
(Response required)

Quantity: 300 UOM: SY Unit Price: $ Total: $

Supplier Notes: ☐ No bid

☐ Additional notes *(Attach separate sheet)*

6 Install 6-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI
(Response required)

Quantity: 100 UOM: SY Unit Price: $ Total: $

Supplier Notes: ☐ No bid

☐ Additional notes *(Attach separate sheet)*

7 Install 8-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI
(Response required)

Quantity: 100 UOM: SY Unit Price: $ Total: $

Supplier Notes: ☐ No bid

☐ Additional notes *(Attach separate sheet)*

8 Install 10-inch to 12-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI
(Response required)

Quantity: 100 UOM: SY Unit Price: $ Total: $

Supplier Notes: ☐ No bid

☐ Additional notes *(Attach separate sheet)*

9 Furnish and Install Compacted Recycle Concrete Flexbase for Base Repair - FURNISH AND INSTALL COMPACTED RECYCLED CONCRETE FLEXBASE FOR BASE REPAIR
(Response required)

Quantity: 800 UOM: CY Unit Price: $ Total: $

Supplier Notes: ☐ No bid

☐ Additional notes *(Attach separate sheet)*

10 Remove and Replace 4-inch to 5-inch Concrete Sidewalk (3,500 PSI) - REMOVAL AND REPLACEMENT OF EXISTING 4-5 INCH REINFORCED CONCRETE SIDEWALK (3,500 PSI)
(Response required)
Quantity: 600 UOM: SY Unit Price: $ Total: $
Supplier Notes: ☐ No bid
☐ Additional notes *(Attach separate sheet)*

11 Install 4-inch to 5-inch new concrete sidewalk (3,500 PSI) - FURNISH AND INSTALL NEW 4-5 INCH REINFORCED CONCRETE SIDEWALK (3500 PSI)
(Response required)
Quantity: 250 UOM: SY Unit Price: $ Total: $
Supplier Notes: ☐ No bid
☐ Additional notes *(Attach separate sheet)*

12 Traffic Control - FURNISH, INSTALL, AND MAINTAIN CONSTRUCTION BARRICADING AND WARNING SIGNS, INCLUDING FLASHING ARROW BOARDS AND TRAFFIC CONTROL PLAN, IF NEEDED
(Response required)
Quantity: 1 UOM: LS Unit Price: $ Total: $
Supplier Notes: ☐ No bid
☐ Additional notes *(Attach separate sheet)*

13 Remove and Replace junction box or grate inlet (typically 3-foot x 3-foot) - REMOVAL, DISPOSAL AND RECONSTRUCTION OF A REINFORCED CONCRETE INLET BOX (VARIOUS SIZE)
(Response required)
Quantity: 2 UOM: EA Unit Price: $ Total: $
Supplier Notes: ☐ No bid
☐ Additional notes *(Attach separate sheet)*

14 Removal, disposal and reconstruction of existing reinforced concrete inlet throat - REMOVAL, DISPOSAL AND RECONSTRUCTION OF EXISTING REINFORCED CONCRETE INLET THROAT (VARIOUS SIZE)
(Response required)
Quantity: 2 UOM: EA Unit Price: $ Total: $
Supplier Notes: ☐ No bid
☐ Additional notes *(Attach separate sheet)*

15 Furnish, install and maintain sod grass
(Response required)
Quantity: 350 UOM: SY Unit Price: $ Total: $
Supplier Notes: ☐ No bid
☐ Additional notes *(Attach separate sheet)*

16 Remove and replace existing 6-inch reinforced concrete drive approach (4,000 PSI)
(Response required)
Quantity: 100 UOM: SY Unit Price: $ Total: $
Supplier Notes: ☐ No bid
☐ Additional notes *(Attach separate sheet)*

17 Install 5-inch to 6-inch stamped patterned median pavement and street pavement. Color to be applied to surface of wet concrete; color and stamped pattern to match existing and approved by Town Representative.
(Response required)
Quantity: 250 UOM: SY Unit Price: $ Total: $
Supplier Notes: ☐ No bid
☐ Additional notes *(Attach separate sheet)*

18 Furnish, install and remove reinforced concrete barrier free ramps
(Response required)
Quantity: 4 UOM: EA Unit Price: $ Total: $
Supplier Notes: ☐ No bid
☐ Additional notes *(Attach separate sheet)*

19 Buyer Set Price - MISCELLANEOUS ITEM FOR EXTRA WORK, PER APPROVED INVOICE
(Response required)
Quantity: 1 UOM: EA Unit Price: $ Total: $
Supplier Notes: ☐ No bid
☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name: CAM-CRETE CONTRACTING, INC.
Contact Name: BEATRICE CAMARILLO
Address: PO BOX 3312
CEDAR HILL TX 75106

Phone: 214-514-0671
Fax: N/A
Email: BEATRICE@CAM-CRETE.NET

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name: BEATRICE CAMARILLO

Signature

TOWN OF PROSPER

2024-26-A Addendum 1
CAM-CRETE CONTRACTING INC
Supplier Response

Event Information

Number: 2024-26-A Addendum 1
Title: Miscellaneous Concrete Repair Services
Type: Request for Bids
Issue Date: 8/11/2024
Deadline: 8/29/2024 02:00 PM (CT)
Notes: The Town of Prosper is soliciting bids to establish an annual fixed price contract for miscellaneous concrete replacement services, to be performed within the Town of Prosper as described in the following bid specifications. The successful vendor will be responsible for providing all equipment, materials and labor necessary to complete services. The successful vendor will enter into a contract with the Town, which will be effective for one year, with four optional one-year renewal periods. A sample contract is available for review in the Purchasing Office. The contract will be awarded to the lowest responsive responsible bidder meeting specifications. It is the Town's intent to award a primary and, potentially, a secondary vendor. The estimated annual expenditure for this service is $600,000.00. Orders will be placed on an as needed basis only, as determined by the Town.

The bids are due on August 29, 2024, by 2:00PM and must be submitted through Ionwave. Responses will be read at 3:00PM and can be attended at the following link:

Microsoft Teams meeting
Join on your computer, mobile app or room device
Join the meeting now

Meeting ID: 288 926 938 820
Passcode: NZYpXD

Contact Information

Contact: Jay Carter Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1018
Email: jcarter@prospertx.gov

CAM-CRETE CONTRACTING INC Information

Address: 1118 Cashew Dr
Venus, TX 76084
Phone: (214) 514-0671

By submitting your response, you certify that you are authorized to represent and bind your company.

BEATRICE CAMARILLO
Signature

beatrice@cam-crete.net
Email

Submitted at 8/28/2024 07:45:22 PM (CT)

Requested Attachments

References Worksheet — REFERENCES.pdf

Proof of Insurance Coverage — Town of Prosper.pdf

Per Section III of the specifications

Bid Attributes

1	**Terms and Conditions Acknowledgement** I have read, understand and agree to all terms and conditions contained in this solicitation. ☑ I Agree
2	**Certification** By checking this box, submitter hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this bid/proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, in accordance with the terms and conditions contained herein. Vendor agrees that acceptance of any or all items by the Town of Prosper, Texas, within the time frame indicated in this solicitation, constitutes a contract. The individual submitting this bid/proposal certifies that he/she is a legal agent of the company, authorized to submit on behalf of the company, and is legally responsible for the decisions as to the prices and supporting documentation provided. ☑ I Agree
3	**Addendum No. 1** By checking this box, vendor acknowledges receipt and understanding of Addendum No. 1 (if issued by the Town of Prosper). ☑ I Agree
4	**Addendum No. 2** By checking this box, vendor acknowledges receipt and understanding of Addendum No. 2 (if issued by the Town of Prosper). ☐ *I Agree*
5	**Addendum No. 3** By checking this box, vendor acknowledges receipt and understanding of Addendum No. 3 (if issued by the Town of Prosper). ☐ *I Agree*

Bid Lines

1	Remove 6-inch to 8-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 6 INCHES TO 8 INCHES) AND BASE MATERIAL	Quantity: 1200	UOM: SY	Unit Price:	$20.00	Total: $24,000.00
2	Remove 10-inch to 12-inch Reinforced Concrete Pavement - REMOVAL, DISPOSAL AND RECYCLING OF EXISTING REINFORCED CONCRETE STREET PAVEMENT (TYPICALLY 10 INCHES TO 12 INCHES) AND BASE MATERIAL	Quantity: 400	UOM: SY	Unit Price:	$30.00	Total: $12,000.00
3	Install 6-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: 500	UOM: SY	Unit Price:	$95.00	Total: $47,500.00
4	Install 8-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: 800	UOM: SY	Unit Price:	$115.00	Total: $92,000.00
5	Install 10-inch to 12-inch Reinforced Concrete Pavement (4,000 PSI) - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (4,000 PSI)	Quantity: 300	UOM: SY	Unit Price:	$145.00	Total: $43,500.00
6	Install 6-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 6 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: 100	UOM: SY	Unit Price:	$115.00	Total: $11,500.00
7	Install 8-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 8 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: 100	UOM: SY	Unit Price:	$130.00	Total: $13,000.00
8	Install 10-inch to 12-inch Reinforced Concrete Pavement (HES) 4,000 PSI - FURNISH AND INSTALL 10-12 INCH REINFORCED CONCRETE STREET PAVING (HES) 4,000 PSI	Quantity: 100	UOM: SY	Unit Price:	$155.00	Total: $15,500.00
9	Furnish and Install Compacted Recycle Concrete Flexbase for Base Repair - FURNISH AND INSTALL COMPACTED RECYCLED CONCRETE FLEXBASE FOR BASE REPAIR	Quantity: 800	UOM: CY	Unit Price:	$40.00	Total: $32,000.00
10	Remove and Replace 4-inch to 5-inch Concrete Sidewalk (3,500 PSI) - REMOVAL AND REPLACEMENT OF EXISTING 4-5 INCH REINFORCED CONCRETE SIDEWALK (3,500 PSI)	Quantity: 600	UOM: SY	Unit Price:	$90.00	Total: $54,000.00
11	Install 4-inch to 5-inch new concrete sidewalk (3,500 PSI) - FURNISH AND INSTALL NEW 4-5 INCH REINFORCED CONCRETE SIDEWALK (3500 PSI)	Quantity: 250	UOM: SY	Unit Price:	$90.00	Total: $22,500.00

12	Traffic Control - FURNISH, INSTALL, AND MAINTAIN CONSTRUCTION BARRICADING AND WARNING SIGNS, INCLUDING FLASHING ARROW BOARDS AND TRAFFIC CONTROL PLAN, IF NEEDED	Quantity: 1	UOM: LS	Unit Price: $5,000.00	Total:	$5,000.00
13	Remove and Replace junction box or grate inlet (typically 3-foot x 3-foot) - REMOVAL, DISPOSAL AND RECONSTRUCTION OF A REINFORCED CONCRETE INLET BOX (VARIOUS SIZE)	Quantity: 2	UOM: EA	Unit Price: $8,500.00	Total:	$17,000.00
14	Removal, disposal and reconstruction of existing reinforced concrete inlet throat - REMOVAL, DISPOSAL AND RECONSTRUCTION OF EXISTING REINFORCED CONCRETE INLET THROAT (VARIOUS SIZE)	Quantity: 2	UOM: EA	Unit Price: $3,500.00	Total:	$7,000.00
15	Furnish, install and maintain sod grass	Quantity: 350	UOM: SY	Unit Price: $15.00	Total:	$5,250.00
16	Remove and replace existing 6-inch reinforced concrete drive approach (4,000 PSI)	Quantity: 100	UOM: SY	Unit Price: $115.00	Total:	$11,500.00
17	Install 5-inch to 6-inch stamped patterned median pavement and street pavement. Color to be applied to surface of wet concrete; color and stamped pattern to match existing and approved by Town Representative.	Quantity: 250	UOM: SY	Unit Price: $225.00	Total:	$56,250.00
18	Furnish, install and remove reinforced concrete barrier free ramps	Quantity: 4	UOM: EA	Unit Price: $3,500.00	Total:	$14,000.00
19	Buyer Set Price - MISCELLANEOUS ITEM FOR EXTRA WORK, PER APPROVED INVOICE	Quantity: 1	UOM: EA	Unit Price: $25,000.00	Total:	$25,000.00

Response Total: $508,500.00

TOWN OF PROSPER
A Place Where Everyone Matters

July 10, 2025

Wopac Construction Inc.
Attn: Adam Leach
P.O. Box 819
Prosper, Texas 75078

RE:	Contract 2024-26-A Miscellaneous Concrete Replacement Services
Renewal:	1 of 4
Renewal Period:	September 26, 2025 - September 25, 2026

Dear Mr. Leach,

The Town of Prosper would like to renew the above-mentioned Contract for the first one (1) year renewal period. It is understood that all terms and conditions of the Contract will be held firm during the renewal period.

Please indicate your acceptance of this renewal by signing this letter where indicated and returning it at your earliest convenience. You may return via email to jcarter@prospertx.gov.

Thank you for your service to the Town. We look forward to a continued successful business relationship with your firm.

Best regards,

Jay Carter
Purchasing Manager

Renewal Acknowledgement

Date: 7-11-25

Signature: _____

Print: ADAM LEACH

TOWN OF PROSPER
A Place Where Everyone Matters

ENGINEERING SERVICES

To: **Mayor and Town Council**

From: **Hulon T. Webb, Jr., P.E., Director of Engineering Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Thoroughfare Impact Fees Reimbursement Agreement (Creekside)**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

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Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of a water line to serve the Creekside development.

Description of Agenda Item:
Shaddock-Creekside Prosper, LLC, is developing Creekside on the east side of Legacy Drive south of Frontier Parkway. In order to facilitate the development, they have agreed to connect to an existing 16" water line on Legacy Drive constructed by the Prosper Independent School District and extend a 12" water line to the northern limits of the development, as shown on Exhibit B in the agreement.

Since the proposed water line is depicted on the Town of Prosper Water System Capital Improvement Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of water impact fees collected by the development. The purpose of the Water Impact Fees Reimbursement Agreement is to outline the obligations of the Town of Prosper, and Shaddock-Creekside Prosper, LLC, related to the design, construction, credit and reimbursement of collected water impact fees to fund the project.

Budget Impact:
The estimated cost for the design and construction of the extension of approximately 1,448 feet of a 12" water line is $266,340. The current anticipated water impact fees owed by the Creekside development is $844,441. In the event that full reimbursement has not been made to Shaddock-Creekside Prosper, LLC, by the Town after the expiration of ten (10) years from the date of the Town's acceptance of the water line, the Town will reimburse Shaddock-Creekside Prosper, LLC, any shortfall.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. Shaddock-Creekside Prosper, LLC, will contribute up to $2,000 towards the legal preparation fees.

Attached Documents:

1. Town of Prosper Water System Capital Improvement Plan
2. Water Impact Fees Reimbursement Agreement

Town Staff Recommendation:

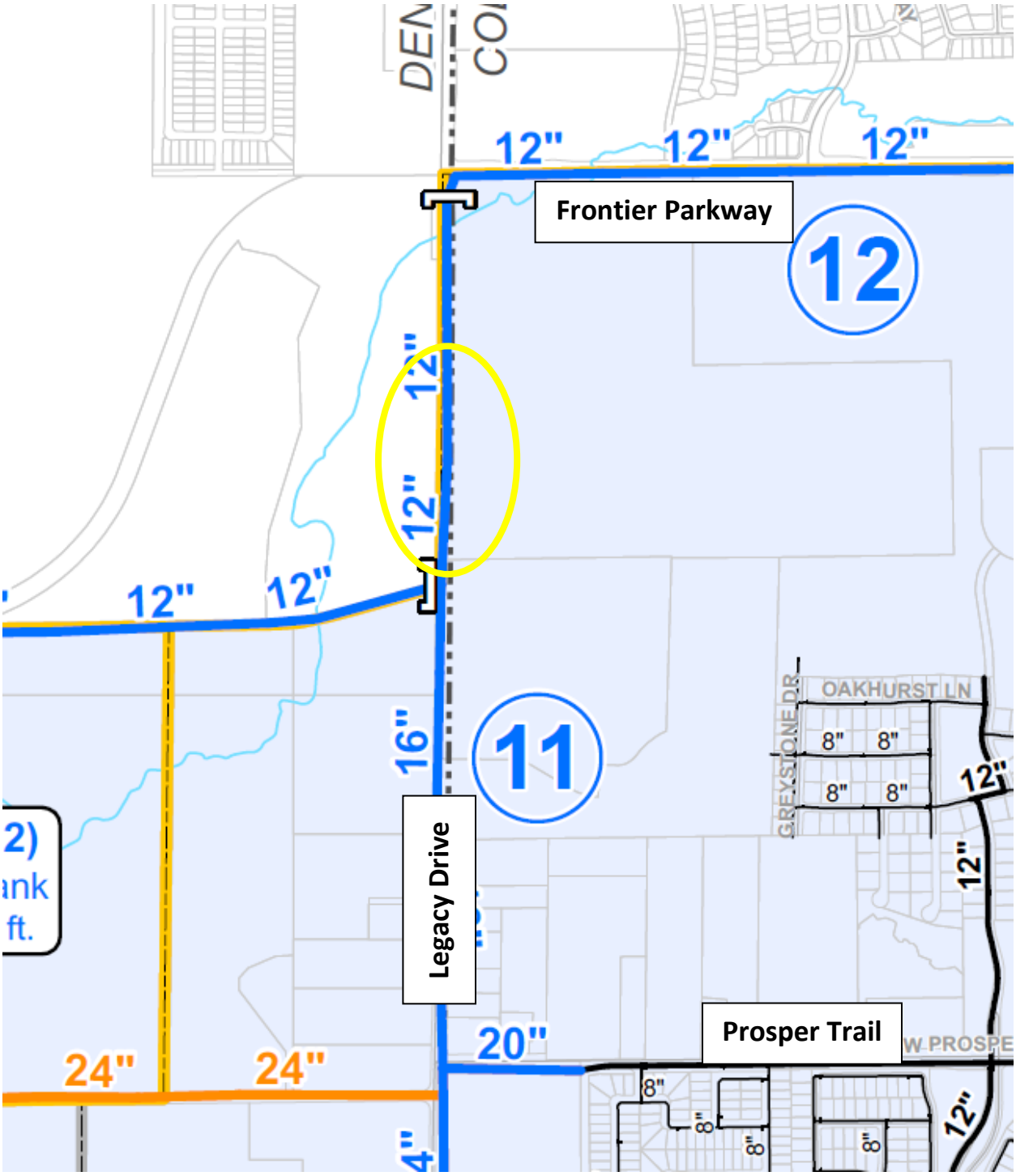
Town staff recommends that the Town Council authorize the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of a water line to serve the Creekside development.

Proposed Motion:

I move to authorize the Town Manager to execute a Water Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of a water line to serve the Creekside development.

Town of Prosper Water System Capital Improvement Plan

(Creekside)



WATER IMPACT FEES REIMBURSEMENT AGREEMENT (CREEKSIDE)

THIS WATER IMPACT FEES REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2025, by and between the **TOWN OF PROSPER, TEXAS** ("**Prosper**" or the "**Town**"), and **SHADDOCK-CREEKSIDE PROSPER, LLC,** a Texas limited liability company ("**Creeksid**e") referenced herein as "**Developer**," collectively referred to as the "**Parties**."

W I T N E S S E T H:

WHEREAS, Developer is developing the residential community in the Town known as Creekside, and

WHEREAS, the legal descriptions of the Creekside property ("**Property**") is attached hereto as Exhibit A; and

WHEREAS, pursuant to the Water and Wastewater Improvement Plan (the "**Master Water Plan**"), Developer desires, subject to the terms and conditions set forth herein, to construct certain Water Improvements (as defined in Paragraph 3(b), below) to serve the Property; and

WHEREAS, Developer desires to fulfill a portion of its obligation to pay Water Impact Fees (as defined in Paragraph 3(a), below) as prescribed in Article 10.02 of Chapter 10 of the Town's Code of Ordinances, as amended (the "**Impact Fee Ordinance**"); and

WHEREAS, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of water lines to and adjacent to the Property proceed uniformly.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

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

2. Easements.

(a) Within one hundred eighty (180) days of the Effective Date, Developer agrees to convey easements and right-of-way, free and clear of liens and encumbrances, by instrument acceptable to Town with the actual locations to be determined by Town upon completion of the final engineering (the "**Easement Parcels**"), which shall include permanent water easements. The final widths of the Easement Parcels will be determined upon completion of the final engineering, as approved by Town.

(b) The Parties shall cooperate with each other in obtaining from third parties any and all easements, including, but not limited to, permanent easements and temporary construction easements (the "**Third Party Water Improvement Easements**" and "**Third Party Temporary Construction Easements**," respectively) which are necessary or appropriate, as reasonably determined by Town, for timely construction, completion and dedication of the Water Improvements required herein as follows:

(i) Developer's Responsibilities. Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Water Improvements Easements and Third Party Temporary Construction Easements, including, but not limited to, title work, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioner's fees and costs of appeal, if any (the "**Easement Acquisition Fees**"). If requested by Town, Developer shall, at its sole cost and expense, lead all easement acquisition efforts for the Third Party Water Improvements Easements and Third Party Temporary Construction Easements, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Water Improvements Easements and Third Party Temporary Construction Easements as required herein. Developer shall pay any and all Easement Acquisition Fees within seven (7) calendar days of receiving a written request from Town for the same.

(ii) Town's Rights and Responsibilities. Town will, at Developer's sole cost and expense, provide, among any other assistance deemed necessary by Town, technical, engineering, legal and administrative assistance, as selected by Town, to acquire, by purchase or condemnation, the Third Party Water Improvements Easements and Third Party Temporary Construction Easements. Town shall review and approve any and all documents associated with the Third Party Water Improvements Easements and Third Party Temporary Construction Easements required herein. If Town determines, in its sole discretion, that condemnation proceedings are necessary to secure the Third Party Water Improvements Easements and Third Party Temporary Construction Easements, Town shall have the right to, at Developer's sole cost and expense, take any and all steps Town deems necessary to initiate said proceedings.

(c) The Third Party Water Improvements Easements and Third Party Temporary Construction Easements shall be filed and recorded prior to the commencement of construction of the Water Improvements or any portion thereof, unless a right of entry is secured, a condemnation award is tendered with the Registry of the Court and/or a right of possession by any other means is obtained on an earlier date, in which event Developer may commence construction prior to recording of the Third Party Water Improvements Easements and Third Party Temporary Construction Easements.

(d) If the Third Party Water Improvements Easements and Third Party Temporary Construction Easements are not obtained, or Town has not secured the right to possess, in a form acceptable to Town, the land to be subject to the Third Party Water Improvement Easements, within ninety (90) days after the execution hereof on terms acceptable to Town, then Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third Party Water Improvement

Easements as soon as reasonably possible. Notwithstanding anything to the contrary herein, Town may, in its sole discretion, initiate condemnation proceedings prior to the expiration of such ninety (90) days as provided in Paragraph 2(b)(ii), above.

3. Water Improvements.

(a) Subject to the provisions of this Paragraph 3 and this Agreement, the Property will be assessed Water Impact Fees at the rates then in effect pursuant to the Impact Fee Ordinance as it presently exists or may be subsequently amended (the "**Water Impact Fees**").

(b) Developer shall, at its sole cost and expense, except as provided in Paragraph 4, below, construct and install a: (i) twelve (12") water line along Legacy Drive from the southern limits to the northern limits of the Property. These improvements are depicted on the Master Water Plan and in the locations generally depicted on Exhibit B, attached hereto and incorporated herein for all purposes (collectively referred to herein as the "**Water Improvements**").

(c) Developer shall bid the construction of the Water Improvements as shown in the related construction plans set with three (3) qualified contractors and shall provide copies of the bids received for such items to Town within five (5) business days of Developer's receipt of same. Developer shall: (i) execute a contract for the construction of the Water Improvements with the lowest responsible bidder, as mutually and reasonably determined by Town and Developer; (ii) commence, or cause to be commenced, construction of the Water Improvements within the project development schedule following: (A) the execution of this Agreement and all of the Third Party Water Improvement Easements and Third Party Temporary Construction Easements; and (B) approval of the Water Improvements' engineering plans, specifications and designs by Town's Engineer, which approval shall not be unreasonably withheld or delayed; (iii) construct the Water Improvements in accordance with Town-approved engineering plans, specifications and designs; and (iv) complete the Water Improvements and obtain Town's acceptance of same prior to Town's final acceptance of the Water Improvements.

(d) Developer represents that the estimated Water Improvements construction costs are Two Hundred Sixty-Six Thousand, Three Hundred Forty and No/100 Dollars ($266,340.00), as more particularly described in Exhibit D, attached hereto and incorporated herein for all purposes (the "**Estimated Construction Costs**"). Developer acknowledges and agrees that Town is relying on Developer's engineer's representation and warranty that the Estimated Construction Costs are as described in Exhibit D. Prior to receiving any credit described in Paragraph 4 below, Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the Water Improvements construction costs (the "**Water Improvement Costs**") have been paid by Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town ("**Evidence of Payment(s)**").

4. Reimbursement from Water Impact Fees.

(a) Provided Developer completes the Water Improvements in accordance with this Agreement, Developer shall receive reimbursement of its Water Improvement Costs from the Water Impact Fees collected by Town related to service from the Water Improvements, subject to the terms of this Agreement.

(b) A depiction of the service areas for the Water Improvements is attached hereto as Exhibit C and made part hereof (the "**Water Service Areas**"). The Water Service Areas may be expanded from time to time and, upon such expansion, Exhibit C shall be amended accordingly.

(c) Water Impact Fees collected by Town related to service from the Water Improvements, as depicted in the Water Service Areas, are estimated to be $844,441 and shall be utilized to reimburse Developer until the entire amount due to Developer is paid in full.

(d) The reimbursement amount shall be an amount equal to the *actual* construction costs associated with the Water Improvements (the "**Water Costs Reimbursement**"). The phrase "construction costs" as used herein shall include design costs, construction costs, engineering costs, surveying costs and geotechnical materials testing associated with the Water Improvements.

(e) All Water Impact Fees collected by Town shall be paid by Town to Developer on a quarterly basis within thirty (30) days following each March 31, June 30, September 30, and December 31 until Developer has received the full amount of Water Costs Reimbursements, as it may be adjusted in accordance with this Agreement.

(f) **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TOWN SHALL NOT BE OBLIGATED TO PROVIDE THE PROPERTY WITH THE WATER COSTS REIMBURSEMENT FOR ANY CONSTRUCTION COSTS ASSOCIATED WITH THE WATER IMPROVEMENTS UNLESS AND UNTIL DEVELOPER PROVIDES THE EVIDENCE OF PAYMENT(S).**

(g) Developer and Town acknowledge and agree that: (i) the Water Impact Fees collected may be less than the Water Costs Reimbursements to which Developer is entitled and Town does not guarantee the amount of Water Impact Fees that will be collected; (ii) after a period of ten (10) years, any shortfall between the Water Impact Fees collected and the Water Costs Reimbursements shall be paid to Developer from Town; and (iii) Water Impact Fees owed on the Property shall be paid in accordance with the Impact Fee Ordinance.

5. **Assignment.** Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of Park Place, which party (or parties) shall have the option to construct any Water CIP Projects located in such portions. As to the sale of land by Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have

no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land. This Agreement shall not be filed of record.

6. **Default**.

(a) If Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days' written notice to comply from the Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 15-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, the Town shall have the following remedies, in addition to the Town's other rights and remedies:

(i) to refuse to issue building permits for the Property; and/or

(ii) to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or

(iii) to refuse, without notice and/or any other action, to issue and/or apply the reimbursements set forth in Paragraph 4; and/or

(iv) to construct and/or complete the Water Improvements and to recover any and all costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all attorneys' fees and costs associated therewith; and/or

(v) to seek specific enforcement of this Agreement.

(b) In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement as its sole and exclusive remedy.

7. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve any developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

8. **Covenant Running with Land.** This Agreement shall be a covenant running with the land and the Property and shall be binding upon Developer, its officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas.

9. **Limitations of Agreement**. The Parties hereto acknowledge that this Agreement is limited to the Water Impact Fees as described in the Impact Fee Ordinance. Town ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, sewer impact fees, park fees, tap fees, pro-rata fees and the like are

not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Town under any other ordinance, whether now existing or in the future arising.

10. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas.

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

If to Town, addressed to it at:
Town of Prosper
ATTN: Town Manager
P. O. Box 307
250 W. First Street
Prosper, Texas 75078
Telephone: (972) 346-2640

With a copy to:
Brown & Hofmeister, L.L.P.
ATTN: Terrence S. Welch, Esq.
740 E. Campbell Road, Suite 800
Richardson, TX 75081
Telephone: (214) 747-6104

If to Developer, addressed to it at:
SHADDOCK-CREEKSIDE PROSPER, LLC
ATTN: Will Shaddock
2400 Dallas Parkway, Suite 560
Plano, TX 75093
Telephone: (214) 405-6942

With a copy to:
Mier Law PLLC
ATTN: Brian C. Mier and Greg S. Roper
1700 Pacific, Suite 1840
Dallas, TX 75201
Email: bmier@mierlaw.com and gsproper@mierlwaw.com

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

13. **Sovereign Immunity**. The Parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, Town agrees that it has waived its sovereign immunity, and to that extent only.

14. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the effective date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

16. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

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

18. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

19. **Notification of Sale or Transfer.** Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

20. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

22. **Indemnification. FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL WORK WITH RESPECT TO A WATER CIP PROJECT IS COMPLETED AND ALL IMPROVEMENTS, AS CONTEMPLATED HEREIN, HAVE BEEN ACCEPTED BY THE TOWN, DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR ANY OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE WATER CIP PROJECTS CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER(S) IN PROVIDING SUCH DEFENSE.**

23. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to this Agreement. Developer shall retain Town-approved defense

counsel within seven (7) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

24. **Survival.** Paragraph 22, "Indemnification," shall survive the termination of this Agreement.

25. **Additional Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

26. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

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

28. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

29. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed $2,000 within ten (10) days upon receipt of an invoice of same from Prosper.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2025, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

_____
Notary Public, State of Texas

DEVELOPER:

SHADDOCK-CREEKSIDE PROSPER, LLC
a Texas limited liability company

By: _____
William Shaddock, Jr., Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared William Shaddock, Jr., Manager of **SHADDOCK-CREEKSIDE PROSPER, LLC**, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities.

Given under my hand and seal of office this 11 day of September, 2025.

SANDY MICK
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05/28/28
NOTARY ID 11973760

Sandy Mick
Notary public in and for the State of Texas
My commission expires: May 28, 2028

EXHIBIT A

Property Legal Description

WHEREAS, Shaddock Acquisitions, LLC is the owner of a 90.730-acre (3,952,213-square-foot) tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that certain tract of land described in Special Warranty Deed to Legacy Frontier, LLC recorded in Instrument No. 20150203000121210 of the Official Public Records of Collin County, Texas; said 90.730-acre-tract of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 5/8-inch iron rod with illegible cap found for the southeast corner of that called 1.436-acre tract of land described in Right-of-Way Dedication to the City of Celina recorded in Instrument No. 2008-9821 of said Official Records of Denton County, and at the intersection of the approximate centerline of Legacy Drive (a variable-width public right-of-way) and the south right-of-way line of Frontier Parkway (a variable-width public right-of-way); said point being the northwest corner of said Legacy Frontier tract, the northeast corner of that called 18.954-acre tract of land described in Right-of-Way Warranty Deed to City of Celina recorded in Instrument No. 2022-24205 of the Official Records of Denton County, Texas;

THENCE, South 00 degrees 30 minutes 57 seconds West, with the approximate centerline of said Legacy Drive, a west line of said Legacy Frontier tract, the east line of the said 18.954-acre City of Celina tract, and the east line of those certain tracts of land described in Special Warranty Deeds to Merritt/Thornton Farm Partnership, L.P. recorded in Instrument No. 99-096577, 99-096578, and 99-096579 of the Deed Records of Denton County, Texas, a distance of 189.17 feet to a 5/8-inch iron rod with "RPLS 5674" cap found; said point being a southwest corner of said Legacy Frontier tract, the northwest corner of that certain tract of land described in Right-of-Way Warranty Deed to the Town of Prosper recorded in 20100518000498080 of said Official Public Records of Collin County, and the northeast corner of that certain tract of land described in General Warranty Deed to Denton County, Texas recorded in Instrument No. 2010-62874 of said Official Records of Denton County;

THENCE, South 89 degrees 49 minutes 05 seconds East, departing the approximate centerline of said Legacy Drive and the said east line of Merritt/Thornton tract and with a south line of said Legacy Frontier tract and the north line of said Town of Prosper tract, a distance of 39.21 feet to a point; said point being an ell corner of said Legacy Frontier tract and the northeast corner of said Town of Prosper tract;

THENCE, South 00 degrees 10 minutes 55 seconds West, with a west line of said Legacy Frontier tract and the east line of said Town of Prosper tract, a distance of 320.00 feet to a 5/8-inch iron rod; said point being an ell corner of said Legacy Frontier tract and the southeast corner of said Town of Prosper tract;

THENCE, North 89 degrees 49 minutes 05 seconds West, with a north line of said Legacy Frontier tract and the south line of said Town of Prosper tract, a distance of 40.90 feet to a PK nail found in the said approximate centerline of Legacy Drive; said point being a northwest corner of said Legacy Frontier tract, the southwest corner of said Town of Prosper tract, the southeast corner of said Denton County tract, and a northeast corner of that called 26.822-acre tract described in Special Warranty Deed to Merritt Crossing Development LLC recorded in Instrument No. 2021-213963 of said Official Records of Denton County;

THENCE, South 00 degrees 29 minutes 02 seconds West, with the said approximate centerline of Legacy Drive, a west line of said Legacy Frontier tract, and an east line of said Merritt Crossing Development tract, a distance of 358.02 feet to a 5/8-inch iron rod with "BGE" cap set for corner at the POINT OF BEGINNING;

THENCE, North 89 degrees 17 minutes 48 seconds East, departing the said approximate centerline of Legacy Drive, the said east line of Merritt Crossing Development tract, and the said west line of Legacy Frontier tract and into and across said Legacy Frontier tract, a distance of 1,515.50 feet to a 5/8-inch iron rod with "BGE" cap set for corner in an east line of said Legacy Frontier tract and a west line of a called 99.522-acre tract of land described as Tract 1 in Special Warranty Deed to Toll Southwest LLC recorded in Instrument No. 2024000009613 of said Official Public Records of Collin County;

THENCE, South 00 degrees 00 minutes 38 seconds East, with the said east line of Legacy Frontier tract and the said west line of Tract 1, a distance of 288.74 feet to a 1/2-inch iron rod found for corner; said point being an interior corner of said Legacy Frontier tract and a southwest corner of said Tract 1;

THENCE, North 89 degrees 11 minutes 50 seconds East, with a north line of said Legacy Frontier tract and a south line of said Tract 1, a distance of 1,532.96 feet to a 1/2-inch iron rod with illegible cap found for corner; said point being a northeast corner of said Legacy Frontier tract and an interior corner of said Tract 1;

THENCE, South 01 degrees 14 minutes 54 seconds East, with an east line of said Legacy Frontier tract and a west line of said Tract 1, a distance of 1,151.46 feet to a 60D nail found for corner in the north line of a called 221.617-acre tract of land described in Special Warranty Deed to BGY Prosper 221 LLC in Instrument No. 20171121001544530 of said Official Public Records of Collin County; said point being the southeast corner of said Legacy Frontier tract and the southwest corner of said Tract 1;

THENCE, South 89 degrees 13 minutes 16 seconds West, with the south line of said Legacy Frontier tract and the said north line of BGY Prosper 221 tract, a distance of 1,063.46 feet to a 5/8-inch iron rod with "KHA" cap found for corner; said point being an angle point for said Legacy Frontier tract, the northwest corner of said BGY Prosper 221 tract, and the northeast corner of a called 37.554-acre tract of land described as Tract 2

in Special Warranty Deed to Toll Southwest LLC recorded in Instrument No. 2024000009613 of said Official Public Records of Collin County;

THENCE, South 89 degrees 44 minutes 50 seconds West, continuing with the south line of said Legacy Frontier tract and with the north line of said Tract 2 and the north line of that called 38.572-acre tract of land described in Special Warranty Deed to Prosper Independent School District recorded in Instrument No. 20200817001344070 of said Official Public Records of Collin County, at a distance of 645.55 feet passing a 1/2-inch iron rod found for the northwest corner of said Tract 2 and the northeast corner of said Prosper Independent School District tract and continuing for a total distance of 2,022.01 feet to a point for corner in the said approximate centerline of Legacy Drive and in the said east line of Merritt Crossing Development tract; said point being the southwest corner of said Legacy Frontier tract and the northwest corner of said Prosper Independent School District tract;

THENCE, North 00 degrees 29 minutes 02 seconds East, with the said approximate centerline of Legacy Drive, the west line of said Legacy Frontier tract, and the east line of said Merritt Crossing Development tract, a distance of 1,423.27 feet to the POINT OF BEGINNING and containing 90.730 acres or 3,952,213 square feet of land, more or less.

EXHIBIT B

Water Improvements

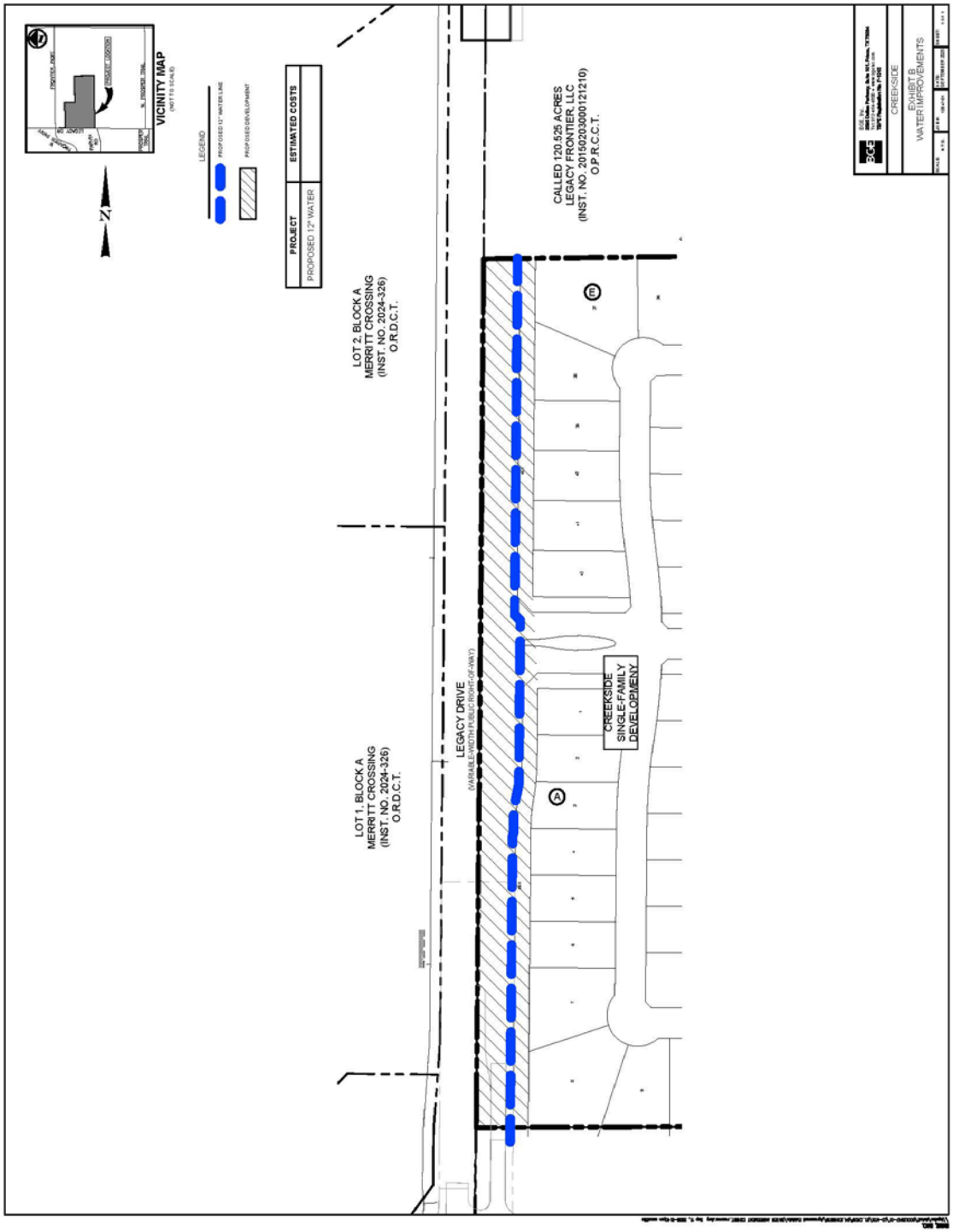


EXHIBIT C

Area of Reimbursement

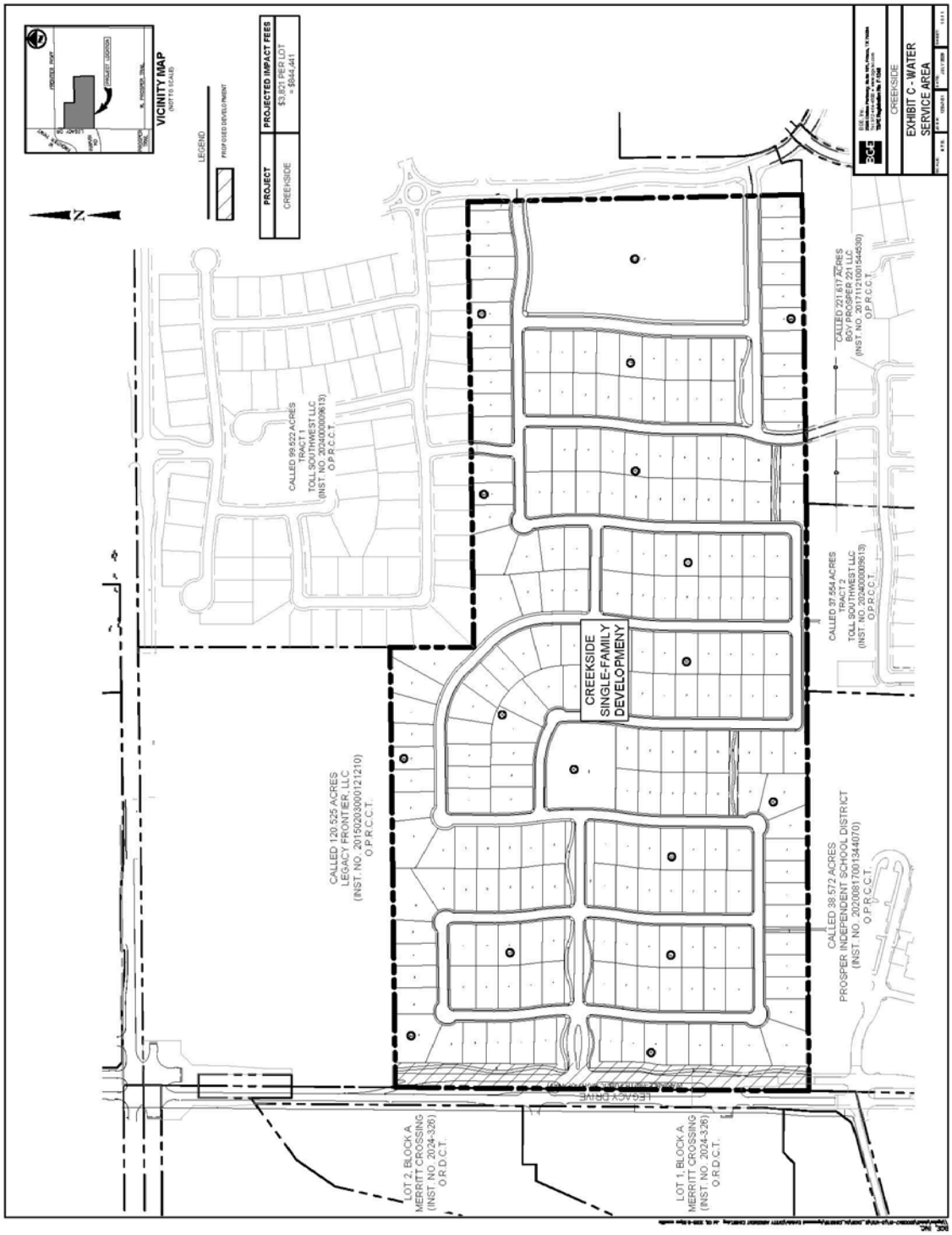


EXHIBIT D

Estimated Construction Costs

LEGACY DRIVE - 12" WATER LINE

Prosper, Denton, Texas

Prepared: 07/30/25

Opinion of Probable Cost Summary

CATEGORY	By Category
WATER LINE	$192,302
CONSTRUCTION SUB-TOTALS	*$192,302*
PROFESSIONAL FEES	$45,193
OVERALL CONTINGENCY 15%	$28,845
TOTAL	**$266,340**

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

WATER	UNIT	QTY (±#)	UNIT COST ($)	TOTAL ($)
12" P.V.C. WATERLINE (DR 18 C900)	LF	1,448	$ 95.00	$ 137,560.00
12" GATE VALVE & BOX	EA	5	$ 4,500.00	$ 22,500.00
FIRE HYDRANT ASSEMBLY	EA	2	$ 9,000.00	$ 18,000.00
CONNECT TO EXISTING WATER LINE	EA	1	$ 7,500.00	$ 7,500.00
12" PLUG	EA	1	$ 950.00	$ 950.00
TRENCH SAFETY	LF	1,448	$ 1.00	$ 1,448.00
TESTING (EXCLUDING GEOTECH)	LF	1,448	$ 3.00	$ 4,344.00
TOTAL				**$ 192,302.00**

PROFESSIONAL FEES				TOTAL ($)
ENGINEERING & SURVEY	%	$ 192,302	15.0%	$ 28,846
GEOTECHNICAL & MATERIAL TESTING	%	$ 192,302	5.0%	$ 9,616
CONSTRUCTION MANAGEMENT	%	$ 192,302	3.5%	$ 6,731
TOTAL				**45,193**

TOWN OF PROSPER
A Place Where Everyone Matters

ENGINEERING SERVICES

To: **Mayor and Town Council**

From: **Hulon T. Webb, Jr., P.E., Director of Engineering Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Thoroughfare Impact Fees Reimbursement Agreement (Creekside)**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure

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Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of Legacy Drive to serve the Creekside development.

Description of Agenda Item:
Shaddock-Creekside Prosper, LLC, is developing Creekside on the east side of Legacy Drive south of Frontier Parkway. In order to facilitate the development, they have agreed to construct two (2) lanes of Legacy Drive from the southern limits to the northern limit of the development, as shown on Exhibit B in the agreement. The southern limits will connect to the Legacy Drive improvements that will be constructed in conjunction with the Prosper Independent School District's Middle School that is currently under construction.

Since the proposed thoroughfare is depicted on the Town of Prosper Thoroughfare Plan, the actual costs for the design and construction of the improvements are eligible for reimbursement of thoroughfare impact fees collected by the development. The purpose of the Thoroughfare Impact Fees Reimbursement Agreement is to outline the obligations of the Town of Prosper, and Shaddock-Creekside Prosper, LLC, related to the design, construction, credit and reimbursement of collected thoroughfare impact fees to fund the project.

Budget Impact:
The estimated cost for the design and construction of the extension of approximately 1,448 feet of two (2) lanes of Legacy Drive is $1,479,149. The current anticipated thoroughfare impact fees owed by the Creekside development is $1,337,713. In the event that full reimbursement has not been made to Shaddock-Creekside Prosper, LLC, by the Town after the expiration of ten (10) years from the date of the Town's acceptance of the thoroughfare, the Town will reimburse Shaddock-Creekside Prosper, LLC, any shortfall.

Legal Obligations and Review:

Terrence Welch of Brown & Hofmeister, L.L.P., has reviewed the agreement as to form and legality. Shaddock-Creekside Prosper, LLC, will contribute up to $2,000 towards the legal preparation fees.

Attached Documents:

1. Town of Prosper Thoroughfare Plan
2. Thoroughfare Impact Fees Reimbursement Agreement

Town Staff Recommendation:

Town staff recommends that the Town Council authorize the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of Legacy Drive to serve the Creekside development.

Proposed Motion:

I move to authorize the Town Manager to execute a Thoroughfare Impact Fees Reimbursement Agreement between Shaddock-Creekside Prosper, LLC, and the Town of Prosper, Texas, related to the construction of Legacy Drive to serve the Creekside development.

Town of Prosper Thoroughfare Plan

(Creekside)



THOROUGHFARE IMPACT FEES REIMBURSEMENT AGREEMENT (CREEKSIDE)

THIS THOROUGHFARE IMPACT FEES REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2025, by and between the **TOWN OF PROSPER, TEXAS** ("**Prosper**" or the "**Town**"), and **SHADDOCK-CREEKSIDE PROSPER, LLC,** a Texas limited liability company ("**Creeksid**e") referenced herein as "**Developer**," collectively referred to as the "**Parties**."

W I T N E S S E T H:

WHEREAS, Developer is developing the residential community in the Town known as Creekside, and

WHEREAS, the legal descriptions of the Creekside property ("**Property**") is attached hereto as Exhibit A; and

WHEREAS, the Town and Developer wish to address the construction of improvements to certain roadways as well as payment of associated costs thereof, related to the Property; and

WHEREAS, the Town has adopted a Thoroughfare Capital Improvements Plan ("**Roadway CIP**") as part of its impact fee ordinance, contained in Article 10.02 of Chapter 10 of the Town's Code of Ordinances, as amended, all of which was adopted pursuant to the authority contained in Chapter 395 of the Texas Local Government Code, as amended; and

WHEREAS, in an effort to facilitate the construction of roadways serving the Property, the Parties have agreed to the terms and provisions of this Agreement; and

WHEREAS, this Agreement clearly is in the best interests of the Town and Developer and it is deemed mutually beneficial to each that the construction of roadways to and adjacent to the Property proceed uniformly.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. **Thoroughfare Impact Fees and Roadway CIP Projects.**

(a) Subject to the provisions of this Paragraph 1 and this Agreement, the Property will be assessed thoroughfare impact fees at the rates then in effect pursuant to the Impact Fee Ordinance as it presently exists or may be subsequently amended (the "**Thoroughfare Impact Fees**").

(b) Developer shall, at its sole cost and expense, except as provided in Paragraph 3, below, construct and install the paving and drainage improvements for the

eastern lanes of Legacy Drive from the southern limits to the northern limits of the Property. These improvements are depicted on the Master Thoroughfare Plan and in the locations generally depicted on Exhibit B, attached hereto and incorporated herein for all purposes (collectively referred to herein as the "**Thoroughfare Improvements**").

(c) Developer shall bid the construction of the Thoroughfare Improvements as shown in the related construction plans set with at least three (3) qualified contractors and shall provide copies of the bids received for such items to Town within five (5) business days of Developer's receipt of same. Developer shall: (i) execute a contract for the construction of the Thoroughfare Improvements with the lowest responsible bidder, as mutually and reasonably determined by Town and Developer; (ii) commence, or cause to be commenced, construction of the Thoroughfare Improvements within the project development schedule following: (A) the execution of this Agreement and all of the Third Party Thoroughfare Improvement Easements and Third Party Temporary Construction Easements; and (B) approval of the Thoroughfare Improvements' engineering plans, specifications and designs by Town's Engineer, which approval shall not be unreasonably withheld or delayed; (iii) construct the Thoroughfare Improvements in accordance with Town-approved engineering plans, specifications and designs; and (iv) complete the Thoroughfare Improvements and obtain Town's acceptance of same prior to Town's final acceptance of the Thoroughfare Improvements.

(d) Developer represents that the estimated Thoroughfare Improvements construction costs are One Million, Four Hundred -Seventy Nine Thousand, One Hundred Forty-Nine and No/100 Dollars ($1,479,149.00), as more particularly described in Exhibit D, attached hereto and incorporated herein for all purposes (the "**Estimated Construction Costs**"). Developer acknowledges and agrees that Town is relying on Developer's engineer's representation and warranty that the Estimated Construction Costs are as described in Exhibit D. Prior to receiving any reimbursement described in Paragraph 4 below, Developer shall tender to Town evidence, in a form(s) reasonably acceptable to Town, that all of the Thoroughfare Improvements construction costs (the "**Thoroughfare Improvement Costs**") have been paid by Developer, including but not limited to, Affidavits of Payment/Affidavits as to Debts and Liens and any other evidence reasonably required by Town ("**Evidence of Payment(s)**").

(e) The Parties acknowledge that Developer shall construct certain roadway and related improvements, as described in Exhibit D, the cost of which do not exceed the municipal participation limit referenced in Section 212.072(b)(2) of the Texas Local Government Code, as amended.

2. **Third Party Roadway Project Rights-of-Way.**

(a) The Parties shall cooperate with each other in obtaining from third parties any and all rights-of-way ("**Third Party Roadway Project Rights-of-Way**") for any Roadway CIP Project depicted in Exhibit B.

(b) Developer shall be responsible for any and all costs and expenses associated with acquiring, by purchase or condemnation, all Third Party Roadway Project

Rights-of-Way, including, but not limited to, purchase cost, title examination, appraisals, expert fees, attorneys' fees and expenses, engineering fees and expenses, surveying fees and expenses, court costs, commissioners' fees and costs of appeal, if any ("**Right-of-Way Acquisition Fees**"). If requested by the Town, Developer shall, at its sole cost and expense (but subject to credit, as described below), lead all right-of-way acquisition efforts for the Third Party Roadway Project Rights-of-Way, including, but not limited to, providing all necessary engineering and surveying support required to obtain the Third Party Roadway Project Rights-of-Way as required for the Roadway CIP Projects. Developer shall pay any and all Right-of-Way Acquisition Fees within twenty-one (21) calendar days of receiving a written request and supporting invoice from the Town for the same.

(c) The Town will, at Developer's sole cost and expense (but subject to credit, as described below), provide, among any other assistance deemed reasonably necessary by the Town, technical, engineering, legal and administrative assistance, as selected by the Town, to acquire, by purchase or condemnation, the Third Party Roadway Project Rights-of-Way. The Town shall review and approve any and all documents associated with the Third Party Roadway Project Rights-of-Way required herein. If the Town determines, in its reasonable discretion, that condemnation proceedings are necessary to secure the Third Party Roadway Project Rights-of-Way, the Town shall have the right to, at Developer's sole cost and expense (but subject to credit, as described below), take any and all steps the Town deems necessary to initiate said proceedings.

(d) The Third Party Roadway Project Rights-of-Way shall be filed and recorded prior to the commencement of construction of any Roadway CIP Project or any portion thereof, unless a Right of Entry is secured, or a condemnation award is tendered with the registry of the court and/or a right of possession by any other means is obtained on an earlier date.

(e) If the Third Party Roadway Project Rights-of-Way are not obtained, or the Town has not secured the right to possess, in a form reasonably acceptable to the Town, the land made the subject of the Third Party Roadway Project Rights-of-Way, within ninety (90) days after the Effective Date on terms acceptable to the Town, then the Town shall commence, and thereafter diligently pursue to completion, condemnation proceedings to obtain such Third Party Roadway Project Rights-of-Way as soon as reasonably possible. Notwithstanding anything to the contrary herein, the Town and Developer agree that the Town may initiate condemnation proceedings prior to the expiration of the ninety (90) days referred to in this Paragraph.

3. **Reimbursement of Project Costs from Thoroughfare Impact Fees.**

(a) Provided Developer completes the Thoroughfare Improvements in accordance with this Agreement, Developer shall receive reimbursement of its Thoroughfare Improvement Costs from the Thoroughfare Impact Fees collected by Town

related to service from the Thoroughfare Improvements, subject to the terms of this Agreement.

(b) A depiction of the service areas for the Thoroughfare Improvements is attached hereto as Exhibit C and made part hereof (the "**Area of Reimbursement**"). The Area of Reimbursement may be expanded from time to time and, upon such expansion, Exhibit C shall be amended accordingly.

(c) Thoroughfare Impact Fees collected by Town related to service from the Thoroughfare Improvements, as depicted in the Area of Reimbursement, are estimated to be $1,337,713 and shall be utilized to reimburse Developer until the entire amount due to Developer is paid in full.

(d) The reimbursement amount shall be an amount equal to the *actual* construction costs associated with the Thoroughfare Improvements (the "**Thoroughfare Costs Reimbursement**"). The phrase "construction costs" as used herein shall include design costs, construction costs, engineering costs, surveying costs and geotechnical materials testing associated with the Thoroughfare Improvements.

(e) All Thoroughfare Impact Fees collected by Town and available after the Existing Agreement obligation is met shall be paid by Town to Developer on a quarterly basis within thirty (30) days following each March 31, June 30, September 30, and December 31 until Developer has received the full amount of Thoroughfare Costs Reimbursements, as it may be adjusted in accordance with this Agreement.

(f) **NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TOWN SHALL NOT BE OBLIGATED TO PROVIDE THE PROPERTY WITH THE THOROUGHFARE COSTS REIMBURSEMENT FOR ANY CONSTRUCTION COSTS ASSOCIATED WITH THE THOROUGHFARE IMPROVEMENTS UNLESS AND UNTIL DEVELOPER PROVIDES THE EVIDENCE OF PAYMENT(S).**

(g) Developer and Town acknowledge and agree that: (i) the Thoroughfare Impact Fees collected may be less than the Thoroughfare Costs Reimbursements to which Developer is entitled and Town does not guarantee the amount of Thoroughfare Impact Fees that will be collected; (ii) after a period of ten (10) years, any shortfall between the Thoroughfare Impact Fees collected and the Thoroughfare Costs Reimbursements shall be paid to Developer from Town; and (iii) Thoroughfare Impact Fees owed on the Property shall be paid in accordance with the Impact Fee Ordinance.

4. **Assignment.** Developer shall have the right to assign this Agreement, in whole or in part, only to one or more parties purchasing undeveloped portions of the Property, which party (or parties) shall have the option to construct any Roadway CIP Projects located in such portions. As to the sale of land by Developer to any party to whom this Agreement has not been assigned, in whole or in part, the purchaser thereof shall have no rights or obligations under this Agreement and this Agreement shall not apply with respect to such land. This Agreement shall not be filed of record.

5. **Default**.

(a) If Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days' written notice to comply from the Town or such longer period as may be reasonably necessary provided that Developer commences to cure the default or breach within the 15-day period and proceeds with reasonable diligence thereafter to complete such cure, then so long as such default continues and is not cured, the Town shall have the following remedies, in addition to the Town's other rights and remedies:

(i) to refuse to issue building permits for the Property; and/or

(ii) to refuse to accept any portion of any public improvements on the Property and/or associated with the development of the Property; and/or

(iii) to refuse, without notice and/or any other action, to issue and/or apply the reimbursements set forth in Paragraph 4; and/or

(iv) to construct and/or complete the Thoroughfare Improvements and to recover any and all costs and expenses associated with the construction and/or completion of same, including, but not limited to, any and all attorneys' fees and costs associated therewith; and/or

(v) to seek specific enforcement of this Agreement.

(b) In the event Town fails to comply with the terms and conditions of this Agreement, Developer may seek specific enforcement of this Agreement as its sole and exclusive remedy.

6. **Other Applicable Development Ordinances.** Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve any developer from responsibilities for the construction of other public improvements under applicable development ordinances of the Town.

7. **Covenant Running with Land.** This Agreement shall be a covenant running with the land and the Property and shall be binding upon Developer, its officers, directors, partners, employees, representatives, agents, successors, assignees, vendors, grantees and/or trustees. In addition, the Parties shall cause this Agreement to be filed in the Real Property Records of Denton County, Texas.

8. **Limitations of Agreement**. The Parties hereto acknowledge that this Agreement is limited to the Thoroughfare Impact Fees as described in the Impact Fee Ordinance. Town ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, sewer impact fees, park fees, tap fees, pro-rata fees and the like are not affected by this Agreement. Further, this Agreement does not waive or limit any of the obligations of Developer to Town under any other ordinance, whether now existing or in the future arising.

9. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Denton County, Texas.

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

If to Town, addressed to it at:
Town of Prosper
ATTN: Town Manager
P. O. Box 307
250 W. First Street
Prosper, Texas 75078
Telephone: (972) 346-2640

With a copy to:
Brown & Hofmeister, L.L.P.
ATTN: Terrence S. Welch, Esq.
740 E. Campbell Road, Suite 800
Richardson, TX 75081
Telephone: (214) 747-6104

If to Developer, addressed to it at:
SHADDOCK-CREEKSIDE PROSPER, LLC
ATTN: Will Shaddock
2400 Dallas Parkway, Suite 560
Plano, TX 75093
Telephone: (214) 405-6942

With a copy to:
Mier Law PLLC
ATTN: Brian C. Mier and Greg S. Roper
1700 Pacific, Suite 1840
Dallas, TX 75201
Email: bmier@mierlaw.com and gsroper@mierlaw.com

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

12. **Sovereign Immunity**. The Parties agree that Town has not waived its sovereign immunity by entering into and performing its obligations under this Agreement; however, for purposes of enforcement of this Agreement, Town agrees that it has waived its sovereign immunity, and to that extent only.

13. **Effect of Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the effective date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

15. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

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

17. **Savings/Severability.** Invalidation of any one of the provisions of this document by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

18. **Notification of Sale or Transfer.** Developer shall notify the Town in writing of a sale or transfer of all or any portion of the Property where Developer plans to assign all or a portion of this Agreement, as contemplated herein, within ten (10) business days of such sale or transfer.

19. **Authority to Execute.** The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. This Agreement is and shall be binding upon the Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

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

21. **Indemnification. FROM THE EFFECTIVE DATE OF THIS AGREEMENT TO THE DATE ON WHICH ALL WORK WITH RESPECT TO A ROADWAY CIP PROJECT IS COMPLETED AND ALL IMPROVEMENTS, AS CONTEMPLATED HEREIN, HAVE BEEN ACCEPTED BY THE TOWN, DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN AND ITS ELECTED AND APPOINTED OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE) LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER, ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR ANY OTHER THIRD PARTIES FOR WHOM SUCH DEVELOPER IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE ROADWAY CIP PROJECTS CONTEMPLATED HEREIN (HEREINAFTER "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND THE TOWN AGAINST ALL SUCH CLAIMS ARISING UNDER THIS AGREEMENT, AND THE TOWN IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER(S) IN PROVIDING SUCH DEFENSE.**

22. **Approval of Counsel.** In its reasonable discretion, the Town shall have the right to approve counsel to be retained by Developer in fulfilling its obligation hereunder to defend and indemnify the Town. The Town reserves the right to provide a portion or all of its' own defense, at its sole cost; however, the Town is under no obligation to do so. Any such action by the Town is not to be construed as a waiver of Developer's obligation to defend the Town or as a waiver of Developer's obligation to indemnify the Town pursuant to this Agreement. Developer shall retain Town-approved defense

counsel within seven (7) business days of the Town's written notice that the Town is invoking its right to indemnification under this Agreement.

23. **Survival.** Paragraph 21, "Indemnification," shall survive the termination of this Agreement.

24. **Additional Representations.** Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had the opportunity to confer with its counsel.

25. **Miscellaneous Drafting Provisions.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

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

27. **Rough Proportionality.** Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

28. **Attorney's Fees.** Developer agrees to pay, or cause to be paid, to Prosper any attorney's fees charged to Prosper by Prosper's legal counsel for, among other things, legal review and revision of this Agreement and all further agreements, ordinances or resolutions contemplated by this Agreement, negotiations and discussions with Developer's attorney and the provision of advice to applicable Prosper Town Staff and the Prosper Town Council, in an amount not to exceed $2,000 within ten (10) days upon receipt of an invoice of same from Prosper.

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ____ day of _____, 2025, by Mario Canizares, Town Manager for the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

_____
Notary Public, State of Texas

DEVELOPER:

SHADDOCK-CREEKSIDE PROSPER, LLC
a Texas limited liability company

By: _____
William Shaddock, Jr., Manager

STATE OF TEXAS)
)
COUNTY OF COLLIN)

Before me, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared William Shaddock, Jr., Manager of **SHADDOCK-CREEKSIDE PROSPER, LLC**, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated, on behalf of such entities.

Given under my hand and seal of office this 11 day of September, 2025.

SANDY MICK
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 05/28/28
NOTARY ID 11973760

Sandy Mick
Notary public in and for the State of Texas
My commission expires: May 28, 2028

EXHIBIT A

Property Legal Description

WHEREAS, Shaddock Acquisitions, LLC is the owner of a 90.730-acre (3,952,213-square-foot) tract of land situated in the Collin County School Land Survey, Abstract No. 147, Town of Prosper, Collin County, Texas; said tract being part of that certain tract of land described in Special Warranty Deed to Legacy Frontier, LLC recorded in Instrument No. 20150203000121210 of the Official Public Records of Collin County, Texas; said 90.730-acre-tract of land being more particularly described by metes and bounds as follows:

COMMENCING, at a 5/8-inch iron rod with illegible cap found for the southeast corner of that called 1.436-acre tract of land described in Right-of-Way Dedication to the City of Celina recorded in Instrument No. 2008-9821 of said Official Records of Denton County, and at the intersection of the approximate centerline of Legacy Drive (a variable-width public right-of-way) and the south right-of-way line of Frontier Parkway (a variable-width public right-of-way); said point being the northwest corner of said Legacy Frontier tract, the northeast corner of that called 18.954-acre tract of land described in Right-of-Way Warranty Deed to City of Celina recorded in Instrument No. 2022-24205 of the Official Records of Denton County, Texas;

THENCE, South 00 degrees 30 minutes 57 seconds West, with the approximate centerline of said Legacy Drive, a west line of said Legacy Frontier tract, the east line of the said 18.954-acre City of Celina tract, and the east line of those certain tracts of land described in Special Warranty Deeds to Merritt/Thornton Farm Partnership, L.P. recorded in Instrument No. 99-096577, 99-096578, and 99-096579 of the Deed Records of Denton County, Texas, a distance of 189.17 feet to a 5/8-inch iron rod with "RPLS 5674" cap found; said point being a southwest corner of said Legacy Frontier tract, the northwest corner of that certain tract of land described in Right-of-Way Warranty Deed to the Town of Prosper recorded in 20100518000498080 of said Official Public Records of Collin County, and the northeast corner of that certain tract of land described in General Warranty Deed to Denton County, Texas recorded in Instrument No. 2010-62874 of said Official Records of Denton County;

THENCE, South 89 degrees 49 minutes 05 seconds East, departing the approximate centerline of said Legacy Drive and the said east line of Merritt/Thornton tract and with a south line of said Legacy Frontier tract and the north line of said Town of Prosper tract, a distance of 39.21 feet to a point; said point being an ell corner of said Legacy Frontier tract and the northeast corner of said Town of Prosper tract;

THENCE, South 00 degrees 10 minutes 55 seconds West, with a west line of said Legacy Frontier tract and the east line of said Town of Prosper tract, a distance of 320.00 feet to a 5/8-inch iron rod; said point being an ell corner of said Legacy Frontier tract and the southeast corner of said Town of Prosper tract;

THENCE, North 89 degrees 49 minutes 05 seconds West, with a north line of said Legacy Frontier tract and the south line of said Town of Prosper tract, a distance of 40.90 feet to a PK nail found in the said approximate centerline of Legacy Drive; said point being a northwest corner of said Legacy Frontier tract, the southwest corner of said Town of Prosper tract, the southeast corner of said Denton County tract, and a northeast corner of that called 26.822-acre tract described in Special Warranty Deed to Merritt Crossing Development LLC recorded in Instrument No. 2021-213963 of said Official Records of Denton County;

THENCE, South 00 degrees 29 minutes 02 seconds West, with the said approximate centerline of Legacy Drive, a west line of said Legacy Frontier tract, and an east line of said Merritt Crossing Development tract, a distance of 358.02 feet to a 5/8-inch iron rod with "BGE" cap set for corner at the POINT OF BEGINNING;

THENCE, North 89 degrees 17 minutes 48 seconds East, departing the said approximate centerline of Legacy Drive, the said east line of Merritt Crossing Development tract, and the said west line of Legacy Frontier tract and into and across said Legacy Frontier tract, a distance of 1,515.50 feet to a 5/8-inch iron rod with "BGE" cap set for corner in an east line of said Legacy Frontier tract and a west line of a called 99.522-acre tract of land described as Tract 1 in Special Warranty Deed to Toll Southwest LLC recorded in Instrument No. 2024000009613 of said Official Public Records of Collin County;

THENCE, South 00 degrees 00 minutes 38 seconds East, with the said east line of Legacy Frontier tract and the said west line of Tract 1, a distance of 288.74 feet to a 1/2-inch iron rod found for corner; said point being an interior corner of said Legacy Frontier tract and a southwest corner of said Tract 1;

THENCE, North 89 degrees 11 minutes 50 seconds East, with a north line of said Legacy Frontier tract and a south line of said Tract 1, a distance of 1,532.96 feet to a 1/2-inch iron rod with illegible cap found for corner; said point being a northeast corner of said Legacy Frontier tract and an interior corner of said Tract 1;

THENCE, South 01 degrees 14 minutes 54 seconds East, with an east line of said Legacy Frontier tract and a west line of said Tract 1, a distance of 1,151.46 feet to a 60D nail found for corner in the north line of a called 221.617-acre tract of land described in Special Warranty Deed to BGY Prosper 221 LLC in Instrument No. 20171121001544530 of said Official Public Records of Collin County; said point being the southeast corner of said Legacy Frontier tract and the southwest corner of said Tract 1;

THENCE, South 89 degrees 13 minutes 16 seconds West, with the south line of said Legacy Frontier tract and the said north line of BGY Prosper 221 tract, a distance of 1,063.46 feet to a 5/8-inch iron rod with "KHA" cap found for corner; said point being an angle point for said Legacy Frontier tract, the northwest corner of said BGY Prosper 221 tract, and the northeast corner of a called 37.554-acre tract of land described as Tract 2

in Special Warranty Deed to Toll Southwest LLC recorded in Instrument No. 2024000009613 of said Official Public Records of Collin County;

THENCE, South 89 degrees 44 minutes 50 seconds West, continuing with the south line of said Legacy Frontier tract and with the north line of said Tract 2 and the north line of that called 38.572-acre tract of land described in Special Warranty Deed to Prosper Independent School District recorded in Instrument No. 20200817001344070 of said Official Public Records of Collin County, at a distance of 645.55 feet passing a 1/2-inch iron rod found for the northwest corner of said Tract 2 and the northeast corner of said Prosper Independent School District tract and continuing for a total distance of 2,022.01 feet to a point for corner in the said approximate centerline of Legacy Drive and in the said east line of Merritt Crossing Development tract; said point being the southwest corner of said Legacy Frontier tract and the northwest corner of said Prosper Independent School District tract;

THENCE, North 00 degrees 29 minutes 02 seconds East, with the said approximate centerline of Legacy Drive, the west line of said Legacy Frontier tract, and the east line of said Merritt Crossing Development tract, a distance of 1,423.27 feet to the POINT OF BEGINNING and containing 90.730 acres or 3,952,213 square feet of land, more or less.

EXHIBIT B

Thoroughfare Improvements

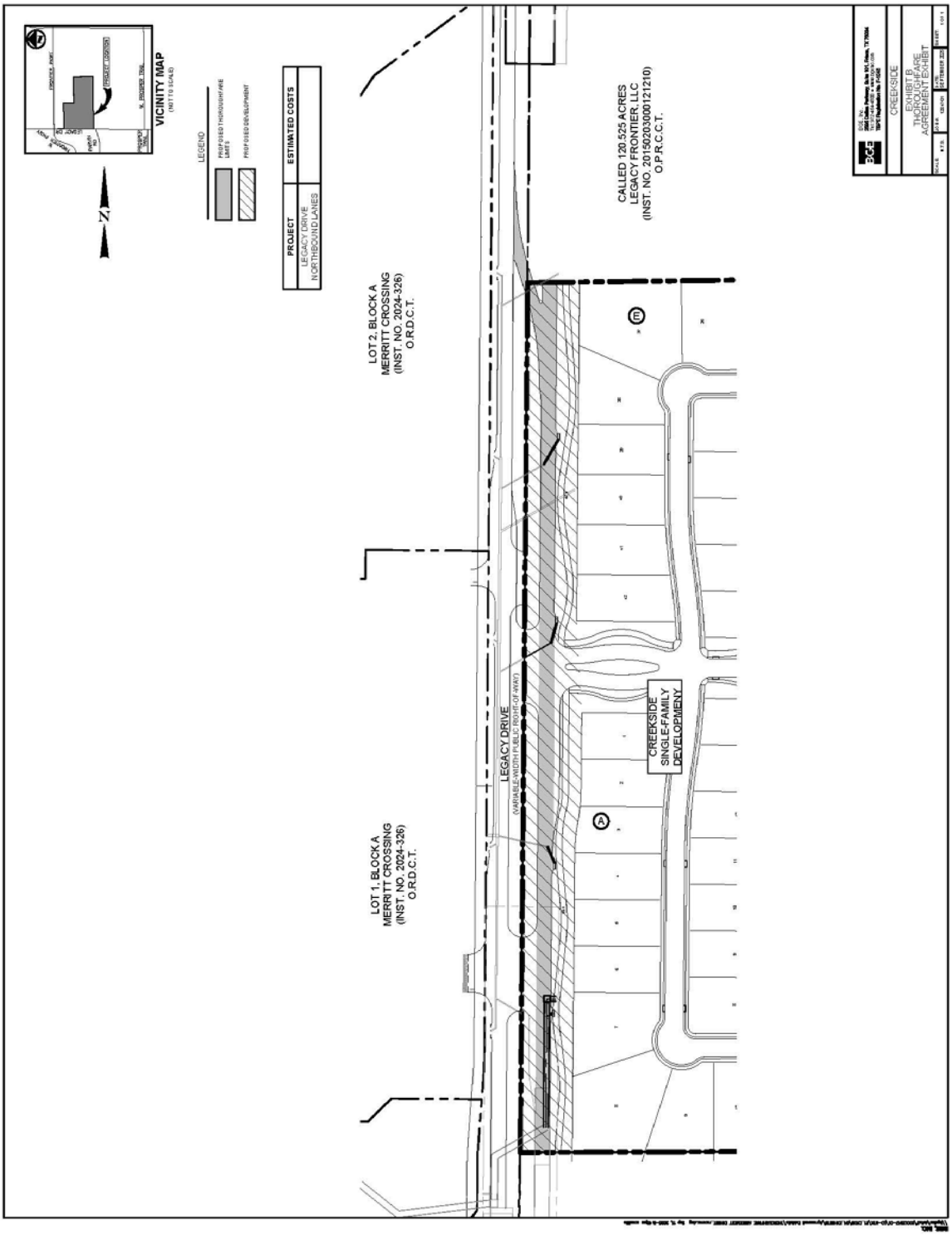


EXHIBIT C

Area of Reimbursement

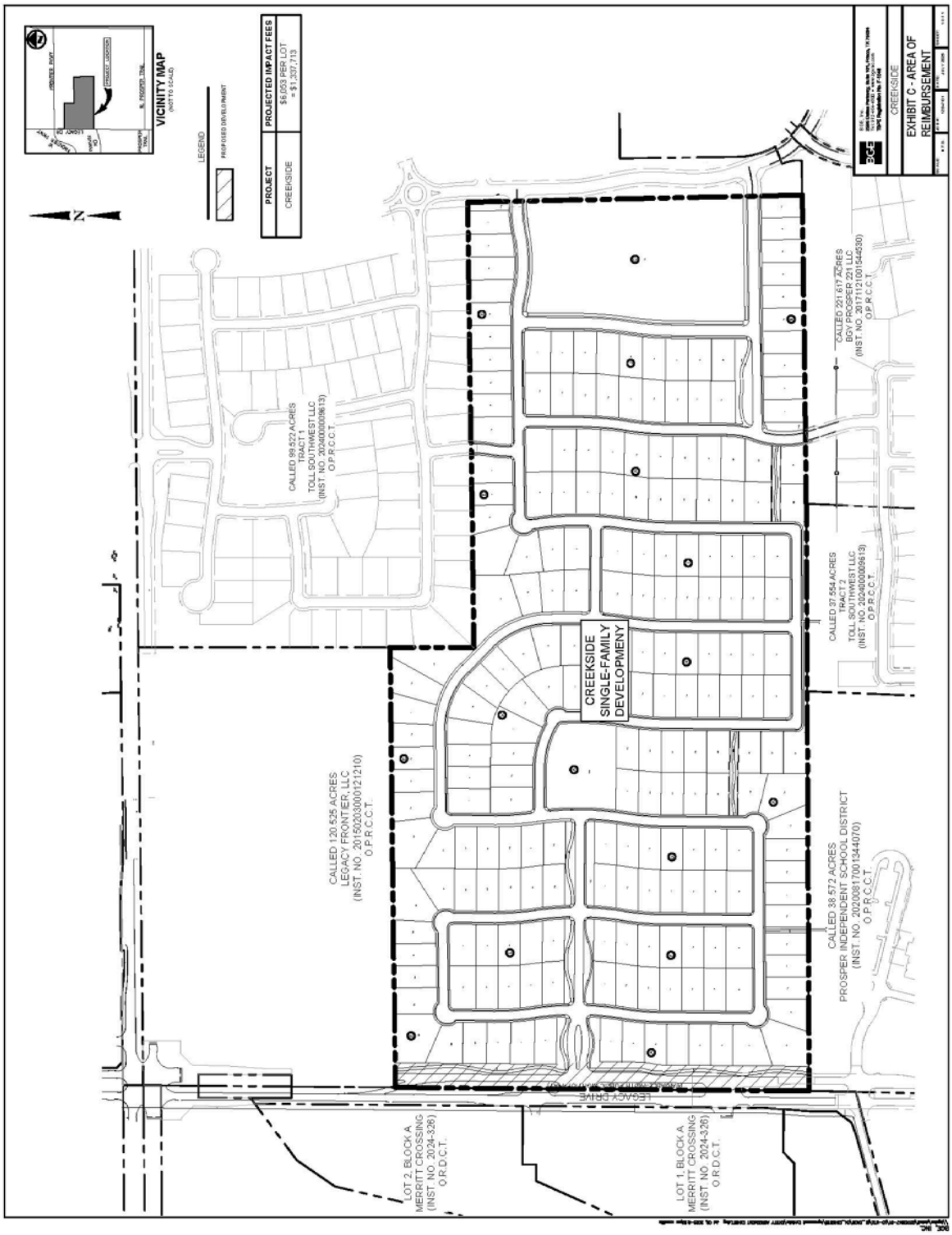


EXHIBIT D

Estimated Construction Costs

LEGACY DRIVE - PAVING & DRAINAGE

Prosper, Denton, Texas

Prepared: 08/08/25

Opinion of Probable Cost Summary

CATEGORY	By Category
EROSION CONTROL	$38,530
EXCAVATION	$55,273
STORM SEWER	$482,778
PAVING	$491,396
CONSTRUCTION SUB-TOTALS	*$1,067,977*
PROFESSIONAL FEES	$250,976
OVERALL CONTINGENCY 15%	$160,196
TOTAL	$1,479,149

1) IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

2) ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

EROSION CONTROL	UNIT	QTY	UNIT COST ($)	TOTAL ($)
SILT FENCE	LF	2,923	$ 1.84	$ 5,378.32
CONSTRUCTION ENTRANCE	EA	1	$ 1,799.00	$ 1,799.00
CURB INLET PROTECTION	EA	4	$ 89.00	$ 356.00
SEEDING	AC	0.56	$ 399.00	$ 223.44
4' ROLL OF CURLEX WITH SEED ALONG BOC	LF	2,848	$ 0.79	$ 2,249.92
SILT FENCE ALONG BOC	LF	2,848	$ 1.84	$ 5,240.32
MAINTENANCE	LS	1	$ 10,000.00	$ 10,000.00
SALES TAX ON IMPROVEMENTS	%	8.25%	$ 25,247.00	$ 2,082.88
4' STRIP OF SOD WITH 30 DAY WATERING	SY	1,244	$ 9.00	$ 11,200.00
TOTAL				**$ 38,529.88**

EXCAVATION	UNIT	QTY	UNIT COST ($)	TOTAL ($)
CLEARING & GRUBBING	AC	2.0	$ 1,250.00	$ 2,500.00
IMPORT	CY	1,310	$ -	$ -
STREET & RIGHT-OF-WAY EXCAVATION	CY	2,540	$ 6.00	$ 15,240.00
STREET MOISTURE CONDITIONING 5' DEEP	CY	12,515	$ 2.20	$ 27,533.00
PARKWAY GRADING POST PAVING	LS	1	$ 10,000.00	$ 10,000.00
TOTAL				**$ 55,273.00**

STORM SEWER	UNIT	QTY	UNIT COST ($)	TOTAL ($)
18" R.C.P.	LF	110	$ 68.00	$ 7,480.00
21" R.C.P.	LF	11	$ 75.00	$ 825.00
8' X 5' R.C.B	LF	230	$ 750.00	$ 172,500.00
10' RECESSED CURB INLET	EA	4	$ 7,500.00	$ 30,000.00
10' JUNCTION BOX	EA	1	$ 15,000.00	$ 15,000.00
TRENCH SAFETY	LF	351	$ 1.00	$ 351.00
TESTING & T.V. INSPECTION	LF	351	$ 6.00	$ 2,106.00
MAINTENANCE BOND	%	2.00%	$ 225,805.00	$ 4,516.10
UPSIZE CULVERT UNDER WEST HALF OF LEGACY	LS	1	$ 250,000.00	$ 250,000.00
TOTAL				**$ 482,778.10**

PAVING	UNIT	QTY	UNIT COST ($)	TOTAL ($)
9" REINF. CONCRETE STREET PAVEMENT	SY	3,915	$ 85.00	$ 332,775.00
12" LIME TREATED SUBGRADE	SY	4,237	$ 4.00	$ 16,948.00
HYDRATED LIME (90 LBS/SY)	TN	191	$ 350.00	$ 66,732.75
9" NON-REINFORCED CONCRETE (TRANSITION)	SY	438	$ 65.00	$ 28,470.00
12" LIME TREATED SUBGRADE (TRANSITION)	SY	530	$ 4.00	$ 2,120.00
HYDRATED LIME (TRANSITION)	TN	24	$ 350.00	$ 8,347.50
10 MIL POLY (6' OUTSIDE BOC)	LF	2,848	$ 1.65	$ 4,699.20
REMOVE EXISTING TYPE 2 BARRICADE	EA	1	$ 500.00	$ 500.00
SAWCUT & REMOVE EXISTING CURB	LF	69	$ 30.00	$ 2,070.00
STREET HEADER	EA	1	$ 375.00	$ 375.00
TYPE 3 BARRICADE AT STREET HEADER	EA	1	$ 1,700.00	$ 1,700.00
STRIPING - CENTERLINE & TRANSITION	LF	1,268	$ 3.25	$ 4,121.00
STREET SIGNS	EA	4	$ 2,000.00	$ 8,000.00
TRAFFIC CONTROL	LS	1	$ 5,000.00	$ 5,000.00
MAINTENANCE BOND	%	2.00%	$ 476,858.45	$ 9,537.17
TOTAL				**$ 491,395.62**

PROFESSIONAL FEES				TOTAL ($)
ENGINEERING & SURVEY	%	$ 1,067,977	15.0%	$ 160,197
GEOTECHNICAL & MATERIAL TESTING	%	$ 1,067,977	5.0%	$ 53,399
CONSTRUCTION MANAGEMENT	%	$ 1,067,977	3.5%	$ 37,380
TOTAL				**250,976**

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

From: **David Hoover, AICP, Director of Development Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Planned Development Ordinance for 607 East First Street**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 2. Development of Downtown as Destination

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Agenda Item:
Consider and act upon an Ordinance to rezone 0.7± acre from Single Family-15 (SF-15) to Planned Development-133 (PD-133) on Collin County School Land Survey, Abstract 147, Tracts 39 and 177, located on the northwest corner of Lane Street and First Street. (ZONE-25-0001)

Description of Agenda Item:
On August 26, 2025, the Town Council unanimously approved the proposed rezoning request by a vote of 7-0. An ordinance has been prepared accordingly.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attachments:
1. Ordinance
2. Ordinance Exhibits

Town Staff Recommendation:
Town Staff recommend that the Town Council approve an Ordinance to rezone 0.7± acre from Single Family-15 (SF-15) to Planned Development-133 (PD-133) on Collin County School Land Survey, Abstract 147, Tracts 39 and 177, located on the northwest corner of Lane Street and First Street.

Proposed Motion:
I move to approve/deny an Ordinance to rezone 0.7± acre from Single Family-15 (SF-15) to Planned Development-133 (PD-133) on Collin County School Land Survey, Abstract 147, Tracts 39 and 177, located on the northwest corner of Lane Street and First Street.

TOWN OF PROSPER, TEXAS **ORDINANCE NO. 2025-XX**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROPSPER, TEXAS, AMENDING THE ZONING ORDINANCE BY REZONING A TRACT OF LAND CONSISTING OF 0.7 ACRES, MORE OR LESS, SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY 12, ABSTRACT 147, TRACTS 39 AND 177, IN THE TOWN OF PROSPER, COLLIN COUNTY, TEXAS, FROM SINGLE FAMILY-15 (SF-15) TO PLANNED DEVELOPMENT-133 (PD-133), DESCRIBING THE TRACT TO BE REZONED; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVING AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council") has investigated and determined that the Zoning Ordinance should be amended; and

WHEREAS, the Town of Prosper, Texas ("Prosper") has received a request (Case ZONE-25-0001) from Carrie Gappinger ("Applicant"), to rezone 0.7 acres of land, more or less, Collin County School Land Survey 12, Abstract 147, Tracts 39 and 177, in the Town of Prosper, Collin County, Texas, and being more particularly described in Exhibit "A-1" and Exhibit "A-2", attached hereto and incorporated herein for all purposes; and

WHEREAS, the Town Council has investigated into and determined that the facts contained in the request are true and correct; and

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

WHEREAS, the Town Council has further investigated into and determined that it will be advantageous and beneficial to Prosper and its inhabitants to rezone this property as set forth below.

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

SECTION 1

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

SECTION 2

Amendment to the Town's Zoning Ordinance. The Town's Zoning Ordinance is amended as follows: The zoning designation of the below described property containing 0.7 acres of land, more or less, in the Collin County School Land Survey, Abstract 147, Tracts 39 and 177, Town of Prosper, Collin County, Texas, and all streets, roads, and alleyways contiguous and/or adjacent thereto are hereby zoned as Planned Development-133 and being more particularly described in Exhibit "A-1" and Exhibit "A-2", attached hereto and incorporated herein for all purposes as if set forth verbatim.

The development plans, standards, and uses for the Property in this Planned Development District shall conform to, and comply with (1) the Development Standards, attached hereto as Exhibit C; (2) the Conceptual Plan, attached hereto as Exhibit D; (3) the Façade Plan, attached hereto as Exhibit F; (4) the Landscape Plan, attached hereto as Exhibit G, all of which are incorporated herein for all purposes as if set forth verbatim.

Two (2) original, official, and identical copies of the zoning exhibit map are hereby adopted and shall be filed and maintained as follows:

a. One (1) copy shall be filed with the Town Secretary and retained as an original record and shall not be changed in any manner.

b. One (1) copy shall be filed with the Building Official and shall be maintained up to date by posting thereon all changes and subsequent amendments for observation, issuing building permits, certificates of compliance and occupancy, and enforcing the zoning ordinance. Reproduction for information purposes may from time-to-time be made of the official zoning district map.

SECTION 3

No Vested Interest/Repeal. No developer or property owner shall acquire any vested interest in this Ordinance or in any other specific regulations contained herein. Any portion of this Ordinance may be repealed by the Town Council in the manner provided for by law.

SECTION 4

Unlawful Use of Premises. It shall be unlawful for any person, firm, or corporation to make use of said premises in some manner other than as authorized by this Ordinance, and shall be unlawful for any person, firm, or corporation to construct on said premises any building that is not in conformity with the permissible uses under this Zoning Ordinance.

SECTION 5

Penalty. Any person, firm, corporation, or business entity violating this Ordinance or any provision of Prosper's Zoning Ordinance, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars ($2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Prosper from filing suit to enjoin the violation. Prosper retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 6

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

SECTION 7

Savings/Repealing Clause. Prosper's Zoning Ordinance, as amended, shall remain in full force and effect, save and except as amended by this or any other Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the appeal prevent a prosecution from being commenced for any violation if occurring prior to the repealing of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 8

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

DULY PASSED, APPROVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THE 23RD DAY OF SEPTEMBER, 2025.

_____
David F. Bristol, Mayor

ATTEST:

_____
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Terrence S. Welch, Town Attorney

ZONE-25-0001

Exhibit "A-1"

Metes & Bounds Description of Property

BEING A 0.681 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, BEING ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE ANN GAPPINGER, ASRECORDED IN INSTRUMENT NO. 20200131000139690, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE A. GAPPINGER, AS RECORDED IN INSTRUMENT NO. 20130114000055400, SAID OFFICIAL PUBLIC RECORDS, SAID TRACTS BEING FULLY DESCRIBED BY METES AND BOUNDS IN DEED RECORDED IN INSTRUMENT NO. 20070705000921820, SAID OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID IRON ROD BEIN THE INTERSECTION OF THE WEST LINE OF S. LANE STREET AND THE NORTH LINE OF E. FIRST STREET; THENCE NORTH 89° 59' 16" WEST, A DISTANCE OF 121.92 FEET ALONG SAID NORTH LINE TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE SOUTHWEST CORNER OF THIS TRACT; THENCE NORTH 00° 06' 38" EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 243.17 FEET TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED "PREMIER SURVEYING" AT THE NORTHWEST CORNER OF THIS TRACT, SAID IRON ROD BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TERRANCE G. QUIGLEY AND WIFE, LINDA CAROL QUIGLEY, AS RECORDED IN INSTRUMENT NO. 93-0096153, AFORESAID OFFICIAL PUBLIC RECORDS; THENCE SOUTH 89° 54' 45" EAST, A DISTANCE OF 122.00 FEET TO AN "X" SET IN CONCRETE AT THE NORTHEAST CORNER OF THIS TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO INYMAC LLC, AS RECORDED IN INSTRUMENT NO. 20210428000849260, SAID OFFICIAL PUBLIC RECORDS, SAID "X" BEING ON THE AFORESAID WEST LINE OF S. LANE STREET; THENCE SOUTH 00° 07' 49" WEST, A DISTANCE OF 243.01 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 29,648 SQUARE FEET OR 0.681 OF ONE ACRE OF LAND.

See Survey for signed Metes and Bounds Description

PROPERTY DESCRIPTION:

BEING A 0.681 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, BEING ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE ANN GAPPINGER, AS RECORDED IN INSTRUMENT NO. 20200131000139690, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE A. GAPPINGER, AS RECORDED IN INSTRUMENT NO. 20130114000055400, SAID OFFICIAL PUBLIC RECORDS, SAID TRACTS BEING FULLY DESCRIBED BY METES AND BOUNDS IN DEED RECORDED IN INSTRUMENT NO. 20070705000921820, SAID OFFICIAL PUBIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

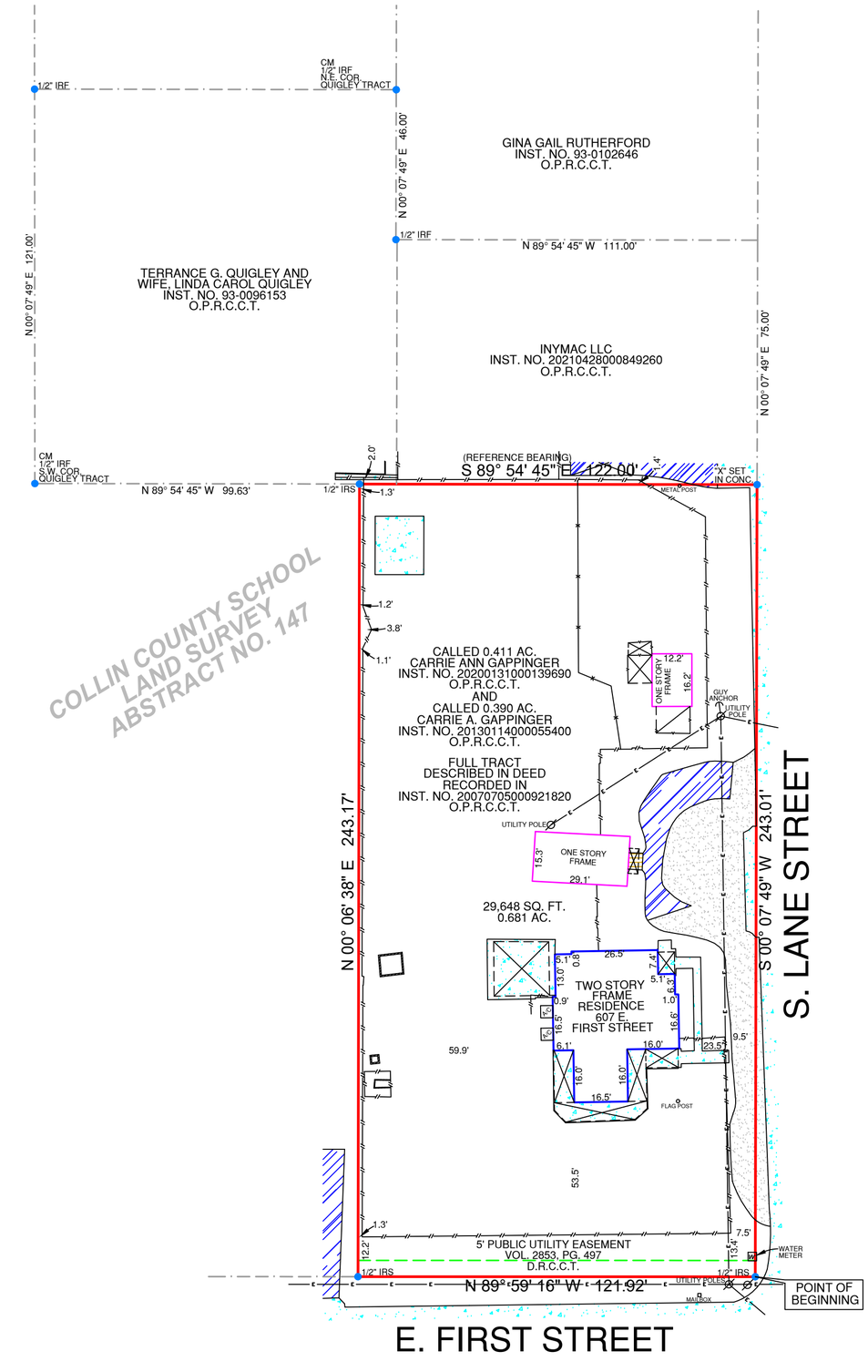
BEGINNING AT A 1/2-INCH IRON ROD SET WITH CAP STAMPED “PREMIER SURVEYING” AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID IRON ROD BEIN THE INTERSECTION OF THE WEST LINE OF S. LANE STREET AND THE NORTH LINE OF E. FIRST STREET;

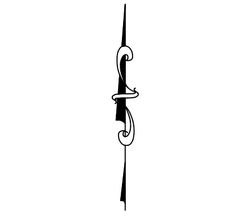
THENCE NORTH 89° 59' 16” WEST, A DISTANCE OF 121.92 FEET ALONG SAID NORTH LINE TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED “PREMIER SURVEYING” AT THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 00° 06' 38” EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 243.17 FEET TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED “PREMIER SURVEYING” AT THE NORTHWEST CORNER OF THIS TRACT, SAID IRON ROD BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TERRANCE G. QUIGLEY AND WIFE, LINDA CAROL QUIGLEY, AS RECORDED IN INSTRUMENT NO. 93-0096153, AFORESAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 89° 54' 45” EAST, A DISTANCE OF 122.00 FEET TO AN “X” SET IN CONCRETE AT THE NORTHEAST CORNER OF THIS TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO INYMAC LLC, AS RECORDED IN INSTRUMENT NO. 20210428000849260, SAID OFFICIAL PUBLIC RECORDS, SAID “X” BEING ON THE AFORESAID WEST LINE OF S. LANE STREET;

THENCE SOUTH 00° 07' 49” WEST, A DISTANCE OF 243.01 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 29,648 SQUARE FEET OR 0.681 OF ONE ACRE OF LAND.





FEMA NOTE

FLOOD INFORMATION:
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48085C0235 J, DATED JUNE 2, 2009.

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER SHOWN HEREON, PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED DEED REFERENCED HEREON.

GENERAL NOTES

1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED IN THE DEED RECORDED IN INST. NO. 20070705000921820, O.P.R.C.C.T.
2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEANDERING.
3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER LISTED HEREON.
4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE. UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

ZONE-25-0001

Exhibit "A-2"
Boundary Exhibit

607 E. FIRST STREET
CITY OF PROSPER
COLLIN COUNTY, TEXAS

GF#: 2442615-ATDA	
BORROWER: HEATHER FUJIKAWA AND TYSON FUJIKAWA	
TITLE CO.: INDEPENDENCE TITLE	
PREMIER JOB #: 24-09255	
TECH: MSP/AV	DATE: 01/07/25
FIELD: MJ	FIELD DATE: 01/06/25



CONCRETE
BRICK
ASPHALT
WOOD
STONE
GRAVEL
COVERED AREA
CM = CONTROLLING MONUMENT

WOOD FENCE
CHAIN LINK FENCE
WROUGHT IRON FENCE
BARBWIRE FENCE
R.R. TIE RETAINING WALL
BRICK WALL
STONE WALL
OVERHEAD TELEPHONE LINE
OVERHEAD ELECTRIC LINE
IRF = IRON ROD FOUND
IPF = IRON PIPE FOUND
IRS = IRON ROD SET WITH CAP STAMPED "PREMIER"
MFCP = METAL FENCE COR POST
WFCP = WOOD FENCE COR POST

Independence Title

Premier Surveying LLC
5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
Office: 972-612-3601
Fax: 855-892-0468
Firm Registration No. 10146200

STATE OF TEXAS
REGISTERED
DAVID APPLE
5932
PROFESSIONAL
LAND SURVEYOR
Registered Professional Land Surveyor

ZONE-25-0001

Exhibit "B"

Statement of Intent & Purpose

4/15/25

607 East First Street
Prosper, TX 75078

Current Zoning: SF-15
Proposed Zoning: Planned Development

Intent & Purpose of Proposed Rezoning:

The exterior of the home will not be significantly altered as a part of the change from a residential use. Keeping the historical nature of the home is viewed as an asset. Minor interior improvements may occur at a later date. At this time, no square footage will be added or removed.

We believe this use is consistent with adjacent parcels, which have previously re-zoned to Downtown Office District. A few examples of businesses located within a block of the subject parcel:

Prosper Pantry- 608 First Street
Social House Chiropractic - 704 E First Street
Ameriprise Financial Services - 705 E First Street
Prosper Insurance Agency - 713 E First Street

Exhibit "B"
Statement of Intent & Purpose (Continued)

Property Description:

The applicant has provided a location for off-street parking as required by city ordinance.

A small sign will be necessary. This sign will comply with signage regulations and be similar to the Prosper Pantry sign in scale.

ZONE-25-0001

Exhibit "C"

Development Standards

This tract shall develop under the regulation of the Downtown Office (DTO) District as outlined in the Town's Zoning Ordinance as it exists or may be amended with the following conditions:

1.0 Permitted Uses

1.1 The permitted uses within this Planned Development District are as follows:

- Administrative, Medical, and Professional Office
- Architectural or Interior Design Studio
- Bed and Breakfast **S**
- Boutique Retail
- Coffee Shop **S**
- Materials Showroom
- Single-Family Dwelling
- Tea Room **S**

2.0 District Regulations

2.1 The district regulation requirements within this Planned Development District are as follows:

- Size of Yards
  - Front Setback (Lane Street) – 25'
  - Side Setback (Northern Boundary) – 5'
  - Side Setback (First Street) – 15'
  - Rear Setback (Western Boundary) – 10'

- Size of Lots
  - Minimum Lot Area – 6,000 SF
  - Minimum Lot Width – 50'
  - Minimum Lot Depth – 120'

- Maximum Height
  - Two stories, no greater than 40'.

- Maximum Lot Coverage
  - Fifty-Five Percent (55%)

3.0 Landscaping & Open Space

3.1 The landscaping requirements within this Planned Development District are as follows:

- Northern Boundary (Adjacent to Residential) – 5’ Landscape Buffer
  - One ornamental tree every 30 linear feet.
- Eastern Boundary (Adjacent to Lane Street) – 5’ Landscape Buffer
  - One ornamental tree every 30 linear feet.
- Southern Boundary (Adjacent to First Street) – 5’ Landscape Buffer
  - One ornamental tree every 30 linear feet.
- Western Boundary (Adjacent to Residential) – 5’ Landscape Buffer
  - One ornamental tree every 30 linear feet.

3.2 The open space requirements within this Planned Development District are as follows:

- Seven percent (7%) of the lot area is required to be open space.

4.0 Screening

4.1 The screening requirements within this Planned Development District are as follows:

- Six-foot (6’) cedar board-on-board wooden fence adjacent to residential development on the northern and western boundaries.

5.0 Architectural Standards

5.1 The architectural standards within this Planned Development District are as follows:

- Existing Structures
  - Exterior alterations not related to maintenance must be approved by the Director of Development Services.
- New Structures
  - Shall consist of masonry materials including clay fired brick, natural, precast, and manufactured stone, granite, and marble. Other materials may be approved by the Director of Development Services.
  - Shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. Recommended architectural styles are Craftsman, Folk Traditional, and Victorian.

Site Data Summary Table

Lot Area: 29,664.36 SF (0.689 AC)
Square Footage of Existing Structure: 1,365 SF
Proposed Use: Office*
Required Parking: 4 Spaces*
Provided Parking: 5 Spaces*

*** Final use will dictate required parking count**

"Approx. 250 feet to nearest fire hydrant."

5’ 10’

"Ten-foot (10') ROW dedication with a five-foot (5') access and utility easement"

EXISTING FENCE TO REMAIN

EXISTING FENCE TO REMAIN

15.0'

6 ft tall board on board fence to be installed on north and west boundaries if property is used for commercial purposes.

This tree can remain if parking lot is shifted 20 ft north

REMOVE EXISTING CHICKEN COOP

Pool shown on google maps has been removed

18.0'

9.0'

OE

PROPOSED PARKING AREA

24.0'

9.0'

5.0'

EXISTING FENCE TO REMAIN

Existing shed to remain for storage

607 EAST FIRST STREET

EXISTING HOME
1,365 SF - MAIN LEVEL

ROW

LANE STREET

EXISTING FENCE TO REMAIN

Per the Fire Department, fire hydrant may be added to the property near the corner of Lane Street and First Street.

PROPOSED LANDSCAPE EASEMENT

Variable

UTILITY EASEMENT

ROW

Approx. 130 feet to nearest fire hydrant.

"ROW Dedication as required for Town CIP project."

"Approx. 380 feet to nearest fire hydrant."

Text

FIRST STREET

Parking shown is general concept of parking spaces to be provided. The final configuration will depend on the final parking space count. Parking spaces shall be shifted to accommodate a 15-foot setback before the first stall, measured from the right-of-way line. If it is deemed that more than five to six spaces are required based on the proposed use, the parking area will be shifted more north to accommodate the increase.

607 EAST FIRST STREET

ACREAGE: 0.681 ACRES
TOWN PROJECT NUMBER: ZONE-25-0001
EXHIBIT D - CONCEPT PLAN
PROSPER, TEXAS
APRIL 8, 2025

0 10 20
SCALE IN FEET

ZONE-25-0001

Exhibit "E"

Development Schedule

The applicant intends to begin business operations at this location within 90 days of obtaining the required rezoning.

ZONE-25-0001

Exhibit "F"

Elevations

Only Minor alterations of the exterior are anticipated (maintenance related painting).



View from First Street Looking North



View from side yard, looking East



View from First Street Looking Northeast



View from lane Street Looking South/Southwest

Five-foot landscape buffer will one ornamental tree every 30 linear feet shall be shown on official Landscape Plan that is submitted with Site Plan.

Five-foot landscape buffer will one ornamental tree every 30 linear feet shall be shown on official Landscape Plan that is submitted with Site Plan.

Pool has been removed.

Detailed tree survey will be provided at the time of Site Plan.

Landscape islands shall be provided at the terminus of all parking rows, contain one large tree, and not be located within landscape easements.

Parking shown is general concept of parking spaces to be provided. The final configuration will depend on the final parking space count. Parking spaces shall be shifted to accommodate a 15-foot setback before the first stall, measured from the right-of-way line. If it is deemed that more than four to five spaces are required based on the proposed use, the parking area will be shifted more north to accommodate the increase.

Landscape easement (along Lane Street) shall be exclusive of five-foot (5') utility and access easement, be five feet (5') in width, and have one ornamental tree every 30 linear feet. This shall be shown on official Landscape Plan that is submitted with Site Plan.

Landscape easement shall be five feet (5') in width and have one ornamental tree every 30 linear feet. This shall be shown on official Landscape Plan that is submitted with Site Plan.

Ornamental tree species will be in accordance with hardiness zone of North Texas and determined at the time of a Site Plan.

5’ 10’ 15.0'
EXISTING FENCE TO REMAIN
REMOVE EXISTING CHICKEN COOP
HT 4
TS 9
18.0'
9.0'
OE
PROPOSED PARKING AREA
24.0'
9.0' 5.0'
TS 46
EXISTING SHED TO REMAIN
607 EAST FIRST STREET
EXISTING HOME
1,365 SF - MAIN LEVEL
LANE STREET
ROW
EXISTING FENCE TO REMAIN
PROPOSED LANDSCAPE EASEMENT
Variable
UTILITY EASEMENT
ROW Dedication as required for Town CIP project.
FIRST STREET
BO 2

PLANT SCHEDULE					
SYMBOL	CODE	COMMON / BOTANICAL NAME	SIZE	TYPE	QTY
TREES					
+	BO	BURR OAK / QUERCUS MACROCARPA	B & B	3" Cal	2
ORN. TREES					
	HT	THORNLESS HAWTHORN / CRATAEGUS CRUS-GALLI `INERMIS`	B & B	3" Cal	4
	CODE	COMMON / BOTANICAL NAME	SIZE	TYPE	QTY
SHRUBS					
	TS	BIRCHLEAF SPIREA / SPIRAEA BETULIFOLIA `TOR`	5 GAL		55

607 EAST FIRST STREET

ACREAGE: 0.681 ACRES
TOWN PROJECT NUMBER: ZONE-25-0001
EXHIBIT G - LANDSCAPE PLAN
PROSPER, TEXAS
APRIL 8, 2025

0 10 20
SCALE IN FEET

TOWN OF PROSPER
A Place Where Everyone Matters

PLANNING

To: **Mayor and Town Council**

From: **David Hoover, AICP, Director of Development Services**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager

Re: **Development Agreement for 607 East First Street**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 2. Development of Downtown as Destination

---

Agenda Item:
Consider and act upon authorizing the Town Manager to execute a Development Agreement between Carrie Gappinger and the Town of Prosper relative to Collin County School Land Survey 12, Abstract 147, Tracts 39 and 177. (DEVAGRE-25-0004)

Description of Agenda Item:
On August 26, 2025, the Town Council unanimously approved the proposed rezoning request by a vote of 7-0. A Development Agreement has been prepared accordingly.

Budget Impact:
There is no budgetary impact affiliated with this item.

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Development Agreement

Town Staff Recommendation:
Town Staff recommends that the Town Council authorize the Town Manager to execute a Development Agreement between Carrie Gappinger and the Town of Prosper relative to Collin County School Land Survey 12, Abstract 147, Tracts 39 and 177.

Proposed Motion:

I move to authorize/not authorize the Town Manager to execute a Development Agreement between Carrie Gappinger and the Town of Prosper relative to Collin County School Land Survey 12, Abstract 147, Tracts 39 and 177.

607 EAST FIRST STREET DEVELOPMENT AGREEMENT

THIS 607 EAST FIRST STREET DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Carrie Gappinger ("Developer"), individually, a "Party" and collectively, the "Parties," to be effective (the "Effective Date") on the latest date executed by a Party.

WHEREAS, the Town is a home-rule municipal corporation, located in Collin County and Denton County, Texas, organized and existing under the laws of the State of Texas; and

WHEREAS, Developer is developing a project in the Town known as 607 East First Street ("Property"), a legal description of which Property is attached hereto as Exhibit A and incorporated by reference; and

WHEREAS, the Property was rezoned by the Town Council on or about _____, 2025, and this Agreement seeks to incorporate, in part, the negotiated and agreed upon development standards contained in the underlying zoning ordinance, as may be amended, and/or this Development Agreement, to recognize Developer's reasonable investment-backed expectations in said development, as may be amended, and as more fully described herein.

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Parties to this Agreement agree as follows:

1. Development Standards. For any structure built on the Property following the Effective Date, it shall comply with the requirements contained in Exhibit B, "Building Materials," attached hereto and incorporated herein. The Parties agree and acknowledge that the provisions of this Paragraph shall apply to any structure constructed subsequent to the execution of this Agreement. Nothing in this Agreement shall be deemed to modify or otherwise amend any zoning regulation duly adopted by the Town, previously or in the future.

2. Maintenance of Landscape Areas.

A. Developer agrees to maintain all Landscape Areas (including all vegetation) on the Property, as referenced and/or depicted in the applicable zoning ordinance, as amended, free of weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter, as defined in Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended. Further, Developer agrees that landscape maintenance obligations referenced herein include mulching of Landscape Areas, prompt replacement of dead or dying vegetation with new vegetation, mowing of

Landscape Areas, where required, and other routine and regular maintenance of plants and other vegetation.

B. In the event that any Landscape Area or plants or vegetation is/are not properly maintained in accordance with this Agreement, the Town may give written notice to Developer of such failure to maintain and Developer shall promptly address such failure, taking into account the type(s) and species of such plants and vegetation and applicable planting cycles of same. After such notice, and Developer's failure to address same, Developer agrees and acknowledges that the Town shall have the right to go onto Developer's property and replace, replant or otherwise address such failure to maintain any Landscape Area or plants or vegetation, with an invoice of costs incurred by the Town being promptly provided by the Town to Developer. In the event Developer does not pay such invoice within thirty (30) days of receipt by Developer, the Town may file a lien on the Property for the costs it incurred for the work done, including a reasonable administrative fee. Any failure to maintain any Landscape Area, plants or vegetation shall not be considered a default in accordance with Paragraph 7 of this Agreement, and any obligations referenced in said Paragraph shall not be applicable to this Paragraph 2.

C. Notwithstanding any provision in this Paragraph to the contrary, the Town specifically reserves the right to take enforcement action and/or file a complaint against Developer in the Town's municipal court (or other appropriate forum) relative to weeds, tall grass, rubbish, brush and other objectionable, unsightly or unsanitary matter on the Property, in accordance with Article 6.03 of Chapter 6 of the Town's Code of Ordinances, as amended.

3. <u>Certain Business Establishments Prohibited</u>. Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property any of the following business establishments: (1) credit access businesses, as defined in Texas Finance Code § 393.601, as amended, including but not limited to payday lending businesses, "cash for title" lenders, and credit services businesses, as defined in Texas Finance Code § 393.001, as amended); (2) body art facilities; (3) smoke or vape shops; (4) any business entity that sells drug paraphernalia; (5) any business establishment offering gaming or slot machines; (6) sex shops, including but not limited to business entities whose primary purpose is the sale of lewd merchandise; (7) pawn shops; and (8) business entities which primarily utilize outdoor storage or displays. Additionally, Developer agrees and acknowledges that it will not lease, sell or otherwise permit or authorize on the Property a package liquor store, which for purposes of this Agreement is defined as any business entity that is required to obtain a Package Store Permit (P) from the Texas Alcoholic Beverage Commission for the off-premises consumption of alcohol.

4. <u>Covenant Running with the Land</u>. The terms, conditions, rights, obligations, benefits, covenants and restrictions of the provisions of this Agreement shall

be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the Developer and its heirs, representatives, successors and assigns. This Agreement shall be deemed to be incorporated into each deed and conveyance of the Property or any portion thereof hereafter made by any other Developers of the Property, regardless of whether this Agreement is expressly referenced therein.

5. Applicability of Town Ordinances. Developer shall develop the Property, and construct all structures on the Property, in accordance with all applicable Town ordinances and building/construction codes.

6. Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. If either Party is in default under this Agreement, the other Party shall have the right to enforce the Agreement in accordance with applicable law, provided, however, in no event shall any Party be liable for consequential or punitive damages

7. Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Exclusive venue for any action arising under this Agreement shall lie in Collin County, Texas.

8. Notice. Any notices required or permitted to be given hereunder (each, a "Notice") shall be given by certified or registered mail, return receipt requested, to the addresses set forth below or to such other single address as either party hereto shall notify the other:

If to the Town: The Town of Prosper
250 W. First Street
Prosper, Texas 75078
Attention: Town Manager

If to Developer: Carrie Ann Gappinger
607 E. First Street
Prosper, Texas 75078
Attention: Carrie Gappinger

9. Prevailing Party. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the

prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

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

12. Binding Agreement. A telecopied facsimile of a duly executed counterpart of this Agreement shall be sufficient to evidence the binding agreement of each party to the terms herein, including without limitation a scanned copy sent via electronic mail by either Party.

13. Authority to Execute. This Agreement shall become a binding obligation on the Parties upon execution by all Parties hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. The Town Council hereby authorizes the Town Manager of the Town to execute this Agreement on behalf of the Town.

14. Filing in Deed Records. This Agreement, and any and all subsequent amendments to this Agreement, shall be filed in the deed records of Collin County, Texas.

15. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to nonbinding mediation.

16. Notification of Sale or Transfer; Assignment of Agreement. Developer shall notify the Town in writing of any sale or transfer of all or any portion of the Property, within ten (10) business days of such sale or transfer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will

become a Developer of any portion of the Property or that is an entity that is controlled by or under common control with Developer. Each assignment shall be in writing executed by Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement. A copy of each assignment shall be provided to the Town within ten (10) business days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement, the assigning party will be released from any rights and obligations under this Agreement as to the Property that is the subject of such assignment, effective upon receipt of the assignment by the Town. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information.

17. **Sovereign Immunity**. The Parties agree that the Town has not waived its sovereign immunity from suit by entering into and performing its obligations under this Agreement.

18. **Effect of Recitals**. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

20. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original.

21. **Amendment**. This Agreement shall not be modified or amended except in writing signed by the Parties. A copy of each amendment to this Agreement, when fully executed and recorded, shall be provided to each Party, Assignee and successor Developer of all or any part of the Property; however, the failure to provide such copies shall not affect the validity of any amendment.

22. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall

be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply.

23. Waiver of Texas Government Code § 3000.001 *et seq*. With respect to any and all Structures to be constructed on the Property pursuant to this Agreement, Developer hereby waives any right, requirement or enforcement of Texas Government Code §§ 3000.001-3000.005, as amended.

24. Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any Third-Party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

25. Rough Proportionality. Developer hereby agrees that any land or property donated and/or dedicated pursuant to this Agreement, whether in fee simple or otherwise, to the Town relative to any development on the Property is roughly proportional to the need for such land and Developer hereby waives any claim therefor that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to said donation are related both in nature and extent to the impact of the development referenced herein. Both Developer and the Town further agree to waive and release all claims one may have against the other related to any and all rough proportionality and individual determination requirements mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny, as well as any other requirements of a nexus between development conditions and the provision of roadway services to the Property.

26. Exactions/Infrastructure Costs. Developer has been represented by legal counsel in the negotiation of this Agreement and been advised or has had the opportunity to have legal counsel review this Agreement and advise Developer, regarding Developer's rights under Texas and federal law. Developer hereby waives any requirement that the Town retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the Town are roughly proportional or roughly proportionate to the proposed development's anticipated impact. Developer specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with § 212.904 of the Texas Local Government Code; however, notwithstanding the foregoing, Developer hereby releases the Town from any and all liability under § 212.904 of the Texas Local Government Code, as amended, regarding or related to the cost of those municipal infrastructure requirements imposed by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date referenced herein.

TOWN:

THE TOWN OF PROSPER, TEXAS

By: _____
Name: Mario Canizares
Title: Town Manager, Town of Prosper

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the ___ day of _____, 2025, by Mario Canizares, Town Manager of the Town of Prosper, Texas, on behalf of the Town of Prosper, Texas.

_____
Notary Public, State of Texas
My Commission Expires:

_____

DEVELOPER:

CARRIE ANN GAPPINGER

By: Carrie Gappinger
Name: Carrie Gappinger
Title: _____

STATE OF TEXAS)
)
COUNTY OF COLLIN)

This instrument was acknowledged before me on the 12 day of September, 2025, by Carrie Gappinger on behalf of Carrie Ann Gappinger, known to be the person whose name is subscribed to the foregoing instrument, and that he executed the same on behalf of and as the act of Developer.

KHARA SHERRILL
Notary Public, State of Texas
Comm. Expires 04-04-2026
Notary ID 131515877

Khara Sherrill
Notary Public, State of Texas
My Commission Expires:
4-4-2026

Exhibit A
(Property Description & Depiction)

PROPERTY DESCRIPTION:

BEING A 0.681 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 147, BEING ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE ANN GAPPINGER, AS RECORDED IN INSTRUMENT NO. 20200131000139690, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS, AND ALL THAT CERTAIN TRACT OF LAND CONVEYED IN DEED TO CARRIE A. GAPPINGER, AS RECORDED IN INSTRUMENT NO. 20130114000055400, SAID OFFICIAL PUBLIC RECORDS, SAID TRACTS BEING FULLY DESCRIBED BY METES AND BOUNDS IN DEED RECORDED IN INSTRUMENT NO. 20070705000921820, SAID OFFICIAL PUBIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

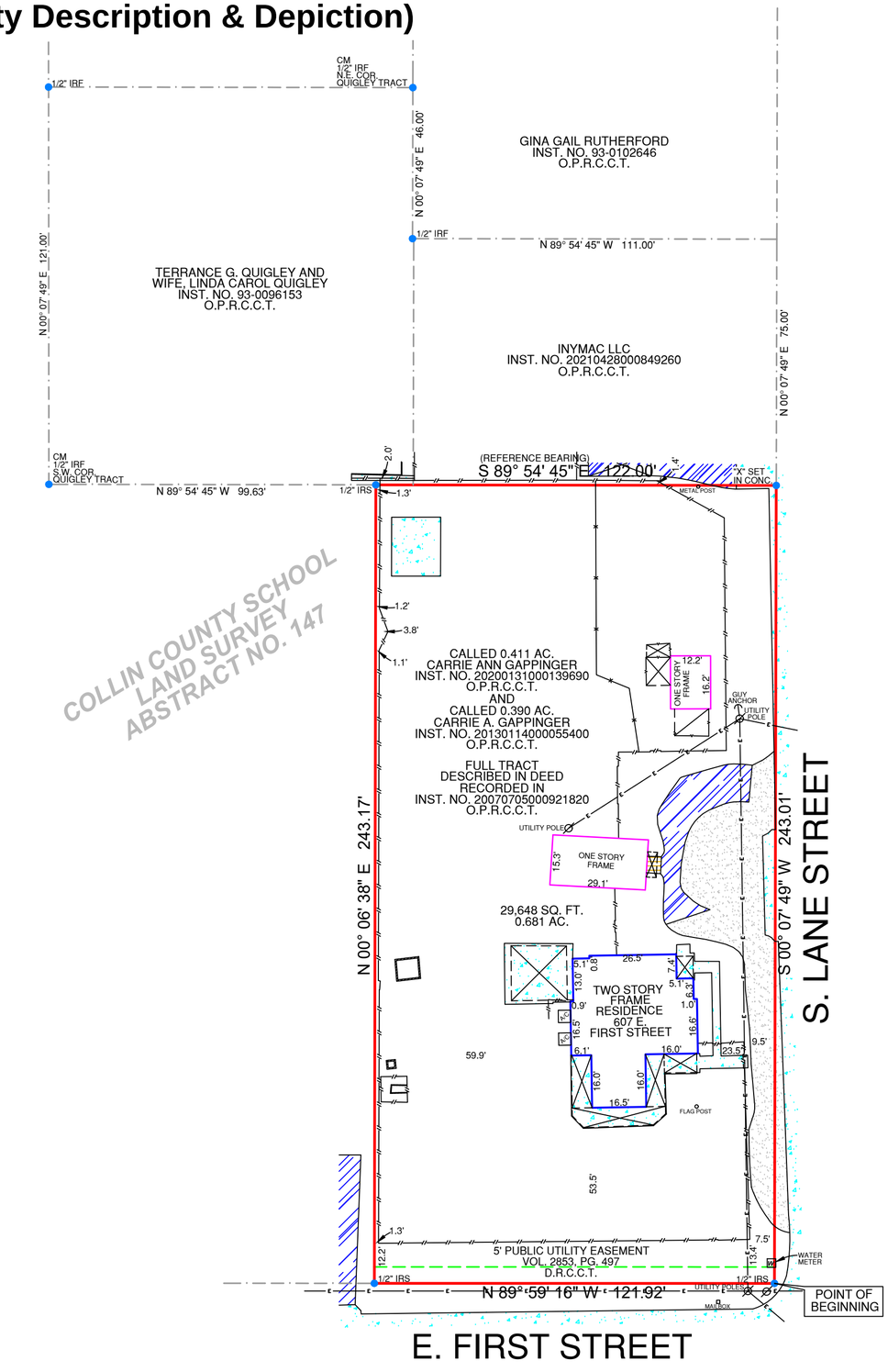
BEGINNING AT A 1/2-INCH IRON ROD SET WITH CAP STAMPED “PREMIER SURVEYING” AT THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, SAID IRON ROD BEIN THE INTERSECTION OF THE WEST LINE OF S. LANE STREET AND THE NORTH LINE OF E. FIRST STREET;

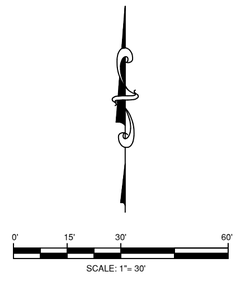
THENCE NORTH 89° 59' 16” WEST, A DISTANCE OF 121.92 FEET ALONG SAID NORTH LINE TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED “PREMIER SURVEYING” AT THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTH 00° 06' 38” EAST, DEPARTING SAID NORTH LINE, A DISTANCE OF 243.17 FEET TO A 1/2-INCH IRON ROD SET WITH CAP STAMPED “PREMIER SURVEYING” AT THE NORTHWEST CORNER OF THIS TRACT, SAID IRON ROD BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO TERRANCE G. QUIGLEY AND WIFE, LINDA CAROL QUIGLEY, AS RECORDED IN INSTRUMENT NO. 93-0096153, AFORESAID OFFICIAL PUBLIC RECORDS;

THENCE SOUTH 89° 54' 45” EAST, A DISTANCE OF 122.00 FEET TO AN “X” SET IN CONCRETE AT THE NORTHEAST CORNER OF THIS TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN DEED TO INYMAC LLC, AS RECORDED IN INSTRUMENT NO. 20210428000849260, SAID OFFICIAL PUBLIC RECORDS, SAID “X” BEING ON THE AFORESAID WEST LINE OF S. LANE STREET;

THENCE SOUTH 00° 07' 49” WEST, A DISTANCE OF 243.01 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING AND CONTAINING 29,648 SQUARE FEET OR 0.681 OF ONE ACRE OF LAND.





FEMA NOTE

FLOOD INFORMATION:
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48085C0235 J, DATED JUNE 2, 2009.

SURVEYOR'S CERTIFICATION:
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER SHOWN HEREON, PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED DEED REFERENCED HEREON.

GENERAL NOTES

1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED IN THE DEED RECORDED IN INST. NO. 20070705000921820, O.P.R.C.C.T.
2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEANDERING.
3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER LISTED HEREON.
4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE. UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

DEVAGRE-25-0004 / ZONE-25-0001

Exhibit A
Property Description & Depiction

607 E. FIRST STREET
CITY OF PROSPER
COLLIN COUNTY, TEXAS

GF#: 2442615-ATDA	
BORROWER: HEATHER FUJIKAWA AND TYSON FUJIKAWA	
TITLE CO.: INDEPENDENCE TITLE	
PREMIER JOB #: 24-09255	
TECH: MSP/AV	DATE: 01/07/25
FIELD: MJ	FIELD DATE: 01/06/25



CONCRETE
BRICK
ASPHALT
WOOD
STONE
GRAVEL
COVERED AREA
CM = CONTROLLING MONUMENT

WOOD FENCE
CHAIN LINK FENCE
WROUGHT IRON FENCE
BARBWIRE FENCE
R.R. TIE RETAINING WALL
BRICK WALL
STONE WALL
OVERHEAD TELEPHONE LINE
OVERHEAD ELECTRIC LINE
IRF = IRON ROD FOUND
IPF = IRON PIPE FOUND
IRS = IRON ROD SET WITH CAP STAMPED "PREMIER"
MFCP = METAL FENCE COR POST
WFCP = WOOD FENCE COR POST

Independence Title

Premier Surveying LLC
5700 W. Plano Parkway
Suite 1200
Plano, Texas 75093
Office: 972-612-3601
Fax: 855-892-0468
Firm Registration No. 10146200

STATE OF TEXAS · REGISTERED · DAVID APPLE · 5932 · PROFESSIONAL LAND SURVEYOR
Registered Professional Land Surveyor

EXHIBIT B
(Building Materials)

Architectural and Material Standards.

i. Review and Approval Process.

1. The conceptual elevations are intended to evoke a general look and feel of the architecture. Changes to materials and architectural elements are permitted so long as the building elevations adhere to the regulations outlined in the Design Guidelines of this Exhibit B.

ii. Design Guidelines.

1. Exterior alterations to existing structures, not related to maintenance, must be approved by the Director of Development Services.
2. New structures shall consist of masonry materials including clay fired brick, natural, precast, and manufactured stone, granite, three-step stucco, and marble. Other materials may be approved by the Director of Development Services.
3. New structures shall incorporate covered porches into the front façade, a multiplicity of roof forms, and high pitch roof lines. Recommended architectural styles are Craftsman, Folk Traditional, and Victorian.









TOWN OF PROSPER
A Place Where Everyone Matters

PARKS AND RECREATION DEPARTMENT

To: **Mayor and Town Council**

From: **Dan Baker, Parks and Recreation Director**

Through: **Mario Canizares, Town Manager**
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director

Re: **Raymond Community Park CMAR Change Order No. 4 & Professional Services Agreements**

Town Council Meeting – September 23, 2025

Strategic Visioning Priority: 1. Acceleration of Infrastructure
4. Provide Excellent Municipal Services

Agenda Item:
Consider and act upon authorizing the Town Manager to execute Change Order No. 4 to Dean Construction, and Professional Services Agreement amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of $613,160.

Description of Agenda Item:
The proposed Change Order will provide new sod in areas previously earmarked for hydromulch grass and protect that sod from future disruption when an irrigation well and submersible pump are installed. The contract amendments are necessary for the design and "best value" procurement for that future irrigation well and submersible pump system and the associated improvements in Raymond Community Park. The total expenditures are detailed below:

1. Dean Construction (DCI) for additional sod in the amount of $353,129; irrigation system preparation for installation of a future well and submersible pump system in the amount of $81,752; and a contingency amount of $69,319 for a total increase to the Guaranteed Maximum Price (GMP) for Raymond Community Park in the amount of $504,200.

2. Professional Services Amendment #2 to Peak Program Value, LLC, (PPV) for the additional services required for the approved scope of Work added to the Raymond Community Park in the amount of $81,460.

3. Professional Services Amendments #4 and 5 to Dunaway Associates, LLC, (DWY) for the additional services required for the approved Scope of Work added to the Raymond Community Park in the amount of $27,500.

The CIP Subcommittee and Parks and Recreation Board have recommended moving forward with the full sod in lieu of hydromulch, multipurpose field lighting, as well as the irrigation well and submersible pump system.

Budget Impact:
These costs total $613,160 as itemized above.

The total Project Budget is $26,485,000. Funds for these requested approvals are available in account PK202122 – Raymond Community Park. The additional funding sources were approved by the Capital Improvement Projects Subcommittee.

See the Sources Table below for a summary of these sources and uses to date:

Raymond Community Park Sources vs. Uses Accounting	
Total Project Funding Sources per CIP on 15 JUL 2025	**26,485,000**
Current Uses Approved by the Town Council after CO #3	(23,973,797)
Total Unencumbered Sources After CO #03	**2,511,203**
Pending Uses Budget for DCI Change Order # 04	(504,200)
Pending Uses for Professional Fees (DWY + PPV)	(108,960)
Total Sources Budget After CO #4 + Fees	**1,898,044**

The past and projected future change orders are as follows:

Item	Approval Date	Scope	Cost
GMP #1	December 12, 2023	Site Work	$8,543,776
GMP #2	May 28, 2024	Baseball Complex, Multipurpose fields (no lights, hydromulch), 8 Pickleball Courts, Playground, Restroom, Parking	$9,363,174
Change Order #1	December 10, 2024	Trail (partially grant funded), Multipurpose Field Irrigation	$1,350,756
Change Order #2	January 14, 2025	Tennis Courts	$536,146
Change Order #3	July 22, 2025	Multipurpose Field Lighting ($950,000 funded by PASO)	$1,932,621
Change Oder #4 (Proposed)	September 23, 2025	Sod in lieu of hydromulch in common areas, irrigation work for future well	$504,200
Change Order #5 (Future)	TBD	Water Well and Submersible Pumps	$2,270,877
Design	March 21, 2022 - Present	Dunaway Associates, original contract through Amendment #5	$1,470,850
Project Management	February 22, 2024 - Present	Peak Program Value, original contract through Amendment #2	$287,600
Water to Establish Park		Required charge to project budget	$225,000
Estimated Total Project Cost			**$26,485,000**

Legal Obligations and Review:
Terrence Welch of Brown & Hofmeister, L.L.P., has approved the attached documents as to form and legality.

Attached Documents:
1. Change Order No. 4 for DCI
2. PSA Amendment # 2 for PPV
3. PSA Amendment #s 4 and 5 for DWY

Town Staff Recommendation:

Town Staff recommend that the Town Council authorize the Town Manager to execute Change Order No. 4 to Dean Construction, and Professional Services Agreement amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of $613,160.

Proposed Motion:

I move to authorize the Town Manager to execute Change Order No. 4 to Dean Construction, and Professional Services amendments for Dunaway Associates, LLC, and Peak Program Value, LLC, for Raymond Community Park, in the amount of $613,160.

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Change Order

PROJECT: *(Name and address)* Raymond Community Park Prosper, TX	**CONTRACT INFORMATION:** Contract For: General Construction Date: November 23, 2022	**CHANGE ORDER INFORMATION:** Change Order Number: 04 Date: September 24, 2025
OWNER: *(Name and address)* Town of Prosper 250 W First Street Prosper, TX 75078	**ARCHITECT:** *(Name and address)* Dunaway 550 Bailey Ave, #400 Fort Worth, TX 76107	**CONTRACTOR:** *(Name and address)* Dean Electric, Inc. dba Dean Construction 701 Hall Street Cedar Hill, TX 75104

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Change the Contract Sum from $21,726,473.00 to $22,230,673.00.
The Scope of Work is modified as shown in the attached DCI PCR 042A dated 22 JUL 25 and DCI PCR 046 dated 08 SEP 25.

The original Guaranteed Maximum Price was	$	17,906,950.00
The net change by previously authorized Change Orders	$	3,819,523.00
The Guaranteed Maximum Price prior to this Change Order was	$	21,726,473.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	$	504,200.00
The new Guaranteed Maximum Price including this Change Order will be	$	22,230,673.00

The Contract Time will be increased by thirty (30) days.
The new date of Substantial Completion will be increased to December 05, 2025 until a subsequent Change Order modifies it. See Contract Schedule attached which supersedes previous schedules.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Dunaway **ARCHITECT** *(Firm name)*	Dean Electric, Inc. dba Dean Construction **CONTRACTOR** *(Firm name)*	Town of Prosper **OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Arron Law, Team Leader **PRINTED NAME AND TITLE**	Tyler Firebaugh, Vice President **PRINTED NAME AND TITLE**	Mario Canizares, Town Manager **PRINTED NAME AND TITLE**
9/15/2025 **DATE**	9/15/2025 **DATE**	**DATE**

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User Notes: (3B9AD

CO # 04 - CMAR's Cost + Fees and Owner's Contingency inside the GMP

Item #	Description	Subtotal	Total	Comments
CMAR's Current Contract Sum			**21,726,473**	**Total Matches Executed CO # 03**
1.00	Full Sod in All Locations in lieu of Hydromulch	353,128.79		12 SEP 2025 PCR 42.A (Final PRC Amount after Validation)
2.00	Full Sod Contingency *inside the GMP*	52,969.00		Unforeseeable Conditions (Weather, etc.)
	Subtotal Full Sod Option	**406,097.79**		
1.00	Irrigation Lines to Prepare for Well Installation	81,751.79		15 SEP 2025 PCR 46 (Final PRC Amount after Validation)
2.00	Owner's Irrigation Lines Contingency *inside the GMP*	16,350.00		Unforeseeable Conditions (Soils, Rain, etc.)
Subtotal Irrigation Lines for Well Preparation		**98,101.79**		
	Proposed CO # 04 Total & CMAR's New Contract Sum after CO #34	**504,200**	**22,230,673**	**Totals Rounded to Match CO #04**

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PPV 12 SEP 2025:
We have validated the costs shown in this PCR.

Ready for DWY and City review and approval.

Proposed Change Request 42A

PPV 12 SEP:
Works out to 0.15/SF credit, which is reasonable.

PROJECT: RAYN[illegible] - GMP 2

DATE	DESCRIPTION	SUBCONTRACTOR	AMOUNT
9/11/2025	Credit for hydromulch (7S3,3S9 SF)	Dean Construction	-$113,24S.00
9/11/2025	Replacement of hydromulch with Common Bermuda Sod	Dean Construction	$399,280.27
	Subtotal		$286,03S.27
9/11/202S	15% markup	Dean Construction	$42,905.29
9/11/202S	General Conditions/Insurance - 4.73S%	Dean Construction	$15,S75.34
9/11/202S	Fee - 2.50%	Dean Construction	$8,612.90
TOTAL			$353,128.79

PPV 12 SEP:
As a note to 3rd party reviewers, DCI is performing the work as the subcontractor. As such, PPV can validate that the market value of the OH&P for a landscaper for this scope of work would be at least 15%, based on our market data.

PPV 12 SEP:
These markups are per the original Agreement.
GTG.

PPV 12 SEP:
$0.53/SF for this common Bermuda sod is reasonable based on PPV's historic data.

See confirmation of deduct from Tiff 419 attached.

GTG.

PPV 12 SEP:
We appreciate the $18,600.84 savings over the earlier Tiff 419 proposal.

Nice work, team.

City Acknowledgement:	Kurt Beilharz	Date: 09/15/2025
Architect Acknowledgement:		Date: 09/12/2025
Contractor Acknowledgment:		9/11/202S

Kirsten

From: randall price <randy@tritexgrass.com>
Sent: Friday, September 12, 2025 12:10 PM
To: Tyler
Cc: Kirsten
Subject: Re: Common vs 419

Good Afternoon Tyler,

You are correct. There is a $0.02 price variation between the TifWay419 and the Common Bermudagrass. Let me know when you are ready!

Respectfully,

Randy Price
Super Sod
817-243-2363

On Sep 12, 2025, at 11:19 AM, Tyler <Tyler@dean-construction.com> wrote:

Randy,

I know we talked about it on the phone but can you confirm that the 419 is .02 more than common? The consultant just needs some kind of back up documentation.

Thank you,

Tyler Firebaugh
Vice President/Project Manager
<image001.png>
Office 972-291-7153
Cell 214-762-1408
tyler@dean-construction.com

Request for Information

From:	Dean Electric Inc. dba Dean Construction 701 Hall Street Cedar Hill, TX 75104
To:	Dunaway- Arron Law 550 Bailey Ave, #400 Fort Worth, TX

Project:	Raymond Community Park 2101E First Street Prosper, TX	RFI No. Date Requested Reply Date	68 9/11/2025 9/18/2025

RFI Description: Fully describe the question or type of information request.

Can you please confirm the locations and types of sod listed below are acceptable?
Kurt confirmed on our call today all hydromulch (not including ballfields – which will be TifTuf Sod & Multi-purpose Fields – which will be Tif419), is requested to be changed to Common Bermudagrass.

PCR08 – Ballfields are TifTuf: PREVIOUSLY APPROVED
PCR36 – Multi-Purpose Fields are Tif419: PREVIOUSLY APPROVED
PCR42A – Update reference to Tif419 to denote Common Bermudagrass & price / resend for approval

Reference Attachments (if applicable):

Sender's Recommendation: Fully describe the possible corrections and any cost/schedule changes associated.

Yes, the above information is correct and the town confirms. They would like to proceed with all additional hydromulch not including the multi-use area or ballfield area to have common bermudagrass sod. Common Bermudagrass SOD spec sheet to be submit for approval. APL 09/11/2025

Receiver's Reply: Provide answer to RFI, including cost or schedule considerations.

PPV 15 SEP 2025:
Based on the new information provided, we can validated the costs shown in this PCO now.

Ready for DWY and ToP review and approval.

Proposed Change Request 46

PPV 15 SEP: This subcontractor cost has been validated now.

PROJECT: RAYMOND COMMUNITY PARK - GM

DATE	DESCRIPTION		AMOUNT
9/8/2025	ASI 20 - Irrigation Add	Firefighters Landscape	$76,152.04
7/10/2025	General Conditions/Insurance - 4.735%	Dean Construction	$3,605.80
7/10/2025	Fee - 2.50%	Dean Construction	$1,993.95
TOTAL			$81,751.79

PPV 15 SEP: These markups are per the original Agreement. GTG.

PPV 12 SEP: We appreciate the $11,239.89 savings over the earlier REV 01 proposal.

Nice work, team.

City Acknowledgement: Kurt Beilharz	Date: 9/15/2025
Architect Acknowledgement:	Date: 9/15/2025
Contractor Acknowledgment:	Date: 9/15/2025

$92,991.68

Firefighter's Landscape & Design L.L.C.
822 E State Highway 121
Lewisville, TX 75057 US
+12145920009

ADDRESS
Dean Construction

SHIP TO
Dean Construction

Estimate 25-612

Date 09/12/2025

Expiration 10/12/2025

DESCRIPTION	QTY	RATE	AMOUNT
Change Request Raymond Park - ASI#20 - Mainline - Revised with backup	1	0.00	0.00
Lump Sum - This Estimate or Invoice as stated at the top of this document is representative of a LUMP SUM CONTRACT. ALL billing will be based on lump sum contract guidelines.	1	0.00	0.00
Irrigation in Texas is regulated by the Texas Commission on Environmental Quality TCEQ MC-178 P.O. Box 13087, Austin, Texas 78711-3087	1	0.00	0.00
*** Gate Valves***			
4" Gate valve Leemco	3	773.92	2,321.76
Gate Valve pipe Restraints	6	342.44	2,054.64
Valve Box - Jumbo Highline	3	102.28	306.84
Valve Box Lid NP - Highline	3	66.35	199.05
		Subtotal:	4,882.29
*** Pipe***			
4" - Mainline Gasket - East fields	1,030	2.43	2,502.90
4" - Mainline Gasket - Baseball fields	340	2.43	826.20
4" - Mainline Gasket - West fields	1,260	2.43	3,061.80
4" - Ductile fittings with thrust blocks - 45 degree, 90 degree, "T's"	1	24,306.85	24,306.85
4" - Ductile fittings - 90 degree	8	122.09	976.72
Pipe Restraints	16	342.44	5,479.04
4" - Ductile fittings- "T"	3	196.40	589.20
Pipe Restraints	6	342.44	2,054.64
4" - Ductile fittings- 45 Degree	20	125.04	2,500.80
Pipe Restraints	40	342.44	13,697.60
		Subtotal:	55,995.75

PPV 15 SEP: These material unit costs have been validated by PPV.

PPV 15 SEP: 31 cast-in-place concrete thrust blocks w/fittings at ~ $ 784/EA is reasonable.

DESCRIPTION	QTY	RATE	AMOUNT
POC			
Connection into existing mainline and flushing system	1	1,750.00	1,750.00
Labor -Laborer	16	35.00	560.00
Labor - Irrigator/foreman	8	45.00	360.00
Labor Equipment - per day	0.50	250.00	125.00
Testing all zone downstream for no debris	16	35.00	560.00
Parts	1	250.00	250.00
			Subtotal: 3,605.00
*** Mainline Bore- East Approach***			
6" Bore for east field mainline ($37 a LF + $2,500 Mobilization)	35	108.4285714	3,795.00
			Subtotal: 3,795.00
Profit and over head 10%	1	7,874.00	7,874.00
SUBTOTAL			76,152.04
TAX (0%)			0.00
TOTAL			$76,152.04

PPV 15 SEP: Subcontractor OH&P is per contract. GTG.

PPV 15 SEP: Labor & equipment rates & hours shown are reasonable, based on PPV's historic data.

Accepted By

Accepted Date

TOWN OF PROSPER, TEXAS
PARKS AND RECREATION DEPARTMENT

July 14, 2025

ASI#20 – Irrigation Changes

Raymond Community Park Phase 1

To: All Plan Holders of Record

From: Town of Prosper – Parks and Recreation Department (Kurt Beilharz) & Dunaway Associates (Arron Law)

This Proposal Request modifies, amends, deletes, and/or adds to the Drawings and Project Manual as follows:

The following items are noted for clarification and information:

1. L5.00 – Overall Irrigation Plan
   - Irrigation Schedule updated
   - Pumps and mainline updates

2. L5.01 – Irrigation Plan – Area 1
   - Added note for disconnection of 4" meter
   - Show mainline disconnect in air gap valve box
   - Lateral line connection from spray valve #3 to shrub bed valve #5. (RFI 063)

3. L5.02 – Irrigation Plan – Area 2
   - Added note for disconnection of 4" meter
   - Sow mainline disconnect in air gap valve box

4. L5.03 – Irrigation Plan – Area 3
   - Added note for disconnection of 4" meter
   - Sow mainline disconnect in air gap valve box

5. L5.08 – Irrigation Plan – Area 8
   - Add irrigation mainline and sleeve for new north pump location

6. L5.09 – Irrigation Plan – Area 9
   - Add irrigation mainline and sleeve for new north pump location

7. L5.10 – Irrigation Plan – Area 10
   - Add irrigation mainline for new north pump location

8. L5.11 – Irrigation Plan – Area 11
   - Add irrigation mainline for new north pump location

9. L5.12 - Irrigation Plan – Area 12
   - Add irrigation mainline for new north pump location

10. L5.14 – Irrigation Plan – Area 14
    - Add irrigation mainline for new north pump location

11. L5.15 – Irrigation Plan – Area 15
    - Updated viewport area to exclude pump area so that it could be shown on one whole sheet (Sheet L5.18)
    - Add irrigation mainline for new north pump location

12. L5.17 – Irrigation Plan – Area 17
    - Removed mainline that fed old pump location

13. L5.18 – Irrigation Plan – Area 18
    - Updated viewport area to include all pump/well equipment
    - Added pumps, equipment, updated locations and added/updated notes

Notes:

1. Pump mainline for south east irrigation, approx. additional 1,165 lf of 4" mainline.
2. Pump mainline for south west irrigation, approx. additional 1,237 lf of 4" mainline.
3. Pump mainline for remining field & site irrigation, approx. additional 300 lf of 4" mainline
4. Pump mainline sleeve for sough west irrigation approx. 61 lf for 4" mainline.
5. Removal of 4" mainline from north west side to old pump location, approx. reduction of 4" 576 of 4" mainline.

END OF ASI#20

MATCHLINE (SEE SHEET L1.18)

MATCHLINE (SEE SHEET L1.14)

MATCHLINE (SEE SHEET L1.16)

MATCHLINE (SEE SHEET L1.10)

OUTFALL, REF. CIVIL

APPROX. PUMP AND PUMP STATION AREA, FIELD VERIFY LOCATION WITH CITY, LANDSCAPE ARCHITECT, AND PUMP INSTALLER. FINAL LAYOUT OF EQUIPMENT TO BE SUBMIT FOR APPROVAL

EXISTING POND

DETENTION POND, REF. GRADING AND CIVIL

DETENTION POND, REF. GRADING AND CIVIL

OUTFALL, REF. CIVIL

PLAYGROUND ENLARGEMENT REF. SHEET L1.22

STORM LINE, REF. C4.06

SANITARY SEWER SERVICE, REF. C7.02

SANITARY SEWER FORCE MAIN, REF. C7.05

8' HT. AMERISTAR MONTAGE INDUSTRIAL FENCE & GATE, 3-RAIL PANEL, STANDARD BOTTOM, FENCE STYLE: INVINCIBLE, COLOR BLACK. SUBMIT PRODUCT DATA FOR APPROVAL

7 VEHICULAR STRIPING

9 ACCESSIBLE PARKING SYMBOL

5 VEHICULAR CONCRETE PAVING

CURB INLET

CURB INLET

10 CONCRETE WHEELSTOP

12 ACCESSIBLE RAMP

11 ACCESSIBLE PARKING SIGN

PROPOSED PARKING AND DRIVE LIGHTS, REF. MEP

12' W

20'-0"

24'-0"

5'-0"

R40'-6"

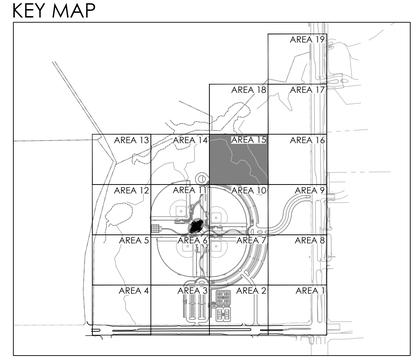
LEGEND

- PROPERTY LINE
- ENLARGEMENTS
- EXISTING FENCE LINE
- EXISTING OVERHEAD ELECTRIC — EX - OH
- EXISTING WATER — EX - W
- EXISTING FIBER OPTIC LINE — EX - FO
- FIRE LANE STRIPING — FL
- EXISTING CONCRETE CURB
- EXISTING FIRE HYDRANT
- EXISTING STORM DRAIN INLET
- EXISTING POWER POLE
- TEMPORARY BENCHMARK LOCATION (TBM)
- EXISTING TREE TO REMAIN

CONSTRUCTION KEY

SYM.	KEY	DESCRIPTION	DETAIL NO:	DETAIL SHEET:	PACKAGE:
	1	PEDESTRIAN CONCRETE PAVING	A	L3.01	BP#2
	2	ENHANCED CONCRETE PAVING	A	L3.01	BP#2
	3	CONTROL JOINT	B	L3.01	BP#2
	4	EXPANSION JOINT	D	L3.01	BP#2
	5	VEHICULAR CONCRETE PAVING	REF. CIVIL		BP#1
	6	CONCRETE CURB & GUTTER	REF. CIVIL		BP#1
	7	VEHICULAR STRIPING	B	L3.02	BP#2
	8	REMOVABLE BOLLARD	REF. SPECS		BP#2
	9	ACCESSIBLE PARKING SYMBOL	C	L3.02	BP#2
	10	CONCRETE WHEELSTOP	E	L3.02	BP#2
	11	ACCESSIBLE PARKING SIGN	A	L3.02	BP#2
	12	ACCESSIBLE RAMP	G	L3.02	BP#2
	14	ACCESSIBLE RAMP W/ HANDRAIL	F	L3.02	BP#2
	15	MONUMENT SIGN	C	L3.11	BP#2
	16	CONCRETE MOW STRIP	D	L3.02	BP#2
	17	PERIMETER ENTRY GATE	F	L3.03	BP#2
	18	8' HT. CHAINLINK FENCE W/ MOW STRIP	C	L3.04	BP#2
	19	MAINTENANCE GATE	D	L3.04	BP#2
	20	QUARRY BLOCK RET. WALL	F	L3.13	BP#2
	21	QUARRY BLOCK BENCH	B & C	L3.03	BP#2
	22	BATTING CAGES	A & B	L3.09	BP#2
	23	CONCRETE FLUME AT BALLFIELD	C	L3.14	BP#2
	24	DETECTABLE WARNING CAST IN PLACE PLATES		C8.04	BP#2
	25	ENTRY GATEWAY	A	L3.11	BP#2
	26	BALLFIELD SCOREBOARD	REF. MEP / SPECS		BP#2
	27	BALLFIELD LIGHT	REF. MEP		BP#2
	28	LANDSCAPE DRAIN: REF. CIVIL FOR CONNECTION	E	L3.10	BP#2
	29	LITTER RECEPTACLE	REF. SPECS		BP#2
	30	BARRIER RAIL	F	L3.13	BP#2
PA	31	PLANTING AREA	REF. PLANTING PLAN		BP#2

KEY MAP



NORTH

GRAPHIC SCALE 0 20 40

1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
1.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

LAYOUT PLAN - AREA 15

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1

WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG# F-1116)

REGISTERED LANDSCAPE ARCHITECT
AARON P. LAWRENCE
3367
STATE OF TEXAS
04/02/2025

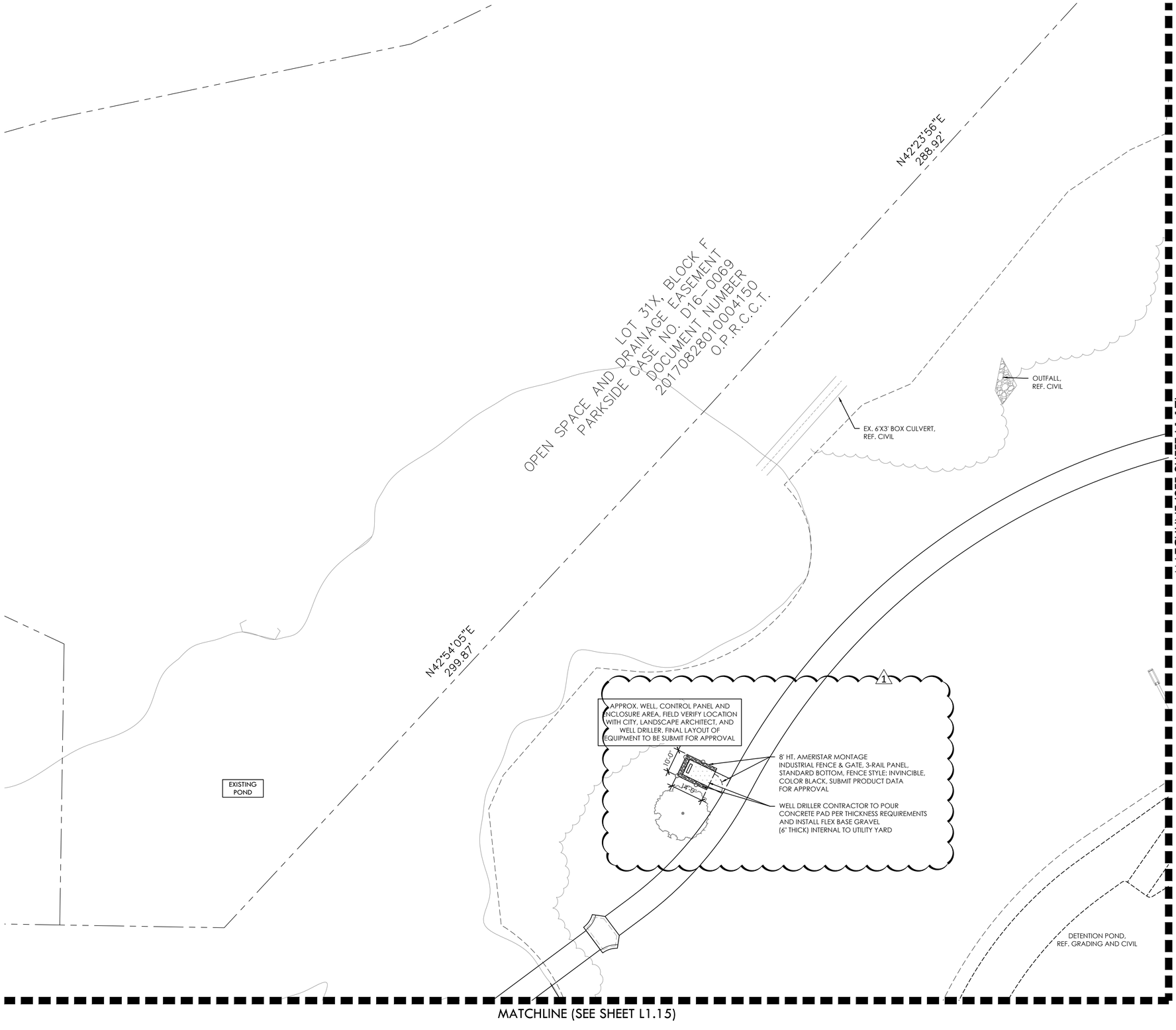
JOB NO.	7691.001
DESIGNED BY:	APL
DRAWN BY:	AAL
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L1.15

BID PACKAGE #2

BID PACKAGE #1

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FILENAME: 7691-Layout Plan.dwg
PLOTTED BY: Aaron Lawrence
PLOTTED ON: Tuesday, July 22, 2025



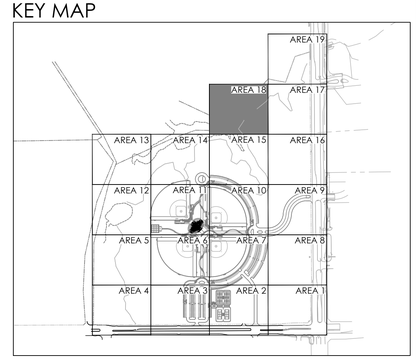
LEGEND

- PROPERTY LINE
- ENLARGEMENTS
- EXISTING FENCE LINE
- EXISTING OVERHEAD ELECTRIC — EX - OH
- EXISTING WATER — EX - W
- EXISTING FIBER OPTIC LINE — EX - FO
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CONSTRUCTION KEY

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	7	VEHICULAR STRIPING	B	L3.02	BP#2
	8	REMOVABLE BOLLARD	REF. SPECS		BP#2
	9	ACCESSIBLE PARKING SYMBOL	C	L3.02	BP#2
	10	CONCRETE WHEELSTOP	E	L3.02	BP#2
	11	ACCESSIBLE PARKING SIGN	A	L3.02	BP#2
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	14	ACCESSIBLE RAMP W/ HANDRAIL	F	L3.02	BP#2
	15	MONUMENT SIGN	C	L3.11	BP#2
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	21	QUARRY BLOCK BENCH	B & C	L3.03	BP#2
	22	BATTING CAGES	A & B	L3.09	BP#2
	23	CONCRETE FLUME AT BALLFIELD	C	L3.14	BP#2
	24	DETECTABLE WARNING CAST IN PLACE PLATES		C8.04	BP#2
	25	ENTRY GATEWAY	A	L3.11	BP#2
	26	BALLFIELD SCOREBOARD	REF. MEP / SPECS		BP#2
	27	BALLFIELD LIGHT	REF. MEP		BP#2
	28	LANDSCAPE DRAIN: REF. CIVIL FOR CONNECTION	E	L3.10	BP#2
	29	LITTER RECEPTACLE	REF. SPECS		BP#2
	30	BARRIER RAIL	F	L3.13	BP#2
PA	31	PLANTING AREA	REF. PLANTING PLAN		BP#2

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

NO.	DATE	REVISIONS DESCRIPTION
1.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

LAYOUT PLAN - AREA 18

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

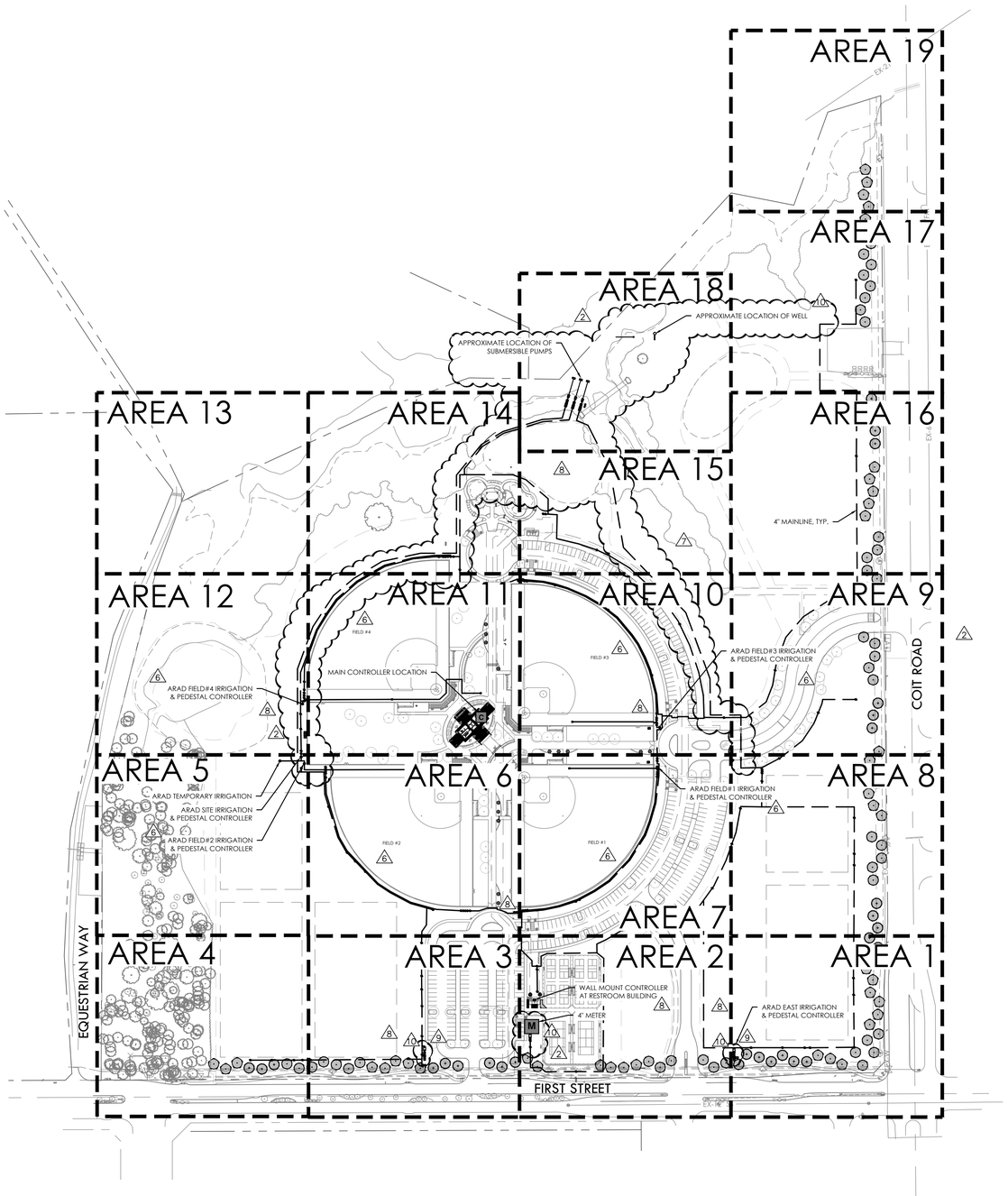
REGISTERED LANDSCAPE ARCHITECT
ARRON D. ANK
3367
STATE OF TEXAS
04/02/2025

JOB NO.	7691.001
DESIGNED BY:	APL
DRAWN BY:	AAL
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L1.18

BID PACKAGE #2
BID PACKAGE #1

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FILENAME: 7691-Layout Plan.dwg
PLOTTED BY: Aaron Ank
PLOTTED ON: Tuesday, July 22, 2025



IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
2Q 2H 4Q 4H 6Q 6H	SPRAY: HUNTER PROS-06/012-PRS30-R SR SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
ES LCS RCS CS SS	SPRAY: HUNTER PROS-06/012-PRS30-R STRIP SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q H F	SPRAY: HUNTER PROS-06/012-PRS30-R 5 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q T H F	SPRAY: HUNTER PROS-06/012-PRS30-R 8 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q T H F	SPRAY: HUNTER PROS-06/012-PRS30-R 10 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q T H TQ F	SPRAY: HUNTER PROS-06/012-PRS30-R 12 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q T H TQ F	SPRAY: HUNTER PROS-06/012-PRS30-R 15 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
Q H	SPRAY: HUNTER PROS-06/012-PRS30-R 17 SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
4 6 8 10 12 15 17	SPRAY: HUNTER PROS-06/012-PRS30-R ADJ SERIES SPRAY, 30 PSI REGULATED POP-UP. CO-MOLDED WIPER SEAL WITH UV RESISTANT MATERIAL. INSTALL 12" POP UP IN ALL SHRUB PLANTING AREAS, INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
25Q 50Q 50H 10H 10F 20F	BUBBLER: HUNTER PROS-04-CV-R-MSBN MULTI-STREAM BUBBLER, 4IN. POP-UP, FACTORY INSTALLED DRAIN CHECK VALVE, RECLAIMED BODY CAP, 25=.25GPM, 50=0.5GPM, 10=1.0GPM, 20=2.0GPM. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
35	HUNTER I-40-06-SS 08 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
25	HUNTER I-40-06-SS 25 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
1.5	ROTOR: HUNTER I-20-06-R 1.5 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
3.0	ROTOR: HUNTER I-20-06-R 3.0 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
4.0	ROTOR: HUNTER I-20-06-R 4.0 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.
8.0	ROTOR: HUNTER I-20-06-R 8.0 TURF ROTOR, 6IN. POP-UP. ADJUSTABLE AND FULL CIRCLE. PLASTIC RISER. DRAIN CHECK VALVE. STANDARD NOZZLE. INSTALL 6" POP UP IN ALL GRASS AREAS. INSTALL PURPLE NOZZLE FOR NON-POTABLE USE.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	CONTROL VALVE: HUNTER ICV-R 1-1/2" 1", 1-1/2", 2", AND 3" PLASTIC ELECTRIC REMOTE CONTROL VALVES, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE. INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.
	QUICK COUPLER: RAIN BIRD 5-NP 1" 1IN. BRASS QUICK-COUPLING VALVE, WITH CORROSION-RESISTANT STAINLESS STEEL SPRING, LOCKING NON-POTABLE PURPLE RUBBER COVER, AND 1-PIECE BODY. INSTALL QUICK COUPLERS ON FIELDS, QTY-4, IN 10" ROUND VAVLE BOXES. CONTROL QUICK COUPLERS THROUGH PHONE APP. INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.
	BALL VAVLE: LASCO INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.
	GATE VALVE: LASCO BRASS INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.

ARAD-L	MAIN ARAD: 4" FLOW METER/MASTER VALVE 4" PART# IS-BM-40 AC 1=100 INSTALL 6 WIRES (NO RED OR WHITE) COLOR 1: 2-SOLENOID COLOR 2: 2-DATA COLOR 3: 2-EXTRA INSTALL 12 GUAGE WIRE FROM ACE CONTROLLER TO POINT OF CONNECTION. INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.
ARAD-S	SUB ARAD: 3" FLOW METER/MASTER VALVE 3" PART# IS-BM-30 AC 1=10 INSTALL 6 WIRES (NO RED OR WHITE) COLOR 1: 2-SOLENOID COLOR 2: 2-DATA COLOR 3: 2-EXTRA INSTALL IN VALVE BOX WITH PURPLE LID FOR NON-POTABLE USE.
RPZ	RPZ BACKFLOW: FEBCO LF860-FS LARGE 4" REDUCED PRESSURE BACKFLOW PREVENTER
C	BALL FIELD CONTROLLERS: MOTOROLA IRRINET M EXTERIOR PEDESTAL MOUNT CONTROLLER WITH SURGE 12 STATION PART# IS-R1A-RU-SS
CF	BALL FIELD CONTROLLERS: MOTOROLA IRRINET M EXTERIOR PEDESTAL MOUNT CONTROLLER WITH SURGE 12 STATION PART# IS-R1A-RU-SS
CS	COMMON AREA SITE CONTROLLER: MOTOROLA IRRINET M EXTERNAL PEDESTAL MOUNT 48 STATION PART# IS-R4A-RU-SS
CM	MAIN CONTROLLER: MOTOROLA ACE INTERIOR WALL MOUNT CONTROLLER WITH SURGE 80 STATION PART# IS-A5A-IPU-RN-WS CONTROLLER CABINET 34"WIDE X 45" TALL X 10" DEEP CONTRACTOR TO COORDINATE DOOR HINGE SIDE WITH MANUFACTURER.
C-E	SOUTHEAST CONTROLLER: MOTOROLA IRRINET M EXTERIOR PEDESTAL MOUNT CONTROLLER WITH SURGE 36 STATION PART#IS-R3A-RU-SS
RF	RAIN/FREEZE SENSOR: HUNTER WRF-CLIK RAIN/FREEZE SENSOR, INSTALL WITHIN 1000 FT OF CONTROLLER. IN LINE OF SIGHT. 22-28 VAC/VDC 100 MA POWER FROM TIMER TRANSFORMER. MOUNT AS NOTED. INCLUDES GUTTER MOUNT.
P	BOOSTER PUMP - BASE BID INCONTROL 273 GPM AT 60 PSI BOOSTER 15 HP PUMP/MOTOR / SEE SHEET L5.24 MONSOON SERIES, APPROX 6' L X 3'-7" D X 6'H 480 VOLT/3 PHASE OR 240 VOLT/3 PHASE
SP1	SUBMERSIBLE PUMP - BID ALT 275 GPM AT 100 PSI BOOSTER / SEE SHEET L5.23 10 HP MAIN PUMP/MOTOR & 7.5 HP JOCKEY PUMP/MOTOR SUBMARINE TURBINE SERIES WITH SELF CLENAING FILTER APPROX 6' L X 4'W X 4' H 240 VOLT/3 PHASE
SP2	SUBMERSIBLE PUMP - BID ALT 275 GPM AT 100 PSI BOOSTER 10 HP MAIN PUMP/MOTOR & 7.5 HP JOCKEY PUMP/MOTOR SUBMARINE TURBINE SERIES WITH SELF CLENAING FILTER APPROX 6' L X 4'W X 4' H 240 VOLT/3 PHASE
SP3	SUBMERSIBLE PUMP - BID ALT 275 GPM AT 100 PSI BOOSTER 10 HP MAIN PUMP/MOTOR & 7.5 HP JOCKEY PUMP/MOTOR SUBMARINE TURBINE SERIES WITH SELF CLENAING FILTER APPROX 6' L X 4'W X 4' H 240 VOLT/3 PHASE
4"M	WATER METER 4" STATIC PRESSURE OF 80 PSI AT METER PROVIDED BY THE CITY ON 9/7/2023.
4"M	WATER METER 4" STATIC PRESSURE OF 80 PSI AT METER PROVIDED BY THE CITY ON 9/7/2023.
4"M	POINT OF CONNECTION 4" STATIC PRESSURE OF 80 PSI AT METER PROVIDED BY THE CITY ON 9/7/2023.
POC	POINT OF CONNECTION 4"
POC	POINT OF CONNECTION 4"
POC	POINT OF CONNECTION 4"
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1/2" INSTALL PURPLE PIPE FOR NON-POTABLE USE.
IRR-M IRR-SM	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 3/4" INSTALL PURPLE PIPE FOR NON-POTABLE USE.
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1" INSTALL PURPLE PIPE FOR NON-POTABLE USE.
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1 1/4" INSTALL PURPLE PIPE FOR NON-POTABLE USE.
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 1 1/2" INSTALL PURPLE PIPE FOR NON-POTABLE USE.
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 2" INSTALL PURPLE PIPE FOR NON-POTABLE USE.

NOTES:

1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

NORTH

GRAPHIC SCALE
0 150 300
1 inch = 150'

REVISIONS		
NO.	DATE	DESCRIPTION
6.	1/30/2025	ASI # 17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI # 19 - IRRIGATION ADDITIONAL METER UPDATES
9.	6/12/2025	RFI #59 - IRRIGATION BACKFLOW UPDATE
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

OVERALL IRRIGATION PLAN

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817 335.1121
(TX REG: F-11756)

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.00

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2021\001\769\1001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.08)

MATCHLINE (SEE SHEET L5.02)

6

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

10 DISCONNECT METER IN AIR GAP FOR CURRENT WELL USE. KEEP ALL EQUIPMENT IN PLACE FOR BACK UP WATER

9 24 SOUTHWEST VALVES TO BE CONNECTED TO NEW 'C-E' 36 STATION CONTROLLER

4" IRRIGATION METER WITH 4" SERVICE LINE, FOR SOUTHEAST IRRIGATION NEEDS

8

PROVIDE TEMPORARY IRRIGATION UNTIL GRASS IS FULLY ESTABLISHED

117 ROTOR E-8 1½"
117 ROTOR E-7 1½"
117 ROTOR E-6 1½"
47.9 SPRAY E-4 1½"
115 SPRAY E-3 1½"
117 ROTOR E-2 1½"
E-1 1½" 117 ROTOR
117 ROTOR E-5 1½"

IRR-M

COIT ROAD

FIRST STREET

EX-W

EX-T

EX-OH

EX-12" SS

EX-20" W

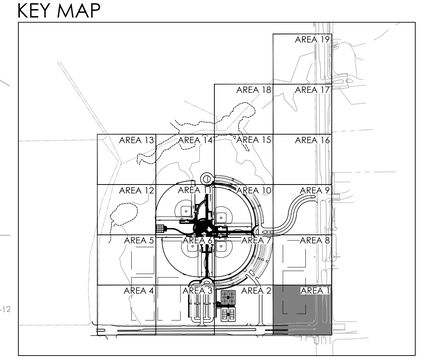
1 NOTES:
1. ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.
2. THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

2

REVISIONS

NO.	DATE	DESCRIPTION
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
9.	6/12/2025	RFI #59 - IRRIGATION BACKFLOW UPDATE
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 1

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1174)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.01

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\DFW\7691\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan
FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.07)

MATCHLINE (SEE SHEET L5.03)

MATCHLINE (SEE SHEET L5.01)

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

7 83.9 1½" SPRAY

6 20.8 1½" ROTOR

4 104 1½" ROTOR

5 26.2 1½" SPRAY BEDS

IRRINET M, 12 STATION CONTROLLER MOUNTED ON INTERIOR OR EXTERIOR WALL AT RESTROOM BUILDING. CONTRACTOR TO COORDINATE POWER

4" IRRIGATION METER WITH 4" SERVICE LINE, FOR BACK UP WATER, REF. CIVIL

BOOSTER PUMP

DISCONNECT METER IN AIR GAP FOR CURRENT WELL USE. KEEP ALL EQUIPMENT IN PLACE FOR BACK UP WATER

1 101 1½" SPRAY

2 75.6 1½" ROTOR

3 68.9 1½" SPRAY

FIRST STREET

EXISTING IRRIGATION TO REMAIN, PROTECT IN PLACE

EXISTING IRRIGATION VALVE TO BE RELOCATED

EXISTING IRRIGATION TO BE ADJUSTED AS NECESSARY FOR NEW CONSTRUCTION

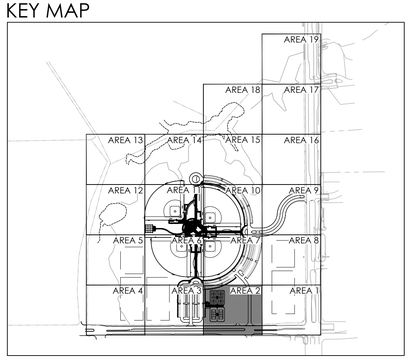
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2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

REVISIONS		
NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 2

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.02

BID PACKAGE #2
BID PACKAGE #1

FULL PATH: P:\007690\7691\001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan
FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, May 19, 2025

MATCHLINE (SEE SHEET L5.06)

MATCHLINE (SEE SHEET L5.04)

MATCHLINE (SEE SHEET L5.02)

FIRST STREET

121 W-13 SPRAY 1½"
117 W-12 ROTOR 1½"
117 W-11 ROTOR 1½"
131 W-10 ROTOR 1½"
117 W-9 ROTOR 1½"
117 W-8 ROTOR 1½"
117 W-7 ROTOR 1½"
W-5 117 1½" ROTOR
W-6 94.4 1½" SPRAY

DISCONNECT METER IN AIR GAP FOR CURRENT WELL USE. KEEP ALL EQUIPMENT IN PLACE FOR BACK UP WATER

4" IRRIGATION METER WITH 4" SERVICE LINE, FOR SOUTHWEST IRRIGATION NEEDS

EXISTING IRRIGATION TO REMAIN, PROTECT IN PLACE

IRR-M

EX-W

EX-OH

EX-10" SS FM

EX-20" W

W-8" W

W-6" W

W-4" W

W-1½" W

W-1" W

12" W

8" SS

VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

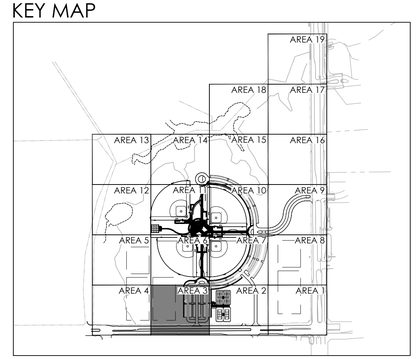
NOTES:
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

NO.	DATE	DESCRIPTION
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
9.	6/12/2025	RFI #59 - IRRIGATION BACKFLOW UPDATE
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 3

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1114)

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

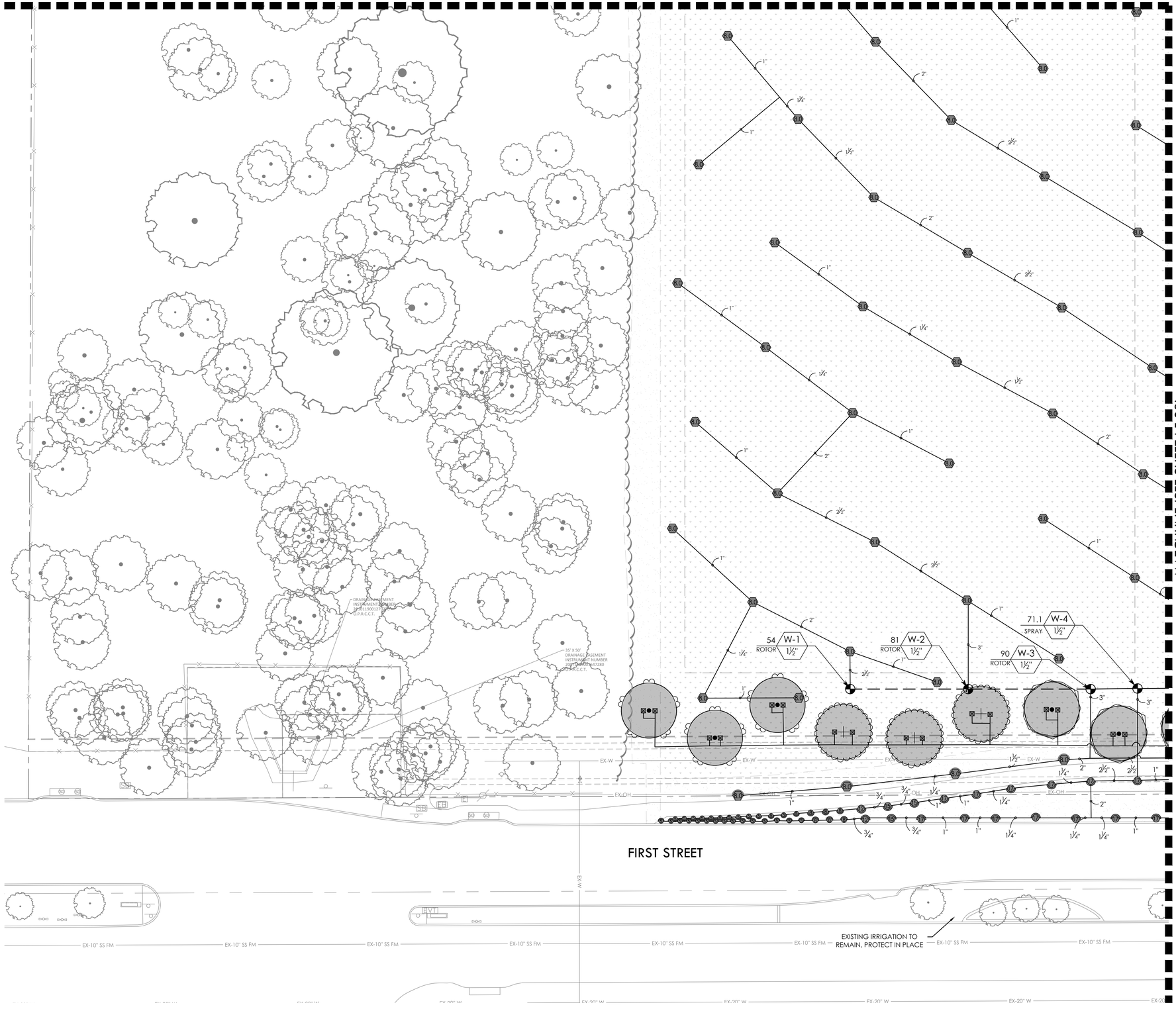
JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.03

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\DOT\0007\7691\001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.05)



2

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

1

NOTES:

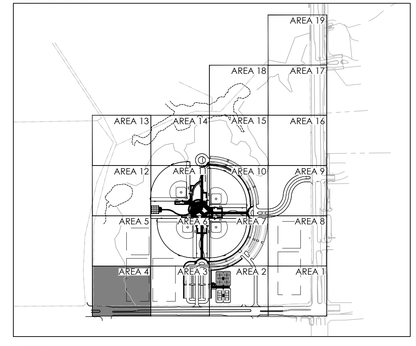
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2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

2

REVISIONS		
NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP #2 Addendum No. 1
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 4

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

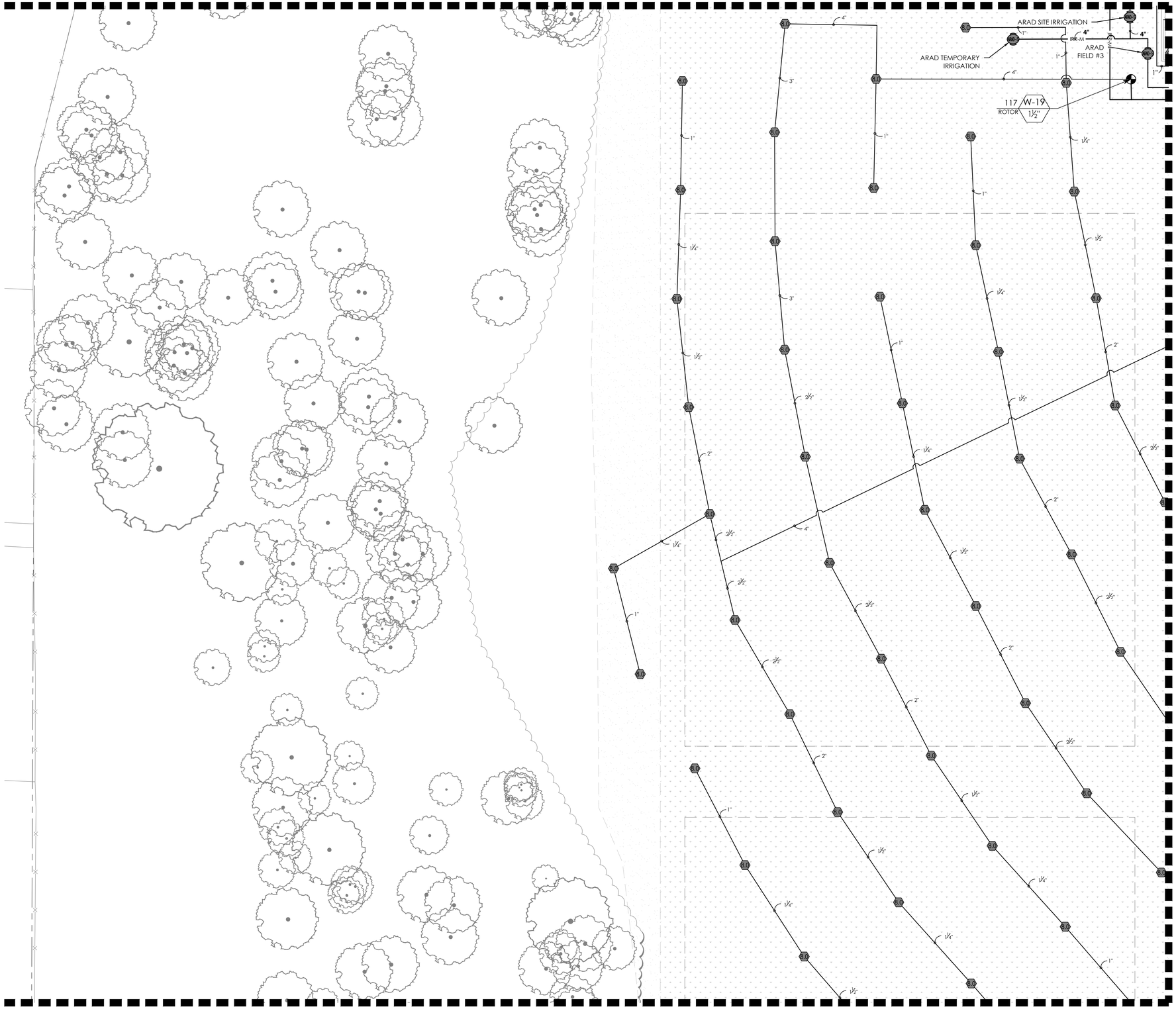
JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.04

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2076\01\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.12)



MATCHLINE (SEE SHEET L5.04)

△8 △7 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

△2

△1

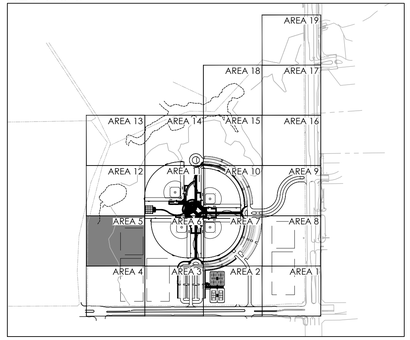
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2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

△2

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP #2 Addendum No. 1
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 5

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.05

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\DFW\7691\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.11)

MATCHLINE (SEE SHEET L5.05)

MATCHLINE (SEE SHEET L5.07)

MATCHLINE (SEE SHEET L5.03)

FIELD #2

F2-1 105 1½" ROTOR BALLFIELD
F2-2 95.6 1½" ROTOR BALLFIELD
F2-3 71.7 1½" ROTOR BALLFIELD
F2-4 114 1½" ROTOR BALLFIELD
F2-5 120 1½" ROTOR BALLFIELD
W-18 117 1½" ROTOR
90 W-17 1½" ROTOR
117 W-16 1½" ROTOR
117 W-15 1½" ROTOR
35.5 W-14 1½" BUBBLER
95.6 F2-7 1½" ROTOR BALLFIELD
64.8 F2-6 1½" ROTOR BALLFIELD
F2-10 41.2 1½" ROTOR
F2-9 80.9 1½" ROTOR BALLFIELD
F2-8 95.6 1½" ROTOR BALLFIELD
105 F1-9 1½" ROTOR BALLFIELD
120 F1-8 1½" ROTOR BALLFIELD

IRR-M
IRR-SM
W4 SS
W3 SS
P4 SS
S5 SS
S4 SS

7 8
6 7 8
VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

1

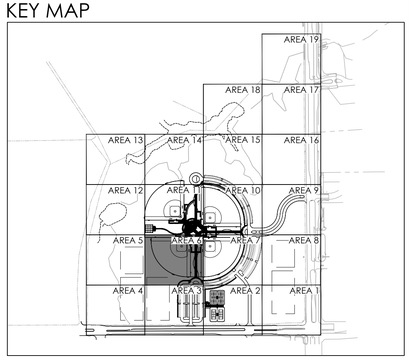
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2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

2

REVISIONS		
NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP#2 Addendum No. 1
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 6

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.06

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\DFW\691\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.10)

MATCHLINE (SEE SHEET L5.06)

MATCHLINE (SEE SHEET L5.08)

MATCHLINE (SEE SHEET L5.02)

VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

CONTROLLER FIELD#1

ARAD FIELD #1

FIELD #1

12 148 1½" SPRAY BEDS

11 103 1½" SPRAY

80.9 F1-1 1½" ROTOR BALLFIELD

71.7 F1-2 1½" ROTOR BALLFIELD

F1-3 71.7 1½" ROTOR BALLFIELD

F1-4 64.8 1½" ROTOR BALLFIELD

106 10 ROTOR 1½"

105 9 ROTOR 1½"

F1-5 120 1½" ROTOR BALLFIELD

F1-6 114 1½" ROTOR BALLFIELD

F1-7 95.6 1½" ROTOR BALLFIELD

8 113 1½" ROTOR

117 E-21 ROTOR 1½"

E-22 90 1½" ROTOR

72 E-23 ROTOR 1½"

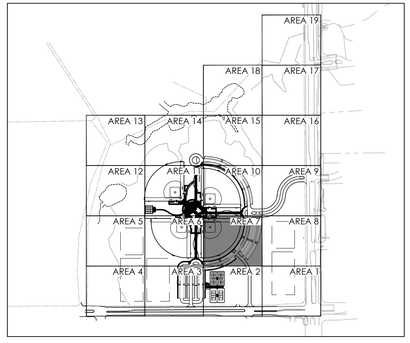
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2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP#2 Addendum No. 1
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 7

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

STATE OF TEXAS
JANEL MOODY
20529
LICENSED LANDSCAPE ARCHITECT
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.07

BID PACKAGE #2
BID PACKAGE #1

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FILENAME - 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.09)

MATCHLINE (SEE SHEET L5.07)

MATCHLINE (SEE SHEET L5.01)

E-14 117 ROTOR 1½"
E-15 134 SPRAY 1½"
E-16 27.4 SPRAY BEDS 1½"
E-17 77.6 SPRAY 1½"
108 ROTOR E-18 1½"
E-19 108 ROTOR 1½"
E-20 117 ROTOR 1½"
117 ROTOR E-11 1½"
108 ROTOR E-10 1½"
117 ROTOR E-9 1½"

IRR-M

EX-W

EX-GAS

EX-SAN

INSTALL ALL IRRIGATION COMPONENTS CLEAR OF FUTURE IMPROVEMENTS

COIT ROAD

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

NOTES:

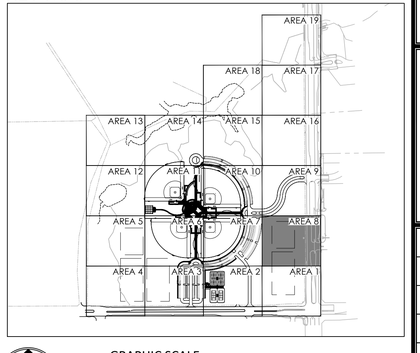
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2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'
NORTH

REVISIONS

NO.	DATE	DESCRIPTION
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 8

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
TX REG: F-11149

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.08

BID PACKAGE #2
BID PACKAGE #1

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FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.16)

MATCHLINE (SEE SHEET L5.10)

MATCHLINE (SEE SHEET L5.08)

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

144 13 ROTOR 1½"

126 E-12 ROTOR 1½"

E-13 117 ROTOR 1½"

INSTALL ALL IRRIGATION COMPONENTS CLEAR OF FUTURE IMPROVEMENTS

COIT ROAD

IRR-M

EX-W

EX-OH

EX-4" SS FM

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

1

NOTES:

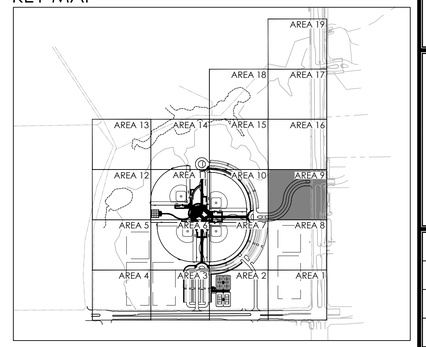
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

2

REVISIONS		
NO.	DATE	DESCRIPTION
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 9

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1114)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.09

BID PACKAGE #2
BID PACKAGE #1

FULL PATH: P:\0076\00\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan-Area
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.15)

MATCHLINE (SEE SHEET L5.11)

MATCHLINE (SEE SHEET L5.09)

MATCHLINE (SEE SHEET L5.07)

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

6

10

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

FIELD #3

CONTROLLER FIELD#3

ARAD FIELD #3

F3-6 120 1½" ROTOR BALLFIELD

F3-7 95.6 1½" ROTOR BALLFIELD

19 104 1½" SPRAY

F3-8 95.6 1½" ROTOR BALLFIELD

18 91.7 1½" SPRAY

17 84.6 1½" SPRAY

76.5 16 1½" ROTOR

15 121 1½" ROTOR

71.7 F3-3 1½" ROTOR BALLFIELD

95.6 F3-2 1½" ROTOR BALLFIELD

F3-5 75.6 1½" ROTOR BALLFIELD

F3-4 114 1½" ROTOR BALLFIELD

F3-1 80.9 1½" ROTOR BALLFIELD

83.3 14 BUBBLER 1½"

1

NOTES:

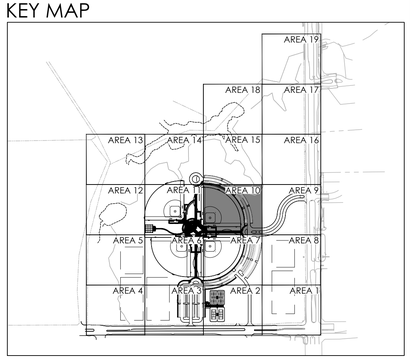
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2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP #2 Addendum No. 1
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 10

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1174)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.10

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2070\007\7691\001\PA\Drawings\Plot Sheets\7691-Irrigation Plan
FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.14)

MATCHLINE (SEE SHEET L5.12)

MATCHLINE (SEE SHEET L5.10)

MATCHLINE (SEE SHEET L5.06)

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

FIELD #4

INTERIOR WALL MOUNT CONTROLLER AT DIRECTION OF OWNER

RAIN/FREEZE SENSOR MOUNTED ON LIGHT POLE WITHIN 1000' OF CONTROLLER

72 20 1½" ROTOR

105 F3-9 1½" ROTOR BALLFIELD

32 135 1½" ROTOR

△7 △8 △7 △6 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

△1

NOTES:

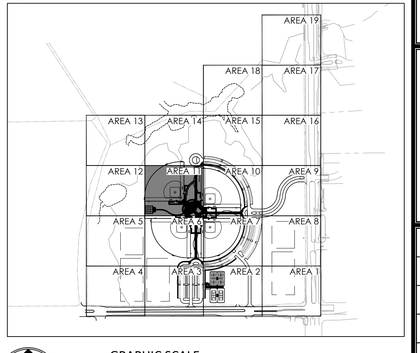
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2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

REVISIONS		
NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP #2 Addendum No. 1
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 11

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG. F-1114)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.11

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2070\001\7691\001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.13)

MATCHLINE (SEE SHEET L5.11)

MATCHLINE (SEE SHEET L5.05)

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

45 24 ROTOR 1½"
120 F4-5 ROTOR BALLFIELD 1½"
114 F4-4 ROTOR BALLFIELD 1½"
95.6 F4-3 ROTOR BALLFIELD 1½"
95.6 F4-2 ROTOR BALLFIELD 1½"
80.9 F4-1 ROTOR BALLFIELD 1½"
ARAD FIELD #4
8
81 23 ROTOR 1½"
10
CONTROLLER FIELD#4
CONTROLLER SITE
CONTROLLER FIELD#2
81 22 ROTOR 1½"
79.7 21 SPRAY 1½"

1

NOTES:

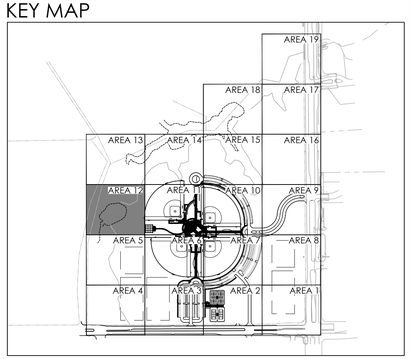
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BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP#2 Addendum No. 1
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 12

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.12

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2070\001\7691\001\PA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

NO WORK THIS SHEET

MATCHLINE (SEE SHEET L5.14)

MATCHLINE (SEE SHEET L5.12)

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NOTES:

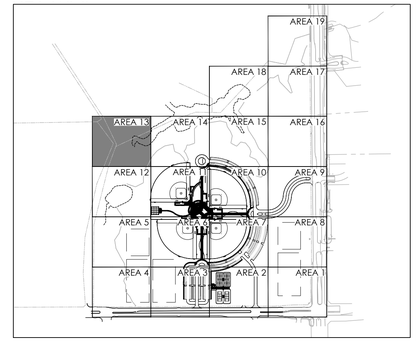
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SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP#2 Addendum No. 1
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 13

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.13

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2021\7691\001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOT SCALE: 1:1 / 100.00 %
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.13)

MATCHLINE (SEE SHEET L5.15)

MATCHLINE (SEE SHEET L5.11)

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

6 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

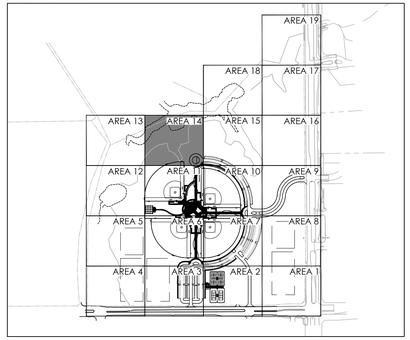
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SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

REVISIONS		
NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP #2 Addendum No. 1
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 14

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.14

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\DFW\069\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

6

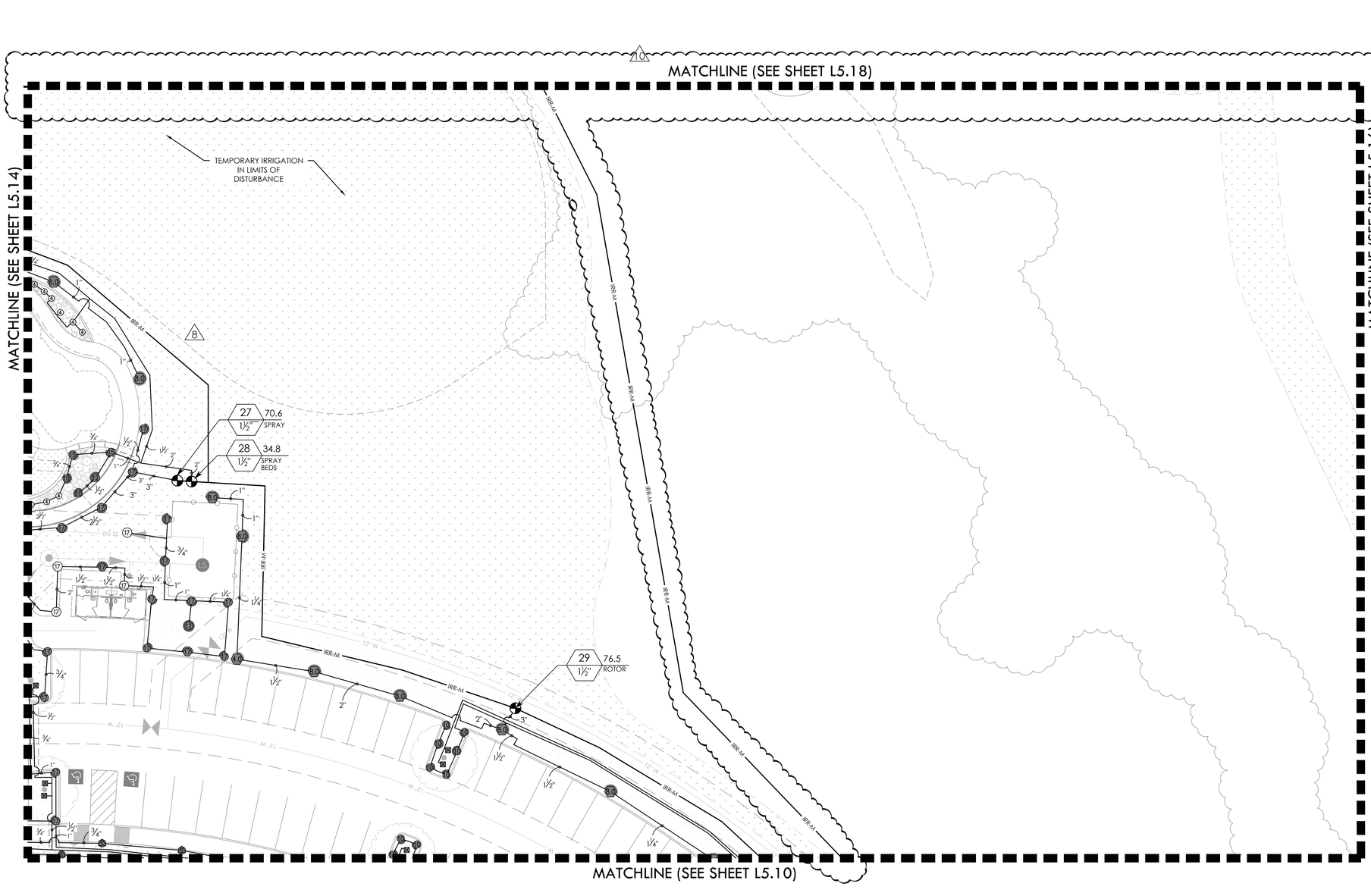
7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

10 MATCHLINE (SEE SHEET L5.18)

MATCHLINE (SEE SHEET L5.14)

MATCHLINE (SEE SHEET L5.16)

MATCHLINE (SEE SHEET L5.10)



8

1

NOTES:

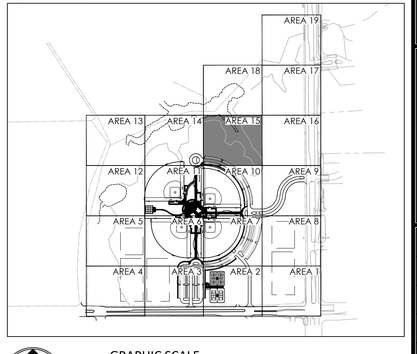
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SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



NORTH

GRAPHIC SCALE
0 20 40
1 inch = 20'

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP #2 Addendum No. 1
6.	1/30/2025	ASI #17 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 15

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-11756)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED LANDSCAPE ARCHITECT
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.15

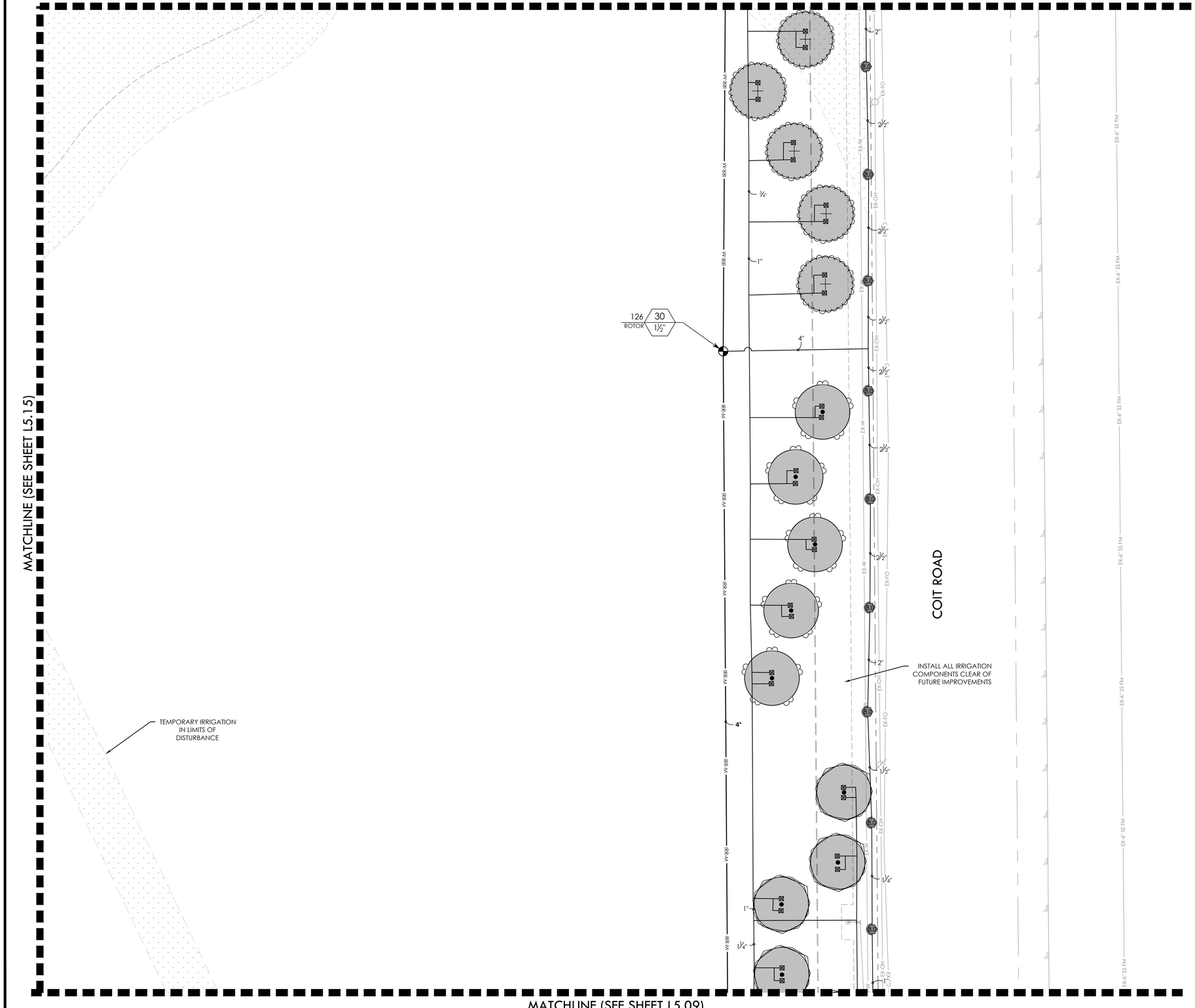
BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\007\007691001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan-Area
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.17)

MATCHLINE (SEE SHEET L5.15)



MATCHLINE (SEE SHEET L5.09)

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

1

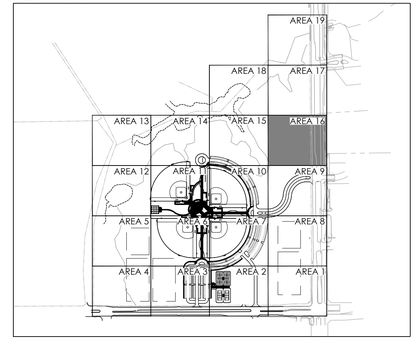
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BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

REVISIONS		
NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP#2 Addendum No. 1
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 16

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.16

BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\07\7691\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan
FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

MATCHLINE (SEE SHEET L5.19)

MATCHLINE (SEE SHEET L5.18)

MATCHLINE (SEE SHEET L5.16)

COIT ROAD

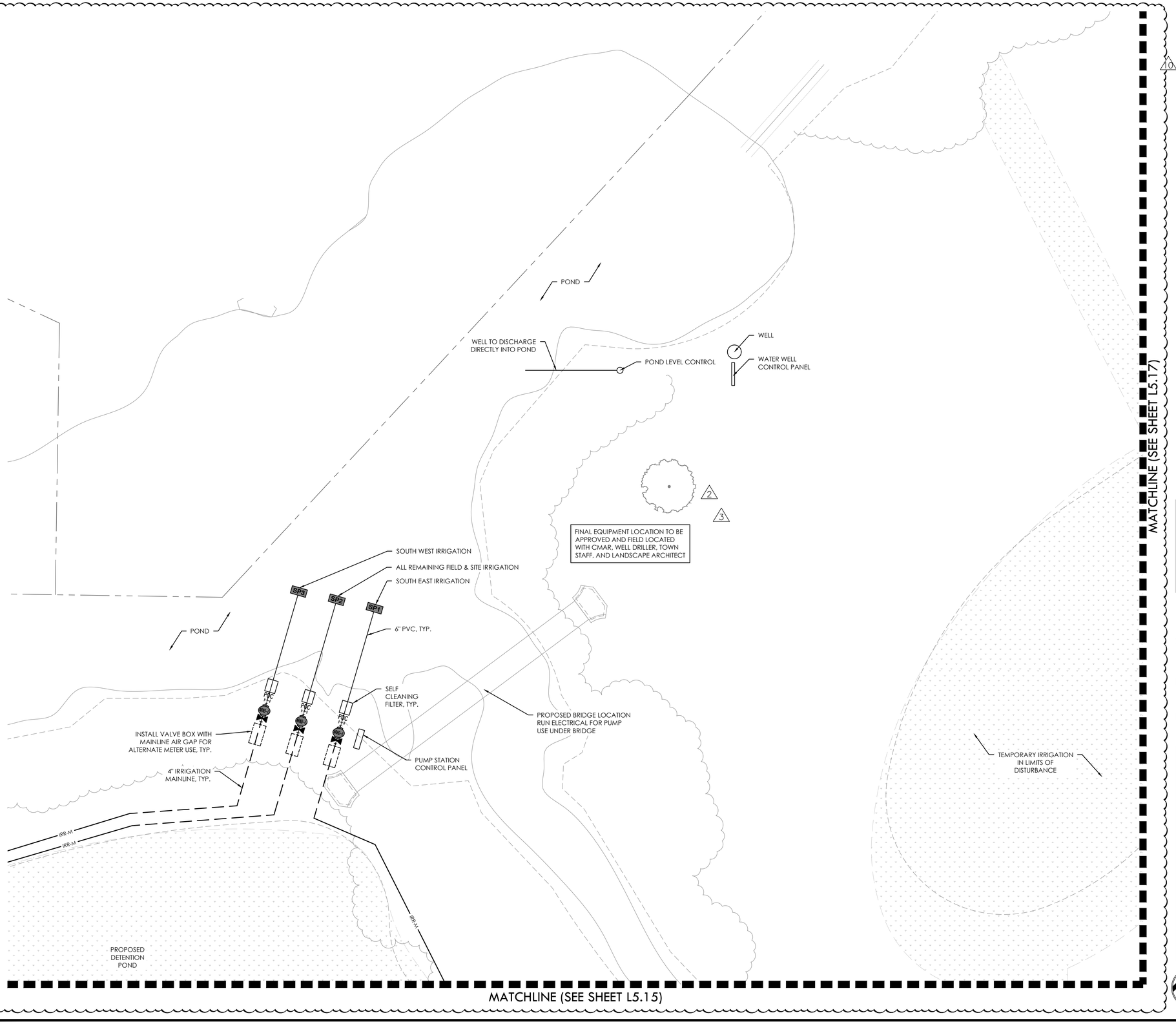
EX-6" SS FM

TEMPORARY IRRIGATION IN LIMITS OF DISTURBANCE

INSTALL ALL IRRIGATION COMPONENTS CLEAR OF FUTURE IMPROVEMENTS

90 ROTOR 31 1½"

2½" 2½" 2½" 3" 3" 1¼" 1" 1¼" 1½" 1" 1" 1



7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED

10

1

NOTES:

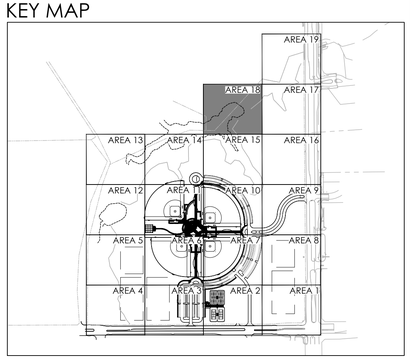
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2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'

NORTH

2

REVISIONS		
NO.	DATE	DESCRIPTION
2.	8/16/2024	PR #2.2 - MULTI-USE FIELD/POND
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PLAN - AREA 18

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

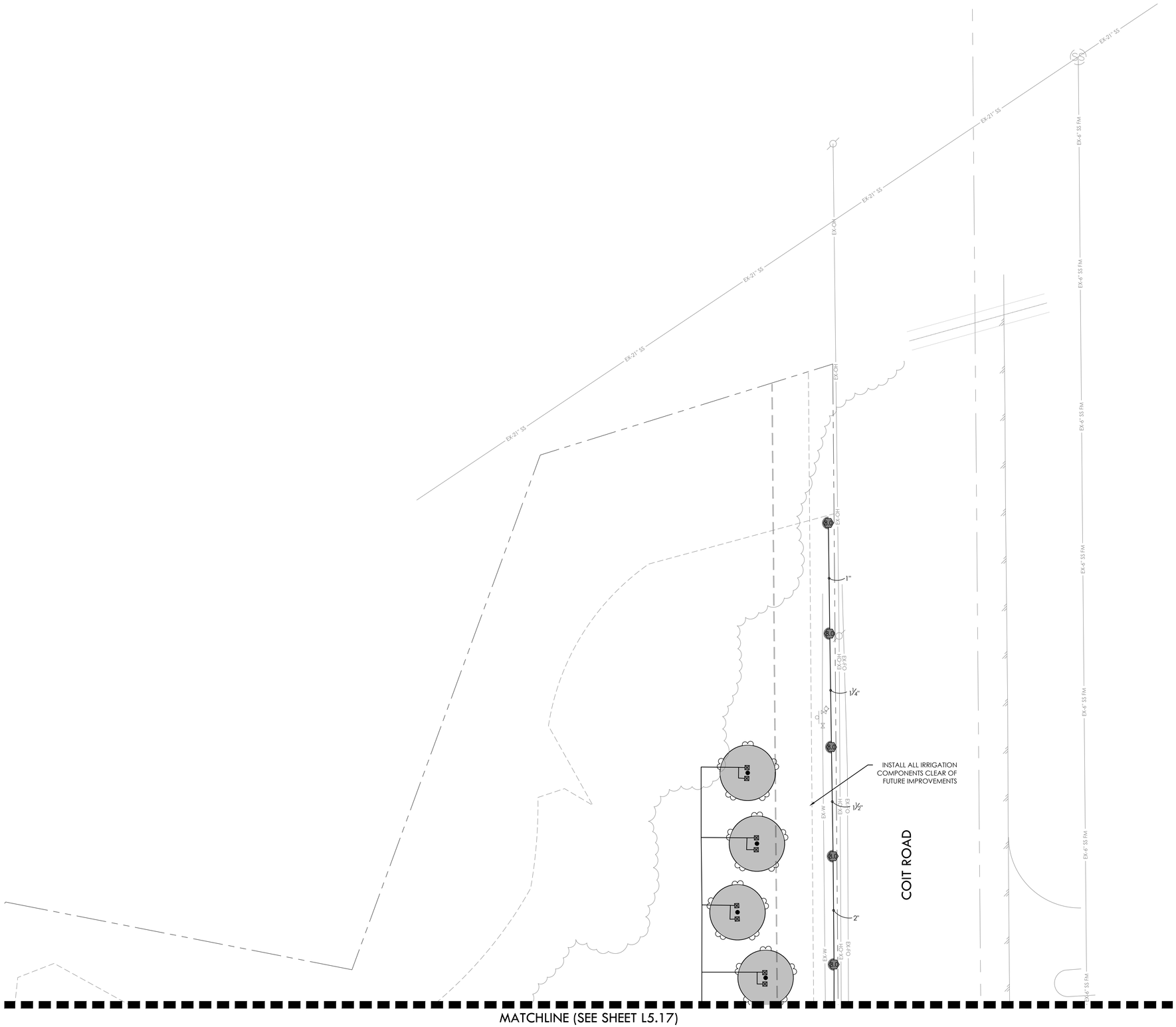
JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.18

BID PACKAGE #2
BID PACKAGE #1

FULL PATH: P:\2025\007\7691.001\PA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

7 8 VALVE CALLOUT NUMBERS HAVE BEEN UPDATED



1

NOTES:

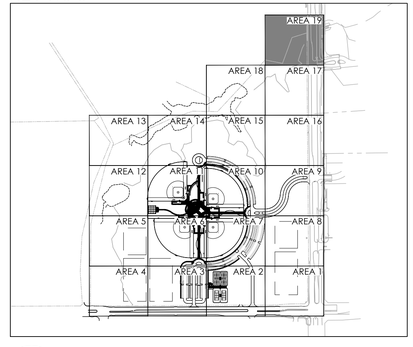
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

BID PACKAGE #1:
SLEEVING FOR PARKING AND FIRELANES ONLY

BID PACKAGE #2:
REMAINING SITE CONCRETE SLEEVING

REFER TO L5.00 FOR FULL IRRIGATION SCHEDULE

KEY MAP



GRAPHIC SCALE
0 20 40
1 inch = 20'
NORTH

REVISIONS

NO.	DATE	DESCRIPTION
1.	3/20/2024	GMP#2 Addendum No. 1
7.	4/03/2025	RFI #49 - IRRIGATION FIELD UPDATES
8.	5/14/2025	ASI #19 - IRRIGATION ADDITIONAL METER UPDATES

IRRIGATION PLAN - AREA 19

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

JOB NO.	7691.001
DESIGNED BY:	JMM
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BID PACKAGE #2
BID PACKAGE #1

FILE PATH: P:\2021\691\7691.001\LPA\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

IRRIGATION NOTES FOR A SITE REQUIRING A PUMP:

1. IRRIGATION PLAN IS SCHEMATIC. ALL PIPING HEADS, VALVES, ETC. SHALL BE LOCATED AS SHOWN ON THE DETAILS. REPORT ANY DISCREPANCIES BETWEEN ACTUAL AND PROPOSED SITE CONDITIONS TO THE OWNER. DO NOT PROCEED WITH WORK UNTIL SAID DISCREPANCIES ARE RESOLVED.

2. VERIFY THAT THE WORK OF OTHER CONTRACTORS/TRADES IS SUFFICIENTLY COMPLETE TO ALLOW COMMENCEMENT OF IRRIGATION INSTALLATION PRIOR TO BEGINNING OF WORK. CONTRACTORS SHALL COORDINATE INSTALLATION OF ALL IRRIGATION SLEEVES UNDER PAVEMENT WITH OTHER CONTRACTORS.

3. COORDINATE IRRIGATION INSTALLATION WITH THE WORK OF OTHER CONTRACTORS/TRADES AND PROTECT THE WORK OF OTHER CONTRACTOR/TRADES. IRRIGATION CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGES RESULTING FROM HIS ACTIONS.

4. THE IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF THE PARTS LIST AND MANUFACTURER'S CATALOG SHOWING PERFORMANCE, QUALITY AND FUNCTION OF EACH ITEM OF EQUIPMENT IN THE SYSTEM. IN ADDITION, THE IRRIGATION CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN INSTRUCTIONS FOR OPERATION AND MAINTENANCE OF THE SYSTEM.

5. PRIOR TO THE ACCEPTANCE OF IRRIGATION SYSTEM BY OWNER, A PERSON QUALIFIED TO REPRESENT THE IRRIGATION CONTRACTOR SHALL BE PRESENT AT THE FINAL INSPECTION TO DEMONSTRATE THE SYSTEM AND PROVE ITS PERFORMANCE PRIOR TO THE INSPECTION. ALL WORK SHALL HAVE BEEN COMPLETED, TESTED, ADJUSTED, AND PLACED IN OPERATION.

6. WORK MUST BE GUARANTEED FOR TWO YEARS.

7. IRRIGATION SYSTEM INSTALLATION TO BE PERFORMED IN ACCORDANCE WITH ALL PERTINENT CODES AND ORDINANCES.

8. NO PVC PIPING SHALL BE LOCATED UNDER TREE ROOTBALLS.

9. THE CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION. IF ANY UNDERGROUND OR ABOVE GROUND CONSTRUCTION IS LOCATED AS TO SIGNIFICANTLY HINDER INSTALLATION OR FUNCTION OF THE IRRIGATION SYSTEM, THE OWNER SHALL BE NOTIFIED IMMEDIATELY.

10. MAIN LINE PIPING AND LATERAL PIPING MAY BE PLACED IN SAME TRENCH WHEN POSSIBLE. MAIN LINE PIPING SHALL BE INSTALLED IN BOTTOM OF TRENCH WITH LATERALS ON TOP.

11. SLEEVES SHALL BE INSTALLED WHEREVER PIPES RUN UNDER PAVEMENT. SLEEVES SHALL BE SCH 40 AND A MINIMUM OF TWO PIPE SIZES LARGER THAN THE PIPE.

12. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ELECTRICAL POWER TO ALL CONTROLLERS.

13. PRIOR TO BEGINNING OF WORK, THE CONTRACTOR SHALL VERIFY THE MINIMUM WORKING PRESSURE AT THE POINT OF CONNECTION. BASED ON THIS INFORMATION, THE CONTRACTOR SHALL COORDINATE WITH INCONTROL FOR PUMP DESIGN AND SYSTEM . IN CONTROL IS RESPONSIBLE FOR DESIGNING AND A PUMPING SYSTEM THAT PROVIDES THE APPROPRIATE PRESSURE TO ALLOW THE IRRIGATION SYSTEM TO OPERATE AT THE OPTIMUM LEVEL AS RECOMMENDED BY THE SPRINKLER EQUIPMENT MANUFACTURER. THE PUMP SHALL BE CAPABLE OF VARYING PRESSURES TO ACCOMMODATE THE VARIETY OF IRRIGATION DELIVERY COMPONENTS.

14. THE CONTRACTOR SHALL SUBMIT THE PROPOSED PUMPING SYSTEM FOR REVIEW INCLUDING EXISTING WORKING PRESSURE, THE PROPOSED PUMP PERFORMANCE, AND FINAL PROPOSED DOWNSTREAM PRESSURE(S).

15. ATTACH A HEAVY DUTY PLASTIC SERIALIZED TAG TO EACH CONTROL VALVE WITH ITS ASSOCIATED CONTROLLER STATION NUMBER.

16. THE PIPE SHOWN IN PAVED AREAS WITHOUT SLEEVES IS SHOWN IN THESE AREAS FOR PURPOSE OF DRAWING CLARITY. PIPE TO BE IN NEAREST UNPAVED LOCATION.

17. THE IRRIGATION CONTROLLER(S) SHALL BE EQUIPPED WITH RAIN/FREEZE SENSOR(S). MOUNT THE TRANSMITTER(S) IN AN OPEN AREA AS DIRECTED BY THE OWNER.

18. ALL BACKFLOW INSTALLATIONS AND CONNECTIONS TO CITY WATER LINES MUST BE PERMITTED SEPARATELY BY THE CITY INSPECTION STAFF.

19. THE IRRIGATION SYSTEM SHALL BE MAINTAINED IN ITS PROPER WORKING ORDER DURING THE 2 YEAR MAINTENANCE PERIOD.

20. ALL WIRING SHALL BE RATED FOR DIRECT BURIAL.

INSPECTION NOTES:

1. HEADS SHALL NOT SPRAY ON IMPERVIOUS SURFACES.

2. HEADS SHALL NOT SPRAY ON WALLS OR FENCES.

3. HEADS SHALL NOT BE CLOSER THAN 4 INCHES OF THE EDGE OF HARDSCAPE.

4. NO DRINKING DOMESTIC USES ALLOWED ON IRRIGATION LINES, NO SWIMMING POOL USE OR FOUNTAINS.

5. CONTRACTOR SHALL COMPLY WITH ALL INSPECTION REQUIREMENTS OF THE MUNICIPALITY.

6. FOR FINAL INSPECTION, IRRIGATOR'S REPRESENTATIVE MUST BE PRESENT.

DRIP NOTES:

1. AIR RELIEF VALVE TO BE PLACED AT HIGH POINT IN BED.

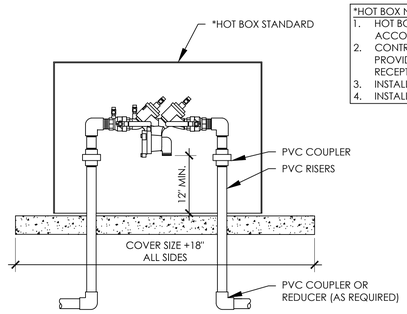
2. FLUSH VALVE TO BE PLACED AT LOW POINT IN BED ON EXHAUST LINE.

3. THESE LAYOUTS ARE TYPICAL AND ARE SUBJECT TO CHANGE DUE TO SITE CONDITIONS SUCH AS GRADING.

4. IRRIGATION LATERAL LINES FEED SUPPLY HEADERS.

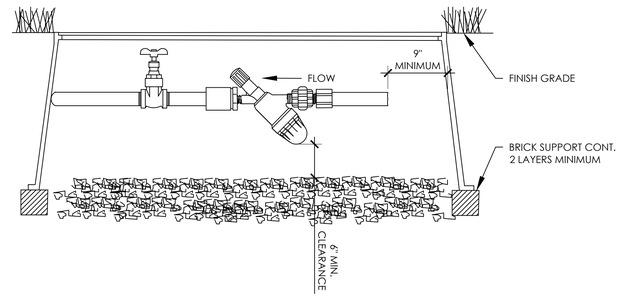
SLEEVING INCLUDED IN
BID PACKAGE #1

△3

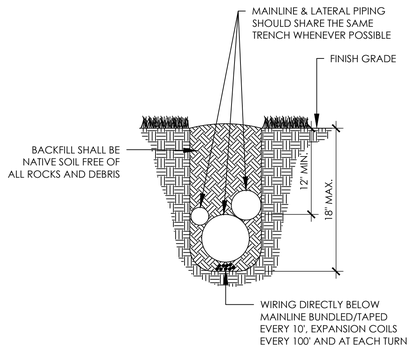


*HOT BOX NOTES:
1. HOT BOX SHALL BE OF A SIZE TO ACCOMMODATE SPECIFIED CLEARANCES.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING POWER TO HOT BOX ELECTRICAL RECEPTACLE.
3. INSTALL WIRING PER LOCAL CODE.
4. INSTALL PER MANUFACTURERS INSTRUCTIONS.

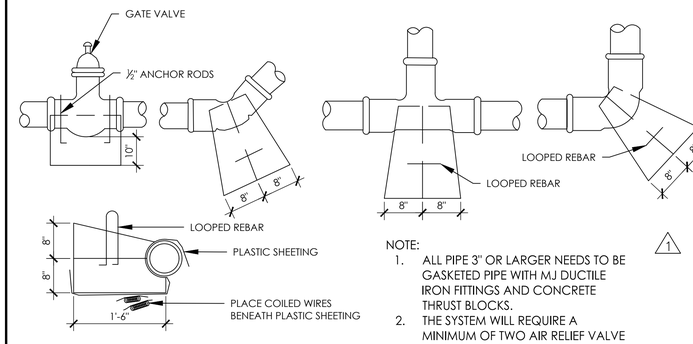
A **REDUCED PRESSURE ZONE ASSEMBLY** SCALE: NTS



B **WYE STRAINER** SCALE: NTS



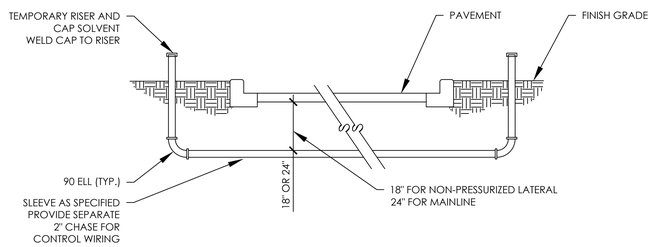
C **TYPICAL TRENCH SECTION** DETAIL PROVIDED BY TOWN SCALE: NTS



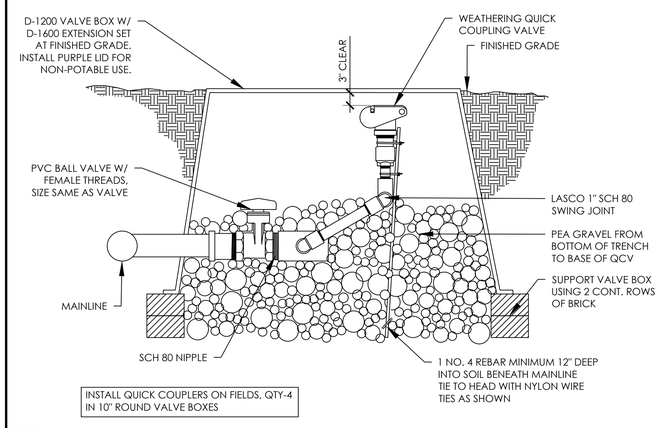
NOTE:
1. ALL PIPE 3" OR LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.
2. THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.

△1

D **THRUST BLOCK FOR 3" OR LARGER** DETAIL PROVIDED BY TOWN SCALE: NTS



F **SLEEVE INSTALLATION** SCALE: NTS



INSTALL QUICK COUPLERS ON FIELDS, QTY-4 IN 10" ROUND VALVE BOXES

G **QUICK COUPLING VALVE** DETAIL PROVIDED BY TOWN SCALE: NTS

REVISIONS

NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES

IRRIGATION NOTES & DETAILS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG# F-1116)

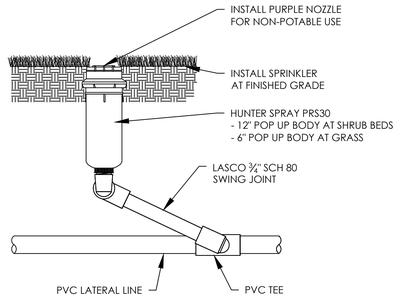
RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

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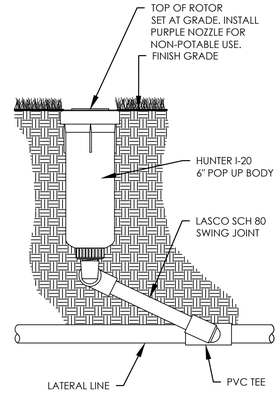
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BID PACKAGE #1

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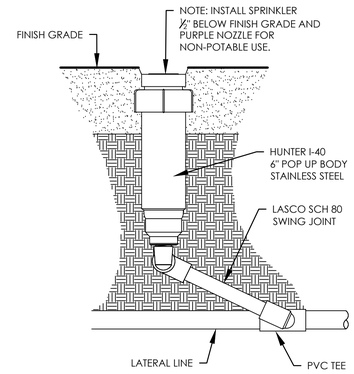
A **SPRAY HEAD**

DETAIL PROVIDED BY TOWN
SCALE: NTS



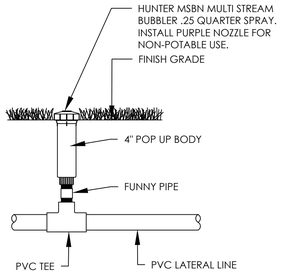
B **ROTOR HEAD**

DETAIL PROVIDED BY TOWN
SCALE: NTS



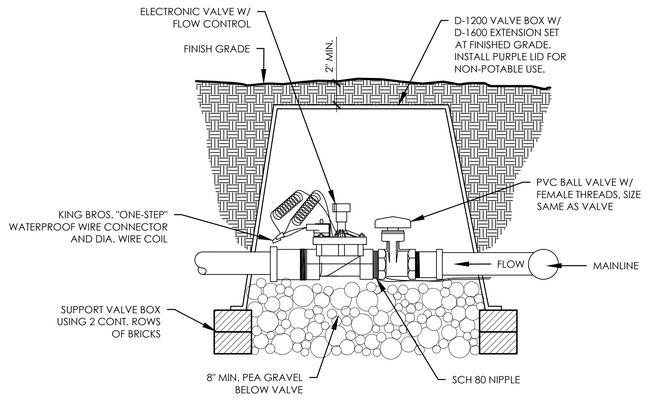
C **BALL FIELD ROTOR**

DETAIL PROVIDED BY TOWN
SCALE: NTS



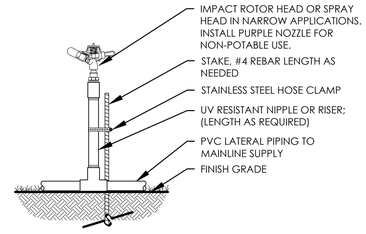
D **POP UP BUBBLER**

DETAIL PROVIDED BY TOWN
SCALE: NTS



E **ELECTRIC REMOTE CONTROL VALVE**

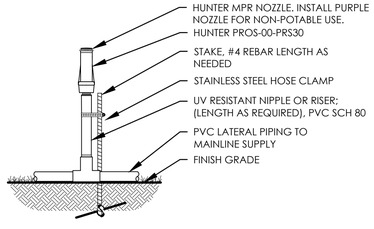
DETAIL PROVIDED BY TOWN
SCALE: NTS



NOTES:
1. TEMPORARY IRRIGATION SYSTEM SHALL BE INSTALLED BY A TEXAS STATE LICENSED IRRIGATOR.
2. ALL COVERAGE SHALL BE HEAD TO HEAD.
3. SYSTEM SHALL BE DESIGNED TO AVOID ANY OVERSPRAY ONTO SIDEWALKS AND STREETS.
4. TEMPORARY IRRIGATION SYSTEM ZONE VALVES SHALL BE HUNTER NODE CONTROLLER. CONTRACTOR SHALL CLUSTER VALVE LOCATIONS WHERE POSSIBLE TO COMBINE ZONES ON MULTIPLE VALVE CONTROLLERS (NODE-200, NODE-400, ETC...)
5. CONTRACTOR SHALL VERIFY ON-SITE AND BY CONSULTING WITH LANDSCAPE ARCHITECT AREAS THAT WILL REQUIRE TEMPORARY IRRIGATION PRIOR TO INSTALLATION OF SYSTEM.
6. USE #4 REBAR ROD TO HOLD PIPE SECURELY IN PLACE. INSTALL AT INTERVALS AS REQUIRED TO SECURE ROTOR HEADS.

F **LARGE TURF AREA TEMP. HEAD**

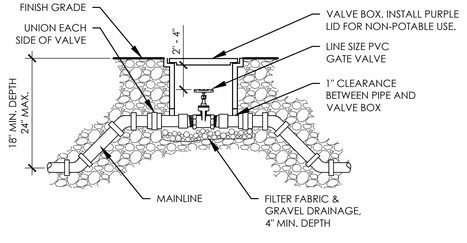
SCALE: NTS



NOTES:
1. TEMPORARY IRRIGATION SYSTEM SHALL BE DESIGNED BY A TEXAS STATE LICENSED IRRIGATOR AND SHALL BE SUBMITTED FOR APPROVAL BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. ALL COVERAGE SHALL BE HEAD TO HEAD.
3. SYSTEM SHALL BE DESIGNED TO AVOID ANY OVERSPRAY ONTO SIDEWALKS AND STREETS.
4. TEMPORARY IRRIGATION SYSTEM ZONE VALVES SHALL BE HUNTER NODE CONTROLLER VALVES. CONTRACTOR SHALL CLUSTER VALVE LOCATIONS WHERE POSSIBLE TO COMBINE ZONES ON MULTIPLE VALVE CONTROLLERS (NODE-200, NODE-400, ETC...)
5. NO PIPING SHALL BE RUN WITHIN THE PROTECTION ZONE OF EXISTING TREES UNLESS APPROVED BY LANDSCAPE ARCHITECT.
6. CONTRACTOR SHALL VERIFY ON-SITE AND BY CONSULTING WITH LANDSCAPE ARCHITECT AREAS THAT WILL REQUIRE TEMPORARY IRRIGATION PRIOR TO DESIGN AND INSTALLATION OF SYSTEM.
7. USE #4 X 24" REBAR ROD WITH "J" HOOKED RADIUS AT ONE END TO HOLD PIPE SECURELY IN PLACE. INSTALL AT INTERVALS OF 10 FEET.

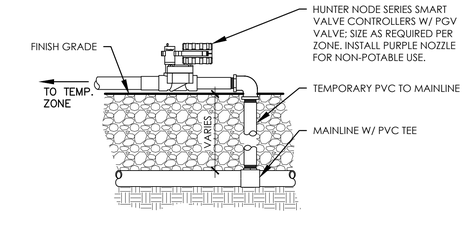
G **SMALL TURF AREA TEMP. HEAD**

SCALE: NTS



H **MANUAL ISOLATION VALVE**

SCALE: NTS



I **TEMPORARY CONTROLLER/VALVE**

SCALE: NTS

REVISIONS

NO.	DATE	DESCRIPTION
5.	01/06/2025	ASI #15 - IRRIGATION UPDATES

IRRIGATION DETAILS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-1174)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

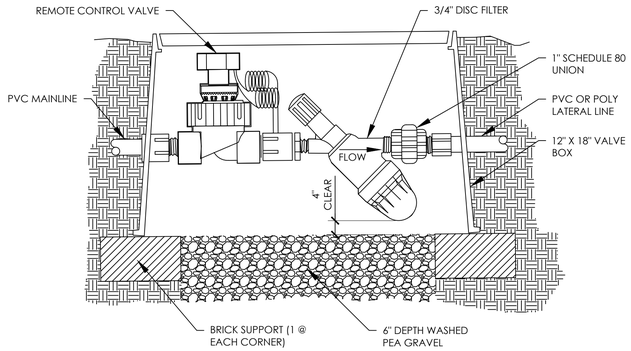
STATE OF TEXAS
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20529
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BID PACKAGE #2

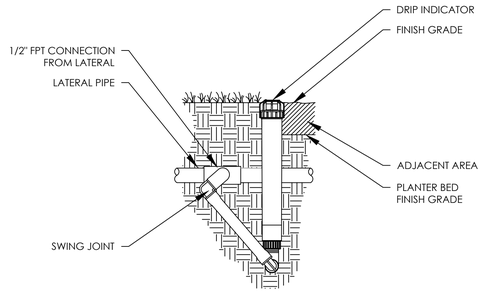
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SHEET:	L5.21

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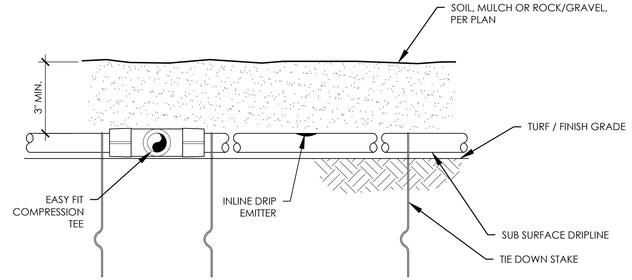


A **DRIP REMOTE CONTROL VALVE** SCALE: NTS

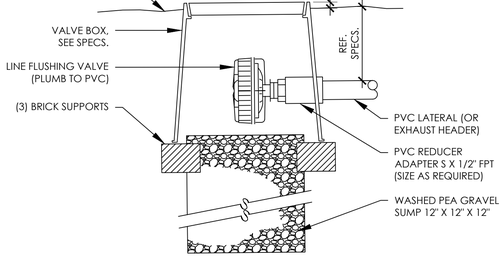


B **DRIP INDICATOR ON SWING JOINT** SCALE: NTS

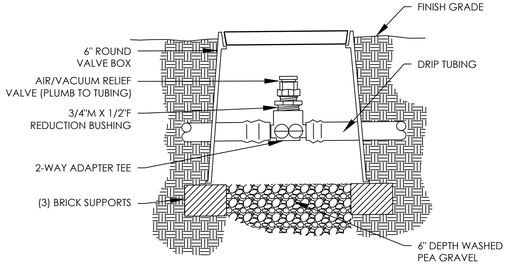
NOTES:
1. PLACE TIE DOWN STAKES EVERY THREE FEET IN SAND, FOUR FEET IN LOAM, AND FIVE FEET IN CLAY.
2. AT FITTINGS WHERE THERE IS A CHANGE OF DIRECTION SUCH AS TEES OR ELBOWS, USE TIE-DOWN STAKES ON EACH LEG OF THE CHANGE OF DIRECTION.



C **DRIP TUBING INSTALLATION** SCALE: NTS



D **DRIP LINE FLUSHING VALVE** SCALE: NTS



E **DRIP AIR/VACUUM RELIEF VALVE** SCALE: NTS

3

NOTES:
1. **ALL PIPE 3" AND LARGER NEEDS TO BE GASKETED PIPE WITH MJ DUCTILE IRON FITTINGS AND CONCRETE THRUST BLOCKS.**
2. **THE SYSTEM WILL REQUIRE A MINIMUM OF TWO AIR RELIEF VALVE TO BE FIELD LOCATED.**

1

REVISIONS		
NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES

IRRIGATION DRIP DETAILS

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.338.1121
(TX REG: F-11756)

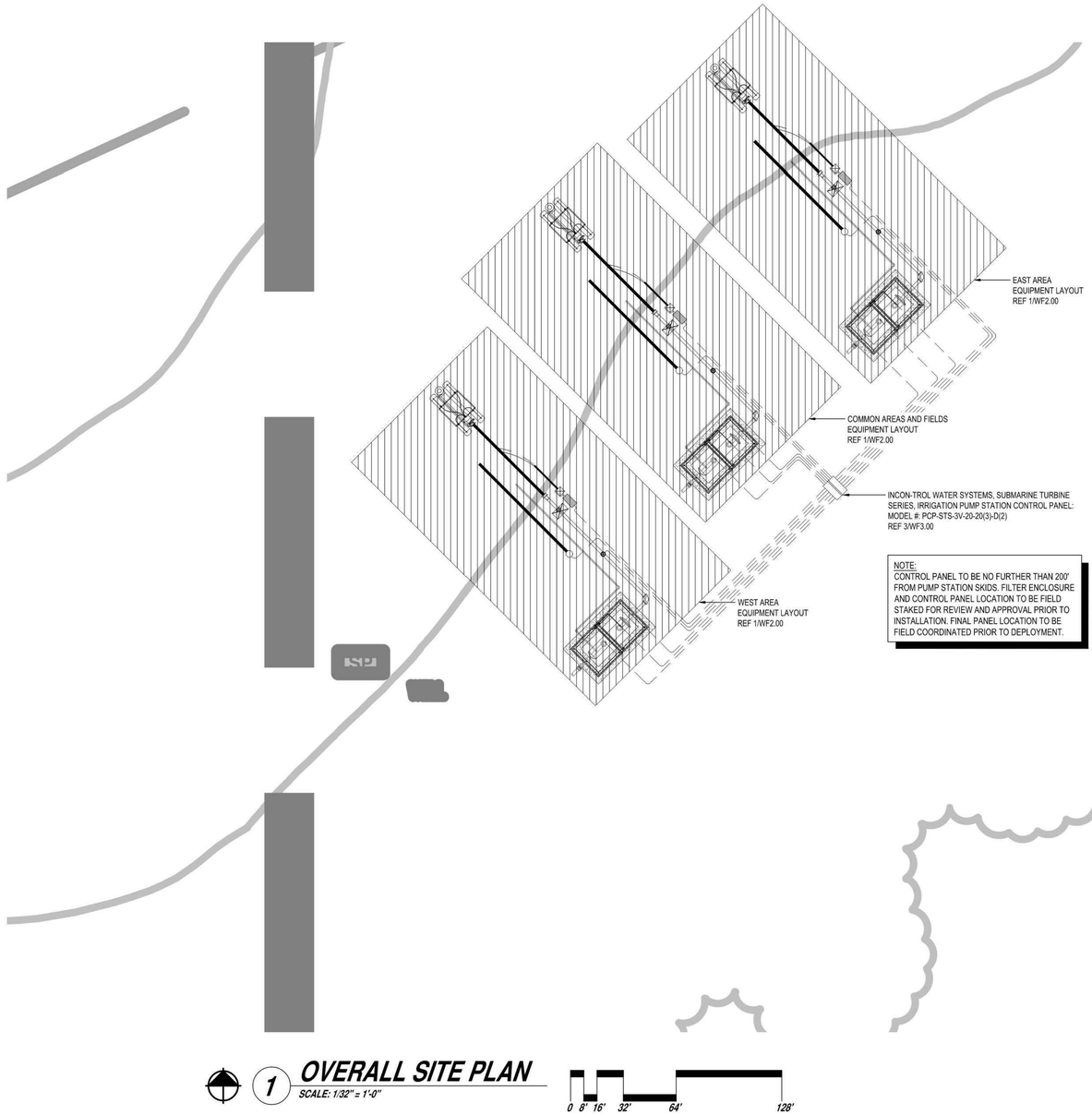
RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
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TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
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20529
LICENSED IRRIGATOR
05/06/2025

BID PACKAGE #2

JOB NO.	7691.001
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DATE:	MAY 6, 2025
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FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025



NOTE:
CONTROL PANEL TO BE NO FURTHER THAN 200' FROM PUMP STATION SKIDS. FILTER ENCLOSURE AND CONTROL PANEL LOCATION TO BE FIELD STAKED FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. FINAL PANEL LOCATION TO BE FIELD COORDINATED PRIOR TO DEPLOYMENT.

1 **OVERALL SITE PLAN**
SCALE: 1/32" = 1'-0"

0 8' 16' 32' 64' 128'

inCon-trol Water Systems
www.incontrolwatersystems.com
(P)214-733-8828 • (F)214-544-0555
410 Interchange • McKinney, Tx. 75071

RAYMOND PARK

IRRIGATION PUMP STATION & SELF-CLEANING FILTER

IRRIGATION PUMP DETAILS-1

ISSUE HISTORY

JESSE WELLS
JULY 18, 2025
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

Issue for Submittal: Not for Construction

TITLE	SCOPE ENLARGEMENT
DATE	7/18/2025
SCALE	N.T.S.
SHEET	WF1.01
ISSUE	FOR SUBMITTAL

REVISIONS

NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2,3 - IRRIGATION UPDATES
4.	11/11/2024	IRRIGATION PUMP UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

IRRIGATION PUMP DETAILS-1

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

BID PACKAGE #2

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.23 (4)

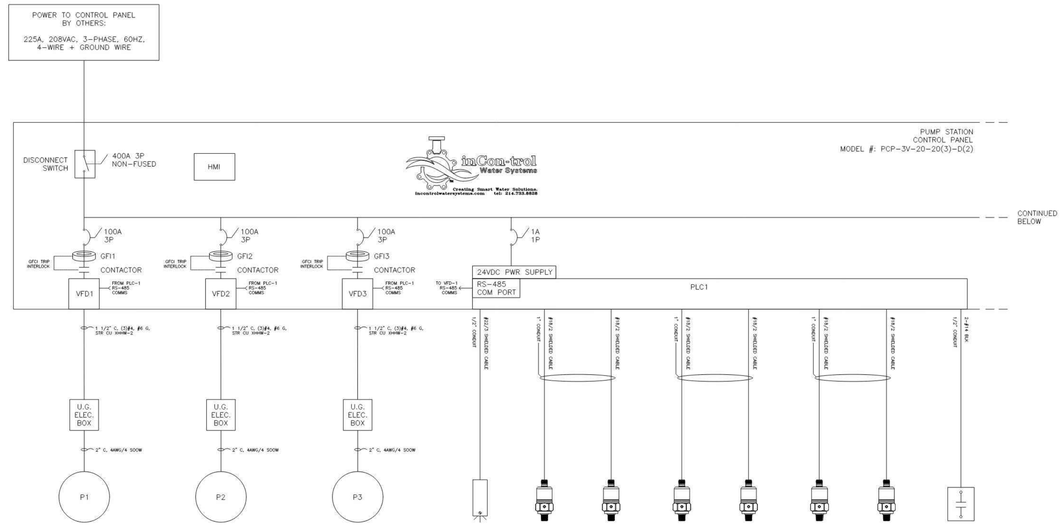
FULL PATH: P:\2070\00\7691\001\PUA\Drawings\Plot Sheets\7691-Irrigation Plan
FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

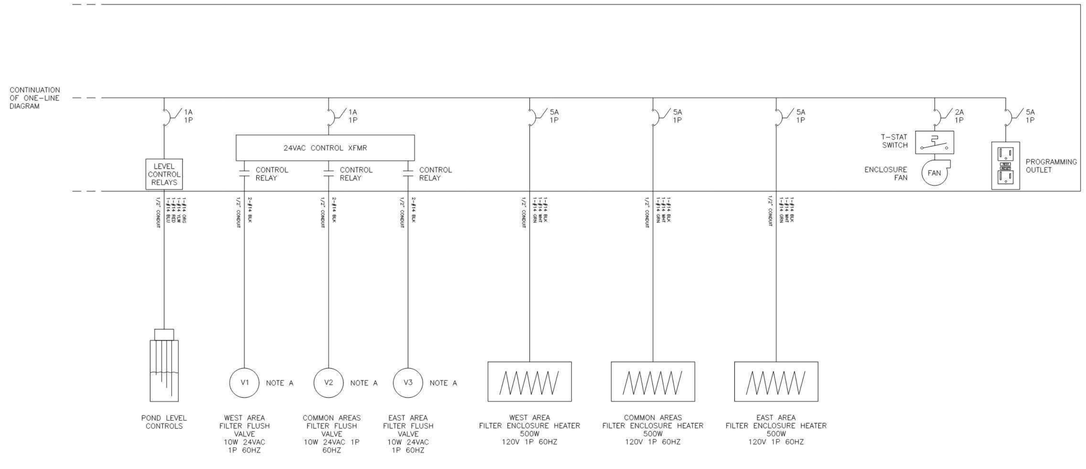
Panel Name: Irrigation Pump Station Control Panel											
Service	Load (VA)	Ckt (A)	Pole	Phase	Bus	Bus	Phase	Pole	Ckt (A)	Load (VA)	Service
West Area Irrigation Pump - 20HP	7133.0688	100	3	1	A	2			100	7133.0688	Common Areas Irrigation Pump - 20HP
	7133.0688			3	B	4	A	3		7133.0688	
	7133.0688			5	C	6				7133.0688	
East Area Irrigation Pump - 20HP	7133.0688	100	3	7	A	8			0	0	Spare
	7133.0688			9	B	10	B	9		0	
	7133.0688			11	C	12				0	
Spare	0	0	2	13	A	14	C	2	0	0	Spare
	0			15	B	16				0	
Spare	0	0	2	17	C	18	A	1	0	0	Spare
	0			19	A	20				0	
500W Heater 1	500.4	5	1	21	B	22	C	1	5	500.4	500W Heater 2
500W Heater 3	500.4	5	1	23	C	24	1	1	5	60	Controls
Spare	0	0	1	25	A	26	1	1	0	0	Spare
Spare	0	0	1	27	B	28	1	1	0	0	Spare

Panel Specification
Input: 208V/120 VAC
60 Hz, 3 ϕ, 4 wire + Gnd
AIC: 10kA
Minimum Breaker Size: 225 A

Load summary

Connected load (VA):	61759
Phase A (VA):	21203
Phase B (VA):	21403
Phase C (VA):	21960
Highest Phase Load	Phase B (VA):
Largest Motor Load Phase B (VA):	7133
25 x largest motor load (VA):	1784
Motor Loads Loads From Phase B (VA):	21399
Continuous Loads From Phase B (VA):	1305
25 X Continuous load (VA):	251
Non-Continuous Loads From Phase B (VA):	0
Total (VA):	24435
Total (A):	204





1 ELECTRICAL ONE-LINE DIAGRAM

SCALE: N.T.S. SHOP-DRAWING

inCon-trol Water Systems
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(P)214-733-8828 • (F)214-544-8555
410 Interchange • McKinney, Tx. 75071

REVISIONS		
NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES
4.	11/11/2024	IRRIGATION PUMP UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

RAYMOND PARK
IRRIGATION PUMP STATION & SELF-CLEANING FILTER

ISSUE HISTORY

SHOP DRAWINGS

TITLE: ELECTRICAL ONE-LINE
DATE: 07/15/2024
SCALE: N.T.S.
SHEET: WF5.00
ISSUE: FOR SUBMITTAL

IRRIGATION PUMP DETAILS-4

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG. F-1116)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

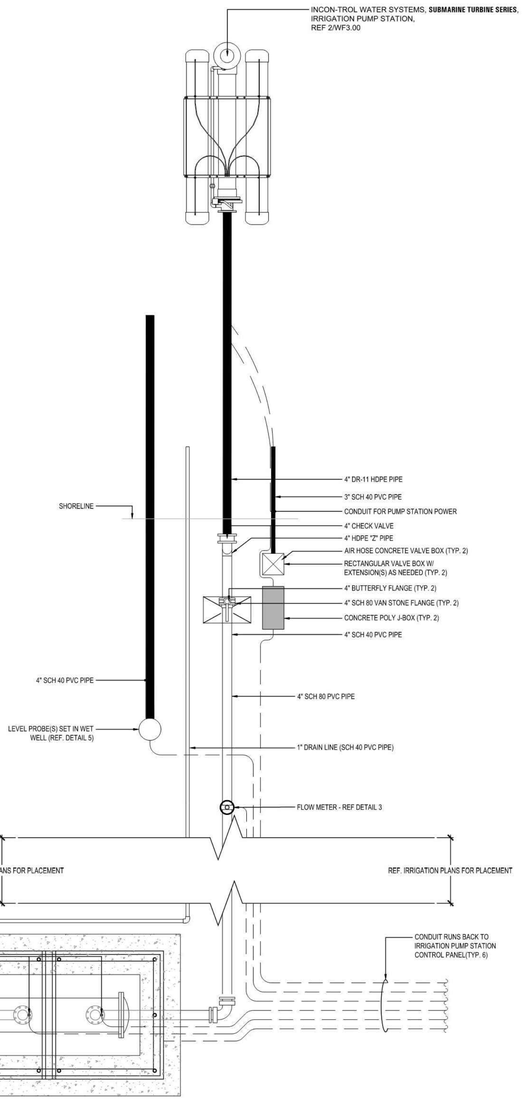
STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

BID PACKAGE #2

JOB NO.: 7691.001
DESIGNED BY: JMM
DRAWN BY: JMM
CHECKED BY: KLS
DATE: MAY 6, 2025
SHEET: L5.26 (4)

FULL PATH: P:\2076\00\00\01\PLAN\Drawings\Plot Sheets\7691-Irrigation Plan

FILENAME: 7691-Irrigation Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025



NOTES:

1. THE INTENT OF THIS DESIGN IS TO SHOW THE PLACEMENT OF THE EQUIPMENT ELECTRICAL. THIS DOCUMENT SHOWS CONDUIT LOCATION AND CONTROL PANEL LOCATION (TYPE) AS A GUIDE ONLY. IT IS THE RESPONSIBILITY OF THE LICENSED ELECTRICAL CONTRACTOR (INSTALLER) TO INSTALL, APPROPRIATELY SIZED WIRE, CONDUIT(S), BONDING, AND SERVICES IN ACCORDANCE WITH BUT NOT LIMITED TO ALL CITY AND N.E.C. CODES.
2. IT IS THE RESPONSIBILITY OF THE LICENSED ELECTRICAL CONTRACTOR (INSTALLER) TO PROVIDE ANY ASSOCIATED PERMITS FOR INSPECTION PURPOSES. ELECTRICAL CONTRACTOR IS RESPONSIBLE TO PROVIDE SHOP DRAWINGS TO OWNER / OWNERS REP AND/OR THE DESIGN TEAM BY A MASTER ELECTRICIAN WITH THEIR FULL NAME AND LICENSE NUMBER.
3. PLUMBING RUNS SHOWN ARE DIAGRAMMATIC IN NATURE. FIELD INSTALLER TO LOCATE MOST APPROPRIATE PLUMBING LAYOUT IN ACCORDANCE WITH EXISTING SITE CONDITIONS.
4. INCON-TROL WATER SYSTEMS' ELECTRICAL CONTRACTORS LICENSE NUMBER: 25026. *REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, P.O. BOX 12157, AUSTIN, TEXAS 78711, 1.800.803.9202, 512.463.6599; WEBSITE: WWW.LICENSE.STATE.TX.US/COMPLAINTS.*
5. *INCON-TROL WATER SYSTEMS' MASTER ELECTRICIAN: MARK BOLAN, LICENSE REGISTRATION #: 35984*

NOTE:
EQUIPMENT TO BE FIELD STAKED FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

1 EQUIPMENT LAYOUT (TYP. AT ALL LOCATIONS)

SCALE: N.T.S.

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RAYMOND PARK

IRRIGATION PUMP STATION & SELF-CLEANING FILTER

ISSUE HISTORY

JESSE WELLS
JULY 18, 2025
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

Issue for Submittal: Not for Construction

TITLE	EQUIPMENT LAYOUT
DATE	7/18/2025
SCALE	N.T.S.
SHEET	WF2.00
ISSUE	FOR SUBMITTAL

NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES
4.	11/11/2024	IRRIGATION PUMP UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PUMP DETAILS-2

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-11756)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #:2122-PK

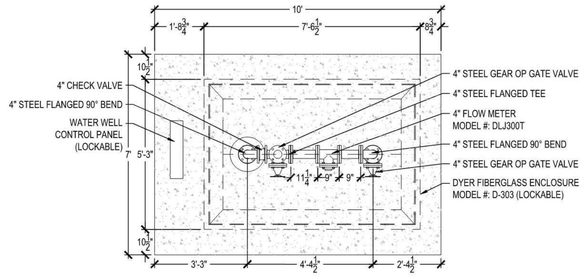
STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

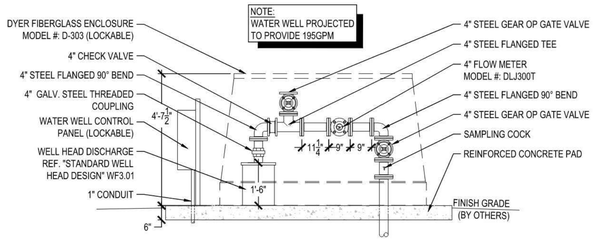
BID PACKAGE #2

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.24

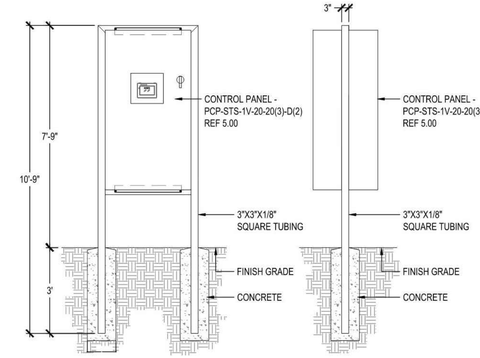
FILE PATH: P:\DOT\000\7691.001\PLA\Drawings\Plot Sheets\7691-Irrigation Plan

PRESENTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025





5 WELL PLUMBING DETAIL
SCALE: N.T.S.



3 ELECTRICAL RACK DETAIL
SCALE: N.T.S. MODEL #: PCP-STS-3V-20-20(3)-D(2)

INCON-TROL WATER SYSTEMS, SUBMARINE TURBINE SERIES, IRRIGATION PUMP STATION, 20 HORSEPOWER PUMP PROVIDING 200 GPM AT 70 PSI FOR A TOTAL OUTPUT OF 200 GPM AT 70 PSI 'TOTAL' AT SYSTEM DISCHARGE. PUMP MODEL #: STS-1V-20-200-70-20(3). 208V, THREE PHASE POWER TO BE PROVIDED BY OWNER TO PUMP CONTROL PANEL. PUMP STATION SHALL BE PRESSURE ACTIVATED, AND REQUIRES NO ELECTRICAL CONNECTION TO THE IRRIGATION SYSTEM. CONTACT INCON-TROL WATER SYSTEMS AT 214.733.8828 (EXT. 1), FOR FURTHER INFORMATION.

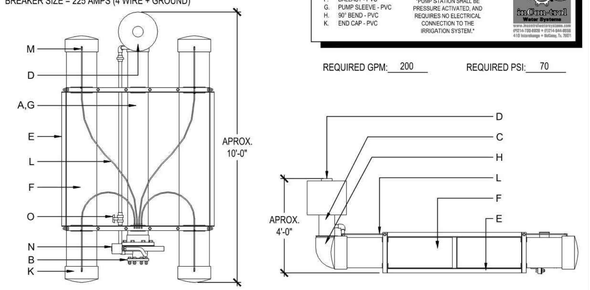
(PUMP STATION SHALL INCLUDE 20 HP PUMP/MOTORS, VARIABLE FREQUENCY DRIVES, PLC BASED CONTROLS WITH HMI [TYPE 3R FORCED-AIR VENTILATION ENCLOSURE], FLOW METER, LIGHTNING/SURGE ARRESTOR AND PRESSURE ACTIVATED START.

208 VOLT / 3 PHASE ELECTRICAL SERVICE:
BREAKER SIZE = 225 AMPS (4 WIRE + GROUND)

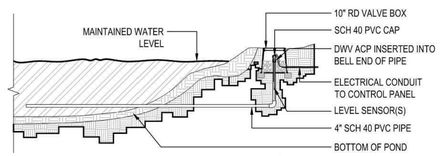
INCON-TROL WATER SYSTEMS: ***SUBMARINE TURBINE SERIES***

A.	SUBMERSIBLE PUMP/MOTOR	L.	AIR LINE
B.	DISCHARGE PLUMBING - FLANGED CONNECTION	M.	SHARKBITE FITTING
C.	SUCTION PLUMBING - PVC	N.	ELECTRICAL BOX
D.	SELF-CLEANING IN-TAKE SCREEN	O.	BALL VALVE
E.	ALUMINUM PUMP SKID		
F.	BALLAST - PVC	"PUMP STATION SHALL BE PRESSURE ACTIVATED, AND REQUIRES NO ELECTRICAL CONNECTION TO THE IRRIGATION SYSTEM."	
G.	PUMP SLEEVE - PVC		
H.	90° BEND - PVC		
K.	END CAP - PVC		

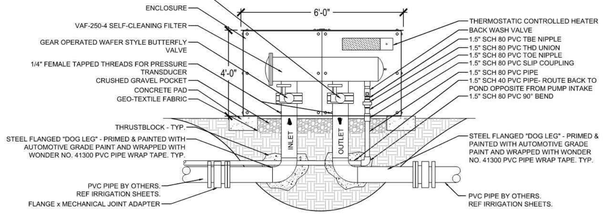
REQUIRED GPM: 200 REQUIRED PSI: 70



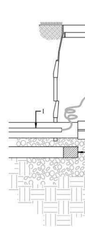
2 IRRIGATION PUMP DETAIL
SCALE: N.T.S. MODEL #: STS-1V-20-200-70-20(3)



7 POND LEVEL SENSOR(S)
SCALE: N.T.S.



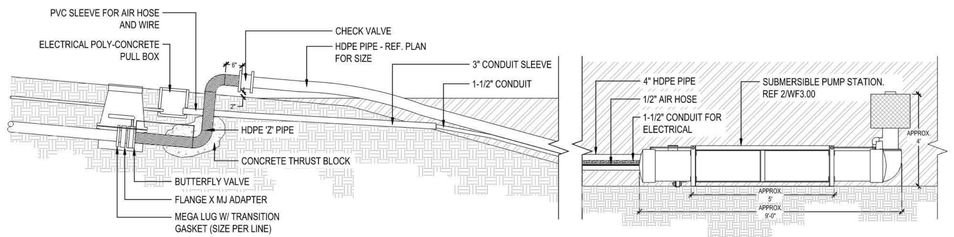
4 FILTER / ENCLOSURE PROFILE VIEW
SCALE: N.T.S. MODEL #: SCF-V250-4-B(1)CD(3)FK



CONSTRUCTION NOTES:

A. FINISH GRADE
B. 11x17 VALVE BOX W/ PURPLE LID
C. EXTENSION (AS NEEDED)
D. MAINLINE FROM PUMP STATION TO IRRIGATION SYSTEM (REF PLAN FOR SIZE)
E. FLOW METER
F. SADDLE TAP (W/ 2" FIPT)
G. GRAVEL
H. COMPACTED SUB-BASE
I. ELECTRICAL CONDUIT TO PUMP STATION
J. 2" DRAIN LINE - WRAP END OF PIPE W/ FILTER FABRIC

6 FLOW METER DETAIL
SCALE: N.T.S.



1 SHORE LINE CONNECTION / 'Z' PIPE DETAIL
SCALE: N.T.S.

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RAYMOND PARK
IRRIGATION PUMP STATION & SELF-CLEANING FILTER

ISSUE HISTORY

JESSE WELLS
JULY 16, 2025
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

Issue for Submittal: Not for Construction

TITLE	PROJECT DETAILS
DATE	7/18/2025
SCALE	N.T.S.
SHEET	WF3.00
ISSUE	FOR SUBMITTAL

NO.	DATE	DESCRIPTION
3.	10/21/2024	PR #2.3 - IRRIGATION UPDATES
4.	11/11/2024	IRRIGATION PUMP UPDATES
10.	7/21/2025	ASI #20 - IRRIGATION PUMP UPDATES

IRRIGATION PUMP DETAILS-3

DUNAWAY
550 Bailey Avenue • Suite 400 • Fort Worth, Texas 76107
Tel: 817.335.1121
(TX REG: F-1114)

RAYMOND COMMUNITY PARK
BLOCK 1, LOT 1
WILLIAM BUTLER SURVEY, ABSTRACT NO. 112
TOWN OF PROSPER, COLLIN COUNTY, TEXAS
TOWN PROJECT #: 2122-PK

STATE OF TEXAS
JANEL MOODY
20529
LICENSED IRRIGATOR
05/06/2025

BID PACKAGE #2

JOB NO.	7691.001
DESIGNED BY:	JMM
DRAWN BY:	JMM
CHECKED BY:	KLS
DATE:	MAY 6, 2025
SHEET:	L5.25 (4)

FULL PATH: P:\2076\00\700\100\12\Autl\Drawings\Plot Sheets\7691-Irrigation Plan
FILENAME: 7691-Singleton Plan.dwg
PLOTTED BY: Janel Moody
PLOTTED ON: Monday, July 21, 2025

CRITICAL ANALYSIS
SUBMERSIBLE PUMP 1 FOR EAST AREA

Generated: 2025-07-16 12:48

P.O.C. NUMBER: 02
Water Source Information:

FLOW AVAILABLE
Point of Connection Size: 4"
Flow Available 273.46 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 100 PSI
Pressure Available: 100 PSI

DESIGN ANALYSIS
Maximum Station Flow: 134.34 GPM
Flow Available at POC: 273.46 GPM
Residual Flow Available: 139.12 GPM

Critical Station: E-12
Design Pressure: 55 PSI
Friction Loss: 4.42 PSI
Fittings Loss: 0.44 PSI
Elevation Loss: 0 PSI
Loss through Valve: 11.6 PSI
Pressure Req. at Critical Station: 71.5 PSI
Loss for Fittings: 0.53 PSI
Loss for Main Line: 5.33 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Loss for Master Valve: 2.5 PSI
Critical Station Pressure at POC: 79.9 PSI
Pressure Available: 100 PSI
Residual Pressure Available: 20.1 PSI

WATERING SCHEDULE FOR EAST AREA

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
E-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.47 in/h	1.5	190	22,230	22,230
E-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.49 in/h	1.5	185	21,645	21,645
E-3	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.24 in/h	1.5	73	8,405	8,405
E-4	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	0.78 in/h	1.5	115	5,510	5,510
E-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.92 in/h	1.5	99	11,583	11,583
E-6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.44 in/h	1.5	205	23,985	23,985
E-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.43 in/h	1.5	209	24,453	24,453
E-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.44 in/h	1.5	206	24,102	24,102
E-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.42 in/h	1.5	214	25,038	25,038
E-10	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.86 in/h	1.5	105	11,340	11,340
E-11	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.46 in/h	1.5	197	23,049	23,049
E-12	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.95 in/h	1.5	96	12,096	12,096
E-13	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.45 in/h	1.5	202	23,634	23,634
E-14	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.47 in/h	1.5	192	22,464	22,464
E-15	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.29 in/h	1.5	70	9,404	9,404
E-16	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.7 in/h	1.5	54	1,481	1,481
E-17	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.96 in/h	1.5	46	3,569	3,569
E-18	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.45 in/h	1.5	199	21,492	21,492
E-19	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.88 in/h	1.5	102	11,016	11,016
E-20	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.5 in/h	1.5	180	21,060	21,060
E-21	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.5 in/h	1.5	181	21,177	21,177
E-22	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.99 in/h	1.5	92	8,280	8,280
E-23	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.52 in/h	1.5	174	12,528	12,528
		TOTALS:			3,386	369,540	369,540

VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	100.8		43.9		1.31 in/h
2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	75.6		63.9		0.78 in/h
3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	68.86		37.3		1.85 in/h
4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	103.5		66.7		5.1 in/h
5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	26.21		54.1		2.66 in/h
6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	20.8		59.6		0.77 in/h
7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	83.86		46.6		1.39 in/h
8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	112.5		68.8		1.28 in/h
9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	104.6		67.7		0.89 in/h
10	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	106.2		70.0		0.83 in/h
11	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	103.0		42.3		1.52 in/h
12	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	147.78		56.7		1.97 in/h
13	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	144		73.7		1.09 in/h
14	CONTROL VALVE: HUNTER ICV-R	1-1/2"	BUBBLER	83.25		70.2		30.64 in/h
15	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	121.2		70.2		0.75 in/h
16	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	76.5		61.7		1.33 in/h
17	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	84.57		49.6		1.53 in/h
18	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	91.69		43.0		1.21 in/h
19	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	103.67		41.5		1.69 in/h
20	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	72		61.9		1.03 in/h
21	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	79.7		40.4		1.49 in/h
22	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	81		65.3		1.04 in/h
23	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	81		63.1		0.96 in/h
24	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	45		58.4		0.92 in/h
25	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	36.85		37.1		1.6 in/h
26	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	130.5		75.0		1.25 in/h
27	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	70.59		37.9		1.48 in/h
28	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	34.78		36.3		1.69 in/h
29	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	76.5		61.2		1.25 in/h
30	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	126		70.2		0.93 in/h
31	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	90		64.6		0.93 in/h
32	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	135		70.6		0.48 in/h
E-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.4		0.47 in/h
E-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.2		0.49 in/h
E-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	115.14		43.5		1.24 in/h
E-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	47.91		36.2		0.78 in/h
E-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.5		0.92 in/h
E-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		70.3		0.44 in/h
E-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.8		0.43 in/h
E-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.5		0.44 in/h
E-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.6		0.42 in/h
E-10	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	108		66.6		0.86 in/h
E-11	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.9		0.46 in/h
E-12	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	126		71.5		0.95 in/h
E-13	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.2		0.45 in/h
E-14	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.4		0.47 in/h
E-15	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	134.34		48.1		1.29 in/h
E-16	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	27.43		45.2		1.7 in/h
E-17	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	77.58		45.8		1.96 in/h
E-18	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	108		66.7		0.45 in/h
E-19	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	108		67.1		0.88 in/h
E-20	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.1		0.5 in/h
E-21	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.6		0.5 in/h
E-22	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	90		64.2		0.99 in/h
E-23	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	72		61.5		0.52 in/h
F1-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	80.9		66.1		1.58 in/h
F1-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	71.7		65.1		0.89 in/h
F1-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	71.7		65.3		0.8 in/h
F1-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	64.8		64.7		0.8 in/h
F1-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	119.5		73.2		3.25 in/h
F1-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	114		72.6		2.26 in/h
F1-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.7		0.65 in/h
F1-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	119.5		73.0		0.85 in/h
F1-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	104.8		70.0		1.54 in/h
F2-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	104.8		70.0		1.51 in/h
F2-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.5		1.02 in/h
F2-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	71.7		65.5		0.7 in/h
F2-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	113.6		67.5		2.64 in/h
F2-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	119.5		73.3		2.92 in/h
F2-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	64.8		64.9		0.72 in/h
F2-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.7		0.66 in/h
F2-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.3		0.73 in/h
F2-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	80.9		66.1		1.5 in/h
F2-10	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	41.2		60.1		0.67 in/h
F3-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	80.9		66.2		1.64 in/h
F3-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.5		0.79 in/h
F3-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	71.7		65.4		0.66 in/h
F3-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	114		72.6		3.89 in/h
F3-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	75.6		66.3		0.69 in/h
F3-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	119.5		73.2		2.67 in/h
F3-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.6		0.68 in/h
F3-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.3		0.79 in/h
F3-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	104.8		69.9		1.54 in/h
F4-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	80.9		66.1		1.58 in/h
F4-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.4		0.82 in/h
F4-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.8		0.7 in/h
F4-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	114		72.6		2.45 in/h
F4-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	119.5		73.3		3.11 in/h
F4-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	64.8		65.1		0.73 in/h
F4-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	71.7		65.3		0.83 in/h
F4-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	95.6		68.4		0.95 in/h
F4-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	104.8		70.1		1.62 in/h
F4-10	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	44.8		60.9		0.5 in/h
W-1	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	54		59.2		0.51 in/h
W-2	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	81		62.3		0.42 in/h
W-3	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	90		63.4		0.87 in/h
W-4	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	71.11		37.3		1.7 in/h
W-5	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.3		0.46 in/h
W-6	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	94.41		39.2		1.86 in/h
W-7	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.4		0.43 in/h
W-8	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		70.0		0.43 in/h
W-9	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		68.4		0.46 in/h
W-10	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	130.5		72.0		1.25 in/h
W-11	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		70.0		0.43 in/h
W-12	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		70.0		0.43 in/h
W-13	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF SPRAY	120.77		47.7		1.56 in/h
W-14	CONTROL VALVE: HUNTER ICV-R	1-1/2"	BUBBLER	35.5		45.8		30.64 in/h
W-15	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.5		0.41 in/h
W-16	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.7		0.99 in/h
W-17	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	90		63.4		0.43 in/h
W-18	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		69.1		0.42 in/h
W-19	CONTROL VALVE: HUNTER ICV-R	1-1/2"	TURF ROTOR	117		70.2		0.43 in/h
	Common Wire				15,735			

CRITICAL ANALYSIS
SUBMERSIBLE PUMP 2 FOR COMMON AREAS AND FIELDS

Generated: 2025-07-16 12:49

P.O.C. NUMBER: 05
Water Source Information:

FLOW AVAILABLE
Point of Connection Size: 4"
Flow Available 373.9 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 100 PSI
Pressure Available: 100 PSI

DESIGN ANALYSIS
Maximum Station Flow: 147.78 GPM
Flow Available at POC: 373.9 GPM
Residual Flow Available: 226.12 GPM

Critical Station: F2-5
Design Pressure: 60 PSI
Friction Loss: 2.25 PSI
Fittings Loss: 0.23 PSI
Elevation Loss: 0 PSI
Loss through Valve: 10.8 PSI
Pressure Req. at Critical Station: 73.3 PSI
Loss for Fittings: 0.48 PSI
Loss for Main Line: 4.8 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Loss for Master Valve: 6.3 PSI
Critical Station Pressure at POC: 84.9 PSI
Pressure Available: 100 PSI
Residual Pressure Available: 15.1 PSI

WATERING SCHEDULE FOR COMMON AREAS AND FIELDS

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./DAY
1	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.31 in/h	1.5	69	6,955
2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.78 in/h	1.5	116	8,770
3	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.85 in/h	1.5	49	3,374
4	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	5.1 in/h	1.5	18	1,863
5	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	2.66 in/h	1.5	34	891
6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.77 in/h	1.5	118	2,454
7	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.39 in/h	1.5	65	5,451
8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.28 in/h	1.5	71	7,988
9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.89 in/h	1.5	102	10,669
10	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.83 in/h	1.5	109	11,576
11	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.52 in/h	1.5	60	6,180
12	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.97 in/h	1.5	46	6,798
13	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.09 in/h	1.5	83	11,952
14	CONTROL VALVE: HUNTER ICV-R	BUBBLER	30.64 in/h	1.5	3	250
15	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.75 in/h	1.5	120	14,544
16	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.33 in/h	1.5	68	5,202
17	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.53 in/h	1.5	60	5,074
18	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.21 in/h	1.5	75	6,877
19	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.69 in/h	1.5	54	5,598
20	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.03 in/h	1.5	88	6,336
21	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.49 in/h	1.5	61	4,862
22	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.04 in/h	1.5	87	7,047
23	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.96 in/h	1.5	94	7,614
24	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.92 in/h	1.5	98	4,410
25	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.6 in/h	1.5	57	2,100
26	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.25 in/h	1.5	72	9,396
27	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.48 in/h	1.5	61	4,306
28	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.69 in/h	1.5	54	1,878
29	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.25 in/h	1.5	72	5,508
30	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.93 in/h	1.5	97	12,222
31	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.93 in/h	1.5	97	8,730
32	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.48 in/h	1.5	190	25,650
F1-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.58 in/h	1.5	57	4,611
F1-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.89 in/h	1.5	102	7,313
F1-3	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.8 in/h	1.5	113	8,102
F1-4	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.8 in/h	1.5	113	7,322
F1-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	3.25 in/h	1.5	28	3,346
F1-6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	2.26 in/h	1.5	40	4,560
F1-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.65 in/h	1.5	138	13,193
F1-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.85 in/h	1.5	106	12,667
F1-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.54 in/h	1.5	59	6,183
F2-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.51 in/h	1.5	60	6,288
F2-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.02 in/h	1.5	89	8,508
F2-3	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.7 in/h	1.5	129	9,249
F2-4	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	2.64 in/h	1.5	35	3,976
F2-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	2.92 in/h	1.5	31	3,705
F2-6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.72 in/h	1.5	125	8,100
F2-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.66 in/h	1.5	138	13,193
F2-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.73 in/h	1.5	123	11,759
F2-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.5 in/h	1.5	61	4,935
F2-10	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.67 in/h	1.5	136	5,603
F3-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.64 in/h	1.5	55	4,450
F3-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.79 in/h	1.5	115	10,994
F3-3	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.66 in/h	1.5	136	9,751
F3-4	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	3.89 in/h	1.5	24	2,736
F3-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.69 in/h	1.5	131	9,904
F3-6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	2.67 in/h	1.5	34	4,063
F3-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.68 in/h	1.5	132	12,619
F3-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.79 in/h	1.5	115	10,994
F3-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.54 in/h	1.5	59	6,183
F4-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.58 in/h	1.5	57	4,611
F4-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.82 in/h	1.5	110	10,516
F4-3	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.7 in/h	1.5	129	12,332
F4-4	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	2.45 in/h	1.5	37	4,218
F4-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	3.11 in/h	1.5	29	3,466
F4-6	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.73 in/h	1.5	124	8,035
F4-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.83 in/h	1.5	109	7,815
F4-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.95 in/h	1.5	95	9,082
F4-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	1.62 in/h	1.5	56	5,869
F4-10	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.5 in/h	1.5	181	8,109
		TOTALS:			5,859	510,885

CRITICAL ANALYSIS
SUBMERSIBLE PUMP 3 FOR WEST AREA

Generated: 2025-07-16 12:50

P.O.C. NUMBER: 06
Water Source Information:

FLOW AVAILABLE
Point of Connection Size: 4"
Flow Available 273.46 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 100 PSI
Pressure Available: 100 PSI

DESIGN ANALYSIS
Maximum Station Flow: 130.5 GPM
Flow Available at POC: 273.46 GPM
Residual Flow Available: 142.96 GPM

Critical Station: W-10
Design Pressure: 55 PSI
Friction Loss: 4.42 PSI
Fittings Loss: 0.44 PSI
Elevation Loss: 0 PSI
Loss through Valve: 12.2 PSI
Pressure Req. at Critical Station: 72.0 PSI
Loss for Fittings: 0.81 PSI
Loss for Main Line: 8.09 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Loss for Master Valve: 2.5 PSI
Critical Station Pressure at POC: 83.4 PSI
Pressure Available: 100 PSI
Residual Pressure Available: 16.6 PSI

WATERING SCHEDULE FOR WEST AREA

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
W-1	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.51 in/h	1.5	176	9,504	9,504
W-2	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.42 in/h	1.5	215	17,415	17,415
W-3	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.87 in/h	1.5	104	9,360	9,360
W-4	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.7 in/h	1.5	53	3,769	3,769
W-5	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.46 in/h	1.5	197	23,049	23,049
W-6	CONTROL VALVE: HUNTER ICV-R	TURF SPRAY	1.86 in/h	1.5	49	4,626	4,626
W-7	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.43 in/h	1.5	210	24,570	24,570
W-8	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.43 in/h	1.5	209	24,453	24,453
W-9	CONTROL VALVE: HUNTER ICV-R	TURF ROTOR	0.46 in/h	1

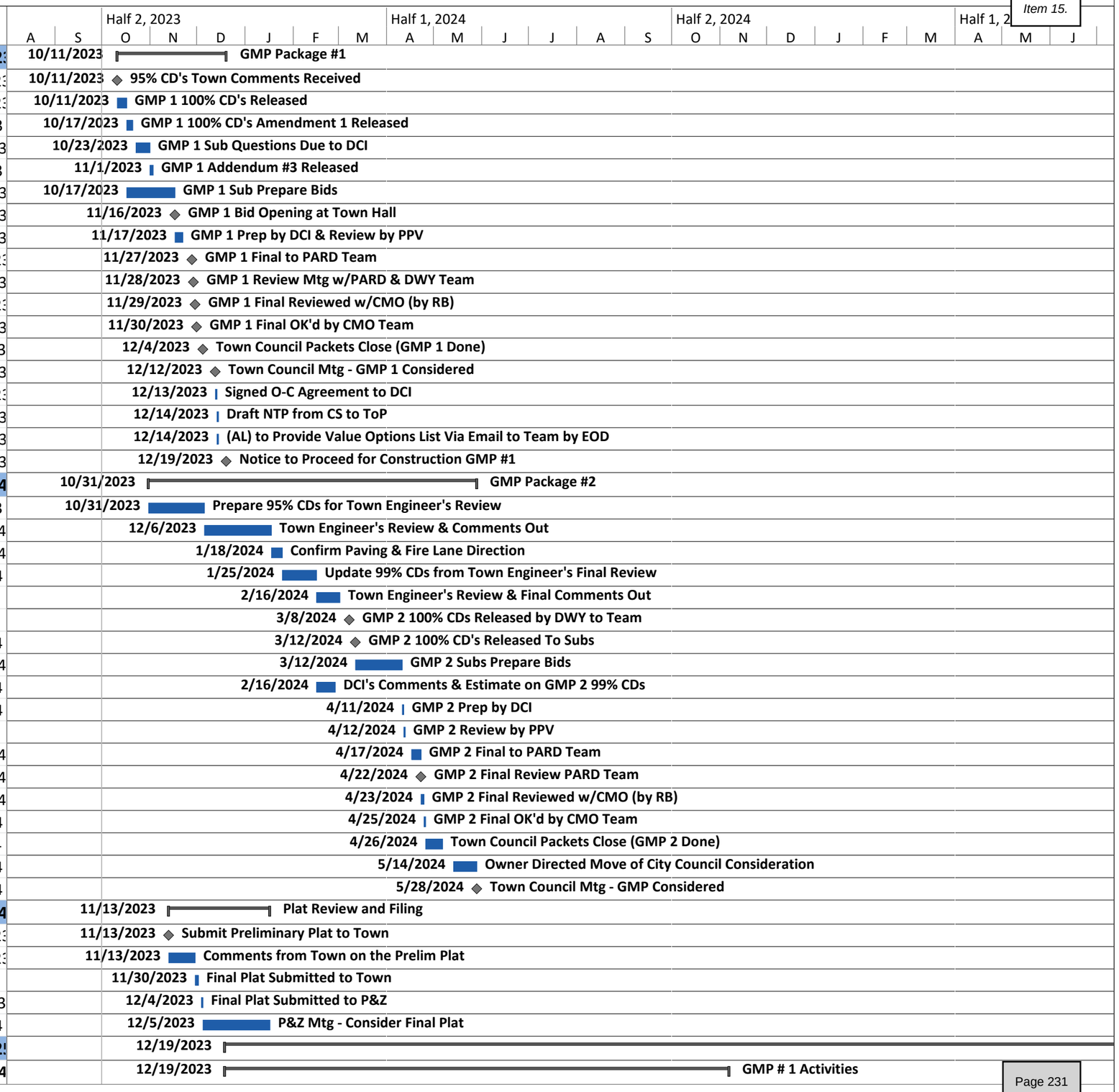
Master Project Schedule for CO #04

Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 9/27/25

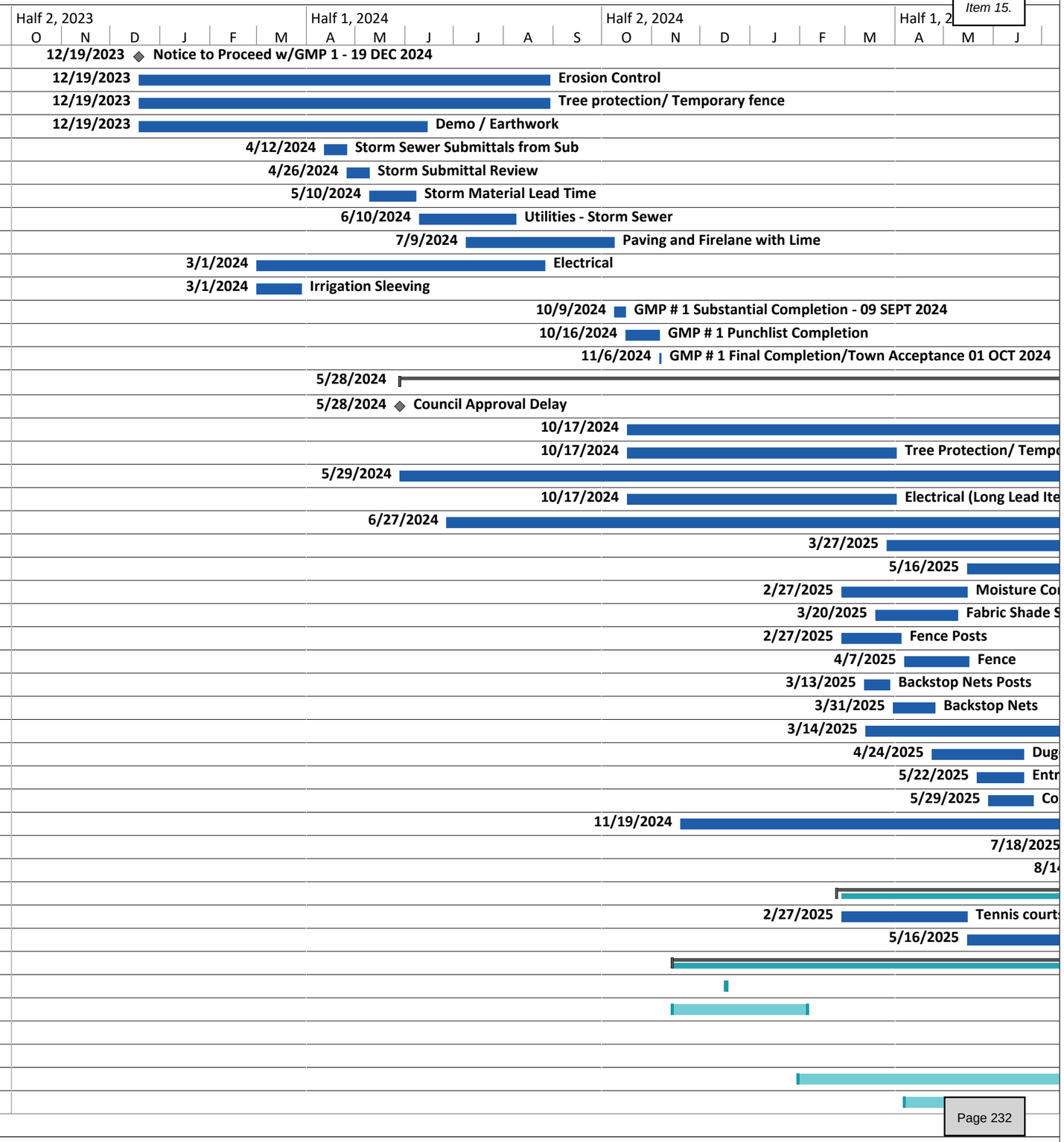
Item 15.

ID		Biz Days	Start	Finish
1	**GMP Package #1**	**48 days**	**Wed 10/11/2**	**Tue 12/19/2**
2	95% CD's Town Comments Received	0 days	Wed 10/11/2	Wed 10/11/2
3	GMP 1 100% CD's Released	4 days	Wed 10/11/2	Mon 10/16/2
4	GMP 1 100% CD's Amendment 1 Released	4 days	Tue 10/17/23	Fri 10/20/23
5	GMP 1 Sub Questions Due to DCI	7 days	Mon 10/23/2	Tue 10/31/23
6	GMP 1 Addendum #3 Released	2 days	Wed 11/1/23	Thu 11/2/23
7	GMP 1 Sub Prepare Bids	23 days	Tue 10/17/23	Thu 11/16/23
8	GMP 1 Bid Opening at Town Hall	0 days	Thu 11/16/23	Thu 11/16/23
9	GMP 1 Prep by DCI & Review by PPV	3 days	Fri 11/17/23	Tue 11/21/23
10	GMP 1 Final to PARD Team	0 days	Mon 11/27/2	Mon 11/27/2
11	GMP 1 Review Mtg w/PARD & DWY Team	0 days	Tue 11/28/23	Tue 11/28/23
12	GMP 1 Final Reviewed w/CMO (by RB)	0 days	Wed 11/29/2	Wed 11/29/2
13	GMP 1 Final OK'd by CMO Team	0 days	Thu 11/30/23	Thu 11/30/23
14	Town Council Packets Close (GMP 1 Done)	0 days	Mon 12/4/23	Mon 12/4/23
15	Town Council Mtg - GMP 1 Considered	0 days	Tue 12/12/23	Tue 12/12/23
16	Signed O-C Agreement to DCI	1 day	Wed 12/13/2	Wed 12/13/2
17	Draft NTP from CS to ToP	1 day	Thu 12/14/23	Thu 12/14/23
18	(AL) to Provide Value Options List Via Email to Team by E(	1 day	Thu 12/14/23	Thu 12/14/23
19	Notice to Proceed for Construction GMP #1	0 days	Tue 12/19/23	Tue 12/19/23
20	**GMP Package #2**	**147 days**	**Tue 10/31/2**	**Tue 5/28/24**
21	Prepare 95% CDs for Town Engineer's Review	24 days	Tue 10/31/23	Tue 12/5/23
22	Town Engineer's Review & Comments Out	30 days	Wed 12/6/23	Wed 1/17/24
23	Confirm Paving & Fire Lane Direction	5 days	Thu 1/18/24	Wed 1/24/24
24	Update 99% CDs from Town Engineer's Final Review	16 days	Thu 1/25/24	Thu 2/15/24
25	Town Engineer's Review & Final Comments Out	11 days	Fri 2/16/24	Fri 3/1/24
26	GMP 2 100% CDs Released by DWY to Team	0 days	Fri 3/8/24	Fri 3/8/24
27	GMP 2 100% CD's Released To Subs	0 days	Tue 3/12/24	Tue 3/12/24
28	GMP 2 Subs Prepare Bids	22 days	Tue 3/12/24	Wed 4/10/24
29	DCI's Comments & Estimate on GMP 2 99% CDs	8 days	Fri 2/16/24	Tue 2/27/24
30	GMP 2 Prep by DCI	1 day	Thu 4/11/24	Thu 4/11/24
31	GMP 2 Review by PPV	1 day	Fri 4/12/24	Fri 4/12/24
32	GMP 2 Final to PARD Team	4 days	Wed 4/17/24	Mon 4/22/24
33	GMP 2 Final Review PARD Team	0 days	Mon 4/22/24	Mon 4/22/24
34	GMP 2 Final Reviewed w/CMO (by RB)	2 days	Tue 4/23/24	Wed 4/24/24
35	GMP 2 Final OK'd by CMO Team	1 day	Thu 4/25/24	Thu 4/25/24
36	Town Council Packets Close (GMP 2 Done)	7 days	Fri 4/26/24	Mon 5/6/24
37	Owner Directed Move of City Council Consideration	10 days	Tue 5/14/24	Tue 5/28/24
38	Town Council Mtg - GMP Considered	0 days	Tue 5/28/24	Tue 5/28/24
39	**Plat Review and Filing**	**44 days**	**Mon 11/13/2**	**Tue 1/16/24**
40	Submit Preliminary Plat to Town	0 days	Mon 11/13/2	Mon 11/13/2
41	Comments from Town on the Prelim Plat	11 days	Mon 11/13/2	Wed 11/29/2
42	Final Plat Submitted to Town	2 days	Thu 11/30/23	Fri 12/1/23
43	Final Plat Submitted to P&Z	1 day	Mon 12/4/23	Mon 12/4/23
44	P&Z Mtg - Consider Final Plat	30 days	Tue 12/5/23	Tue 1/16/24
45	**Construction**	**517 days?**	**Tue 12/19/2**	**Tue 12/30/2**
46	**GMP # 1 Activities**	**228 days**	**Tue 12/19/23**	**Wed 11/6/24**



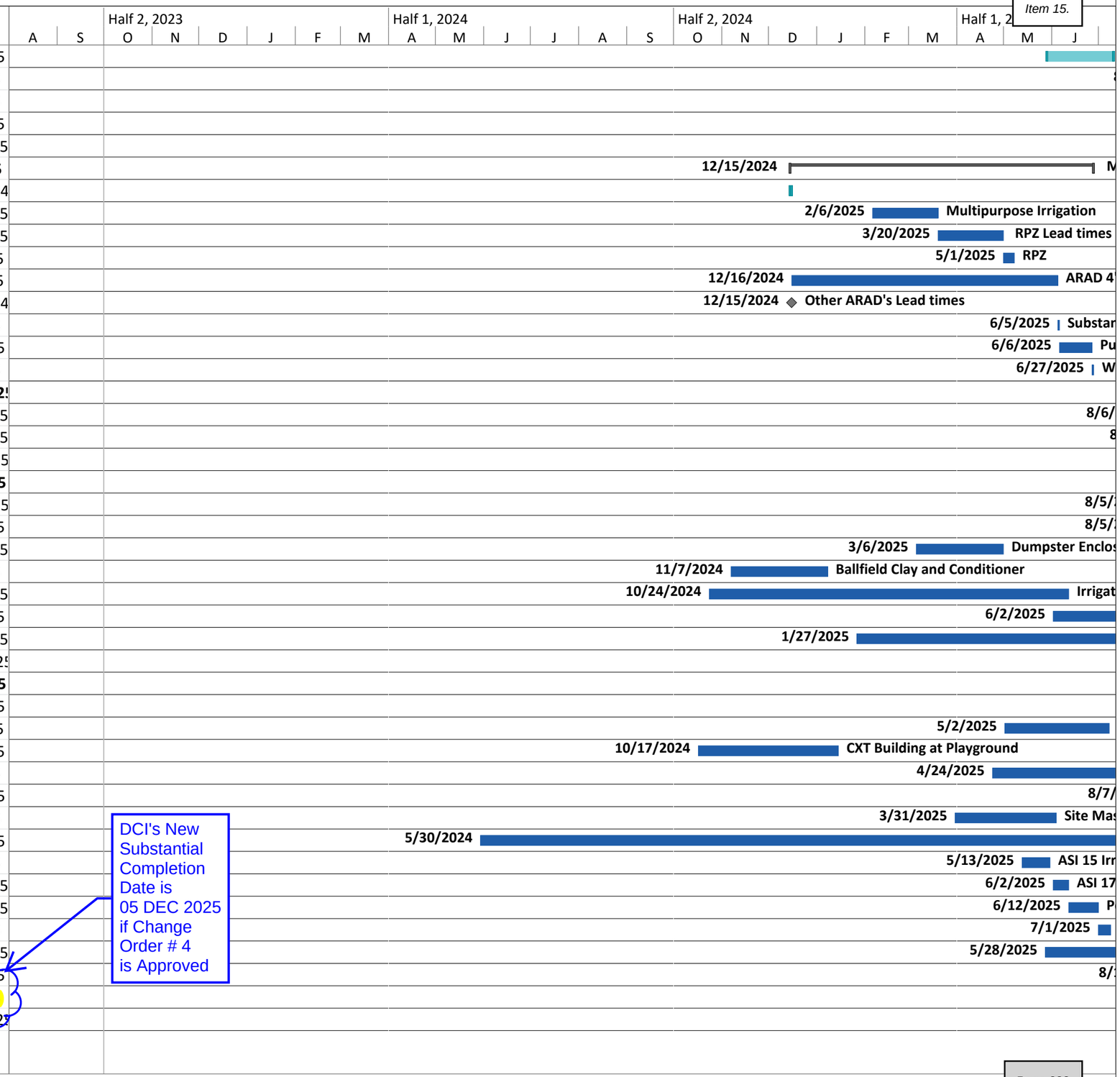
Master Project Schedule for CO #04 (continued)

ID				Finish
47	Notice to Proceed w/GMP 1 - 19 DEC 2024	0 days	Tue 12/19/23	Tue 12/19/23
48	Erosion Control	180 days	Tue 12/19/23	Thu 8/29/24
49	Tree protection/ Temporary fence	180 days	Tue 12/19/23	Thu 8/29/24
50	Demo / Earthwork	127 days	Tue 12/19/23	Fri 6/14/24
51	Storm Sewer Submittals from Sub	10 days	Fri 4/12/24	Thu 4/25/24
52	Storm Submittal Review	10 days	Fri 4/26/24	Thu 5/9/24
53	Storm Material Lead Time	20 days	Fri 5/10/24	Fri 6/7/24
54	Utilities - Storm Sewer	43 days	Mon 6/10/24	Thu 8/8/24
55	Paving and Firelane with Lime	65 days	Tue 7/9/24	Tue 10/8/24
56	Electrical	125 days	Fri 3/1/24	Mon 8/26/24
57	Irrigation Sleeving	20 days	Fri 3/1/24	Thu 3/28/24
58	GMP # 1 Substantial Completion - 09 SEPT 2024	5 days	Wed 10/9/24	Tue 10/15/24
59	GMP # 1 Punchlist Completion	15 days	Wed 10/16/24	Tue 11/5/24
60	GMP # 1 Final Completion/Town Acceptance 01 OCT 20	1 day	Wed 11/6/24	Wed 11/6/24
61	**GMP # 2 Activities**	**403 days?**	**Tue 5/28/24**	**Tue 12/30/25**
62	Council Approval Delay	0 days	Tue 5/28/24	Tue 5/28/24
63	Erosion Control	200 days	Thu 10/17/24	Thu 7/31/25
64	Tree Protection/ Temporary Fence	115 days	Thu 10/17/24	Tue 4/1/25
65	GMP #2 Construction Work	360 days	Wed 5/29/24	Mon 10/27/25
66	Electrical (Long Lead Items from GMP # 01)	115 days	Thu 10/17/24	Tue 4/1/25
67	Site Concrete	281 days	Thu 6/27/24	Tue 8/5/25
68	Limestone Block walls	80 days?	Thu 3/27/25	Fri 7/18/25
69	Pickleball Courts	120 days?	Fri 5/16/25	Tue 11/4/25
70	Moisture Conditioning @ Pickleball	56 days?	Thu 2/27/25	Thu 5/15/25
71	Fabric Shade Structure Foundations	37 days?	Thu 3/20/25	Fri 5/9/25
72	Fence Posts	27 days?	Thu 2/27/25	Fri 4/4/25
73	Fence	30 days	Mon 4/7/25	Fri 5/16/25
74	Backstop Nets Posts	12 days?	Thu 3/13/25	Fri 3/28/25
75	Backstop Nets	20 days	Mon 3/31/25	Fri 4/25/25
76	Bleacher Shade Structures	100 days?	Fri 3/14/25	Mon 8/4/25
77	Dugout Metal Roofs	40 days?	Thu 4/24/25	Thu 6/19/25
78	Entry Gateways	20 days?	Thu 5/22/25	Thu 6/19/25
79	Coit Road Monument Signs	20 days?	Thu 5/29/25	Wed 6/25/25
80	Restroom Concession Building	190 days	Tue 11/19/24	Tue 8/19/25
81	Aluminum Bleacher Seating	20 days	Fri 7/18/25	Thu 8/14/25
82	Parking Lot Striping	10 days?	Thu 8/14/25	Wed 8/27/25
83	**Tennis Courts add**	**180 days**	**Mon 2/24/25**	**Wed 11/5/25**
84	Tennis courts Moisture conditioning	56 days	Thu 2/27/25	Thu 5/15/25
85	Tennis courts	119 days	Fri 5/16/25	Mon 11/3/25
86	**Trail Expansion**	**241 days**	**Thu 11/14/24**	**Mon 10/27/25**
87	Notice to Proceed	1 day	Tue 12/17/24	Tue 12/17/24
88	Design Stage	56 days	Thu 11/14/24	Wed 2/5/25
89	Trail Construction	30 days	Thu 7/17/25	Wed 8/27/25
90	Low water crossings	30 days	Thu 7/17/25	Wed 8/27/25
91	Order Bridge	148 days	Fri 1/31/25	Thu 8/28/25
92	Install Piers	30 days	Mon 4/7/25	Fri 5/16/25



Master Project Schedule for CO #04 (continued)

ID				Finish
93	Install Abuttments	30 days	Thu 5/29/25	Thu 7/10/25
94	Install Bridge	1 day	Fri 8/29/25	Fri 8/29/25
95	Substantial Completion	1 day	Tue 9/2/25	Tue 9/2/25
96	Punchlist	15 days	Wed 9/3/25	Tue 9/23/25
97	Walkthrough	1 day	Wed 9/24/25	Wed 9/24/25
98	**Multipurpose Irrigation/Purple pipe**	**137 days**	**Sun 12/15/24**	**Fri 6/27/25**
99	Notice to proceed	1 day	Sun 12/15/24	Sun 12/15/24
100	Multipurpose Irrigation	30 days	Thu 2/6/25	Wed 3/19/25
101	RPZ Lead times	30 days	Thu 3/20/25	Wed 4/30/25
102	RPZ	5 days	Thu 5/1/25	Wed 5/7/25
103	ARAD 4" Lead time	120 days	Mon 12/16/24	Wed 6/4/25
104	Other ARAD's Lead times	0 days	Sun 12/15/24	Sun 12/15/24
105	Substantial Completion	1 day	Thu 6/5/25	Thu 6/5/25
106	Punchlist	15 days	Fri 6/6/25	Thu 6/26/25
107	Walkthrough	1 day	Fri 6/27/25	Fri 6/27/25
108	**Multipurpose lighting added 7/10/25**	**65 days?**	**Wed 7/23/25**	**Wed 10/22/25**
109	Underground	14 days?	Wed 8/6/25	Mon 8/25/25
110	Pole bases	14 days?	Tue 8/26/25	Mon 9/15/25
111	Pole setting (12 week lead time)	1 day?	Tue 10/21/25	Tue 10/21/25
112	**Irrigation Changes 7/10/25**	**58 days?**	**Tue 8/5/25**	**Fri 10/24/25**
113	New meters (10 week lead time)	50 days?	Tue 8/5/25	Tue 10/14/25
114	New RPZ's and irrigation changes (8 week lead time)	45 days?	Tue 8/5/25	Tue 10/7/25
115	Dumpster Enclosure	40 days?	Thu 3/6/25	Wed 4/30/25
116	Ballfield Clay and Conditioner	40 days?	Thu 11/7/24	Tue 1/7/25
117	Irrigation System with Town Water	160 days	Thu 10/24/24	Wed 6/11/25
118	Landscape	80 days	Mon 6/2/25	Tue 9/23/25
119	Fine Grade	180 days?	Mon 1/27/25	Wed 10/8/25
120	**Irrigation main lines ready for well system**	14 days?	Wed 10/22/25	Mon 11/10/25
121	**Turf Establishment edited 8/27/2025 (Change order #**	**30 days?**	**Wed 10/22/25**	**Thu 12/4/25**
122	All Sod no hydromulch	30 days?	Wed 10/22/25	Thu 12/4/25
123	Playground	45 days?	Fri 5/2/25	Mon 7/7/25
124	CXT Building at Playground	60 days?	Thu 10/17/24	Tue 1/14/25
125	Handrails/Guardrails	80 days?	Thu 4/24/25	Fri 8/15/25
126	Site Amenities	56 days	Thu 8/7/25	Fri 10/24/25
127	Site Masonry	46 days?	Mon 3/31/25	Tue 6/3/25
128	Construction Layout	358 days?	Thu 5/30/24	Fri 10/24/25
129	ASI 15 Irrigation changes	13 days	Tue 5/13/25	Fri 5/30/25
130	ASI 17 Irrigation changes	8 days	Mon 6/2/25	Wed 6/11/25
131	Pedestrian Poles Bid alt gmp 1 alt 2.0	13 days	Thu 6/12/25	Mon 6/30/25
132	Monument Sign bid alt gmp 2 alt 2.10	5 days	Tue 7/1/25	Tue 7/8/25
133	Rain Delay	58 days	Wed 5/28/25	Mon 8/18/25
134	Owner's Weather Float	32 days?	Tue 8/19/25	Thu 10/2/25
135	GMP # 2 Substantial Completion	1 day	Fri 12/5/25	Fri 12/5/25
136	GMP # 2 Punchlist Completion	15 days	Mon 12/8/25	Mon 12/29/25
137	GMP # 2 Final Completion/Town Acceptance	1 day	Tue 12/30/25	Tue 12/30/25



DCI's New Substantial Completion Date is 05 DEC 2025 if Change Order # 4 is Approved

CONTRACT AMENDMENT #2
BETWEEN THE TOWN OF PROSPER, TEXAS, AND PEAK PROGRAM VALUE, LLC
FOR THE RAYMOND COMMUNITY PARK PHASE 1 PROJECT 2122-PK

This Contract Amendment for Professional 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 **Peak Program Value, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Town previously engaged the services of the Consultant in connection with **Raymond Community Park Phase I Project 2122-PK** to be located at 201 Coit Road, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about February 27, 2024, in the amount of one hundred forty-one thousand, seven hundred & fifty dollars ($141,750), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about August 27, 2024, in the amount of sixty-four thousand, three hundred & ninety dollars ($64,390), hereinafter called the "Amendment #1"; and

WHEREAS, the Parties now desire to amend the Original Agreement plus Amendment #1 to increase the scope of services and compensation provided to include additional preconstruction services for added scopes of the Work, and an additional 5 months of construction services.

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 A.2 – Scope of Services & Compensation** and incorporated herein as if written word for word. All references in the Original Agreement and Amendment #1 to "Exhibit A" and "Exhibit A1" are hereby amended to state "Exhibit A2".

2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of eighty-one thousand, four hundred and sixty dollars ($81,460) for the additional services as set forth and described in **Exhibit A2 – Scope of Services & Compensation** and incorporated herein as if written word for word. All references in the Original Agreement and Amendment #1 to "Exhibit A" and "Exhibit A1" are hereby amended to state "Exhibit A2".

3. **Revised Compensation for Consultant's Services.** Paragraph 3 of the Original Agreement plus Amendment #1 is hereby amended to increase Consultant's total compensation by deleting two hundred and six thousand, one hundred & forty dollars ($206,140), and replacing it with two hundred eighty-seven thousand, six hundred dollars ($287,600).

4. **Revised Schedule for Consultant's Services.** Paragraph 4 of the Original Agreement is hereby amended to delete Exhibit B and Exhibit B.1 and replace them with Exhibit B.2. All references in the Original Agreement to "Exhibit B" and "Exhibit B1" are hereby amended to state "Exhibit B2."

5. **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____.

PEAK PROGRAM VALUE, LLC

By: _____
Signature

Chris Squadra
Printed Name

Partner
Title

September 15, 2025
Date

TOWN OF PROSPER, TEXAS

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

_____
Date

EXHIBIT A2
SCOPE OF SERVICES & COMPENSATION

The additional Services & Compensation for this Amendment # 02 follows this page.

Town of Prosper & Consultant PSA - Exhibit A.2

Updated 16 SEP 2025

Printed on 9/16/2025 at 1:

Scope of Services & Compensation - Raymond Park

Service Item #	Description	Level of Service
1.0	**Preconstruction**	**w/Below**
1.A	**Project Discovery, Goals & Project Definition**	**Complete**
1.0	Project Leadership Interviews	✓
2.0	Project Goal Setting	✓
3.0	Project Stakeholder Interviews	✓
4.0	Physical Asset Discovery & Documentation Review	✓
5.0	Manage Physical Asset Evaluation Process (by 3rd Party Subject Matter Experts)	
6.0	Current & Projected Needs Assessment	
7.0	Project Scope Definition	✓
1.B	**Goal-setting, Scheduling & Information Management**	**Complete**
1.0	Project Implementation Plan	✓
2.0	Communication & Information Management Plan	
3.0	Conceptual Master Project Schedule	✓
4.0	Conceptual Construction Phasing Plan	
5.0	Detailed Master Project Schedule	✓
1.C	**Cost Management**	**Complete**
1.0	Programmatic Construction Cost Estimate – One Scheme	✓
2.0	Programmatic Construction Cost Estimate – Additional Schemes (Each)	
3.0	Owner's Development Budget Validation	✓
4.0	Conceptual Design Construction Cost Estimate – One Scheme	✓
5.0	Conceptual Design Construction Cost Estimate – Additional Schemes (Each)	
6.0	Cash Flow Prediction	✓
7.0	50% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	
8.0	100% Schematic Design Construction Cost Estimate (Assumes Single Scheme)	✓
9.0	Validation of GC's Initial Construction Cost Estimate	✓
10.0	50% Design Development Construction Cost Estimate (Assumes Single Scheme)	
11.0	GC's Estimate Validation at 100% Design Development	✓
12.0	Validation of the GC's Proposed Final Guaranteed Maximum Price (GMP)	✓
13.0	Value Engineering, Life Cycle Cost Analysis and Evaluation of New Alternatives	✓
14.0	Coordination of Furnishings, Fixtures & Equipment (FF&E), IT, AV and Security Budgets	
1.D	**Best Value Procurement Processes**	**Complete**
1.0	"Owner-friendly" Design Team Selection Strategies	
2.0	Design Team Selection Assistance	
3.0	"Owner-friendly" Contracting Team Selection Strategies	

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Town of Prosper & Consultant PSA - Exhibit A.2

Updated 16 SEP 2025

Printed on 9/16/2025 at 1:

Scope of Services & Compensation - Raymond Park

Service Item #	Description	Level of Service
4.0	Contracting Team Selection Assistance	✓
5.0	Contractor/Sub Prequals, Solicitation, Bid Analysis & Award Recommendation Validation	✓
1.E	**Ongoing Preconstruction Services - From Start Date to Notice to Proceed for Construction**	**Complete**
1.0	Interactive Work Sessions and Meetings Required for Basic Preconstruction Services	✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate	
2.0	**Construction**	
2.A	**One Time Tasks - Set Up Project Controls & Information Management Systems**	
1.0	Cost Management Options Review	✓
2.0	Schedule Management Options Review	✓
3.0	Information Management Options Review	✓
4.0	Set Up the Chosen Systems, Processes & Tools for Tracking:	✓
.1	Budgets Against Commitments	✓
.2	Proposed Change Orders	✓
.3	Pending Commitments	✓
.4	GC, Design Team, and Consultant Contract Changes	✓
.5	Contingency Use Log(s)	✓
.6	Commitments vs. Budget	✓
.7	Payments vs. Commitments	✓
5.0	Set Up Buyout Savings Tracking Process with GC	✓
6.0	Set Up the Allowances & Furnishings/Equipment Budget Tracking System	✓
7.0	Review Project Controls Systems with Team	✓
8.0	Project Controls Systems Training for Architect & Owner Team	✓
	One Time Tasks - Set Up Project Controls & Information Management Systems	
2.B	**Ongoing Project Control Services - Cost, Schedule & Information Management**	
1.0	Ongoing Cost Management	✓
2.0	Ongoing Schedule Management	✓
3.0	Ongoing Information Management	✓
4.0	Meetings During Construction:	
.1	Project Executive	Monthly
.2	Senior Project Manager	
.3	Project Manager	4X per Month

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Town of Prosper & Consultant PSA - Exhibit A.2

Updated 16 SEP 2025

Printed on 9/16/2025 at 1:

Scope of Services & Compensation - Raymond Park

Service Item #	Description	Level of Service
.4	Assistant PM	
5.0	Review Project Status & Interview Team Members	✓
6.0	Read Weekly Meeting Minutes & Status Logs	✓
7.0	Reporting to Owner	4X per Month
8.0	Review Applications for Payment Monthly:	✓
.1	Note Compliance with the Contract and Standards of the Industry	✓
.2	Compare Scheduled/Completed Work vs. Amount Billed	✓
.3	Review Appropriateness of Contingency Reallocations	✓
.4	Validate Proper Documentation of Expenditures	✓
.5	Track Use of Allowances	✓
.6	Track Invoices for Furnishings & Equipment	✓
.7	Confirm Buyout Savings Status	✓
9.0	Update Owner's Budget	✓
10.0	Maintain and Update Project Budget Tracking System	✓
11.0	Publish Monthly Reports wExecutive Summary + Detailed Findings	✓
12.0	Establish Schedule Tracking Procedures	✓
13.0	Validate GC's Proposed Change Requests (up to a Max of 5.0% of GC's Contract Amount)	5.0%
	(5.0% CO Max is Calculated on Contract without Owner's Owner's Contingency Line Included)	
	(Evaluating & Negotiating COs Above this 5.0% Amount Is An Additional Service)	
14.0	Validate Project Turnover, Start-up, Owner Move-in, and Closeout Procedures	✓
	Services Duration = Current Project Contract Schedule; Extensions Calc'd at Monthly Rate Below	
	Ongoing Project Control Services - Cost, Schedule & Information Management	
2.C	**Owner Stakeholder Management**	
1.0	Provide Direct Interface with End-users and Other Stakeholders as Required	These Services to be Provided by the Town of Prosper (KB)
2.0	Maintain a Single Point of Project Contact for the Owner Team	
3.0	Provide Briefings of Officials, Council, Boards, Commissions, & Ad-hoc Committees	
4.0	Plan, Coordinate & Lead Project Update Meetings & Status Report Distribution for Above	
5.0	Provide a Public Communication Plan for Neighborhoods & Community-wide Citizens	
6.0	Assist Staff in Coordination of Ground-breaking, Announcements & Press Conferences	
7.0	Coordinate Design, Approval & Placement of Project Signage	
7.0	Serve as the Owner's Point of Contact during Construction	
8.0	Conduct Construction Update Meetings at Construction Sites	
2.D	**Quality Management**	

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Town of Prosper & Consultant PSA - Exhibit A.2

Updated 16 SEP 2025

Printed on 9/16/2025 at 1:

Scope of Services & Compensation - Raymond Park

Service Item #	Description	Level of Service
1.0	Coordinate Project Close Out, including Obtaining Final As-Built Plans from Contractor	✓
2.0	Monitor Construction Progress	✓
3.0	Advise the Owner of Any Observations of Non-Conforming Work or Other Quality Concerns	✓
4.0	Manage the Geotechnical Investigations ~~and Develop Contracts for Geotechnical Firms~~	✓
5.0	Review Results from Geotechnical Investigations	✓
6.0	Review Contractor's Quality Control Plan	✓
7.0	Provide Oversight of Owner's Quality Assurance Plan	✓
8.0	Review Submittals Prepared by the Contractor & Processed by the Design Team	✓
9.0	Coordinate Owner Staff Review of Submittals Where Required	By ToP (KB)
10.0	Coordinate Owner Vendors, to Include Security, Data, Telecom, & Move Management	By ToP (KB)
11.0	Coordinate Furnishings Installation (Furnishings Procurement by Others)	By ToP (KB)
12.0	Coordinate Owner's Architect's Site Visits & Facilty's Punchlist Distribution/Tracking	By Dunaway
13.0	Monitor Contractor's Completion of Punchlist Items & Architect's Confirmation of Same	By Dunaway
14.0	Coordinate Owner's Commissioning Consultant's Site Visits & Review Reports	Not Required
15.0	Monitor Contractor's Compliance w/Commissioning Consultant's Findings & Final Cx Report	Not Required
16.0	Coordinate Turnover of Closeout Documention & Project Information Management System	✓
17.0	Coordinate Owner's Architect's 11 Month Warranty Site Visit & Distribution Findings	By ToP (KB)
2.E	**Support Services for Other Owner Project Management Responsibilities**	
1.0	Issue “Notices to Proceed” on Appropriate Phases	✓
2.0	Coordinate TAS Consultant's Site Visit(s) & Review TAS Consultant's Findings	By Dunaway
	Support Services for Other Owner Project Management Responsibilties	
Original PSA Construction Services: 01 MAR 2024 to 31 MAY 2025 (Cost per Month)		**9,450**
Original PSA Construction Services Fees for Project Controls (15 Months x $ 9,450)		**141,750**
Additional Services for PPV's PSA Amendment #01		
Construction Services: Assumes 01 JUN 2025 to 30 SEP 2025 (Add 4 Months)		37,800
Construction Services Fees for Project Controls (Assumes 19 Months)		**179,550**

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Town of Prosper & Consultant PSA - Exhibit A.2

Updated 16 SEP 2025

Printed on 9/16/2025 at 1:

Scope of Services & Compensation - Raymond Park

Service Item #	Description	Level of Service
	Preconstruction Services: Original Scope of Work	23,450
	Preconstruction Services: Added $2M Funding - Scope & Budget Management	3,140
	Project Control Services (Original + Amndt # 1) (Approved) Current Contract =	**206,140**
	Additional Services for PPV's PSA Amendment #02	
	Construction Services: Assumes 01 OCT 2025 to 31 JAN 2026 (Add 5 Months)	47,250
	Construction Services Fees for Project Controls (Assumes 24 Months)	**253,390**
	Preconstruction Services: Well System Procurement Process - Facilitation & Validation	34,210
	Preconstruction Services: Added Funding to 30 SEP 2025 - Scope & Budget Mngmnt	w/Above
	Preconstruction + Construction Project Control Services (Original + Amndt #s 1 + 2)	**287,600**

3.0	Task Order Clarifications & Exclusions	
3.1	Safety Plan and Logistics Coordination Are Solely the Resonsibilty of the Contractor	Excluded
3.2	Quality Management of Materials & Installation Are Solely the Resonsibilty of the Contractor	Excluded
3.3	Consultant Will Be Performing Onsite Observations, not Continuous or Exhaustive Inspections	Excluded
3.4	Consultant Will Not be Held Responsible for Contractor's or Vendor's Nonconforming Work	Excluded
3.5	Consultant is Not Responsible for Architect's or Contractor's Failure to Perform	Excluded
3.6	Fees for for Architect's or Contractor's Failure to Perform, or Project Delays are Add Services	Excluded
3.7	Design, Procurement, and Delivery of Furnishings is by Others	Excluded
3.8	Design, Procurement, and Delivery of Security, Data, Telecom Equipment is by Others	Excluded
3.9	Services Not Checked in Sections Above (Even if Included In PSA Exhibit A) Are Excluded	Excluded

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EXHIBIT B2
SCHEDULE

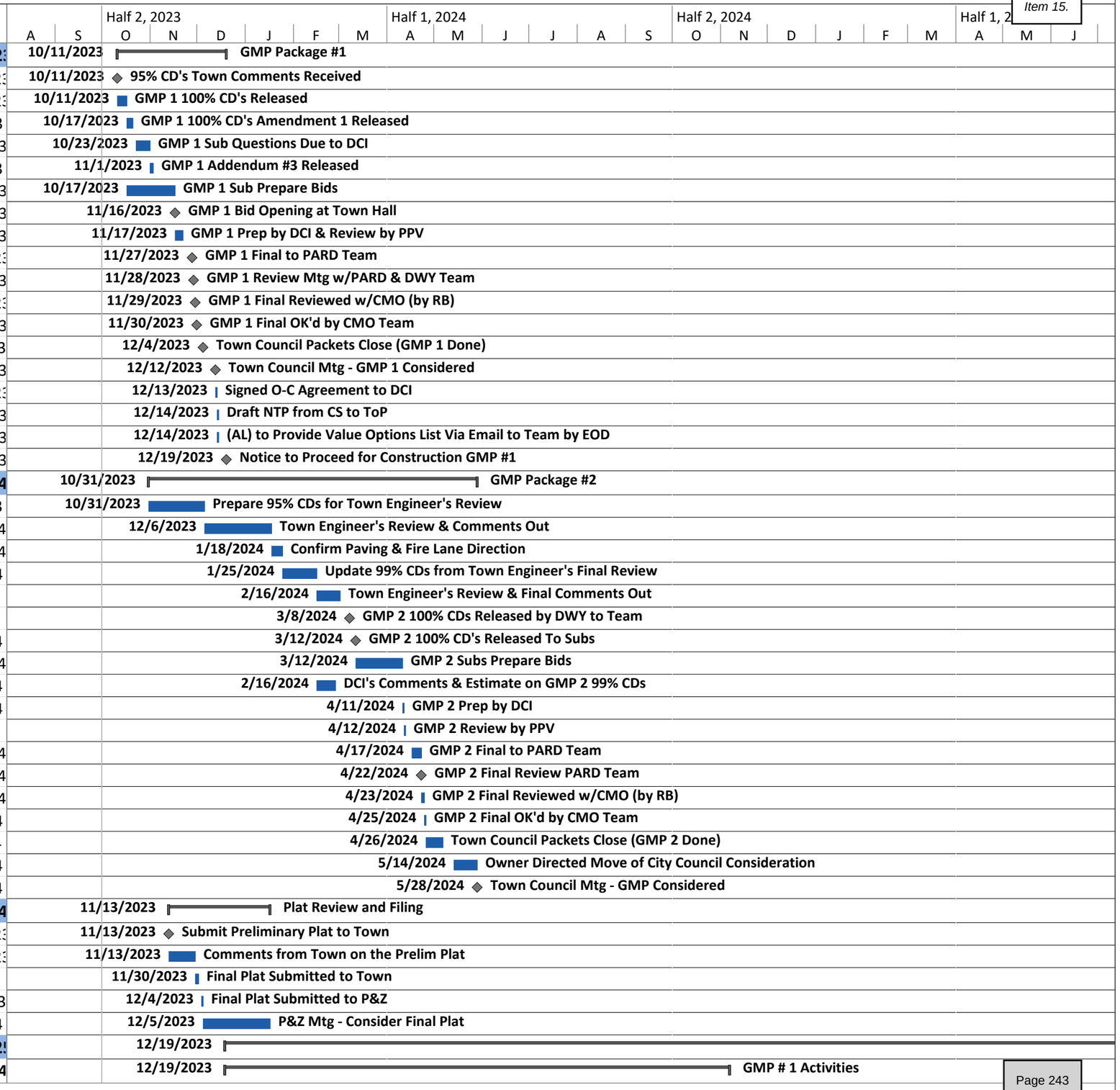
The updated Schedule for this Amendment # 02 follows this page.

Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 9/27/25

Item 15.

ID	Description	Biz Days	Start	Finish
1	**GMP Package #1**	**48 days**	**Wed 10/11/23**	**Tue 12/19/23**
2	95% CD's Town Comments Received	0 days	Wed 10/11/23	Wed 10/11/23
3	GMP 1 100% CD's Released	4 days	Wed 10/11/23	Mon 10/16/23
4	GMP 1 100% CD's Amendment 1 Released	4 days	Tue 10/17/23	Fri 10/20/23
5	GMP 1 Sub Questions Due to DCI	7 days	Mon 10/23/23	Tue 10/31/23
6	GMP 1 Addendum #3 Released	2 days	Wed 11/1/23	Thu 11/2/23
7	GMP 1 Sub Prepare Bids	23 days	Tue 10/17/23	Thu 11/16/23
8	GMP 1 Bid Opening at Town Hall	0 days	Thu 11/16/23	Thu 11/16/23
9	GMP 1 Prep by DCI & Review by PPV	3 days	Fri 11/17/23	Tue 11/21/23
10	GMP 1 Final to PARD Team	0 days	Mon 11/27/23	Mon 11/27/23
11	GMP 1 Review Mtg w/PARD & DWY Team	0 days	Tue 11/28/23	Tue 11/28/23
12	GMP 1 Final Reviewed w/CMO (by RB)	0 days	Wed 11/29/23	Wed 11/29/23
13	GMP 1 Final OK'd by CMO Team	0 days	Thu 11/30/23	Thu 11/30/23
14	Town Council Packets Close (GMP 1 Done)	0 days	Mon 12/4/23	Mon 12/4/23
15	Town Council Mtg - GMP 1 Considered	0 days	Tue 12/12/23	Tue 12/12/23
16	Signed O-C Agreement to DCI	1 day	Wed 12/13/23	Wed 12/13/23
17	Draft NTP from CS to ToP	1 day	Thu 12/14/23	Thu 12/14/23
18	(AL) to Provide Value Options List Via Email to Team by EO	1 day	Thu 12/14/23	Thu 12/14/23
19	Notice to Proceed for Construction GMP #1	0 days	Tue 12/19/23	Tue 12/19/23
20	**GMP Package #2**	**147 days**	**Tue 10/31/23**	**Tue 5/28/24**
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22	Town Engineer's Review & Comments Out	30 days	Wed 12/6/23	Wed 1/17/24
23	Confirm Paving & Fire Lane Direction	5 days	Thu 1/18/24	Wed 1/24/24
24	Update 99% CDs from Town Engineer's Final Review	16 days	Thu 1/25/24	Thu 2/15/24
25	Town Engineer's Review & Final Comments Out	11 days	Fri 2/16/24	Fri 3/1/24
26	GMP 2 100% CDs Released by DWY to Team	0 days	Fri 3/8/24	Fri 3/8/24
27	GMP 2 100% CD's Released To Subs	0 days	Tue 3/12/24	Tue 3/12/24
28	GMP 2 Subs Prepare Bids	22 days	Tue 3/12/24	Wed 4/10/24
29	DCI's Comments & Estimate on GMP 2 99% CDs	8 days	Fri 2/16/24	Tue 2/27/24
30	GMP 2 Prep by DCI	1 day	Thu 4/11/24	Thu 4/11/24
31	GMP 2 Review by PPV	1 day	Fri 4/12/24	Fri 4/12/24
32	GMP 2 Final to PARD Team	4 days	Wed 4/17/24	Mon 4/22/24
33	GMP 2 Final Review PARD Team	0 days	Mon 4/22/24	Mon 4/22/24
34	GMP 2 Final Reviewed w/CMO (by RB)	2 days	Tue 4/23/24	Wed 4/24/24
35	GMP 2 Final OK'd by CMO Team	1 day	Thu 4/25/24	Thu 4/25/24
36	Town Council Packets Close (GMP 2 Done)	7 days	Fri 4/26/24	Mon 5/6/24
37	Owner Directed Move of City Council Consideration	10 days	Tue 5/14/24	Tue 5/28/24
38	Town Council Mtg - GMP Considered	0 days	Tue 5/28/24	Tue 5/28/24
39	**Plat Review and Filing**	**44 days**	**Mon 11/13/23**	**Tue 1/16/24**
40	Submit Preliminary Plat to Town	0 days	Mon 11/13/23	Mon 11/13/23
41	Comments from Town on the Prelim Plat	11 days	Mon 11/13/23	Wed 11/29/23
42	Final Plat Submitted to Town	2 days	Thu 11/30/23	Fri 12/1/23
43	Final Plat Submitted to P&Z	1 day	Mon 12/4/23	Mon 12/4/23
44	P&Z Mtg - Consider Final Plat	30 days	Tue 12/5/23	Tue 1/16/24
45	**Construction**	**517 days?**	**Tue 12/19/23**	**Tue 12/30/25**
46	**GMP # 1 Activities**	**228 days**	**Tue 12/19/23**	**Wed 11/6/24**

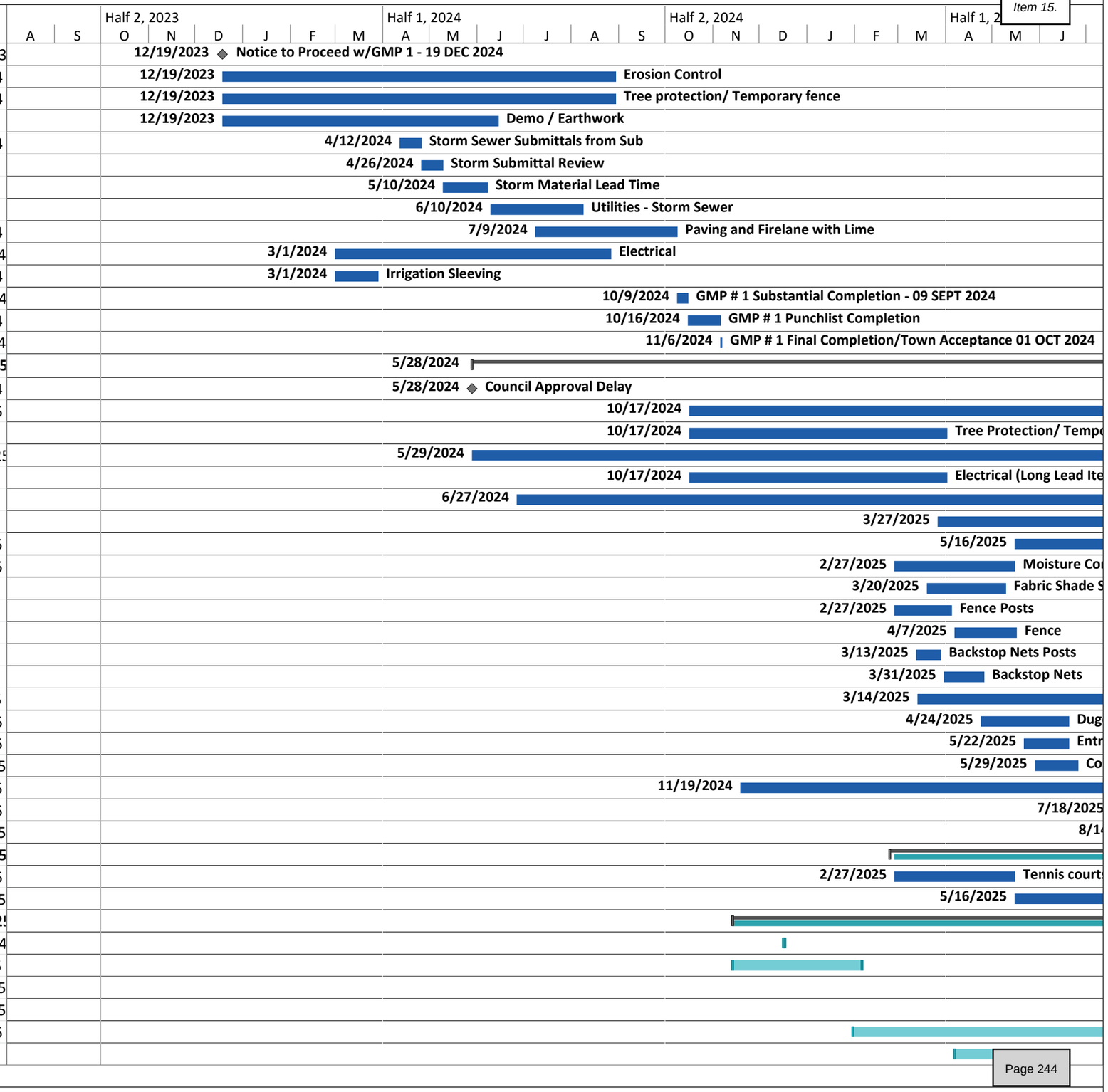


Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 9/27/25

Item 15.

ID	Description	Biz Days	Start	Finish
47	Notice to Proceed w/GMP 1 - 19 DEC 2024	0 days	Tue 12/19/23	Tue 12/19/23
48	Erosion Control	180 days	Tue 12/19/23	Thu 8/29/24
49	Tree protection/ Temporary fence	180 days	Tue 12/19/23	Thu 8/29/24
50	Demo / Earthwork	127 days	Tue 12/19/23	Fri 6/14/24
51	Storm Sewer Submittals from Sub	10 days	Fri 4/12/24	Thu 4/25/24
52	Storm Submittal Review	10 days	Fri 4/26/24	Thu 5/9/24
53	Storm Material Lead Time	20 days	Fri 5/10/24	Fri 6/7/24
54	Utilities - Storm Sewer	43 days	Mon 6/10/24	Thu 8/8/24
55	Paving and Firelane with Lime	65 days	Tue 7/9/24	Tue 10/8/24
56	Electrical	125 days	Fri 3/1/24	Mon 8/26/24
57	Irrigation Sleeving	20 days	Fri 3/1/24	Thu 3/28/24
58	GMP # 1 Substantial Completion - 09 SEPT 2024	5 days	Wed 10/9/24	Tue 10/15/24
59	GMP # 1 Punchlist Completion	15 days	Wed 10/16/24	Tue 11/5/24
60	GMP # 1 Final Completion/Town Acceptance 01 OCT 20	1 day	Wed 11/6/24	Wed 11/6/24
61	**GMP # 2 Activities**	**403 days?**	**Tue 5/28/24**	**Tue 12/30/25**
62	Council Approval Delay	0 days	Tue 5/28/24	Tue 5/28/24
63	Erosion Control	200 days	Thu 10/17/24	Thu 7/31/25
64	Tree Protection/ Temporary Fence	115 days	Thu 10/17/24	Tue 4/1/25
65	GMP #2 Construction Work	360 days	Wed 5/29/24	Mon 10/27/25
66	Electrical (Long Lead Items from GMP # 01)	115 days	Thu 10/17/24	Tue 4/1/25
67	Site Concrete	281 days	Thu 6/27/24	Tue 8/5/25
68	Limestone Block walls	80 days?	Thu 3/27/25	Fri 7/18/25
69	Pickleball Courts	120 days?	Fri 5/16/25	Tue 11/4/25
70	Moisture Conditioning @ Pickleball	56 days?	Thu 2/27/25	Thu 5/15/25
71	Fabric Shade Structure Foundations	37 days?	Thu 3/20/25	Fri 5/9/25
72	Fence Posts	27 days?	Thu 2/27/25	Fri 4/4/25
73	Fence	30 days	Mon 4/7/25	Fri 5/16/25
74	Backstop Nets Posts	12 days?	Thu 3/13/25	Fri 3/28/25
75	Backstop Nets	20 days	Mon 3/31/25	Fri 4/25/25
76	Bleacher Shade Structures	100 days?	Fri 3/14/25	Mon 8/4/25
77	Dugout Metal Roofs	40 days?	Thu 4/24/25	Thu 6/19/25
78	Entry Gateways	20 days?	Thu 5/22/25	Thu 6/19/25
79	Coit Road Monument Signs	20 days?	Thu 5/29/25	Wed 6/25/25
80	Restroom Concession Building	190 days	Tue 11/19/24	Tue 8/19/25
81	Aluminum Bleacher Seating	20 days	Fri 7/18/25	Thu 8/14/25
82	Parking Lot Striping	10 days?	Thu 8/14/25	Wed 8/27/25
83	**Tennis Courts add**	**180 days**	**Mon 2/24/25**	**Wed 11/5/25**
84	Tennis courts Moisture conditioning	56 days	Thu 2/27/25	Thu 5/15/25
85	Tennis courts	119 days	Fri 5/16/25	Mon 11/3/25
86	**Trail Expansion**	**241 days**	**Thu 11/14/24**	**Mon 10/27/25**
87	Notice to Proceed	1 day	Tue 12/17/24	Tue 12/17/24
88	Design Stage	56 days	Thu 11/14/24	Wed 2/5/25
89	Trail Construction	30 days	Thu 7/17/25	Wed 8/27/25
90	Low water crossings	30 days	Thu 7/17/25	Wed 8/27/25
91	Order Bridge	148 days	Fri 1/31/25	Thu 8/28/25
92	Install Piers	30 days	Mon 4/7/25	Fri 5/16/25



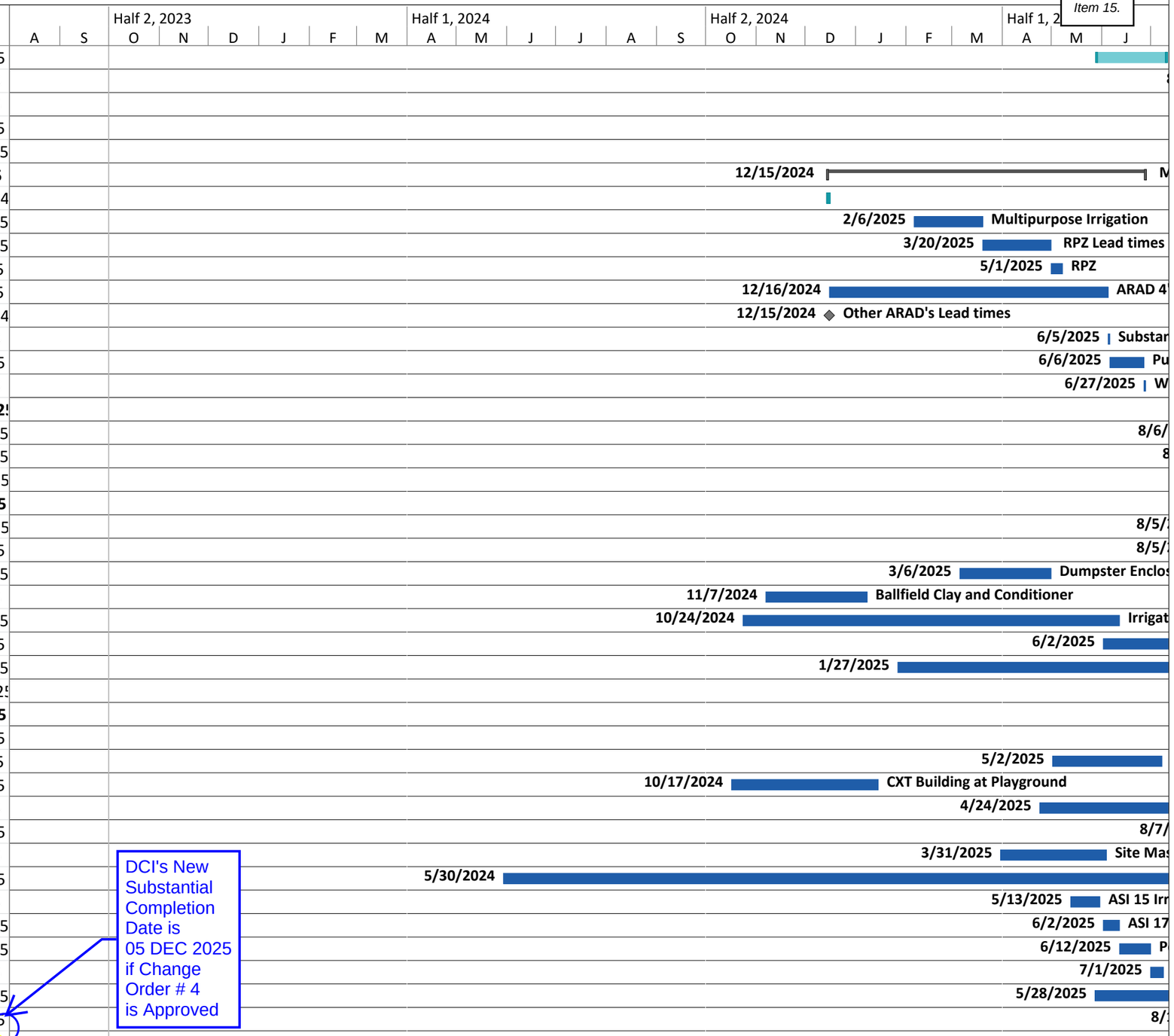
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Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 8/27/25

Item 15.

ID	Description	Biz Days	Start	Finish
93	Install Abuttments	30 days	Thu 5/29/25	Thu 7/10/25
94	Install Bridge	1 day	Fri 8/29/25	Fri 8/29/25
95	Substantial Completion	1 day	Tue 9/2/25	Tue 9/2/25
96	Punchlist	15 days	Wed 9/3/25	Tue 9/23/25
97	Walkthrough	1 day	Wed 9/24/25	Wed 9/24/25
98	**Multipurpose Irrigation/Purple pipe**	**137 days**	**Sun 12/15/24**	**Fri 6/27/25**
99	Notice to proceed	1 day	Sun 12/15/24	Sun 12/15/24
100	Multipurpose Irrigation	30 days	Thu 2/6/25	Wed 3/19/25
101	RPZ Lead times	30 days	Thu 3/20/25	Wed 4/30/25
102	RPZ	5 days	Thu 5/1/25	Wed 5/7/25
103	ARAD 4" Lead time	120 days	Mon 12/16/24	Wed 6/4/25
104	Other ARAD's Lead times	0 days	Sun 12/15/24	Sun 12/15/24
105	Substantial Completion	1 day	Thu 6/5/25	Thu 6/5/25
106	Punchlist	15 days	Fri 6/6/25	Thu 6/26/25
107	Walkthrough	1 day	Fri 6/27/25	Fri 6/27/25
108	**Multipurpose lighting added 7/10/25**	**65 days?**	**Wed 7/23/25**	**Wed 10/22/25**
109	Underground	14 days?	Wed 8/6/25	Mon 8/25/25
110	Pole bases	14 days?	Tue 8/26/25	Mon 9/15/25
111	Pole setting (12 week lead time)	1 day?	Tue 10/21/25	Tue 10/21/25
112	**Irrigation Changes 7/10/25**	**58 days?**	**Tue 8/5/25**	**Fri 10/24/25**
113	New meters (10 week lead time)	50 days?	Tue 8/5/25	Tue 10/14/25
114	New RPZ's and irrigation changes (8 week lead time)	45 days?	Tue 8/5/25	Tue 10/7/25
115	Dumpster Enclosure	40 days?	Thu 3/6/25	Wed 4/30/25
116	Ballfield Clay and Conditioner	40 days?	Thu 11/7/24	Tue 1/7/25
117	Irrigation System with Town Water	160 days	Thu 10/24/24	Wed 6/11/25
118	Landscape	80 days	Mon 6/2/25	Tue 9/23/25
119	Fine Grade	180 days?	Mon 1/27/25	Wed 10/8/25
120	**Irrigation main lines ready for well system**	14 days?	Wed 10/22/25	Mon 11/10/25
121	**Turf Establishment edited 8/27/2025 (Change order #**	**30 days?**	**Wed 10/22/25**	**Thu 12/4/25**
122	All Sod no hydromulch	30 days?	Wed 10/22/25	Thu 12/4/25
123	Playground	45 days?	Fri 5/2/25	Mon 7/7/25
124	CXT Building at Playground	60 days?	Thu 10/17/24	Tue 1/14/25
125	Handrails/Guardrails	80 days?	Thu 4/24/25	Fri 8/15/25
126	Site Amenities	56 days	Thu 8/7/25	Fri 10/24/25
127	Site Masonry	46 days?	Mon 3/31/25	Tue 6/3/25
128	Construction Layout	358 days?	Thu 5/30/24	Fri 10/24/25
129	ASI 15 Irrigation changes	13 days	Tue 5/13/25	Fri 5/30/25
130	ASI 17 Irrigation changes	8 days	Mon 6/2/25	Wed 6/11/25
131	Pedestrian Poles Bid alt gmp 1 alt 2.0	13 days	Thu 6/12/25	Mon 6/30/25
132	Monument Sign bid alt gmp 2 alt 2.10	5 days	Tue 7/1/25	Tue 7/8/25
133	Rain Delay	58 days	Wed 5/28/25	Mon 8/18/25
134	Owner's Weather Float	32 days?	Tue 8/19/25	Thu 10/2/25
135	GMP # 2 Substantial Completion	1 day	Fri 12/5/25	Fri 12/5/25
136	GMP # 2 Punchlist Completion	15 days	Mon 12/8/25	Mon 12/29/25
137	GMP # 2 Final Completion/Town Acceptance	1 day	Tue 12/30/25	Tue 12/30/25



DCI's New Substantial Completion Date is 05 DEC 2025 if Change Order # 4 is Approved

CONTRACT AMENDMENT #4
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE RAYMOND COMMUNITY PARK PHASE 1 PROJECT 2122-PK

This Contract Amendment for Professional 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 **Dunaway Associates, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Town previously engaged the services of the Consultant in connection with **Raymond Community Park Phase I Project 2122-PK** to be located at 201 Coit Road, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about March 21, 2022, in the amount of one million, ninety-one thousand, six hundred dollars ($1,091,600), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about September 26, 2023, to add scope of services and additional compensation in the amount of two hundred and sixty-one thousand, two hundred and fifty dollars ($261,250), hereinafter called the "Amendment #1";

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about August 27, 2024, to add scope of services and additional compensation in the amount of sixty-one thousand dollars ($61,000), hereinafter called the "Amendment #2";

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about January 06, 2025, to add scope of services and additional compensation in the amount of twenty-nine thousand, five hundred dollars ($29,500), hereinafter called the "Amendment #3";

WHEREAS, the Parties now desire to amend the Original Agreement plus Amendment #1, Amendment #2, and Amendment #3 to increase the scope of services and compensation provided to include sports lighting at the multi-purpose fields.

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."

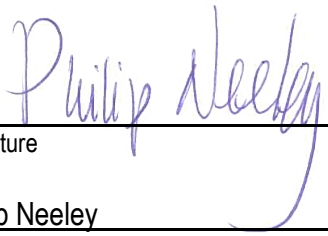
2. **Additional Compensation of Consultant.** Town agrees to pay to Consultant for the satisfactory completion of all services included in this Amendment a total additional fee of Eighteen thousand five hundred dollars ($18,500) for the additional services as set forth and described in **Exhibit B1 – 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 plus Amendment #1, Amendment #2, and Amendment 3 is hereby amended with the addition of this Amendment #4 to increase Consultant's total compensation by deleting one million, four hundred forty-three thousand, three hundred and fifty dollars ($1,443,350) and replacing it with one million, four hundred sixty-one thousand, eight hundred and fifty dollars ($1,461,850).

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____.

DUNAWAY ASSOCIATES, LLC

By: 
Signature

Philip Neeley
Printed Name

Senior Engagement Manager
Title

September 11, 2025
Date

TOWN OF PROSPER, TEXAS

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

_____
Date

EXHIBIT A1
SCOPE OF SERVICES

CONTRACT AMENDMENT #4
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK

I. PROJECT DESCRIPTION

Coordination, Design, and plan development to include sports lighting at the multi-purpose fields.

II. TASK SUMMARY

Task 1 – Multi-Purpose Field Sports Lighting:
Coordination with CMAR and preparation of construction documents for multi-purpose field sports lighting.

Construction drawings to revise electrical plans to include multi-purpose field lighting.

- LED Sports lighting with light level designed to 30 footcandles average maintained
- New LED sports lighting and controls shall be Musco TLC system with link controls
- Electrical schedules, risers and details

III. DELIVERABLES

Task 1 – Multi-Purpose Field Sports Lighting:
Final construction documents for multi-purpose field sports lighting

EXHIBIT B1
COMPENSATION SCHEDULE

CONTRACT AMENDMENT #4
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Month Year	
Task 1 – Multi-Purpose Field Sports Lighting	March 2025	$18,500
Total Compensation		**$18,500**

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Multi-Purpose Field Sports Lighting	$18,500
Total Basic Services:	**$18,500**

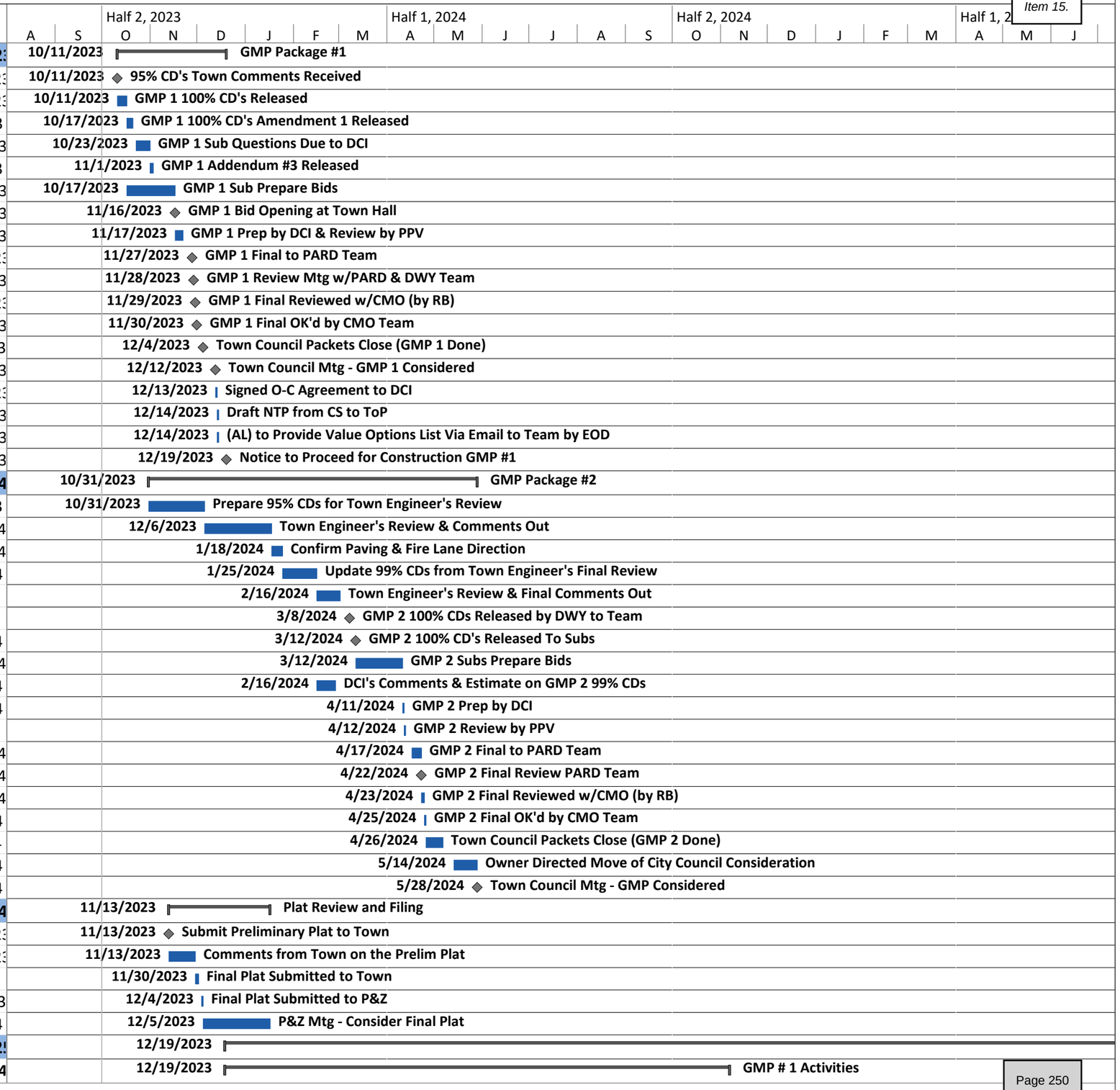
Special Services (Hourly Not-to-Exceed)	Amount
None	$0,000
Total Special Services:	**$0,000**

Direct Expenses	Amount
None	$0,000
Total Direct Expenses:	**$0,000**

Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 9/27/25

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10	GMP 1 Final to PARD Team	0 days	Mon 11/27/23	Mon 11/27/2
11	GMP 1 Review Mtg w/PARD & DWY Team	0 days	Tue 11/28/23	Tue 11/28/23
12	GMP 1 Final Reviewed w/CMO (by RB)	0 days	Wed 11/29/23	Wed 11/29/2
13	GMP 1 Final OK'd by CMO Team	0 days	Thu 11/30/23	Thu 11/30/23
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15	Town Council Mtg - GMP 1 Considered	0 days	Tue 12/12/23	Tue 12/12/23
16	Signed O-C Agreement to DCI	1 day	Wed 12/13/23	Wed 12/13/2
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23	Confirm Paving & Fire Lane Direction	5 days	Thu 1/18/24	Wed 1/24/24
24	Update 99% CDs from Town Engineer's Final Review	16 days	Thu 1/25/24	Thu 2/15/24
25	Town Engineer's Review & Final Comments Out	11 days	Fri 2/16/24	Fri 3/1/24
26	GMP 2 100% CDs Released by DWY to Team	0 days	Fri 3/8/24	Fri 3/8/24
27	GMP 2 100% CD's Released To Subs	0 days	Tue 3/12/24	Tue 3/12/24
28	GMP 2 Subs Prepare Bids	22 days	Tue 3/12/24	Wed 4/10/24
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30	GMP 2 Prep by DCI	1 day	Thu 4/11/24	Thu 4/11/24
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32	GMP 2 Final to PARD Team	4 days	Wed 4/17/24	Mon 4/22/24
33	GMP 2 Final Review PARD Team	0 days	Mon 4/22/24	Mon 4/22/24
34	GMP 2 Final Reviewed w/CMO (by RB)	2 days	Tue 4/23/24	Wed 4/24/24
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37	Owner Directed Move of City Council Consideration	10 days	Tue 5/14/24	Tue 5/28/24
38	Town Council Mtg - GMP Considered	0 days	Tue 5/28/24	Tue 5/28/24
39	**Plat Review and Filing**	**44 days**	**Mon 11/13/2**	**Tue 1/16/24**
40	Submit Preliminary Plat to Town	0 days	Mon 11/13/23	Mon 11/13/2
41	Comments from Town on the Prelim Plat	11 days	Mon 11/13/23	Wed 11/29/2
42	Final Plat Submitted to Town	2 days	Thu 11/30/23	Fri 12/1/23
43	Final Plat Submitted to P&Z	1 day	Mon 12/4/23	Mon 12/4/23
44	P&Z Mtg - Consider Final Plat	30 days	Tue 12/5/23	Tue 1/16/24
45	**Construction**	**517 days?**	**Tue 12/19/2**	**Tue 12/30/2**
46	**GMP # 1 Activities**	**228 days**	**Tue 12/19/23**	**Wed 11/6/24**

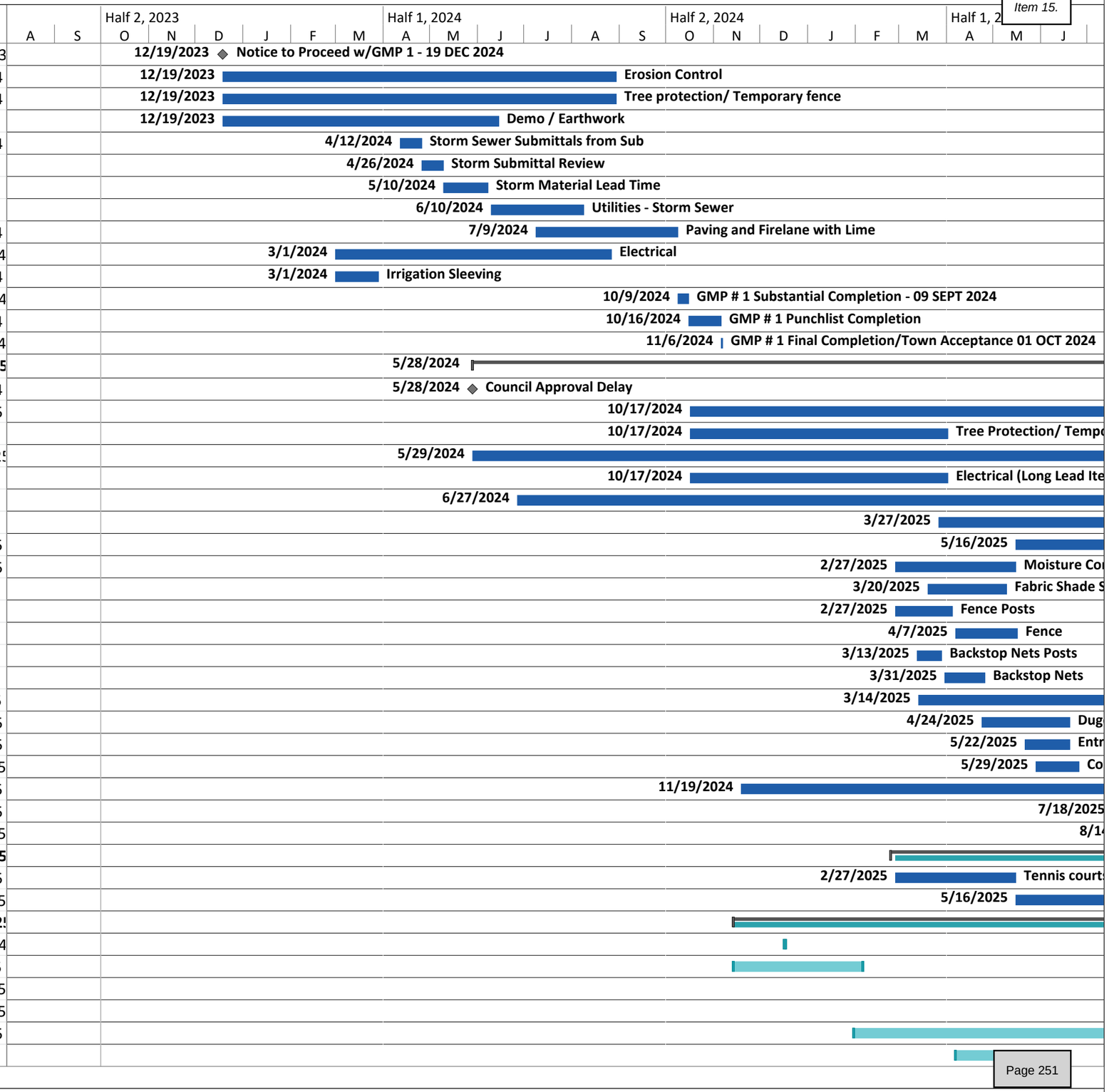


Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

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Item 15.

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60	GMP # 1 Final Completion/Town Acceptance 01 OCT 2(	1 day	Wed 11/6/24	Wed 11/6/24
61	**GMP # 2 Activities**	**403 days?**	**Tue 5/28/24**	**Tue 12/30/25**
62	Council Approval Delay	0 days	Tue 5/28/24	Tue 5/28/24
63	Erosion Control	200 days	Thu 10/17/24	Thu 7/31/25
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69	Pickleball Courts	120 days?	Fri 5/16/25	Tue 11/4/25
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76	Bleacher Shade Structures	100 days?	Fri 3/14/25	Mon 8/4/25
77	Dugout Metal Roofs	40 days?	Thu 4/24/25	Thu 6/19/25
78	Entry Gateways	20 days?	Thu 5/22/25	Thu 6/19/25
79	Coit Road Monument Signs	20 days?	Thu 5/29/25	Wed 6/25/25
80	Restroom Concession Building	190 days	Tue 11/19/24	Tue 8/19/25
81	Aluminum Bleacher Seating	20 days	Fri 7/18/25	Thu 8/14/25
82	Parking Lot Striping	10 days?	Thu 8/14/25	Wed 8/27/25
83	**Tennis Courts add**	**180 days**	**Mon 2/24/25**	**Wed 11/5/25**
84	Tennis courts Moisture conditioning	56 days	Thu 2/27/25	Thu 5/15/25
85	Tennis courts	119 days	Fri 5/16/25	Mon 11/3/25
86	**Trail Expansion**	**241 days**	**Thu 11/14/24**	**Mon 10/27/25**
87	Notice to Proceed	1 day	Tue 12/17/24	Tue 12/17/24
88	Design Stage	56 days	Thu 11/14/24	Wed 2/5/25
89	Trail Construction	30 days	Thu 7/17/25	Wed 8/27/25
90	Low water crossings	30 days	Thu 7/17/25	Wed 8/27/25
91	Order Bridge	148 days	Fri 1/31/25	Thu 8/28/25
92	Install Piers	30 days	Mon 4/7/25	Fri 5/16/25



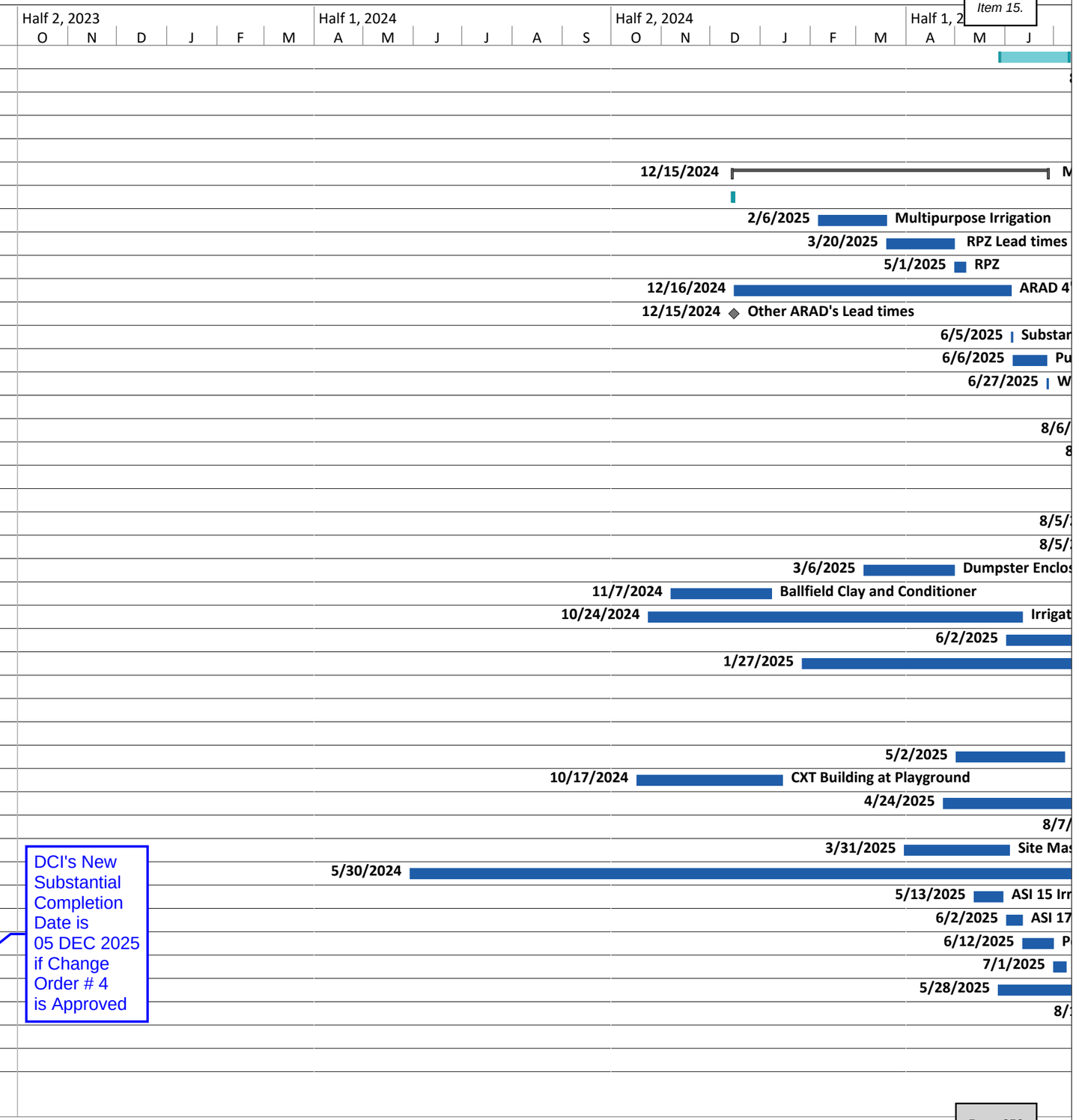
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Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

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Item 15.

ID	Description	Biz Days	Start	Finish
93	Install Abuttments	30 days	Thu 5/29/25	Thu 7/10/25
94	Install Bridge	1 day	Fri 8/29/25	Fri 8/29/25
95	Substantial Completion	1 day	Tue 9/2/25	Tue 9/2/25
96	Punchlist	15 days	Wed 9/3/25	Tue 9/23/25
97	Walkthrough	1 day	Wed 9/24/25	Wed 9/24/25
98	**Multipurpose Irrigation/Purple pipe**	**137 days**	**Sun 12/15/24**	**Fri 6/27/25**
99	Notice to proceed	1 day	Sun 12/15/24	Sun 12/15/24
100	Multipurpose Irrigation	30 days	Thu 2/6/25	Wed 3/19/25
101	RPZ Lead times	30 days	Thu 3/20/25	Wed 4/30/25
102	RPZ	5 days	Thu 5/1/25	Wed 5/7/25
103	ARAD 4" Lead time	120 days	Mon 12/16/24	Wed 6/4/25
104	Other ARAD's Lead times	0 days	Sun 12/15/24	Sun 12/15/24
105	Substantial Completion	1 day	Thu 6/5/25	Thu 6/5/25
106	Punchlist	15 days	Fri 6/6/25	Thu 6/26/25
107	Walkthrough	1 day	Fri 6/27/25	Fri 6/27/25
108	**Multipurpose lighting added 7/10/25**	**65 days?**	**Wed 7/23/25**	**Wed 10/22/25**
109	Underground	14 days?	Wed 8/6/25	Mon 8/25/25
110	Pole bases	14 days?	Tue 8/26/25	Mon 9/15/25
111	Pole setting (12 week lead time)	1 day?	Tue 10/21/25	Tue 10/21/25
112	**Irrigation Changes 7/10/25**	**58 days?**	**Tue 8/5/25**	**Fri 10/24/25**
113	New meters (10 week lead time)	50 days?	Tue 8/5/25	Tue 10/14/25
114	New RPZ's and irrigation changes (8 week lead time)	45 days?	Tue 8/5/25	Tue 10/7/25
115	Dumpster Enclosure	40 days?	Thu 3/6/25	Wed 4/30/25
116	Ballfield Clay and Conditioner	40 days?	Thu 11/7/24	Tue 1/7/25
117	Irrigation System with Town Water	160 days	Thu 10/24/24	Wed 6/11/25
118	Landscape	80 days	Mon 6/2/25	Tue 9/23/25
119	Fine Grade	180 days?	Mon 1/27/25	Wed 10/8/25
120	**Irrigation main lines ready for well system**	14 days?	Wed 10/22/25	Mon 11/10/25
121	**Turf Establishment edited 8/27/2025 (Change order #**	**30 days?**	**Wed 10/22/25**	**Thu 12/4/25**
122	All Sod no hydromulch	30 days?	Wed 10/22/25	Thu 12/4/25
123	Playground	45 days?	Fri 5/2/25	Mon 7/7/25
124	CXT Building at Playground	60 days?	Thu 10/17/24	Tue 1/14/25
125	Handrails/Guardrails	80 days?	Thu 4/24/25	Fri 8/15/25
126	Site Amenities	56 days	Thu 8/7/25	Fri 10/24/25
127	Site Masonry	46 days?	Mon 3/31/25	Tue 6/3/25
128	Construction Layout	358 days?	Thu 5/30/24	Fri 10/24/25
129	ASI 15 Irrigation changes	13 days	Tue 5/13/25	Fri 5/30/25
130	ASI 17 Irrigation changes	8 days	Mon 6/2/25	Wed 6/11/25
131	Pedestrian Poles Bid alt gmp 1 alt 2.0	13 days	Thu 6/12/25	Mon 6/30/25
132	Monument Sign bid alt gmp 2 alt 2.10	5 days	Tue 7/1/25	Tue 7/8/25
133	Rain Delay	58 days	Wed 5/28/25	Mon 8/18/25
134	Owner's Weather Float	32 days?	Tue 8/19/25	Thu 10/2/25
135	GMP # 2 Substantial Completion	1 day	Fri 12/5/25	Fri 12/5/25
136	GMP # 2 Punchlist Completion	15 days	Mon 12/8/25	Mon 12/29/25
137	GMP # 2 Final Completion/Town Acceptance	1 day	Tue 12/30/25	Tue 12/30/25



DCI's New Substantial Completion Date is 05 DEC 2025 if Change Order # 4 is Approved

CONTRACT AMENDMENT #5
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE RAYMOND COMMUNITY PARK PHASE 1 PROJECT 2122-PK

This Contract Amendment for Professional 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 **Dunaway Associates, LLC**, a company authorized to do business in Texas, acting through a duly authorized officer, hereinafter called "Consultant," relative to Consultant providing professional engineering services to Town. Town and Consultant when mentioned collectively shall be referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Town previously engaged the services of the Consultant in connection with **Raymond Community Park Phase I Project 2122-PK** to be located at 201 Coit Road, hereinafter called "Project"; and

WHEREAS, the Parties previously entered into an professional services agreement regarding the Project on or about March 21, 2022, in the amount of one million, ninety-one thousand, six hundred dollars ($1,091,600), hereinafter called the "Original Agreement"; and

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about September 26, 2023, to add scope of services and additional compensation in the amount of two hundred and sixty-one thousand, two hundred and fifty dollars ($261,250), hereinafter called the "Amendment #1";

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about August 27, 2024, to add scope of services and additional compensation in the amount of sixty-one thousand dollars ($61,000), hereinafter called the "Amendment #2";

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about January 06, 2025, to add scope of services and additional compensation in the amount of twenty-nine thousand, five hundred dollars ($29,500), hereinafter called the "Amendment #3";

WHEREAS, the Parties previously amended the professional services agreement regarding the Project on or about September 24, 2025, to add scope of services and additional compensation in the amount of eighteen thousand, five hundred dollars ($18,500), hereinafter called the "Amendment #4";

WHEREAS, the Parties now desire to amend the Original Agreement plus Amendment #1, Amendment #2, Amendment #3, and Amendment #4 to increase the scope of services and compensation provided to include irrigation connection to well water source.

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 a total additional fee of nine thousand dollars ($9,000) 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 plus Amendment #1, Amendment #2, Amendment 3, and Amendment 4 is hereby amended with the addition of this Amendment #5 to increase Consultant's total compensation by deleting one million, four hundred sixty-one thousand, eight hundred and fifty dollars ($1,461,850) and replacing it with one million, four hundred seventy thousand, eight hundred and fifty dollars ($1,470,850).

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____.

DUNAWAY ASSOCIATES, LLC

By: Philip Neeley
Signature

Philip Neeley
Printed Name

Senior Engagement Manager
Title

September 11, 2025
Date

TOWN OF PROSPER, TEXAS

By: _____
Signature

Mario Canizares
Printed Name

Town Manager
Title

_____
Date

EXHIBIT A1
SCOPE OF SERVICES

CONTRACT AMENDMENT #5
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK

I. PROJECT DESCRIPTION

Coordination, Design, and plan development to include irrigation connection to well water source and electrical revisions.

II. TASK SUMMARY

Task 1 – Irrigation Connection to Well Water Source:
Coordination with CMAR and preparation of construction documents for well source irrigation connection.

Construction drawings to revise electrical and irrigation plans to include well source irrigation connections.

- Revised Irrigation Plans / Details
- Revised Electrical Plans / Schedules

III. DELIVERABLES

Task 1 – Irrigation Connection to Well Water Source:
Final construction documents for irrigation well source connection and electrical plans

EXHIBIT B1
COMPENSATION SCHEDULE

CONTRACT AMENDMENT #5
BETWEEN THE TOWN OF PROSPER, TEXAS, AND DUNAWAY ASSOCIATES, LLC
FOR THE FIRST & COIT COMMUNITY PARK (RAYMOND COMMUNITY PARK) PHASE 1 PROJECT 2122-PK

I. COMPENSATION SCHEDULE

Task	Completion Schedule	Compensation Schedule
Notice-to-Proceed	Month Year	
Task 1 – Irrigation Connection to Well Water Source	July 2025	$9,000
Total Compensation		**$9,000**

II. COMPENSATION SUMMARY

Basic Services (Lump Sum)	Amount
Task 1 – Irrigation Connection to Well Water Source	$9,000
Total Basic Services:	**$9,000**

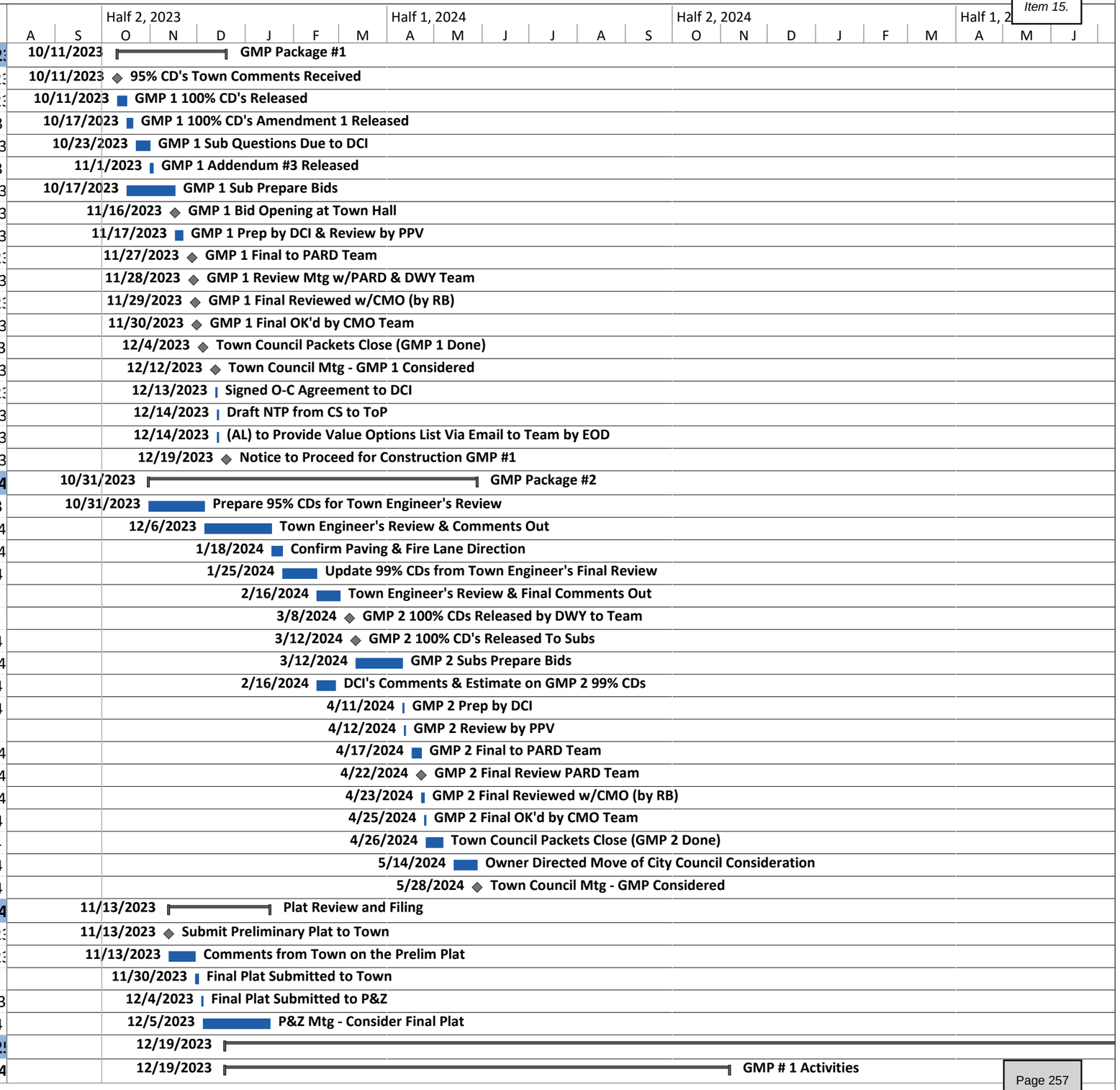
Special Services (Hourly Not-to-Exceed)	Amount
None	$0,000
Total Special Services:	**$0,000**

Direct Expenses	Amount
None	$0,000
Total Direct Expenses:	**$0,000**

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ID	Description	Biz Days	Start	Finish
1	**GMP Package #1**	**48 days**	**Wed 10/11/2**	**Tue 12/19/2**
2	95% CD's Town Comments Received	0 days	Wed 10/11/23	Wed 10/11/2
3	GMP 1 100% CD's Released	4 days	Wed 10/11/23	Mon 10/16/2
4	GMP 1 100% CD's Amendment 1 Released	4 days	Tue 10/17/23	Fri 10/20/23
5	GMP 1 Sub Questions Due to DCI	7 days	Mon 10/23/23	Tue 10/31/23
6	GMP 1 Addendum #3 Released	2 days	Wed 11/1/23	Thu 11/2/23
7	GMP 1 Sub Prepare Bids	23 days	Tue 10/17/23	Thu 11/16/23
8	GMP 1 Bid Opening at Town Hall	0 days	Thu 11/16/23	Thu 11/16/23
9	GMP 1 Prep by DCI & Review by PPV	3 days	Fri 11/17/23	Tue 11/21/23
10	GMP 1 Final to PARD Team	0 days	Mon 11/27/23	Mon 11/27/2
11	GMP 1 Review Mtg w/PARD & DWY Team	0 days	Tue 11/28/23	Tue 11/28/23
12	GMP 1 Final Reviewed w/CMO (by RB)	0 days	Wed 11/29/23	Wed 11/29/2
13	GMP 1 Final OK'd by CMO Team	0 days	Thu 11/30/23	Thu 11/30/23
14	Town Council Packets Close (GMP 1 Done)	0 days	Mon 12/4/23	Mon 12/4/23
15	Town Council Mtg - GMP 1 Considered	0 days	Tue 12/12/23	Tue 12/12/23
16	Signed O-C Agreement to DCI	1 day	Wed 12/13/23	Wed 12/13/2
17	Draft NTP from CS to ToP	1 day	Thu 12/14/23	Thu 12/14/23
18	(AL) to Provide Value Options List Via Email to Team by E(	1 day	Thu 12/14/23	Thu 12/14/23
19	Notice to Proceed for Construction GMP #1	0 days	Tue 12/19/23	Tue 12/19/23
20	**GMP Package #2**	**147 days**	**Tue 10/31/2**	**Tue 5/28/24**
21	Prepare 95% CDs for Town Engineer's Review	24 days	Tue 10/31/23	Tue 12/5/23
22	Town Engineer's Review & Comments Out	30 days	Wed 12/6/23	Wed 1/17/24
23	Confirm Paving & Fire Lane Direction	5 days	Thu 1/18/24	Wed 1/24/24
24	Update 99% CDs from Town Engineer's Final Review	16 days	Thu 1/25/24	Thu 2/15/24
25	Town Engineer's Review & Final Comments Out	11 days	Fri 2/16/24	Fri 3/1/24
26	GMP 2 100% CDs Released by DWY to Team	0 days	Fri 3/8/24	Fri 3/8/24
27	GMP 2 100% CD's Released To Subs	0 days	Tue 3/12/24	Tue 3/12/24
28	GMP 2 Subs Prepare Bids	22 days	Tue 3/12/24	Wed 4/10/24
29	DCI's Comments & Estimate on GMP 2 99% CDs	8 days	Fri 2/16/24	Tue 2/27/24
30	GMP 2 Prep by DCI	1 day	Thu 4/11/24	Thu 4/11/24
31	GMP 2 Review by PPV	1 day	Fri 4/12/24	Fri 4/12/24
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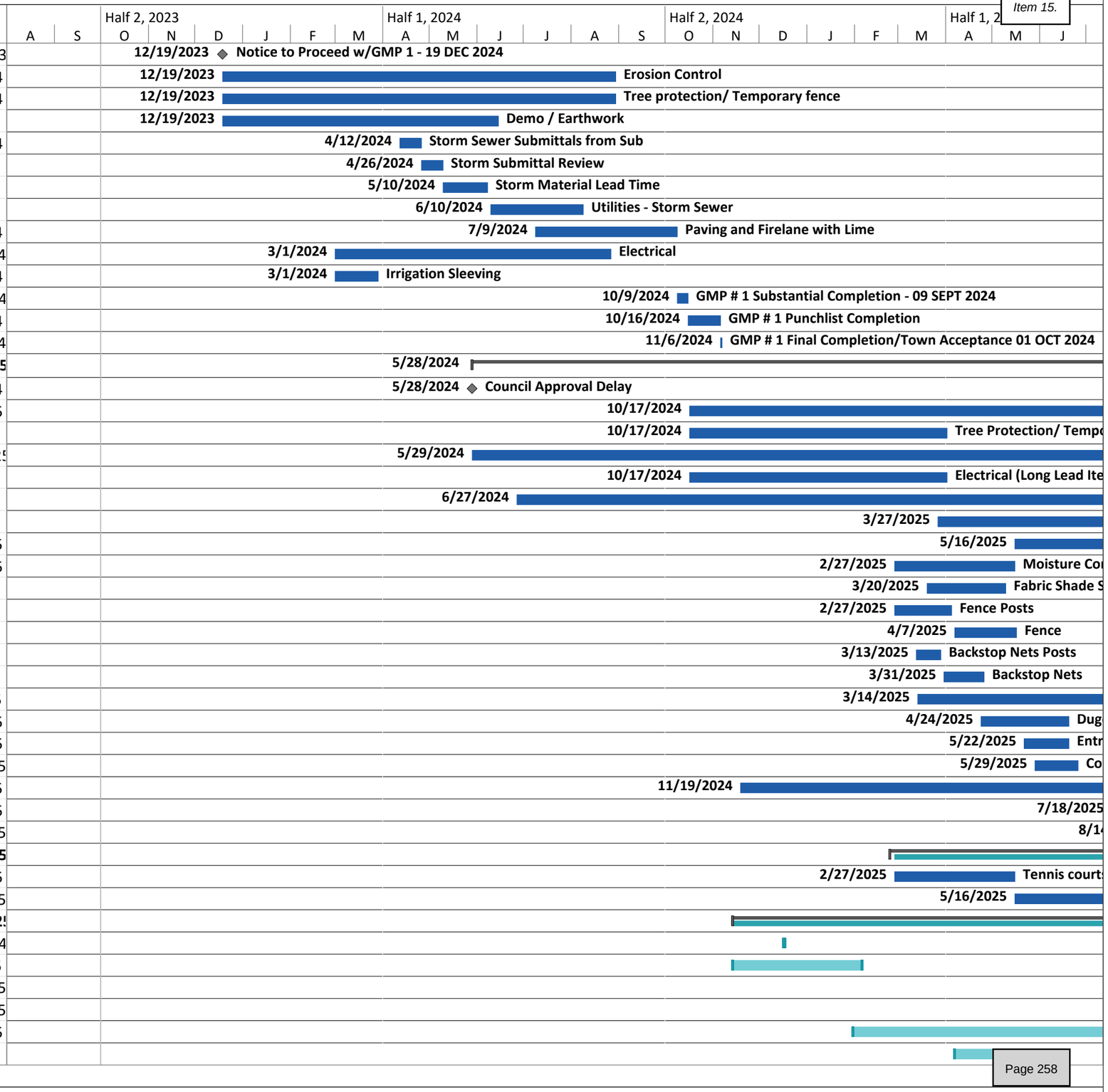


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71	Fabric Shade Structure Foundations	37 days?	Thu 3/20/25	Fri 5/9/25
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73	Fence	30 days	Mon 4/7/25	Fri 5/16/25
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91	Order Bridge	148 days	Fri 1/31/25	Thu 8/28/25
92	Install Piers	30 days	Mon 4/7/25	Fri 5/16/25



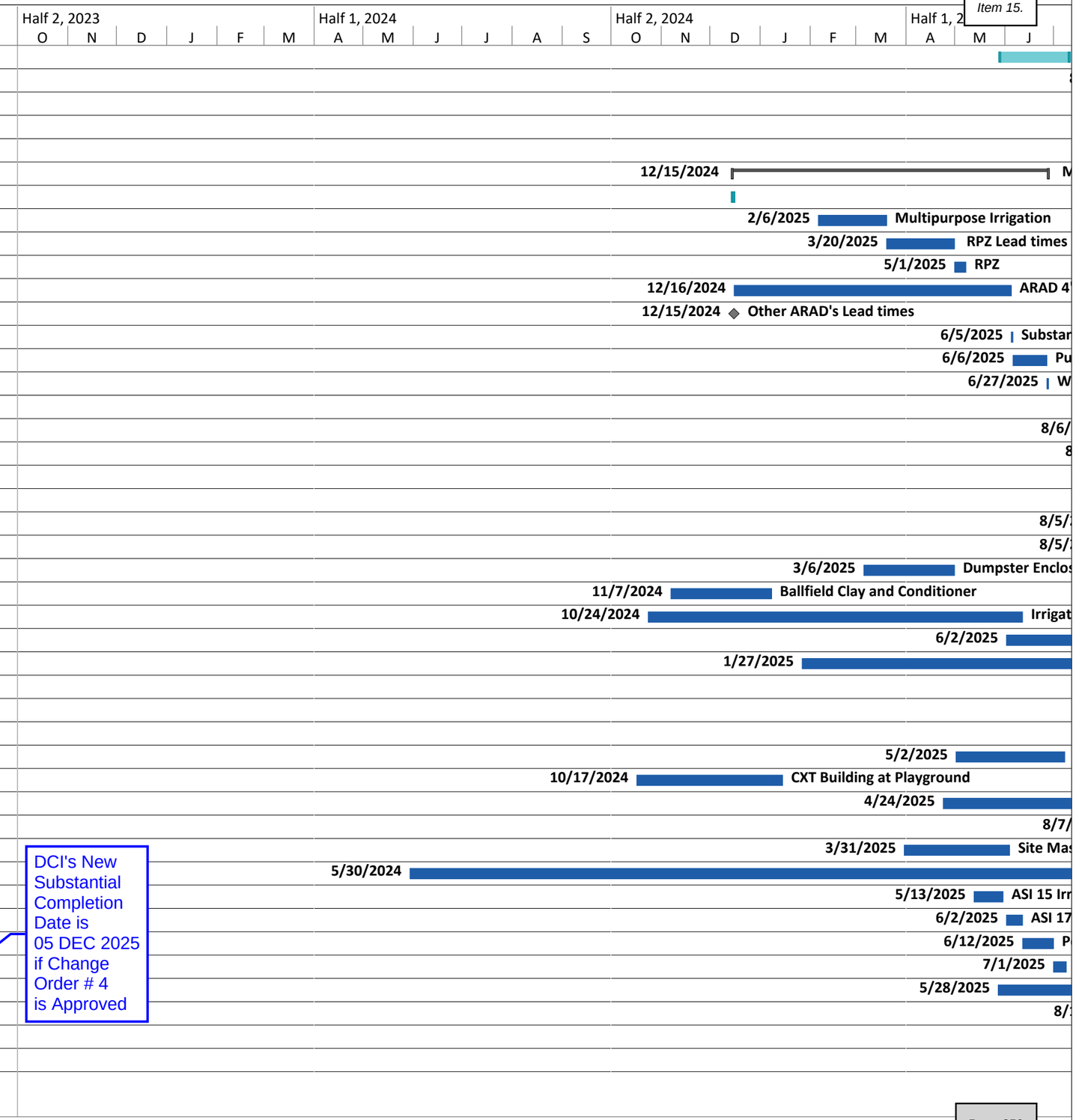
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Town of Prosper - Raymond Community Park - Master Project Schedule - GMP #s 1 and 2

Updated on 09 MAR 2024
Printed on Wed 8/27/25

Item 15.

ID	Description	Biz Days	Start	Finish
93	Install Abuttments	30 days	Thu 5/29/25	Thu 7/10/25
94	Install Bridge	1 day	Fri 8/29/25	Fri 8/29/25
95	Substantial Completion	1 day	Tue 9/2/25	Tue 9/2/25
96	Punchlist	15 days	Wed 9/3/25	Tue 9/23/25
97	Walkthrough	1 day	Wed 9/24/25	Wed 9/24/25
98	**Multipurpose Irrigation/Purple pipe**	**137 days**	**Sun 12/15/24**	**Fri 6/27/25**
99	Notice to proceed	1 day	Sun 12/15/24	Sun 12/15/24
100	Multipurpose Irrigation	30 days	Thu 2/6/25	Wed 3/19/25
101	RPZ Lead times	30 days	Thu 3/20/25	Wed 4/30/25
102	RPZ	5 days	Thu 5/1/25	Wed 5/7/25
103	ARAD 4" Lead time	120 days	Mon 12/16/24	Wed 6/4/25
104	Other ARAD's Lead times	0 days	Sun 12/15/24	Sun 12/15/24
105	Substantial Completion	1 day	Thu 6/5/25	Thu 6/5/25
106	Punchlist	15 days	Fri 6/6/25	Thu 6/26/25
107	Walkthrough	1 day	Fri 6/27/25	Fri 6/27/25
108	**Multipurpose lighting added 7/10/25**	**65 days?**	**Wed 7/23/25**	**Wed 10/22/25**
109	Underground	14 days?	Wed 8/6/25	Mon 8/25/25
110	Pole bases	14 days?	Tue 8/26/25	Mon 9/15/25
111	Pole setting (12 week lead time)	1 day?	Tue 10/21/25	Tue 10/21/25
112	**Irrigation Changes 7/10/25**	**58 days?**	**Tue 8/5/25**	**Fri 10/24/25**
113	New meters (10 week lead time)	50 days?	Tue 8/5/25	Tue 10/14/25
114	New RPZ's and irrigation changes (8 week lead time)	45 days?	Tue 8/5/25	Tue 10/7/25
115	Dumpster Enclosure	40 days?	Thu 3/6/25	Wed 4/30/25
116	Ballfield Clay and Conditioner	40 days?	Thu 11/7/24	Tue 1/7/25
117	Irrigation System with Town Water	160 days	Thu 10/24/24	Wed 6/11/25
118	Landscape	80 days	Mon 6/2/25	Tue 9/23/25
119	Fine Grade	180 days?	Mon 1/27/25	Wed 10/8/25
120	**Irrigation main lines ready for well system**	14 days?	Wed 10/22/25	Mon 11/10/25
121	**Turf Establishment edited 8/27/2025 (Change order #**	**30 days?**	**Wed 10/22/25**	**Thu 12/4/25**
122	All Sod no hydromulch	30 days?	Wed 10/22/25	Thu 12/4/25
123	Playground	45 days?	Fri 5/2/25	Mon 7/7/25
124	CXT Building at Playground	60 days?	Thu 10/17/24	Tue 1/14/25
125	Handrails/Guardrails	80 days?	Thu 4/24/25	Fri 8/15/25
126	Site Amenities	56 days	Thu 8/7/25	Fri 10/24/25
127	Site Masonry	46 days?	Mon 3/31/25	Tue 6/3/25
128	Construction Layout	358 days?	Thu 5/30/24	Fri 10/24/25
129	ASI 15 Irrigation changes	13 days	Tue 5/13/25	Fri 5/30/25
130	ASI 17 Irrigation changes	8 days	Mon 6/2/25	Wed 6/11/25
131	Pedestrian Poles Bid alt gmp 1 alt 2.0	13 days	Thu 6/12/25	Mon 6/30/25
132	Monument Sign bid alt gmp 2 alt 2.10	5 days	Tue 7/1/25	Tue 7/8/25
133	Rain Delay	58 days	Wed 5/28/25	Mon 8/18/25
134	Owner's Weather Float	32 days?	Tue 8/19/25	Thu 10/2/25
135	GMP # 2 Substantial Completion	1 day	Fri 12/5/25	Fri 12/5/25
136	GMP # 2 Punchlist Completion	15 days	Mon 12/8/25	Mon 12/29/25
137	GMP # 2 Final Completion/Town Acceptance	1 day	Tue 12/30/25	Tue 12/30/25



DCI's New Substantial Completion Date is 05 DEC 2025 if Change Order # 4 is Approved