



Agenda
Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, October 13, 2026
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 appropriate 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 filed 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 may not deliberate or vote on any matter that does not appear on the agenda. The Town Council, 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.

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.

1. Consider and act upon the minutes of the September 22, 2026, Town Council Work Session meeting. (MLS)
2. Consider and act upon the minutes of the September 22, 2026, Town Council Regular meeting. (MLS)

3. Consider and act upon an Ordinance amending Article 4.02, "Alcoholic Beverages," of Chapter 4, "Business Regulations," of the Town's Code of Ordinances by adding a new Division 3, "Hours of Operation." (RB)
4. Consider and act upon an Ordinance repealing existing Article 13.06, "Illegal Water Connections; Theft of Water," and Article 13.07, "Utility Bills," of the Code of Ordinances and replacing them with a new Article 13.06, "Illegal Water Connections; Theft of Water," and Article 13.07, "Utility Bills." (MW)
5. Consider and act upon approval of a Professional Services Agreement with Can Do Racquet Sports for recreation program instructor services. (DA)
6. Consider and act upon the purchase of one (1) ODRA MT4H Mechanical Road Sweeper for the Public Works Department utilizing Sourcewell Contract Number 062425-ODRA totaling \$282,635. (CJ)
7. Consider and act upon approving the purchase of one (1) John Deere 50P mini excavator from RDO Equipment Co. for the Water Division of Public Works in the amount of \$120,636.61; and authorize the Town Manager to execute documents for same. (CJ)
8. Consider and act upon authorizing the Town Manager to approve the purchase of one (1) Standard LX Gas Valve Maintenance Trailer from Wachs Utility Products for the Water Division of Public Works in the amount of \$95,857.50 and authorize the Town Manager to execute documents for same. (CJ)
9. Consider and act upon the purchase of one (1) Hydra-Stop Insertion Valve Tapping Machine and valves for the Water Division of Public Works in the amount of \$162,060 and authorize the Town Manager to execute documents for same. (CJ)
10. Consider and act upon an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology for the Town's wastewater system, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider. (CJ)
11. Consider and act upon approving the purchase of one (1) Chevrolet 2500HD with a Utility Bed and two (2) Chevrolet Silverado 1500 4WD Crew Cab trucks for the Public Works Department from Caldwell Country Chevrolet II, LLC utilizing the Buy Board Contract Number 724-23 in the amount of \$158,723 and authorizing the Town Manager to execute documents for same. (CJ)
12. Consider and act upon approving the annual renewal of the Town's cloud email security platform, through SHI Government Solutions, Inc., utilizing the Texas Department of Information Resources (DIR) Purchasing Contract, for \$57,024; and authorizing the Town Manager to execute documents for same. (LJ)
13. Consider and act upon approving the annual license renewal of the Town's virtual server cluster platform, through SHI Government Solutions, Inc., utilizing a Texas Department of Information Resources (DIR) Purchasing Contract, for \$68,952; and authorizing the Town Manager to execute documents for same. (LJ)
14. Consider and act upon approving the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Midlothian contract in an amount not to exceed \$125,000. (SB)
15. Consider and act upon approving funding for expenses of scheduled and unscheduled maintenance and repairs by Allsource Enterprises LLC, DBA Safe Industries to fire

department apparatus through BuyBoard Contract 746-24 with an expenditure not to exceed \$175,000. (SB)

- [16.](#) Consider and act upon approving funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC for the Fire Department apparatus, including fire engines and aerial trucks, in an amount not to exceed \$50,000. (SB)
- [17.](#) Consider and act upon approving the purchase of uniforms from Galls LLC, through the North Texas Share First Responder Uniforms Contract #2021-073 in an amount not to exceed \$90,000. (SB)
- [18.](#) Consider and act upon an Ordinance to abandon a portion of County Road 933 right-of-way associated with the Mirabella Phase 1 development, located west of the intersection of County Road 933 and Custer Road. (MISC-26-0001) (DH)

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 "Citizen Comment Request Form" and present it to the Town Secretary prior to the meeting. Comments are limited up to three minutes with a cumulative total for Citizens' Comments not to exceed 15 minutes.

REGULAR AGENDA:

Pursuant to Section 551.007 of the Texas Government Code, any individuals wishing to address the Council during a Public Hearing item, will be recognized when the public hearing is opened. A "Public Comment Request Form" must be completed and presented to the Town Secretary prior to the meeting. Comments are limited up to three minutes. If multiple individuals wish to speak, 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. Comments during a public hearing are limited to a cumulative total of 60 minutes for those in favor of an item, and 60 minutes for those in opposition to an item.

Items for Individual Consideration:

- [19.](#) Conduct a Public Hearing and consider and act upon a request for a rezoning from Agriculture to Planned Development for Light Industrial Buildings on Collin County School Land Survey 12, Abstract 147, Tract 179, on 2.0± acres, located on the west side of Business Park Drive and 1,095± feet south of First Street. (ZONE-26-0004) (DH)
20. 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 551.074 - To discuss and consider appointments to the Town Council Subcommittees.

Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.

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 on Wednesday, October 7, 2026, 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 22, 2026

Item 1.

Call to Order/ Roll Call.

The meeting was called to order at 5:02 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 Cameron Reeves

Council Members Absent:

Councilmember Doug Charles

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Madison Clark, EDC Executive Director
David Hoover, Development Services Director
Ryan Pasko, IT Specialist II
Chris Landrum, Finance Director
Pete Anaya, Assistant Director of Engineering – Capital Projects
Stuart Blasingame, Fire Chief
Brent Brown, Police Chief

Items for Individual Consideration:

1. Discussion regarding open container rules in Downtown Prosper. (RB)

Ms. Battle presented a review of the Local Option Elections held in Prosper, TABC permits allowed within the town, clarifications of off-premise consumption and alcohol "to-go", special events and how it pertains to the sale of alcohol and the Downtown Entertainment District. Chief Brown added further examples of special events with fencing versus a town or cosponsored event as well as how the town enforces versus TABC enforcement. Ms. Battle added that an ordinance regarding late hours will be coming forward for Council consideration at a future meeting date.

The Town Council discussed current town regulations, special events, and enforcement through different scenarios with alcohol sales.

2. Receive TxDOT update regarding FM 1385. (HW)

Mr. Anaya introduced Travis Campbell, Director of Transportation and Development for TxDOT.

Mr. Campbell presented, indicating that there are three segments/projects along FM 1385. Currently in TxDOT's Unified Transportation Program is Phase 1 (US 380 to Union Park). The plans have been designed and right-of-way acquisition should begin in October 2026. Mr. Campbell noted the remaining segments include: Phase 2 (Union Park to Cotton Trl) and Phase 3 (Cotton Trl to FM 455). Mr. Campbell noted resources that citizens may use to look up the progress of projects within Denton County and TxDOT.

The Town Council discussed how noise walls are determined and possible partnership capabilities for Frontier Parkway turn lanes on the east side of Preston Road.

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 – To consult with the Town Attorney regarding legal issues associated with code enforcement activities and substandard structures, and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.

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

Reconvene into Work Session.

No Executive Session took place.

Adjourn.

The meeting was adjourned at 6:03 p.m.

These minutes were approved on the 13th day of October 2026.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



MINUTES

Prosper Town Council Meeting
Prosper Town Hall, Council Chambers
250 W. First Street, Prosper, Texas
Tuesday, September 22, 2026

Item 2.

Call to Order/ Roll Call.

The meeting was called to order at 6:19 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 Cameron Reeves

Council Members Absent:

Councilmember Doug Charles

Staff Members Present:

Mario Canizares, Town Manager
Terry Welch, Town Attorney
Michelle Lewis Sirianni, Town Secretary
Bob Scott, Deputy Town Manager
Chuck Ewings, Assistant Town Manager
Robyn Battle, Executive Director
Madison Clark, EDC Executive Director
Tony Luton, Human Resources Director
Pete Anaya, Assistant Director of Engineering – Capital Projects
Alexis Turner, Civil Engineer
Mary Branch, Health & Code Compliance Manager
Chris Landrum, Finance Director
David Hoover, Development Services Director
Stephen Tanner, Community Engagement & Experiences Director
David Angeles, Parks and Recreation Director
Hannah Rushing, Assistant Parks and Recreation Director
Stuart Blasingame, Fire Chief
Brent Brown, Police Chief
Scott Brewer, Assistant Police Chief
Ryan Pasko, IT Specialist II

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

Jeremy Meister with Gateway Church led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

Announcements of recent and upcoming events.

Councilmember Reeves made the following announcements:

National Night Out will be held on Tuesday, October 6 from 6 pm to 9 pm. Prosper PD, Prosper ISD PD, Prosper Fire Rescue, and First Responder Volunteers will be driving to neighborhoods that want to participate. Visit prosper.tx.gov for more information including how to register your neighborhood to host a block party.

The ultimate Texas vs. Oklahoma watch party is happening on Saturday, October 10 on the downtown plaza! Throw on your team colors to enjoy this friendly rivalry for football, food, music, games, and family fun! Prosper on the Plaza: Red River Rivalry Fan Fest begins at 1 p.m., football trivia and prizes kick off at 2 p.m., and the game begins at 2:30 p.m.

Active adults are invited to join Mayor Bristol on Wednesday, October 14 from 11:00 a.m. to 1:00 p.m. at the LDS Church located at 970 Coit Road for a luncheon to hear about what's happening in Prosper. Reservation is requested. Learn more by visiting the Special Events page on the Town's website.

Join us on Saturday, October 17 from 4:00 to 8:00 p.m. at Frontier Park for Celebrate Prosper. This year will be a Hometown Harvest Fair filled with fall fun, community service, music, food, and of course, pumpkins. Learn more by visiting www.prosper.tx.gov/celebrateprosper.

The Town's Director of Parks and Recreation, David Angeles introduced the new Assistant Director of Parks and Recreation, Hannah Rushing.

Mayor Bristol shared his appreciation to former Mayor, Ray Smith for his 24 plus years of service to the Prosper Economic Development Corporation. He shared numerous projects that he was instrumental in bringing to the town and noted his attendance on never missing a meeting. Mayor Bristol also thanked Deputy Mayor Pro-Tem Chris Kern for his service to the Prosper Economic Development Corporation and stepping in to assist.

Mayor Pro-Tem Bartley shared her appreciation to public safety and all they do during severe storms.

Presentations.

1. Proclamation declaring October 6, 2026, as National Night Out. (MLS)

Mayor Bristol read and presented a Proclamation to Chief Brown and Chief Blasingame.

2. Proclamation declaring the month of October 2026 as National Breast Cancer Awareness month. (MLS)

Mayor Bristol read and presented a Proclamation to Natalie Tuman. Ms. Tuman spoke about the upcoming events and ways to support Breast Cancer Awareness.

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.

3. Consider and act upon the minutes of the September 8, 2026, Town Council Work Session meeting. (MLS)

4. Consider and act upon the minutes of the September 8, 2026, Town Council Regular meeting. (MLS)
5. Consider acceptance of the August monthly financial report for fiscal year 2026. (CL)
6. Consider and act upon an amendment to Chapter 17, Financial Management Policy clarifying the calculation of the required Charter Reserve for the General Fund. (RBS)
7. Consider and act upon authorizing the Mayor to execute an amended Municipal Court Judge Agreement. (JJ)
8. Consider and act upon awarding RFP No. 2026-16-A for Fully insured Dental benefits insurance effective January 1, 2027, and authorize the Town Manager to execute all documents for the same. (TL)
9. Consider and act upon authorizing the Town Manager to execute an Interlocal Agreement between Collin County and the Town of Prosper for Animal Shelter Services for an initial term of four (4) years, with annual renewal terms of one (1) year, and an initial fee of \$125,096 for FY 2026-2027. (RB)
10. Consider and act upon authorizing the Town Manager to execute Amendment No. 20 to the Interlocal Agreement between Collin County and the Town of Prosper for Animal Control Services in the amount of \$119,775 for FY 2026-2027. (RB)
11. Consider and act upon authorizing the Town Manager to execute a Professional Services Agreement between Geotex Engineering LLC, and the Town of Prosper, Texas, related to professional construction materials testing and observation services for the Craig Road (Preston Road to Fifth Street) project in the amount of \$147,224. (AT)
12. Consider and act upon authorizing the Town Manager to execute a Development Agreement between Urban Heights at Frontier LLC and the Town of Prosper relative to Frontier Gateway. (DEVAGRE-26-0007) (DH)
13. Consider and act upon whether to direct staff to submit a written notice of appeals on behalf of the Town Council to the Development Services Department, pursuant to Article 2.03(H)(8) and 2.03(I)(3)(g) of the Town's Unified Development Code, regarding action taken by the Planning and Zoning Commission on Preliminary Site Plans and Site Plans. (DH)

Councilmember Ray made a motion to approve consent agenda items 3 through 13. Councilmember Reeves seconded the item. Motion carried with a 6-0 vote.

CITIZEN COMMENTS

Amruta Kaul, 1710 Mountain Creek Lane, on behalf of the Hindu Swayamsevak Sangh, commented on the Festival of Universal Oneness, a yearly celebration, and how the nonprofit organization serves the community.

Items for Individual Consideration:

- 14. Conduct a Public Hearing and consider and act upon a request to amend a portion of Planned Development-42 (Tract 16) and rezone a portion of a Commercial Tract (Tract 17) to create a Mixed-Use Planned Development on the Collin County School Land Survey, Abstract No. 147 and J. Yarnell Survey, Abstract No. 1038, Tracts 16 and 17, on 143.0± acres, located on the northeast corner of Dallas Parkway and University Drive. (ZONE-26-0009) (DH)**

Mr. Canizares introduced the item noting that due to the questions received and the size of the development, staff would like more time to work through these items.

Mr. Hoover added that staff has talked to the developer regarding the request to extend another 30 days to the second meeting in October. Mr. Blackard, the developer, stated that he is in agreement to the extension to allow time to address the items.

Mayor Pro-Tem Bartley made a motion to postpone consideration of a request to amend a portion of Planned Development-42 (Tract 16) and rezone a portion of a Commercial Tract (Tract 17) to create a Mixed-Use Planned Development on the Collin County School Land Survey, Abstract No. 147 and J. Yarnell Survey, Abstract No. 1038, Tracts 16 and 17, on 143.0± acres, located on the northeast corner of Dallas Parkway and University Drive to Tuesday, October 27, 2026. Deputy Mayor Pro-Tem Kern seconded the motion. Motion carried with a 6-0 vote.

- 15. Consider and act upon Ordinance 2026-43 amending Ordinance No. 2026-41 (FY 2025-2026 Annual Budget) as it relates to the Solid Waste Fund. (CL)**

Mr. Landrum introduced the item noting the proposed ordinance is amending the Solid Waste Fund Budget for this fiscal year to account for remaining expenses through the end of the current fiscal year. Additional safeguards have been put into internal policies to ensure items as such are accounted for in the future.

Deputy Mayor Pro-Tem Kern made a motion to approve Ordinance 2026-43 amending Ordinance No. 2026-41 (FY 2025-2026 Annual Budget) as it relates to the Solid Waste Fund. Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

- 16. Consider and act upon Ordinance 2026-44 repealing existing Article 6.03, "Maintenance of Property," of the Town's Code of Ordinances and replacing it with a new Article 6.03, "Maintenance of Property," related to solid waste collection; regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter; and notice of violation for abatement purposes. (MB)**

Ms. Branch presented the item noting the purpose for the changes, current processes for violations, approaches used, and current statistics. Mr. Canizares added that staff is relying on the ordinance for enforcement and the town currently has abatements in the budget. Ms. Branch added that the department has budgeted for \$20,000 in abatements and have also added an administrative fee to help recoup the fines.

The Town Council discussed the enforcement process regarding prohibited signs and the average number of days to close a case, which included if the case goes to the court.

The Town Attorney noted minor changes were submitted and amended to the ordinance.

Councilmember Ray made a motion to accept and approve the minor changes presented to the Town Attorney to Ordinance 2026-44 repealing existing Article 6.03,

"Maintenance of Property," of the Town's Code of Ordinances and replacing it with a new Article 6.03, "Maintenance of Property," related to solid waste collection; regulation of weeds, rubbish, brush, and other objectionable, unsightly, or unsanitary matter; and notice of violation for abatement purposes. Mayor Pro-Tem Bartley seconded the motion. Motion carried with a 6-0 vote.

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

The Finance Subcommittee discussed the budget amendment and financials.

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

No comments were made.

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 - To consult with the Town Attorney regarding legal issues associated with code enforcement activities and substandard structures, and all matters incident and related thereto.

Section 551.071 - Consultation with the Town Attorney regarding pending or anticipated litigation.

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

The Town Council recessed into Executive Session at 7:06 p.m.

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

The Town Council reconvened into Regular Session at 9:57 p.m.

Mayor Pro-Tem Bartley made a motion to approve an EDC purchase and lease back of property discussed in closed session pursuant to the terms approved by the EDC Board on September 21, 2026. Seconded by Councilmember Reeves. Motion carried with a 6-0 vote.

Adjourn.

The meeting was adjourned at 9:57 p.m.

These minutes were approved on the 13th day of October 2026.

APPROVED:

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

DRAFT



TOWN SECRETARY'S OFFICE

To: Mayor and Town Council
From: Robyn Battle, Executive Director
Through: Mario Canizares, Town Manager
Re: Hours for Alcohol Sales

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance amending Article 4.02, "Alcoholic Beverages," of Chapter 4, "Business Regulations," of the Town's Code of Ordinances by adding a new Division 3, "Hours of Operation."

Description of Agenda Item:

The Town's current policy is to allow alcohol sales until midnight on Sundays through Fridays, and until 1:00 a.m. on Saturdays (Sunday mornings). The Town does not accept TABC applications for the "Extended Hours" (or "Late Hours") sale of alcohol; however, this policy is not currently codified in the Town's Code of Ordinances. Town staff is recommending an ordinance clarifying the Town's position on the late hours sale of alcohol in order to remove any ambiguity regarding the Town's current policy.

Legal Obligations and Review:

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

Attached Documents:

1. Ordinance

Town Staff Recommendation:

Town Staff recommends the Town Council adopt an ordinance amending Article 4.02, "Alcoholic Beverages," of Chapter 4, "Business Regulations," of the Town's Code of Ordinances by adding a new Division 3, "Hours of Operation."

Proposed Motion:

I move to approve an ordinance amending Article 4.02, "Alcoholic Beverages," of Chapter 4, "Business Regulations," of the Town's Code of Ordinances by adding a new Division 3, "Hours of Operation."

TOWN OF PROSPER, TEXAS**ORDINANCE NO. 2026-45**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, AMENDING ARTICLE 4.02, "ALCOHOLIC BEVERAGES," OF CHAPTER 4, "BUSINESS REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, BY ADDING THERETO A NEW DIVISION 3, "HOURS OF OPERATION"; MAKING FINDINGS; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas (the "Town"), is a Home Rule municipality located in Collin and Denton Counties, acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), is authorized to adopt ordinances and regulations for the health, welfare and safety of its citizens; and

WHEREAS, the Town Council desires to retain the character and peaceful nature of the Town; and

WHEREAS, the Town Council finds that it is in the best interests of the citizens of the Town to set limits on hours during which alcoholic beverages may be sold.

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

SECTION 1

The premises set forth above are incorporated herein as if fully set forth herein.

SECTION 2

From and after the effective date of this Ordinance, Article 4.02, "Alcoholic Beverages," of Chapter 4, "Business Regulations," of the Town of Prosper Code of Ordinances is hereby amended by adding thereto a new Division 3, "Hours of Operation," to read as follows:

"ARTICLE 4.02 ALCOHOLIC BEVERAGES

* * *

DIVISION 3 HOURS OF OPERATION

§ 4.02.33. Standard hours for alcohol sales.

(a) Definitions.

The terms used in this article shall have the same definitions and meanings as used in the Texas Alcoholic Beverage Code. Nothing in this article shall be interpreted to be more strict or permissive than the Texas Alcoholic Beverage Code. In the event of conflict between this article and the Texas Alcoholic Beverage Code, the Texas Alcoholic Beverage Code shall apply.

(b) Hours of Operation.

The hours during which alcoholic beverages may be sold in the Town are those hours referenced in Chapter 105 of the Texas Alcoholic Beverage Code, as amended. It is the express intent of the Town that the "Extended Hours" sale of alcoholic beverages, as referenced in Chapter 105 of the Texas Alcoholic Beverage Code, shall not apply to the sale of alcoholic beverages in the Town."

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, sentence, 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; but such repeal shall not abate any pending prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5

Any person, firm, corporation, or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00), and each and every day such violation shall continue shall constitute a separate offense.

SECTION 6

This Ordinance shall become effective 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 13TH DAY OF OCTOBER, 2026.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney



UTILITY CUSTOMER SERVICE

To: Mayor and Town Council

From: Marsa Wages, Utility Customer Service Administrator

**Through: Mario Canizares, Town Manager
Robyn Battle, Executive Director**

Re: Utilities Ordinance Updates

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an ordinance repealing existing Article 13.06, “Illegal Water Connections; Theft of Water,” and Article 13.07, “Utility Bills,” of the Code of Ordinances and replacing them with a new Article 13.06, “Illegal Water Connections; Theft of Water,” and Article 13.07, “Utility Bills.”

Description of Agenda Item:

Utility Customer Service is requesting updates and additions to the Utilities ordinance. The last major update to Articles 13.06 and 13.07 were in 2006 and 2015, respectively. Several policies and procedures have been in place for many years, and the proposed updates will revise the ordinance to reflect current practices. The proposed ordinance includes updated terminology, minor clarifications, new provisions, amendments, and deletions. Below is a summary of the proposed changes:

Section 13.06. Over the past several years, the Town has experienced an increase in illegal water connections, including the use of “jumpers” (temporary pipe used during new subdivision construction before the official water meter is installed), and unauthorized piping connected directly to water taps. These connections can result in the unauthorized use or theft of water and may create operational, safety, and system integrity concerns. Previously, the Town did not have a clearly defined process for addressing these violations or a consistent mechanism for imposing applicable fines and reconnection fees. The proposed update to Section 13.06 is intended to establish clear enforcement procedures.

Section 13.07.001(c) The proposed section adds a requirement for customers requesting utility service to provide proof of tenancy or other documentation demonstrating their legal right to occupy the property. This requirement is intended to help deter unauthorized occupancy and prevent customers with delinquent utility accounts from avoiding outstanding balances by establishing new service under a different name or account.

Section 13.07.003 – Revision – The proposed amendment removes the existing Section 13.07.003 related to the adjustment process for an unexplainable or unusually large bill. The

revised Section 13.07.003 provides a clear process for handling delinquencies, extensions, due process, and deferred payment plans.

Item 4.

Section 13.07.004 – Revision – The proposed revision provides the options for a customer to request an adjustment to their bill due to a defect in the customer's line to include water loss caused by a rupture or leak within the internal wall plumbing.

Section 13.07.005 – Revision – The proposed revision establishes a policy for the proration of charges for base water and sewer charges to reflect the update with the new Customer Information System (CIS) vendor.

Section 13.07.006 – Revision – The proposed revision establishes a process to calculate winter averages for compliance with the new CIS vendor. Residential customers shall be billed based on an estimated monthly residential consumption of 8,000 gallons until a winter average is established.

Section 13.07.009 – Revision – The proposed revision removes the reference to the coronavirus public health emergency and retains the Town Council's ability to enact an economic relief mechanism for utility bills in the event of an emergency.

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
2. Redline version

Town Staff Recommendation:

Town staff recommends the Town Council adopt an ordinance repealing existing Article 13.06, "Illegal Water Connections; Theft of Water," and Article 13.07, "Utility Bills," of the Code of Ordinances and replacing them with a new Article 13.06, "Illegal Water Connections; Theft of Water," and Article 13.07, "Utility Bills."

Proposed Motion:

I move to approve an ordinance repealing existing Article 13.06, "Illegal Water Connections; Theft of Water," and Article 13.07, "Utility Bills," of the Code of Ordinances and replacing them with a new Article 13.06, "Illegal Water Connections; Theft of Water," and Article 13.07, "Utility Bills."

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2026-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REPEALING EXISTING ARTICLE 13.06, "ILLEGAL WATER CONNECTIONS; THEFT OF WATER," AND ARTICLE 13.07, "UTILITY BILLS," AND REPLACING THEM WITH A NEW ARTICLE 13.06, "ILLEGAL WATER CONNECTIONS; THEFT OF WATER," AND ARTICLE 13.07, "UTILITY BILLS,"; MAKING FINDINGS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town Council of the Town of Prosper, Texas (the "Town Council"), has investigated and determined that Articles 13.06 and 13.07 of the Town's Code of Ordinances should be amended; and

WHEREAS, the Town Council has further determined that the following amendments are in the best interests of the residents of the Town of Prosper, and promote the health, safety and welfare of such residents.

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, Article 13.06, "Illegal Water Connections; Theft of Water," and Article 13.07, "Utility Bills," of the Town's Code of Ordinances are hereby repealed and replaced with a new Article 13.06, "Illegal Water Connections; Theft of Water," and Article 13.07, "Utility Bills," to read as follows:

"ARTICLE 13.06

ILLEGAL WATER CONNECTIONS; THEFT OF WATER

13.06.001. Unlawful use of water; prima facie evidence

- (a) A person commits an offense of theft of water by any of the following actions:
- (1) Disruption of service. Preventing water from passing through a meter which is used by the Utility Customer Service Department to supply water to a customer.
 - (2) Meter tampering. Preventing a meter used by the Utility Customer Service Department from registering the quantity of water supplied to a customer or interfering with the proper and accurate registration upon a meter used by the Utility Customer Service

Department of the amount of water supplied to a customer.

- (3) Line tampering. Diverting water, by the use of any device, from a pipe or pipes of the Utility Customer Service Department.
- (4) Refusal to return meter. Refusing to deliver any meter or other appliance of the Utility Customer Service Department, in the person's possession, custody, or control, to the Utility Customer Service Department upon request of the Public Works Director, or designee.
- (5) Illegal tap. Tapping or connecting with the Utility Customer Service Department, or turning on the water from such waterworks, without first having obtained permission to do so from the Utility Customer Service Department, or interfering with any water meter, service, main, standpipe or any other water utility property.
- (6) Restoration of service. Restoring residential water service to a meter that has been terminated by the town for failure to pay.
- (7) Equipment tampering. Tampering, connecting to, or altering any component of the town's water system including valves, meters, meter boxes, lids, hydrants, line, pump stations, ground storage tanks, and elevated storage tanks.
- (8) False report. Making or causing a false report of a water meter reading.
- (b) Prima facie evidence of unlawful use. The existence of a device, pipe, or meter being used for any of the unlawful purposes stated in subsection (a) of this section shall constitute prima facie evidence of knowledge of the unlawful use thereof, on the part of the person owning or having control of the room, building, place, or premises where such device, pipe, or meter has been used and on the part of the person who benefits by the failure of the water to be properly metered.

13.06.002. Disconnections of water service and reconnection fee.

Any violation of this article, including the first offense, will result in forfeiture of any and all deposits, removal of meters, and/or discontinuance of water service by the town. A reconnection fee as established by Appendix A to this Code will be required before the town will restore water service.

13.06.003. Penalty.

Any person violating the provisions of this article shall be deemed guilty of the offense of criminal mischief, their offense shall be classified, whether a misdemeanor or a felony, in accordance with V.T.C.A. Penal Code § 28.03, as it exists or may be amended and, upon conviction thereof, shall be punished in accordance with V.T.C.A. Penal Code § 28.03, as it exists or may be amended. For purposes of determining whether an offense has occurred, the presumption in V.T.C.A. Penal Code § 28.03(c), as it exists or may be amended, shall apply. An offense under this ordinance is a Class C Misdemeanor punishable by a fine of up to \$2,000.00 and/or discontinuance of water service by the town.

ARTICLE 13.07

UTILITY BILLS

13.07.001. Procedures.

- (a) Utility bill payments. Utility bill payments may be made by cash, check, money order, credit or debit card, online bill pay, or auto-draft of bank account. No two-party checks will be accepted. No payroll checks will be cashed through the Utility Customer Service Department.
- (b) Request for new service. A request for new service must be accompanied by a completed service application. A service initiation fee is required for each meter per service address as established by Appendix A to this Code, as it exists or is amended. Reasonable efforts will be made to connect utility service by the end of the same business day for applications received by 12:00 p.m. Otherwise, all reasonable efforts will be made to connect service by the end of the following business day. Except as otherwise provided herein, service initiation fees are nonrefundable.
- (c) Proof of tenancy. An applicant or customer shall, upon request of the Utility Customer Service Department, furnish proper identification, together with all information regarding the service address, including ownership, tenancy, or relationship of applicant or customer to other present or former customers of the Utility Customer Service Department at the service address. In the event such information is not furnished, service to the applicant and/or the service address shall be denied or discontinued. A charge, as established by Appendix A to this Code, shall be assessed for a service call to terminate the customer's water utility service for failure to submit required information.
- (d) Meter rereads. A customer may request a reread of their water meter. A water meter reading charge, as established by Appendix A to this Code, as it exists or is amended, shall be charged on the next month's water bill if the reading is determined to be correct. No water meter reading charge will be assessed if the town determines that the original reading was incorrect.
- (e) Transfer of service from one service address to another. A customer moving from one active service address to another within the town may have their service transferred with completion of a transfer application and payment of a transfer fee as established by Appendix A to this Code, as it exists or is amended. The transfer fee will be charged on the next month's utility bill. An additional service initiation fee shall not be assessed.
- (f) Transfer of service to person at same dwelling. A customer, having no balance owed on their town utility account, may transfer their account to an immediate family member living at the same dwelling, by sending a letter or e-mail, dated and signed by the original applicant who initiated the account, requesting the transfer. The letter or e-mail must include the nature of the relationship between the customer and the immediate family member, the service address, effective date of change, and signature of the customer. The transferee must provide their name, driver's license number and state of issuance, and date of birth. The transferee's driver's license address must match the service address. No fee shall be charged for this transaction.
- (g) Prosecution for tampering or bypassing. The town shall prosecute persons who tamper with or bypass a water meter that has been turned off and/or locked. Tampering with or

bypassing a meter shall be prosecuted in accordance with the Texas Code of Criminal Procedure and/or the Texas Penal Code, both as amended.

- (h) Adjustments in utility billing. Any improper reduction of a water bill as shown by a meter or other reduction in a utility bill is unlawful and is prohibited, unless such reduction is made in accordance with the specific provisions of this article. Any officer or employee of the town reducing any bill, except in accordance with this article, shall be personally responsible for the reduction in the bill, and shall be disciplined in accordance with town policy, up to and including termination of employment with the town.

13.07.002. Rates, minimum charges, failure to pay

- (a) Utility rates. The rates, criteria and related charges, established from time to time by Appendix A to this Code shall be collected for utility services furnished by the town, through the Utility Customer Service Department. The rates and charges set forth in this article shall be mailed or e-mailed by the town and shall be due and payable by the customers of the water, sanitary sewer and solid waste collection system on the due date printed on the bill. In the event the due date is a holiday recognized by the town or a weekend, the rates and charges shall be due and payable on the first business day following said holiday or weekend.
- (b) Minimum bill charge. A minimum monthly fee for all services received in accordance with the rates established by the town in Appendix A to this Code will be charged. Any customer who is currently receiving or may hereafter request and receive utility service at any premises through one or more meters shall be charged no less than the monthly minimum rate, as established by Appendix A to this Code, for each service connected to the premises. Such charges shall continue in force and effect and be collected as long as the customer receives any utility service at the premises. Requests for seasonal or short-term service interruptions or meter removal shall not be approved.
- (c) Failure to pay. Failure to pay the charges for utility services shall authorize the town to discontinue all utility services to the premises and such services shall be subject to the terms and provisions pertaining to delinquency and failure to pay for utility services. If a customer fails to reestablish service within seven calendar days of disconnection for non-payment, the Utility Customer Service Department will notify the Code Compliance Department of the potential code violation.
 - (1) Should service be discontinued to a customer and the amount past due and delinquent is paid thereafter, such service may be resumed. There shall be additional charges collected as provided in the fee schedule found in Appendix A to this Code for reconnection to the water/wastewater/solid waste services.
 - (2) Any customer wishing to discontinue services must give notice thereof to the town. Charges will continue to be entered until such notice has been given or three billing cycles have yielded no response from the customer. If there has been no contact with the Utility Customer Service Department for three billing cycles, service may be automatically terminated.
 - (3) Utility service may be disconnected after notice for the following reasons or as referenced in the V.T.C.A. Administrative Code, title 30, part 1, chapter 291, subchapter E, rule 291.87:
 - (A) Failure to pay a delinquent account for utility service;

- (B) Failure to comply with the terms of a deferred payment agreement; or
- (C) Payment by check which has been rejected for insufficient funds, closed account, stop payment, or customer reverses auto payment.
- (d) Field workers are not authorized to accept payment of the bill when they are at the customer's location to disconnect services.

13.07.003. Bills; delinquency; payment extensions; service calls; due process.

- (a) Payment generally. All charges for utility service shall be paid monthly. The due date will be printed on the face of the utility bill. Payments must be received by 11:59 p.m. on the printed due date to avoid a penalty. Penalties are assessed on the next business day following the printed due date. If the printed due date falls on a Friday, Saturday, Sunday, or legal holiday, the due date will automatically be considered to be the next business day. Any account that has three insufficient payments posted to it within a 12-month period will be placed on a "cash-only" basis for the next 12-month period.
- (b) Delinquent accounts and penalty. Accounts are delinquent if payment is not received by the due date as defined in subsection (a) of this section, and a delinquent account will be levied a ten percent penalty on the current amount due. The ten percent penalty may be waived at the sole discretion of the Utility Customer Service Administrator; provided, however, that no more than one waiver shall be permitted during any 12-month period for any account. If payment is not received within ten calendar days after the due date, a disconnect notice will be generated and mailed and/or emailed to the account holder. If full payment is not received within ten calendar days after the disconnect notice, water utility services will be scheduled for disconnection and a delinquent fee for failure to pay as established by Appendix A to this Code will be assessed. Once service has been scheduled for disconnection for non-payment, the delinquent fee is non-refundable. The town is not required to send additional notices other than the past due notice in order to be authorized to discontinue service.
- (c) Failure to receive bill. All bills shall be considered rendered when sent to the customer by the Utility Customer Service Department. Failure to receive any such bill from a customer shall not relieve such customer of the duty and necessity of paying for utility services furnished under the terms of this article.
- (d) Extension. It shall be the duty of the Utility Customer Service Administrator, or designee, upon the failure or refusal of any person to promptly pay within ten calendar days from the date of delinquency, any charge or charges levied and assessed under the terms of this article, to discontinue utility services and refuse further utility service to such person until such charges are paid or satisfactory payment arrangements have been made; provided, however, upon request by the customer, the Utility Customer Service Administrator, or designee, may extend the time for payment for an additional period before discontinuing utility services. No customer shall be allowed more than one extension for payment annually. No extension request shall be made after the disconnection process has been initiated.
- (e) Service call charges. The customer shall be responsible for the payment of any charge related to separate service calls for connection and/or disconnection of service. The charges to be assessed for service calls related to the turning-on or disconnection of water utility services shall be established from time to time by Appendix A to this Code.

- (f) Customer entitled to due process. Before a customer's water utility services shall be terminated for failure to pay, the customer shall be entitled to adequate notice and due process. Due process shall include, but not be limited to, (1) written notice delivered to the customer in a timely manner that shall state the reasons for such discontinuance of service and the date for which service shall be discontinued; and (2) an opportunity for an informal hearing before service is so terminated by the town. The opportunity for a hearing shall be an informal consultation with the Town Manager, or designee, who has the full authority to resolve the dispute and cancel the disconnection of service if it is determined there is a fair and justifiable reason for doing so. The burden for requesting a hearing shall be on the customer. At no time shall the town, or its representatives, be permitted to arbitrarily withhold or discontinue essential water utility services without a valid reason.
- (g) Deferred payment plan—Availability. The town may, in its sole discretion, provide a deferred payment plan to any customer who demonstrates an extreme hardship to pay the bill in full. The deferred payment plan provides the opportunity for the customer to pay off the outstanding balance over a period of three months, if the following conditions are applied:
- (1) The customer requests the deferred payment plan and provides an explanation for the need for deferred payment.
 - (2) The customer signs a written deferred payment plan specifying the amount and payment schedule for the deferred payments.
 - (3) Only one deferred payment plan will be allowed for a customer for any 24-month period from the date a prior deferred payment plan was paid in full.
 - (4) There will be no amendments, modifications or extensions to the deferred payment plan.
 - (5) The customer must remain current on all subsequent utility bills.
 - (6) Upon approval by the town of the deferred payment plan, the customer must remit the entire current month's balance, plus up to 50 percent of the total balance due. The town will agree to waive the penalties on the remaining balance due during the term of the deferred payment plan.
 - (7) Upon request from the customer and under unusual or special circumstances only, the town may extend the deferred payment plan for a period not to exceed an additional three months.
 - (8) The town will charge an application processing fee to each deferred payment plan implemented in accordance with the adopted fee schedule in Appendix A to this Code. These fees must be paid in cash at the time of the deferred payment plan request.
- (h) Deferred payment plan—Restrictions. A deferred payment plan shall not be available to any customer if any one of the following conditions exists:

- (1) The customer has previously participated in a deferred payment plan with the town within the past 24 months. (The calculation of the 24 months begins on the date any prior deferred payment plan was paid in full); or
 - (2) The utility bills for which the customer has requested the deferred payment plan are a result of meter tampering, theft or diversion of services, or willful damage to town property; or
 - (3) The customer's payment is rejected due to insufficient funds; or
 - (4) The customer fails to sign and return the deferred payment plan contract; or
 - (5) The customer fails to pay the required application processing fee prior to the implementation of the deferred payment plan.
- (i) The Utility Customer Service Administrator, or designee, has the discretion to waive any of the above restrictions on a case-by-case basis if the waiver is determined to be in the best interest of the town.
 - (j) Deferred payment plan—Disconnection. The town may immediately disconnect service to any customer who fails to comply with the terms and conditions of a deferred payment plan.
 - (k) Town's rights. The town shall have the right to provide information to any commercial credit agency or organization with respect to any customer's disconnection of service for failure to pay any portion of a customer's bill or bills. The town shall have the right to provide credit information to credit bureaus, credit reporting services, and other utilities. The credit information may include but shall not be limited to a customer's payment history and status of unpaid bills for the town's utility services.

13.07.004. Adjustment of bill due to a defect in customer's line.

- (a) Any customer of the town may request a correction of any water bill from the town once in 24 months for water usage because of a loss of water through an excusable defect (hereinafter defined) in the customer's water line for a period not to exceed two consecutive months, by written application with the Utility Customer Service Department, by mailing, e-mailing or delivering the same to the Department within 30 days of the repair of the excusable defect. Shutting off the water does not qualify as a repair.
- (b) Such application shall contain the following matters and such other information as the Utility Customer Service Administrator, or designee, may require:
 - (1) The name of the applicant, the address or description of the property or premises furnished water, the bill which is sought to be corrected, the date of the bill and the period of water usage covered thereby.
 - (2) A statement of the date on which the excusable defect in the applicant's water line was discovered, and the date on which it was repaired; and a statement that water was lost after it passed through the town water meter serving such property and that such water was not used in any manner by anyone.
 - (3) The application shall show whether or not there have been any additional water

appliances or fixtures, swimming pools, or hot tubs placed in use on the applicant's premises during the period covered by such bill.

- (4) A statement that the applicant is personally familiar with all of the matters of fact stated in the application and sworn to therein, that they are made on the applicant's personal knowledge and that they are each true and correct.
- (5) The applicant shall execute a statement setting forth an understanding that the application is a government record subject to criminal prosecution for false statements under the Texas Penal Code and shall state that the applicant certifies that the application contains no false statements.
- (c) Documentation of the repair shall be submitted detailing the exact nature and date of repair(s) to the applicant's water line.
- (d) As used in this article, the term "excusable defect" shall mean a rupture or leakage of the customer's underground water lines from the meter to the foundation, under the foundation, and/or in the internal wall plumbing which may be caused by freezing weather, settlement, corrosion, wear, or accident. The term does not apply to defective or broken faucets (inside or outside), sprinkler systems, sprinkler heads, sprinkler lines, sprinkler solenoids, swimming pools, auto-fill pool equipment, toilets, toilet flappers, or any outdoor fixture/accessory such as an outdoor kitchen.
- (e) Upon receipt of a properly completed application, the Utility Customer Service Administrator, or designee, shall review such application, and if the Administrator or designee approves the same as being in compliance with this article, the applicant's bill shall be recalculated. A determination by the Utility Customer Service Administrator of the amount of an adjustment to be made in an applicant's water bill in accordance with the provisions of this article shall be final.
- (f) The applicant's average water usage will be based on the previous nine (9) months. If the applicant has not been a customer for a sufficient length of time to make such determination, the Utility Customer Service Administrator, or designee, will use the electronic meter reading system to determine actual loss as described by the applicant during a specific time frame. This average water usage so determined will hereafter be referred to as "average usage."
- (g) From the total water consumption shown on the bill submitted for correction, the average usage will be deducted. The resulting figure will hereafter be referred to as "excess usage." The excess usage will be considered consumption beyond the average usage and will be charged at the rate of one-half of the regular rate for consumption beyond the average usage for customers in the applicant's rate classification. This will determine the amount the applicant must pay for the excess usage. The regular rate for customers in the applicant's rate classification will be applied to the average usage and this amount will be added to the amount due for the excess usage, and the total of those two amounts will be the sum that the applicant must pay for water usage during the period covered by the adjusted bill.
- (h) A bill shall be paid in full by its due date while the Utility Customer Service Administrator, or designee, reviews an application for adjustment. Any adjustment due to the customer will be credited to the customer's active account or refunded if the account had been closed prior to a final determination.

- (i) No adjustment shall be given for \$5.00 or less.

13.07.005. Proration of charges.

- (a) Water and sewer base charges shall be prorated when service begins or ends on a date other than the first or last day of a billing cycle.
- (b) The prorated charge shall be calculated as follows:
 - (1) Determine the applicable monthly base rate for water and sewer service.
 - (2) Divide the monthly base rate by the total number of days in the billing cycle to determine the daily rate.
 - (3) Multiply the daily rate by the number of days service was provided during the billing cycle.
- (c) Usage-based charges shall be billed according to actual meter readings and shall not require proration unless otherwise specified by town policy.

13.07.006. Winter averaging for residential wastewater services.

Residential customers who are receiving town wastewater (sewer) services shall be billed according to their winter water consumption average. Water consumption billed in December, January and February shall be averaged to calculate sewer charges beginning in March and ending in February the following year.

- (a) Customers who are not billed in December, January and February will not have a winter average. Therefore, those customers shall be billed based on an estimated residential consumption of 8,000 gallons per month until a winter average is established or service is terminated.
- (b) A reasonable adjustment can be made to the sewer bill if a water leak can be documented during the winter average data collection period. Requests for winter averaging must be completed by June 1 following the data collection period and must be delivered to the Utility Customer Service Department for review. If actual water loss can be calculated, the consumption shall be adjusted accordingly. If not, the prior year average can be used, if available, at the discretion of the Utility Customer Service Administrator.

13.07.007. Dispute of utility bill.

Any customer may dispute their utility bill. It is the customer's responsibility to advise the Utility Customer Service Department that a bill is being disputed by written notice. This notice can be mailed or brought to the Utility Customer Service Department in person during normal business hours.

- (a) A payment equal to the customer's average (preceding 12-month) monthly usage at current rates must be made by the due date stated on the bill being disputed. Where no previous usage history exists, consumption for calculating the average monthly usage will be estimated on the basis of usage levels of similar customers under similar conditions as determined by the Utility Customer Service Administrator, or designee.

- (b) The payment must be received by the Utility Customer Service Department prior to the date of proposed discontinuance for a customer to avoid discontinuance of service. Notwithstanding any other section of this article, a utility customer's service may not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of determination of the dispute. The customer is obligated to pay any billings not disputed.
- (c) If the customer is registered for auto debit through their bank or credit card, it is the responsibility of the customer to remove this payment authorization prior to the Utility Customer Service Department beginning their payment process which can be a few days prior to the due date. The Utility Customer Service Department shall not draft partial payments and shall only draft the full amount of the bill.
- (d) The written dispute notice will be reviewed by the Utility Customer Service Administrator, or designee, within ten calendar days of receipt. The Utility Customer Service Administrator will make a recommendation for settlement and present it to the Executive Director.
- (e) The Executive Director will make a determination within 20 calendar days of receiving the Utility Customer Service Administrator's recommendation and written notification will be sent to the customer within 30 calendar days of the original dispute notice.
- (f) If a customer does not agree with the decision, the customer has the right to appeal. The customer can do so by contacting the Town Manager directly. The Town Manager shall render a final, non-appealable decision.

13.07.008. Senior affordability discount and penalty exemption.

- (a) Senior citizen account holders who qualify are entitled to receive a credit for storm drainage charges and the first 2,000 gallons of water included as part of the minimum bill for an indoor residential account. Eligibility requirements are as follows:
 - (1) Must be listed as the account holder on residential property only.
 - (2) Must be age 65 or older.
 - (3) Must provide proof of age with a valid United States or state ID.
 - (4) Must not be receiving the senior affordability rate on any other town account.
 - (5) Must complete and sign the application.
- (b) Late payment penalties shall be waived for any account holder who qualifies and is entitled to such. An applicant must complete an application and present adequate proof that the customer is either: (1) at least age 65 and the recipient of Social Security or other bona fide retirement benefits; or (2) totally disabled. The applicant must provide documentation, such as a letter from Social Security, Veterans Affairs, or any other governmental agency clearly declaring the account holder to be disabled. Bank statements, AARP membership card, Medicare card, document(s) with a Social Security number, or similar documentation will not be accepted as proof.

13.07.009. Penalties or disconnections during a public health emergency or declaration of disaster.

- (a) Late payment penalties and disconnections. Notwithstanding any provision in this article

to the contrary, during a public health emergency or disaster declared by the Governor of the State of Texas and/or the Mayor of the Town of Prosper, the town shall charge late payment fees or penalties, and further, may terminate service to any utility customer (either residential or commercial) when an outstanding balance reaches an amount equal to two months' worth of monthly single-family residential utility billings in the previous (rolling) 12-month period. Monthly single-family residential utility billings shall be determined as follows: the town-wide average monthly billing amount for single-family residential water and wastewater services, plus the standard single-family residential garbage service fee and the standard single-family residential drainage fee, with all amounts as determined by the town in its sole discretion.

(b) Economic relief in the event of a disaster.

- (1) Purpose. The town may authorize up to \$25,000.00 in reductions in monthly single-family residential utility billings for town residents who are eligible and qualify for such reductions pursuant to the terms of this section.
- (2) Determination of amount of monthly single-family residential utility billings eligible for reduction. Town utility account holders are eligible to receive up to two months' worth of monthly single-family residential utility billings reduction in any 12-month period. Monthly single-family residential utility billings shall be determined as follows: the town-wide average monthly billing amount for single-family residential water and wastewater services, plus the standard single-family residential garbage service fee and the standard single-family residential drainage fee, with all amounts as determined by the town in its sole discretion.
- (3) Determination of eligibility for reduction. The town may utilize a partner agency to assist in determining eligibility for any reduction, and the Town Manager is authorized to enter into an agreement or memorandum of understanding with such partner agency. The partner agency shall utilize objective criteria in determining eligibility for any reduction, but shall consider both financial hardship and the ability of a utility account holder to afford to pay all or part of the account holder's monthly utility billing, utilizing such criteria as the partner agency determines to be appropriate under the circumstances, without regard to age, race, sex, marital status, disability, religious affiliation or any other legally protected status. Besides determining eligibility for any reduction, the partner agency shall promptly make a recommendation to the town of any proposed amount of such reduction, never to exceed the monthly amount determined in accordance with subsection (b)(2), above. The town may accept, deny or modify the recommendation from the partner agency. If accepted, the town shall credit the account holder the amount of any such reduction suggested by the partner agency and approved by the town."

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, sentence, 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; but such repeal shall not abate any pending prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 5

Any person, firm, corporation, or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00), and each and every day such violation shall continue shall constitute a separate offense.

SECTION 6

This Ordinance shall become effective 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 13TH DAY OF OCTOBER 2026.

David F. Bristol, Mayor

ATTEST:

Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

ARTICLE 13.06
ILLEGAL WATER CONNECTIONS; THEFT OF WATER

~~§ 13.06.001. Unlawful use of water; prima facie evidence~~~~Offense established.~~

(a) A person commits an offense of theft of water by any of the following actions:

1. Disruption of service. Preventing water from passing through a meter which is used by the Utility Customer Service Department to supply water to a customer.
2. Meter tampering. Preventing a meter used by the Utility Customer Service Department from registering the quantity of water supplied to a customer or interfering with the proper and accurate registration upon a meter used by the Utility Customer Service Department of the amount of water supplied to a customer.
3. Line tampering. Diverting water, by the use of any device, from a pipe or pipes of the Utility Customer Service Department.
4. Refusal to return meter. Refusing to deliver any meter or other appliance of the Utility Customer Service Department, in the person's possession, custody, or control, to the Utility Customer Service Department upon request of the Public Works Director, or designee.
5. Illegal tap. Tapping or connecting with the Utility Customer Service Department, or turning on the water from such waterworks, without first having obtained permission to do so from the Utility Customer Service Department, or interfering with any water meter, service, main, standpipe or any other water utility property.
6. Restoration of service. Restoring residential water service to a meter that has been terminated by the town for failure to pay.
7. Equipment tampering. Tampering, connecting to, or altering any component of the town's water system including valves, meters, meter boxes, lids, hydrants, line, pump stations, ground storage tanks, and elevated storage tanks.
8. False report. Making or causing a false report of a water meter reading.

(b) Prima facie evidence of unlawful use. The existence of a device, pipe, or meter being used for any of the unlawful purposes stated in subsection (a) of this section, shall constitute prima facie evidence of knowledge of the unlawful use thereof, on the part of the person owning or having control of the room, building, place, or premises where such device, pipe, or meter has been used and on the part of the person who benefits by the failure of the water to be properly metered.

(1) A person may not tamper, connect to, or alter any component of the town's water system including valves, meters, meter boxes, lids, hydrants, lines, pump stations, ground storage tanks, and elevated storage tanks. This shall include direct or indirect efforts to initiate or restore water service without the approval of the town.

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- ~~(2) If, without the written consent of the Town Administrator or Manager or the Town Administrator or Manager's designee, the person causes, suffers or allows the initiation or restoration of water service to the property after termination of service(s). For purposes of this section, it shall be assumed that the owner, occupant, or person in control of the property caused, suffered, or allowed the unlawful initiation or restoration of service(s).~~
- ~~(3) A person may not make or cause a false report to be made to the town of a reading of a water meter installed for metered billing.~~
- ~~(4) A person commits a separate offense each day that the person performs an act prohibited by this section or fails to perform an act required by this section.~~

§ 13.06.002. Disconnections of water service and reconnection fee.

Any violation of this article, including the first offense, will result in forfeiture of any and all deposits, removal of meters, and/or discontinuance of water service by the town. A ~~\$500.00~~ reconnection fee as established by Appendix A of this Code will be required before the town will restore water service.

§ 13.06.003. Penalty.

Any person violating the provisions of ~~§ 13.06.002~~ of this article shall be deemed guilty of the offense of criminal mischief, their offense shall be classified, whether a misdemeanor or a felony, in accordance with V.T.C.A. Penal Code § 28.03, as it exists or may be amended and, upon conviction thereof, shall be punished in accordance with V.T.C.A. Penal Code § 28.03, as it exists or may be amended. For purposes of determining whether an offense has occurred, the presumption in V.T.C.A. Penal Code § 28.03(c), as it exists or may be amended, shall apply. An offense under this ordinance is a Class C Misdemeanor punishable by a fine of up to \$2,000.00 and/or discontinuance of water service by the town.
(Ordinance 06-03, adopted 1/10/2006)

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ARTICLE 13.07 UTILITY BILLS

§ 13.07.001. Procedures.

- (a) Utility bill payments. Utility bill payments may be made by cash, check, money order, credit or debit card, online bill pay, or auto-draft of bank account, ~~credit or debit card~~. No two-party checks will be accepted. No payroll checks will be cashed through the Utility Customer Service ~~utility d~~Department. ~~All returned checks, returned ACH notifications, or reversal of payment by payer will be assessed a returned check fee as established by appendix A to this Code, as it exists or is amended, for administrative costs. Only cash, a cashier's check, money order, credit or debit card will be accepted for payment after three returned payments have been received by the town over a one-year period, using the date of the last returned payment.~~
- (b) Request for new service. A request for new service must be accompanied by a completed service application. A service initiation fee is required for each meter per service address as established by Appendix A to this Code, as it exists or is amended. Reasonable efforts will be made to connect utility service by the end of the same business day for applications received by 12:00 p.m. Otherwise, all reasonable efforts will be made to connect service by the end of the following business day. Except as otherwise provided herein, service initiation fees are nonrefundable.
- (c) Proof of tenancy. ~~An applicant or customer shall, upon request of the Utility Customer Service Department, furnish proper identification, together with all information regarding the service address, including ownership, tenancy, or relationship of applicant or customer to other present or former customers of the Utility Customer Service Department at the service address. In the event such information is not furnished, service to the applicant and /or the service address shall be denied or discontinued. A charge, as established by Appendix A to this Code, shall be assessed for a service call to terminate the customer's water utility service for failure to submit required information.~~
- ~~(b)(d)~~ Meter rereads. A customer may request a reread of their water meter. A water meter reading charge, as established by Appendix A to this Code, as it exists or is amended, shall be charged on the next month's water bill if the reading is determined to be correct. No water meter reading charge will be assessed if the town determines that the original reading was incorrect.
- ~~(e)(e)~~ Transfer of service from one service address to another. A customer moving from one active service address to another within the town may have their service transferred with completion of a transfer application and ~~payment~~knowledge of a transfer fee as established by Appendix A to this Code, as it exists or is amended. The transfer fee will be charged on the next month's water bill. An additional service initiation fee shall not be assessed.
- ~~(d)(f)~~ Transfer of service to person at same dwelling. A customer, having no balance owed on their town utility account, may transfer their account to ~~another~~ an immediate family member person, living at the same dwelling, by sending a letter or e-mail, dated and signed by the original applicant who initiated the account, requesting ~~thesaid~~ transfer.

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The letter or e-mail must include the nature of the relationship between the customer and the immediate family member, the service address, effective date of change, and signature of the customer. The transferee must provide their name, driver's license number and state of issuance, and date of birth. The transferee's driver's license address must match the service address. No fee shall be charged for this transaction.

(e)(g) Prosecution for tampering or bypassing. The town shall prosecute persons who tamper with or bypass a water meter that has been turned off and/or locked. Tampering with or bypassing a meter shall be prosecuted in accordance with the Texas Code of Criminal Procedure and/or the Texas Penal Code, both as amended.

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- (h) Adjustments in utility billing. Any improper reduction of a water bill as shown by a meter or other reduction in a utility bill is unlawful and is prohibited, unless such reduction is made in accordance with the specific provisions of this article. Any officer or employee of the town reducing any bill, except in accordance with this article, shall be personally responsible for the reduction in the bill, and shall be disciplined in accordance with town policy, up to and including termination of employment with the town.

13.07.002. Rates, minimum charges, failure to pay

- (a) Utility rates. The rates, criteria and related charges, established from time to time by Appendix A to this Code shall be collected for water utility services furnished by the town, through the Utility Customer Service Department. The rates and charges set forth in this article shall be mailed or e-mailed by the town and shall be due and payable by the customers of the water, sanitary sewer and solid waste collection system on the due date printed on the bill. In the event the due date is a

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holiday recognized by the town or a weekend, the rates and charges shall be due and payable on the first business day following said holiday or weekend.

- (b) Minimum bill charge. A minimum monthly fee for all services received in accordance with the rates established by the town in Appendix A of this Code will be charged. Any customer who is currently receiving or may hereafter request and receive utility service at any premises through one or more meters shall be charged no less than the monthly minimum rate, as established by Appendix A to this Code, for each service connected to the premises. Such charges shall continue in force and effect and be collected as long as the customer receives any water utility service at the premises. Requests for seasonal or short-term service interruptions or meter removal shall not be approved.
- (c) Failure to pay. Failure to pay the charges for water utility services shall authorize the town to discontinue all utility services to the premises and such services shall be subject to the terms and provisions pertaining to delinquency and failure to pay for water utility services. If a customer fails to reestablish service within seven calendar days of disconnection for non-payment, the Utility Customer Service Department will notify the Code Compliance Department of the potential code violation.
1. Should service be discontinued to a customer and the amount past due and delinquent is paid thereafter, such service may be resumed. There shall be additional charges collected as provided in the fee schedule found in Appendix A to this Code for reconnection to the water/wastewater/solid waste services.
 2. Any customer wishing to discontinue services must give notice thereof to the town. Charges will continue to be entered until such notice has been given or three billing cycles have yielded no response from the customer. If there has been no contact with the Utility Customer Service Department for three billing cycles, service may be automatically terminated.
 3. Utility service may be disconnected after notice for the following reasons or as referenced in the V.T.C.A. Administrative Code, title 30, part 1, chapter 291, subchapter E, rule 291.87:
 - (A) Failure to pay a delinquent account for utility service;
 - (B) Failure to comply with the terms of a deferred payment agreement; or
 - (C) Payment by check which has been rejected for insufficient funds, closed account, stop payment, or customer reverses auto payment.
- (j) Field workers are not authorized to accept payment of the bill when they are at the customer's location to disconnect services.

13.07.003. Bills; delinquency; payment extensions; service calls; due process.

- (a) Payment generally. All charges for water utility service shall be paid monthly. The due date will be printed on the face of the water bill. Payments must be received by 11:59 p.m. on the printed due date to avoid a penalty. Penalties are assessed on the next business day following the printed due date. If the printed due date falls on a Friday, Saturday, Sunday, or legal holiday, the due date will automatically be considered to be the next business day. Any account that has three insufficient payments posted to it within a 12-month period will

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be placed on a "cash-only" basis for the next 12-month period.

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- (b) Delinquent accounts and penalty. Accounts are delinquent if payment is not received by the due date, or the next business day following a Saturday, Sunday, or legal holiday, and a delinquent account will be levied a ten percent penalty on the current amount due. The ten percent penalty may be waived at the sole discretion of the Utility Customer Service Administrator; provided, however, that no more than one waiver shall be permitted during any 12-month period for any account. If payment is not received within ten calendar days after the due date, a disconnect notice will be generated and mailed and/or emailed to the account holder. If full payment is not received within ten calendar days after the disconnect notice, water utility services will be scheduled for disconnection and a delinquent fee for failure to pay as established by Appendix A to this Code will be assessed. Once service has been scheduled for disconnection for non-payment, the delinquent fee is non-refundable. The town is not required to send additional notices other than the past due notice in order to be authorized to discontinue service.
- (c) Failure to receive bill. All bills shall be considered rendered when sent to the customer by the Utility Customer Service Department. Failure to receive any such bill from a customer shall not relieve such customer of the duty and necessity of paying for water utility services furnished under the terms of this article.
- (d) Extension. It shall be the duty of the Utility Customer Service Administrator or designee, upon the failure or refusal of any person to promptly pay within ten calendar days from the date of delinquency, any charge or charges levied and assessed under the terms of this article, to discontinue water utility services and refuse further utility service to such person until such charges are paid or satisfactory payment arrangements have been made; provided, however, upon request by the customer, the Utility Customer Service Administrator or designee may extend the time for payment for an additional period before discontinuing water utility services. No customer shall be allowed more than one extension for payment annually. No extension request shall be made after the disconnection process has been initiated.
- (e) Service call charges. The customer shall be responsible for the payment of any charge related to separate service calls for connection and/or disconnection of service. The charges to be assessed for service calls related to the turning-on or disconnection of water utility services shall be established from time to time by Appendix A to this Code.
- (f) Customer entitled to due process. Before a customer's water utility services shall be terminated for failure to pay, the customer shall be entitled to adequate notice and due process. Due process shall include, but not be limited to, (1) written notice delivered to the customer in a timely manner that shall state the reasons for such discontinuance of service and the date for which service shall be discontinued; and (2) an opportunity for an informal hearing before service is so terminated by the town. The opportunity for a hearing shall be an informal consultation with the Town Manager, or designee, who has the full authority to resolve the dispute and cancel the disconnection of service if it is determined there is a fair and justifiable reason for doing so. The burden for requesting a hearing shall be on the

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customer. At no time shall the town, or its representatives, be permitted to arbitrarily withhold or discontinue essential water utility services without a valid reason.

(g) Deferred payment plan—Availability. The town may, in its sole discretion, provide a deferred payment plan to any customer who demonstrates an extreme hardship to pay the bill in full. The deferred payment plan provides the opportunity for the customer to pay off the outstanding balance over a period of three months, if the following conditions are applied:

(1) The customer requests the deferred payment plan and provides an explanation for the need for deferred payment.

(2) The customer signs a written deferred payment plan specifying the amount and payment schedule for the deferred payments.

(3) Only one deferred payment plan will be allowed for a customer for any 24-month period from the date a prior deferred payment plan was paid in full.

(4) There will be no amendments, modifications or extensions to the deferred payment plan.

(5) The customer must remain current on all subsequent water utility bills.

(6) Upon approval by the town of the deferred payment plan, the customer must remit the entire current month's balance, plus up to 50 percent of the total balance due. The town will agree to waive the penalties on the remaining balance due during the term of the deferred payment plan.

(7) Upon request from the customer and under unusual or special circumstances only, the town may extend the deferred payment plan for a period not to exceed an additional three months.

(8) The town will charge an application processing fee to each deferred payment plan implemented in accordance with the adopted fee schedule in Appendix A of this Code. These fees must be paid in cash at the time of the deferred payment plan request.

(h) Deferred payment plan—Restrictions. A deferred payment plan shall not be available to any customer if any one of the following conditions exists:

(1) The customer has previously participated in a deferred payment plan with the town within the past 24 months. (The calculation of the 24 months begins on the date any prior deferred payment plan was paid in full); or

(2) The utility bills for which the customer has requested the deferred payment plan are a result of meter tampering, theft or diversion of services, or willful damage to town property; or

(3) The customer's payment is rejected due to insufficient funds; or

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- ~~(4) The customer fails to sign and return the deferred payment plan contract; or~~
- ~~(5) The customer fails to pay the required application processing fee prior to the implementation of the contract.~~
- ~~(i) The Utility Customer Service Administrator or designee has the discretion to waive any of these restrictions on a case-by-case basis if the waiver is determined to be in the best interest of the town.~~
- ~~(j) Deferred payment plan—Disconnection. The town may immediately disconnect service to any customer who fails to comply with the terms and conditions of a deferred payment plan.~~
- ~~(k) Town's rights. The town shall have the right to provide information to any commercial credit agency or organization with respect to any customer's disconnection of service for failure to pay any portion of a customer's bill or bills. The town shall have the right to provide credit information to credit bureaus, credit reporting services, and other utilities. The credit information may include but shall not be limited to a customer's payment history and status of unpaid bills for the town's utility services.~~

§ 13.07.0042. Adjustment of bill due to a as result of defect in customer's line.

- (a) Any customer of the town may request a correction of any water bill from the town once in 24 months for water usage because of a loss of water through an excusable defect (hereinafter defined) in the customer's water line for a period not to exceed two consecutive months, by written application with the Utility Customer Service Billing Department, by mailing, e-mailing or delivering the same to the Department within 30 days of the repair of the excusable defect. Shutting off the water does not qualify as a repair.
- (b) Such application shall contain the following matters and such other information as the Utility Customer Service Administrator, or designee, ~~utility official~~ may require:
 - (1) The name of the applicant, the address or description of the property or premises furnished water, the bill which is sought to be corrected, the date of the bill and the period of water usage covered thereby.
 - (2) A statement of the date on which the excusable defect in the applicant's water line was discovered, and the date on which it was repaired; and a statement that water was lost after it passed through the town water meter serving such property and that such water was not used in any manner by anyone.
 - (3) The application shall show whether or not there have been any additional water appliances or fixtures, swimming pools, or hot tubs placed in use on the applicant's premises during the period covered by such bill.
 - (4) A statement that the applicant is personally familiar with all of the matters of facts stated in the application and sworn to therein, that they are made on the applicant's ~~this~~ personal knowledge and that they are each true and correct.

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- (5) The ~~applicant~~customer shall execute a statement setting forth an understanding that the application is a government record subject to criminal prosecution for false statements under the Texas Penal Code and shall state that the applicant certifies that the application contains no false statements.
- (c) Documentation of the repair shall be submitted detailing the exact nature and date of repair(s) to the applicant's water line.
- (d) As used in this article the term "excusable defect" shall mean a rupture or leakage of the customer's underground water lines from the meter to the foundation, ~~and/or~~ under the foundation, ~~and/or in the internal wall plumbing~~ ~~which~~as may be caused by freezing weather, settlement, corrosion, wear, or accident. The term does not apply to defective or ~~brokenout-of-repair~~ faucets (inside or outside), ~~internal wall plumbing~~, sprinkler systems, sprinkler heads, sprinkler lines, sprinkler solenoids,

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swimming pools, auto-fill pool equipment, toilets, toilet flappers, or any outdoor fixture/ accessory such as an outdoor kitchen.

- (e) Upon receipt of a properly completed application, the Utility Customer Service Administrator, or designee, utility-billing official shall review such application, and if the Administrator or designee approves the same as being in compliance with this article, the applicant's bill shall be recalculated. A determination by the Utility billing Customer Service Administrator official of the amount of an adjustment to be made in an applicant's water bill in accordance with the provisions of this article shall be final.
- (f) The applicant's average water usage will be based on the previous nine (9) months. If the applicant has not been a customer for a sufficient length of time to make such determination, the Utility Customer Service Administrator, or designee, utility-billing official will use the electronic meter reading system to determine actual loss as described by the applicant during a specific time frame. This average water usage so determined will hereafter be referred to as "average usage."
- (g) From the total water consumption shown on the bill submitted for correction, the average usage will be deducted. The resulting figure will hereafter be referred to as "excess usage." The excess usage will be considered consumption beyond the average usage, and will be charged at the rate of one-half of the regular rate for consumption beyond the average usage (for customers in the applicant's rate classification.) will be applied to the excess usage and t This will determine the amount the applicant must pay for the excess usage. The regular rate for customers in the applicant's rate classification will be applied to the average usage and this amount will be added to the amount due for the excess usage, and the total of those two amounts will be the sum that the applicant must pay for water usage during the period covered by the adjusted bill.
- (h) A bill shall be paid in full by its due date while the Utility Customer Service Administrator, or designee, utility-billing official reviews an application for adjustment. Any adjustment due to the customer will be credited to the customer's active account or refunded if the account had been closed ended prior to a final determination.
- (i) No adjustment shall be given for \$5.00 or less.

~~§ 13.07.003. Adjustment of an unexplainable/unusually large bill.~~

- ~~(a) Any customer who receives a water bill for any given month that is computed on the basis of a quantity greater than 300 percent of the average monthly quantity (hereinafter defined) applicable to such customer, may request an adjustment of the bill in the manner provided in this article; provided, that for any given customer, only one such monthly bill out of any series of 24 consecutive monthly bills may be adjusted.~~
- ~~(b) In order to request such an adjustment, the customer shall file an application for the adjustment on a form furnished by the utility official. The application form shall contain a statement setting forth an understanding that the application is a government record subject to criminal prosecution for false statements under the Texas Penal Code, as amended, and the customer shall state that the application contains no false statements. The application shall identify the bill and briefly state:~~
 - ~~(1) The reasons for the request for the adjustment;~~

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- ~~(2) A description of the additional water appliances or fixtures, swimming pools, or hot tubs, if any that have been placed in use by the customer during the current month or the preceding 12 months;~~
- ~~(3) That there have been no plumbing repairs or necessity therefor during the month for which an adjustment is sought or that the nature of any plumbing defects would not explain the additional usage; and~~
- ~~(4) Such other information as the application may require.~~
- ~~(c) A customer shall submit any supporting documentation of information that would assist the utility billing official with making a determination.~~
- ~~(d) The average monthly quantity applicable to a customer means the average quantity for water service to the same premises during the 12 months immediately preceding the month for which the adjustment is sought. If a customer has not been at the premises for 12 months, the application will be held for an additional three billing cycles so that the utility billing official can determine customer's "normal" usage pattern. The average of those three months will be used to determine if an adjustment can be made.~~
- ~~(e) Upon receiving such application, the utility billing official shall make an investigation to determine if an error was made, which investigation shall include, among other things, an inspection of the customer's water meter and review of the customer's billing record. If the initial investigation reveals a billing or meter error, the utility billing official shall make an adjustment to correct the error. If the investigation does not reveal an error, the utility billing official may make such further investigation, as the utility billing official deems advisable, and shall give full consideration to the statements contained in the customer's application. The utility billing official will consider new landscaping, irrigation systems, winter rye grass, abnormally lush landscaping, holiday visitors, new swimming pools or hot tubs, and other new water appliances or fixtures as indications of and contributors to high water use.~~
- ~~(f) If the utility billing official concludes that, in all reasonable probability, the customer was charged for more water than the customer consumed during the month in question, but is unable to actually account for such unusual quantity, the utility billing official shall recompute the bill using the average monthly quantity applicable to the customer.~~
- ~~(g) A customer will be responsible for the normal rate of charge equal to the customer's classification using the average consumption plus 50 percent of the overage. A determination by the utility official made in accordance with the provisions of this article shall be final.~~
- ~~(h) The customer will be required to pay half of the bill prior to the due date or make a payment arrangement with the utility billing official.~~

~~§ 13.07.004. Penalty/termination/disconnection of services.~~

- ~~(a) The rates and charges set forth in this article shall be mailed or e-mailed by the town and shall be due and payable by the customers of the water, sanitary sewer and garbage collection system on the tenth day of each month after the billing cycle. In the event the tenth day is a~~

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~~holiday recognized by the town or a weekend, the rates and charges shall be due and payable on the first business day following said holiday or weekend.~~

~~(i) Should the amount due on the tenth day of the month after the billing cycle not be paid in full, a ten percent penalty of the most current balance shall be added to the amount past due. If customer has shown a strong payment history for one year and requests, the Utility Billing Department shall extend a customer courtesy to remove the penalty charge. This is allowed no more than once every 24 months.~~

~~The town will issue a past due notice ten days thereafter if payment has not been made by the due date, which will also serve as a notice of possible service termination. The customer is subject to service discontinuation on the tenth day after the notice has been issued. The town is not required to send additional notices other than the past due notice in order to be authorized to discontinue service.~~

~~(j) Should service be discontinued to a customer and the amount past due and delinquent is paid thereafter, such service may be resumed. There shall be additional charges collected as provided in the fee schedule found in appendix A to this Code for reconnection to the water/wastewater/garbage services.~~

~~(k) Any customer wishing to discontinue services must give notice thereof to the town. Charges will continue to be entered until such notice has been given or three billing cycles have yielded no response from the customer. If there has been no contact with the Utility Billing Department for three billing cycles, service may be automatically terminated.~~

~~(l) Utility service may be disconnected after notice for the following reasons or as referenced in the V.T.C.A. Administrative Code, title 30, part 1, chapter 291, subchapter E, rule 291.87:~~

~~a. Failure to pay a delinquent account for utility service;~~

~~b. Failure to comply with the terms of a deferred payment agreement; or~~

~~c. Payment by check which has been rejected for insufficient funds, closed account, stop payment, or customer reverses auto payment.~~

~~(m) Field workers are not obligated to accept payment of the bill when they are at the customer's location to disconnect services.~~

§ 13.07.005. Proration of ~~charges~~ utility bills.

(a) Water and sewer base charges shall be prorated when service begins or ends on a date other than the first or last day of a billing cycle.

(b) The prorated charge shall be calculated as follows:

1. Determine the applicable monthly base rate for water and sewer service.

2. Divide the monthly base rate by the total number of days in the billing cycle to determine the daily rate.

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3. Multiply the daily rate by the number of days service was provided during the billing cycle.

(c) Usage-based charges shall be billed according to actual meter readings and shall not require proration unless otherwise specified by Town policy.

~~Customers who request to commence, transfer or terminate any residential or commercial account for utility service within a billing cycle shall be billed based on a pro-rata basis. The calculation method shall consist of taking the applicable minimum service charge for both water and wastewater services then charging only the portion that is represented by the chart below:~~

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Number of days of service	Percent of Minimum Service Charge Billed
1—10 days	40%
11—20 days	70%
21—billing cycle date	100%

§ 13.07.006. Winter averaging for residential wastewater services.

Residential ~~only~~ customers who are receiving town wastewater (sewer) services shall be billed according to their winter water consumption average. Water consumption billed in December, January and February shall be averaged to calculate sewer charges beginning in March and ending in February the following year.

(a) Customers who are not billed in December, January and February will not have a winter average. Therefore, those customers shall be billed based on an estimated residential consumption of 8,000 gallons per month according to water consumed each billing cycle capping at 10,000 gallons until a winter average is established or service is terminated.

~~(b) Customers who have a winter average and transfer from one active account to another account with town services will retain their original winter average until new data is collected.~~

~~(e)(b)~~ A reasonable adjustment can be made to the sewer bill if a water leak can be documented during the winter average data collection period. Requests ~~for~~ of winter averaging must be completed by June 1 following the data collection period and must be delivered to the Utility Customer Service Billing Department for review. If actual water loss can be calculated the consumption shall be adjusted accordingly. If not, the prior year average can be used, if available, at the discretion of the ~~u~~Utility billing Customer Service Administrator ~~official~~.

§ 13.07.007. Dispute of utility bill.

Any customer may dispute their utility bill. It is the customer's responsibility to advise the Utility Billing Customer Service Department that a bill is being disputed by written notice. This notice can be mailed or brought to the Utility Customer Service Billing Department in person during normal business hours.

(a) A payment equal to the customer's average (preceding 12-month) monthly usage at current rates must be made by the due date stated on the bill being disputed. Where no previous usage history exists, consumption for calculating the average monthly usage will be estimated on the basis of usage levels of similar customers under similar conditions as determined by the ~~utility~~ Utility billing Customer Service Administrator or designee ~~official~~.

(b) The payment must be received by the Utility Billing Customer Service Department prior to the date of proposed discontinuance for a customer to avoid discontinuance of service. Notwithstanding any other section of this article, a utility customer's service may not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of determination of the dispute. The customer is obligated to pay any billings not disputed.

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- (c) If the customer is registered for auto debit through their bank or credit card it is the responsibility of the customer to remove this payment authorization prior to the Utility ~~BillingCustomer Service~~ Department beginning their payment process which can be a few days prior to the due date. The Utility ~~BillingCustomer Service~~ Department shall not draft partial payments and shall only draft the full amount of the bill.
- (d) The written dispute notice will be reviewed by the ~~utilityUtility billingCustomer Service Administrator or designeeofficial~~ within ten ~~calendar~~ days of receipt ~~of such~~. The ~~utilityUtility billingCustomer Service Administratorofficial~~ will make ~~a~~ recommendation~~(s)~~ for settlement and present ~~itthem~~ to the ~~ExecutiveFinance~~ Director.
- (e) The ~~ExecutiveFinance~~ Director will make a determination within 20 ~~calendar~~ days of receiving the ~~utilityUtility billingCustomer Service Administrator's official's~~ recommendation~~(s)~~ and written notification will be sent to the customer within 30 ~~calendar~~ days of the original dispute notice.
- (f) If a customer does not agree with the decision, the customer has the right to appeal. The customer can do so by contacting the Town Manager directly. The Town Manager shall render a final, nonappealable decision.

~~§ 13.07.008. Senior affordability discount and penalty exemption.~~

- (a) Senior citizen account holders who qualify are entitled to receive a credit for storm drainage charges and the first 2,000 gallons of water included as part of the minimum bill for an indoor residential account. Eligibility requirements are as follows:
 - (1) Must be listed as the account holder on residential ~~only~~ property only.
 - (2) Must be age 65 or older.
 - (3) Must provide proof of age with a valid United States or state ID.
 - (4) Must not be receiving the senior affordability rate on any other town account.
 - (5) Must complete and sign the application.
- (b) Late payment penalties shall be waived for any account holder who qualifies and is entitled to such. An applicant must complete an application and present adequate proof that the customer is either: (1) at least age 65 and the recipient of ~~Ssocial Ssecurity~~ or other bona fide retirement benefits; or (2) totally disabled. The applicant must provide documentation, such as a letter from ~~Ssocial Ssecurity~~, ~~Vveterans Aaffairs~~, or any other governmental agency clearly declaring the account holder to be disabled. Bank statements, AARP membership card, Medicare card, document(s) with a ~~Ssocial Ssecurity~~ number, or similar documentation will not be accepted as proof.

~~(Ordinance 15-15, adopted 3/24/2015)~~

~~§ 13.07.009. Penalties or disconnections during a eoronavirus public health emergency or declaration of disaster; and creation of coronavirus disaster economic relief fund.~~

- (a) Late payment penalties and disconnections. Notwithstanding any provision in this article to the contrary, during ~~a the pendency of the coronavirus~~ public health emergency or disaster declared by the Governor of the State of Texas and/or the Mayor of the Town of Prosper, and effective May 1, 2021, the town

~~§ 13.07.009~~~~§ 13.07.009~~

shall charge late payment fees or penalties, and further, may terminate service to any utility customer (either residential or commercial) when an outstanding balance reaches an amount equal to two months' worth of monthly single-family residential utility billings in the previous (rolling) 12-month period. Monthly single-family residential utility billings shall be determined as follows: the ~~T~~town-wide average monthly billing amount for single-family residential water and wastewater services, plus the standard single-family residential garbage service fee and the standard single-family residential drainage fee, with all amounts as determined by the town in its sole discretion.

(b) ~~Coronavirus disaster~~ Economic relief fund in the event of a disaster.

- (1) Purpose. The town ~~may hereby~~ authorizes up to \$25,000.00 in reductions in monthly single-family residential utility billings for town residents who are eligible and qualify for such reductions pursuant to the terms of this section.
- (2) Determination of amount of monthly single-family residential utility billings eligible for reduction. Town utility account holders are eligible to receive up to two months' worth of monthly single-family residential utility billings reduction in any 12-month period. Monthly single-family residential utility billings shall be determined as follows: the town-wide average monthly billing amount for single-family residential water and wastewater services, plus the standard single-family residential garbage service fee and the standard single-family residential drainage fee, with all amounts as determined by the town in its sole discretion.
- (3) Determination of eligibility for reduction. The town may utilize a partner agency to assist in determining eligibility for any reduction, and the Town Manager is authorized to enter into an agreement or memorandum of understanding with such partner agency. The partner agency shall utilize objective criteria in determining eligibility for any reduction, but shall consider both financial hardship and the ability of a utility account holder to afford to pay all or part of ~~the account holder's his or her~~ monthly utility billing, utilizing such criteria as the partner agency determines to be appropriate under the circumstances, without regard to age, race, sex, marital status, disability, religious affiliation or any other legally protected status. Besides determining eligibility for any reduction, the partner agency shall promptly make a recommendation to the town of any proposed amount of such reduction, never to exceed the monthly amount determined in accordance with subsection (b)(2), above. The town may accept, deny or modify the recommendation from the partner agency. If accepted, the town shall credit the account holder the amount of any such reduction suggested by the partner agency and approved by the town.

~~(4) Expiration of fund. The coronavirus disaster economic relief fund shall expire on May 1, 2021, without further action by the town.~~

~~(Ordinance 2020-34, adopted 4/28/2020; Ordinance 2021-09, § 2, adopted 2/9/2021)~~



PARKS AND RECREATION

To: Mayor and Town Council

From: David Angeles, Director of Parks and Recreation

Through: Mario Canizare, Town Manager
Chuck Ewings, Assistant Town Manager

Re: Professional Services Agreement – Can Do Racquet Sports

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approval of a Professional Services Agreement with Can Do Racquet Sports for recreation program instructor services.

Description of Agenda Item:

As part of the programming objectives for the Recreation Division, different programs and classes are offered to the community throughout the year. For these programs to run successfully, Town staff hire instructors to teach the classes. Before entering into a contract with these professionals, different factors are taken into consideration. As part of the professional services agreement, the instructor agrees to retain a portion of the revenue, and the remainder of the revenue is retained by the Town. There are varying percentages used, based on the type of program and supplies either provided by the Town or the instructor.

Per the Town's joint use agreement with Prosper ISD, instructional tennis classes are hosted at either Reynolds, Rogers or Rushing tennis courts, at no cost to the Town. This agreement also granted the Town the right to charge third parties a reasonable fee for participation in recreational activities. The Town offers a tennis program for ages 5 through 14 and adults. These programs are run throughout the calendar year during the evening and Saturday mornings. Per this professional services agreement, the Town agrees to retain 30 percent of the total revenue collected during the registration process. The Town paid the instructor \$110,660.91 (70%) and retained the remaining \$47,426.13. (30%).

Budget Impact:

Town staff estimates the amount of revenue collected from program registrations to equal approximately \$153,343 in FY 2026-2027. Per the proposed agreement \$107,340 (70%) will be paid to Can Do Racquet Sports, leaving \$46,003 (30%) in net revenue for the Town. The \$107,340 expense will be funded from the Recreation Activities account 16063010-52800. The \$153,343 in total revenue will be applied to the Parks Program Fees account 16061010-42030.

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. Professional Services Agreement

Town Staff Recommendation:

Town Staff recommend approval of a Professional Services Agreement with Can Do Racquet Sports for recreation program instructor services.

Proposed Motion:

I move to approve a Professional Services Agreement with Can Do Racquet Sports for recreation program instructor services.



CONTRACT INSTRUCTOR AGREEMENT

Section 1: Name, Can Do Racquet Sports,

whose address is, 1010 Hampshire Ln city/state/zip Carrollton, TX 75007
(hereinafter referred to as "**Instructor**"), will provide the following classes to the Prosper Parks and Recreation Department.

Program Name: 1) Tennis

2) Pickleball

Spring 2027 Program Dates and Times : 3/22/27 - 5/31/27 - Times: 5:00p - 8:30p, (Mon-Fri)

3) 10:00a - 12:00p (Saturday mornings)

Program Description: Instruct kids and adults in tennis and in pickleball

Program Site: Rogers, Reynolds, Rushing, Lakewood

Section 2: The **Instructor** will perform all program classes in accordance with the following conditions:

- 1) The **Instructor** will be responsible for the instruction of all classes.
 - a) Instructor must arrive 15 minutes before class time.
 - b) Instructor is responsible for basic clean up.
 - c) Instructor must be present until every participant is picked up. Parent/Guardian **MUST** come to the door.
 - d) Instructor is responsible to store all materials on their own. If this is not possible, this must be communicated to PARD staff 48 hours before the beginning of the program.
 - e) All Instructors/Substitutes must subdue to a Town of Prosper background check 48 hours before program begins.
- 2) The Town agrees to pay the **Instructor** 70% of the program's revenue (an addendum will be attached if any variances). The Town will make payment to the **Instructor** after the programs ends and in a timely manner.
- 3) The **Instructor** understands that a multi-child discount will be made available during registration, not to exceed \$5 per additional child registered.
- 4) The Instructor will not discriminate against anyone on the basis of race, color, national origin, age, handicap, creed, religion, sex, ancestry, or place of birth in the provision of TITLE VII of the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and 1974. In addition, the **Instructor** will comply with all local, state and federal laws.
- 5) All lead **Instructors** and substitute instructors must be at least 18 years of age as required by Texas Law. **Assistant instructors** or helpers must be at least 16 years of age.

Section 3: The **Instructor** agrees to adhere to the rules and regulations of the Parks and Recreation Department and understands that the Town may cancel the *Contract Instructor Agreement* for any violation by the **Instructor** or in the best interest of the Town of Prosper as determined by the

Recreation Manager or designee. The **Instructor** shall abide by the Policies and Procedures set forth by the Parks and Recreation Department.

- Section 4:** This proposal is subject to the following special conditions: the number of students in each class and the fee for the class will be determined by the **Instructor**, subject to applicable review by Town Representative.
- Section 5:** The **Instructor** agrees to indemnify, defend and hold harmless, and hereby releases, the Town of Prosper, its representatives, employees and agents, from any and all claims, damages or causes of action arising from the performance or non-performance of this contract or related in any way thereto.
- Section 6:** The **Instructor** agrees to provide services for the period of commencing (dates/times per attachment).
- Section 7:** The **Instructor** understands that if this proposal is accepted by the Town, either party may terminate this agreement without cause by providing 30 days written notification to the other party, and neither party shall be required to continue its performance hereunder.
- Section 8:** Should **Instructor** breach this contract, the contract may be terminated by the Town immediately upon such breach by giving the **Instructor** three (3) days notice prior to the date of termination.
- Section 9:** Should this *Contract Instructor Agreement* be terminated under either section 7 or 8 of said contract, or by operation of the law, the termination shall not constitute a waiver or relinquishment of any claims or causes of action either party may have pertaining in any way said contracts while it was in effect.
- Section 10:** This agreement shall be governed by the laws of the State of Texas.
- Section 11:** Instructor or assistant will not be employed by the Town of Prosper and shall not be considered Town employees in the performance of this contract.

Reviewed By:

Town Representative

Date

Agreed By:



9/14/2026

Contract Instructor Signature

Date

1010 Hampshire Ln

Address

Carrollton

City

TX

State

75007

Zip

214 - 601 - 9316

Contact Phone #'s



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 ODRA MT4H Street Sweeper

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon the purchase of one (1) ODRA MT4H Mechanical Road Sweeper for the Public Works Department utilizing Sourcewell Contract Number 062425-ODRA totaling \$282,635.

Description of Agenda Item:

During the FY2027 budget process, Public Works requested for the purchase of a street sweeper within the Drainage Fund, which was approved as part of the adopted budget. As part of the discretionary package, Public Works staff identified the ODRA Mechanical Road Sweeper as the equipment that would best fit the Town's needs and the types of roadways and areas where it will primarily be used.

The Town has contracted street sweeping services for many years and will continue its existing contract with Sweeping Corporation of America. The contractor currently sweeps all of the Town's major thoroughfares every other month. Beginning in FY2027, sweeping along US 380 will increase to monthly service to help reduce the buildup of debris along the roadway. Once construction of the Dallas North Tollway is complete, staff will also evaluate increasing the frequency of regular street sweeping in both directions.

The addition of a Town-operated street sweeper will supplement the contracted sweeping program and provide staff with the ability to address areas between scheduled contractor sweeping cycles and respond to specific needs as they arise. Town staff will primarily sweep major and minor thoroughfares, collector roadways, roadways within the Old Town District, Town facilities and designated public areas, and specific locations where debris accumulation may impact stormwater infrastructure. Street sweeping, both in-house and contracted, supports the Town's drainage maintenance efforts by removing sediment, debris and other material from roadways before it enters the stormwater system. This is reported annually as part of the MS4 permit through the State.

Town staff will not routinely sweep roadways with posted speed limits greater than 45 mph due to the additional traffic control and safety measures required for those roadways. These higher-speed roadways will continue to be swept by the Town's contractor.

The Town of Prosper previously entered into an interlocal agreement with Sourcewell Contract Number 062425-ODRA. Participation in this cooperative purchasing program allows out local government to purchase goods and services through the cooperative programs, while satisfying all competitive bidding requirements.

Budget Impact:

The purchase of the ODRA Sweeper is included in the FY27 approved budget from the Storm Water Division-Public Works for a total of \$282,635.00 will be charged to 71050560-61450 (Capital Expenditures-Vehicles)

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. ODRA MT4H Mechanical Road Sweeper Quote
2. Street Sweeping Policy

Town Staff Recommendation:

Town Staff recommends approving the purchase of one (1) ODRA MT4H Mechanical Road Sweeper from ODRA Road Sweepers, utilizing Sourcewell Contract 062425-ODRA, totaling \$282,635.

Proposed Motion:

I move to approve the purchase of one (1) ODRA MT4H Mechanical Road Sweeper from ODRA Road Sweepers, utilizing Sourcewell Contract 062425-ODRA, totaling \$282,635.



t: 844-888-6372
e: info@odrasweeper.com
https://odrasweeper.com

Quotation Item 6.

ODRA, LLC
705 South 48th Street
Grand Forks, ND 58201

Sourcewell Contract #062425-ODRA

Date	Quote #
09-Sept-2026	3977

Name / Address
Luis Galvez Town of Prosper 601 W 5th St Prosper, TX 75078

Sourcewell Acct	P.O. No.	FOB
100478	Budgetary Only	Delivery, TX

Description	Qty	MSRP	Sourcewell Price
ODRA MT4H Mechanical Road Sweeper with a Tier 4-Final, 65HP auxiliary engine and 4yd ³ hopper, mounted on a non-CDL, 109" WB commercial truck chassis with standard rear-axle air ride suspension, 4-wheel disc brakes, and full LED chassis lighting. Sweeper is fully loaded with elevator squeegee, variable displacement, load-sensing hydraulics, dual, hydraulically driven side brooms, safety shut-down for low oil pressure, high coolant temperature, high hydraulic temperature, and low hydraulic level. Inside cab control for gutter broom pressure and tilt adjustments, and color monitor view of safety camera system, rear, right-side, Interior Hopper Infrared Camera and LED Light. Variable height up to 10-ft, side hopper discharge and 220-gallon spray water system, and more features. Sweeper is painted standard white. Left-side hopper discharge, ODRA MT4H Branding	1	\$315,020	278,035.00
Mounted on a non-CDL commercial 2027MY Isuzu NRR cabover truck chassis			
Including Enhancements: - Front LED Strobe Light Directly Behind Truck Cab, Visible from in Front of the Truck - Rear LED Strobe Light Curbside in addition to Standard Street-side mounted LED Strobe Light - Additional sweeper body lighting (blue color per request) - Pivot Drag Shoe Arms ILO Standard - Rear Mounted LED Lightbar - Elevator System Flush			
Delivery Charge, estimated for sweeper transport with drive out permit: FOB Prosper, TX	1		4,600.00
Any charges relating to taxes, registration and other fees are the responsibility of the customer and not included in this quotation. Customer takes responsibility for adherence to local and state laws for chassis, emissions, and registering the sweeper.			

Sweeper standard features include:
Aux-engine Kubota Tier 4 Final 65hp or equivalent
Non-CDL commercial truck chassis with standard rear-axle air ride suspension
Chassis 4-wheel disc brakes and complete LED lighting on chassis
Greaseless composite bushings with chromed shafts
833 L capacity Polyethylene water tank
Low engine oil pressure, high coolant temp, hyd oil level/temp shutdown
Side brooms, 915 mm and 1067 mm steel
Side brooms tilt adjusted, electrically, from inside cab
Main broom, 914mm dia., 1470 length prefab disposable
Single, one button sweeping operation
And more....

Camera system, rear and right-side view, in-cab color monitor
Elevator, heavy duty, 8-flight squeegee with rubber edging
Elevator raise automatic in reverse, elevator stall alarm
Drag shoes, heavy duty wear-resistant steel
Electric backup alarm
Rear mounted LED strobe light
Spray bars w/nozzle jets, front (5 tips), left/right side (3 tips), elevator (4 tips)
Spray system diaphragm water pump
Flood LED lights, mounted one per broom
PM10 Compliant (per S.C.A.Q.M.D rule 1186)

Referenced under Sourcewell
Contract # 062425-ODRA



Sourcewell Discounted:	USD 282,635.00
Sales Tax Total	USD 0.00
Total	USD 282,635.00

Street Sweeping Policy
Town of Prosper
Public Works Department

1. Purpose

The purpose of this policy is to establish guidelines for the Town's street sweeping program. Street sweeping is performed to maintain clean and safe roadways, reduce debris entering the stormwater system, support compliance with the applicable stormwater regulations, and preserve the appearance and condition of the Town's transportation system.

2. Scope

This policy applies to street sweeping activities performed by Public Works employees or contractors on Town-maintained streets and other paved areas for which the Town is responsible.

3. Service Priorities

Street sweeping will be scheduled based on roadway classification, environmental need, observed conditions and available resources.

Generally, sweeping priority will be given to:

- a) Major and minor thoroughfare roadways owned and maintained by the Town;
- b) Collector roadways;
- c) Old Town District;
- d) Locations where debris may impact stormwater infrastructure or roadway safety;
- e) Town facilities and other designated public areas

Public Works may modify scheduled routes or frequencies based on weather, construction activities, special events, emergency conditions, equipment availability or other operational needs.

4. Street Sweeping Operations

Street sweeping shall be performed in a manner that promotes employee and public safety while minimizing disruption to traffic and adjacent properties. Roadways with a posted speed limit above 45mph will only be handled by the Town's Contractor.

Operators shall follow established departmental procedures regarding equipment inspections, safe operation, traffic control, dust suppression, debris collection and disposal.

Sweeping operations may be postponed or discontinued when weather, roadway conditions, parked vehicles, construction activities or other obstructions prevent safe or effective sweeping.

5. Special and Emergency Sweeping

Public Works may perform additional sweeping outside of regularly scheduled routes, when necessary, due to:

- Storm events or flooding;
- Construction related sediment or debris;
- Traffic accidents or spills (dependent on debris);
- Special events;
- Excessive accumulation of leaves, sediment or other material;
- Stormwater or environmental concerns; or
- Other conditions determined by Public Works to warrant additional service.

When debris or sediment is attributable to a contractor, developer, utility, property owner or other responsible party, the Town may require the responsible party to remove the material in accordance with applicable Town requirements.

6. Debris Disposal

Material collected during street sweeping operations shall be transported, handled and disposed of in accordance with applicable local, state and federal requirements.

Materials suspected of containing hazardous substances or other regulated materials shall not be handled as routine street sweeping debris and shall be reported and managed in accordance with applicable Town procedures.

7. Documentation and Performance

Public Works shall maintain appropriate records of street sweeping activities. Records may include:

- Streets or lane miles swept;
- Sweeper operating hours;
- Amount of material collected;
- Routine problem locations;
- Equipment maintenance and downtime;
- Other information necessary for operation or regulatory reporting.

Street sweeping data should be periodically reviewed to evaluate route effectiveness, service frequency, equipment utilization, recurring problem areas, and opportunities to improve the program.

8. Responsibilities

The Public Works Department is responsible for administering the street sweeping program, establishing routes and schedules, maintaining appropriate equipment, training personnel, documenting activities and periodically evaluating program effectiveness.

Employees operating street sweeping equipment are responsible for complying with applicable safety requirements, departmental procedures, equipment requirements and assigned routes.

9. Policy Administration

The Director of Public Works or designee is authorized to establish procedures, schedules, routes, service levels and operational standards necessary to implement this policy.

This policy may be periodically reviewed and revised based on operational experience, regulatory requirements, changes to the roadway network, available recourse and the needs of the Town.



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: Authorize the Purchase of One (1) John Deere Mini Excavator

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of one (1) John Deere 50P mini excavator from RDO Equipment Co. for the Water Division of Public Works in the amount of \$120,636.61; and authorize the Town Manager to execute all documents for same.

Description of Agenda Item:

As part of the FY2026-2027 budget process, the Water Division of Public Works requested funding for the purchase of a mini-ex. This piece of equipment will improve the department's ability to respond efficiently to water main breaks, service line repairs and other routine infrastructure work, creating less disruption. The smaller footprint of the mini excavator will allow crews to work in tighter spaces and reducing the amount of disturbance to surrounding property which helps minimize restoration work and associated costs.

The purchase of the mini excavator is through a cooperative purchasing program which allows local governments to purchase goods and services from the cooperative's purchasing systems, while satisfying all competitive bidding requirements. The contract being utilized for this purchase is Sourcewell Contract #011723-JDC.

Budget Impact:

This is a budgeted expense as a FY26-27 Capital Expenditure – Equipment (70050520-61400).

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. John Deere Quote
2. Sourcewell Contract #011723-JDC

Town Staff Recommendation:

Town Staff recommend approving the purchase of one (1) John Deere mini excavator from RDO Equipment Co. for the Water Division of Public Works in the amount of \$120,636.61; and authorize the Town Manager to execute all documents for same.

Proposed Motion:

I move to authorize the purchase of one (1) John Deere mini excavator from RDO Equipment Co. for the Water Division of Public Works in the amount of \$120,636.61; and authorize the Town Manager to execute all documents for same.



JOHN DEERE

Retail Purchase Order

Item 7.

RDO Equipment Co.
2902 N Central Expy
McKinney TX, 75071
Phone: (214) 856-4899 - Fax:

Bill To:
TOWN OF PROSPER
250 W FIRST STREET
PO BOX 307
PROSPER, TX, 75078
Collin ()
(972) 346-2640

Purchase Order Date: 2/3/2026
Purchase Order #: 1988186
Purchaser Account #: 8880663

Customer Purchaser Type: Governmental - City/Town/Village
Customer Market Use: Underground - Sewer/Water
Location of First Working Use: PROSPER, TX, 75078
Dealer Account Number: 177423
Sales Professional: Emma Graves
Phone: 1 (214) 856-4928
Fax:
Email: egraves@rdoequipment.com

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2026 JOHN DEERE 50P	\$114,620.52
			PM Elite Final Tier 4 Cab - 2 - 3000 Hours	\$19,180.22
			Customer Discount SOURCEWELL CONTRACT #011723-JDC	(\$29,515.05)
			Warranty -John Deere Comprehensive-48 Months, 5000 Hours,Deductible: 0, Exp Date: 2/2/2030	\$2,651.00
1	TBD TBD	0	Attachment - New 2026 JOHN DEERE PIN KIT	\$131.08
1	TBD TBD	0	Attachment - New 2026 JOHN DEERE 50THUMB	\$2,601.88
1	TBD TBD	0	Attachment - New 2026 JOHN DEERE 50HD24	\$1,535.20
1	TBD TBD	0	Attachment - New 2026 WERK-BRAU 50CPLR	\$5,485.88
1	TBD TBD	0	Attachment - New 2026 WERK-BRAU 50RB18	\$3,945.88
Equipment Subtotal:				\$120,636.61

Purchase Order Totals

Balance: \$120,636.61
Total Taxable Amount: \$0.00
TX STATE TAX: \$0.00
TX CITY TAX: \$0.00
Sales Tax Total: \$0.00
Sub Total: \$120,636.61
Cash with Order: \$0.00
Balance Due: \$120,636.61

Legal Information

Item 7.

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above Product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims of a bankruptcy trustee or a buyer in the ordinary course of business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in "AS IS" condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2026 JOHN DEERE 50P	0180FF 50 P-Tier Compact Excavator 0202 Destination Code - United States 0259 English Customer Delivery Packet 0408 Configuration 8 - Cab, Rubber, Susp, Long Arm + EX C/W, Angle Blade
1	TBD	2026 JOHN DEERE PIN KIT	BYT12377 Pin Kit - Pin Grabber Coupler Attachments - 50/60
1	TBD	2026 JOHN DEERE 50THUMB	BYT13519 Thumb, 50 / 60 Size Pin Grabber Compact Excavator, w/ Selector Valve
1	TBD	2026 JOHN DEERE 50HD24	BYT11913 24 in. (610 mm) Heavy Duty, 5.2 c. ft. (0.15 c. m.); 50 Size Pin Grabber Coupler Bucket
1	TBD	2026 WERK-BRAU 50CPLR	HD055-45A-5083 D-LOCK HYDRAULIC COUPLER - JD50 DO NOT USE - USE HD060 INCLUDES BUCKET PINS (2) BP-45MM-UNIV-2 PIN DIAMETER: 45MM BASE WIDTH: 144MM PIN CENTER RANGE: 220-255MM BR19-JD0099 HYDRAULIC KIT W/ 3 BUTTON SWITCH
1	TBD	2026 WERK-BRAU 50RB18	EXVL181 18" V LINE FROST & STRATA ROCK BUCKET

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, COMPACT CONSTRUCTION (CCE) FORESTRY, AND UTILITY PRODUCTS – US & Canada

- **Construction & Forestry Products:** 12 months/unlimited hours (whichever occurs first) Full Machine Standard Warranty
- **Compact Construction Equipment (CCE) Products:** 24 months or 2000 hours (whichever occurs first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Pull-Type Scrapers:** 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURAL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructurALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
2. C-Frames on Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Slash Bundler Units.
4. Crawlers equipped with optional side booms.
5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Additional Labor Time - Above Dealer Labor Rate
6. Additional Cleaning - Above Dealer Labor Rate
7. Rental Fees
8. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage, vandalism, negligence, collision, or other accidents.
9. Premiums charged for Overtime Labor
10. Transportation to and from the dealership.
11. Travel time, mileage, or service calls by the dealer.
12. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
13. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers.
14. Torn, cut, or worn hoses.
15. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
16. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
17. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
18. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
19. Parts supplied by or repairs, maintenance or modifications performed by someone other than an authorized John Deere dealer, including any damage caused by such use of parts, repairs, maintenance, or modifications not performed by an authorized John Deere dealer.
20. Topping off fluids when fluid levels fall in the range between low and full
21. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
22. Attachments installed aftermarket – i.e., Winch not installed at factory.
23. Custom options installed outside the factory – i.e., G.R. Manufacturing option packages.
24. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. The product is modified or altered in ways not approved by John Deere; or
2. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
3. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

John Deere

Heavy construction equipment

#011723-JDC

Maturity Date: 4/14/2028

Website: deere.com/state-and-local-purchasing 

Products & Services

Products & Services

Sourcewell contract 011723-JDC gives access to the following types of goods and services:

- Construction equipment
- Compact construction equipment

Locate your local dealer or representative 

(nongovernment site)

Additional information can be found on the vendor-provided, nongovernmental website at:
deere.com/state-and-local-purchasing 

Need help getting a quote?

Our Sourcewell team can help you through the quoting process, answer contract questions, and clarify next steps.

Get help with a quote

Call 877-585-9706

Register for an account

Simply complete the online application, contact our dedicated team, or call 877-585-9706.

Search Suppliers & Contracts

General Contracts

IDIQ Contracts

Sourcewell's website may contain links to nongovernment websites being provided as a convenience and for informational purposes only. Sourcewell neither endorses nor guarantees, in any way, the external organization's services, advice, or products included in these website links. Sourcewell bears no responsibility for the accuracy, legality, or timeliness of any content on the external site or for that of subsequent links. All questions related to content on external sites should be addressed directly to the host of that particular website.



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[Compliance & Legal](#)
[Contact](#)
[News](#)

Item 7.

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[Accessibility](#)

Sourcewell is a local unit of government under Minnesota state statute, and competitively solicits and awards contracts. Purchasing agencies are responsible for performing due diligence and ensuring compliance with applicable federal, state, and local laws, as well as specific funding requirements, in consultation with legal counsel.

[All Solutions →](#)

[Minnesota-Only Solutions →](#)

[Supplier Resources →](#)



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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: Authorize the Purchase of One (1) Standard LX gas Valve Maintenance Trailer.

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon authorizing the Town Manager to approve the purchase of one (1) Standard LX Gas Valve Maintenance Trailer from Wachs Utility Products for the Water Division of Public Works in the amount of \$95,857.50 and authorize the Town Manager to execute all documents for same.

Description of Agenda Item:

As part of the FY2026–2027 budget process, the Water Division of Public Works requested funding for the purchase of a Standard LX Gas Valve Maintenance Trailer. This specialized equipment will enhance the department's ability to proactively maintain water valves and keep them in good operating condition, allowing staff to respond more efficiently to water main breaks, service line repairs, and other routine water infrastructure needs while minimizing disruptions to the surrounding area.

The trailer will provide the Water Division with the necessary tools and equipment to perform preventative maintenance and emergency repairs more effectively. This investment will improve operational efficiency, help extend the service life of critical water system components, and reduce the time and overall impact associated with water system maintenance and emergency response.

The purchase of the Standard LX Gas Valve Maintenance Trailer is through a cooperative purchasing program which allows local governments to purchase goods and services from the cooperative's purchasing systems, while satisfying all competitive bidding requirements. The contract being utilized for this purchase is Buy Board #788-25.

Budget Impact:

This is a budgeted expense as a FY26-27 Capital Expenditure – Equipment (70050520-61400).

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. Wachs Utility Products Quote
2. Buy Board Contract #788-25

Town Staff Recommendation:

Town Staff recommend the Town Council authorize the purchase of one (1) Standard LX Gas Valve Maintenance Trailer from Wachs Utility Products for the Water Division of Public Works in the amount of \$95,857.50 and authorize the Town Manager to execute all documents for same.

Proposed Motion:

I move to authorize the purchase of one (1) Standard LX Gas Valve Maintenance Trailer from Wachs Utility Products for the Water Division of Public Works in the amount of \$95,857.50 and authorize the Town Manager to execute all documents for same.



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

Item 8.

Quotation

Page 1 of 1

TO: **James Rodriguez**
Water/ Wastewater Superintendent
Town of Prosper
601 W Fifth Street
Prosper, TX 75078

Date: 9/9/2026
Quotation Number: JB252957
Payment Terms: Net 30 Days
Shipping Terms: FCA Origin
Valid Through: 12/9/2026
Estimated Ship Date: 8 Weeks ARO
Reference: BuyBoard #788-25

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-36 Standard LX (Gas) – VMT (RH): Single turner valve maintenance trailer; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger and 24" (61cm) X 18" (46cm) x 18" (46cm) aluminum job box.	1	EA	95,250.00	3.0%	92,392.50
Subtotal						92,392.50
Motor Freight						3,465.00
Total (USD)						\$95,857.50

Thank you for the opportunity to quote your application needs. If you have any questions or if I may be of any further assistance to you please do not hesitate to notify me.

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your order.

Jeffrey Brehm
Sales Manager
512-348-0171
jeffrey.brehm@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

See additional tariff related Terms and Conditions at ehwachs.com.



Vendor Contract Information Summary

Item 8.

Vendor	Illinois Tool Works dba E.H. Wachs
Contact	Ken Redding
Phone	847-687-8705
Email	kredding@ehwachs.com
Vendor Website	www.turnvalves.com
TIN	36-1258310
Address Line 1	600 Knightsbridge Parkway
Vendor City	Lincolnshire
Vendor Zip	60069
Vendor State	IL
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Construction, Road and Bridge, and Other Related Equipment
Contract No.	788-25
Effective	12/01/2025
Expiration	11/30/2028
Accepts RFQs	Yes
Return Policy	Returns are subject to a 15% restocking fee



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: Authorize the Purchase of One (1) Hydra-Stop Insertion Valve Tapping Machine and Valves

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon the purchase of one (1) Hydra-Stop Insertion Valve Tapping Machine and valves for the Water Division of Public Works in the amount of \$162,060 and authorize the Town Manager to execute all documents for same.

Description of Agenda Item:

As part of the FY2026-2027 budget process, the Water Division of Public Works requested funding for the purchase of a Hydra-stop insertion valve tapping machine. This piece of equipment will allow staff to install valves on active water mains in areas where isolation valves are currently absent or where existing valves require replacement. It will also allow for Staff to install these valves without shutting down the main line which leads to fewer disruptions in water service to residents during routine maintenance or main breaks.

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. Hydra-Stop is the sole designer and manufacturer of the Hydra-Stop System.

Budget Impact:

This is a budgeted expense as a FY26-27 Capital Expenditure – Equipment (70050520-61400).

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. Hydra-Stop Quote
2. Sole Source Letter

Town Staff Recommendation:

Town Staff recommend approving the purchase of one (1) Hydra-Stop Insertion Valve Tapping Machine and valves for the Water Division of Public Works in the amount of \$162,060 and authorize the Town Manager to execute all documents for same.

Proposed Motion:

I move to approve the purchase of one (1) Hydra-Stop Insertion Valve Tapping Machine and valves for the Water Division of Public Works in the amount of \$162,060 and authorize the Town Manager to execute all documents for same.

Hydra-Stop LLC Order Confirmation

Item 9.

FACSIMILE TRANSMITTAL SHEET

URGENT

FOR REVIEW

PLEASE COMMENT

PLEASE REPLY

PLEASE RECYCLE

NOTES/COMMENTS:

SALES ORDER ACKNOWLEDGEMENT

I would like to take this opportunity to thank you for your recent purchase of Hydra-Stop Products. Hydra-Stop is committed to providing our customers quality customer service, equipment and fittings.

Attached you will find your Sales Order Acknowledgement which is being sent to confirm your order with Hydra-Stop. Please take a moment to review your Sales Order Acknowledgement and confirm that all of the order details are correct. **(Product, PO Number, Shipping Address, and Special Shipping Instructions if applicable)**

If there are any corrections, revisions or special shipping instructions please note them on your Sales Order Acknowledgement and immediately fax back to **708-389-5125**. If there are no corrections or revisions Hydra-Stop will process your order based on the information provided on the attached sales order acknowledgement upon receiving a signed sales order acknowledgement back.

If you have any questions you can contact Hydra-Stop at 800-538-7867.

Thank you for your business.

**FAX SIGNED ORDER CONFIRMATION TO 708-389-5125
ORDER WILL NOT BE PROCESSED UNTIL WE RECEIVE A SIGNED SALES
ORDER ACKNOWLEDGEMENT**

Page 76



► FROM PENTAIR

144 Tower Drive | Burr Ridge, IL 60527
Phone: (708)389-5111

SALES ORDER ACKNOWLEDGMENT: HSPQ3075 Item 9.

DATE: 09-09-2026

Customer ID:

Bill To

Town of Prosper, TX

James Rodriguez
601 West 5th Street
Prosper, TX 75078
United States

Phone 972-569-1058

Fax

Ship To

Town of Prosper, TX

James Rodriguez
601 West 5th Street
Prosper, TX 75078
United States

Phone 972-569-1058

Fax

Sales Representative	Created By	Tax Exempt	Terms	Type of Business
Holt Henderson	Dan Spratt	No	TBD	FB
Incoterms	Freight	Lead Time	Client Request Date	Industry
Ex-Works	Prepay & Add	5 Weeks ARO		Municipality

Line	Part Number	Description	Qty	Unit Price	Ext. Price
1	3-TAPMACH-OSY-250	Tapping Machine Unit, OS&Y, 250 PSI	1	\$10,163.00	\$10,163.00
2	3-TMMDRVHYD-412	4-12 Hyd Motor Restraint Assembly	1	\$10,199.00	\$10,199.00
3	3-TOOLKIT-412	4-12 Installation Equipment Tool Kit	1	\$1,312.00	\$1,312.00
4	3-480IV-250	4-8 IV Base Equipment Unit, 250PSI	1	\$30,135.00	\$30,135.00
5	3-112IV-250	10-12 IV Add-On Equipment	1	\$43,814.00	\$43,814.00
6	3-HYDPOWERPACK-01	HYD POWER PACK UNIT 13 HP, 9 GPM, MR@1800 PSI, WITH HOSES AND QUICK CONNECTS	1	\$8,687.00	\$8,687.00
7	TRAINING	EQUIPMENT TRAINING	1	\$6,100.00	\$6,100.00
8	25690250-CS-N	6", 6.90, 6.75 - 7.05, IV 250 Body, CS FLG, 304HW, Non-AIS	10	\$3,145.00	\$31,450.00
9	25CARTLH06-250	6" Open Left Cartridge, IV250	10	\$2,020.00	\$20,200.00

TAXES AND FREIGHT ARE NOT INCLUDED IN THIS QUOTATION.
-SCHEDULING OF TRAINING AT TIME ORDER IS PLACED.
-CANCELLATION OF TRAINING IS SUBJECT TO \$1,000.00 FEE
-THIS PROPOSAL IS SUBJECT TO PASSING THROUGH ANY LEVIED TARIFFS.

Grand Total	\$162,06	Item 9.
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THE SALE OF PRODUCT(S) OR SERVICES PROVIDED BY HYDRA-STOP SHALL BE GOVERNED BY THE THEN CURRENT TERMS AND CONDITIONS OF SALE FOUND AT https://www.hydra-stop.com/wp-content/uploads/Terms.and_Conditions.102219-1.pdf. PRICING IS GOOD FOR 30 DAYS FROM THE QUOTATION DATE. HYDRA-STOP'S SALE OF PRODUCTS TO OR TO PROVIDE SERVICES TO YOU ("CUSTOMER") IS EXPRESSLY LIMITED. ADDITIONAL OR AGREEMENT TO CONTRARY IS PROVIDED BY HYDRA-STOP.

Authorizing Signature:

I have read the quotation and agree to purchase the items outlined therein. To confirm this sales order, provide the following information and email to Dan Spratt at daniel.spratt@pentair.com.

Signature: _____

P.O Number:

Print Name: _____

Date: _____

September 9, 2026

Town of Prosper
601 West 5th Street
Prosper, TX 75078

Dear James Rodriguez:

Hydra-Stop is the sole designer and manufacturer of the Hydra-Stop System. The Hydra-Stop System is an under-pressure pipe maintenance and repair system engineered to allow the repair and maintenance of water, wastewater and other fluid systems without interrupting service or requiring system shutdown.

The Hydra-Stop System allows any of its four standalone machines to expand capability and function using interchangeable components and expansion kits: Hydra-Tapper 4"-12" pressure tapping, Hydra-Stopper 4"-12" line stopping, Insta-Valve 250® 4"-12" valve insertion. Covered by United States Patent No. 9,829,141,B2 and United States Patent No. 9,644,779,B2 and IVP 250® 16" valve insertion (Patent 8627843,B2). All design and invention rights are reserved. Additional Patents Pending.

Hydra-Stop Fittings, Insta-Valve 250® insertion valves and IVP 250® insertion valves are engineered specifically to be used with the Hydra-Stop System and are an integral component of the Hydra-Stop System.

If you require any additional information or documentation, please do not hesitate to contact me.

Sincerely,



Dan Spratt
Inside Sales Representative
Hydra-Stop



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: Wastewater Odor Control

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: 4. Provide Excellent Municipal Services

Agenda Item:

Consider and act upon an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology for the Town's wastewater system, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider.

Description of Agenda Item:

For approximately six years, staff have been treating wastewater that flows to North Texas Municipal Water District (NTMWD) to control odor complaints along Wilson Creek. Due to the continuous need and the estimated annual expenditure, staff is requesting to establish an annual fixed-price agreement for the purchase of HI-Mag pH, a Hydrogen Sulfide Odor Control Technology, in order to create a more efficient ordering process and the guaranteed unit prices for an extended period of time. Helix Laboratories is the sole supplier of HI-Mag pH and has provided a guaranteed price list for products effective through September 30, 2027. Orders will be placed on an as-needed basis only, at the guaranteed price.

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.

Budget Impact:

The estimated annual expenditure is \$260,104 and will be funded from account 70050530-53600.

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. Price Agreement
2. Sole Source Letter

Town Staff Recommendation:

Town Staff recommend approving the annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider.

Proposed Motion:

I move to approve an annual fixed-price agreement for the purchase of Hydrogen Sulfide Odor Control Technology, at the unit prices guaranteed, from Helix Laboratories, Inc., a sole source provider.



Odor and Grease Control Experts

October 2, 2026

James Schaftenaar
 Water & Wastewater Supervisor
 Town of Prosper, TX
 601 W. Fifth Street
 Prosper, TX 75078

RE: FY27 Pricing

Thank you for the opportunity to propose our Helix's **HI-Mag pH** Hydrogen Sulfide Odor Control technology for fiscal year 2027, to the Town of Prosper. Since the beginning of 2020, Helix has valued our relationship with the Town of Prosper and we look forward to that continued quality service in FY 2027, as well as many more years to come. Our service and product quality are superior in the industry and have achieved a higher level with ongoing production from the facility located in Lufkin Texas. The Lufkin plant will continue to provide the **HI-Mag pH** magnesium hydroxide in bulk loads with minimal lead times.

HI-MAG pH is a proprietary, concentrated aqueous suspension of magnesium hydroxide (hydrated lime of magnesia) produced from calcined, high purity, natural magnesite. This product is manufactured in Lufkin, TX as well as other strategical locations using a proprietary blend of dispersants that result in optimum storage stability and reactivity.

HI-MAG pH provides a highly reactive source of magnesium hydroxide ($Mg(OH)_2$) for use in water treatment, and wastewater treatment applications. **HI-MAG pH** offers a safe, non-hazardous means of effective acid neutralization, coagulation, H_2S and heavy metals removal in wastewater and process streams.

HI-Mag pH Chemical Composition

<u>Magnesium Hydroxide</u>	<u>>95.8%</u>
<u>Calcium Hydroxide</u>	<u>> 1.6%</u>
<u>Ferric Oxide</u>	<u>> 1.09%</u>
<u>Manganese Oxide</u>	<u>> .09%</u>
<u>Silica</u>	<u>> 1.09%</u>

Your Pricing is as follows:

Item Code	Qty	Description	\$/Gal.	FY2027 Total
Bulk Load	48,800 Gallons for FY27, this is based on 120gpd plus an additional 5,000 gallons safety factor.	Helix HI-Mag pH	\$5.33 Delivered (See Note Below)	\$260,104.00 Prosper will be billed based on the weight of delivery.

Helix appreciates the business relationship we have with The Town of Prosper and is looking forward to continuing service through FY27 and beyond.

Best Regards,

Eric Stone
 VP of Odor & Corrosion Solutions
 5050 Quorum Dr. STE 700
 Dallas, TX 75254
 estone@helixlabs.com
 817-876-1714
 www.helixlabs.com





October 2nd, 2026

James Schaftenaar
Water & Wastewater Supervisor
Town of Prosper, TX
601 W. Fifth Street
Prosper, TX 75078

Dear James

This letter is confirmation that Helix Laboratories is the sole supplier of HI-MAG pH for controlling Hydrogen Sulfide in wastewater systems.

Please let me know if you need further information.

Best regards,

Eric Stone
Helix Laboratories Inc. www.helixlabs.com



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 three (3) trucks for the Public Works Departments

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of one (1) Chevrolet 2500HD with a Utility Bed and two (2) Chevrolet Silverado 1500 4WD Crew Cab trucks for the Public Works Department from Caldwell Country Chevrolet II, LLC utilizing the Buy Board Contract Number 724-23 in the amount of \$158,723 and authorizing the Town Manager to execute documents for same.

Description of Agenda Item:

As part of the FY2027 budget process, three discretionary packages were approved for a Utility Maintenance Supervisor – Meters, Crew Leader – Meters, and SCADA Operator. Each position included a vehicle as part of the approved discretionary package. The Utility Maintenance Supervisor and SCADA Operator packages each budgeted \$50,003 for a truck and the Crew Leader package budgeted \$72,577.

The Water Meter Division currently consists of one crew leader and four-meter technicians. With the addition of the FY2027 positions, the division will consist of one Utility Maintenance Supervisor, two crew leaders, and four-meter technicians. These positions will provide additional supervision and field support as the division's workload continues to increase. Over the past six years, more than 5,000 meters have been added to the water system without an increase in staffing. In addition, the Town implemented an annual meter change-out program in FY2025 to proactively replace aging meters throughout the system.

The approved discretionary package for the Utility Maintenance Supervisor – Meters included a crew cab truck, while the Crew Leader – Meters package included a truck with a utility bed truck. The utility bed will provide the Crew Leader with the storage and equipment capacity needed to support meter maintenance, repairs, and the annual meter change-out program.

The approved discretionary package for the SCADA Operator also included a truck to support field activities associated with the operation, inspection, and maintenance of the Town's water and wastewater SCADA system.

Staff did receive additional quotes on this vehicle. The quote from Caldwell Country Chevrolet II, LLC was the lowest cost for best value vehicle. The two Chevrolet Silverado 1500 4WD Crew Cab trucks are \$47,759 per truck and the one Chevrolet 2500HD with a utility bed is \$63,205.00. Each of these trucks are below the budgeted amounts.

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

Budget Impact:

This purchase was approved as part of a discretionary package budgeted for in the FY26-27 Budget as a capital expenditure for the Public Works Department (Capital Expenditures – Vehicles – 70050520-61450) and is under the amount that was budgeted.

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. Chevrolet 2500HD Quote for Crew Leader – Meter
2. Chevrolet 1500 4WD Quote for Utility Maintenance Supervisor & SCADA Operator
3. Buy Board Contract

Town Staff Recommendation:

Town Staff recommend the Town Council recommends approving the purchase of one (1) Chevrolet 2500HD with a Utility Bed and two (2) Chevrolet Silverado 1500 4WD Crew Cab trucks for the Public Works Department from Caldwell Country Chevrolet II, LLC utilizing the Buy Board Contract Number 724-23 in the amount of \$158,723 and authorizing the Town Manager to execute documents for same.

Proposed Motion:

I move to approve the purchase of one (1) Chevrolet 2500HD with a Utility Bed and two (2) Chevrolet Silverado 1500 4WD Crew Cab trucks for the Public Works Department from Caldwell Country Chevrolet II, LLC utilizing the Buy Board Contract Number 724-23 in the amount of \$158,723 and authorizing the Town Manager to execute documents for same.

CALDWELL COUNTRY CHEVROLET II LLC

800 HWY 21 E CALDWELL, TEXAS 77836

Buy Board 724-23

Item 11.

End User:	CITY OF PROSPER	Caldwell Rep:	Duckki Yoon
Contact:	Mallory Dixon	Phone:	469-990-7708
Phone/Email:	mdixon@prospertx.gov / 4303736411	Date:	09/30/2026
Product Desc.:	2027 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck	Email:	dyoon@usaautomotivepartners.com

A. Bid Series:	15 CHEVROLET 2500HD PICKUP	A. Base Price:	\$46,650.00
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B. Published Options [Itemize each below]

Quote Number: QUO-07288-F5T3R2 Rev 1

Code	Model Vehicle	
CK20903	2027 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck	
Code	Options	Bid Price
AZ3	Seats, front 40/20/40 split-bench	\$0.00
SFW	Back-up alarm calibration	\$0.00
VK3	License plate kit, front	\$0.00
GAZ	Summit White	\$0.00
JGB	GVWR, 10,250 lbs. (4649 kg)	\$0.00
MKM	Transmission, 10-Speed automatic	\$0.00
QHJ	Tires, LT245/75R17E all-season, blackwall	\$0.00
ZW9	Pickup bed, delete	\$0.00
5N5	Rear Camera Kit	\$0.00
9J4	Bumper, rear, delete	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00
L8T	Engine, 6.6L V8	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GT4	Rear axle, 3.73 ratio	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	\$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	\$0.00
1WT	Work Truck Preferred Equipment Group	\$0.00
9L7	Upfitter switch kit, (5)	\$0.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	\$0.00
	Capped Fuel Fill	\$0.00
Total of B. Published Options		\$0.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price
Total of C. Unpublished Options	\$0.00

D. Registration & Title Paperwork:	\$0.00
E. Upfitter/Quote Number: READING TRUCK OSB01210	\$15,528.00
F. Delivery ETA: 90-120 Days Approx + Upfit Lead Time	
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$0.00
H. Lot Insurance (for in-stock and/or equipped vehicles):	\$0.00
I. Contract Price Adjustment:	\$0.00
J. Additional Delivery Charge (209 miles):	\$

CALDWELL COUNTRY CHEVROLET II LLC

800 HWY 21 E CALDWELL, TEXAS 77836

Buy Board 724-23

Item 11.

K. Subtotal:	\$62,805.00
L. Quantity Ordered 1 x K =	\$62,805.00
M. Trade in:	\$0.00
N. Coop Fee per purchase order:	\$400.00
O. Total purchase price with Co-Op Fee:	\$63,205.00

IMPORTANT NOTES

- We sincerely appreciate your business. To ensure prompt processing, please submit all purchase orders to fleetcentral@usaautomotivepartners.com.
- Order acceptance will be confirmed once vehicle availability has been verified or the manufacturer has accepted the factory order.
- Estimated lead times are provided based on current information and may be adjusted due to manufacturer or supply conditions.

CALDWELL COUNTRY CHEVROLET II LLC

800 HWY 21 E CALDWELL, TEXAS 77836

Buy Board 724-23

Item 11.

End User:	CITY OF PROSPER	Caldwell Rep:	Duckki Yoon
Contact:	Mallory Dixon	Phone:	469-990-7708
Phone/Email:	mdixon@prospertx.gov / 4303736411	Date:	09/30/2026
Product Desc.:	2027 Chevrolet Silverado 1500 (CK15543) 4WD Short Bed Crew Cab Work Truck	Email:	dyoon@usaautomotivepartners.com

A. Bid Series:	14 CHEVROLET 1500 CREW CAB	A. Base Price:	\$43,315.00
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B. Published Options [Itemize each below]

Quote Number: QUO-07286-Q5P4V4 Rev 1

Code	Model Vehicle	
CK15543	2027 Chevrolet Silverado 1500 (CK15543) 4WD Short Bed Crew Cab Work Truck	
Code	Options	Bid Price
1WT	Work Truck Preferred Equipment Group	\$0.00
C5Y	GVWR, 7100 lbs. (3221 kg)	\$0.00
EKV	Jet Black, Cloth seat trim	\$0.00
MQC	Transmission, 10-speed automatic	\$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel	\$0.00
FE9	Emissions, Federal requirements	\$0.00
VK3	License plate kit, front	\$0.00
	Option/package discount	\$0.00
GU6	Rear axle, 3.42 ratio	\$0.00
L4B	Engine, TurboMax	\$0.00
XCQ	Tire, spare 265/70R17SL all-season, blackwall	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00
GAZ	Summit White	\$0.00
QBN	Tires, 255/70R17 all-season, blackwall	\$0.00
Total of B. Published Options		\$0.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price
Total of C. Unpublished Options	\$0.00

D. Registration & Title Paperwork:	\$0.00
E. Upfitter/Quote Number: READING TRUCK OSB01209	\$3,417.00
F. Delivery ETA: 90-120 Days Approx + Upfit Lead Time	
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$0.00
H. Lot Insurance (for in-stock and/or equipped vehicles):	\$0.00
I. Contract Price Adjustment:	\$0.00
J. Additional Delivery Charge (209 miles):	\$627.00
K. Subtotal:	\$47,359.00
L. Quantity Ordered 1 x K =	\$47,359.00
M. Trade in:	\$0.00
N. Coop Fee per purchase order:	\$400.00
O. Total purchase price with Co-Op Fee:	\$47,759.00



Vendor Contract Information Summary

Item 11.

Vendor	Caldwell Country Chevrolet II LLC
Contact	AVERYT KNAPP
Phone	979-567-1500
Email	averyt@caldwellcountry.com
Vendor Website	www.caldwellcountrychevrolet.com
TIN	87-3266036
Address Line 1	800 E Highway 21
Vendor City	Caldwell
Vendor Zip	77836
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	NET 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Vehicles, Police Motorcycles, Parts, and Maintenance Repair Services
Contract No.	724-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a \$400 service fee



INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

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

Re: Annual Cloud Email Security & Backup Platform Renewal

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the annual renewal of the Town's cloud email security platform, through SHI Government Solutions, Inc., utilizing the Texas Department of Information Resources (DIR) Purchasing Contract, for \$57,024; and authorizing the Town Manager to execute all documents for same.

Description of Agenda Item:

The cloud email security platform provides security, data protection, compliance, and cybersecurity awareness services for the Town's email and Microsoft 365 environment. It provides email filtering and protection, Microsoft 365 and Entra ID backup, phishing simulation, user security awareness training, and email archiving services.

These services provide protection for the Town's Microsoft 365 environment, including protection against malicious and unwanted email, backup and recovery of cloud-based data, employee cybersecurity awareness testing and training, and retention and archiving of email records.

This item renews the Town's existing services for an additional one-year term from October 12, 2026, through October 11, 2027. The renewal will be procured through SHI Government Solutions, Inc., utilizing Texas Department of Information Resources Contract DIR-CPO-[redacted].

Budget Impact:

The annual renewal cost is \$57,024 and will be funded from the Information Technology Department's FY 2026-2027 approved operating budget.

Attached Documents:

1. SHI Renewal Quote

Town Staff Recommendation:

Town Staff recommend the Town Council approve the annual renewal of the Town's cloud email security platform, through SHI Government Solutions, Inc., utilizing the Texas Department of Information Resources (DIR) Purchasing Contract, for \$57,024; and authorizing the Town Manager to execute all documents for same.

Proposed Motion:

I move to approve the annual renewal of the Town's cloud email security platform, through SHI Government Solutions, Inc., utilizing the Texas Department of Information Resources (DIR) Purchasing Contract, for \$57,024; and authorizing the Town Manager to execute all documents for same.



Pricing Proposal
Quotation #: 28008130
Created On: 9/23/2026
Valid Until: 10/20/2026

TX-Town of Prosper

Leigh Johnson

250 W. 1st Street
3rd Floor
Prosper, Texas 75078
United States
Phone: (972) 569-1150
Email: ljohnson@prospertx.gov

Shivan

Phone:
Email: shivan@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	EMAIL PROTECTION, PLAN, PER USER, 1 MONTH - Part#: Contract Name: COTS/Related Services Contract #: DIR-CPO- Coverage Term: 10/12/2026 - 10/11/2027	6480	\$7.80	\$50,544.00
2	Entra ID Backup - Subscription license (1 month) - 1 user - hosted - Part#: Contract Name: COTS/Related Services Contract #: DIR-CPO- Coverage Term: 10/12/2026 - 10/11/2027	6480	\$1.00	\$6,480.00
Subtotal				\$57,024.00
Shipping				\$0.00
Total				\$57,024.00

Additional Comments

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Item 12.



INFORMATION TECHNOLOGY

To: Mayor and Town Council

From: Leigh Johnson, Director of Information Technology

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

Re: Annual Virtual Server Cluster License Renewal

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the annual license renewal of the Town's virtual server cluster platform, through SHI Government Solutions, Inc., utilizing a Texas Department of Information Resources (DIR) Purchasing Contract, for \$68,952; and authorizing the Town Manager to execute all documents for same.

Description of Agenda Item:

The Town operates two virtual server clusters that provide the storage and computing resources necessary to operate the Town's on-premise critical software systems. These systems include computer aided dispatch and records management (CAD/RMS), the Town's document archival platform, geographic information system (GIS) servers, and other critical applications used throughout Town operations.

The hardware licensing, software licensing, and support for the virtual server platform require annual renewal for continued operation and support of the environment. This item renews the software licensing and production support associated with the two clusters for the period of November 1, 2026, through October 31, 2027.

The renewal will be purchased through SHI Government Solutions, Inc., utilizing Texas Department of Information Resources Contract DIR-CPO-[redacted].

Budget Impact:

The total annual renewal cost is \$68,952 and will be funded from the Information Technology Department's FY 2026-2027 approved operating budget.

Attached Documents:

1. SHI Renewal Quote

Town Staff Recommendation:

Town Staff recommend approving the annual license renewal of the Town's virtual server cluster platform, through SHI Government Solutions, Inc., utilizing a Texas Department of Information Resources (DIR) Purchasing Contract, for \$68,952; and authorizing the Town Manager to execute documents for same.

Proposed Motion:

I move to approve the annual license renewal of the Town's virtual server cluster platform, through SHI Government Solutions, Inc., utilizing a Texas Department of Information Resources (DIR) Purchasing Contract, for \$68,952; and authorizing the Town Manager to execute documents for same.



Pricing Proposal
Quotation #: 27928057
Created On: 9/1/2026
Valid Until: 10/30/2026

TX-Town of Prosper

Leigh Johnson

250 W. 1st Street
3rd Floor
Prosper, Texas 75078
United States
Phone: (972) 569-1150
Email: ljohnson@prospertx.gov

Shivan

Phone:
Email: shivan@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Subscription Renewal, [REDACTED] Software License & Production Software Support Service for 1 TiB of data stored, 1 Year [REDACTED] - Part#: [REDACTED] Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-[REDACTED] Serial #: [REDACTED] Coverage Term: 11/1/2026 - 10/31/2027	12	\$465.50	\$5,586.00
2	Subscription Renewal, [REDACTED] Software License & Production Software Support Service for 1 CPU Core - 1 Year Term [REDACTED] - Part#: [REDACTED] Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-[REDACTED] Serial #: [REDACTED] Coverage Term: 11/1/2026 - 10/31/2027	16	\$524.10	\$8,385.60
3	Subscription Renewal, [REDACTED] Software License & Production Software Support Service for 1 CPU Core - 1 Year Term [REDACTED] - Part#: [REDACTED] Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-[REDACTED] Serial #: [REDACTED] Coverage Term: 11/1/2026 - 10/31/2027	48	\$524.10	\$25,156.80
4	Subscription Renewal, [REDACTED] Software License & Production Software Support Service for 1 CPU Core - 1 Year Term [REDACTED] - Part#: [REDACTED] Contract Name: COTS (Carahsoft) Contract #: DIR-CPO-[REDACTED]	64	\$465.99	\$29,823.36

Subtotal	\$68,951.76
Shipping	\$0.00
Total	\$68,951.76

Additional Comments

All orders for [REDACTED] products are binding and final, and no returns, cancellations, exchanges, refunds or assignment requests will be accepted.

Due to ongoing global component shortages affecting memory, storage, and other critical hardware, OEMs have implemented updated policies allowing for price adjustments up until the time of shipment. Accordingly, quoted prices and lead times are subject to change prior to shipment. We remain committed to keeping you informed of any changes and will communicate promptly as updates occur.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingam, Fire Chief

Through: Mario Canizares, Town Manager

Re: Bound Tree Medical Supplies

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Midlothian contract in an amount not to exceed \$125,000.

Description of Agenda Item:

This purchase will provide a blanket PO for the purchase of pharmaceuticals and emergency medical supplies for patients with medical emergencies and injuries.

Budget Impact:

The estimated annual expenditure for these items is \$125,000.00 and was budgeted as part of the FY27 budget. It will be funded from account 13030010-58200.

Legal Obligations and Review:

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

Attached Documents:

1. Bound Tree Midlothian Agreement
2. Signed ILA Prosper and Midlothian

Town Staff Recommendation:

Town Staff recommend the Town Council approve the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Midlothian contract in an amount not to exceed \$125,000.

Proposed Motion:

I move to approve the purchase of pharmaceuticals and emergency medical supplies from Bound Tree Medical, LLC, at the unit prices bid through a City of Midlothian contract in an amount not to exceed \$125,000.

STATE OF TEXAS §
 § **AGREEMENT FOR EMS FIRE**
 § **DEPARTMENT MEDICAL SUPPLIES**
 COUNTY OF ELLIS §

This Agreement for EMS Fire Department Medical Supplies (“Agreement”) is made by and between the City of Midlothian, Texas (“City”) and Bound Tree Medical, LLC (“Supplier”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit “A” and Exhibit “B” attached hereto and made a part herein by reference (the “Services”), and in accordance with the terms and conditions set forth in this Agreement;

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

Article I
Term

The Term of this Agreement shall commence upon Contractor’s receipt of the City’s Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

Article II
Contract Documents

2.1. This Agreement consists of the following items:

- (a) This Agreement;
- (b) City’s Request for Bid Solicitation for Purchase of a 2025-28 EMS Fire Dept. Medical Supplies RFP (“City’s Bid”) (attached as Exhibit “A”); and
- (c) Supplier’s Response to City’s Bid (attached as Exhibit “B”).

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as “Contract Documents.”

Article III Scope of Services

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit “A” and Exhibit “B” attached hereto and incorporated herein by reference.

Article IV Compensation

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit “B”.

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article VII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled, and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

Article VIII Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

Article IX Termination

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed, and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

Article X Indemnification

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF

THE CITY. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, SUBCONTRACTORS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO SOLE NEGLIGENCE OF THE CITY). IF ANY ACTION OR PROCEEDING SHALL BE BROUGHT BY OR AGAINST THE CITY IN CONNECTION WITH ANY SUCH LIABILITY OR CLAIM, CONTRACTOR, ON NOTICE FROM THE CITY, SHALL DEFEND SUCH ACTION OR PROCEEDINGS AT CONTRACTOR'S EXPENSE, BY OR THROUGH ATTORNEYS REASONABLY SATISFACTORY TO THE CITY. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article XI Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas
Attn: Chris Dick
City Manager
215 N. 8th St
Midlothian, Texas 76065
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.
Nichols | Jackson, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC
Attn: Brian LaDuke, CEO
5000 Bradenton Ave
Dublin, OH 43017
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

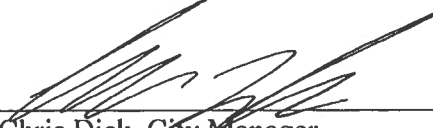
11.16 No Excluded Nation or Foreign Terrorist Organization. Contractor certifies that Contractor is not engaged in active business operations within the Sudan, Iran, or a foreign terrorist organization and is not listed on the list of prohibited entities prepared and maintained by the Texas Comptroller of Public Accounts pursuant to Texas Government Code §§806.051, 807.051, or 2252.153.

(signature page to follow)

EXECUTED this 19th day of December, 2025.

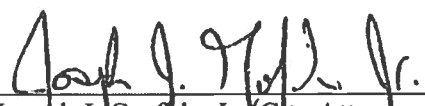
City of Midlothian, Texas

By:


Chris Dick, City Manager

Approved as to form:

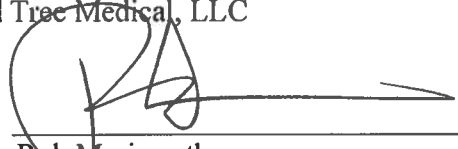
By:


Joseph J. Gorfida, Jr., City Attorney
(12-17-2025: FINAL 4915-6908-5570, v. 1)

EXECUTED this 22nd day of December, 2025.

Bound Tree Medical, LLC

By:


Name: Rob Meriweather

Title: President

**EXHIBIT “A”
City’s Bid**

EXHIBIT “B”
Contractor’s Response to City’s Bid



Manager's Memorandum

From: Bill Bonny **BB**

Through: Stuart Blasingame, Fire Chief **SB**

Date: 02/12/2025 **IT Related:** No **Grant Related:** No

Document Title: Interlocal Cooperation Agreement with Midlothian

Type of Document: Agreement/Contract

Routing		Initial & Date
Budget		CA 2/13/25
Purchasing		JP 2/17/25
Grants		N/A
HR		N/A
IT		N/A
TMO		me 2/17/2025
☒ Approved	☐ Denied	
TSO		KS 2/17/25

Description of Item:

This interlocal cooperation agreement enables us to procure EMS supplies from Boundtree Medical, our current vendor, under the Midlothian contract rather than the Richardson contract, which is set to expire in a few months. We already have a blanket purchase order in place for Boundtree. Since Richardson is not renewing its agreement, it will also transition to using the Midlothian contract.

Budget Impact:

Account Number/Project String:
N/A

Total Cost:

\$ 0.00

Future Impact:

PO # (if applicable):

Project # (if applicable):

Additional Details:

There is no cost or future impact with this agreement as we will not purchase directly from Midlothian. This will only allow the ability to purchase supplies from other approved vendors under the Midlothian ILA.

Legal Review:

The Town Attorney has reviewed this document as to form and legality.

Is this a new vendor? N/A **If yes, has W-9 been emailed to Finance?** N/A

Additional staff needing signed copy:

Attachments

1. Interlocal Cooperation Agreement
2. Town Attorney Approval

STATE OF TEXAS §
 §
 COUNTY OF ELLIS §

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement ("**Agreement**") is by and between the City of Midlothian, Texas ("**Midlothian**"), and the Town of Prosper, Texas ("**Prosper**"), acting by and through their authorized officers.

RECITALS:

WHEREAS, this Agreement is authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code; and

WHEREAS, Section 271.102 of the TEX. LOC. GOV'T CODE authorizes a local government to participate in a Cooperative Purchasing Program with another local government or a local cooperative organization; and

WHEREAS, a local government that purchases goods and services pursuant to a Cooperative Purchasing Program with another local government satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and materials; and

WHEREAS, each party has and will on an annual basis obtain competitive bids for the purchase of goods and services; and

WHEREAS, the parties desire to enter into a cooperative purchasing program which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the last date of execution hereof ("Effective Date"). Thereafter this Agreement shall automatically renew for successive periods of one (1) year each under the terms and conditions stated herein, unless sooner terminated as provided herein.

ARTICLE III TERMINATION

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party.

ARTICLE IV PURCHASING

The City Manager or designee for each of party is authorized to act on behalf of the respective party in all matters relating to this cooperative purchasing program. Each party shall make payments directly to the vendor under the contract made pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE. Each party shall be responsible for the respective vendor's compliance with provisions relating to the quality of items and terms of delivery.

ARTICLE V MISCELLANEOUS

5.1 **Relationship of Parties:** This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust.

5.2 **Notice:** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth below the signature of the party.

5.3 **Amendment:** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law:** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Ellis or Johnson County, Texas.

5.6 **Entire Agreement:** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals:** The recitals to this Agreement are incorporated herein.

5.8 **Counterparts:** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

EXECUTED this 28TH day of JANUARY, 2025.

CITY OF MIDLOTHIAN, TEXAS

By: _____

CHRIS DICK, CITY MANAGER

ATTEST:

By: _____

CITY SECRETARY



EXECUTED this 17 day of February, 2025.

TOWN OF PROSPER, TEXAS

By: _____

MARIO CANIZARES, TOWN MANAGER

ATTEST:

By: _____

TOWN SECRETARY



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Fire Apparatus Maintenance & Repairs

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving funding for expenses of scheduled and unscheduled maintenance and repairs by Allsource Enterprises LLC, DBA Safe Industries to fire department apparatus through BuyBoard Contract 746-24 with an expenditure not to exceed \$175,000.

Description of Agenda Item:

This purchase will provide funding necessary for scheduled and unscheduled maintenance and repairs to Prosper Fire Rescue apparatus, including fire engines and aerial trucks. Safe Industries is the incumbent vendor currently utilized by the department for these services and has the capability to perform specialized onsite maintenance and repairs associated with fire apparatus.

Budget Impact:

The blanket order expenditure request is for \$175,000.00. This was an approved budget item and will be funded by Account No.13030010-53500.

Legal Obligations and Review:

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

Attached Documents:

1. Buyboard 746-24 Award – Tabulation Report

Town Staff Recommendation:

Town Staff recommends the Town Council approve funding for expenses of scheduled and unscheduled maintenance and repairs by Allsource Enterprises LLC, DBA Safe Industries to fire department apparatus through BuyBoard Contract 746-24 with an expenditure not to exceed \$175,000.

Proposed Motion:

Item 15.

I move to approve funding for expenses of scheduled and unscheduled maintenance and repairs by Allsource Enterprises LLC, DBA Safe Industries to fire department apparatus through BuyBoard Contract 746-24 with an expenditure not to exceed \$175,000.



Vendor Contract Information Summary

Item 15.

Vendor	Allsource Enterprises of Texas LLC dba Safe Industries
Contact	Meredith Martin
Phone	864-845-7175
Email	mmartin@safeindustries.com
Vendor Website	www.safeindustries.com
TIN	20-2653111
Address Line 1	5031 Hwy 153
Vendor City	Easley
Vendor Zip	29642
Vendor State	SC
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	30 Days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	North Carolina, South Carolina, Tennessee, Texas
Contract Name	Fire Service Apparatus Vehicles
Contract No.	746-24
Effective	10/01/2024
Expiration	09/30/2027
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a \$1500 service fee
Return Policy	Safe Industries has a no return policy for Fire Apparatus



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Siddons-Martin Service and Repair

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC for the Fire Department apparatus, including fire engines and aerial trucks, in an amount not to exceed \$50,000.

Description of Agenda Item:

This purchase will provide a blanket PO for the purchase of scheduled and unscheduled maintenance and repairs to the Fire Department apparatus. Siddons-Martin Emergency Group, LLC is the exclusive dealer for the fire apparatus by Pierce in the state of Texas.

Budget Impact:

The estimated annual expenditure for this service is \$50,000 and will be funded through the FY27 operating budget number 13030010-53500.

Attached Documents:

1. Sole Source Letter

Town Staff Recommendation:

Town Staff recommend the Town Council approve funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC for the Fire Department apparatus including fire engines and aerial trucks in an amount not to exceed \$50,000.

Proposed Motion:

I move to approve funding for expenses of scheduled and unscheduled maintenance and repairs by Siddons-Martin Emergency Group, LLC for the Fire Department apparatus, including fire engines and aerial trucks, in an amount not to exceed \$50,000.

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com



January 6, 2026

RE: Sole Source

To whom it may concern:

To provide you with the personalized level of sales, service, and warranty you deserve, Pierce has established a network of authorized dealers throughout the country. Siddons-Martin Emergency Group, LLC is the exclusive dealer for the sale, service, parts, and warranty of custom and commercial fire apparatus manufactured by Pierce in the states of Arkansas, Tennessee, Texas, Louisiana, New Mexico, Utah, and Nevada (except for Clark County in Nevada).

Siddons-Martin Emergency Group, LLC is extremely qualified to provide you with the support you have come to expect from Pierce and has service & warranty facilities located in each state they represent.

Please contact Siddons-Martin Emergency Group, LLC direct for Sales support or visit their website for more information at www.siddonsmartin.com.

Sincerely,

A handwritten signature in cursive script that reads "Chad Schneider".

Chad Schneider
Sr. Manager – Contracts and Sales Operations
Pierce Manufacturing Inc.



FIRE DEPARTMENT

To: Mayor and Town Council

From: Stuart Blasingame, Fire Chief

Through: Mario Canizares, Town Manager

Re: Galls Uniform Purchase

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Provide Excellent Municipal Services

Agenda Item:

Consider and act upon approving the purchase of uniforms from Galls LLC, through the North Texas Share First Responder Uniforms Contract #2021-073 in an amount not to exceed \$90,000.

Description of Agenda Item:

Galls LLC is the incumbent vendor for uniform duty wear, dress uniforms, and athletic apparel to the Town.

Budget Impact:

The blanket order expenditure request is for \$90,000.00. This was an approved budget item and will be funded by Account No. 13030010-52450.

Legal Obligations and Review:

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

Attached Documents:

1. North Texas Share First Responder Uniforms Contract #2021-073.
2. North Texas Share First Responder Uniforms Contract Amendment #4

Town Staff Recommendation:

Town Staff recommend the Town Council approve the purchase of uniforms from Galls LLC, through the North Texas Share First Responder Uniforms Contract #2021-073 in an amount not to exceed \$90,000.

Proposed Motion:

I move to approve the purchase of uniforms from Galls LLC, through the North Texas Share First Responder Uniforms Contract #2021-073 in an amount not to exceed \$90,000.



**MASTER SERVICES AGREEMENT #2021-073
First Responder Uniforms, Accessories, and Services**

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments** (“**NCTCOG**”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Impact Promotional Services, LLC (DBA Got You Covered Work Wear and Uniforms).
 (“**Contractor**”)
 1212 E. Lancaster Ave
 Fort Worth, TX 76102

**ARTICLE I
RETENTION OF THE CONTRACTOR**

1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **First Responder Uniforms, Accessories, and Services** (hereinafter, “**Services**”) to governmental entities participating in the North Texas SHARE program (hereinafter “**Participating Entities**”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals #2021-073 (hereinafter, “**RFP**”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II
SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a SHARE Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating

Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.

Item 17.

- 2.4 Pricing for items in Attachment 1 represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

- 2.5.1 NCTCOG shall make available a contract page on its NorthTexasSHARE.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for North Texas SHARE with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #2021-073
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Attachment 1.
- 2.7.3 Contractor agrees to market and promote the use of the SHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III

TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on November 1, 2022 (the "**Term**"), unless earlier terminated as provided herein. This Agreement may be renewed, at NCTCOG's sole discretion, for up to four (4) additional one (1) year terms through November 1, 2026.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its SHARE cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG
ATTN: North Texas SHARE
 PO Box 5888
 Arlington, TX 76005-5888
 Email: NorthTexasSHARE@nctcog.org

ARTICLE V SERVICE FEE

Item 17.

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its SHARE cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as SHARE. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the SHARE Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to SHARE calculated as a percentage of sales processed through the SHARE Master Services Agreement. This administrative fee is not an added cost to SHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by SHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the SHARE purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

REPRESENTATION AND WARRANTIES

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7.1 Representations and Warranties. Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII**CONFIDENTIAL INFORMATION AND OWNERSHIP**

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying

work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

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ARTICLE IX GENERAL PROVISIONS

- 9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG: North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Craigan Johnson
(817) 695-9186
Bmoll@nctcog.org

If to Contractor: Impact Promotional Services
Attn: Rhonda Harvey
1212 E. Lancaster Ave
Fort Worth, TX 76102
(817) 336-0692
rhonda@gycuniforms.com

The above contact information may be modified without requiring an amendment to the Agreement.

- 9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.
- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise,

even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

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Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

9.5 Insurance. At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.3 Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

9.5.4 Professional Errors and Omissions liability:

9.5.4.1 Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

9.6 Conflict of Interest. During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.

9.7 Force Majeure. It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or

performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.

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- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.10 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.11 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.12 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.13 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.14 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.15 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.16 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.17 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.18 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X**ADDITIONAL REQUIREMENTS**

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- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free work place in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation

SHARE/Impact Promotional Services MSA Police and First Responder Uniforms, Accessories, and Services.

(USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

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Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 Disadvantaged Business Enterprise Program Requirements

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Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 Pertinent Non-Discrimination Authorities

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more

than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

Item 17.

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest.

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

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10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Impact Promotional Services, LLC.

Rhonda L Harvey 10/29/2021
Signature Date

Rhonda L Harvey
Printed Name

North Central Texas Council of Governments

Mike Eastland 11/5/2021
Signature Date
Michael Eastland
Executive Director

Attachment I
Pricing for SHARE

Item 17.

For First Responder Uniforms, Accessories, and Services, contractor shall quote participating SHARE Entities the rates and/or discount required for products and services specified by the RFP. Contractor's proposed catalog discount for uniforms and services are found below.

**Percent Discount proposal
for catalogue Brands for
items not listed in this Tab:**

Brand	% Discount off catalog
Atlenco	15
ASP	10
Blauer (Texas Retail Price List)	15
5.11	15
GT	NA
Point Blank (Concealable)	35
Point Blank (Tactical Armour& Accessories)	35
Nardis	NA
Safariland	10
Elbeco	20
Under Armour	
Smith & Wesson	5
ESS	NA
Blackhawk	5
Port Authority	15
Custom Made Items	15
Flying Cross	NA

**Any Additional Brands with
Percent-Discounts offered for
catalogues not listed above:**

Brand	% Discount off catalog
HERO'S PRIDE	10
PREMIER EMBLEM	10
FIRST TACTICAL	15
PROPPER	15
THOROGOOD	15
SMITH & WARREN	10
VH BLACKINTON	10
LIBERTY	15
GERBER	15
SANMAR	10
HOPE UNIFORM	15
TACT SQUAD/UNITED UNIFORMS	15
DICKIES/WORKRITE/BULWORK/REDKAP/HORACE SMALL	15
HAIX USA	10
BIANCHI	10
ROTHCO	10
CONDOR	10
TAYLOR LEATHERS	10
MIDWAY CAP	10
KEYSTONE CAP	10
BAYLEY	10
SAMUEL BROOME	10
DUTYMAN	10
DANNER	10
EISMAN LUDMAR (ELC)	10
EDWARDS	10
ROCKY	10
STREAMLIGHT	10
EARPHONE CONNECT	10
LIGHTHOUSE	10
CREW BOSS	10

SHARE/Impact Promotional Services MSA Police and First Responder Uniforms, Accessories, and Services.

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	BATES	10
	JAY - P	10

ALTERATION SERVICES

Description of Alteration Service		Proposed Price Per Service	OR Percent Discount off of Service
Please fill-in based upon items listed on Exhibit B			
1	Dress Coat - Button Accommodation 4btn - Large Buttons	\$16.00	
2	Dress Coat - Button Accommodation 4btn - Small Buttons	\$8.00	
3	Dress Coat - Button Accommodation 9btn - Large Buttons	\$36.00	
4	Dress Coat - Add Extra Button		
5	Dress Coat - Open Liner / Sleeve	\$35.00	
6	Dress Coat - Cordedge		
7	Dress Coat - Patch Place / Remove	\$15.00	
8	Dress Coat - Shorten Coat	\$30.00	
9	Dress Coat - Add Toggles / Washers		
10	Dress Coat - Shorten / Lengthen Sleeves	\$22.00	
11	Dress Coat - Taper	\$37.00	
12	Dress Coat - Add 1 Sleeve Stripe	\$15.00	
13	Dress Coat - Add 2 Sleeve Stripes	\$20.00	
14	Dress Coat - Add 3 Sleeve Stripes	\$25.00	
15	Dress Coat - Add 4 Sleeve Stripes	\$30.00	
16	Dress Coat - Add 5 Sleeve Stripes	\$35.00	
17	Dress Coat - Custom Epaulets (pair)	\$23.00	
18			
19	Vest - Add Mic Hole - Per One Side	\$15.00	
20	Vest - Add 3 Rows Molle, Front Side	\$35.00	
21	Vest - Button Accomodation 10btn	\$20.00	
22			
23	Shirt - Add Mic Tab	\$5.00	
24	Shirt - Add Mic Hole - Per One Side	\$7.50	
25	Shirt - Button Accommodation 4btn - Small Buttons	\$8.00	
26	Shirt - Button Accommodation 9btn - Small Buttons	\$18.00	
27	Shirt - Functional Epaulets	\$12.50	
28	Shirt - Shorten / Lengthen Shirt Tail	\$25.00	
29	Shirt - Shorten Sleeves	\$17.00	
30	Shirt - Shorten Sleeves - Keep Reflective Stripe	\$42.00	
31	Shirt - Taper - Sides / Body Standard	\$20.00	
32	Shirt - Taper - Sides / Body Mesh	\$45.00	
33	Shirt - Taper - Sides / Body Tactical	\$65.00	
34	Shirt - Taper - Sleeves Standard	\$16.00	
35	Shirt - Taper - Sleeves Mesh	\$30.00	
36	Shirt - Add Military Creases	\$25.00	
37	Shirt - Patch Place or Removal	\$5.25	First 2 included at no charge per garment
38	Shirt - Maternity Conversion		
39	Shirt - Pocket Place or Remove (per pocket)	\$13.00	
40	Shirt - Zipper Replacement	\$25.00	
41	Shirt - Add Zipper (under buttons)	\$30.00	
42			
43	Pants - Hem - Boot Cut/Westpoint Hem	\$25.00	
44	Pants - Hem - Plain Bottom	\$0.00	included at no charge
45	Pants - Hem - Cuff	\$13.00	
46	Pants - Sew Down Pockets	\$11.00	
47	Pants - Hook and Eye Replacement	\$15.00	
48	Pants - Add Stripe	\$30.00	
49	Pants - Add Cordedge		custom request quoted
50	Pants - Take in Waist / Seat	\$25.00	
51	Pants - Taper - Full Taper - Above Knee	\$32.00	
52	Pants - Taper - Below Knee	\$24.00	
53	Pants - Taper - Tactical - Below Knee	\$48.00	
54	Pants - Taper - Tactical - Above Knee	\$64.00	
55	Pants - Zipper Replacement	\$30.00	
56	Pants - Add Zipper to Pant Leg	\$65.00	
57	Pants - Recut - With Waist	\$68.00	
58	Pants - Recut - Without Waist	\$43.00	
59	Pants - Recut - Without Waist Tactical	\$75.00	
60	Pants - Motor - Custom	\$250.00	

61	Pants - Motor - Add Stirrups	\$17.00	
62			
63	Outerwear - Patch Place or Remove	\$8.00	
64	Outerwear - Add Reflective Stripe	\$120.00	custom request quoted
65	Outerwear - Zipper Replacement	\$125.00	
66	Outerwear - Add Elastic to Sleeves	\$25.00	
67			
68	Hat - Patch Place	\$5.25	
69			
70	Alterations - Seam Repair	\$15.00	
71	Alterations - Button Replacement / Reinforcement (per button)	\$5.00	
72			
73	Alterations - Velcro - 4 x 11 Back	\$15.00	
74	Alterations - Velcro - 4 x 4 Sleeve	\$9.00	
75	Alterations - Velcro - Nametape	\$11.00	

EMBROIDERY SERVICES

Description of Alteration Service Please fill-in based upon items listed on Exhibit B		Proposed Price Per Service	OR Percent Discount off of Service
1	direct single line embroidery	\$6.00	
2	direct double line embroidery	\$8.00	
3	basic logo (8500 stitch count or less)	\$8.50	
4	custom logo	\$1.00 per 1,000 stitch count	
5	digitization	\$50.00	
6	patch sample	\$65.00	
7	standard nametape	\$9.00	
8	standard nametape w/velcro	\$11.00	
9	heat press 3-3.5"	\$22.00	Non-reflective
10	heat press reflective	\$22.00	standard silver reflective
11	heat press black reflective	\$28.00	black reflective
12	screen print	quote by job	
13	cap logo	\$1.05 per 1,000 stitch count	
14	collar embroidery	\$11.00	
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			

Attachment 2

Texas Service Area Designation

Item 17.

RFP 2021-073	Texas Service Area Designation or Identification		
Proposer Name:			
Notes:	Indicate in the appropriate box whether you are proposing to service the entire State of Texas		
	Will service the entire State of Texas	Will not service the entire State of Texas	
	✓		
	If you are not proposing to service the entire State of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

RFP 2021-073	Nationwide Service Area Designation or Identification Form						
Proposer Name:							
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States. <table border="1"> <tr> <td>Will service all Fifty (50) States</td> <td>Will not service Fifty (50) States</td> </tr> <tr> <td></td> <td>✓</td> </tr> </table> If you are not proposing to service to all Fifty (50) States, then designate on the form below the States that you will provide service to. By designating a State or States, you are certifying that you are willing and able to provide the proposed goods and services in those States. If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.			Will service all Fifty (50) States	Will not service Fifty (50) States		✓
Will service all Fifty (50) States	Will not service Fifty (50) States						
	✓						
Item	State	Region/MSA/City	Designated as a Service Area				
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas		✓				
5.	California						
6.	Colorado		✓				
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana		✓				
19.	Maine						
20.	Maryland						
21.	Massachusetts						

22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		✓
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		✓
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

Attachment 3 Guarantees of the Contractor

Standard Lead Times:

Alterations Only:	10 Business days
Embroidery Only:	15 Business days

Embroidery and Alterations Small Orders (Ex. FWPD Collar Embroidery and Patches:	15 Business days
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Embroidery and Alterations Large Orders:	20 Business days
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BULK Orders:	3-4 Weeks
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Screen Print:	3 Weeks
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New Patches/New Designs:	Up to 6 Weeks total
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Patch Orders:	Minimum 3 Weeks
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Badge Orders:	4-5 Weeks
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Custom Nameplates:	4-5 Weeks
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*Rushes available for New Hires, Funerals, and Repairs.

**Custom Items:	4-6 Weeks
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Delivery Schedule:

South of DFW – Tuesday Weekly

North of DFW – Thursday Weekly

East of DFW – Wednesday Bi-Weekly

West Texas – Once Every 6-8 Weeks, 2-3 days

*Additional delivery schedules are added when required

Item 17.

PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON:

Rhonda L Harvey

NAME OF AUTHORIZED PERSON:

Rhonda L Harvey

NAME OF COMPANY:

Impact Promotional Services LLC
/dba Got You Covered Work Wear & Uniforms

DATE:

10/29/2021

-OR-

SHARE/Impact Promotional Services MSA Police and First Responder Uniforms, Accessories, and Services.

Page 25 of 26

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Item 17.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

AMENDMENT #4
to
Agreement # 2021-073 First Responder Uniforms, Accessories and Services

This AMENDMENT ("Amendment") to the Services Agreement #2021-073 ("Original Contract") is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as "NCTCOG", and

Galls, LLC.
1340 Russell Cave Road
Lexington, KY 40505
Attn: Penman, Justin
(859) 963-7943
Penman-Justin@galls.com

hereinafter referred to as "Service Provider", (collectively, "the Parties").

WHEREAS, the Parties entered into the Original Contract on **November 3, 2021**; and

WHEREAS, Section 9.15 if MSA of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of the Original Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG and the Service Provider mutually covenant and agree to:

- **Extend the Original Contract through November 1, 2026.**
- **Amend the Original Contract to include the language on Attachment I incorporated Herein**

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Galls, LLC.

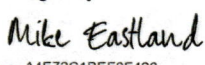
North Central Texas Council of Governments

 10/01/2024

Signature Date
Mike Fadden

Printed Name
CEO

Title

Signed by:
 10/1/2024

Signature Date
R. Michael Eastland
Executive Director

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

REQUIRED 2 CFR 200 CLAUSES

Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (Contractor)

1. **Equal Employment Opportunity.** PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PROVIDER shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. **Davis-Bacon Act.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** PROVIDER agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PROVIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** PROVIDER is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PROVIDER and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
7. **Restrictions on Lobbying.** PROVIDER of these funds is prohibited from using monies for lobbying purposes; PROVIDER shall comply with the special provision “Restrictions on Lobbying”. PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.
8. **Procurement of Recovered Materials.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.
9. **Anti-Israeli Boycott.** By accepting this work order, PROVIDER hereby certifies the following:
 1. PROVIDER’s Company does not boycott Israel; and
 2. PROVIDER’s Company will not boycott Israel during the term of the contract.
 The following definitions apply to this statute:
 - (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and
 - (2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

10. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Trafficking in Persons

Proposer agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor

(i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.



Signature of Authorized Person

Mike Fadden

Name of Authorized Person

Galls, LLC

Name of Company

10/01/2024

Date

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Signature of Authorized Person

Name of Authorized Person

Name of Company

Date



PLANNING

To: Mayor and Town Council

From: David Hoover, Director of Development Services

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

Re: County Road 933 Right-of-Way Abandonment

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development

Agenda Item:

Consider and act upon an Ordinance to abandon a portion of County Road 933 right-of-way associated with the Mirabella Phase 1 development, located west of the intersection of County Road 933 and Custer Road. (MISC-26-0001)

Description of Agenda Item:

The applicant is requesting the abandonment of a portion of the existing County Road 933 right-of-way (ROW) associated with the Mirabella Phase 1 development. The subject right-of-way is located west of the intersection of County Road 933 and Custer Road. As part of the approved development plan, alternative access to the property will be provided through the internal street network and associated roadway improvements. As a result, the existing County Road 933 right-of-way within the development is no longer necessary to provide access to the property.

The roadway is prescriptive right-of-way meaning the road was constructed by the county and underlying ownership of the property was not transferred to the county. The ROW was not maintained by the Town and is 10 feet wide, on average, and would not meet current road standards. Since the Town does not own the property and the road has not been maintained there is no value assigned to it. The developer intends to construct a trail for the subdivision residents along this area, as well.

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:

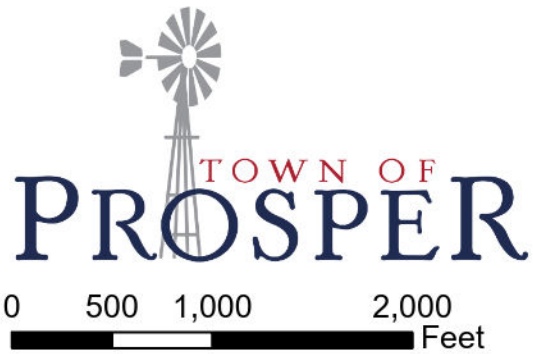
1. Location Map
2. Ordinance
3. Ordinance Exhibit
4. Abandonment Request Letter

Town Staff Recommendation:

Town Staff recommend the Town Council approve an Ordinance abandoning a portion of County Road 933 right-of-way associated with the Mirabella Phase 1 development, located west of the intersection of County Road 933 and Custer Road.

Proposed Motion:

I move to approve/deny an Ordinance abandoning a portion of County Road 933 right-of-way associated with the Mirabella Phase 1 development, located west of the intersection of County Road 933 and Custer Road.



This map for illustration purposes only

MISC-26-0001 Mirabella Phase 1 Right-of-Way Abandonment

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2026-XX

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ABANDONING AND VACATING CERTAIN PRESCRIPTIVE RIGHT- OF- WAY (COUNTY ROAD 933) AS REFLECTED ON EXHIBIT A; MAKING FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the Town of Prosper, Texas ("Town"), is a duly organized political subdivision and home-rule municipality of the State of Texas; and

WHEREAS, the Town obtained certain prescriptive right-of-way along a street (indicated as CR 933) generally located West of Custer Road and north of W University Drive, beginning at a point approximately 1,600 feet north of County Road 853 and extending northward approximately 3,700 feet as shown on Exhibit A, a copy of which is attached and is incorporated by reference; and

WHEREAS, Exhibit A reflects an approximately 12-foot (12') wide prescriptive right-of- way (or street), approximately 3,700 feet in length, as indicated above, and the property upon which the right-of-way (or street) is located has never been dedicated to the Town; and

WHEREAS, since the prescriptive right-of-way (or street) is no longer utilized as such, the Town has determined that the approximately 12' prescriptive right-of-way (or street) should be abandoned and vacated, and that any and all rights that the Town may have in the prescriptive right-of-way (or street) should be released to the adjacent property owners, which abandonment and vacation the Town Council has determined is in furtherance of the public health, safety and welfare of the Town.

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

From and after the effective date of this Ordinance, the Town's prescriptive right-of-way (or street) and any and all rights and interests that the Town may have in such right-of-way (or street), as set forth in the attached Exhibit A, are hereby abandoned and vacated by the Town, and the Town hereby disclaims any interest in the right-of-way (or street).

SECTION 3

All ordinances, orders or resolutions heretofore passed and adopted by the Town Council are hereby repealed to the extent that said ordinances, resolutions, or parts thereof, are in conflict herewith.

SECTION 4

If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5

Effective Date. 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 13TH DAY OF OCTOBER 2026.**

David F. Bristol, Mayor

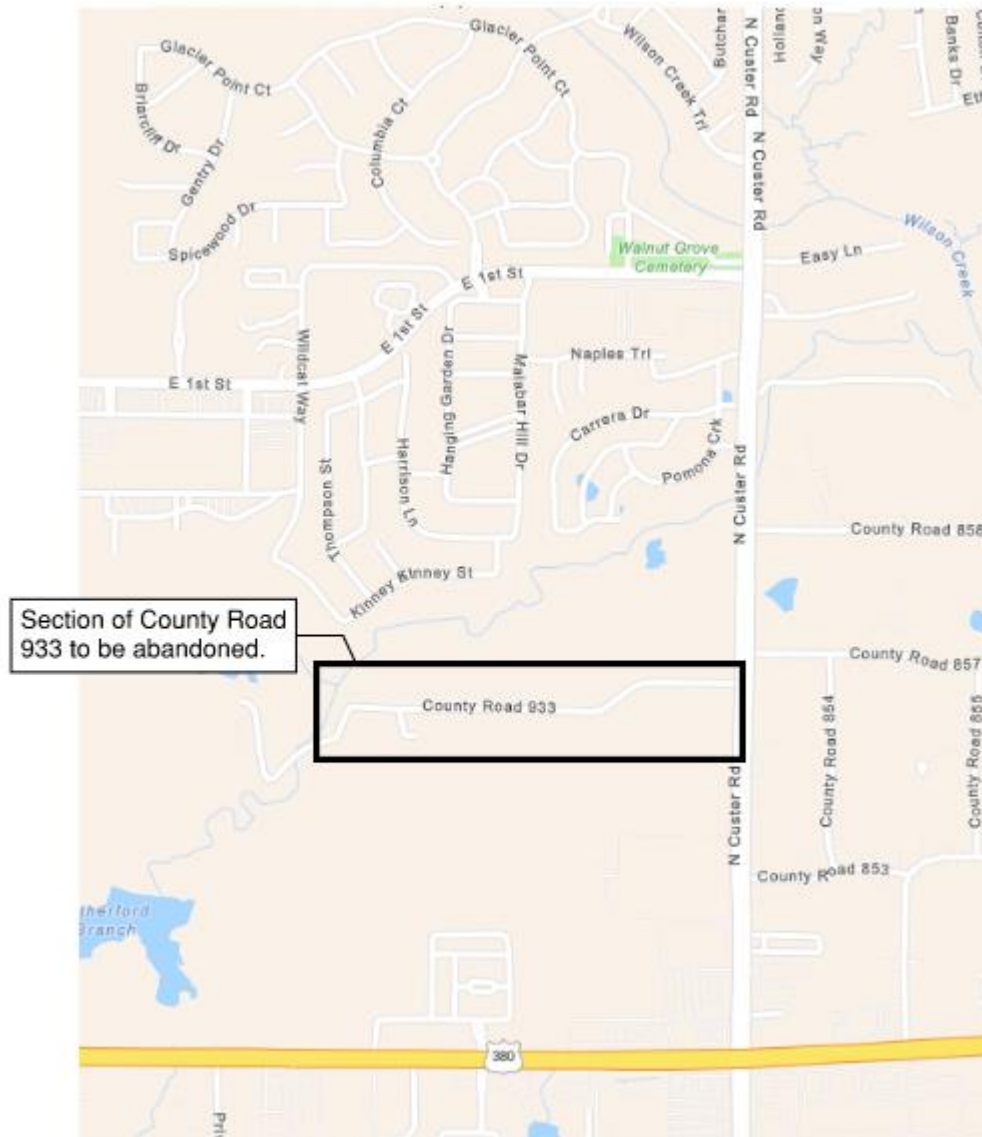
ATTEST:

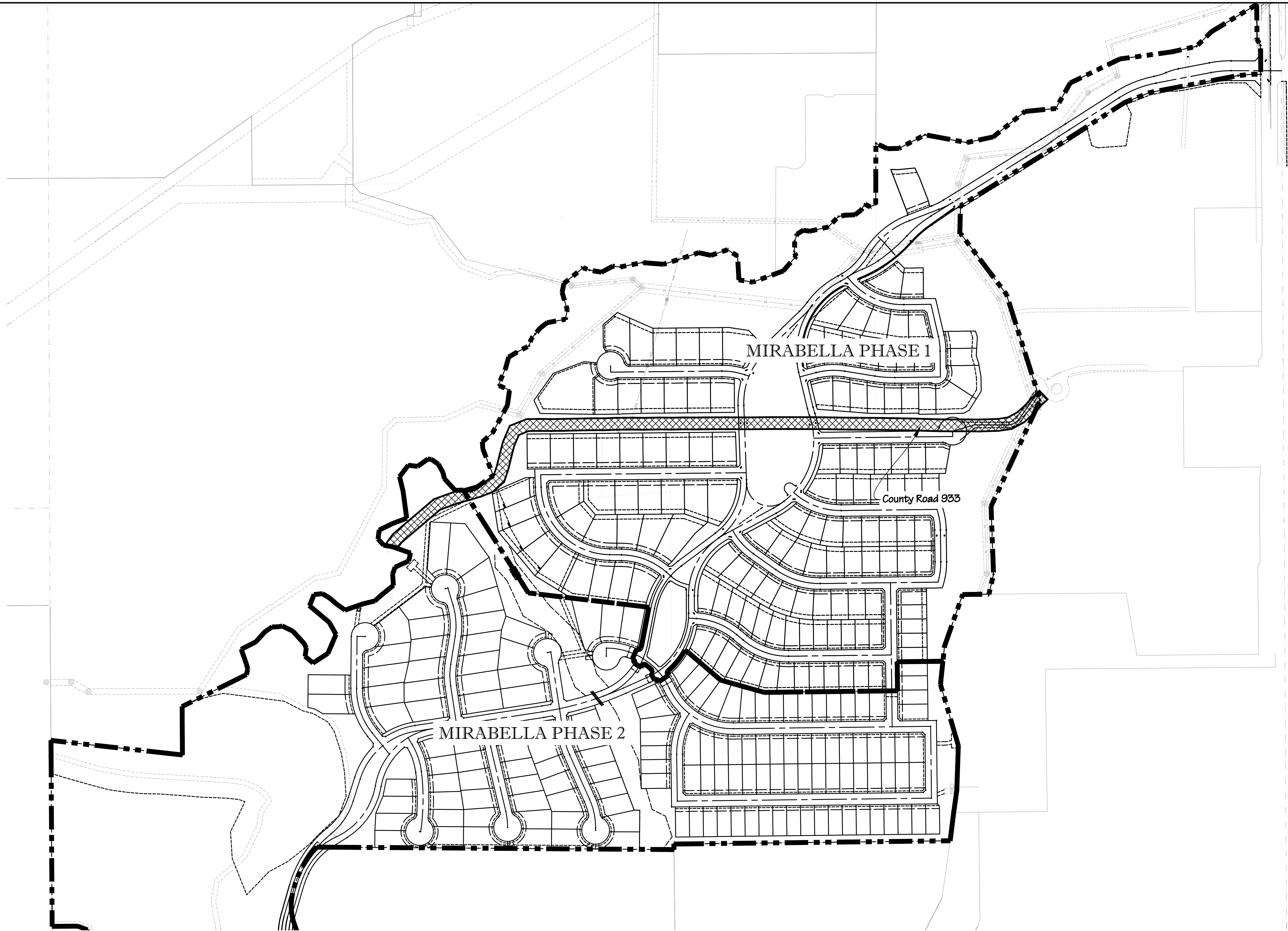
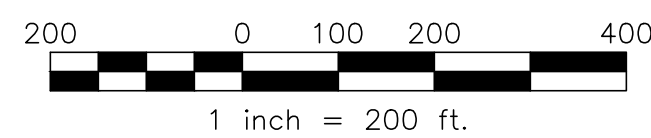
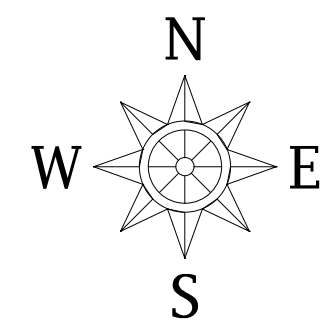
Michelle Lewis Sirriani, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Terrence S. Welch, Town Attorney

EXHIBIT A
COUNTY ROAD 933 ABANDONMENT





July 24, 2026
Planning Department
Town of Prosper
250 W First Street
Prosper, TX 75078

**RE: Letter of Intent – County Road 933
Right-of-Way Abandonment
Mirabella Phase 1
SEI Job No: 25-074**

To Whom It May Concern:

On behalf of JEN Texas 40 LLC (The Owner), we are submitting the right-of-way abandonment for a portion of County Road 933 associated with **Mirabella Phase 1** (The Subject Property). The Subject Property is located west of the intersection of County Road 933 and Custer Road within the Town of Prosper, Collin County, Texas.

The purpose of this request is to formally abandon the existing County Road 933 right-of-way within the development. As part of the approved development plan, alternative access to the property will be provided through the internal street network and associated roadway improvements. Therefore, the subject right-of-way is no longer necessary to provide access to the property.

If you have any questions, please do not hesitate to contact me at 972-422-0077 or via email at sean.payne@spiarsengineering.com.

Sincerely,
Spiars Engineering, Inc.



Sean Payne, P.E.



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 for 490 Business Park

Town Council Meeting – October 13, 2026

Strategic Visioning Priority: Ensure the Town's Commercial Corridors are Ready for Development

Agenda Item:

Conduct a Public Hearing and consider and act upon a request for a rezoning from Agriculture to Planned Development for Light Industrial Buildings on Collin County School Land Survey 12, Abstract 147, Tract 179, on 2.0± acres, located on the west side of Business Park Drive and 1,095± feet south of First Street. (ZONE-26-0004)

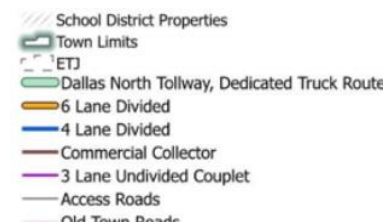
Description of Agenda Item:

The applicant is requesting to rezone the subject property from Agriculture to a Planned Development to allow the two existing vacant buildings to accommodate commercial and light industrial uses. The property contains approximately 2.0 acres and includes two existing buildings totaling approximately 18,537 square feet. Building A contains 11,297 square feet, and Building B contains 7,240 square feet.

The proposed development includes the dedication of approximately 30 feet of right-of-way along Business Park Drive for the future expansion of the roadway.

Future Land Use Plan:

The Future Land Use Plan recommends the Dallas North Tollway District.



Zoning:

The property is zoned Agriculture.

Compatibility:

The subject property contains two existing vacant buildings. Surrounding properties consist of existing light industrial development and vacant property. The submitted exhibits identify surrounding zoning classifications including Planned Development-54 Commercial, Commercial Corridor, and Planned Development-42 Commercial. The surrounding properties shown on the applicant's exhibit are within the Tollway District on the Future Land Use Plan. The zoning and land use of the surrounding properties are shown below.

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agriculture (A)	Two vacant buildings	Dallas North Tollway District
North	Planned Development-54 (Commercial)	Light Industrial	Dallas North Tollway District
East	Planned Development-42 (Commercial)	Vacant	Dallas North Tollway District
South	Commercial Corridor (CC)	Vacant	Dallas North Tollway District
West	Commercial Corridor (CC)	Vacant	Dallas North Tollway District

District Regulations:

The proposed Planned Development will conform to the development standards of the Commercial District within the Unified Development Code, except as specifically modified by the proposed Development Standards.

The Development Standards specify that the existing buildings may remain as currently constructed provided that no expansions or additions are made; maintenance and repairs will be permitted.

	Commercial District (Unified Development Code)
Size of Yards	Front: 30' Side: 15' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 40' (1-Story Adj. to Residential) 60' (2-Story Adj. to Residential) Rear: 15' (Adj. to Commercial) 40' (1-Story Adj. to Residential) 60' (2-Story Adj. to Residential)
Size of Lots	Area: 10,000 SF Width: 100' Depth: 100'
Maximum Height	Height: 40'
Lot Coverage	Maximum: 50%
Floor Area Ratio	Maximum: 0.5:1

Uses:

The Planned Development proposes a range of commercial and light industrial uses. The list of permitted uses within this Planned Development is shown below. Uses followed by an **S** are permitted by Specific Use Permit (SUP) and uses followed by a **C** are permitted subject to conditional development standards.

- Administrative, Medical, or Professional Office
- Antique Shop and Used Furniture
- Artisan's Workshop
- Auto Parts Sale, Inside
- Automobile Repair, Major, **C & S**
- Automobile Repair, Minor, **C** (use allowed by right without an SUP)
- Building Material and Hardware Sales, Minor
- Business Service
- Cabinet/Upholstery Shop
- Contractor's Shop (No Outdoor Storage), **S**
- Equipment and Machinery Sales and Rental, Minor
- Furniture, Home Furnishings and Appliance Store
- Furniture Restoration
- Health/Fitness Center
- Indoor Gun Range, **S**
- Limited Assembly and Manufacturing Use Complying with Performance Standards
- Locksmith/Security System Company
- Office/Showroom
- Office/Warehouse
- Print Shop, Minor
- Repair Service, Indoor
- Research and Development Center, **C**
- Retail/Service Incidental Use
- Veterinarian Clinic and/or Kennel, Indoor, **C**

Building Materials:

Buildings will be allowed to remain as is, as long as no expansions or additions are made. Only maintenance and repairs will be allowed.

Business Park Drive:

The proposed development includes approximately 30 feet of right-of-way dedication along Business Park Drive. The Conceptual Plan indicates that Business Park Drive will be resurfaced with temporary asphalt until the full right-of-way and roadway expansion occurs. The Development Standards further provide that Business Park Drive will be brought to current width standards and may initially be improved with asphalt. If the roadway has not been brought to all current standards within ten years, it will be required to be reconstructed to current standards at the owner's expense.

Landscaping:

The landscaping regulations within this Planned Development compared to the regulations in the Unified Development Code are shown below.

Perimeter Landscaping:

The Conceptual Landscape Plan provides the required perimeter landscape buffers along Business Park Road and the north, west, and south property lines. A minimum 15-foot landscape buffer is required along Business Park Road; however, the Planned Development requires a 20-

foot buffer to offset easements between the building and street. Additionally, the 5-foot landscape buffers are provided along the remaining property lines.

Along the south property line, the required number of trees cannot be accommodated entirely within the landscape buffer due to existing utilities. The plan provides 17 trees within this area, with the remaining required trees provided elsewhere on the property. The plan provides 25 five-gallon shrubs along the south property line, exceeding the 22 shrubs required. The landscape plan will be finalized with the review of construction plans.

Perimeter Landscaping	Proposed Regulations (Development Standards)	Town Regulations (Unified Development Code)
Business Park Road	20' buffer 9 (3" cal.) trees 131 (5 gal.) shrubs	15' buffer 9 (3" cal.) trees 131 (5 gal.) shrubs
North Property Line	5' buffer 22 small trees 22 (5 gal.) shrubs	5' buffer 22 small trees 22 (5 gal.) shrubs
West Property Line	5' buffer 17 (3" cal.) trees 17 (5 gal.) shrubs	5' buffer 17 small trees 17 (5 gal.) shrubs
South Property Line	5' buffer 17 trees, remainder added elsewhere on property to avoid utilities 25 (5 gal.) shrubs	5' buffer 22 small trees 22 (5 gal.) shrubs

Interior Parking Lot Landscaping

The project includes 51 parking spaces. The Unified Development Code requires 780 square feet of interior parking-lot landscaping and five (5) 3-inch caliper trees. The Conceptual Landscape Plan provides 2,609 square feet of landscaping and eight (8) 3-inch caliper trees, exceeding the requirement.

Interior Parking Lot Landscaping	Proposed	Required (UDC)
Parking Spaces	51	51
Landscape Area	2609 sq ft	780 sq ft
Trees (3" cal.)	8	5

Open Space:

The Planned Development requires 8 percent open space based on the net lot area for the existing development. Vehicular paving, required parking lot landscape islands, building footprints, utility yards, required landscape setbacks, sidewalks, and the detention pond are excluded from the open-space calculation. If the property is redeveloped in the future, open space will be required to comply with the Unified Development Code standards in effect at that time.

The Conceptual Landscape Plan reflects the 8 percent open-space requirement as 6,341 square feet based on a net lot area of 79,264 square feet. The area of open space provided (7,670 square feet) slightly exceeds this amount.

Open Space	Proposed (8% Minimum)	Provided
Area	6341 sq ft	7670 sq ft

Detention:

A dry detention pond is proposed on the eastern portion of the property, adjacent to Building B. The detention pond will be enhanced with 24-inch shrubs planted a maximum of 36 inches on center, solid Bermuda sod, and permanent irrigation.

The detention pond will be maintained by the property owner. If the property is redeveloped in the future, the detention facility will be required to comply with the Town's detention requirements in effect at the time of redevelopment.

Screening:

Screening for the proposed development will comply with the requirements of the Unified Development Code. No deviations from the Town's screening requirements are proposed with this Planned Development. The proposed development does not abut property zoned or designated for residential uses; therefore, a masonry screening wall along the perimeter of the property is not required.

Parks Master Plan:

The Parks Master Plan does not indicate a park is needed on the subject property.

Legal Obligations and Review:

Notification was provided as required by the Unified Development Code and state law. Staff has not received any response to the proposed zoning request to date.

Attached Documents:

1. Aerial Map
2. Zoning Map
3. Future Land Use Exhibit
4. Exhibit A-1 – Written Metes and Bounds
5. Exhibit A-2 – Boundary Exhibit
6. Exhibit B – Letter of Intent
7. Exhibit C – Development Standards
8. Exhibit D – Conceptual Plan
9. Exhibit E – Development Schedule
10. Exhibit F – Elevations
11. Exhibit G – Landscape Plan
12. Exhibit H – Open Space Plan
13. Draft Development Agreement
14. PowerPoint Slides

Town Staff Recommendation:

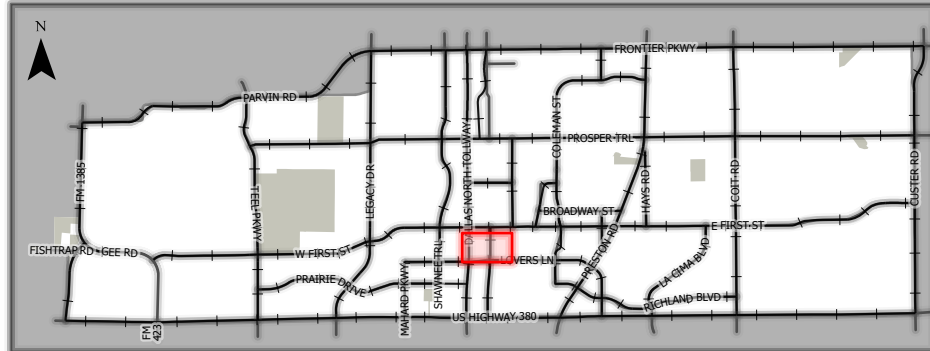
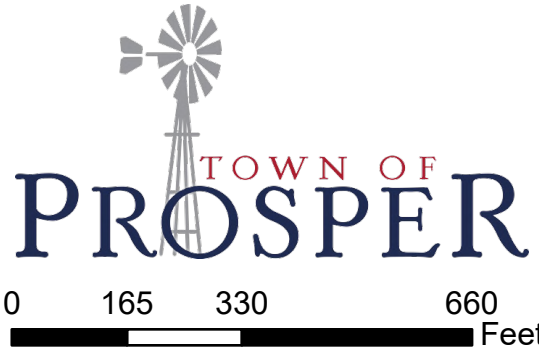
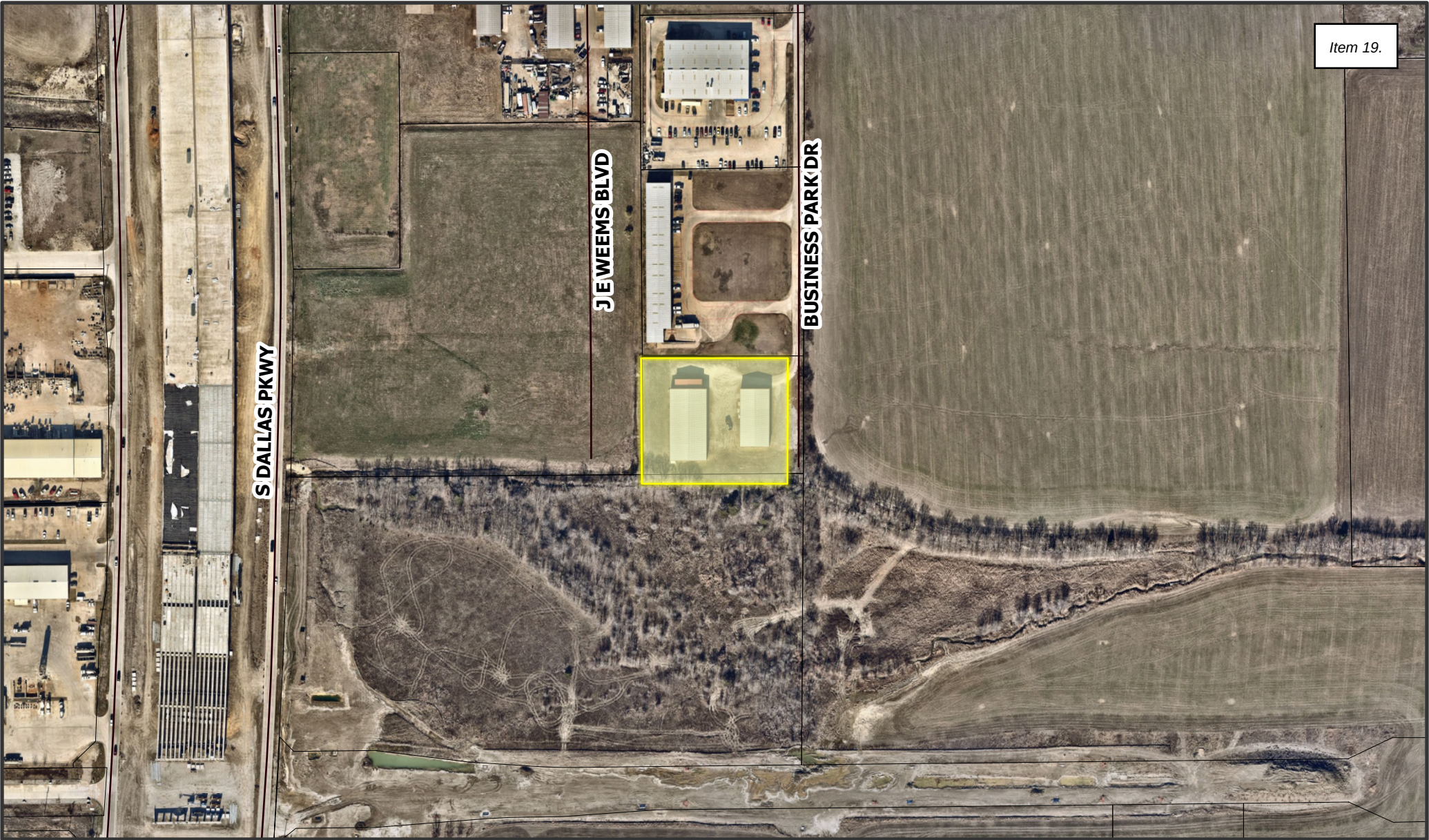
The rezoning request provides for upgrades to the site while allowing the use of the existing structures. The proposed Planned Development also addresses the future expansion of Business Park Drive through right-of-way dedication and establishes development standards specific to the existing conditions of the property. Stipulations have been made to ensure that future development is compliant with standards in effect at that time. For these reasons, Town Staff recommends approval of the a requested Planned Development.

Planning and Zoning Commission Recommendation:

On September 15, 2026, the Planning and Zoning Commission recommended denial of the request by a vote of 5-1. Commissioner Butler voted in opposition, and Chair Damon Jackson was absent.

Proposed Motion:

I move to approve/deny the request for a rezoning from Agriculture to Planned Development for Light Industrial Buildings on Collin County School Land Survey 12, Abstract 147, Tract 179, on 2.0± acres, located on the west side of Business Park Drive and 1,095± feet south of First Street. (ZONE-26-0004)

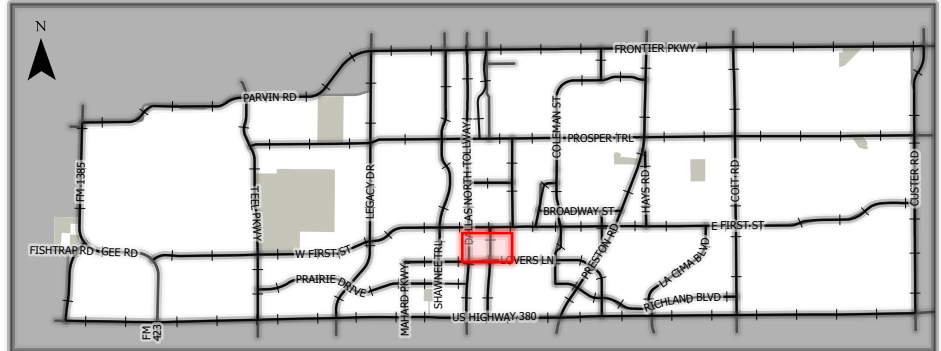
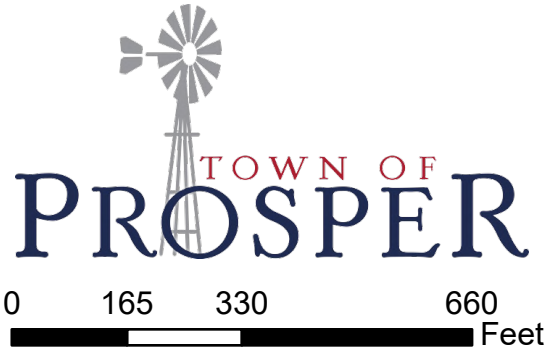
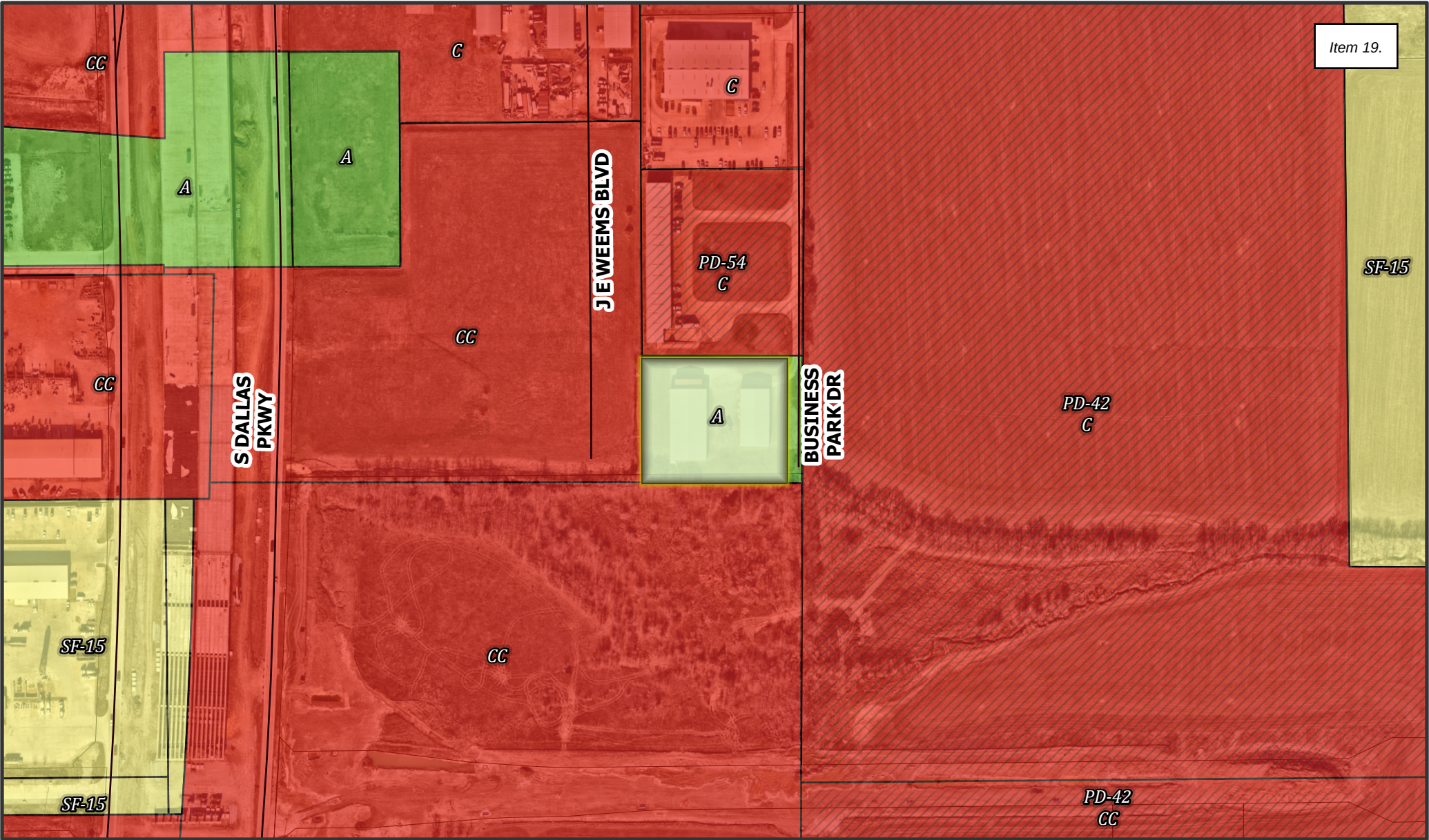


This map for illustration purposes only

ZONE-26-0004

490 Business Park

Planned Development



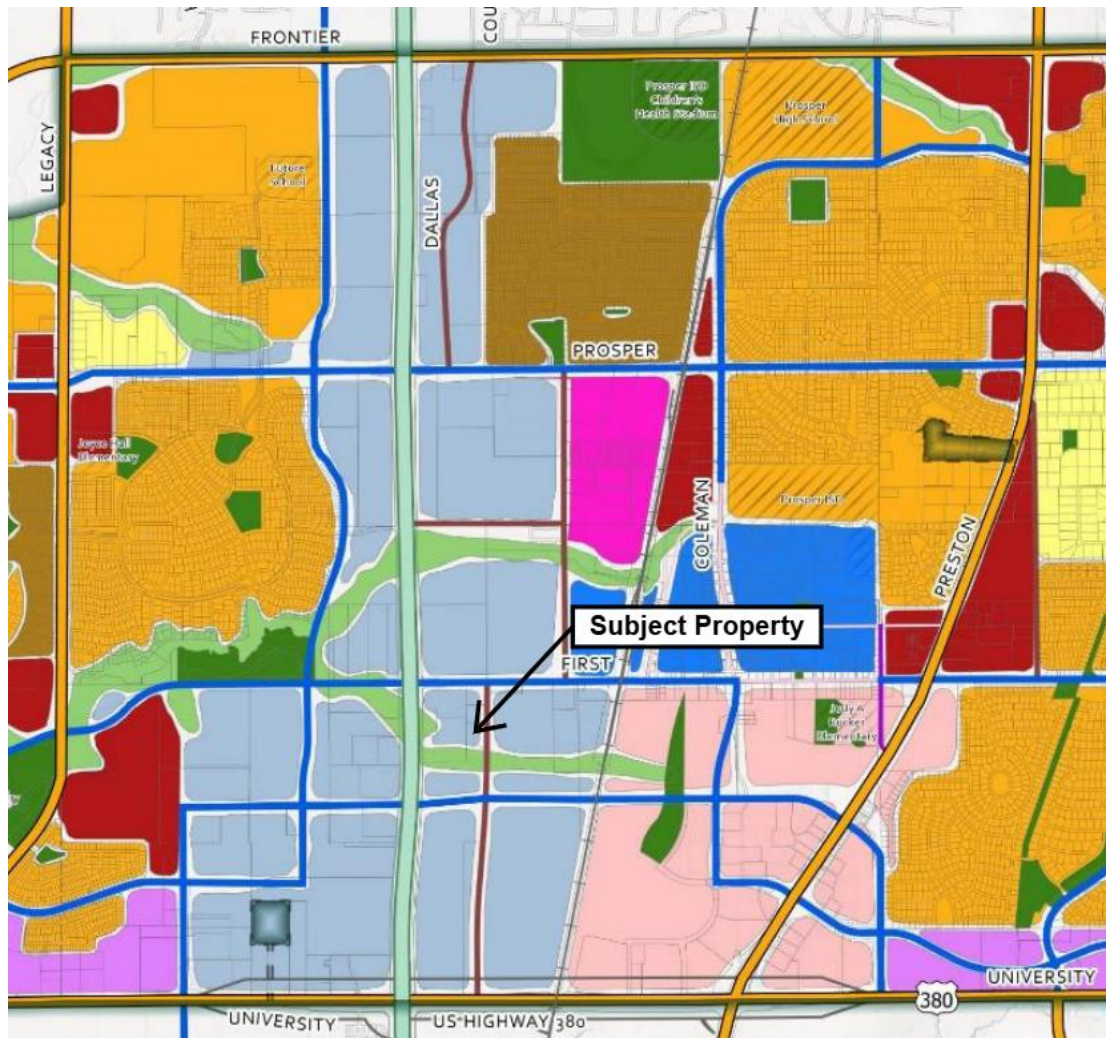
ZONE-26-0004

490 Business Park

Planned Development

This map for illustration purposes only

Future Land Use Exhibit



Being a 1.999-acre tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, being all of that same tract of land conveyed to Crossland Texas Industrial, LLC by deed recorded in Instrument No. 2024000086619, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found with a cap stamped "Votex RPLS 4818" for corner, said point being the Southwest corner of Lot 2, Block A of Warren / Avant-Garde Addition, an addition to Collin County, Texas, according to the plat thereof recorded in Instrument No. 2006--615 of the Plat Records of Collin County, Texas, same being the Northwest corner of said Crossland Texas Industrial, LLC tract and lying on the East line of a tract of land conveyed to Tollway First Partners, LP by deed recorded in Instrument No. 20140220000159450 of the Official Public Records of Collin County, Texas;

THENCE North 89 Degrees 57 Minutes 11 Seconds East, departing the East line of said Tollway First Partners, LP tract, with the South line of said Lot 2, a distance of 335.18 feet to a point for corner, said point being the Southeast corner of said Lot 2, same being the Northeast corner of said Crossland Texas Industrial, LLC tract, and lying on the West line of a tract of land conveyed to Godwin Investments, Ltd. by deed recorded in Volume 5951, Page 1651 of the Deed Records of Collin County, Texas, from which a 1/2 inch iron rod found for reference bears North 85 Degrees 57 Minutes 30 Seconds West, a distance of 0.22 feet;

THENCE South 00 Degrees 16 Minutes 37 Seconds West, with the West line of said Godwin Investments, Ltd. tract, a distance of 260.93 feet to a 5/8 inch iron rod found for corner, said point being the Southeast corner of said Crossland Texas Industrial, LLC tract, same being the Northeast corner of a tract of land conveyed to Godwin Investments, Ltd. by deed recorded in Instrument No. 20190829001064690, of the Official Public Records of Collin County, Texas;

THENCE South 89 Degrees 57 Minutes 11 Seconds West, departing the West line of said first-referenced Godwin tract, and with the North line of said second-referenced Godwin tract, a distance of 332.38 feet to a 1/2 inch iron pipe found for corner, said point being the Southeast corner of said Tollway First Partners, LP tract, same being the Southwest corner of said Crossland Texas Industrial, LLC tract;

THENCE North 00 Degrees 20 Minutes 15 Seconds West, departing the North line of said second-referenced Godwin tract, and with the East line of said Tollway First Partners, LP tract, a distance of 260.93 feet to the POINT OF BEGINNING and containing 87,092 square feet or 1.999 acres of land, more or less.

EXHIBIT A-1

METES AND BOUNDS EXHIBIT

1.999 ACRES OUT OF THE
COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
COLLIN COUNTY, TEXAS

JOB No. TR-185-25

DRAWN BY: JCN

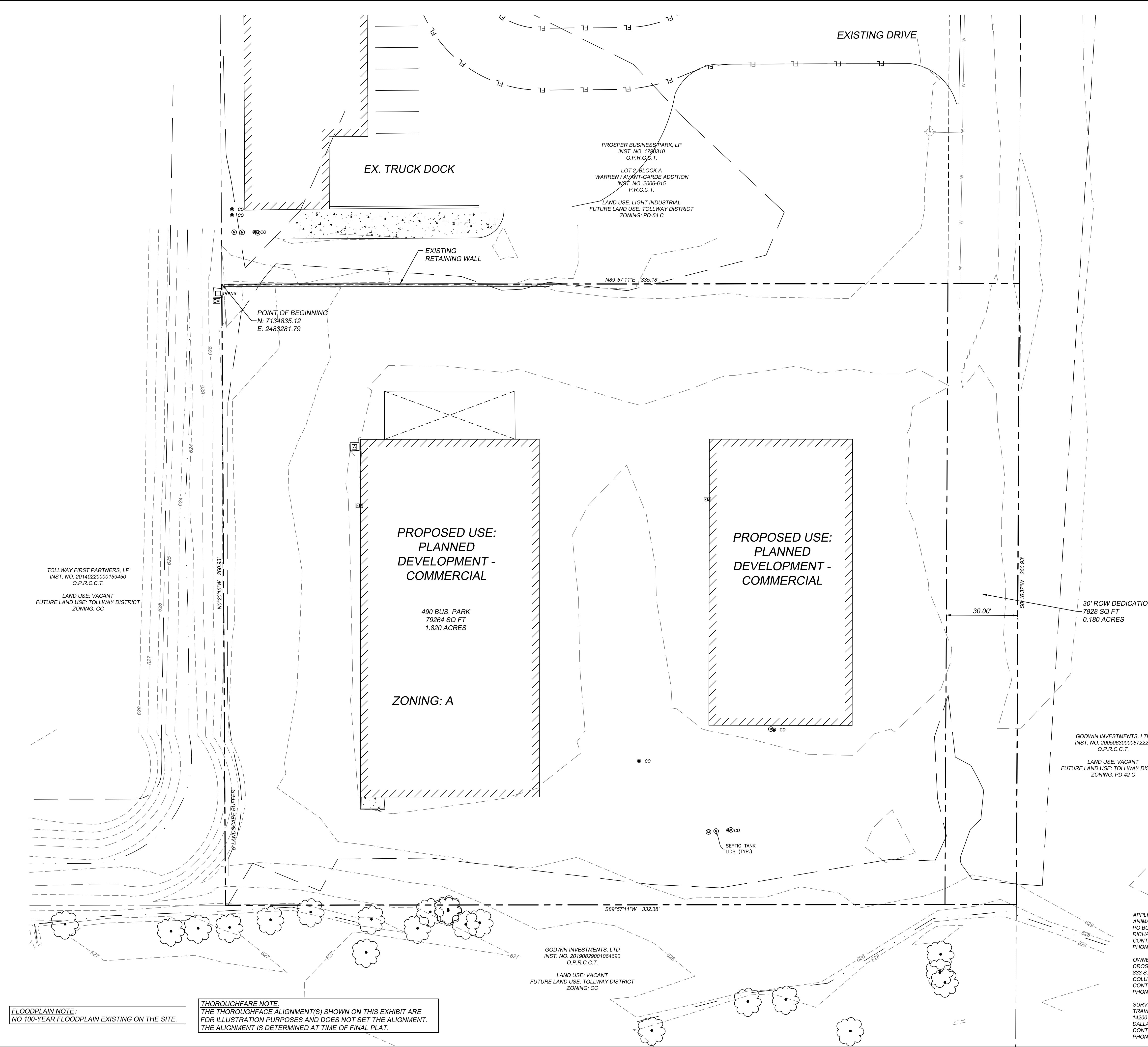
DATE: 04/17/2026

SCALE: 1"=20'



COLE CARPENTER
TEXAS RPLS NO. 6892

TRAVERSE
LAND SURVEYING LLC
Surveying | Construction Staking | Platting
14200 Midway Road, Suite 130
Dallas, TX 75224 T: 469.784.4444
W: TraverseLandSurveying.com
Texas Firm No. 1019461



Land Description

Being a 1.999-acre tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, being all of that same tract of land conveyed to Crossland Texas Industrial, LLC by deed recorded in Instrument No. 20240000886619, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

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THENCE North 00 Degrees 20 Minutes 15 Seconds West, departing the North line of said second-referenced Godwin tract, and with the East line of said Tollway First Partners, LP tract, a distance of 260.93 feet to the POINT OF BEGINNING and containing 87,092 square feet or 1.999 acres of land, more or less.

APPLICANT:
ANIMAS CIVIL ENGINEERING, LLC
PO BOX 830974
RICHARDSON, TX 75083
CONTACT: MICHAEL DOGGETT, P.E.
PHONE: 214-803-1099

OWNER:
CROSSLAND TEXAS INDUSTRIAL, LLC
833 S. EAST AVE.
COLUMBUS, KS 66725
CONTACT: ROCKY HUSSMAN
PHONE: 972-347-5659

SURVEYOR:
TRAVERSE LAND SURVEYING, LLC
14200 MIDWAY ROAD, SUITE 130
DALLAS, TX 75224
CONTACT: GRAYSON CEBALLOS
PHONE: 469-784-9321

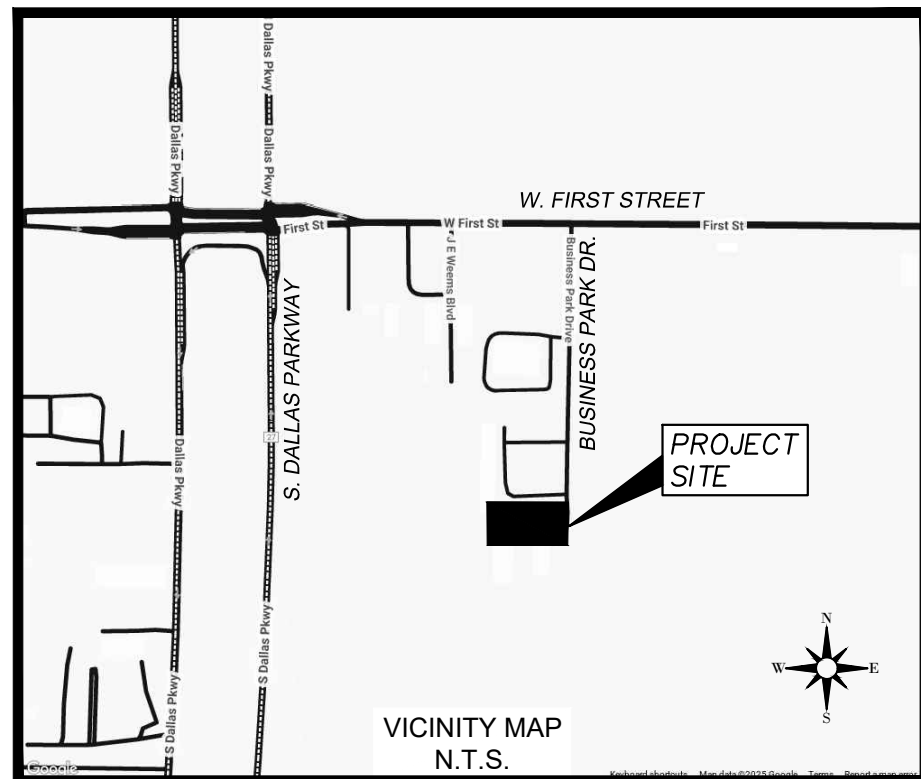
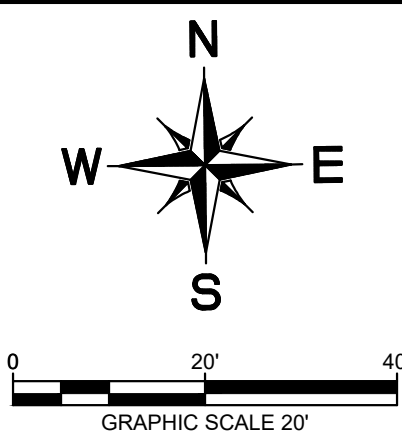


EXHIBIT 'A-2'
PROPERTY EXHIBIT
ZONE-26-0004
490 BUSINESS PARK
1.999 ACRES
PREPARED DATE: 08/06/26

[illegible]

ZONE-26-0004

EXHIBIT B

STATEMENT OF INTENT AND PURPOSE

The intent and purpose of this Zoning change request from Agriculture (A) to Planned Development Commercial (PD-C) is to allow the existing vacant buildings constructed in 2009 to operate with commercial uses on the approximate 1.999-acre lot.

ZONE-26-0004

EXHIBIT C

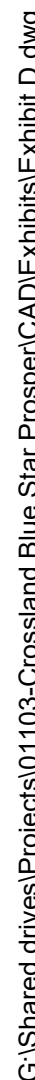
PLANNED DEVELOPMENT STANDARDS

The proposed development will conform to the development standards of the Commercial District of the Town of Prosper's Unified Development Code, as it exists or may be amended, except as otherwise set forth in these Development Standards.

1. Development Plans
 - a. Concept Plan: The tract shall be developed in general accordance with the attached concept plan, set forth in Exhibits D.
 - b. Elevations: The tract shall be developed in general accordance with the attached elevations, set forth in Exhibits F.
2. Uses. The list of permitted uses within this Planned Development is shown below. Uses followed by an **S** are permitted by Specific Use Permit (SUP) and uses followed by a **C** are permitted subject to conditional development standards.
 - Administrative, Medical or Professional Office
 - Antique Shop and Used Furniture
 - Artisan's Workshop
 - Auto Parts Sale, Inside
 - Automobile Repair, Major, **C & S**
 - Automobile Repair, Minor, **C** (*use allowed by right without an SUP*)
 - Building Material and Hardware Sales, Minor
 - Business Service
 - Cabinet/Upholstery Shop
 - Contractor's Shop (No Outdoor Storage), **S**
 - Equipment and Machinery Sales and Rental, Minor
 - Furniture, Home Furnishings and Appliance Store
 - Furniture Restoration
 - Health/Fitness Center
 - Indoor Gun Range, **S**
 - Limited Assembly and Manufacturing Use Complying with Performance Standards
 - Locksmith/Security System Company
 - Office/Showroom
 - Office/Warehouse
 - Print Shop, Minor
 - Repair Service, Indoor
 - Research and Development Center, **C**
 - Retail/Service Incidental Use
 - Veterinarian Clinic and/or Kennel, Indoor, **C**

3. Regulations:

- a. Buildings will be allowed to remain as is, as long as no expansions or additions are made. Only maintenance and repairs will be allowed.
- b. A twenty (20) foot landscape easement along Business Park Drive is provided as shown on Exhibit D.
- c. A detention pond for the existing development will be an above-ground dry pond and amenitized with 24" tall shrubs planted a minimum 36" on center, solid Bermuda sod and a permanent irrigation system. The detention pond will be maintained to keep landscape well-manicured, free from trash and/or debris, and prevent the intrusion of unwanted vegetation and sediment build-up. If the property is redeveloped, the detention pond requirements applicable at that time shall be met.
- d. Business Park Drive will need to be brought to current width standards and may be done so with asphalt. However, if within ten (10) years Business Park Drive has not been brought up to all current standards, it will have to be reconstructed to current standards at owner's expense. Additionally, if during the interim time period an occasion arises that emergency or maintenance equipment is required to traverse the existing roadway, any damage done will be required to be repaired at the owner's expense.
- e. Open space for the existing development shall be 8% of the net lot area. Open space cannot include vehicular paving, required parking lot landscape islands, building footprints, utility yards, required landscape setbacks, sidewalk and detention ponds. If the property is redeveloped, open space shall be provided in compliance with the Unified Development Code standards applicable at that time.

[illegible]

© 2026 ANIMAS CIVIL
ENGINEERING, LLC
PHONE: 214-803-1099
TX F-26500

CROSSLAND BLUE STAR PROSPER

490 BUSINESS PARK
DRIVE
PROSPER, TEXAS

SHEET TITLE:

CONCEPTUAL PLAN

ACE PROJECT: 01103
DATE JULY 2026
SCALE AS SHOWN
DRAWN BY: MD
SHEET NUMBER

BUILDING 'A' - SOUTH ELEVATION

NOT TO SCALE



BUILDING 'A' - EAST ELEVATION

NOT TO SCALE



APPLICANT:
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RICHARDSON, TX 75083
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PHONE: 214-803-1099

OWNER:
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COLUMBUS, KS 66725
CONTACT: ROCKY HUSSMAN
PHONE: 972-347-5659

ZONE-26-0004
490 BUSINESS PARK
PREPARED 05/21/26

EXHIBIT 'F'

BUILDING 'A' - NORTH ELEVATION

NOT TO SCALE



BUILDING 'A' - WEST ELEVATION

NOT TO SCALE



APPLICANT:
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ZONE-26-0004
490 BUSINESS PARK
PREPARED 05/21/26

EXHIBIT 'F'

BUILDING 'B' - SOUTH ELEVATION

NOT TO SCALE



BUILDING 'B' - EAST ELEVATION

NOT TO SCALE



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ZONE-26-0004
490 BUSINESS PARK
PREPARED 05/21/26

EXHIBIT 'F'

BUILDING 'B' - NORTH ELEVATION

NOT TO SCALE



BUILDING 'B' - WEST ELEVATION

NOT TO SCALE

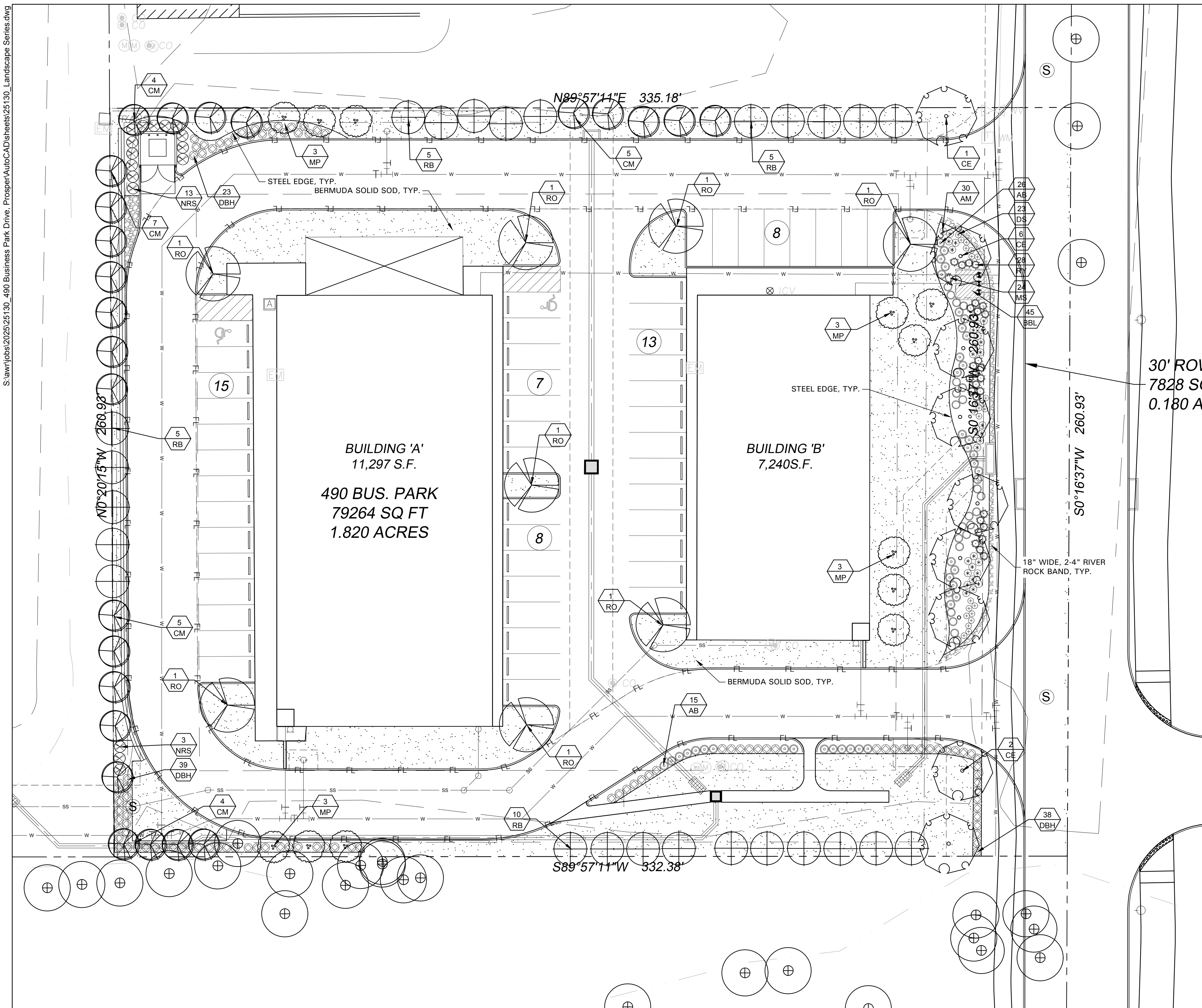


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ZONE-26-0004
490 BUSINESS PARK
PREPARED 05/21/26

EXHIBIT 'F'



Site Area: 79,264 s.f.	
REQUIRED	PROVIDED
6341 s.f. landscape	7670 s.f. landscape
	**detention area not included in open space calculation

PLANT SCHEDULE					
QTY	LABEL	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTES
SHADE TREES					
9	CE	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	12' ht., 4' spread, matching
7	RO	Texas Red Oak	<i>Quercus texana</i>	3" cal.	12' ht., 4' spread, matching
ORNAMENTAL TREES					
25	CM	Crepe Myrtle 'Tuscarora'	<i>Lagerstromia indica 'Tuscarora'</i>	30 gal.	8' ht. 3' spread, matching
12	MP	Mexican Plum	<i>Prunus mexicana</i>	30 gal.	8' ht., 4' spread min.
25	RB	Oklahoma Redbud	<i>Cercis reniformis 'Oklahoma'</i>	30 gal.	8' ht., 4' spread, 3 trunk min.
SHRUBS					
41	AB	Glossy Abelia	<i>Abelia grandiflora</i>	5 gal.	full, 24" spread, 36" o.c.
30	AM	Autumn Blush Muhly	<i>Muhlenbergia capillaris</i>	5 gal.	full, 30" o.c.
100	DBH	Dwarf Burford Holly	<i>Ilex cornuta 'Burford Nana'</i>	5 gal.	full, 20" spread, 36" o.c.
23	DS	Dwarf Spirea 'Little Bonnie'	<i>Spiraea bumalda 'Little Bonnie'</i>	5 gal.	full, 18" sprd, 24" o.c.
24	MS	Morning Light Miscanthus	<i>Miscanthus sinensis 'Morning Light'</i>	5 gal.	full, 20" spread, 36" o.c.
13	NRS	Nellie R Stevens Holly	<i>Ilex x 'Nellie R. Stevens'</i>	7 gal.	full, 40" o.c.
28	RY	Red Yucca	<i>Hesperaloe parvifolia</i>	5 gal.	full, 24" sprd, 30" o.c.
GROUND COVER/VINES/GRASS					
45	BBL	Big Blue Liriope	<i>Liriope muscari 'Big Blue'</i>	1 gal.	full, 18" o.c.
		Bermuda Solid Sod	<i>Cynodon dactylon</i>		
		2-4" River Rock			

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.

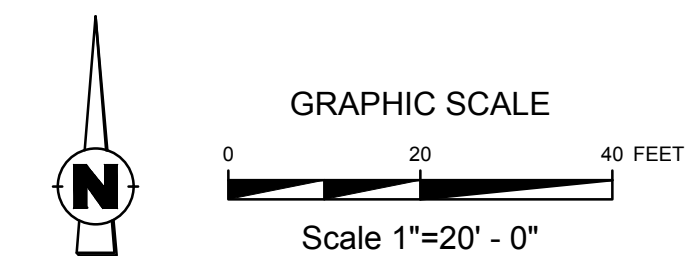
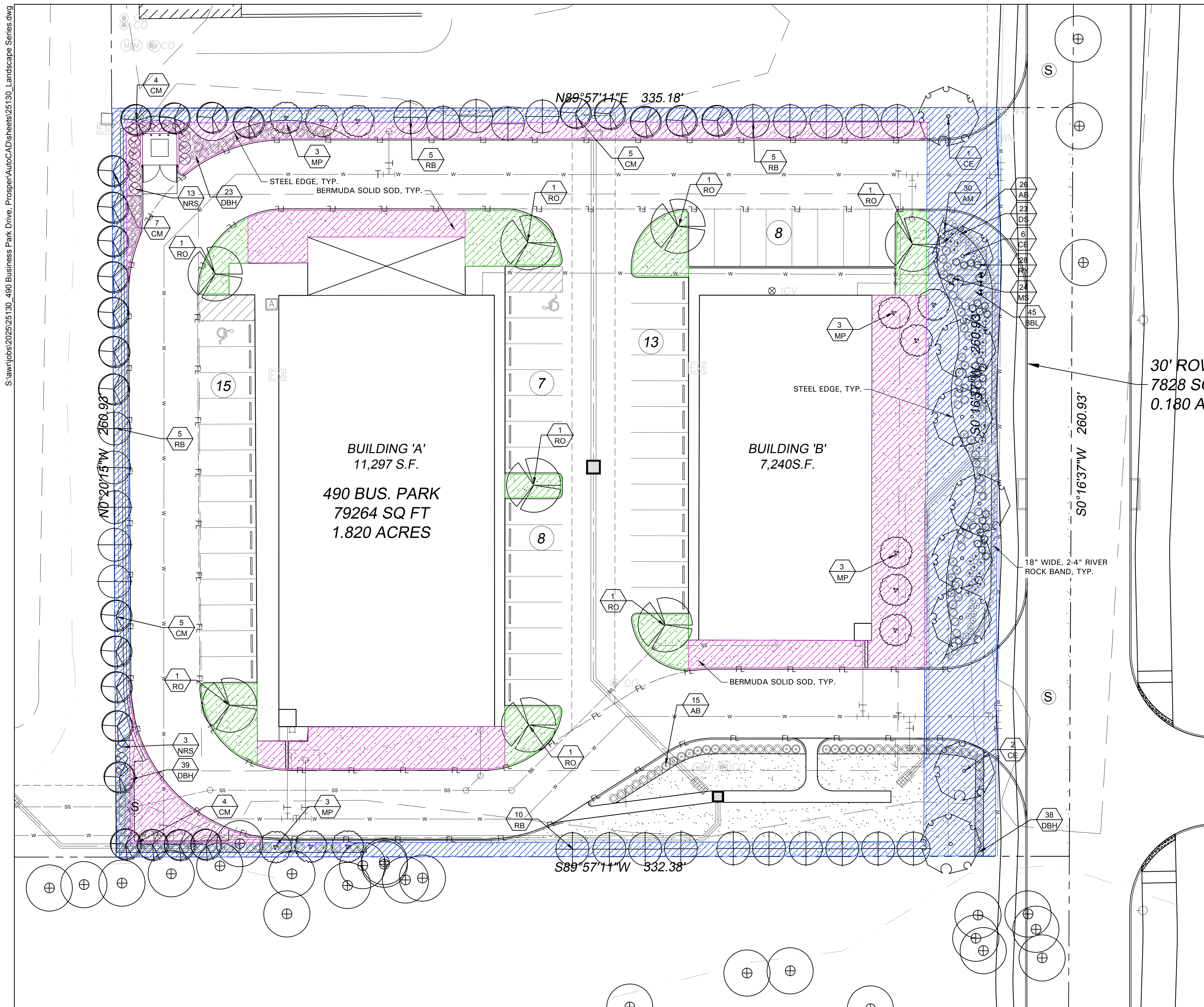


EXHIBIT 'G'
CONCEPTUAL LANDSCAPE PLAN
ZONE-26-0004
490 BUSINESS PARK
1.999 ACRES
PREPARED DATE: 06/2/26



AWR Designs, LLC
P.O. Box 1746
Aledo, Texas 76008
amanda@awr-designs.com
c. 512.517.5589

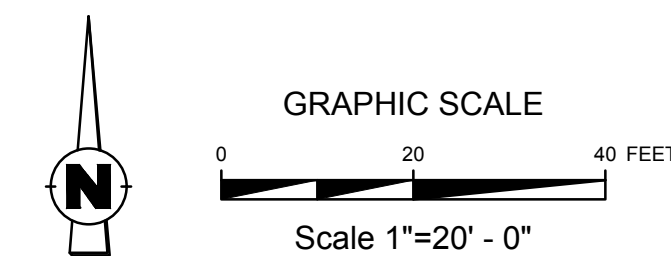
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**detention area not included in open space calculation

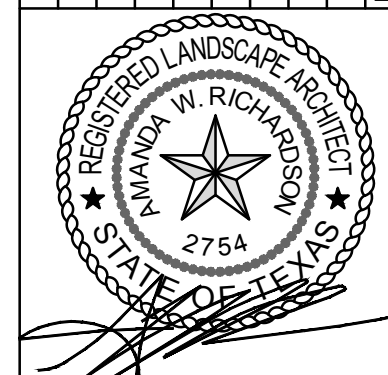
GROUNDCOVER/VINES/GRASS				
45	BBL	Big Blue Liriope Bermuda Solid Sod 2-4" River Rock	<i>Liriope muscari</i> 'Big Blue' <i>Cynodon dactylon</i>	1 gal. full, 18" o.c.

Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. Trees shall have a strong central leader and be of matching specimens. All plant material shall meet or exceed remarks as indicated.



TOWN OF PROSPER LANDSCAPE GENERAL NOTES:
STANDARD LANGUAGE AND/OR NOTATIONS: AS FOLLOWS:

1. ALL PLANTING SHALL BE ACCORDING TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1)
2. ALL PLANT SUBSTITUTIONS ARE SUBJECT TO TOWN APPROVAL AND MUST BE COUNTERSIGNED BY THE TOWN ENGINEER.
3. GROUND COVERS USED IN LIEU OF TURF GRASS MUST PROVIDE COMPLETE COVERAGE WITHIN THE SPECIFIED PLANTING AND MAINTAIN Adequate COVERAGE AS APPROVED BY THE TOWN.
4. TREES MUST BE PLANTED FOUR (4) FEET OR GREATER FROM CURBS, DRIVEWAYS, SIDEWALKS, AND BUILDINGS. STRUTTED TREES, OR SINGLE TRUNK TREES SHALL HAVE A SINGLE STRAIGHT LEADER, AND ALL BRANCHES SHALL BE FULLY SUPPORTED BY THE TRUNK. MAJOR DAMAGE TO TRUNKS, OR BRANCHES, WILL BE CAUSE FOR FORMAL.
5. ALL ROOT FLEES SHALL BE SET AT THREE (3) TO FOUR (4) INCHES ABOVE SURFACE OF GROUND.
6. THE TREE PIT SHALL BE BACKFILLED WITH NATIVE TOPSOIL FREE OF ROCKS AND DEBRIS.
7. BURLAP, TYPING, AND WIRE BASKETS SHALL BE SEVERED AND REMOVED FROM THE TOP OF THE ROOT BALL.
8. MULCH SHALL BE PROVIDED ALONG THE BASE OF THE PLANTED TREE. THE MULCH SHALL BE PULVED BACK 1-2" FROM THE TRUNK OF THE TREE.
9. TREES SHALL NOT BE PRUNED OR TRIMMED FOR ANY REASON, INCLUDING PRUNING TECHNIQUES INCLUDING, BUT NOT LIMITED TO, TOPPING OR WHIPPING. TRIMMING SHALL BE LIMITED TO THE REMOVAL OF DEAD, DISEASED, OR USE OF FIRE OR POISON FOLLOWING THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1) GUIDELINES ON PRUNING AND MAINTENANCE.
10. TREES SHALL BE BE PLANTED AT A MINIMUM HEIGHT OF 10 FEET IN PLANTING AREAS. SOIL SHALL BE FREE OF STONES, ROOTS, AND CLOSURE AND ANY OTHER MATERIAL THAT IS NOT BENEFICIAL FOR PLANT GROWTH.
11. ALL PLANT BEDS SHALL BE TOP-DRESSED WITH A MINIMUM OF THREE (3) INCHES OF MULCH.
12. ALL PLANTING AREAS, WALKWAYS AND PARKING SHALL HAVE A MINIMUM CLEARANCE BRANCH HEIGHT OF SEVEN (7) FEET. TREES OVERHANGING PUBLIC STREET SHALL BE TRIMMED TO A MINIMUM CLEARANCE BRANCH HEIGHT OF SEVEN (7) FEET. A BRANCH HEIGHT OF FOURTEEN (14) FEET.
13. A VISIBILITY TRIANGLE MUST BE PROVIDED AT ALL INTERSECTIONS, WHERE THE VISION OF A DRIVER MUST BE UNOBSCURED BY TREES, BUSHES, OR OTHER PLANTS. SHALL HAVE A MINIMUM CLEAR TRUNK HEIGHT OF NINE (9) FEET.
14. ALL PLANTING SHALL BE PLANTED AT A MINIMUM HEIGHT OF 10 FEET AT THE AVERAGE GRADE OF THE UPHILL SLOPE.
15. ALL AREAS OF LESS THAN THREE (3) FEET IN WIDTH SHALL BE GRASS, ASPHALT, OR CONCRETE.
16. LANDSCAPE TENANT, AND/OR THEIR AGENTS, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE, ESTABLISHMENT, AND PERFORMANCE OF PLANT MATERIAL. ALL LANDSCAPING SHALL BE MAINTAINED TO THE STANDARD ORDERED BY THE TOWN. MAINTENANCE SHALL INCLUDE: MOULDING, EDDING, PRUNING, FERTILIZING, WATERING, DE-WEEDING, AND WEEDING.
17. PLANT MATERIAL THAT IS DAMAGED, DESTROYED, OR REMOVED SHALL BE REPLACED WITH PLANTS MEETING MINIMUM SPECIFICATIONS PER LANDSCAPE PLAN. THE REPLACING OF GROUND COVER AREAS TO BE ESTABLISHED PRIOR TO RECEIPT OF CERTIFICATE OF OCCUPANCY, UNLESS OTHERWISE APPROVED BY THE TOWN ENGINEER.
18. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE PROVIDED TO IRRIGATE ALL LANDSCAPE AREAS INTO STREETS, SIDEWALKS, OR ALLEYS.
19. ALL PLANTING AREAS SHALL BE PLANTED TO A MINIMUM OF 1" TO 1 FT VERTICAL).
20. EXISTING UTILITIES SHALL NOT INCLUDE CONSTRUCTION DEPT.
21. ALL WALKWAYS SHALL MEET ADA AND TS REQUIREMENTS.
22. LANDSCAPE INSTALLATION MUST COMPLY WITH APPROVED LANDSCAPE PLAN. ALL SUBSTITUTIONS SHALL BE APPROVED BY THE TOWN ENGINEER PRIOR TO FINAL ACCEPTANCE BY THE TOWN AND/OR OBTAINING A CERTIFICATE OF OCCUPANCY.
23. INSPECTION AND APPROVAL OF SCREENING WALLS, IRRIGATION, AND LANDSCAPE IS SUBJECT TO ALL PUBLIC UTILITIES, INCLUDING BUT NOT LIMITED TO, ELECTRIC, WATER, GAS, AND CABLE. ANY VIOLATIONS OF THE TOWN APPEARANCES BEING ASSESSING, ADJUSTED TO GRADE, AND TO THE TOWN OF PROSPER PUBLIC WORKS DEPARTMENT STANDARDS.
24. A MINIMUM OF 10% OF THE PLANTING AREAS SHALL BE IN THE ZONING ORDINANCE AND APPROVED LANDSCAPE PLANS ARE TAKEN SERIOUSLY BY THE TOWN AND PARKS DEPARTMENT.
25. WITHOUT WRITTEN APPROVAL FROM A PARKS REPRESENTATIVE MAY RESULT IN REJECTION OF SOME OR ALL PLANTS, THEREBY DELAYING RECEIPT OF A CERTIFICATE OF OCCUPANCY.
26. ALL PLANTS, TREES, AND BUSHES THAT ARE NOT SPECIFIED IN THE ORDINANCE ARE STRONGLY ENCOURAGED TO NOTIFY THE PARKS DEPARTMENT TO OBTAIN APPROVAL PRIOR TO PLANTING.
27. CALL PARKS AND RECREATION AT (972) 500-1160 AT LEAST FORTY (48) HOURS PRIOR TO THE FOLLOWING SENSATIONS:
28. PLANTING ALIGNMENT
29. BERM CONSTRUCTION & GRADING
30. SPECIALTY ALIGNMENT
31. FINAL INSPECTION



CIVIL ENGINEERING
© 2025 ANIMAS CIVIL
ENGINEERING, LLC
PHONE: 214-803-1099
TX F-26500

CROSSLAND BLUE STAR PROSPER

490 BUSINESS PARK
DRIVE
PROSPER, TEXAS

SHEET TITLE:

CONCEPTUAL
LANDSCAPE PLAN

ACE PROJECT: 01103
DATE AUGUST 2025
SCALE AS SHOWN
DRAWN BY: MD
SHEET NUMBER

490 BUSINESS PARK DEVELOPMENT AGREEMENT

THIS 490 BUSINESS PARK DEVELOPMENT AGREEMENT ("Agreement") is entered into by and between the Town of Prosper, Texas ("Town"), and Crossland Texas Industrial, LLC ("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 490 Business Park ("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 _____, 2026, 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. Covenant Running with the Land. 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.

3. 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.

4. Periodic Review of the Property's Zoning by the Town Council. The Town Council reserves the right to periodically review the progress and/or scope of development of the Property pursuant to the terms of any zoning regulations applicable to the Property, and in the event any amendment(s) or revision(s) to said zoning regulations are deemed reasonably appropriate and have the written approval of the Developer, the Town may provide appropriate notices for Town consideration of same, pursuant to the provisions of Chapter 211 of the Texas Local Government Code, as amended, and the Town's Zoning Ordinance, as amended.

5. Certain Business Establishments Prohibited. 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.

6. 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.

7. 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

8. 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.

9. 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: Crossland Texas Industrial, LLC
 c/o Ivan Crossland
 833 S. East Avenue
 Columbus, KS 66725

10. 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).

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. Third-Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any Third-Party not a signatory to this Agreement, and the Parties do not intend to create any third-party beneficiaries by entering into this Agreement.

26. 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.

27. 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.

(REMINDER OF PAGE INTENTIONALLY LEFT BLANK)

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 _____, 2026, 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:**Crossland Texas Industrial, LLC**By: _____
Name: Ivan Crossland

Title: _____

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2026, by Ivan Crossland on behalf of Crossland Texas Industrial, LLC, 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.

Notary Public, State of Texas
My Commission Expires:

EXHIBIT A **(Property Description & Depiction)**

Land Description

Being a 1.999-acre tract of land situated in the Collin County School Land Survey, Abstract No. 147, Collin County, Texas, being all of that same tract of land conveyed to Crossland Texas Industrial, LLC by deed recorded in Instrument No. 2024000086619, of the Official Public Records of Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found with a cap stamped "Votex RPLS 4818" for corner, said point being the Southwest corner of Lot 2, Block A of Warren / Avant-Garde Addition, an addition to Collin County, Texas, according to the plat thereof recorded in Instrument No. 2006--615 of the Plat Records of Collin County, Texas, same being the Northwest corner of said Crossland Texas Industrial, LLC tract and lying on the East line of a tract of land conveyed to Tollway First Partners, LP by deed recorded in Instrument No. 20140220000159450 of the Official Public Records of Collin County, Texas;

THENCE North 89 Degrees 57 Minutes 11 Seconds East, departing the East line of said Tollway First Partners, LP tract, with the South line of said Lot 2, a distance of 335.18 feet to a point for corner, said point being the Southeast corner of said Lot 2, same being the Northeast corner of said Crossland Texas Industrial, LLC tract, and lying on the West line of a tract of land conveyed to Godwin Investments, Ltd. by deed recorded in Volume 5951, Page 1651 of the Deed Records of Collin County, Texas, from which a 1/2 inch iron rod found for reference bears North 85 Degrees 57 Minutes 30 Seconds West, a distance of 0.22 feet;

THENCE South 00 Degrees 16 Minutes 37 Seconds West, with the West line of said Godwin Investments, Ltd. tract, a distance of 260.93 feet to a 5/8 inch iron rod found for corner, said point being the Southeast corner of said Crossland Texas Industrial, LLC tract, same being the Northeast corner of a tract of land conveyed to Godwin Investments, Ltd. by deed recorded in Instrument No. 20190829001064690, of the Official Public Records of Collin County, Texas;

THENCE South 89 Degrees 57 Minutes 11 Seconds West, departing the West line of said first-referenced Godwin tract, and with the North line of said second-referenced Godwin tract, a distance of 332.38 feet to a 1/2 inch iron pipe found for corner, said point being the Southeast corner of said Tollway First Partners, LP tract, same being the Southwest corner of said Crossland Texas Industrial, LLC tract;

THENCE North 00 Degrees 20 Minutes 15 Seconds West, departing the North line of said second-referenced Godwin tract, and with the East line of said Tollway First Partners, LP tract, a distance of 260.93 feet to the POINT OF BEGINNING and containing 87,092 square feet or 1.999 acres of land, more or less.

EXHIBIT A-1

METES AND BOUNDS EXHIBIT

1.999 ACRES OUT OF THE
COLLIN COUNTY SCHOOL LAND
SURVEY, ABSTRACT NO. 147
COLLIN COUNTY, TEXAS

JOB No. TR-185-25
DATE: 04/17/2026

DRAWN BY: JCN
SCALE: 1"=20'



COLE CARPENTER
TEXAS RPLS NO. 6892



TRAVERSE
LAND SURVEYING LLC

Surveying | Construction Staking | Platting

14200 Midway Road, Suite 130
Dallas, TX 75224 T: 469.784.9321
W: TraverseLandSurveying.com
Texas Firm No. 10194631

[illegible]

EXHIBIT B
(Building Design and Materials)

EXTERIOR APPEARANCE OF BUILDINGS:

A. Architectural Standards

1. The tract shall be developed in general accordance with the elevations in Exhibit B.
2. Buildings will be allowed to remain as is, as long as no expansions or additions are made. Only maintenance and repairs will be allowed.

BUILDING 'A' - SOUTH ELEVATION



BUILDING 'A' - EAST ELEVATION



BUILDING 'A' - NORTH ELEVATION



BUILDING 'A' - WEST ELEVATION



BUILDING 'B' - SOUTH ELEVATION



BUILDING 'B' - EAST ELEVATION



BUILDING 'B' - NORTH ELEVATION



BUILDING 'B' - WEST ELEVATION



490 Business Park

Purpose: To rezone the subject property from Agriculture to a Planned Development to allow the two existing vacant buildings to accommodate commercial and light industrial uses.

The property contains approximately 2.0 acres and includes two existing buildings totaling approximately 18,537 square feet.

Building A contains 11,297 square feet, and Building B contains 7,240 square feet.

Aerial Map



Zoning Map

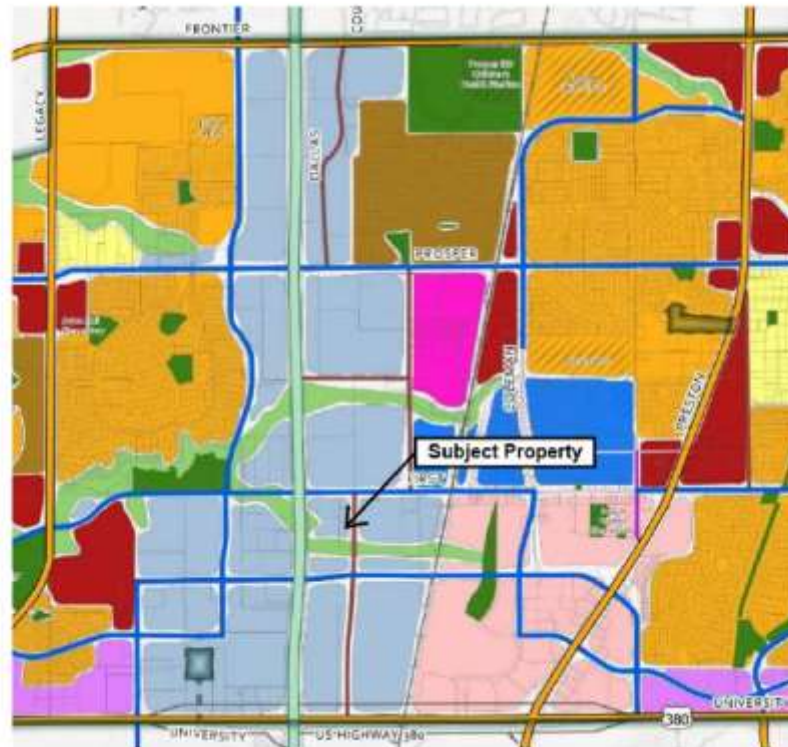


Surrounding Zoning

	Zoning	Current Land Use	Future Land Use Plan
Subject Property	Agricultural	Two Vacant Buildings	Dallas North Tollway District
North	Planned Development-54 (Commercial)	Light Industrial	Dallas North Tollway District
East	Planned Development-54 (Commercial)	Vacant	Dallas North Tollway District
South	Commercial Corridor (CC)	Vacant	Dallas North Tollway District
West	Commercial Corridor (CC)	Vacant	Dallas North Tollway District

Future Land Use Plan

Future Land Use Exhibit



District Regulations

	Commercial District (Unified Development Code)
Size of Yards	Front: 30' Side: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 30' (Adj. to Thoroughfare) 40' (1-Story Adj. to Residential) 60' (2-Story Adj. to Residential) Rear: 0' (Attached, Separate Lots) 15' (Adj. to Commercial) 40' (1-Story Adj. to Residential) 60' (2-Story Adj. to Residential)
Size of Lots	Area: 10,000 SF Width: 100' Depth: 100'
Maximum Height	Height: 40'
Lot Coverage	Maximum: 50%
Floor Area Ratio	Maximum: 0.5:1

Permitted Uses

By Right:

- Administrative, Medical, or Professional Office
- Antique Shop and Used Furniture
- Artisan's Workshop
- Auto Parts Sale, Inside
- Building Material and Hardware Sales, Minor
- Business Service
- Cabinet/Upholstery Shop
- Equipment and Machinery Sales and Rental, Minor
- Furniture, Home Furnishings and Appliance Store
- Furniture Restoration
- Health/Fitness Center
- Limited Assembly and Manufacturing Use Complying with Performance Standards
- Locksmith/Security System Company
- Office/Showroom
- Office/Warehouse
- Print Shop, Minor
- Repair Service, Indoor
- Retail/Service Incidental Use

Uses followed by an S are permitted by Specific Use Permit (SUP) and uses followed by a C are permitted subject to conditional development standards:

- Automobile Repair, Major, C & S
- Automobile Repair, Minor, C (use allowed by right without an SUP)
- Contractor's Shop (No Outdoor Storage), S
- Indoor Gun Range, S
- Research and Development Center, C
- Veterinarian Clinic and/or Kennel, Indoor, C

Building Materials

Buildings will be allowed to remain as is, as long as no expansions or additions are made. Only maintenance and repairs will be allowed.



BUILDING 'B' - NORTH ELEVATION

NOT TO SCALE



BUILDING 'B' - EAST ELEVATION

NOT TO SCALE



BUILDING 'B' - WEST ELEVATION

NOT TO SCALE



BUILDING 'B' - SOUTH ELEVATION

NOT TO SCALE



[illegible]

Perimeter Landscaping

- **Business Park Road:** 20-foot landscape buffer provided, exceeding the 15-foot minimum requirement to offset easements between the building and street.
- **Remaining Property Lines:** 5-foot landscape buffers provided along the north, west, and south property lines.
- **South Property Line:** Existing utilities limit the number of trees that can be accommodated within the landscape buffer.
- **Tree Mitigation:** 17 trees provided within the south buffer; remaining required trees relocated elsewhere on the property.
- **Shrubs:** 25 five-gallon shrubs provided along the south property line, exceeding the 22 required.

Landscaping

	Proposed Regulations (Development Standards)	Town Regulations (Unified Development Code)
Business Park Road	20' buffer 9 (3" cal.) trees 131 (5 gal.) shrubs	15' buffer 9 (3" cal.) trees 131 (5 gal.) shrubs
North Property Line	5' buffer 22 small trees 22 (5 gal.) shrubs	5' buffer 22 small trees 22 (5 gal.) shrubs
West Property Line	5' buffer 17 (3" cal.) trees 17 (5 gal.) shrubs	5' buffer 17 (3" cal.) trees 17 (5 gal.) shrubs
South Property Line	5' buffer 17 trees, remainder added elsewhere on property to avoid utilities 25 (5 gal.) shrubs	5' buffer 22 small trees 22 (5 gal.) shrubs

Recommendation

Noticing:

- Friday, September 25th – No Response

Town Staff Recommendation:

- Town Staff recommends approval of the Planned Development.

Planning and Zoning Commission Recommendation:

- On September 15, 2026, the Commission voted to deny the request by a vote of 5-1.