



*Prosper is a place where everyone matters.*

**Agenda**  
**Prosper Town Council Meeting**  
Prosper Town Hall, Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, January 24, 2023  
**6:15 PM**

Welcome to the Prosper Town Council Meeting.

Citizens may watch the meeting live by using the following link:  
<https://prosper.tx.new.swagit.com/views/378/>

**Addressing the Town Council:**

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

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

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

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

Citizens and other visitors attending Town Council meetings shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Town Council. Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing the Town Council or while attending the Town Council 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 of the Town Council. Disruption of a public meeting could constitute a violation of Section 42.05 of the Texas Penal Code.

**Call to Order/ Roll Call.**

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

**Announcements of recent and upcoming events.**

**Presentations.**

1. Receive a presentation from the Salvation Army of North Texas regarding the 2022 Mayors Red Kettle Challenge. (MLS)
2. Presentation of a Proclamation declaring February 2023 as Congenital Heart Defect Awareness Month. (MLS)



3. Presentation of a Proclamation declaring the week of January 14 -29, 2023 as Health for Humanity Yogathon. (MLS)
4. Receive a presentation and discuss the *Prosper Passport* event proposal. (RB)

**CONSENT AGENDA:**

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

5. Consider and act upon the minutes of the January 6, 2023, Town Council Special meeting. (MLS)
6. Consider and act upon the minutes of the January 7, 2023, Town Council Special meeting. (MLS)
7. Consider and act upon the minutes of the January 10, 2023, Town Council Work Session meeting. (MLS)
8. Consider and act upon the minutes of the January 10, 2023, Town Council meeting. (MLS)
9. Consider and act upon awarding CSP No. 2023-05-B to DDM Construction Corporation, related to construction services for the Teel/US 380 Intersection Improvements project; and authorizing the Interim Town Manager to execute a construction agreement for same. (HW)
10. Consider and act upon approving a Service Agreement with Flock Group, Inc. for the purchase of software and hardware situational awareness solution for automatic license plates, video, and audio detection; and authorizing the Interim Town Manager to execute documents for same. (DK)
11. Consider approving the purchase of a 2023 Chevrolet Silverado 1500 for Construction Inspection, a 2023 Chevrolet Silverado 1500 for Right of Way, and a 2023 Ford Maverick for Code Enforcement from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Interim Town Manager to execute the same. (JC)
12. Consider and act upon an ordinance granting a non-exclusive gas franchise to Atmos Energy Corporation. (RBS)
13. Conduct a public hearing and consider and act upon a request to rezone 0.1± acres from Single Family-15 (SF-15) to Downtown Office (DTO), on Lots 10A & 11B, located on the north side of Broadway Street, east of Coleman Street. (Z22-0017). (DS)
14. Conduct a public hearing and consider and act upon a request for a Specific Use Permit for a new Wireless Communications and Support Structure, on .2± acre, located on the north side of Prosper Trail, west of Legacy Drive. (S22-0011) (DS)
15. Conduct a public hearing and consider and act upon a request to amend a Specific Use Permit-19 (S-19) for a Child Care Center, Licensed on 2.3± acres, located on the north side of Prairie Drive, west of Legacy Drive. (S22-0010) (DS)
16. Consider and act upon a resolution expressing official intent to reimburse costs of Town capital improvement program projects that may be funded with proceeds of

bonds or other obligations, if those costs are paid prior to the issuance of such bonds or other obligations. (CL)

### **CITIZEN COMMENTS**

The public is invited to address the Council on any topic. However, the Council is unable to discuss or take action on any topic not listed on this agenda. Please complete a "Public Comment Request Form" and present it to the Town Secretary prior to the meeting. Please limit your comments to three minutes. If multiple individuals wish to speak on a topic, they may yield their three minutes to one individual appointed to speak on their behalf. All individuals yielding their time must be present at the meeting, and the appointed individual will be limited to a total of 15 minutes.

### **REGULAR AGENDA:**

If you wish to address the Council, please fill out a "Public Comment Request Form" and present it to the Town Secretary, preferably before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, individuals wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For individuals wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

### **Items for Individual Consideration:**

17. Conduct a public hearing and consider and act upon ordinances adopting the following International Codes with local amendments:

- A. 2021 Existing Building Code;
- B. 2021 Building Code;
- C. 2021 Residential Code;
- D. 2021 Plumbing Code;
- E. 2021 Mechanical Code;
- F. 2021 Fuel Gas Code;
- G. 2021 Energy Conservation Code;
- H. 2021 Property Maintenance Code;
- I. 2021 Fire Code;
- J. 2020 National Electric Code;

and repealing all prior versions of said International Codes, to the extent referenced in each applicable ordinance. The foregoing codes are contained in Chapter 3, "Building Regulations, " of the Town's Code of Ordinances, as amended. (BC)

### **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 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 551.089 - Deliberation of security information collected, assembled, or maintained by or for a governmental entity to prevent, detect or investigate criminal activity, pursuant to Section 2059.055 of the Texas Government Code, and all matters incident and related thereto.*

*Section 551.071– To discuss retention of legal services to assist in NEPA EIS evaluation, and all matters incident and related thereto.*

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

**Adjourn.**

### **CERTIFICATION**

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted at Prosper Town Hall, located at 250 W. First Street, Prosper, Texas 75078, a place convenient and readily accessible to the general public at all times, and said Notice was posted by 5:00 p.m., on Friday, January 20, 2023, and remained so posted at least 72 hours 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**

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

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





## MINUTES

**Prosper Town Council Special Meeting**  
Prosper Town Hall – Executive Conference Room  
250 W. First Street, Prosper, Texas  
Friday, January 6, 2023

*Prosper is a place where everyone matters.*

### **Call to Order/ Roll Call.**

The meeting was called to order at 8:00 p.m.

### **Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Jeff Hodges  
Deputy Mayor Pro-Tem Craig Andres  
Councilmember Marcus E. Ray  
Councilmember Amy Bartley  
Councilmember Chris Kern  
Councilmember Charles Cotten

### **Staff Members Present:**

Bob Scott, Executive Director of Administrative Services  
Michelle Lewis Sirianni, Town Secretary

### **EXECUTIVE SESSION:**

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

*Section 551.074 – To discuss and consider personnel matters, including Town Manager search and selection process, and all matters incident and related thereto.*

The Town Council did not meet in Executive Session; therefore, no action was taken.

### **Adjourn.**

The meeting was adjourned at 8:00 p.m.

These minutes approved on the 24<sup>th</sup> day of January 2023.

**APPROVED:**

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**David F. Bristol, Mayor**

**ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**



## MINUTES

**Prosper Town Council Special Meeting**  
Prosper Town Hall – Executive Conference Room  
250 W. First Street, Prosper, Texas  
Saturday, January 7, 2023

*Prosper is a place where everyone matters.*

### **Call to Order/ Roll Call.**

The meeting was called to order at 8:30 a.m.

### **Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Jeff Hodges  
Deputy Mayor Pro-Tem Craig Andres  
Councilmember Marcus E. Ray  
Councilmember Amy Bartley  
Councilmember Chris Kern  
Councilmember Charles Cotten

### **Staff Members Present:**

Bob Scott, Executive Director of Administrative Services  
Michelle Lewis Sirianni, Town Secretary

### **EXECUTIVE SESSION:**

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

*Section 551.074 – To discuss and consider personnel matters, including Town Manager search and selection process, and all matters incident and related thereto.*

*Section 551.071–To discuss possible litigation regarding U.S. 380 siting decisions, including alternate routes and environmental studies matters, and all matters incident and related thereto.*

The Town Council recessed into Executive Session at 8:30 a.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 2:42 p.m.

Mayor Pro-Tem Hodges made a motion to start contract negotiations for the position of Town Manager with the selected candidate. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

### **Adjourn.**

The meeting was adjourned at 2:45 p.m.

These minutes approved on the 24<sup>th</sup> day of January 2023.

**APPROVED:**

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**David F. Bristol, Mayor**

**ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**

DRAFT





## MINUTES

**Prosper Town Council Work Session**  
Prosper Town Hall – Council Chambers  
250 W. First Street, Prosper, Texas  
Tuesday, January 10, 2023

*Prosper is a place where everyone matters.*

### **Call to Order/ Roll Call.**

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

### **Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Jeff Hodges  
Deputy Mayor Pro-Tem Craig Andres  
Councilmember Marcus E. Ray  
Councilmember Amy Bartley  
Councilmember Chris Kern  
Councilmember Charles Cotten

### **Staff Members Present:**

Michelle Lewis Sirianni, Town Secretary  
Terry Welch, Town Attorney  
Robyn Battle, Executive Director of Community Services  
Bob Scott, Executive Director of Administrative Services  
Chuck Ewings, Executive Director of Development and Infrastructure Services  
Hulon Webb, Engineering Director  
Leigh Johnson, IT Director  
Todd Rice, Communications Manager  
Doug Kowalski, Police Chief

### **Items for Individual Consideration**

#### **1. Social Media Training (RB/MR)**

Mr. Rylander with Strategies 360 presented tips and messaging essentials for public officials on various social media platforms.

### **Adjourn.**

The meeting was adjourned at 5:59 p.m.

These minutes approved on the 24<sup>th</sup> day of January 2023.

**APPROVED:**

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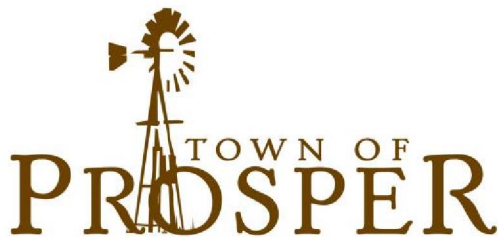
**David F. Bristol, Mayor**

**ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**

DRAFT



*Prosper is a place where everyone matters.*

## MINUTES

**Prosper Town Council Meeting**  
Council Chambers  
Prosper Town Hall  
250 W. First Street, Prosper, Texas  
Tuesday, January 10, 2023

### **Call to Order/ Roll Call.**

The meeting was called to order at 6:15 p.m.

### **Council Members Present:**

Mayor David F. Bristol  
Mayor Pro-Tem Jeff Hodges  
Deputy Mayor Pro-Tem Craig Andres  
Councilmember Marcus E. Ray  
Councilmember Amy Bartley  
Councilmember Chris Kern  
Councilmember Charles Cotton

### **Staff Members Present:**

Ron K. Patterson, Interim Town Manager  
Terry Welch, Town Attorney  
Michelle Lewis Sirianni, Town Secretary  
Robyn Battle, Executive Director of Community Services  
Bob Scott, Executive Director of Administrative Services  
Chuck Ewings, Executive Director of Development and Infrastructure Services  
Hulon Webb, Engineering Director  
Leigh Johnson, IT Director  
Mary Ann Moon, Economic Development Director  
David Soto, Planning Manager  
Todd Rice, Communications Manager  
Stuart Blasingame, Fire Chief  
Bryan Ausenbaugh, Fire Marshal  
Doug Kowalski, Police Chief

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

Mike Martin with Hope Fellowship led the invocation. The Pledge of Allegiance and the Pledge to the Texas Flag were recited.

### **Announcements of recent and upcoming events.**

Councilmember Kern made the following announcements:

Residents are still able to drop off their live Christmas tree through January 13 at the drop-off site located at Tucker Pak, 1454 E. First Street. Service is open to all Prosper residents and businesses free of charge.

A reminder that Town offices will be closed Monday, January 16 for the Martin Luther King Jr. Holiday. There will be no trash service delays due to the holiday.

Join Mayor Bristol and Prosper ISD Superintendent Dr. Holly Ferguson for the State of the Community hosted by the Prosper Chamber of Commerce and presented by Children's Health



on Tuesday, January 24 from 11:30 a.m. to 1:00 p.m. for a year-end recap and what exciting things are ahead in 2023. Citizens may register for the event at [prosperchamber.com](http://prosperchamber.com).

Residents may check out all the exciting Winter programs being offered at the Library that are beginning Saturday, January 21. Programs are available for all ages. View the Winter Program on the Library page of the Town's website by clicking on the link at the top of the page.

### **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 December 13, 2022, Town Council Work Session meeting. (MLS)**
- 2. Consider and act upon the minutes of the December 13, 2022, Town Council meeting. (MLS)**
- 3. Consider and act upon approving Change Order Number 01 for CSP No. 2022-05-B, EDA Award No. 08-79-05522 to Archer Western Construction, related to construction services for the Lower Pressure Plane (LPP) Pump Station and LPP Water Line Phase 2 project; and authorizing the Interim Town Manager to execute Change Order Number 01 for same. (HW)**
- 4. Consider and act upon authorizing the Interim Town Manager to execute a one-year renewal of two Consultant Services Agreements between Avenu Analytics/MuniServices, LLC, and the Town of Prosper, Texas, related to sales tax consulting for the Town's two Special Purpose Districts Investment Advisory services. (RBS)**
- 5. Consider and act upon a Façade Plan for a Residence/Extended Stay Hotel on Lot 16, 2.8± acres, located on the north side of U.S Highway 380, east of FM 1385. This property is zoned Planned Development-94 (PD-94). (D22-0086) (DS)**
- 6. Consider and act upon appointing Bob Scott as the Interim Town Manager until such time as a new Town Manager begins employment with the Town; terminate the service provider agreement with Purefoy & Patterson, LLC, effective January 10, 2023; and to ratify any actions taken by Mr. Scott as Interim Town Manager prior to the date of appointment. (TW)**
- 7. Conduct a public hearing and consider and act upon a request to rezone 13.3± acres from Single Family-15 (SF-15) to Planned Development-Retail (PD-R), generally to allow for an office/retail development, located on the east side of Preston Road, north of St. Peter Lane. (Z21-0003). This is a companion case to CA21-0001. (Request to be tabled) (DS)**
- 8. Conduct a public hearing and consider and act upon a request to amend the Future Land Use Plan from Residential Low Density to Retail and Neighborhood Services, generally located on the east side of Preston Road, north of St. Peter Lane. (CA21-0001) This is a companion case to Z21-0003. (Request to be tabled) (DS)**
- 9. 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 Chapter 4, Section 1.5(C)(7) and 1.6(B)(7) of the Town's Zoning**

**Ordinance, regarding action taken by the Planning & Zoning Commission on any Site Plans and Preliminary Site Plans, including Broadway Retail Phase 2, Westside Lots 15 & 16, Victory at Frontier Lot 7, Legacy Intuitive Health, Rock Creek Church, and Prosper Fire Station #4. (DS)**

Mayor Pro-Tem Hodges made a motion to approve consent agenda items 1 through 9. Deputy Mayor Pro-Tem Andres seconded that motion, and the motion was unanimously approved.

Mayor Bristol presented a plaque of appreciation to Interim Town Manager, Ron Patterson for his services as Interim Town Manager to the Town.

**CITIZEN COMMENTS**

No comments were made.

**Items for Individual Consideration:**

**10. Receive an update regarding the Guaranteed Maximum Price (GMP) for the Fire Station No. 4 project. (SB)**

Chief Blasingame provided an update of the construction costs for the Fire Station No. 4 project. Due to the increase in costs, staff is seeking direction on whether to move forward with the project by finding alternate funding sources, delay the project timeframe or bring back for consideration in January 2024.

The Town Council discussed the possible options and timeline of each, how the costs were associated with the current and next year fiscal year budget(s), projected costs if delayed, and Capital Dedicated Fund projects.

The consensus of the Town Council was to delay the project in order to factor the project in with the fiscal year 2023-2024 budget process; the GMP process to occur in late July or August in order to begin construction in October 2023 with the station opening in January of 2025. The Town Council also expressed their desire to separate out the gas line relocation as a CIP project versus as part of the overall construction project for the Fire Station.

**11. Consider and act upon Resolution 2023-01 adopting the Town of Prosper 2023 Legislative Agenda. (RB)**

Ms. Battle stated the agenda is comprised into two sections. The Legislative Philosophy explains the overall purpose and guiding principles of the document. The Legislative Priorities section establishes the Town's position on key legislative issues. A draft Legislative Agenda was presented to the Legislative Subcommittee comprised of the Mayor and the Deputy Mayor Pro-Tem for discussion on October 26, 2022, and again during a meeting with the Town's Legislative Consultant on December 21, 2022. The Legislative Subcommittee recommends adoption of the proposed 2023 Legislative Agenda.

The Legislative Agenda is to be used as a communication tool with the Town's legislative delegation and others to clearly explain the Town's position on critical issues. It is intended to provide guidance to the Town's legislators on how they can best represent Town of Prosper residents and stakeholders in the upcoming legislative session. Staff recommends approval as presented.

Deputy Mayor Pro-Tem Andres made a motion to approve Resolution 2023-01 adopting the Town of Prosper 2023 Legislative Agenda. Mayor Pro-Tem Hodges seconded that motion, and the motion was unanimously approved.

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

Councilmember Cotten requested for staff to bring back the RFP evaluation matrix for discussion.

**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 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, including Town Manager search and selection process, and all matters incident and related thereto.*

*Section 551.071– To discuss possible litigation regarding U.S. 380 siting decisions, including alternate routes and environmental studies matters, and all matters incident and related thereto.*

The Town Council recessed into Executive Session at 7:28 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 8:20 p.m.

Mayor Pro-Tem Hodges made a motion to authorize the Mayor on behalf of the Town to execute an employment agreement between the Town of Prosper and a new Town Manager. Councilmember Bartley seconded that motion, and the motion was unanimously approved.

Mayor Pro-Tem Hodges made a motion to authorize the Interim Town Manager to execute a Tower Site Lease Agreement with Anthemnet Inc. for property located in Lakewood Preserve Park subject to the terms discussed in Closed Session. Councilmember Cotten seconded that motion, and the motion was unanimously approved.

**Adjourn.**

The meeting was adjourned at 8:22 p.m.

These minutes approved on the 24<sup>th</sup> day of January 2023.

**APPROVED:**

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**David F. Bristol, Mayor**

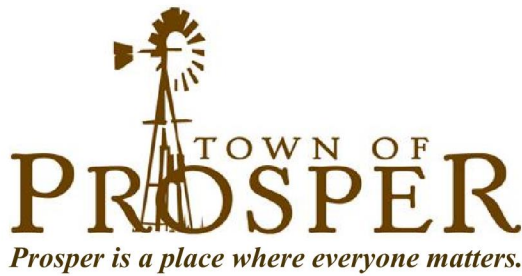


**ATTEST:**

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**Michelle Lewis Sirianni, Town Secretary**

DRAFT



## ENGINEERING SERVICES

**To: Mayor and Town Council**

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

**Through: Bob Scott, Interim Town Manager  
Chuck Ewings, Executive Director of Development and Infrastructure Services**

**Re: Bid Award Teel/US 380 Intersection Improvements**

**Town Council Meeting – January 24, 2023**

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### **Agenda Item:**

Consider and act upon awarding CSP No. 2023-05-B to DDM Construction Corporation, related to construction services for the Teel/US 380 Intersection Improvements project; and authorizing the Interim Town Manager to execute a construction agreement for same.

### **Description of Agenda Item:**

On December 16, 2022, at 3:00 PM, four (4) Competitive Sealed Proposals were received for the Teel/US 380 Intersection Improvements project. The project consists of all work needed for the widening of the intersection of Teel Parkway at US 380 as well as the construction of approximately 1000 LF of the northbound lanes of Teel Parkway from US 380. The project was advertised using the Competitive Sealed Proposal Construction alternative procurement method to allow the Town to award the project to the contractor that offers the best value proposal based on the following criteria:

- Qualifications and Experience (30%)
  - Outline contractor and subcontractor experience with similar projects.
  - Outline qualifications of key personnel assigned to this project.
  - Provide references.
- Project Timeline (20%)
- Cost Proposal (50%)

The verified proposal totals ranged between \$1,125,098.00 and \$1,827,685.50. The Engineer's Estimate was \$829,587.00. The proposal final completion times ranged from 115 calendar days to 180 calendar days. DDM Construction Corporation was the firm that ranked the highest after consideration of Costs, Time, and Qualifications with a cost of \$1,125,098.00, and a project timeline of 115 calendar days. DDM Construction Corporation successfully completed the East Fifth Street, North Street and South Lane project. Staff also checked the references provided and received positive feedback.

The Competitive Sealed Proposal Construction alternative procurement method allows for negotiations as part of the process to make sure that the best value is achieved. Staff worked with DDM Construction Corporation to reduce project costs through the modification of sod and hydromulch, decreasing the amount of concrete pavement by removing the construction of the future inside northbound third lane, and replacing the proposed permanent dead-end barricades with temporary barricades. These combined efforts have resulted in an overall reduction to their original cost proposal by \$130,666.00.

**Budget Impact:**

The cost for the construction of this project is \$994,432.00 and reflects the \$130,666.00 reduction to the original cost proposal. The original FY 2022-2023 Capital Improvement Program included \$670,000 for the Teel/US 380 Intersection Improvements project. At the December 13, 2022, Town Council meeting, the Town Council approved the allocation of \$200,000 in Capital Dedicated Funds to this project. Cost savings from the property acquisition, in the amount of \$156,187, to be reallocated from Account No. 750-6410-10-00-2013-ST to Account No. 750-6610-10-00-2013-ST, to increase the overall budget to \$1,026,187.

**Legal Obligations and Review:**

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

**Attached Documents:**

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

**Town Staff Recommendation:**

Town staff recommends that the Town Council award CSP No. 2023-05-B to DDM Construction Corporation, related to construction services for the Teel/US 380 Intersection Improvements project; and authorizing the Interim Town Manager to execute a construction agreement for same.

**Proposed Motion:**

I move to award CSP No. 2023-05-B to DDM Construction Corporation, related to construction services for the Teel/US 380 Intersection Improvements project; and authorizing the Interim Town Manager to execute a construction agreement for same.

## LOCATION MAP



2013-ST Teel Parkway / US 380 Intersection Improvements







**TOWN OF PROSPER**  
**BID TABULATION SUMMARY**

Item 9.

Solicitation Number		Proposal No. 2025-05-B
Solicitation Title		Teel (US 380 Intersection Improvements) 2013-ST
Close Date		12/16/2022 @ 2:00PM

Responding Supplier	City	State	Response Submitted	Response Total
DDM Construction Corporation	Addison	TX	12/16/2022 12:23:58 PM (CT)	\$1,125,098.00
GRod Construction, LLC	Aurora	TX	12/16/2022 12:50:48 PM (CT)	\$1,310,730.35
Rebcon, Inc.	Dallas	TX	12/16/2022 10:45:49 AM (CT)	\$1,827,686.50
XIT Paving and Construction, Inc.	Waxahachie	TX	12/16/2022 01:44:37 PM (CT)	\$1,311,004.00

**\*\***All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received will be available for inspection at that time.

Certified By: Jay Carter, NIGP-CPP, CPPB, C.P.M.  
Purchasing Manager  
Town of Prosper, Texas

Date: 12/16/2022

## CONSTRUCTION AGREEMENT

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

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

### **CSP NO. 2023-05-B Teel (US 380 Intersection Improvements)**

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

#### **A. Contract Documents and Order of Precedence**

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Proposal;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other proposal materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

#### **B. Total of Payments Due Contractor**

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **nine hundred ninety-four thousand four hundred thirty-two dollars (\$994,432)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

#### **C. Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **90** calendar days after the date of the Notice to Proceed for the base proposal. Within **25** additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

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

#### **D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.**

**CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND**

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

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

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

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

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

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

## E. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's proposal. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

Town of Prosper  
Attn: Purchasing Manager  
P.O. Box 307  
Prosper, Texas 75078

re: CSP No. 2023-05-B Teel (US 380 Intersection Improvements)

### 1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

### 2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
  - 1) Premises / Operations
  - 2) Broad Form Contractual Liability
  - 3) Products and Completed Operations
  - 4) Personal Injury



- 5) Broad Form Property Damage
  - 6) Explosion Collapse and Underground (XCU) Coverage.
  - b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
  - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
  - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
  - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

- a. General Liability and Automobile Liability Coverage
  - 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees, or volunteers.
  - 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Town, its officers, officials, employees, or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made, or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Town.

c. All Coverages

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

5. Acceptability of Insurers

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

6. Verification of Coverage

Contractor shall provide the Town with certificates of insurance indicating coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

## **F. Performance, Payment, and Maintenance Bonds**

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits A, B and C. Other performance, payment and

maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

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

#### **G. Progress Payments and Retainage**

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

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

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

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

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

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

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

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

#### **H. Withholding Payments to Contractor**

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

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

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

#### **I. Acceptance of the Work**

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

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on

"substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

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

#### **J. Acceptance of Erosion Control Measures**

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

#### **K. Final Payment**

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

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

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

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



and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

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

#### **L. Contractor's Warranty**

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

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

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

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

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

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

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

#### **M. Compliance with Laws**

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the

Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

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

#### **N. "Anti-Israel Boycott" Provision**

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

#### **O. Other Items**

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

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

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

**THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE**

**OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.**

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

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

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

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

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

*[Signatures continued on following page.]*

## CONTRACTOR

## TOWN OF PROSPER, TEXAS

ODM Construction Corp.  
 By: [Signature]  
 Title: President

Date: 1/17/2023

Address: 4006 Belt Line Rd. #230  
Addison, TX 75001

Phone: 972-322-2021  
 Email: zack@odmcc.net

By: Bob Scott

Title: Interim Town Manager

Date: January 24, 2023

Address: 250 W. First St.  
 P.O. Box 307  
 Prosper, Texas 75078

Phone: (972) 346-2640

Email: bscott@prospertx.gov

ATTEST:

MICHELLE LEWIS SIRIANNI  
 Town Secretary



## POLICE DEPARTMENT

Item 10.

**To: Mayor and Town Council**

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

**Through: Bob Scott, Interim Town Manager**

**Re: Flock Group, Inc. Services Agreement**

**Town Council Meeting – January 10, 2023**

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### **Agenda Item:**

Consider and act upon approving a Service Agreement with Flock Group, Inc. for the purchase of software and hardware situational awareness solution for automatic license plates, video, and audio detection; and authorizing the Interim Town Manager to execute documents for same.

### **Description of Agenda Item:**

Flock Group, Inc. offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through their technology platform. Access to this system dramatically enhances the Prosper Police Department's ability to identify and apprehend offenders; both from a proactive and investigative prospective.

### **Budget Impact:**

Subscription term: 24 months. FY23: \$144,900 professional services, one-time purchases, hardware and software products. FY24: \$125,500 recurring costs.  
Total contract amount: \$270,400. Funding: Police Operations #100-6140-20-01

### **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. Service Agreement

### **Town Staff Recommendation:**

Town staff recommend approval of Service Agreement with Flock Group, Inc. for the purchase of software and hardware situational awareness solution for automatic license plates, video, and audio detection; and authorizing the Interim Town Manager to execute documents for same.

### **Proposed Motion:**

Motion to approve a Service Agreement with Flock Group, Inc. for the purchase of software and hardware situational awareness solution for automatic license plates, video, and audio detection; and authorizing the Interim Town Manager to execute documents for same.



**FLOCK GROUP INC.**  
**SERVICES AGREEMENT**  
**ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**” ). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

<b>Agency:</b> TX - Prosper PD <b>Legal Entity Name:</b>	<b>Contact Name:</b> Scott Brewer
<b>Address:</b> 101 S Main St Prosper, Texas 75078	<b>Phone:</b> (972) 347-9002 <b>E-Mail:</b> sbrewer@prospertx.gov
<b>Expected Payment Method:</b>	<b>Billing Contact:</b> (if different than above)

<b>Initial Term:</b> 24 months <b>Renewal Term:</b> 24 months	<b>Billing Term:</b> Annual payment due Net 30 per terms and conditions
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	34.00	\$11,900.00
Professional Services - Advanced Implementation Fee	\$750.00	10.00	\$7,500.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Flock Safety Advanced Search	\$3,500.00	1.00	\$3,500.00
Falcon	\$2,500.00	44.00	\$110,000.00
Falcon Flex	\$3,000.00	4.00	\$12,000.00

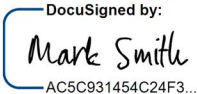
Subtotal Year 1:	\$144,900.00
Subscription Term:	24 Months
Annual Recurring Total:	\$125,500.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$270,400.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

**By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached.** The Parties have executed this Agreement as of the dates set forth below.

**FLOCK GROUP, INC.**

**Agency: TX - Prosper PD**

By:   
AC5C931454C24F3...  
Name: Mark Smith  
Title: General Counsel  
Date: 12/28/2022

By: \_\_\_\_\_  
Name: Robert B. Scott  
Title: Interim Town Manager  
Date: \_\_\_\_\_

# flock safety

## GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

**WHEREAS**, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

**WHEREAS**, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

**WHEREAS**, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

### AGREEMENT

**NOW, THEREFORE**, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

### 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.

1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.

1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.

1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.

1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.

1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.

1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.



1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

## 2. SERVICES AND SUPPORT

**2.1 Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

**2.2 Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

**2.3 Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

**2.4 Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

**2.5 Usage Restrictions.**

**2.5.1 Flock IP.** The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“**Permitted Purpose**”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

**2.5.2. Flock Hardware.** Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

**2.6 Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

## **2.7 Suspension.**

**2.7.1 Service Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

**2.7.2 Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

## **2.8 Installation Services.**

**2.8.1 Designated Locations.** For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

**2.8.2 Agency Installation Obligations.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

**2.8.3 Flock’s Obligations.** Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

**2.8.4 Ownership of Hardware.** Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any



payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

**2.9 Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

**2.10 Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at [support@flocksafety.com](mailto:support@flocksafety.com), at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

**2.11 Special Terms.** From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**2.12 Upgrades to Platform.** Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

### 3. RESTRICTIONS AND RESPONSIBILITIES

**3.1 Agency Obligations.** Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

**3.2 Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

#### 4. CONFIDENTIALITY; AGENCY DATA

**4.1 Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

**4.2 Agency Data.** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

**4.3 Agency Generated Data in Wing Suite.** Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

**4.4 Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**4.5 Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

## 5. PAYMENT OF FEES

**5.1.1 Software Product Fees.** For Order Forms listing Wing Suite, Advanced Search and other software-only products, Agency will pay Flock the fees for the Initial Term (as described on the Order Form attached hereto) on or before the 30<sup>th</sup> day from the date of invoice. For any Renewal Terms, Agency shall pay invoice on or before the 30<sup>th</sup> day from the date of renewal invoice.

**5.1.2 Hardware Product Fees.** For Order Forms listing Falcon, Sparrow, Raven and Falcon Flex products, Agency will pay Flock fifty percent (50%) of the fees for the Initial Term as set forth on the Order Form on or before the 30<sup>th</sup> day from date of invoice. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of total fees, and Agency shall pay on or before 30<sup>th</sup> day following date of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30<sup>th</sup> day following date of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For any Renewal Terms, Agency shall pay the total invoice on or before the 30<sup>th</sup> day from the date of renewal invoice.

**5.2 Notice of Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees on subsequent terms by providing sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email).

**5.3 Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the receipt of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income. If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to

receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

## 6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 **Termination for Convenience.** At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock’s own convenience, within a commercially reasonable period of time upon termination. Agency’s termination of this Agreement for Flock’s material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock’s material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.



**6.4 No-Fee Term.** Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 (“**No-Fee Term**”). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days’ notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days’ notice.

**6.5 Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

## **7. REMEDY; WARRANTY AND DISCLAIMER**

**7.1 Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

**7.2 Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

**7.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of

other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**7.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**7.5 Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

**7.6 Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

## **8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY**

**8.1 Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH

ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

**8.2 Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

**8.3 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

## 9. INDEMNIFICATION

Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.1, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third Party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.1 or this Agreement.

## 10. MISCELLANEOUS

**10.1 Compliance With Laws.** The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any

subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

**10.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**10.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**10.4 Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

**10.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

**10.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**10.7 Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

**10.8 Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and

according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**10.9 Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

**10.10 Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

**10.11 Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

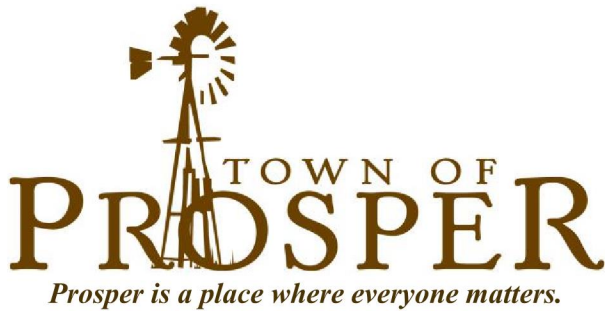
1170 HOWELL MILL ROAD, NW SUITE 210  
ATLANTA, GA 30318  
ATTN: LEGAL DEPARTMENT  
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:  
EMAIL:





## FINANCE

**To:** Mayor and Town Council

**From:** Jay Carter, Purchasing Manager

**Through:** Bob Scott, Interim Town Manager  
Chris Landrum, Finance Director

**Re:** New Fleet Vehicle Purchases

**Town Council Meeting – January 24, 2023**

**Agenda Item:**

Consider approving the purchase of a 2023 Chevrolet Silverado 1500 for Construction Inspection, a 2023 Chevrolet Silverado 1500 for Right of Way, and a 2023 Ford Maverick for Code Enforcement from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Interim Town Manager to execute the same.

**Description of Agenda Item:**

These vehicles were approved in the FY 2022-2023 budget for Construction Inspection, Right of Way and Code Enforcement to support newly authorized positions in these departments and are new additions to the fleet. These vehicles will be purchased from Enterprise Fleet utilizing The Interlocal Purchasing System (TIPS).

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

The Town of Prosper previously entered into an interlocal agreement with TIPS. Participation in the cooperative purchasing program allows our local government to purchase goods and services through the cooperative program, while satisfying all competitive bidding requirements.

**Budget Impact:**

These items were approved in the FY 2022-2023 budget and will be funded from account number 200-6160-50-98 for Construction Inspection for \$36,359.00, account number 200-6160-50-98 for Right of Way for 36,359.00, and account number 100-6160-40-02 for Code Enforcement.

**Attached Documents:**

1. Quote for Construction Inspection
2. Quote for Right of Way
3. Quote for Code Enforcement

**Town Staff Recommendation:**

Town staff recommends approving the purchases of these vehicles from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Interim Town Manager to execute the same.

**Proposed Motion:**

I move to approve the purchase of these vehicles from Enterprise Fleet Management utilizing The Interlocal Purchasing System (TIPS); and authorizing the Interim Town Manager to execute the same.

Prepared For: Town of Prosper  
Carter, Jay

Date 11/22/2022  
AE/AM J5B/HHO

Unit #

Year 2023 Make Chevrolet Model Silverado 1500

Series Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB

Vehicle Order Type Ordered Term 60 State TX Customer# 513639

\$ 33,501.50	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00	License and Certain Other Charges <u>6.2500%</u> State TX
\$ 158.50	Initial License Fee
\$ 0.00	Registration Fee
\$ 2,700.00	Other: (See Page 2)
\$ 36,359.00	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive ( Taxable Incentive Total : \$0.00 )

\$ 1.00 Total Capitalized Amount (Delivered Price)

\$ 0.01 Depreciation Reserve @ 1.0000%

\$ 29.93 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)<sup>2</sup>

**\$ 29.94 Total Monthly Rental Excluding Additional Services**

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 46.23 Full Maintenance Program<sup>3</sup> Contract Miles 37,500

Incl: # Brake Sets (1 set = 1 Axle) 0

**\$ 46.23 Additional Services SubTotal**

\$ 0.00 Use Tax 0.0000%

State

**\$ 76.17 Total Monthly Rental Including Additional Services**

\$ 0.40 Reduced Book Value at 60 Months

\$ 395.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information**

**Driver Name**

Exterior Color Summit White

Interior Color Jet Black w/Vinyl Seat Trim

Lic. Plate Type Exempt

GVWR 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0550 Per Mile

# Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 7,500

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Prosper

BY

TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

## Other Totals

Description	(B)illed or (C)apped	Price
Premier Lighting & Graphics	C	\$ 2,500.00
Courtesy Delivery Fee	C	\$ 200.00
<b>Total Other Charges Billed</b>		<b>\$ 0.00</b>
<b>Total Other Charges Capitalized</b>		<b>\$ 2,700.00</b>
<b>Other Charges Total</b>		<b>\$ 2,700.00</b>

**VEHICLE INFORMATION:**

2023 Chevrolet Silverado 1500 Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CC10753

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$37,382.9	\$38,900.00
Total Options	\$1,192.10	\$1,310.00
Destination Charge	\$1,795.00	\$1,795.00
<b>Total Price</b>	<b>\$40,370.00</b>	<b>\$42,005.00</b>

**SELECTED COLOR:**

Exterior: GAZ-Summit White  
Interior: H2G-Jet Black w/Vinyl Seat Trim

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
1WT	Preferred Equipment Group 1WT	NC	NC
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
CGN	Chevytec Spray-On Black Bedliner	\$495.95	\$545.00
CTT	Hitch Guidance	Included	Included
D31	Inside Rearview Mirror w/Tilt	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: 2.7L Turbo High-Output	Included	Included
MQE	Transmission: 8-Speed Automatic	Included	Included
N06	Electrical Steering Column Lock	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 AS BW	Included	Included
QBR	255/70R17 AS BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included
STD TM	Vinyl Seat Trim	Included	Included



## Open-End (Equity) Lease Rate Quote

Quote No:

Item 11.

CODE	DESCRIPTION	INVOICE	MSRP
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
Z82	Trailer Package	\$359.45	\$395.00
Z85	Standard Suspension Package	STD	STD
ZLQ	WT Fleet Convenience Package	\$336.70	\$370.00



## **CONFIGURED FEATURES:**

Item 11.

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Bed Liner: bed liner  
Box Style: regular  
Body Material: galvanized steel/aluminum body material  
: class IV trailering with harness, hitch  
Grille: black grille

### Convenience Features:

Air Conditioning: manual air conditioning  
Console Ducts: console ducts  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Steering Wheel: steering wheel with manual tilting  
Day-Night Rearview Mirror: day-night rearview mirror  
Front Cupholder: front cupholder  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Front Underseat Storage Tray: locking front underseat storage tray  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Radio Data System: radio data system  
Speakers: 6 speakers  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps  
Auto-levelling Headlights: auto-leveling headlights  
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter

Exterior Temp: outside-temperature display  
 Low Tire Pressure Warning: tire specific low-tire-pressure warning  
 Trip Computer: trip computer  
 Trip Odometer: trip odometer  
 Lane Departure Warning: lane departure  
 Front Pedestrian Braking: pedestrian detection  
 Following Distance Indicator: following distance alert  
 Forward Collision Alert: forward collision  
 Oil Pressure Gauge: oil pressure gauge  
 Water Temp Gauge: water temp. gauge  
 Engine Hour Meter: engine hour meter  
 Clock: in-radio display clock  
 Systems Monitor: systems monitor  
 Check Control: redundant digital speedometer  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Low Oil Level Warning: low-oil-level warning  
 Low Coolant Warning: low-coolant warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Door Ajar Warning: door-ajar warning  
 Brake Fluid Warning: brake-fluid warning  
 Turn Signal On Warning: turn-signal-on warning  
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning  
 Brake Pad Wear: brake pad wear

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front and rear ventilated disc brakes  
 Daytime Running Lights: daytime running lights  
 Spare Tire Type: full-size spare tire  
 Spare Tire Mount: underbody mounted spare tire w/crankdown  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: curtain 1st and 2nd row overhead airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Seatbelt Pretensioners: front seatbelt pre-tensioners  
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
 Side Impact Bars: side-impact bars  
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
 Tailgate/Rear Door Lock Type: manual tailgate/rear door lock  
 Rear Child Safety Locks: rear child safety locks  
 Ignition Disable: immobilizer  
 Panic Alarm: panic alarm  
 Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll  
 Traction Control: ABS and driveline traction control  
 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 2 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6  
 Front Bucket Seats: front split-bench 40-20-40 seats  
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
 Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

**Prepared For:** Town of Prosper  
Carter, Jay

**Date** 11/22/2022  
**AE/AM** J5B/HH0

**Unit #**

**Year** 2023 **Make** Chevrolet **Model** Silverado 1500

**Series** Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB

**Vehicle Order Type** Ordered **Term** 60 **State** TX **Customer#** 513639

\$ 33,501.50	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00	License and Certain Other Charges <u>6.2500%</u> <b>State TX</b>
\$ 158.50	Initial License Fee
\$ 0.00	Registration Fee
\$ 2,700.00	Other: (See Page 2)
\$ 36,359.00	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive ( Taxable Incentive Total : \$0.00 )

\$ 1.00 Total Capitalized Amount (Delivered Price)

\$ 0.01 Depreciation Reserve @ 1.0000%

\$ 29.93 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)<sup>2</sup>

**\$ 29.94 Total Monthly Rental Excluding Additional Services**

**Additional Fleet Management**

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 46.23 Full Maintenance Program<sup>3</sup> Contract Miles 37,500

Incl: # Brake Sets (1 set = 1 Axle) 0

**\$ 46.23 Additional Services SubTotal**

\$ 0.00 Use Tax 0.0000%

**State**

**\$ 76.17 Total Monthly Rental Including Additional Services**

\$ 0.40 Reduced Book Value at 60 Months

**\$ 395.00 Service Charge Due at Lease Termination**

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

**Order Information**

**Driver Name**

**Exterior Color** Summit White

**Interior Color** Jet Black w/Vinyl Seat Trim

**Lic. Plate Type** Exempt

**GVWR** 0

Comp/Coll Deductible 0 / 0

OverMileage Charge \$ 0.0550 Per Mile

# Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 7,500

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

**Notes**

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

**ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.**

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

**LESSEE** Town of Prosper

**BY**

**TITLE**

**DATE**

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.



Other Totals

Description	(B)illed or (C)apped	Price
Premier Lighting & Graphics	C	\$ 2,500.00
Courtesy Delivery Fee	C	\$ 200.00
Total Other Charges Billed		\$ 0.00
Total Other Charges Capitalized		\$ 2,700.00
Other Charges Total		\$ 2,700.00

**VEHICLE INFORMATION:**

2023 Chevrolet Silverado 1500 Work Truck 4x2 Double Cab 6.6 ft. box 147.4 in. WB - US

Series ID: CC10753

**Pricing Summary:**

	<b>INVOICE</b>	<b>MSRP</b>
Base Vehicle	\$37,382.9	\$38,900.00
Total Options	\$1,192.10	\$1,310.00
Destination Charge	\$1,795.00	\$1,795.00
<b>Total Price</b>	<b>\$40,370.00</b>	<b>\$42,005.00</b>

**SELECTED COLOR:**

Exterior: GAZ-Summit White  
Interior: H2G-Jet Black w/Vinyl Seat Trim

**SELECTED OPTIONS:**

<b>CODE</b>	<b>DESCRIPTION</b>	<b>INVOICE</b>	<b>MSRP</b>
1WT	Preferred Equipment Group 1WT	NC	NC
A68	Rear 60/40 Folding Bench Seat (Folds Up)	Included	Included
AED	Power Front Windows w/Passenger Express Down	Included	Included
AEQ	Power Rear Windows w/Express Down	Included	Included
AKP	Solar Absorbing Tinted Glass	Included	Included
AQQ	Remote Keyless Entry	Included	Included
AXG	Power Front Windows w/Driver Express Up/Down	Included	Included
AZ3	40/20/40 Front Split-Bench Seat	Included	Included
BG9	Rubberized-Vinyl Floor Covering	Included	Included
BLUE	Bluetooth For Phone	Included	Included
C5U	GVWR: 6,800 lbs (3,084 kgs)	STD	STD
CGN	Chevytec Spray-On Black Bedliner	\$495.95	\$545.00
CTT	Hitch Guidance	Included	Included
D31	Inside Rearview Mirror w/Tilt	Included	Included
DLF	Heated Power-Adjustable Outside Mirrors	Included	Included
GAZ_01	Summit White	NC	NC
GU6	3.42 Rear Axle Ratio	STD	STD
H2G_01	Jet Black w/Vinyl Seat Trim	NC	NC
IOR	Radio: Chevrolet Infotainment 3 System	STD	STD
K34	Electronic Cruise Control	Included	Included
KW5	220 Amp Alternator	Included	Included
L3B	Engine: 2.7L Turbo High-Output	Included	Included
MQE	Transmission: 8-Speed Automatic	Included	Included
N06	Electrical Steering Column Lock	Included	Included
N33	Manual Tilt Wheel Steering Column	Included	Included
PAINT	Solid Paint	STD	STD
PED	Chevy Safety Assist	Included	Included
QBN	Tires: 255/70R17 AS BW	Included	Included
QBR	255/70R17 AS BW Spare Tire	Included	Included
QK1	Standard Tailgate	Included	Included
QT2	Manual Tailgate Function w/No EZ Lift	Included	Included
RD6	Wheels: 17" x 8" Ultra Silver Painted Steel	Included	Included
STDTM	Vinyl Seat Trim	Included	Included



CODE	DESCRIPTION	INVOICE	MSRP
TQ5	IntelliBeam Automatic High Beam On/Off	Included	Included
UDC	3.5" Monochromatic Display Driver Info Center	Included	Included
UE4	Following Distance Indicator	Included	Included
UEU	Forward Collision Alert	Included	Included
UHX	Lane Keep Assist w/Lane Departure Warning	Included	Included
UHY	Automatic Emergency Braking	Included	Included
UKJ	Front Pedestrian Braking	Included	Included
UQF	6-Speaker Audio System	Included	Included
UVB	HD Rear Vision Camera	Included	Included
VH6	Black (Semi-Gloss) Front Bumper	Included	Included
VJG	Black (Semi-Gloss) Rear Bumper	Included	Included
Z82	Trailer Package	\$359.45	\$395.00
Z85	Standard Suspension Package	STD	STD
ZLQ	WT Fleet Convenience Package	\$336.70	\$370.00

## **CONFIGURED FEATURES:**

Item 11.

### **Body Exterior Features:**

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors  
Convex Driver Mirror: convex driver and passenger mirror  
Door Handles: black  
Front And Rear Bumpers: black front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Bed Liner: bed liner  
Box Style: regular  
Body Material: galvanized steel/aluminum body material  
: class IV trailering with harness, hitch  
Grille: black grille

### **Convenience Features:**

Air Conditioning: manual air conditioning  
Console Ducts: console ducts  
Cruise Control: cruise control with steering wheel controls  
Power Windows: power windows with front and rear 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Passive Entry: proximity key  
Steering Wheel: steering wheel with manual tilting  
Day-Night Rearview Mirror: day-night rearview mirror  
Front Cupholder: front cupholder  
Overhead Console: mini overhead console with storage  
Glove Box: locking glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 2 seatback storage pockets  
Dashboard Storage: dashboard storage  
IP Storage: covered bin instrument-panel storage  
Front Underseat Storage Tray: locking front underseat storage tray  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 1 12V DC power outlet

### **Entertainment Features:**

radio: AM/FM stereo with seek-scan  
Radio Data System: radio data system  
Speakers: 6 speakers  
1st Row LCD: 1 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: fixed antenna

### **Lighting, Visibility and Instrumentation Features:**

Headlamp Type: delay-off aero-composite halogen headlamps  
Auto-levelling Headlights: auto-leveling headlights  
Auto-Dimming Headlights: IntelliBeam auto high-beam headlights  
Cab Clearance Lights: cargo bed light  
Front Wipers: variable intermittent wipers  
Tinted Windows: light-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front and rear reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance  
Tachometer: tachometer  
Voltmeter: voltmeter

Exterior Temp: outside-temperature display  
 Low Tire Pressure Warning: tire specific low-tire-pressure warning  
 Trip Computer: trip computer  
 Trip Odometer: trip odometer  
 Lane Departure Warning: lane departure  
 Front Pedestrian Braking: pedestrian detection  
 Following Distance Indicator: following distance alert  
 Forward Collision Alert: forward collision  
 Oil Pressure Gauge: oil pressure gauge  
 Water Temp Gauge: water temp. gauge  
 Engine Hour Meter: engine hour meter  
 Clock: in-radio display clock  
 Systems Monitor: systems monitor  
 Check Control: redundant digital speedometer  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Low Oil Level Warning: low-oil-level warning  
 Low Coolant Warning: low-coolant warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Door Ajar Warning: door-ajar warning  
 Brake Fluid Warning: brake-fluid warning  
 Turn Signal On Warning: turn-signal-on warning  
 Transmission Fluid Temperature Warning: transmission-fluid-temperature warning  
 Brake Pad Wear: brake pad wear

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front and rear ventilated disc brakes  
 Daytime Running Lights: daytime running lights  
 Spare Tire Type: full-size spare tire  
 Spare Tire Mount: underbody mounted spare tire w/crankdown  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: curtain 1st and 2nd row overhead airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Seatbelt Pretensioners: front seatbelt pre-tensioners  
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
 Side Impact Bars: side-impact bars  
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights  
 Tailgate/Rear Door Lock Type: manual tailgate/rear door lock  
 Rear Child Safety Locks: rear child safety locks  
 Ignition Disable: immobilizer  
 Panic Alarm: panic alarm  
 Electronic Stability: StabiliTrak w/Proactive Roll Avoidance electronic stability stability control with anti-roll  
 Traction Control: ABS and driveline traction control  
 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 2 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 6  
 Front Bucket Seats: front split-bench 40-20-40 seats  
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments  
 Reclining Driver Seat: manual reclining driver and passenger seats

Driver Fore/Aft: manual driver and passenger fore/aft adjustment

Front Centre Armrest Storage: front centre armrest with storage

Rear Seat Type: rear 60-40 split-bench seat

Rear Folding Position: rear seat fold-up cushion

Leather Upholstery: vinyl front and rear seat upholstery

Door Trim Insert: vinyl door panel trim

Headliner Material: full cloth headliner

Floor Covering: full vinyl/rubber floor covering

Cabback Insulator: cabback insulator

Dashboard Console Insert, Door Panel Insert Combination: metal-look instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

Interior Accents: chrome interior accents

Standard Engine:

Engine 310-hp, 2.7-liter I-4 (regular gas)

Standard Transmission:

Transmission 8-speed automatic w/ OD and auto-manual

Prepared For: Town of Prosper  
Carter, Jay

Date 01/16/2023  
AE/AM J5B/HH0

Unit #

Year 2023 Make Ford Model Maverick

Series XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB

Vehicle Order Type In-Stock Term 60 State TX Customer# 513639

\$ 29,560.00	Capitalized Price of Vehicle <sup>1</sup>
\$ 0.00	License and Certain Other Charges <u>6.2500%</u> State <u>TX</u>
\$ 158.50	Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other: Courtesy Delivery Fee
\$ 29,717.50	* Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	* Tax on Incentive ( Taxable Incentive Total : \$0.00 )

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

## Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Black Onyx/Medium Dark Slate w/Front CI

Lic. Plate Type Exempt

GVWR 0

\$ 1.00	Total Capitalized Amount (Delivered Price)
\$ 0.01	Depreciation Reserve @ <u>1.0000%</u>
\$ 44.58	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) <sup>2</sup>
<b>\$ 44.59</b>	<b>Total Monthly Rental Excluding Additional Services</b>

## Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>

\$ 0.00	Physical Damage Management
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Comp/Coll Deductible 0 / 0

\$ 45.73	Full Maintenance Program <sup>3</sup> Contract Miles <u>37,500</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>

OverMileage Charge \$ 0.0550 Per Mile

# Tires 0

Loaner Vehicle Not Included

<b>\$ 45.73</b>	<b>Additional Services SubTotal</b>
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\$ 0.00	Use Tax <u>0.0000%</u>
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State

<b>\$ 90.32</b>	<b>Total Monthly Rental Including Additional Services</b>
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\$ 0.40	Reduced Book Value at <u>60</u> Months
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\$ 395.00	Service Charge Due at Lease Termination
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Quote based on estimated annual mileage of 7,500

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

## Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

## ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Town of Prosper

BY

TITLE

DATE

\* INDICATES ITEMS TO BE BILLED ON DELIVERY.

<sup>1</sup> Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.

<sup>2</sup> Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).

<sup>3</sup> The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Total

Description	(B)illed or (C)apped	Price
Lighting - Estimated Lighting & Graphics	C	\$ 2,500.00
Total Aftermarket Equipment Billed		\$ 0.00
Total Aftermarket Equipment Capitalized		\$ 2,500.00
Aftermarket Equipment Total		\$ 2,500.00



**VEHICLE INFORMATION:**

2023 Ford Maverick XL Front-Wheel Drive SuperCrew 4.5 ft. box 121.1 in. WB - US

Series ID: W8E

**Pricing Summary:**

	INVOICE	MSRP
Base Vehicle	\$21,751	\$22,195.00
Total Options	\$623.00	\$670.00
Destination Charge	\$1,495.00	\$1,495.00
<b>Total Price</b>	<b>\$23,869.00</b>	<b>\$24,360.00</b>

**SELECTED COLOR:**

Exterior: YZ-(0 P) Oxford White

Interior: 9W-(0 I) Black Onyx/Medium Dark Slate w/Front Cloth Bucket Seats

**SELECTED OPTIONS:**

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard	NC	NC
121WB	121" Wheelbase	STD	STD
16B	Front & Rear Floor Liners w/Front Carpet Floor Mats	\$163.00	\$175.00
19W	4G LTE Wi-Fi Hotspot Removal	NA	NA
425	50-State Emissions System	STD	STD
445	Transmission: Automatic Continuous Variable (CVT)	Included	Included
64Z	Wheels: 17" Steel w/Sparkle Silver Painted Cover	Included	Included
67H	2 Key Fobs w/Perimeter Alarm	NA	NA
9	Front Cloth Bucket Seats	Included	Included
96G	Spray-In Bedliner	\$460.00	\$495.00
993	Engine: 2.5L Hybrid	Included	Included
9W_02	(0 I) Black Onyx/Medium Dark Slate w/Front Cloth Bucket Seats	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDAX	2.91 Axle Ratio	Included	Included
STDGV	GVWR: 5,200 lbs	Included	Included
STDRD	Radio: AM/FM Stereo w/6 Speakers	Included	Included
STDTR	Tires: P225/65R17 A/S BSW	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

## **CONFIGURED FEATURES:**

Item 11.

### Body Exterior Features:

Number Of Doors: 4  
Rear Cargo Door Type: tailgate  
Driver And Passenger Mirror: manual folding side-view door mirrors  
Door Handles: black  
Front And Rear Bumpers: body-coloured front and rear bumpers with black rub strip  
Rear Step Bumper: rear step bumper  
Bed Liner: bed liner  
Box Style: regular  
Body Material: galvanized steel/aluminum body material  
Grille: black grille

### Convenience Features:

Air Conditioning: automatic air conditioning  
Air Filter: air filter  
Cruise Control: cruise control with steering wheel controls  
Fuel Remote Release: power fuel remote release  
Power Windows: power windows with driver 1-touch down  
Remote Keyless Entry: keyfob (all doors) remote keyless entry  
Illuminated Entry: illuminated entry  
Integrated Key Remote: integrated key/remote  
Auto Locking: auto-locking doors  
Steering Wheel: steering wheel with manual tilting, manual telescoping  
Day-Night Rearview Mirror: day-night rearview mirror  
Driver and Passenger Vanity Mirror: auxiliary driver and passenger-side visor mirrors  
Emergency SOS: 911 Assist  
Front Cupholder: front and rear cupholders  
Floor Console: full floor console with covered box  
Overhead Console: mini overhead console with storage  
Glove Box: glove box  
Driver Door Bin: driver and passenger door bins  
Rear Door Bins: rear door bins  
Seatback Storage Pockets: 1 seatback storage pockets  
Dashboard Storage: dashboard storage  
IP Storage: bin instrument-panel storage  
Rear Underseat Storage Tray: rear underseat storage tray  
Driver Footrest: driver's footrest  
Retained Accessory Power: retained accessory power  
Power Accessory Outlet: 2 12V DC power outlets

### Entertainment Features:

radio: AM/FM stereo with seek-scan  
Radio Data System: radio data system  
Speed Sensitive Volume: speed-sensitive volume  
Steering Wheel Radio Controls: steering-wheel mounted audio controls  
Speakers: 6 speakers  
1st Row LCD: 2 1st row LCD monitor  
Wireless Connectivity: wireless phone connectivity  
Antenna: integrated roof antenna

### Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps  
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights  
Cab Clearance Lights: cargo bed light  
Tinted Windows: deep-tinted windows  
Dome Light: dome light with fade  
Front Reading Lights: front reading lights  
Variable IP Lighting: variable instrument panel lighting  
Display Type: analog appearance

Compass: compass  
 Exterior Temp: outside-temperature display  
 Low Tire Pressure Warning: tire specific low-tire-pressure warning  
 Trip Computer: trip computer  
 Trip Odometer: trip odometer  
 Front Pedestrian Braking: pedestrian detection  
 Forward Collision Alert: forward collision  
 Water Temp Gauge: water temp. gauge  
 Clock: in-radio display clock  
 Systems Monitor: systems monitor  
 Check Control: redundant digital speedometer  
 Rear Vision Camera: rear vision camera  
 Oil Pressure Warning: oil-pressure warning  
 Water Temp Warning: water-temp. warning  
 Battery Warning: battery warning  
 Lights On Warning: lights-on warning  
 Key in Ignition Warning: key-in-ignition warning  
 Low Fuel Warning: low-fuel warning  
 Low Washer Fluid Warning: low-washer-fluid warning  
 Bulb Failure Warning: bulb-failure warning  
 Door Ajar Warning: door-ajar warning  
 Trunk Ajar Warning: trunk-ajar warning  
 Brake Fluid Warning: brake-fluid warning

#### Safety And Security:

ABS four-wheel ABS brakes  
 Number of ABS Channels: 4 ABS channels  
 Brake Assistance: brake assist  
 Brake Type: four-wheel disc brakes  
 Vented Disc Brakes: front and rear ventilated disc brakes  
 Daytime Running Lights: daytime running lights  
 Spare Tire Type: compact spare tire  
 Spare Tire Mount: underbody mounted spare tire w/crankdown  
 Driver Front Impact Airbag: driver and passenger front-impact airbags  
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags  
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag  
 Knee Airbag: knee airbag  
 Occupancy Sensor: front passenger airbag occupancy sensor  
 Height Adjustable Seatbelts: height adjustable front seatbelts  
 Seatbelt Pretensioners: front and rear seatbelt pre-tensioners  
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt  
 Side Impact Bars: side-impact bars  
 Tailgate/Rear Door Lock Type: manual tailgate/rear door lock  
 Rear Child Safety Locks: rear child safety locks  
 Ignition Disable: SecuriLock immobilizer  
 Panic Alarm: panic alarm  
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll  
 Traction Control: ABS and driveline traction control  
 Front and Rear Headrests: manual adjustable front head restraints  
 Rear Headrest Control: 3 rear head restraints

#### Seats And Trim:

Seating Capacity max. seating capacity of 5  
 Front Bucket Seats: front bucket seats  
 Number of Driver Seat Adjustments: 6-way driver and passenger seat adjustments  
 Reclining Driver Seat: manual reclining driver and passenger seats  
 Driver Height Adjustment: manual height-adjustable driver and passenger seats  
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment  
 Front Centre Armrest Storage: front centre armrest  
 Rear Seat Type: rear full bench seat  
 Rear Folding Position: rear seat fold-forward seatback

Leather Upholstery: cloth front and rear seat upholstery

Headliner Material: full cloth headliner

Floor Covering: full carpet floor covering

Dashboard Console Insert, Door Panel Insert Combination: coloured instrument panel insert, door panel insert, console insert

Shift Knob Trim: urethane shift knob

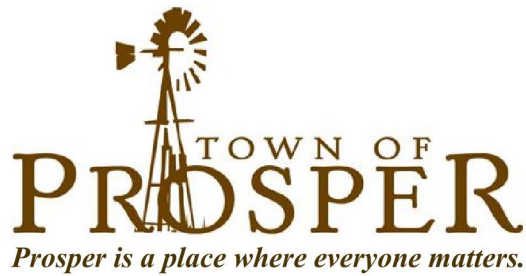
Floor Mats: carpet front floor mats

Standard Engine:

Engine 191-hp, 2.5-liter I-4 (hybrid regular gas)

Standard Transmission:

Transmission 2-speed CVT w/ OD



## FINANCE DEPARTMENT

**To: Mayor and Town Council**

**From: Bob Scott, Interim Town Manager**

**Re: Atmos Franchise Agreement Renewal**

**Town Council Meeting – January 24, 2023**

**Agenda Item:**

Consider and act upon an ordinance granting a non-exclusive gas franchise to Atmos Energy Corporation.

**Description of Agenda Item:**

The ordinance grants Atmos Energy Corporation (Atmos Energy) continued use of the Town's public rights-of-ways for the construction, maintenance and operation of pipelines and equipment for the transportation, delivery, sale, and distribution of gas in, out of, and through the Town of Prosper. The ordinance extends the term of the franchise to December 31, 2043, and requires Atmos Energy pay a franchise fee of five percent (5%) on gross revenues as outlined in the ordinance. In addition, if Atmos Energy should agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, that results in a franchise fee greater than the amount due to the Town under this ordinance, then the franchise fee to be paid by Atmos Energy to the Town, at the election of the Town, may be increased to the amount of the other municipal franchise ordinance.

**Budget Impact:**

The Town has budgeted \$255,000 for the current fiscal year for gas franchise fees.

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Ordinance

**Town Staff Recommendation:**

Town staff recommends that the Town Council approve an ordinance granting a non-exclusive gas franchise to Atmos Energy Corporation.

**Proposed Motion:**

I move to approve an ordinance granting a non-exclusive gas franchise to Atmos Energy Corporation.

**TOWN OF PROSPER, TEXAS****ORDINANCE NO. 2023-\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, GRANTING TO ATMOS ENERGY CORPORATION, A TEXAS AND VIRGINIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE TO CONSTRUCT, MAINTAIN, AND OPERATE PIPELINES AND EQUIPMENT IN THE TOWN OF PROSPER, TEXAS, FOR THE TRANSPORTATION, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID TOWN FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE PUBLIC RIGHTS-OF-WAYS; AND PROVIDING THAT SUCH FEE SHALL BE IN LIEU OF OTHER FEES AND CHARGES, EXCEPTING AD VALOREM TAXES; AND REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES.**

**WHEREAS**, the Town of Prosper and Atmos Energy Corporation have agreed to the terms of this Franchise Agreement; and

**WHEREAS**, this Franchise Agreement is consistent with other such Franchise Agreements between Texas municipalities and Atmos Energy Corporation.

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

**SECTION 1. GRANT OF AUTHORITY**

The Town of Prosper, Texas, hereinafter called "Town," hereby grants to Atmos Energy Corporation, Mid-Tex Division, hereinafter called "Atmos Energy," its successors and assigns, consent to use and occupy the present and future streets, alleys, highways, public utility easements, public ways and other public places ("Public Rights-of-Way"), for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment (the "System") to deliver, transport, and distribute gas in, out of, and through Town for persons, firms, and corporations, including all the general public, and to sell gas to persons, firms, and corporations, including all the general public, within the Town corporate limits, as such limits may be amended from time to time during the term of this franchise, said consent being granted for a term ending December 31, 2043.

**SECTION 2. CONSTRUCTION, MAINTENANCE, OPERATION & RELOCATION  
OF ATMOS ENERGY FACILITIES**

- A. Atmos Energy shall lay, maintain, construct, operate, and replace its pipes, mains, laterals, and other equipment to minimize interference with traffic, place or cause to be placed appropriate barriers to mark excavations or obstructions, and restore to approximate original condition all Public Rights-of-Way that it may disturb. In determining the location of the facilities of the Town and other users of Public Right-of-Way within Town, Town shall endeavor to minimize interference with then existing facilities of Atmos Energy and shall endeavor to require other users of Public Rights-of-Way to minimize interference with existing facilities of Atmos Energy. In the event of a conflict between the location of the proposed facilities of Atmos Energy and the location of the existing facilities of Town or other users of Public Rights-of-Way within Public Rights-of-Way that cannot otherwise be resolved, Town or an authorized agent of Town



shall resolve the conflict and determine the location of the respective facilities within the Public Rights-of-Way.

Atmos Energy or contractors working on behalf of Atmos Energy shall not be required to pay for street cutting, street excavation or other special permits related to excavations in Public Rights-of-Way in connection with Atmos Energy's operations in Public Rights-of-Way. Town shall provide Atmos Energy with its annual capital improvements plan as well as any updates or changes as soon as the plan, update, or change becomes available. Town shall notify Atmos Energy as soon as reasonably possible of any projects that will affect Atmos Energy's facilities located in the Public Rights-of-Way. When required by Town to remove or relocate its mains, laterals, and/or other facilities lying within Public Rights-of-Way, Atmos Energy shall do so as soon as practically possible with respect to the scope of the project. In no event shall Atmos Energy be required to remove or relocate its facilities in less than thirty (30) days from the time notice is given to Atmos Energy by Town; however, Atmos Energy shall promptly endeavor to remove or relocate such facilities.

- B. If Town, in constructing its sewers, drainage, water lines, streets, or utilities, should request that Atmos Energy remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way, Atmos Energy shall do so at its own expense for facilities that are in conflict, unless such work is for the primary purpose of beautification. Atmos Energy shall not be required to relocate facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Atmos Energy.

When Atmos Energy is required by Town to remove or relocate its mains, laterals, and other facilities lying within Public Rights-of-Way to accommodate a request by Town, and costs of utility removals or relocations are eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by Atmos Energy as a result of such removal or relocation, and such reimbursement is required to be handled through Town, Atmos Energy costs and expenses shall be included in any application by Town for reimbursement if Atmos Energy submits its cost and expense documentation to Town prior to the filing of the application. Town shall provide reasonable written notice to Atmos Energy of the deadline for Atmos Energy to submit documentation of the costs and expenses of such relocation to Town.

If Atmos Energy is required by Town to remove or relocate its mains, laterals, or other facilities lying within Public Rights-of-Way for any reason other than the construction or reconstruction of sewers, drainage, water lines, streets or utilities by Town, Atmos Energy shall be entitled to reimbursement from Town or others of the cost and expense of such removal or relocation.

- C. When Atmos Energy is required to remove or relocate its mains, laterals or other facilities to accommodate construction by Town without reimbursement from Town, Atmos Energy shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Atmos Energy to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal law. Town shall not oppose recovery of relocation costs when Atmos Energy is required by Town to perform relocation. Town shall not require that Atmos Energy document request for reimbursement as a pre-condition to recovery of such relocation costs.

- D. If Town abandons any Public Rights-of-Way in which Atmos Energy has facilities, such abandonment shall be conditioned on Atmos Energy's right to maintain its use of the former Public Right-of-Way and on the obligation of the party to whom the Public Right-of-Way is abandoned to reimburse Atmos Energy for all removal or relocation expenses if Atmos Energy agrees to the removal or relocation of its facilities following abandonment of the Public Right-of-Way. If the party to whom the Public Right-of-Way is abandoned requests Atmos Energy to remove or relocate its facilities and Atmos Energy agrees to such removal or relocation, such removal or relocation shall be done within a reasonable time at the expense of the party requesting the removal or relocation. If relocation cannot practically be made to another Public Right-of-Way, the expense of any Right-of-Way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

### **SECTION 3. INDEMNITY & INSURANCE**

In the event of injury to any person or damage to any property by reason of Atmos Energy's construction, operation, maintenance, or replacement of Atmos Energy's pipeline system within Public Rights-of-Way, Atmos Energy shall indemnify and keep harmless Town from any and all liability in connection therewith, except to the extent such injury or damage is attributable to the fault of the Town, including, without limitation, the Town's negligent or intentional acts or omissions. Atmos Energy's insurance of its obligations and risks undertaken pursuant to this franchise may be in the form of self-insurance to the extent permitted by applicable law, under an Atmos Energy plan of self-insurance maintained in accordance with sound accounting and risk-management practices.

### **SECTION 4. NON-EXCLUSIVE FRANCHISE**

The rights, privileges, and franchises granted by this ordinance are not to be considered exclusive, and Town hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for Town and the inhabitants thereof.

### **SECTION 5. PAYMENTS TO TOWN**

- A. Atmos Energy, its successors and assigns, agrees to pay and Town agrees to accept, on or before the 1<sup>st</sup> day of March, 2023, and on or before the same day of each succeeding year during the term of this franchise the last payment being made on the 1<sup>st</sup> day of March, 2043, a sum of money which shall be equivalent to five percent (5%) of the Gross Revenues, as defined in 5.B. below, received by Atmos Energy during the preceding calendar year.
- B. "Gross Revenues" shall mean:
- (1) all revenues received by Atmos Energy from the sale of gas to all classes of customers (excluding gas sold to another gas utility in the Town for resale to its customers within Town) within the Town;
  - (2) all revenues received by Atmos Energy from the transportation of gas through the System of Atmos Energy within the Town to customers located within the Town (excluding any gas transported to another gas utility in Town for resale to its

customers within Town);

- (3) the value of gas transported by Atmos Energy for Transport Customers through the System of Atmos Energy within the Town ("Third Party Sales")(excluding the value of any gas transported to another gas utility in Town for resale to its customers within Town), with the value of such gas to be established by utilizing Atmos Energy's monthly Weighted Average Cost of Gas charged to industrial customers in the Mid-Tex division, as reasonably near the time as the transportation service is performed; and
- (4) "Gross Revenues" shall also include the following "miscellaneous charges": charges to connect, disconnect, or reconnect gas and charges to handle returned checks from consumers within the Town.
- (5) "Gross Revenues" shall not include:
  - (a) revenues billed but not ultimately collected or received by Atmos Energy;
  - (b) contributions in aid of construction;
  - (c) the revenue of any affiliate or subsidiary of Atmos Energy;
  - (d) sales tax and franchise fees paid to the Town;
  - (e) interest or investment income earned by Atmos Energy; and
  - (f) monies received from the lease or sale of real or personal property, provided, however, this exclusion does not apply to the lease of facilities within the Town's Right-of-Way.

- C. The initial payment for the rights and privileges herein provided shall be for the privilege period January 1 through December 31, 2023, and each succeeding payment shall be for the privilege period of the calendar year in which the payment is made.

It is also expressly agreed that the aforesaid payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as an ad valorem, special, or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character that Town may now impose or hereafter levy and collect from Atmos Energy or Atmos Energy's agents, excepting only the usual general or special ad valorem taxes that Town is authorized to levy and impose upon real and personal property. If the Town does not have the legal power to agree that the payment of the foregoing sums of money shall be in lieu of taxes, licenses, fees, street or alley rentals or charges, easement or franchise taxes or charges aforesaid, then Town agrees that it will apply so much of said sums of money paid as may be necessary to satisfy Atmos Energy's obligations, if any, to pay any such taxes, licenses, charges, fees, rentals, easement or franchise taxes or charges aforesaid.

- D. Effect of Other Municipal Franchise Ordinance Fees Accepted and Paid by Atmos Energy

If Atmos Energy should at any time after the effective date of this Ordinance agree to a new municipal franchise ordinance, or renew an existing municipal franchise ordinance, with another municipality in Atmos Energy's Mid-Tex Division, which municipal franchise

ordinance determines the franchise fee owed to that municipality for the use of its public Rights-of-Way in a manner that, if applied to Town, would result in a franchise fee greater than the amount otherwise due Town under this Ordinance, then the franchise fee to be paid by Atmos Energy to Town pursuant to this Ordinance may, at the election of Town, be increased so that the amount due and to be paid is equal to the amount that would be due and payable to Town were the franchise fee provisions of that other franchise ordinance applied to Town. Town acknowledges that the exercise of this right is conditioned upon Town's acceptance of all terms and conditions of the other municipal franchise *in toto*. Town may request waiver of certain terms and Atmos Energy may grant, in its sole reasonable discretion, such waiver.

E. Atmos Energy Franchise Fee Recovery Tariff

- (1) Atmos Energy may file with Town a tariff or tariff amendment(s) to provide for the recovery of the franchise fees under this agreement.
- (2) Town agrees that (i) as regulatory authority, it will adopt and approve the ordinance, rates or tariff which provide for 100% recovery of such franchise fees as part of Atmos Energy's rates; (ii) if Town intervenes in any regulatory proceeding before a federal or state agency in which the recovery of Atmos Energy's franchise fees is an issue, Town will take an affirmative position supporting 100% recovery of such franchise fees by Atmos Energy and; (iii) in the event of an appeal of any such regulatory proceeding in which Town has intervened, Town will take an affirmative position in any such appeals in support of the 100% recovery of such franchise fees by Atmos Energy.
- (3) Town agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by Atmos Energy.

F. Lease of Facilities Within Town's Rights-of-Way. Atmos Energy shall have the right to lease, license or otherwise grant to a party other than Atmos Energy the use of its facilities within Town's public rights-of-way provided: (i) Atmos Energy first notifies Town of the name of the lessee, licensee or user; the type of service(s) intended to be provided through the facilities; and the name and telephone number of a contact person associated with such lessee, licensee or user and (ii) Atmos Energy makes the franchise fee payment due on the revenues from such lease pursuant to Section 5 of this Ordinance. This authority to Lease Facilities within Town's Rights-of-Way shall not affect any such lessee, licensee or user's obligation, if any, to pay franchise fees.

G. Town shall within thirty (30) days of final approval, give Atmos Energy notice of annexations and disannexations of territory by Town, which notice shall include a map and addresses, if known. Upon receipt of said notice, Atmos Energy shall promptly initiate a process to reclassify affected customers into Town limits no later than sixty (60) days after receipt of notice from Town. The annexed areas added to Town limits will be included in future franchise fee payments in accordance with the sales tax effective date of the annexation if notice was timely received from Town. Upon request from Town, Atmos Energy will provide documentation to verify that affected customers were appropriately reclassified and included for purposes of calculating franchise fee payments. In no event shall the Atmos Energy be required to add premises for the purposes of calculating franchise payment prior to the earliest date that the same premises are added for purposes of collecting sales tax.

## **SECTION 6. ACCEPTANCE OF FRANCHISE**

In order to accept this franchise, Atmos Energy must file with the Town Secretary its written acceptance of this franchise ordinance within sixty (60) days after its final passage and approval by Town. If such written acceptance of this franchise ordinance is not filed by Atmos Energy, the franchise ordinance shall be rendered null and void.

When this franchise ordinance becomes effective, all previous ordinances of Town granting franchises for gas delivery purposes that were held by Atmos Energy shall be automatically canceled and annulled, and shall be of no further force and effect.

## **SECTION 7. PARAGRAPH HEADINGS. CONSTRUCTION**

The paragraph headings contained in this ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this ordinance and this ordinance shall not be construed either more or less strongly against or for either party.

## **SECTION 8. EFFECTIVE DATE**

If Atmos Energy accepts this ordinance, it becomes effective as of January 24, 2023.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF JANUARY, 2023.**

**APPROVED:**

\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

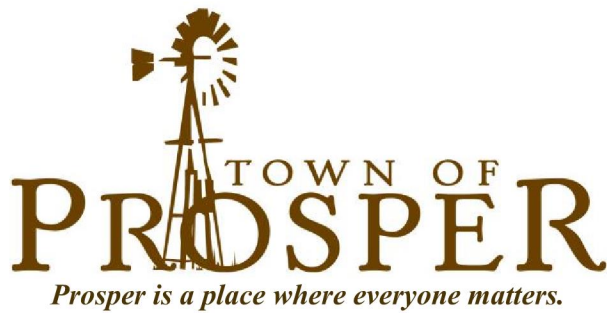
**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Terrence S. Welch, Town Attorney

**TOWN OF PROSPER**

WITNESS MY HAND AND SEAL OF SAID TOWN, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Michelle Lewis Sirianni, Town Secretary  
Town of Prosper, Texas



**To:** Mayor and Town Council

**From:** David Soto, Planning Manager

**Through:** Bob Scott, Interim Town Manager  
Chuck Ewings, Executive Director of Development and Infrastructure Services

**Re:** Zoning 207 E. Broadway

**Town Council Meeting – January 24, 2023**

**Agenda Item:**

Conduct a public hearing and consider and act upon a request to rezone 0.1± acres from Single Family-15 (SF-15) to Downtown Office (DTO), on Lots 10A & 11B, located on the north side of Broadway Street, east of Coleman Street. (Z22-0017).

**Description of Agenda Item:**

The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Single Family-15	Single Family Residence	Old Town Office
<b>North</b>	Single Family-15	Single Family Residence	Old Town Office
<b>East</b>	Downtown Office - DTO	Office	Old Town Office
<b>South</b>	Single Family-15	Single Family Residential	Old Town Office
<b>West</b>	Single Family-15	Vacant Land	Old Town Office

**Requested Zoning** – The purpose of this request is to rezone the property to the Downtown Office District to allow for development of an office building in the future. The existing house will not be removed. At the time of an application for “straight” zoning, the applicant is not required to submit



an exhibit depicting how the property will be specifically developed or elevations of the proposed building. Prior to development, the developer will be required to submit a Site Plan for review and approval by the Planning & Zoning Commission. The applicant has been advised of the standards necessary for development.

**Future Land Use Plan** – The Future Land Use Plan recommends Downtown Office (DTO) District. The proposed zoning request conforms to the Future Land Use Plan.

**Thoroughfare Plan** – This property currently has direct access to Broadway Street.

**Parks Master Plan** – The Parks Master Plan does not indicate a park is needed on the subject property. However, an 8ft hike and bike trail is being proposed along Broadway Street in the downtown area. That project is not currently in Engineering's 5-year plan. However, when that does take place, this property will be impacted by such development.

**Legal Obligations and Review:**

Notification was provided to neighboring property owners as required by State Law. To date, Town staff has not received any Public Hearing Notice Reply Forms.

**Attachments:**

1. Aerial and Zoning Maps
2. Exhibit A

**Planning & Zoning Recommendation:**

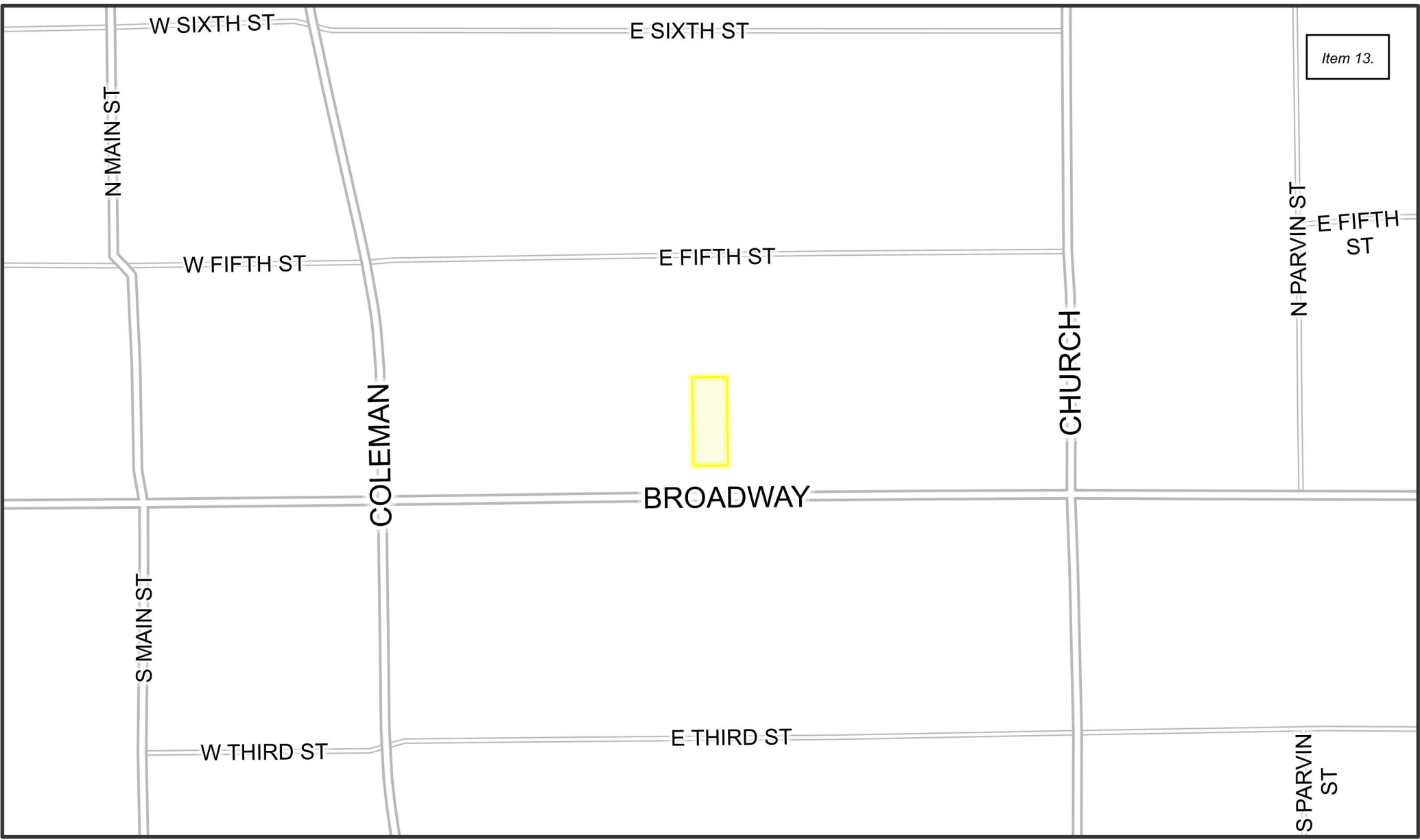
At their November 15, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approved the request, by a vote of 5-0.

**Town Staff Recommendation:**

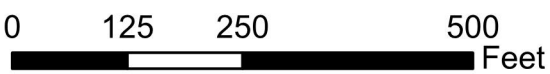
Staff has observed the site and its surrounding environment. Staff understands that there are numerous non-residential uses and residential uses within the surrounding area. Furthermore, it is recommended per the Comprehensive Plan for downtown office uses. The zoning request would be consistent with the uses in the surrounding area. As a result, staff recommends approval of this zoning request.

**Proposed Motion:**

I move to approve/deny a request to rezone 0.1± acres from Single Family-15 (SF-15) to Downtown Office (DTO), on Lots 10A & 11B, located on the north side of Broadway Street, east of Coleman Street. (Z22-0017).



Item 13.



**Z22-0017**  
207 E Broadway Zoning

Page 85

Straight Zoning

This map for illustration purposes only



EXHIBIT "A"

Metes and Bounds Description: (0.177 Acres)

Being a tract of land, situated in the Collin County School Land Survey, Abstract No. 147, in the Town of Prosper, Collin County, Texas, and being all of that tract of land, described in deed to ██████████ recorded under Document No. 2022000120499, of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and also being part of Lots 10 and 11, Block 10, of BRYANT'S ADDITION TO PROSPER, an addition to the Town of Prosper, as recorded in Volume 116, Pages 162-163, of the Deed Records, Collin County, Texas (D.R.C.C.T.), said tract being more particularly described, as follows:

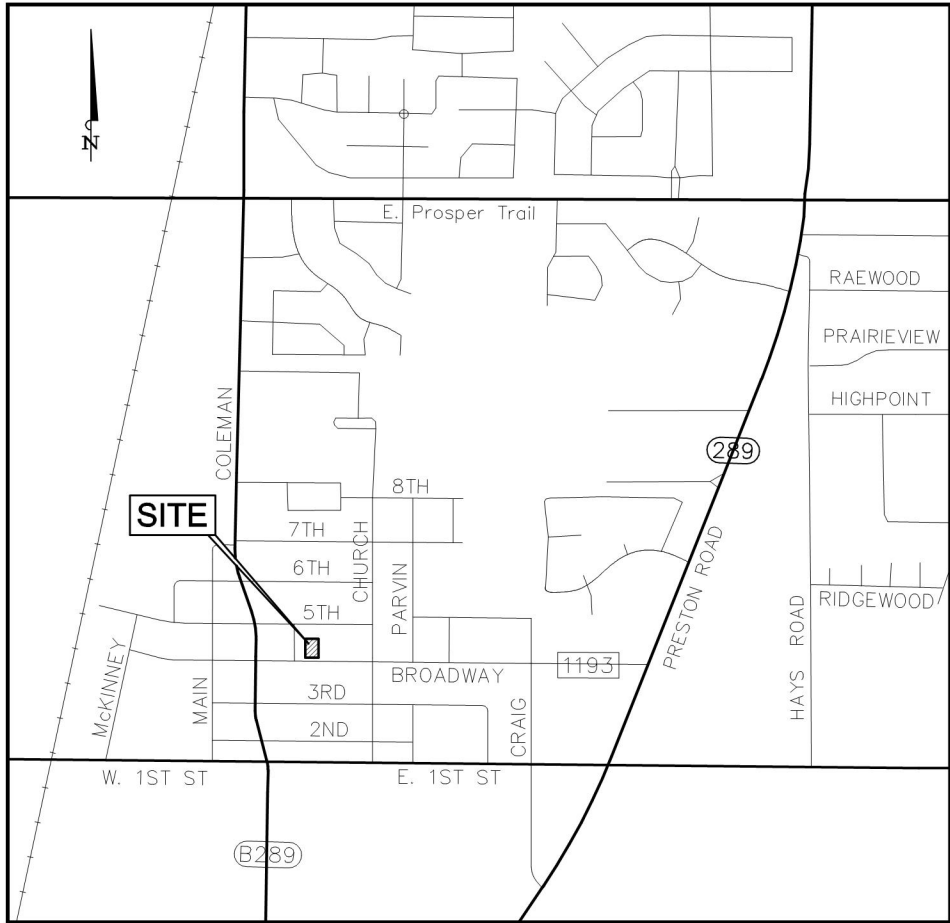
**BEGINNING** at an "X" found in concrete for the southeasterly corner of said ██████████ tract, same being the southwesterly corner of a tract of land, described in deed to Legacy Premier Group, LLC, as recorded under Document No. 20140919001020830, O.P.R.C.C.T., said corner also being in the northerly monumented line of E. Broadway Street, said corner also being in the southerly line of said Lot 10;

**THENCE** South 89°07'20" West, along the northerly monumented line of E. Broadway Street, same being along the southerly line of said Lots 10 and 11, a distance of 55.00' to a 1/2" iron rod with a plastic cap stamped "CBG" found for the southwesterly corner of said ██████████ tract, same being the southeasterly corner of a called 0.289 acre tract of land, described in deed to Gold Metal LLC, as recorded under Document No. 20171204001604120, O.P.R.C.C.T.;

**THENCE** North 00°22'18" West, over and across said Lot 11, same being along the common line between said ██████████ tract and said 0.289 acre tract, a distance of 140.01' to a 1/2" iron rod with a plastic cap stamped "CBG" found for the northwesterly corner of said ██████████ tract, same being the northeasterly corner of said 0.289 acre tract, said corner also being in the southerly monumented line of a called 20' alley and being in the northerly line of said Lot 11;

**THENCE** North 89°07'20" East, along the southerly line of said 20' alley, same being the northerly line of Lots 11 and 10, same also being the northerly line of said ██████████ tract, a distance of 55.00' to a 1/2" iron rod with a plastic cap stamped "CBG" found for the northeasterly corner of said ██████████ tract, same being the northwesterly corner of the aforementioned Legacy Premier Group, LLC tract;

**THENCE** South 00°22'18" East, over and across said Lot 10, same being along the common line between said ██████████ tract and said Legacy Premier Group, LLC tract, a distance of 140.01' to the **POINT OF BEGINNING** and containing 7,700 square feet or 0.177 acres of land, more or less.



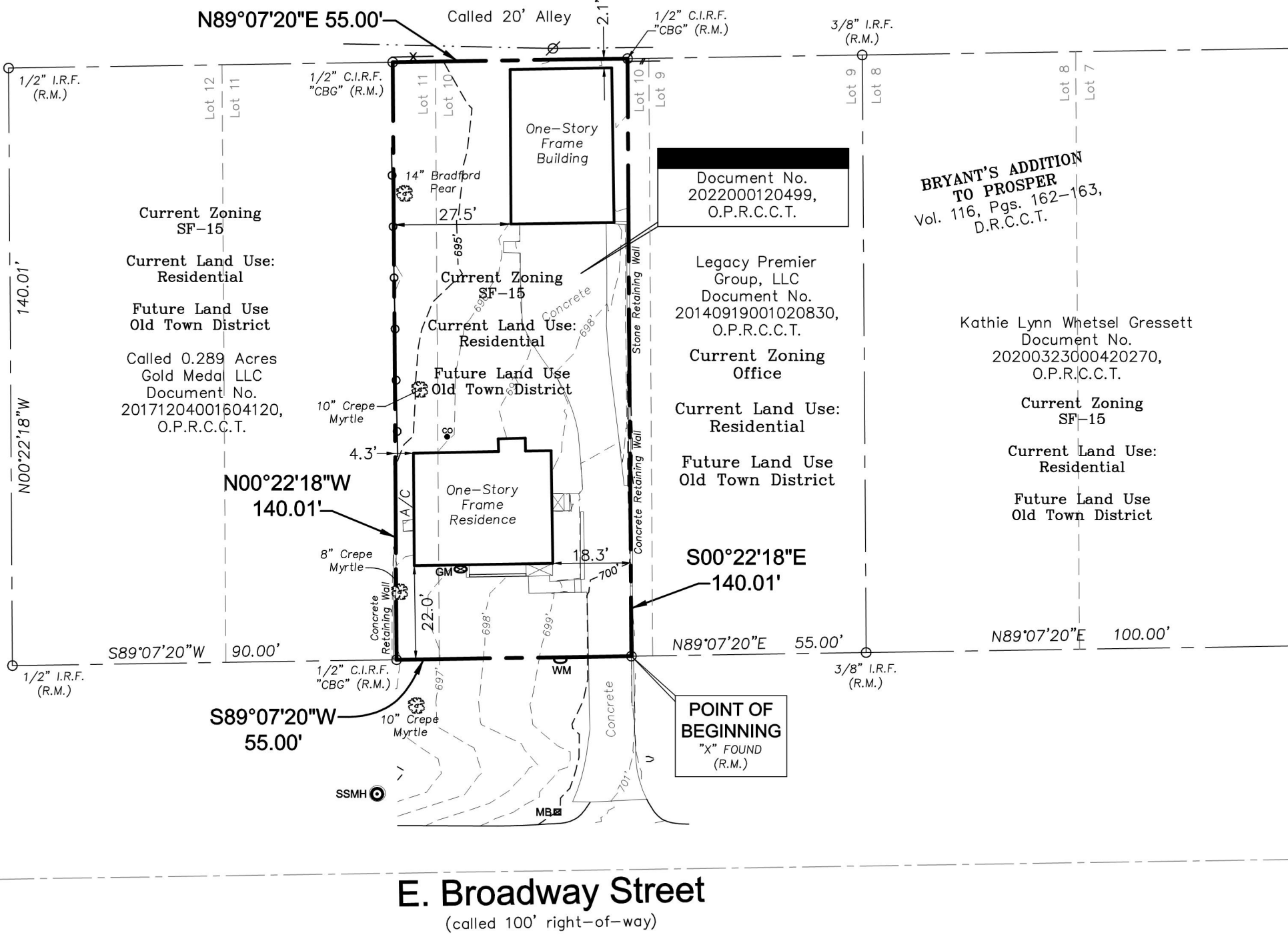
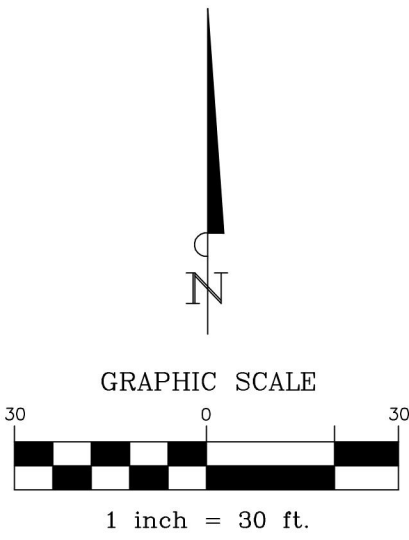
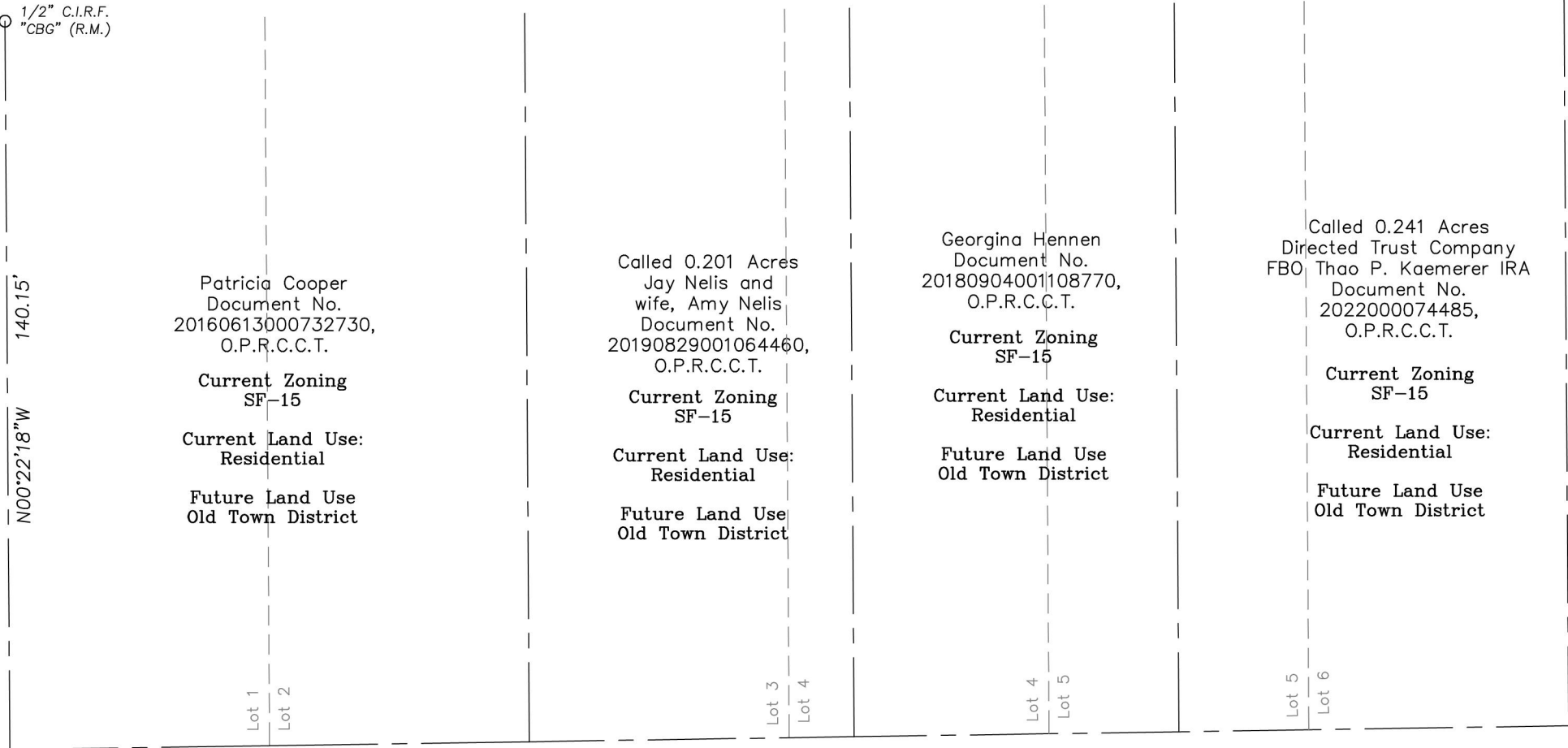
Vicinity Map  
(not to scale)

Innovation Properties 4, LLC  
Document No. 2022000125120,  
O.P.R.C.C.T.  
  
Current Zoning SF-15  
Current Land Use: Residential  
Future Land Use Old Town District

V. C. Spradley  
Vol. 656, Pg. 567,  
D.R.C.C.T.  
  
Current Zoning SF-15  
Current Land Use: Residential  
Future Land Use Old Town District

Don Metticia and Marcey Metticia  
Document No. 20171204001604120,  
O.P.R.C.C.T.  
  
Current Zoning SF-15  
Current Land Use: Residential  
Future Land Use Old Town District

Hall Street  
(called 60' right-of-way)



College Street  
(public right-of-way)

E. Broadway Street  
(called 100' right-of-way)

General Notes:

- According to the Flood Insurance Rate Map of Collin County, Texas, Map No. 48085C0235J, Map Revised June 02, 2009, the herein described property is located in Zone "X", described by said map to be, "areas determined to be outside the 0.2% annual chance floodplain". This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor in any way. No floodplain exists on the herein described property.
- The surveyor has relied on the herein described subject deed and plat with regard to any easements, restrictions, or rights-of-way affecting the above described Property. No additional research regarding said easements, restrictions or rights-of-way has been performed by the surveyor.
- Bearings are based on the Texas State Plane Coordinate System, North Central Zone (4202), NAD83 (2011). Surface values shown can be converted to Grid by dividing by the combined scale factor of 0.9998445731.
- The thoroughfare alignment(s) shown on this exhibit are for illustration purposes and does not set the alignment. The alignment is determined at the time of Final Plat.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Surveyor's Certification:

This survey was completed without the benefit of a current title commitment.  
I, Michael B. Arthur, Registered Professional Land Surveyor in and for the State of Texas, hereby certify that the plat hereon represents an actual survey made on the ground and that all lines and dimensions shown are correct to the best of my knowledge. There were no visible conflicts found during the time of this survey, except as shown. This survey substantially complies with the current Texas Society of Professional Surveyors Manual of Practice for a Category 1A, Condition II, Survey.

Michelle Loretta Martinez  
Document No. 20100218000160900,  
O.P.R.C.C.T.  
  
Current Zoning SF-15  
Current Land Use: Residential  
Future Land Use Old Town District

Kevin R. and Barbara G. Carter  
C.C.F.# 99-0134055,  
D.R.C.C.T.  
  
Current Zoning SF-15  
Current Land Use: Residential  
Future Land Use Old Town District

Cursum Perfficio 2, LLC  
Document No. 20210806001587560,  
O.P.R.C.C.T.  
  
Current Zoning SF-15  
Current Land Use: Residential  
Future Land Use Old Town District

Hector Morelos and wife, Maria Morelos  
Vol. 4722, Pg. 3154,  
D.R.C.C.T.  
  
Current Zoning SF-15  
Current Land Use: Residential  
Future Land Use Old Town District

Ethelyn M. Bell and Charles Thomas Bell  
Document No. 20150625000768640,  
O.P.R.C.C.T.  
  
Current Zoning SF-15  
Current Land Use: Residential  
Future Land Use Old Town District

Broadway Station Office Park, LLC  
Document No. 20180918001174110,  
O.P.R.C.C.T.  
  
Current Zoning Office  
Current Land Use: Residential  
Future Land Use Old Town District

OWNER:

CASE NO.: Z22-0017

ZONING EXHIBIT  
0.177 ACRES  
PART OF  
LOTS 10 AND 11, BLOCK 10  
BRYANT'S ADDITION  
TO PROSPER  
TOWN OF PROSPER,  
COLLIN COUNTY, TEXAS



North Texas  
Surveying, L.L.C.

Registered Professional Land Surveyors

1010 West University  
McKinney, Tx. 75069  
Ph. (469) 424-2074 Fax: (469) 424-1997  
www.northtexassurveying.com  
Firm Registration No. 10074200

ABBREVIATIONS

I.R.F. = Iron Rod Found  
(R.M.) = Reference Monument  
C.I.R.F. = Capped Iron Rod Found  
C.I.R.S. = 1/2" iron rod with yellow plastic cap stamped "RPLS 5686" set  
M.R.C.C.T. = Map Records, Collin County, Texas  
D.R.C.C.T. = Deed Records, Collin County, Texas  
O.P.R.C.C.T. = Official Public Records, Collin County, Texas

SYMBOLS LEGEND

✕-✕	Pipe Roll Fence	WM	Water Valve
—#—	Wood Fence	WM	Water Meter
—●—	Chain Link Fence	FD	Fire Hydrant
—P—	Concrete	ICV	Irrigation Control Valve
—//—	Asphalt	SS	Sanitary Sewer Cleanout
☆	Light Standard	SSMH	Sanitary Sewer Manhole
—G—	Guy Wire/Anchor	SDMH	Storm Drain Manhole
—U—	Utility Pole	GM	Gas Meter
—W—	Overhead Wires	GV	Gas Valve





## PLANNING

**To:** Mayor and Town Council

**From:** David Soto, Planning Manager

**Through:** Bob Scott, Interim Town Manager  
Chuck Ewings, Executive Director of Development and Infrastructure Services

**Re:** Specific Use Permit – Wireless Communications and Support Structure

Town Council Meeting – January 24, 2023

**Agenda Item:**

Conduct a Public Hearing and consider and act upon a request for a Specific Use Permit for a new Wireless Communications and Support Structure, on .2± acre, located on the north side of Prosper Trail, west of Legacy Drive. (S22-0011)

**Description of Agenda Item:**

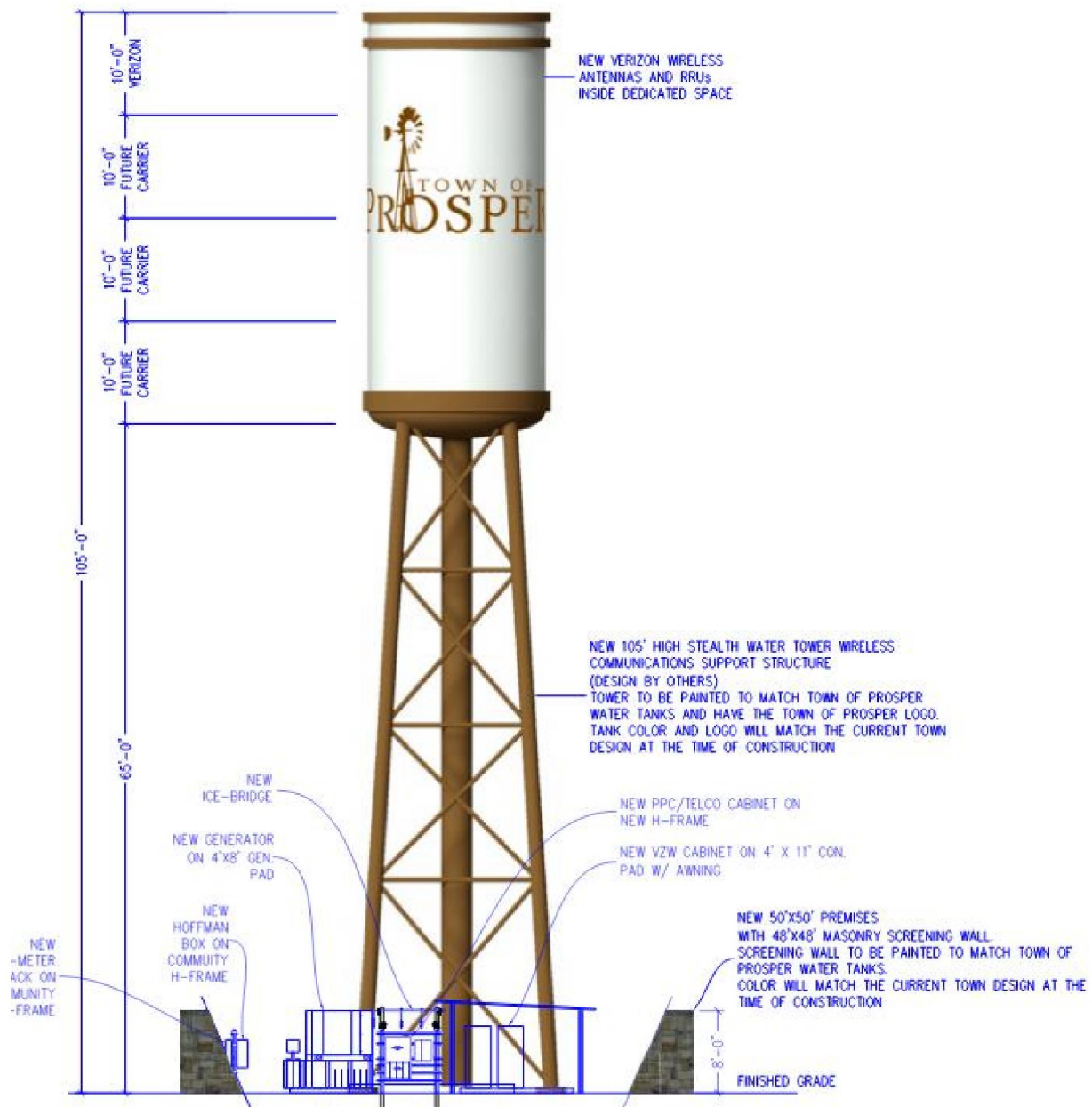
The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Agricultural	Residential-Developed	Retail & Neighborhood Services
<b>North</b>	Planned Development-110	Legacy Storage Center	Retail & Neighborhood Services
<b>East</b>	Agricultural	Residential-Developed	Retail & Neighborhood Services
<b>South</b>	Agricultural	Residential-Developed	Retail & Neighborhood Services
<b>West</b>	Agricultural	Residential Developed	Medium Density Residential

Requested Zoning – The purpose of this request is to allow construction of a new 105' Wireless Communications and Support Structure. The Specific Use Permit shows four (4) Wireless Communication antennas that would be placed on the structured and their associated 50' by 50' ground lease area. These antennas would be screened and not visible to the surrounding area. The ground equipment is in an area currently screened with an 8' Masonry screening wall.

In 2020, The Town has completed a survey on areas of opportunities for wireless communication and support structures. The goal for this survey was to provide developers areas that were well suited for such use and was to provide a comprehensive plan of communication towers for the Town of Prosper. These areas are potentially schools sites, parks or town properties. Regarding this specific request, this area is not one of those areas of opportunities. The applicant has provided information on why this area should be given consideration of a new Wireless Communications and Support Structure.

Below is the exhibit of the proposed tower.



The Zoning Ordinance contains the following four (4) criteria to be considered in determining the validity of a SUP request.



1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*
2. *Are the activities requested by the applicant normally associated with the requested use?*
3. *Is the nature of the use reasonable?*
4. *Has any impact on the surrounding area been mitigated?*

Staff believes the applicant has satisfied the criteria and recommends approval of the request.

**Future Land Use Plan** – The Future Land Use Plan recommends Retail & Neighborhood Services.

**Thoroughfare Plan** – This property currently has direct access to Legacy Drive.

**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 Zoning Ordinance and state law. To date, staff has received one letter of support.

**Attachments:**

1. Aerial and Zoning Maps
2. Exhibits.
3. Letter of intent
4. Reply Form
5. Area of Opportunities Map

**Planning & Zoning Recommendation:**

At their December 6, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approved the request, by a vote of 7-0 subject that the elevations match the Town standards to include the Town Logo and Town color scheme. Since then the applicant has revised to include the town logo and town color scheme.

**Town Staff Recommendation:**

Town staff recommends approval of a request for a Specific Use Permit for a new Wireless Communications and Support Structure, on .2± acre, located on the north side of Prosper Trail, west of Legacy Drive. (S22-0011)

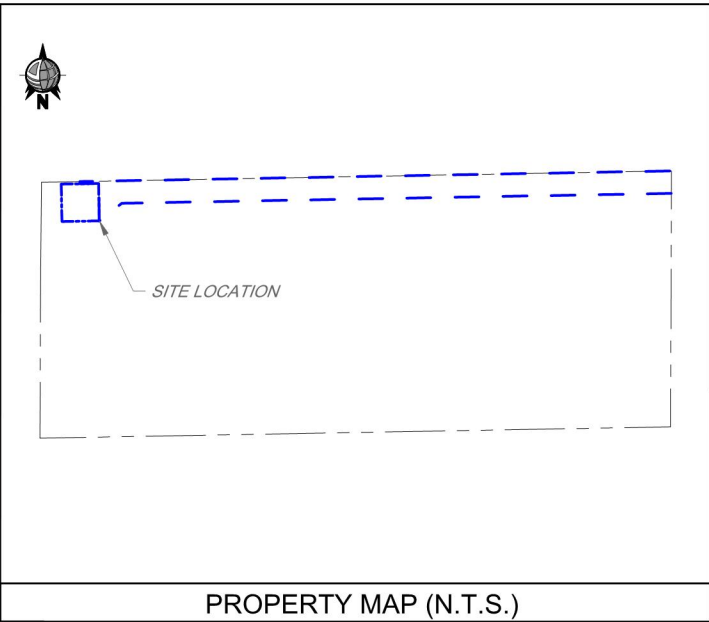
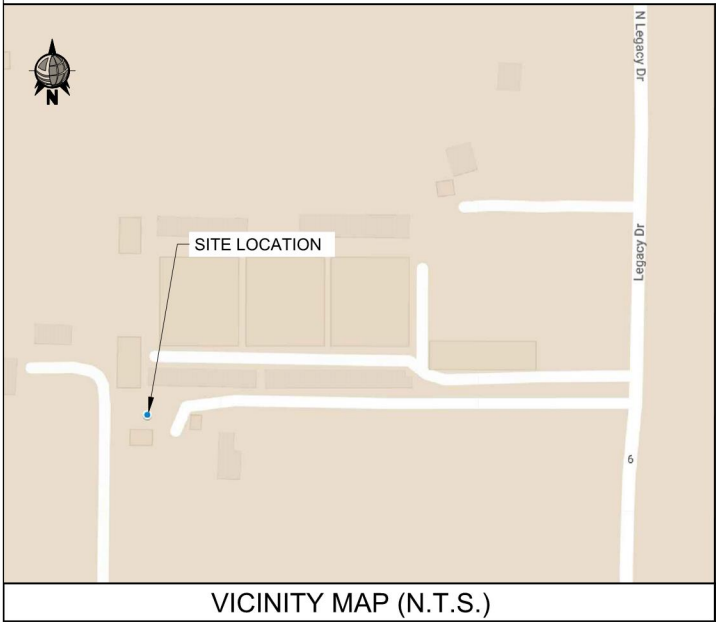
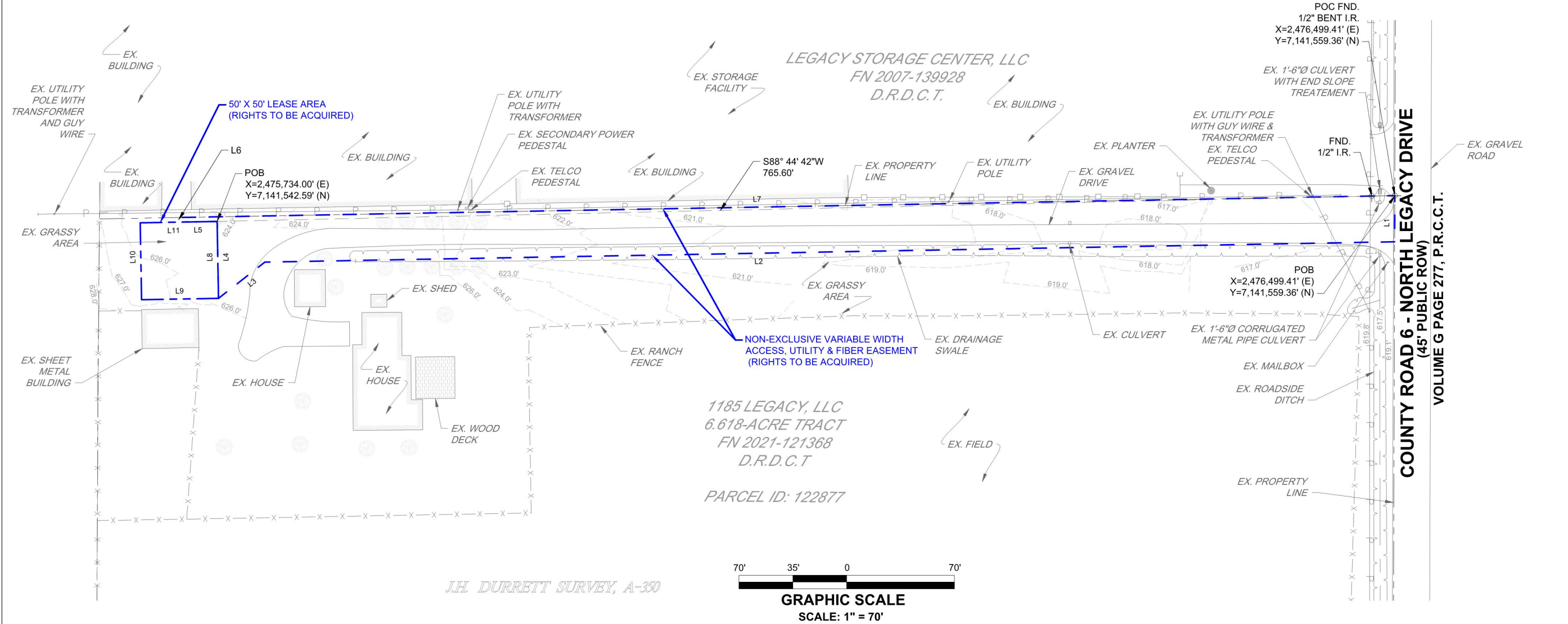
**Proposed Motion:**

I move to approve/deny a request for a Specific Use Permit for a new Wireless Communications and Support Structure, on .2± acre, located on the north side of Prosper Trail, west of Legacy Drive. (S22-0011)





FAA 1A INFORMATION		LINE TABLE			LINE TABLE		
LATITUDE	33.249453°	LINE #	DISTANCE	BEARING	LINE #	DISTANCE	BEARING
LONGITUDE	-96.840765°	L1	30.01'	S00° 10' 48"E	L7	790.59'	N88° 58' 10"E
ELEVATION	626.0' AMSL	L2	734.41'	S88° 58' 10"W	L8	50.00'	S01° 01' 50"E
		L3	38.24'	S51° 59' 52"W	L9	50.00'	S88° 58' 10"W
		L4	50.00'	N01° 01' 50"W	L10	50.00'	N01° 01' 50"W
		L5	25.00'	S88° 58' 10"W	L11	50.00'	N88° 58' 10"E
		L6	3.00'	N01° 01' 50"W			



ABBREVIATIONS	
AMSL B.L. B.W. C.L. D.E. D.R.D.C.T. EX. FN I.P. I.R. P.R.C.C.T. POB POC O.H. STM.S.E. S.S.E. TYP U.E. W.L.E.	AVERAGE MEAN SEA LEVEL BUILDING LINE BARBED WIRE CHAINLINK DRAINAGE EASEMENT DEED RECORDS OF DENTON COUNTY, TEXAS EXISTING FILE NUMBER IRON PIPE IRON ROD PLAT RECORDS OF COLLIN COUNTY, TEXAS POINT OF BEGINNING POINT OF COMMENCEMENT OVERHEAD STORM SEWER EASEMENT SANITARY SEWER EASEMENT TYPICAL UTILITY EASEMENT WATER LINE EASEMENT
LEGEND	
--- LESSEE LEASE AREA --- LESSEE EASEMENT -x-x- EX. RANCH FENCE -o-o- EX. WROUGHT IRON FENCE -v-v- EX. HIGH BANK	--- EX. EASEMENT --- EX. PROPERTY LINE -p-p- EX. OH POWER LINES -x- EX. UTILITY POLE -x- EX. TELCO PEDESTAL -x- EX. MANHOLE -x- EX. PLANTER

SURVEY PREPARED FOR:

Item 14.

ANTHEMNET, INC.

5944 LUTHER LANE  
SUITE 725  
DALLAS, TX 75225  
PHONE: 512-539-7151

SURVEY PREPARED BY:

3DD&E

3D DESIGN & ENGINEERING INC.  
DEPARTMENT OF SURVEYING  
21502 E WINTER VIOLET CT  
CYPRESS, TX. 77433  
PHONE: 832-510-9621  
www.3ddne.com  
INFO@3DDNE.COM  
TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY
1	8-24-22	NEW TITLE REPORT	PM
1	11-23-22	PERMIT REV	PM

SITE EXHIBIT AND DESCRIPTION

ANTEHMNET - TEXAS AREA  
**PROSPER STAR**  
LEGACY DR  
PROSPER, TX 75078

STATE OF TEXAS  
REGISTERED  
HELENE F. LECOANET  
6567  
PROFESSIONAL  
LAND SURVEYOR

HELENE F. LECOANET, RPLS  
TEXAS REGISTRATION NO. 6567

DRAWN BY: PDM  
CHECKED BY: HL  
DATE: 11/23/2022

SHEET 1 OF 2

SURVEY NOT WITHOUT ALL S

Page 94

EXHIBIT A



50'X50' LEASE AREA DESCRIPTION:

BEING A 50'X50' LEASE AREA CONTAINING 0.0574 ACRES (2,500.00 SQUARE FEET) LOCATED IN THE J.H. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 6.618-ACRE TRACT AS RECORDED IN FILE NUMBER 2021-121368 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, SAID 0.0574-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A 1/2" BENT IRON ROD MONUMENTING THE NORTHEAST CORNER OF SAID 6.618-ACRE TRACT AND HAVING A STATE PLANE COORDINATE VALUE OF X=2,476,499.41 (E), Y=7,141,559.36 (N);

THENCE SOUTH 88 DEGREES 44 MINUTES 42 SECONDS WEST, 765.60 FEET TO THE POINT OF BEGINNING AND NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2,475,734.00 (E), Y=7,141,542.59 (N);

THENCE SOUTH 01 DEGREES 01 MINUTES 50 SECONDS EAST, 50.00 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 50.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 50.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEGREES 58 MINUTES 10 SECONDS EAST, 50.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0574 ACRES (2,500.00 SQUARE FEET) OF LAND.

NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT DESCRIPTION:

BEING A NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT CONTAINING 0.5368 ACRES (23,384.69 SQUARE FEET) LOCATED IN THE J.H. DURRETT SURVEY, ABSTRACT NO. 350, DENTON COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 6.618-ACRE TRACT AS RECORDED IN FILE NUMBER 2021-121368 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS, SAID 0.5368-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

BEGINNING AT A 1/2" BENT IRON ROD MONUMENTING THE NORTHEAST CORNER OF SAID 6.618-ACRE TRACT AND HAVING A STATE PLANE COORDINATE VALUE OF X=2,476,499.41 (E), Y=7,141,559.36 (N);

THENCE SOUTH 00 DEGREES 10 MINUTES 48 SECONDS EAST, 30.01 FEET ALONG THE EASTERLY PROPERTY LINE OF SAID 6.618-ACRE TRACT, TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 734.41 FEET TO AN INTERIOR SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 51 DEGREES 59 MINUTES 52 SECONDS WEST, 38.24 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 50.00 FEET TO AN INTERIOR WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 88 DEGREES 58 MINUTES 10 SECONDS WEST, 25.00 FEET TO A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 01 MINUTES 50 SECONDS WEST, 3.00 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88 DEGREES 58 MINUTES 10 SECONDS EAST, 790.59 FEET TO THE POINT OF BEGINNING, CONTAINING 0.5368 ACRES (23,384.69 SQUARE FEET) OF LAND.

GENERAL NOTES:

1. ALL BEARINGS ARE GRID BEARINGS BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 AND ARE ROUNDED TO THE NEAREST SECOND. ALL DISTANCES ARE REPRESENTED IN GRID VALUES, BASED ON SAID HORIZONTAL DATUM AND ARE MEASURED IN US SURVEY FEET TO THE NEAREST HUNDREDTH OF FOOT.
2. ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (GEOID18) AND ARE DETERMINED TO THE NEAREST TENTH OF FOOT.
3. PROVIDED ELEVATIONS, LATITUDE AND LONGITUDE VALUES ARE FROM GPS OBSERVATIONS (TYPE OF EQUIPMENT: TRIMBLE R2-TDC600, DATE OF SURVEY: 06/17/2022).
4. BASIS OF BEARING: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
5. BASIS OF ELEVATION: GPS OBSERVATIONS CONDUCTED AT THE TIME OF THE SURVEY.
6. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY AND NO BOUNDARY SURVEY OF THE PARENT TRACT WAS PERFORMED.
7. THIS SURVEY CONTAINS A DRAWING AND METES & BOUNDS DESCRIPTIONS FOR A 50'X50' LEASE AREA AND A NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT THAT WERE PREPARED FOR THE EXCLUSIVE USE OF ANTHEMNET, INC. AND EXCLUSIVELY FOR THE TRANSFER OF THE LESSEE PREMISES SHOWN HEREON. THE LEASE AREA AND THE EASEMENTS WILL NOT BE MONUMENTED.
8. THIS SURVEY WAS BASED ON INFORMATION FOUND IN THE ABSTRACTOR CERTIFICATE ISSUED BY TEXAS ABSTRACT SERVICES, CONTROL NO. 23049, DATED JULY 14, 2022.
9. NO WETLAND AREAS HAVE BEEN INVESTIGATED BY THIS SPECIFIC SURVEY.
10. ALL ZONING INFORMATION SHOULD BE VERIFIED WITH PROPER ZONING OFFICIALS.
11. UTILITY EASEMENTS AS SHOWN HEREON ARE BASED ON FIELD OBSERVATIONS CONDUCTED ON 06/17/2022. UNDERGROUND UTILITIES MAY EXIST AND WERE NOT PHYSICALLY LOCATED AS A PART OF THIS SURVEY.
12. AT THE TIME OF THE SURVEY, THE 50'X50' LEASE AREA AND THE NON-EXCLUSIVE VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT LIED WITHIN AN UNSHADED AREA OF MINIMAL FLOOD HAZARD ZONE X ACCORDING TO FEMA FIRM PANEL MAP NUMBER 48121C0430G, EFFECTIVE 04/18/2011 (DENTON COUNTY, TEXAS).

EASEMENTS AND AGREEMENT:

EASEMENTS AND AGREEMENT HEREON WERE LISTED IN THE ABSTRACTOR CERTIFICATE ISSUED BY TEXAS ABSTRACT SERVICES, CONTROL NO. 23049, DATED JULY 14, 2022:

- RIGHT-OF-WAY EASEMENT DATED APRIL 13, 1938 GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 402, PAGE 318 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. (THE EASEMENT DOES NOT HAVE SUFFICIENT DATA TO DETERMINE ITS LOCATION)
- RIGHT-OF-WAY EASEMENT DATED FEBRUARY 26, 1946 GRANTED TO DENTON COUNTY ELECTRIC COOPERATIVE, INC., AS RECORDED IN VOLUME 402, PAGE 374 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS. (THE EASEMENT DOES NOT HAVE SUFFICIENT DATA TO DETERMINE ITS LOCATION)
- MEMORANDUM OF COMMUNICATIONS FACILITY SITE LEASE AGREEMENT DATED JUNE 14, 2022 BETWEEN 1185 LEGACY, LLC AND ANTHEMNET, INC. AS RECORDED IN FILE NUMBER 2022-98972 OF THE DEED RECORDS OF DENTON COUNTY, TEXAS.



SURVEY PREPARED FOR:

Item 14.

ANTHEMNET

ANTHEMNET, INC.  
5944 LUTHER LANE  
SUITE 725  
DALLAS, TX 75225  
PHONE: 512-539-7151

SURVEY PREPARED BY:

3DD&E

3D DESIGN & ENGINEERING INC.  
DEPARTMENT OF SURVEYING  
21502 E WINTER VIOLET CT  
CYPRESS, TX. 77433  
PHONE: 832-510-9621  
www.3ddne.com  
INFO@3DDNE.COM

TEXAS REGISTRATION NO. 10194603

REV	DATE	DESCRIPTION	BY
1	8-24-22	NEW TITLE REPORT	PM
1	11-23-22	PERMIT REV	PM

SITE EXHIBIT AND DESCRIPTION

ANTEHMNET - TEXAS AREA  
PROSPER STAR  
LEGACY DR  
PROSPER, TX 75078

STATE OF TEXAS  
REGISTERED  
HELENE F. LECOANET  
6567  
PROFESSIONAL  
LAND SURVEYOR

I HEREBY CERTIFY TO ANTHEMNET, INC. THAT THIS SURVEY WAS MADE BY ME, OR UNDER MY DIRECT SUPERVISION, ON THE GROUND OF THE LEASE AREA, AND ASSOCIATED EASEMENT PREMISES HEREIN DESCRIBED, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED HEREON TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF.

HELENE F. LECOANET, RPLS  
TEXAS REGISTRATION NO. 6567

DRAWN BY: PDM

CHECKED BY: HL

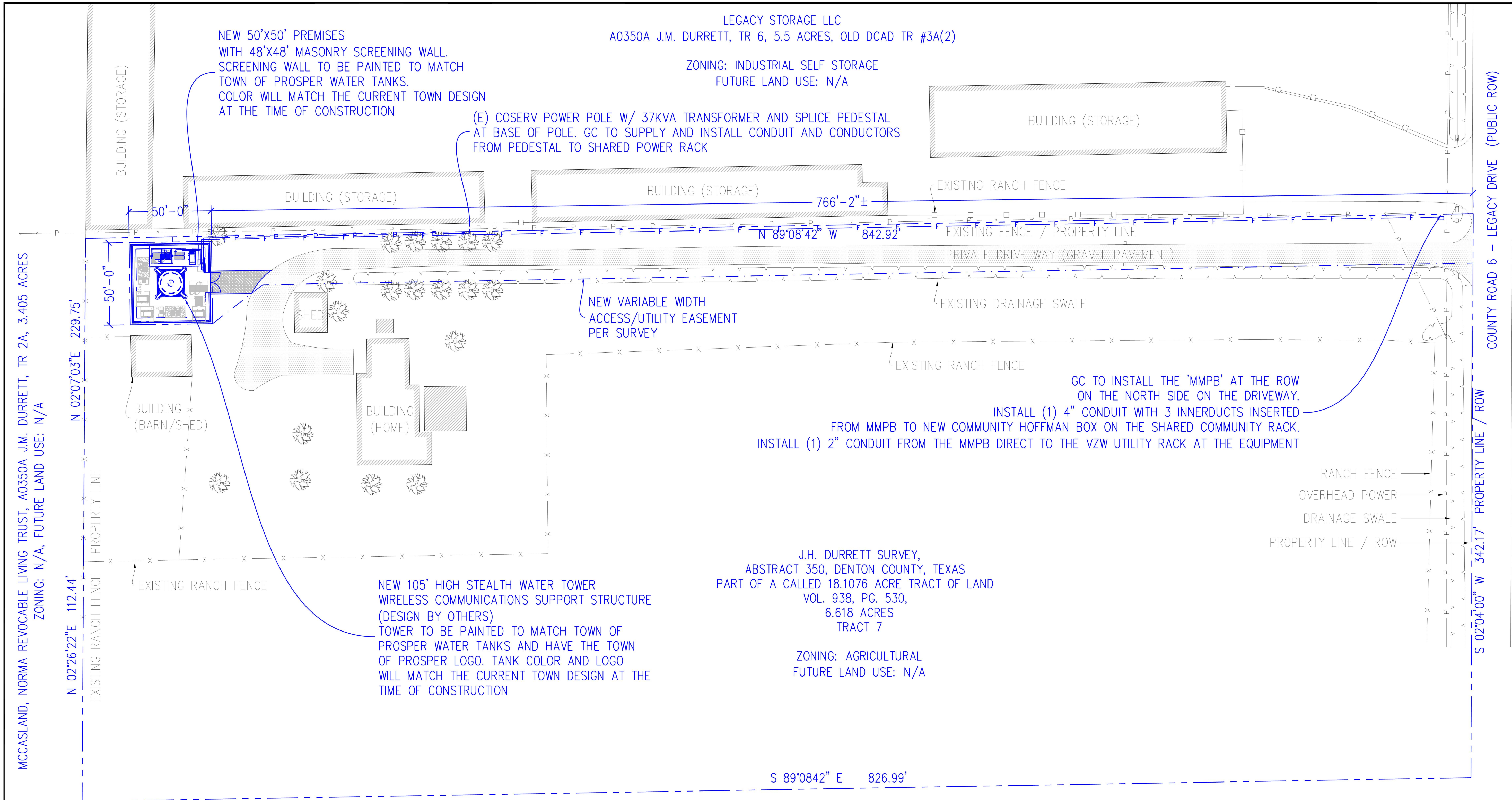
DATE: 11/23/2022

SHEET 2 OF 2

SURVEY NOT WITHOUT ALL S

Page 95





ABBREVIATIONS

AMSL	AVERAGE MEAN SEA LEVEL
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAINLINK
D.E.	DRAINAGE EASEMENT
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
EX.	EXISTING
FN	FILE NUMBER
I.P.	IRON PIPE
I.R.	IRON ROD
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
O.H.	OVERHEAD
STM.S.E.	STORM SEWER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
TYP	TYPICAL
U.E.	UTILITY EASEMENT
W.L.E.	WATER LINE EASEMENT

LEGEND

---	LESSEE LEASE AREA	- - -	EX. EASEMENT
---	LESSEE EASEMENT	---	EX. PROPERTY LINE
---	EX. RANCH FENCE	---	FIBER LINE
---	EX. WROUGHT IRON FENCE	---	POWER LINE
---	EX. HIGH BANK	---	EX. UTILITY POLE
		---	EX. TELCO PEDESTAL
		---	EX. MANHOLE
		---	EX. PLANTER

FOR 24" X 36" PLOT - 1" = 30'

FOR 11" X 17" PLOT - 1" = 60'

0

15'

30'

60'

NORTH

ANTHEMNET

ACGI# 22-2082, 22-4198,

DRAWN BY: CG/MG

CHECKED BY: CZ

4 11/23/22 REVISED SURVEY

5 12/02/22 REMOVED LANDSCAPE

6 12/29/22 REVISED TOWER COLORS

7 01/17/23 CHANGE TO 'TOWN' OF PROSPER

ALLPRO

CONSULTING GROUP, INC.

9221 Lyndon B Johnson Fwy  
Suite 204, Dallas, TX 75243  
Phone: 972-231-8893  
Fax: 866-364-8375  
www.allprocg.com  
registration no. 8242

01/17/23

STATE OF TEXAS

SHIQIANG ZHANG

137482

PROFESSIONAL ENGINEER

'PROSPER STAR'

NEW CELL SITE BUILD  
STEALTH  
WATER TOWER  
WIRELESS  
COMMUNICATION  
SUPPORT STRUCTURE

OWNER  
1185 LEGACY LLC  
3225 MCLEOD DR  
LAS VEGAS, NV 89121-2257

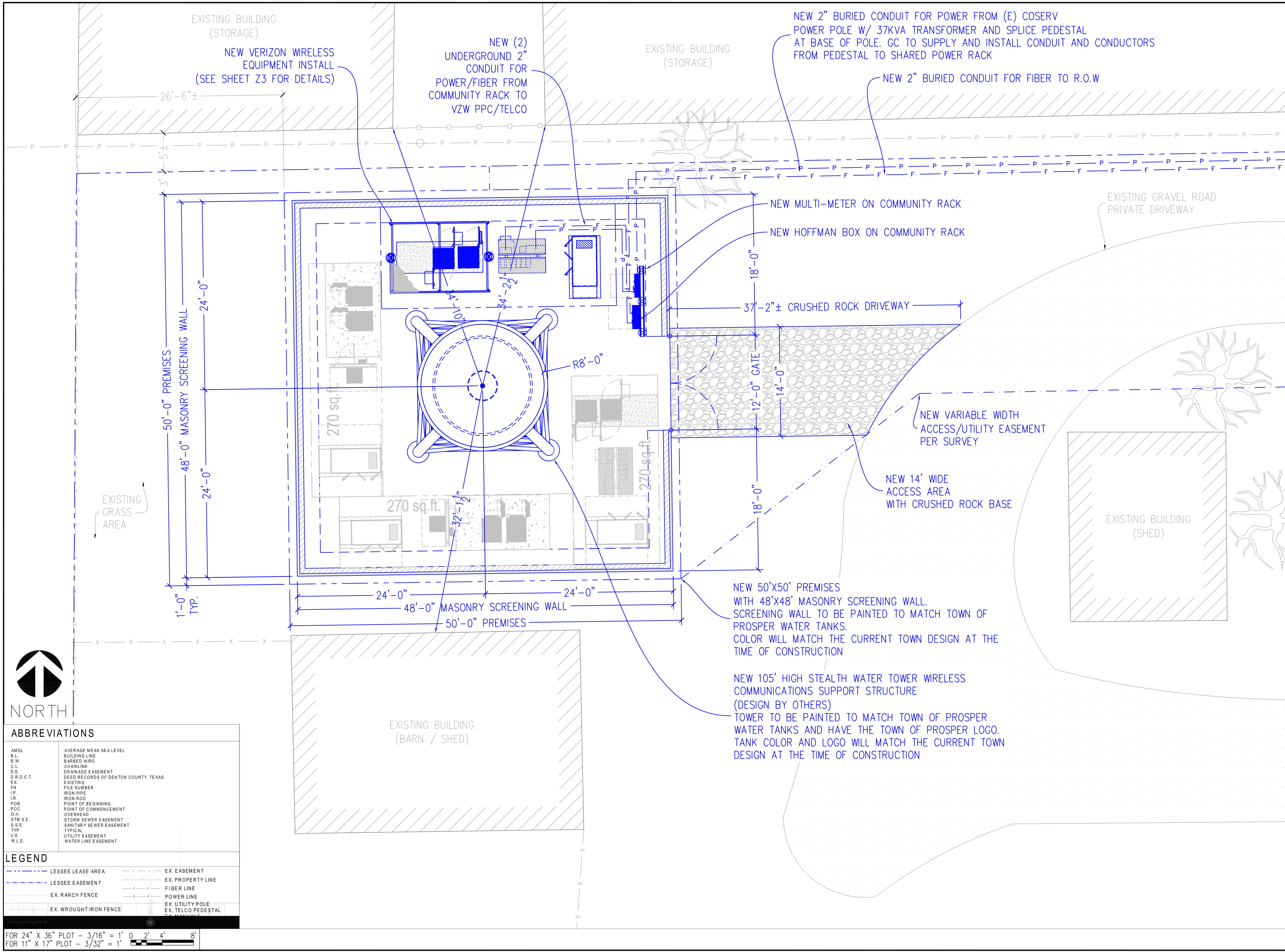
LEGAL DESCRIPTION  
J.H. DURRETT SURVEY, ABSTRACT  
NO. 350, DENTON COUNTY, TEXAS,  
AND BEING OUT OF AND PART OF  
A 6.618-ACRE, TRACT 7  
AS RECORDED IN FILE NUMBER  
2021-121368 OF THE DEED  
RECORDS OF DENTON COUNTY,  
TEXAS

ADDRESS  
1185 N LEGACY DR  
PROSPER, TX 75078  
DENTON COUNTY

SHEET TITLE  
OVERALL SITE PLAN

SHEET NUMBER  
Z-1





ABBREVIATIONS	
AMSL	AVERAGE MEAN SEA LEVEL
B.L.	BUILDING LINE
B.W.	BARBED WIRE
C.L.	CHAINLINK
D.E.	DRAINAGE EASEMENT
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
EX.	EXISTING
FN	FILE NUMBER
I.P.	IRON PIPE
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LEGEND	
LESSEE LEASE AREA	EX. EASEMENT
LESSEE EASEMENT	EX. PROPERTY LINE
EX. RANCH FENCE	FIBER LINE
EX. WROUGHT IRON FENCE	POWER LINE
	EX. UTILITY POLE
	EX. TELCO PEDESTAL

FOR 24" X 36" PLOT - 3/16" = 1' 0 2' 4' 8'  
FOR 11" X 17" PLOT - 3/32" = 1'



ACGI#	22-2082, 22-4198,
DRAWN BY:	CG/MG
CHECKED BY:	CZ
4	11/23/22 REVISED SURVEY
5	12/02/22 REMOVED LANDSCAPE
6	12/29/22 REVISED TOWER COLORS
7	01/17/23 CHANGE TO 'TOWN' OF PROSPER

**ALLPRO**  
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Fax: 866-364-8375  
www.allprocg.com  
registration no. 8242



**'PROSPER STAR'**

**NEW CELL SITE BUILD  
STEALTH  
WATER TOWER  
WIRELESS  
COMMUNICATION  
SUPPORT STRUCTURE**

OWNER  
1185 LEGACY LLC  
3225 MCLEOD DR  
LAS VEGAS, NV 89121-2257

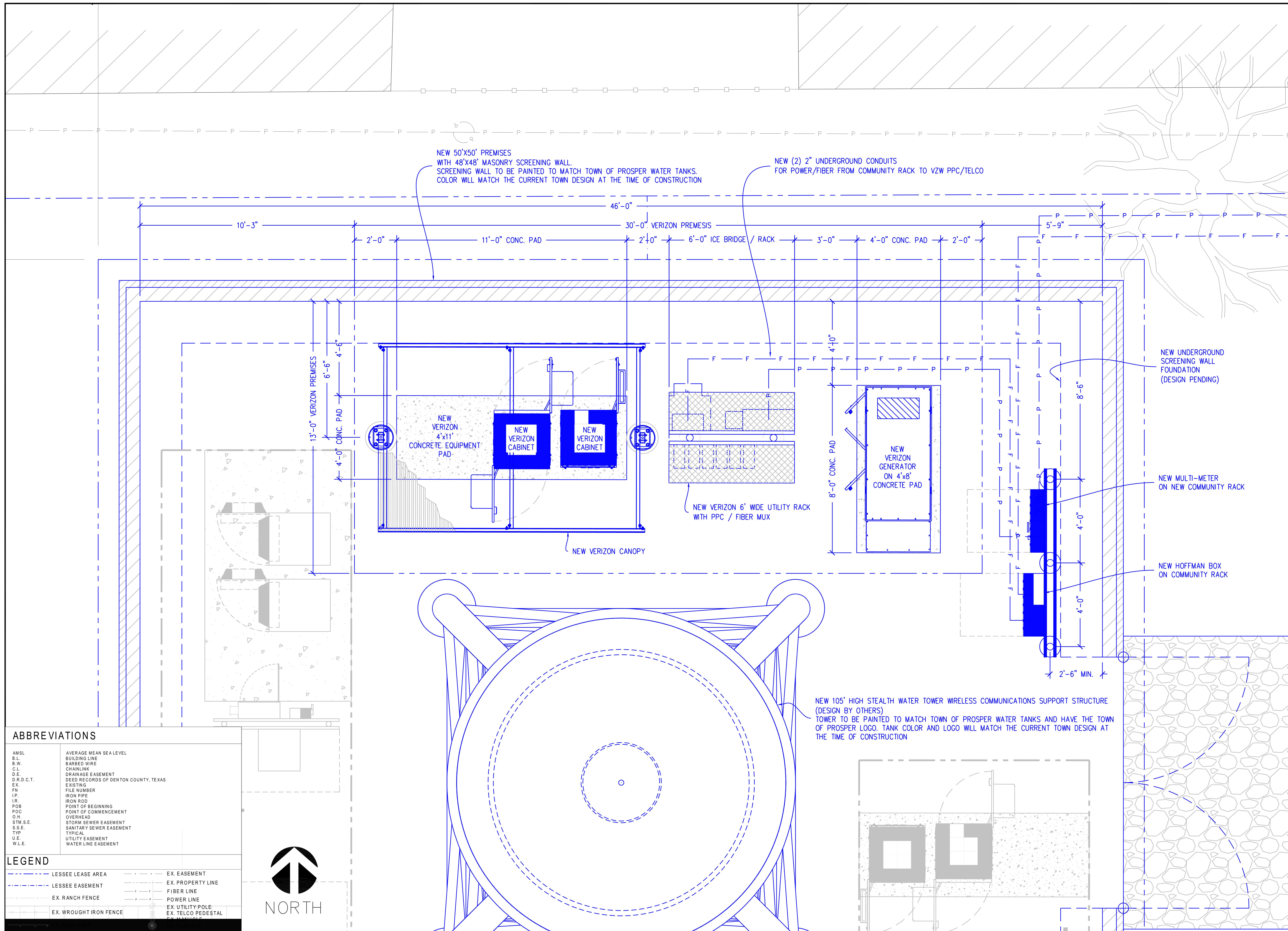
LEGAL DESCRIPTION  
J.H. DURRETT SURVEY, ABSTRACT  
NO. 350, DENTON COUNTY, TEXAS,  
AND BEING OUT OF AND PART OF  
A 6.618-ACRE, TRACT 7  
AS RECORDED IN FILE NUMBER  
2021-121368 OF THE DEED  
RECORDS OF DENTON COUNTY,  
TEXAS

ADDRESS  
1185 N LEGACY DR  
PROSPER, TX 75078  
DENTON COUNTY

SHEET TITLE  
ENLARGED SITE PLAN

SHEET NUMBER  
**Z-2**





ACGI# 22-2082, 22-4198,

DRAWN BY: CG/MG

CHECKED BY: CZ

4	11/23/22	REVISED SURVEY
5	12/02/22	REMOVED LANDSCAPE
6	12/29/22	REVISED TOWER COLORS
7	01/17/23	CHANGE TO 'TOWN' OF PROSPER



ALLPRO  
CONSULTING GROUP, INC.  
9221 Lyndon B Johnson Fwy  
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www.allproci.com  
registration no. 8242

01/17/23



'PROSPER STAR'

NEW CELL SITE BUILD  
STEALTH  
WATER TOWER  
WIRELESS  
COMMUNICATION  
SUPPORT STRUCTURE

OWNER  
1185 LEGACY LLC  
3225 MCLEOD DR  
LAS VEGAS, NV 89121-2257

LEGAL DESCRIPTION  
J.H. DURRETT SURVEY, ABSTRACT  
NO. 350, DENTON COUNTY, TEXAS,  
AND BEING OUT OF AND PART OF  
A 6.618-ACRE, TRACT 7  
AS RECORDED IN FILE NUMBER  
2021-121368 OF THE DEED  
RECORDS OF DENTON COUNTY,  
TEXAS

ADDRESS  
1185 N LEGACY DR  
PROSPER, TX 75078  
DENTON COUNTY

SHEET TITLE  
VERIZON EQUIPMENT PLAN

SHEET NUMBER

**Z-3**



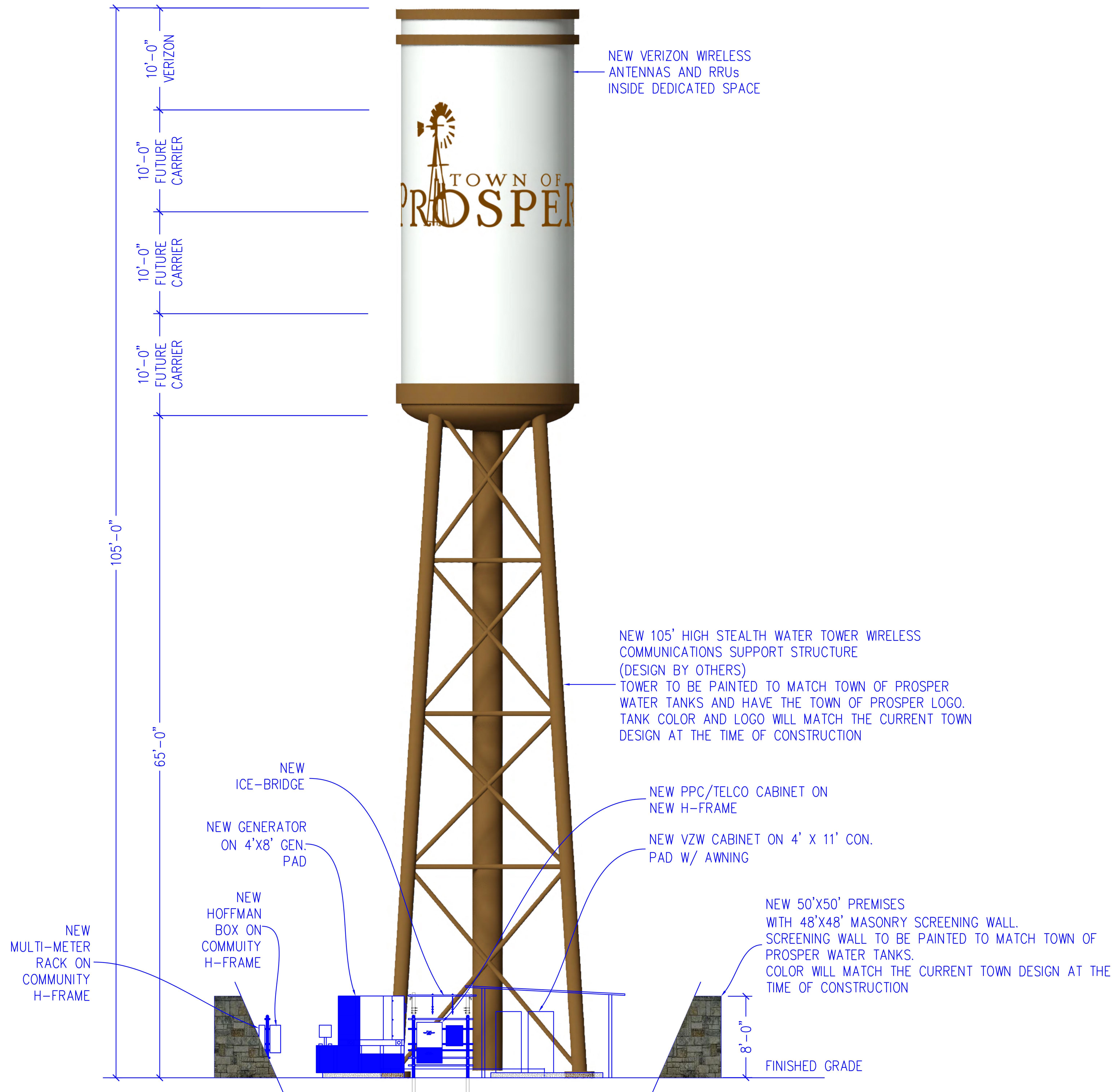


PHOTO SIMULATION



ACGI# 22-2082, 22-4198,

DRAWN BY: CG/MG

CHECKED BY: CZ

4	11/23/22	REVISED SURVEY
5	12/02/22	REMOVED LANDSCAPE
6	12/29/22	REVISED TOWER COLORS
7	01/17/23	CHANGE TO 'TOWN' OF PROSPER



CONSULTING GROUP, INC.  
9221 Lyndon B Johnson Fwy  
Suite 204, Dallas, TX 75243  
Phone: 972-231-8893  
Fax: 866-364-8375  
www.allprocg.com  
registration no. 8242

01/17/23



'PROSPER STAR'

NEW CELL SITE BUILD  
STEALTH  
WATER TOWER  
WIRELESS  
COMMUNICATION  
SUPPORT STRUCTURE

OWNER  
1185 LEGACY LLC  
3225 MCLEOD DR  
LAS VEGAS, NV 89121-2257

LEGAL DESCRIPTION  
J.H. DURRETT SURVEY, ABSTRACT  
NO. 350, DENTON COUNTY, TEXAS,  
AND BEING OUT OF AND PART OF  
A 6.618-ACRE, TRACT 7  
AS RECORDED IN FILE NUMBER  
2021-121368 OF THE DEED  
RECORDS OF DENTON COUNTY,  
TEXAS

ADDRESS  
1185 N LEGACY DR  
PROSPER, TX 75078  
DENTON COUNTY

SHEET TITLE  
EQUIPMENT ELEVATION

SHEET NUMBER

Z-4





11710 FM 2661  
Tyler, Texas 75709

November 23, 2022

Site Name: **Prosper Star**  
Project: **New Site Build**  
Site Address: **1185 N Legacy Dr**  
**Prosper, Texas 75078**  
Tower Type: **Stealth Silo**  
Jurisdiction: **City of Prosper, Texas**

**Re: Specific Use Permit for a Stealth Telecommunications Tower**

**Letter of Intent**

Anthemnet, Inc is requesting a Specific Use Permit (SUP) for construction of a 105' stealth water tank telecommunications tower with ground equipment located within a 50' x 50' masonry fenced compound. The proposed tower and compound will be located on property owned by 1185 Legacy, LLC off of County Road 6/Legacy Drive near the intersection of Legacy Dr. and W Prosper Trail. This property is zoned "Agriculture".

Verizon's requested antenna centerline is 100' which is essential to communicate with the other towers and antennas in the area. The 100' antenna centerline is also shown in the coverage maps provided, and, by lowering the height, the overall coverage would diminish and would not provide enough service to meet Verizon's coverage objectives. The tower will accommodate three additional future wireless carriers, for a total of four carriers.

The proposed tower will be designed to withstand high wind gusts, specific structural calculations will be provided with the Tower Design during the permitting process. With regard to the fall zone, the tower will also be designed to counteract failure by causing the top portion of the structure to break off cleanly and fall within a certain distance, leaving the lower half of the structure standing. This will ensure a smaller fall zone and therefore, minimize damage to surrounding structures.

The entire subject property on which the tower will be located is described as 6.618 acres in the J.H. Durrett Survey, Abstract No 350, Denton County, Texas. The tower and compound will be located approximately 600 ft from the nearest public roadway within a 50'x50' lease area containing 0.0574 acres.

Please feel free to contact me with any questions.

Sincerely,

*Lisa Smith*

Lisa Smith  
C.A. Bass, LLC  
(903)596-8464  
Lisa.smith@cabass.net

## David Soto

---

**From:** David Tittle <davidnnn@att.net>  
**Sent:** Tuesday, November 29, 2022 11:12 AM  
**To:** David Soto  
**Subject:** [\*EXTERNAL\*] - Zoning Case: S22-0011 Anthemnet Stealth Water Tank Telecommunications Tower

\*\*\*\*\* This is an email from an EXTERNAL source. DO NOT click links or open attachments without positive sender verification of purpose. Never enter USERNAME, PASSWORD or sensitive information on linked pages from this email. \*\*\*\*\*

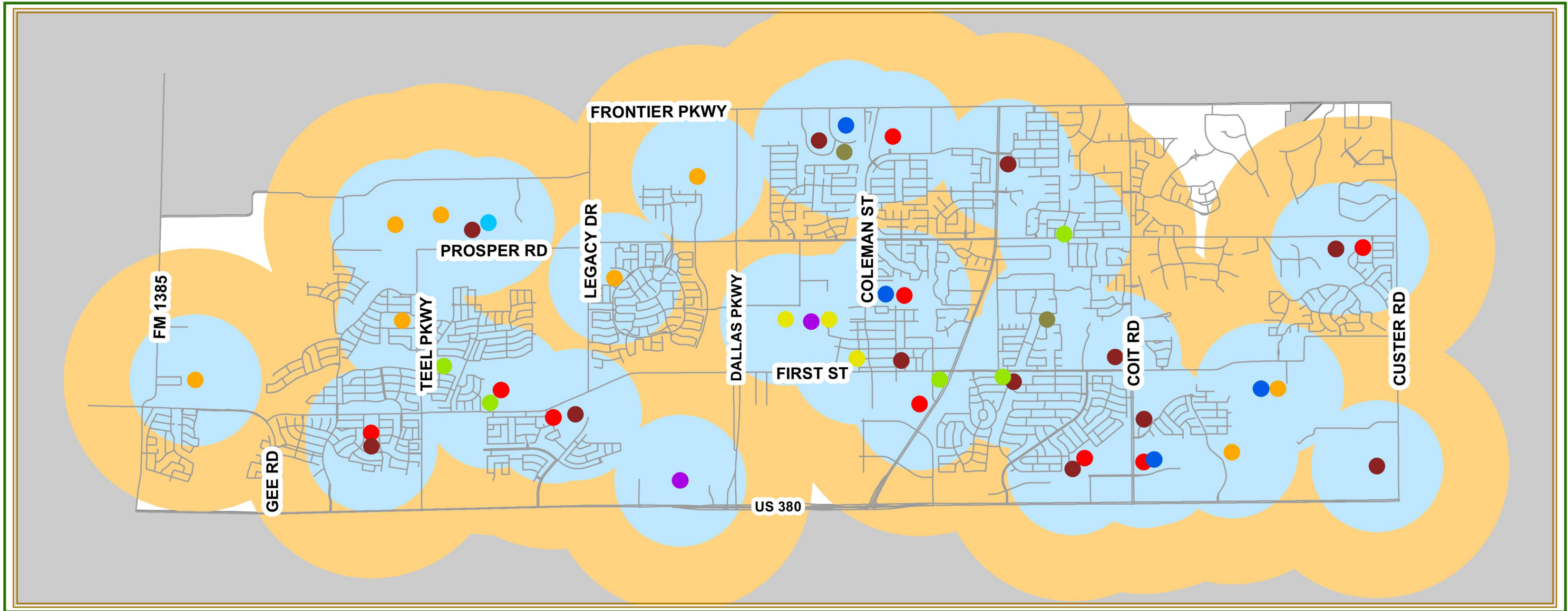
Dear Mr. Soto,

I want to formally express my support for the Zoning Case: S22-0011 -Anthemnet Stealth Water Tank Telecommunications Tower.

David & Charlotte Tittle  
1185 Legacy Dr.  
Prosper, Tx. 75078

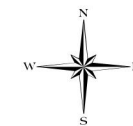
# Wireless Communication Exhibit

Item 14.

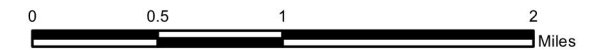


## Legend

- |   |  |   |   |
|---|--|---|---|
| <span style="color: blue;">●</span> Existing & Proposed Stadium Lights                    | <span style="color: red;">●</span> ISD Existing School       | <span style="color: yellow;">●</span> Town Facility       | <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 1/2 Mile Coverage |
| <span style="color: olive;">●</span> Existing Wireless Communication & Support Structure  | <span style="color: orange;">●</span> ISD Future School Site | <span style="color: green;">●</span> Existing Water Tower | <span style="background-color: orange; border: 1px solid black; display: inline-block; width: 20px; height: 10px;"></span> 1 Mile Coverage      |
| <span style="color: purple;">●</span> Proposed Wireless Communication & Support Structure | <span style="color: brown;">●</span> Town Property           | <span style="color: cyan;">●</span> Proposed Water Tower  |   |



Updated March 29, 2021



This map is produced for informational purposes only and is intended to only depict public properties that could be considered for wireless communication sites.



## PLANNING

**To:** Mayor and Town Council

**From:** David Soto, Planning Manager

**Through:** Bob Scott, Interim Town Manager  
Chuck Ewings, Executive Director of Development and Infrastructure Services

**Re:** Specific Use Permit Amendment– Legacy

Town Council Meeting – January 24, 2023

**Agenda Item:**

Conduct a Public Hearing and consider and act upon a request to amend a Specific Use Permit-19 (S-19) for a Child Care Center, Licensed on 2.3± acres, located on the north side of Prairie Drive, west of Legacy Drive. (S22-0010)

**History:**

Specific Use Permit-19 for Alpha Montessori was approved by the Town Council on February 28, 2017. An amendment was approved by Town Council on November 13, 2018.

**Description of Agenda Item:**

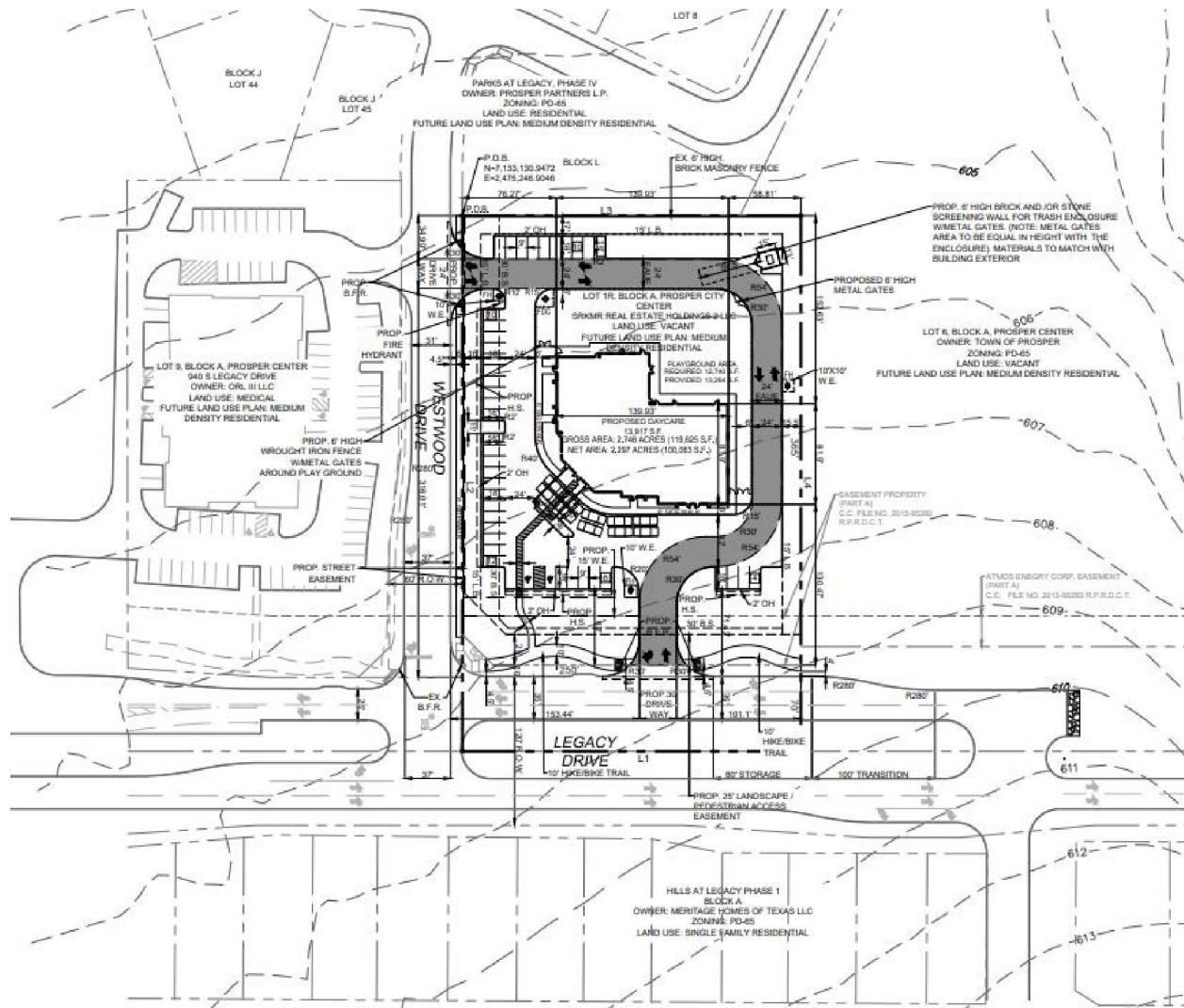
The zoning and land use of the surrounding properties are as follows:

	<b>Zoning</b>	<b>Current Land Use</b>	<b>Future Land Use Plan</b>
<b>Subject Property</b>	Planned Development-65 & Specific Use Permit-19	Vacant	Medium Density Residential
<b>North</b>	Planned Development-65	Vacant & Residential-Developed	Medium Density Residential
<b>East</b>	Planned Development-65	Vacant & Residential-Developed	Medium Density Residential
<b>South</b>	Planned Development-65	Prosper Center Offices	Medium Density Residential



<b>West</b>	<b>Planned Development- 65</b>	<b>Residential Developed</b>	<b>Medium Density Residential</b>
-------------	------------------------------------	------------------------------	---------------------------------------

**Requested Zoning** – The purpose of the amendment is to increase the number of students from 186 to 196 students. In addition, the square footage of the daycare was previously approved at 10,273sqft and the applicant is now proposing 13,917sqft. Per zoning ordinance, any increase in building square footage from its size at the time the original SUP was granted by greater than ten percent requires a new Specific Use Permit. As shown on revised Exhibit B, with the modification, the proposed number of parking spaces do meet the zoning ordinance.





The applicant will enter a development agreement regarding the building materials.



The Zoning Ordinance contains the following four (4) criteria to be considered in determining the validity of a SUP request.

1. *Is the use harmonious and compatible with its surrounding existing uses or proposed uses?*
2. *Are the activities requested by the applicant normally associated with the requested use?*
3. *Is the nature of the use reasonable?*
4. *Has any impact on the surrounding area been mitigated?*

Staff believes the applicant has satisfied the criteria and recommends approval of the request.

**Future Land Use Plan** – The Future Land Use Plan recommends Medium Density Residential.

**Thoroughfare Plan** – This property currently has direct access to Legacy Drive and Westwood Drive.

**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 to neighboring property owners as required by State Law. To date, Town staff has not received any Public Hearing Notice Reply Forms.

**Attachments:**

1. Aerial and Zoning Maps
2. Exhibits

**Planning & Zoning Recommendation:**

At their December 6, 2022, meeting, the Planning & Zoning Commission recommended the Town Council approved the request, by a vote of 7-0.

**Town Staff Recommendation:**

Town staff recommends approval of a request to amend a Specific Use Permit-19 (S-19) for a Child Care Center, Licensed on 2.3± acres, located on the north side of Prairie Drive, west of Legacy Drive.

**Proposed Motion:**

I move to approve/deny a request to amend a Specific Use Permit-19 (S-19) for a Child Care Center, Licensed on 2.3± acres, located on the north side of Prairie Drive, west of Legacy Drive.

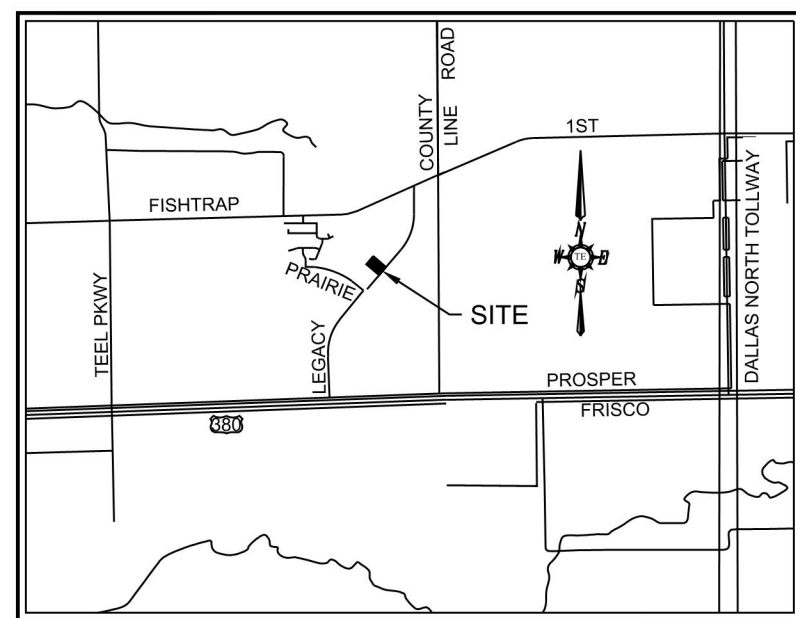
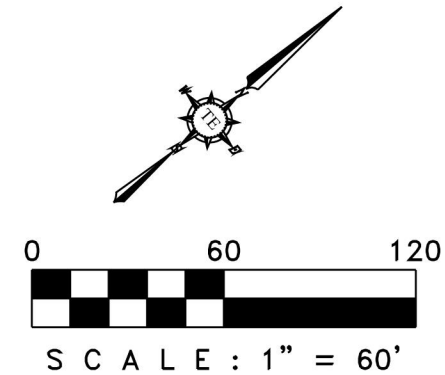




# LITTLE WONDERS MONTESSORI SITE DEVELOPMENT

2.746 ACRES IN THE L. NETHERLY SURVEY ABSTRACT NO. 962

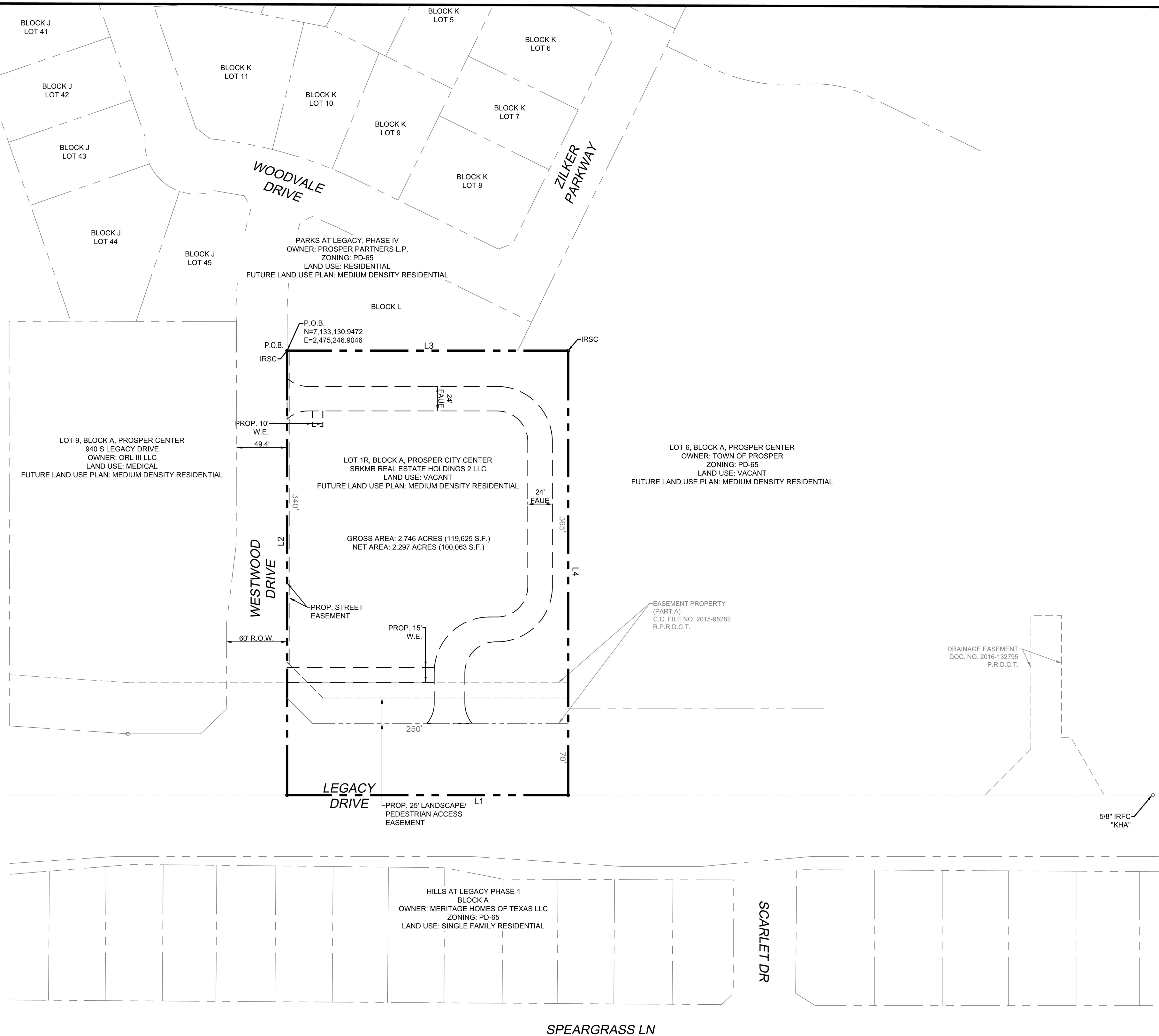
TOWN OF PROSPER, DENTON COUNTY, TEXAS



VICINITY MAP  
N.T.S.

## LEGEND

L.B.	LANDSCAPE BUFFER
F.A.U.E.	FIRE LANE ACCESS & UTILITY EASEMENT
W.E.	WATER EASEMENT



## LEGAL DESCRIPTION

BEING A TRACT OF LAND SITUATED IN THE L. NETHERLY SURVEY, ABSTRACT NO. 962, TOWN OF PROSPER, DENTON COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK A OF BLOCK A, LOT 1, AND BLOCK D, LOT 1, PROSPER CENTER, ACCORDING TO THE REVISED CONVEYANCE PLAT THEREOF RECORDED IN DOCUMENT NO. 2015-242 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, AND VOLUME 2015, PAGE 344 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR THE SOUTHWEST CORNER OF A CALLED 2.923 ACRE TRACT OF LAND DEDICATED TO THE TOWN OF PROSPER, AS RECORDED IN DOCUMENT NO. 2016-241 OF THE PLAT RECORDS OF DENTON COUNTY, TEXAS, COMMON TO THE SOUTHEAST CORNER OF A CALLED 4.494 ACRE TRACT OF LAND DEDICATED TO THE TOWN OF PROSPER, AS RECORDED IN SAID REVISED CONVEYANCE PLAT, SAME BEING IN THE CENTERLINE OF LEGACY DRIVE, A VARIABLE WIDTH RIGHT-OF-WAY;

THENCE NORTH 49°22'13" WEST, DEPARTING THE CENTERLINE OF SAID LEGACY DRIVE, ALONG THE SOUTHWESTERLY LINE OF SAID 4.494 ACRE TRACT AND CROSSING SAID LEGACY DRIVE, A DISTANCE OF 70.00 FEET TO THE SOUTHWEST CORNER OF SAID 4.494 ACRE TRACT, BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE, AND ON THE SOUTHEASTERLY LINE OF SAID LOT 1;

THENCE ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHEASTERLY LINE OF SAID LOT 1, THE FOLLOWING COURSES:

NORTH 40°36'14" EAST, 162.89 FEET TO A POINT FOR CORNER;

NORTH 44°24'25" EAST, 150.77 FEET TO A POINT FOR CORNER;

NORTH 40°36'14" EAST, 155.89 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 49°23'46" WEST, DEPARTING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHEASTERLY LINE OF SAID LOT 1, AND CROSSING SAID LOT 1, A DISTANCE OF 375.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

THENCE NORTH 40°36'14" EAST, CONTINUING ACROSS SAID LOT 1, A DISTANCE OF 275.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER;

THENCE SOUTH 49°23'46" EAST, CONTINUING ACROSS SAID LOT 1, A DISTANCE OF 375.00 FEET TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR CORNER ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHEASTERLY LINE OF SAID LOT 1;

THENCE SOUTH 40°36'14" WEST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID LEGACY DRIVE AND THE SOUTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.367 ACRES (103,125 SQUARE FEET) OF LAND, MORE OR LESS.

## FEMA NOTE

- ACCORDING TO MAP NO. 48085C0230J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, AND MAP NO. 48121C0430G, DATED APRIL 18, 2011 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS LOCATED WITHIN ZONE X (UNSHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.
- NO 100-YEAR FLOODPLAIN EXISTS ON THE PROPERTY

EXHIBIT "A": SUP CASE NO. S22-0010  
PROSPER CENTER ADDITION  
BLOCK A, LOT 1R  
2.746 ACRES (119,625 S.F.)  
L. NETHERLY SURVEY  
ABSTRACT NO. 962  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS



T: 469.331.8566 | F: 469.359.6709 | E: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1782 W. McDermott Drive, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	EB	10/17/22	105-22	

TX PE FIRM #11525

1

## LEGEND

EXISTING BOUNDARY	---
BOUNDARY LINE	---
EXISTING CURB & GUTTER	---
EXISTING CONTOURS	---

## LEGEND

IRSC	5/8" IRON ROD W/"KHA" CAP SET
IRFC	IRON ROD WITH CAP FOUND
P.O.B	POINT OF BEGINNING
P.O.C	POINT OF COMMENCING

OWNER / APPLICANT  
SRKMR REAL ESTATE HOLDINGS 2 LLC  
1333 McDERMOTT ROAD STE 200  
ALLEN, TEXAS 75013  
CONTACT: KARTAVYA PATEL  
TEL: (214) 609-9271

ENGINEER  
TRIANGLE ENGINEERING LLC  
1333 McDERMOTT ROAD STE 200  
ALLEN, TEXAS 75013  
CONTACT: KARTAVYA PATEL  
TEL: (214) 609-9271

SURVEYOR  
KIMLEY HORN & ASSOCIATES, INC.  
5750 GENESIS COURT, STE 200  
FRISCO, TEXAS 75034  
CONTACT: SYLVIANA GUNAWAN  
TEL: (972) 335-3580  
FAX: (972) 335-3779

## BOUNDARY LINE DATA

LINE	BEARING	LENGTH
L1	S 40°36'14" W	275.00'
L2	N 49°23'46" W	435.00'
L3	N 40°36'14" E	275.00'
L4	S 49°23'46" E	435.00'

NO.	DATE	DESCRIPTION	BY
1	10/17/22	1st SUP SUBMITTAL	KP
2	10/31/22	2nd SUP SUBMITTAL	KP



TOWN OF PROSPER, DENTON COUNTY, TEXAS



EXISTING BOUNDARY	— — — — —
EXISTING ASPHALT PYMT.EDGE	— — — — —
EXISTING WATER MAIN	— W — 8" WTR
EXISTING SANITARY SEWER	— S — 8" SEWER
EXISTING CLEANOUT	— C.C.O.
EXISTING POWER POLE	— PP (X) —
EXISTING STORM SEWER	— EX 24" ROP —
EXISTING FIRE HYDRANT	— FH —
PROP. FIRE HYDRANT	— FH —
BOUNDARY LINE	— — — — —
PROPOSED CURB	— — — — —
EXISTING CURB	— — — — —
PROPOSED HANDICAP SIGN	— ♿ —
PROPOSED HANDICAP LOGO	— ♿ —
PROPOSED WATER METER	— WM —
PROP. BACK FLOW PREVENTOR	— BM —
PROP. CONCRETE WHEEL STOP	— — — — —
PROP. SANITARY SEWER MANHOLE	— SSMH —
PROP. MONUMENT/POLE SIGN	— — — — —
EXISTING CONTOURS	— -80' —
PROPOSED CLEAN OUTS	— C.C.O. —
PROP. SEWER LINE	— 8" W —
PROP. WATER LINE	— 6" SS —

SANITARY SEWER EASEMENT	S.E.
DRAINAGE EASEMENT	D.E.
WATERLINE EASEMENT	W.E.
GAS RISER	GR
BUILDING SETBACK	B.S.
LANDSCAPE BUFFER	L.B.
PROPOSED 24' WIDE FIRE LANE	
OVERHANG	O.H.
BARRIER FREE RAMPS	B.F.R.
PROPOSED HEADLIGHT SCREENING	H.S.

ZONING	"PD-65"
PROPOSED USE	DAYCARE
LOT AREA	2,746 ACRES (119,825 S.F.)
TOTAL BUILDING AREA	13,917 S.F.
MAX. BUILDING HEIGHT (FEET/ STORY)	30'-10.5" / ONE STORY
LOT COVERAGE	11.63%
FLOOR AREA RATIO	0.11-6
PARKING REQUIREMENTS	
BUILDING	PARKING REQUIRED
ALPHA MONTESSORI SCHOOL (1 PER 10 STUDENTS & 1 PER STAFF)	40 (196 STUDENTS & 20 STAFF)
TOTAL PARKING REQUIRED	40
TOTAL PARKING PROVIDED	44
HANDICAP PARKING REQUIRED PER ADA	2
HANDICAP PARKING PROVIDED	2
LANDSCAPING REQUIRED	15 S.F. x 44 SPACES (660 S.F.)
PERCENTAGE OF OPEN SPACE PROVIDED	51,949 S.F. (43.42 %)
IMPERVIOUS COVERAGE	67,364 S.F. (56.58 %)

1. ACCORDING TO MAP NO. 48085C0230J, DATED JUNE 2, 2009 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF COLLIN COUNTY, TEXAS, AND MAP NO. 48121C0430G, DATED APRIL 18, 2011 OF THE NATIONAL FLOOD INSURANCE PROGRAM MAP, FLOOD INSURANCE RATE MAP OF DENTON COUNTY, TEXAS, FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, THIS PROPERTY IS LOCATED WITHIN ZONE X (UNSHADED) AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA.

2. NO 100-YEAR FLOODPLAIN EXISTS ON THE PROPERTY.

LINE	BEARING	LENGTH
L1	S 40°36'14" W	275.00'
L2	N 49°23'46" W	435.00'
L3	N 40°36'14" E	275.00'
L4	S 49°23'46" E	435.00'

1. DUMPSTERS AND TRASH COMPACTORS SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
2. OPEN STORAGE, WHERE PERMITTED, SHALL BE SCREENED IN ACCORDANCE WITH THE ZONING ORDINANCE.
3. OUTDOOR LIGHTING SHALL COMPLY WITH THE LIGHTING AND GLARE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE AND SUBDIVISION ORDINANCE.
4. LANDSCAPING SHALL CONFORM TO LANDSCAPE PLANS APPROVED BY THE TOWN.
5. ALL ELEVATIONS SHALL COMPLY WITH THE STANDARDS CONTAINED WITHIN THE ZONING ORDINANCE.
6. BUILDINGS OF 5,000 SQUARE FEET OR GREATER SHALL BE 100% FIRE SPRINKLED. ALTERNATIVE FIRE PROTECTION MEASURES MAY BE APPROVED BY THE FIRE DEPARTMENT.
7. FIRE LANES SHALL BE DESIGNED AND CONSTRUCTED PER TOWN STANDARDS OR AS DIRECTED BY THE FIRE DEPARTMENT.
8. TWO POINTS OF ACCESS SHALL BE MAINTAINED FOR THE PROPERTY AT ALL TIMES.
9. SPEED BUMPS/HUMPS ARE NOT PERMITTED WITHIN A FIRE LANE.
10. HANDICAPPED PARKING AREAS AND BUILDING ACCESSIBILITY SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND WITH THE REQUIREMENTS OF THE CURRENT, ADOPTED BUILDING CODE.
11. ALL SIGNAGE IS SUBJECT TO BUILDING OFFICIAL APPROVAL.
12. ALL FENCES AND RETAINING WALLS SHALL BE SHOWN ON THE SITE PLAN AND ARE SUBJECT TO BUILDING OFFICIAL APPROVAL.
13. ALL EXTERIOR BUILDING MATERIALS ARE SUBJECT TO BUILDING OFFICIAL APPROVAL AND SHALL CONFORM TO THE APPROVED FACADE PLAN.
14. SIDEWALKS OF NOT LESS THAN SIX (6') FEET IN WIDTH ALONG THOROUGHFARES AND COLLECTORS AND FIVE (5') IN WIDTH ALONG RESIDENTIAL STREETS, AND BARRIER FREE RAMPS AT ALL CURB CROSSINGS SHALL BE PROVIDED PER TOWN STANDARDS.
15. APPROVAL OF THE SITE PLAN IS NOT FINAL UNTIL ALL ENGINEERING PLANS ARE APPROVED BY THE ENGINEERING DEPARTMENT.
16. SITE PLAN APPROVAL IS REQUIRED PRIOR TO GRADING RELEASE.
17. ALL NEW ELECTRICAL LINES SHALL BE INSTALLED AND/OR RELOCATED UNDERGROUND.
18. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW IN ACCORDANCE WITH THE ZONING ORDINANCE.
19. ALL LANDSCAPE EASEMENTS MUST BE EXCLUSIVE OF ANY OTHER TYPE OF EASEMENT.
20. IMPACT FEES WILL BE ASSESSED IN ACCORDANCE WITH THE LAND USE CLASSIFICATIONS IDENTIFIED ON THE SITE DATA SUMMARY TABLE; HOWEVER, CHANGES TO THE PROPOSED LAND USE AT THE TIME CO AND/OR FINISH-OUT PERMIT MAY RESULT IN ADDITIONAL IMPACT FEES AND/OR PARKING REQUIREMENTS.
21. THE APPROVAL OF SITE PLAN SHALL BE EFFECTIVE FOR A PERIOD OF EIGHTEEN (18) MONTHS FROM THE DATE OF APPROVAL. BY THE ZONING & ZONING COMMISSION, AT THE END OF WHICH TIME THE APPLICANT MUST HAVE SUBMITTED AND RECEIVED APPROVAL OF ENGINEERING PLANS AND BUILDING PERMITS. IF ENGINEERING PLANS AND BUILDING PERMITS ARE NOT APPROVED, THE SITE PLAN APPROVAL, TOGETHER WITH ANY PRELIMINARY SITE PLAN FOR THE PROPERTY, IS NULL AND VOID.

EXHIBIT "B": SUP CASE NO. S22-0010  
PROSPER CENTER ADDITION  
BLOCK A, LOT 1R  
2.746 ACRES 119,625 S.F.  
L. NETHERLY SURVEY  
ABSTRACT NO. 962  
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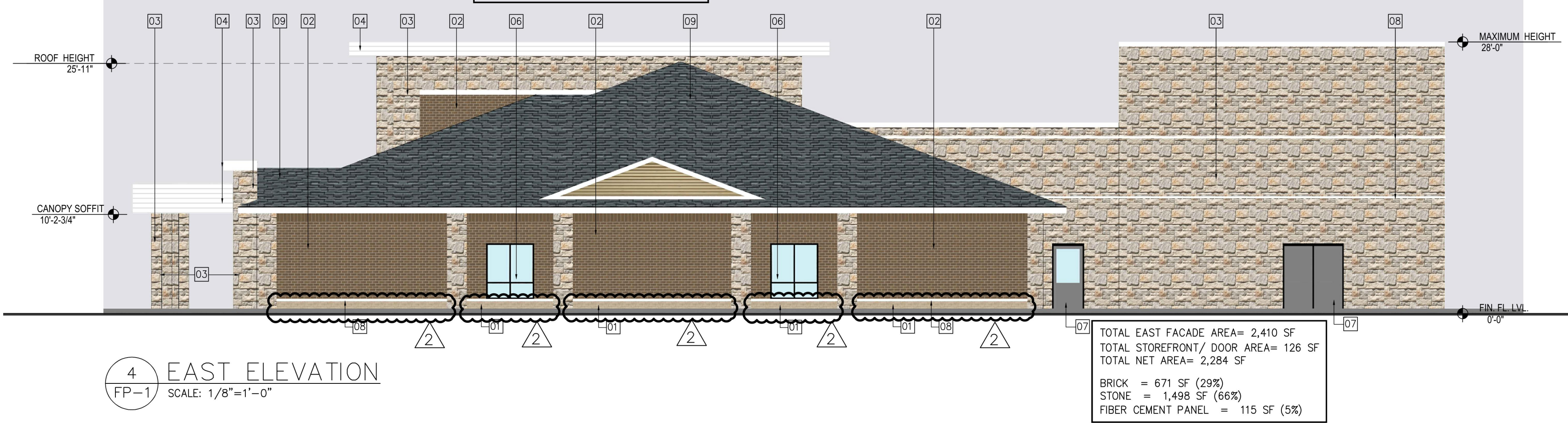


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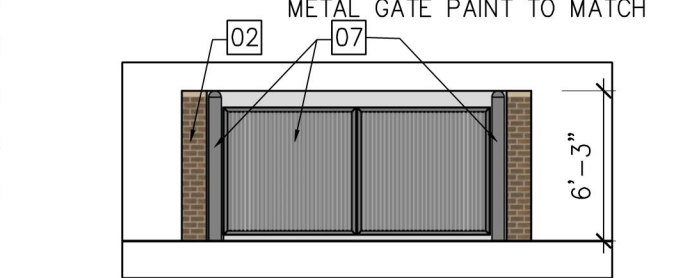
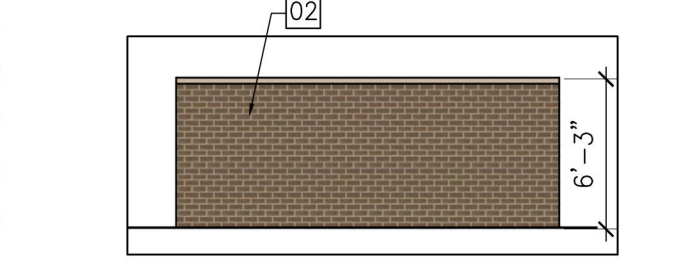
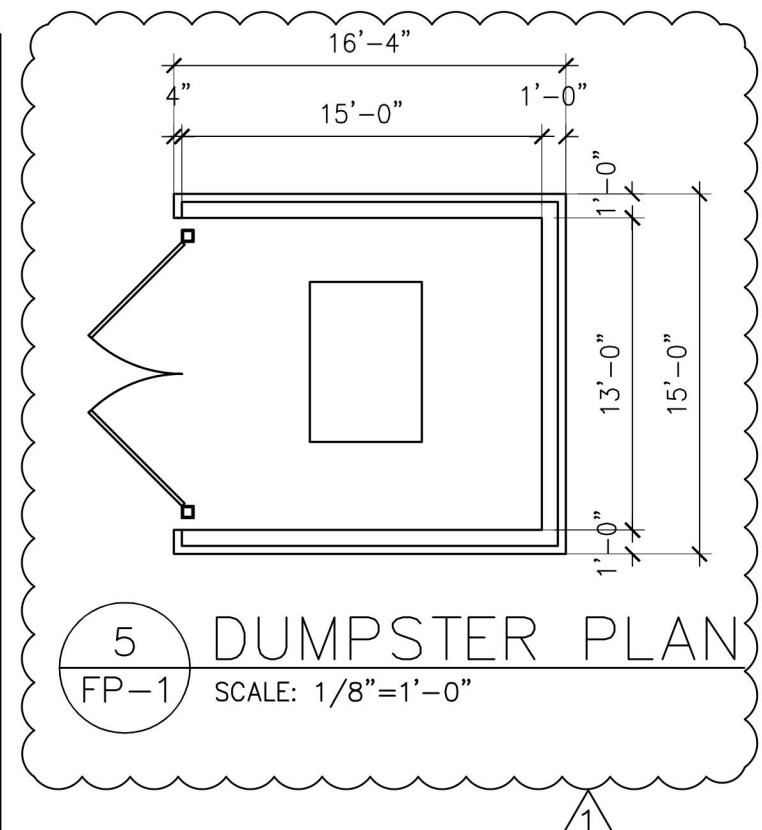
Planning | Civil Engineering | Construction Management

DESIGN	DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	EB	10/17/22	1":60'	105-22	2
TX PE FIRM #11525					

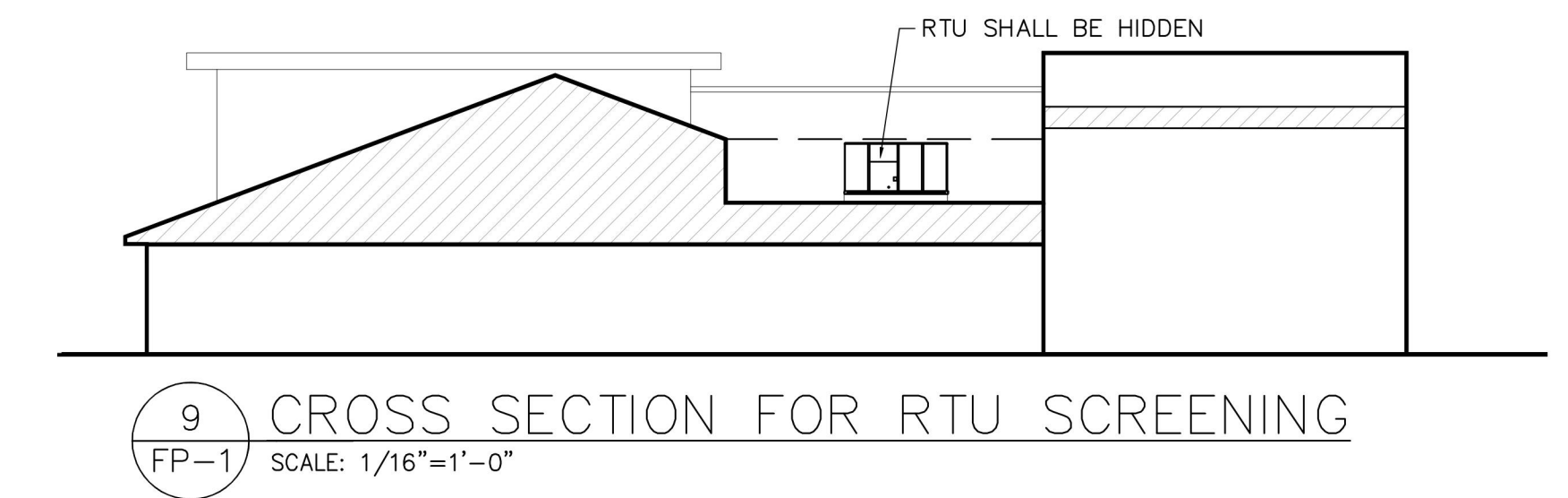
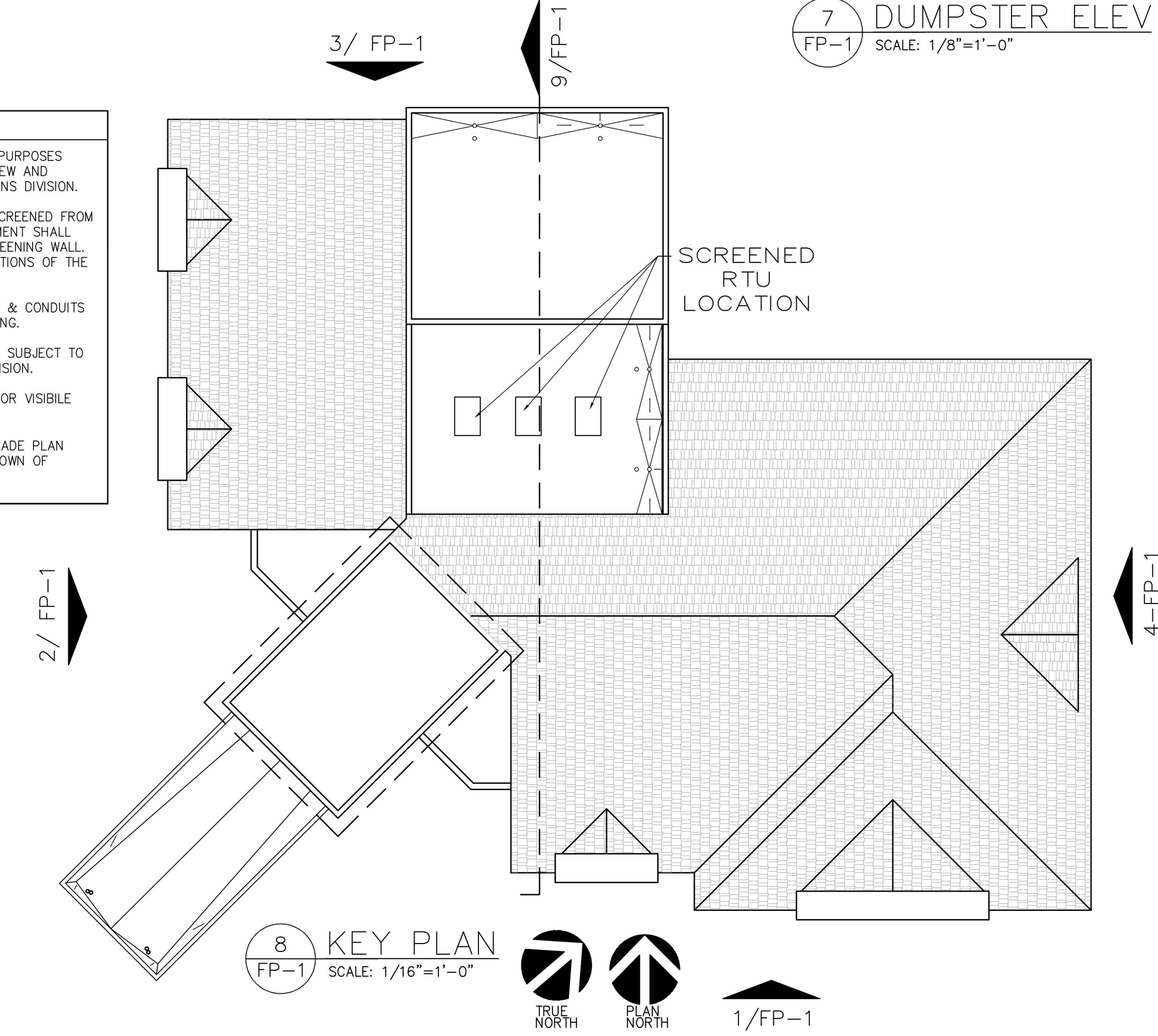




BUILDING MATERIAL LEGEND	
01	KING SIZE ACME BRICK DOVEGRAY
02	KING SIZE ACME BRICK MUSHROOM BROWN
03	CORONADO STONE VENEER TEXAS RUBBLE- TEXAS CREAM
04	NICHHA FIBER CEMENT ACCENT WALL PANEL LATURA-"V" GROOVE, WHITE, AWP-1818
05	BRONZE ALUMINUM STOREFRONT EQUAL TO KAWNEER- TRIFAB-451
06	DOUBLE PANE, LOW-E, PRE-FINISHED, VINYL FRAME WINDOWS
07	INSULATED HOLLOW METAL PAINTED DOOR SHERWIN WILLIAMS- SW-7069 IRON ORE
08	CAST STONE WATERTABLE BY CONTINENTAL COLOR: 1100 WHITE STONE
09	GAF TIMBERLINE UHD ASPHALT ROOF SHINGLES COLOR: PEWTER GRAY



- STANDARD NOTES:
1. THIS FACADE PLAN IS FOR CONCEPTUAL PURPOSES ONLY. ALL BUILDING PLANS REQUIRE REVIEW AND APPROVAL FROM THE BUILDING INSPECTIONS DIVISION.
  2. ALL MECHANICAL EQUIPMENT SHALL BE SCREENED FROM PUBLIC VIEW. ROOF TOP MOUNTED EQUIPMENT SHALL BE SCREENED BY PARAPET WALL OR SCREENING WALL. SCREENING WALL SHALL BE THE SPECIFICATIONS OF THE ZONING ORDINANCE.
  3. WHEN PERMITTED EXPOSED UTILITY BOXES & CONDUITS SHALL BE PAINTED TO MATCH THE BUILDING.
  4. ALL SIGNAGE AREAS AND LOCATIONS ARE SUBJECT TO APPROVAL BY BUILDING INSPECTIONS DEVISION.
  5. WINDOWS SHALL HAVE A MAXIMUM EXTERIOR VISIBLE REFLECTIVITY OF TEN (10) PERCENT.
  6. ANY DEVIATION FROM THE APPROVED FACADE PLAN WILL REQUIRE A RE-APPROVAL BY THE TOWN OF PROSPER.

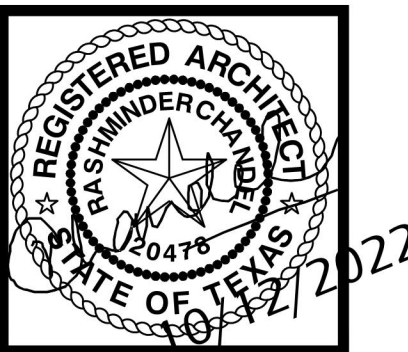


OWNER/APPLICANT	SURVEYOR
SRKMR REAL ESTATE HOLDINGS 2 LLC 1333 McDERMOTT ROAD STE 200 ALLEN, TEXAS 75013 CONTACT:KARTAVYA PATEL TEL: (214) 609-9271	KIMLEY HORN & ASSOCIATES, INC. 5750 GENESIS COURT, STE 200 FRISCO, TEXAS 75034 CONTC: SYLVIANA GUNAWAN TEL: (972) 335-3580 FAX: (972) 335-3779
ARCHITECT	CIVIL ENGINEER
RASHMI C INCORPORATED CONTACT: RASHMINDER CHANDEL PH. NO. (817) 891-7918 EMAIL: rashmi@rashmic.com	TRIANGLE ENGINEERING LLC. CONTACT: KARTAVYA (KEVIN) PATEL PH. NO. (469)213-1707 EMAIL: KPATEL@TRIANGLE-ENGR.COM

#	REVISION DATE	REVISION DESCRIPTION
1	10/28/2022	CITY COMMENTS
2	11/14/2022	ARCH REQUESTED REV.

**CASE #S22-0010**

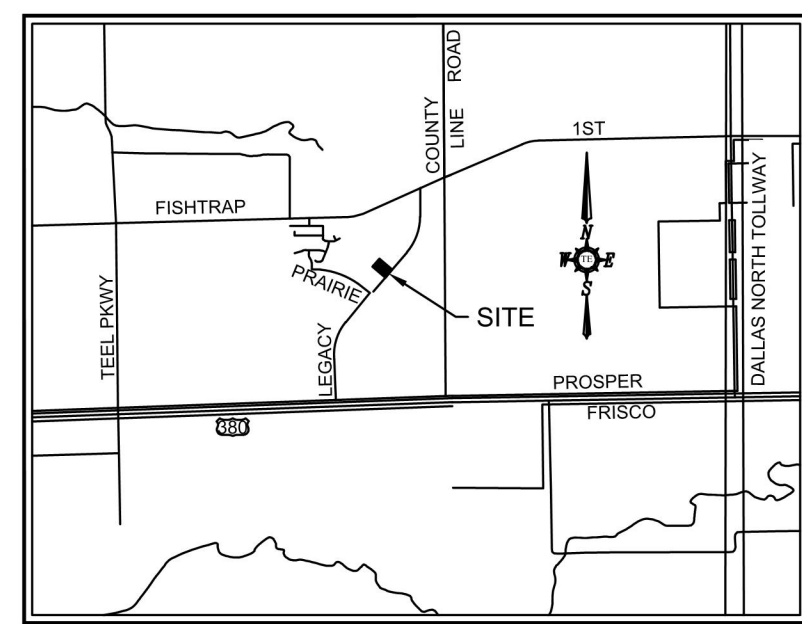
LITTLE WONDER'S MONTESSORI  
PROSPER CENTER ADDITION  
BLOCK A, LOT 1R1, 2.297 ACRES (100,063 S.F.)  
L. NETHERLY SURVEY, ABSTRACT NO. 962  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS  
DATE PREPARED: 10/12/2022



SHEET NO.

FP-1



VICINITY MAP  
N.T.S.

## LANDSCAPE TABULATIONS

## PERIMETER LANDSCAPE REQUIREMENTS

Requirements: 25' landscape buffer along right-of-way. (1) large tree, 3" cal. minimum and (15) shrubs, 5 gallon minimum per 30 l.f.

Legacy Drive (250 l.f.)

Required	Provided
(9) large trees	(9) large trees
(125) shrubs	(141) shrubs

Westwood Drive (375 l.f.)

Required	Provided
(13) large trees	(13) large trees
(188) shrubs	(191) shrubs

Requirements: (1) small tree and (1) 5 gallon shrub per 15 l.f.. Trees and shrubs may be clustered.

Perimeter (645 l.f.)

Required	Provided
(22) large canopy trees	(22) large canopy trees
(43) shrubs	(43) shrubs

## INTERIOR PARKING REQUIREMENTS

Requirements: 15 s.f. of landscape for each parking space within the parking lot area. (1) large tree, 3" cal. per parking lot island and at the terminus.

54 Parking spaces

Required	Provided
810 s.f. of landscape area	1,498 s.f. of landscape area
(9) large tree	(9) large trees

NO LARGE CANOPY TREES SHALL BE PLANTER CLOSER THAN 4 FEET TO ANY CURB, SIDEWALK, UTILITY LINE, SCREEN WALL OR STRUCTURE

## PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
AE	11	Aliso Elm	<i>Ulmus parvifolia</i> 'Elmer II'	3" cal.	container, 13' ht., 6' spread, 5' clear trunk
CE	9	Cedar Elm	<i>Ulmus crassifolia</i>	3" cal.	B&B, 13' ht., 5' spread min., 5' clear trunk
LO	33	Live Oak	<i>Quercus virginiana</i>	3" cal.	container, 13' ht., 6' spread, 5' clear trunk
SHRUBS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DYH	49	Dwarf Yaupon Holly	<i>Ilex vomitoria</i> 'nana'	5 gal.	container 18" ht., 18" spread
IH	34	Indian Hawthorn 'Clara'	<i>Rhaphiolepis indica</i> 'Clara'	5 gal.	container, 18" ht., 18" spread
MIS	73	Adagio Miscanthus	<i>Miscanthus sinensis</i> 'Adagio'	5 gal.	container full, well rooted
NPH	285	Needlepoint Holly	<i>Ilex cornuta</i> 'Needlepoint'	5 gal.	container, 24" ht., 20" spread
NRS	18	Nellie R. Stevens Holly	<i>Ilex x 'Nellie R. Stevens'</i>	7 gal.	container, 30" ht., 24" spread
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
SC	200	Seasonal Color '419' Bermudagrass	<i>Cynodon dactylon</i> '419'	4" pots	selection by owner, container, 12" o.c. Solid Sod refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

## SITE DATA SUMMARY TABLE

ZONING	"PD-65"
PROPOSED USE	DAYCARE
GROSS LOT AREA	2,367 ACRES (103,125 S.F.)
NET LOT AREA	2,297 ACRES (100,063 S.F.)
TOTAL BUILDING AREA	10,273 S.F.
MAX. BUILDING HEIGHT (FEET/ STORY)	30'-10.5" / ONE STORY
LOT COVERAGE	13.28%
FLOOR AREA RATIO	0.13:1
PARKING REQUIREMENTS	
BUILDING	PARKING REQUIRED
ALPHA MONTESSORI SCHOOL (1 PER 10 STUDENTS & 1 PER STAFF)	39 (186 STUDENTS & 20 STAFF)
TOTAL PARKING REQUIRED	39
TOTAL PARKING PROVIDED	55
HANDICAP PARKING REQUIRED PER ADA	3
HANDICAP PARKING PROVIDED	3
LANDSCAPING REQUIRED	15 S.F. X 55 SPACE (825 S.F.)
PERCENTAGE OF OPEN SPACE PROVIDED	42,209 S.F. (42.18 %)
IMPERVIOUS COVERAGE	57,854 S.F. (57.82 %)

## LANDSCAPE NOTES

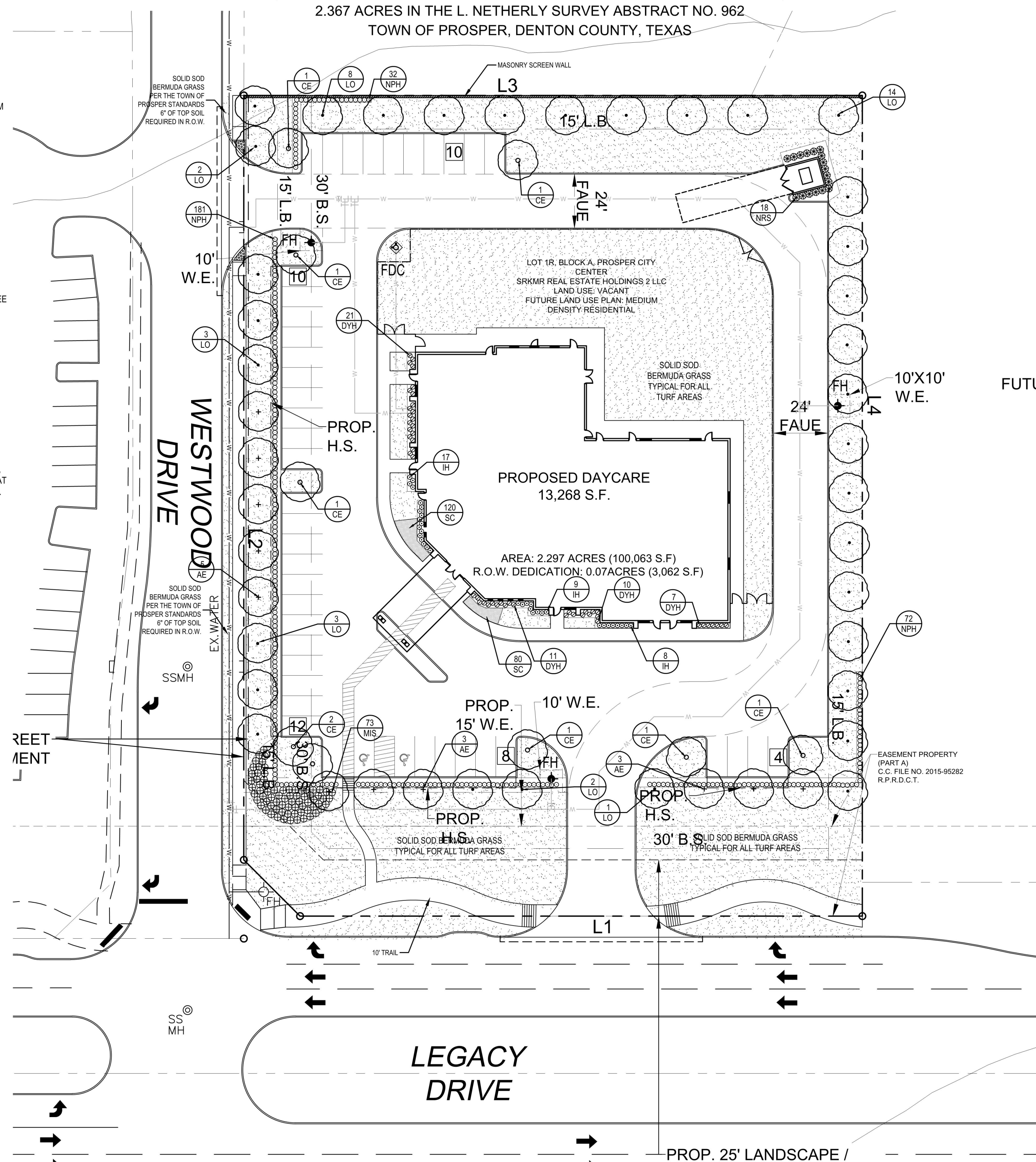
- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
- CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.

- CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
- ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
- ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
- ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

## ALPHA MONTESSORI SCHOOL SITE DEVELOPMENT

2.367 ACRES IN THE L. NETHERLY SURVEY ABSTRACT NO. 962

TOWN OF PROSPER, DENTON COUNTY, TEXAS



## TOWN OF PROSPER STANDARD NOTES

- Plant material shall be measured and sized according to the latest edition of the Texas Nursery & Landscape Association (TNLA) Specifications, Grades and Standards.
- All plant substitutions are subject to Town approval and must be specified on the approved landscape plan.
- All turf areas to be established prior to the Certificate of Occupancy, unless otherwise approved by the Town.
- Ground covers used in lieu of turf grass must provide complete coverage within one (1) year of planting and maintain adequate coverage as approved by the Town.
- Trees must be planted four feet (4') or greater from curbs, sidewalks, utility lines, screening walls, and/or other structures. The Town has final approval for all tree placements.
- Tree pits shall have roughened sides and be two to three times wider than the root ball of the tree in order to facilitate healthy root growth.
- Tree pits shall be tested for water percolation. If water does not drain out of tree pit within a 24-hour period, the contractor shall provide berming, or devise alternative drainage.
- Trees shall not be planted deeper than the base of the "trunk flare".
- The tree pit shall be backfilled with native topsoil free of rock and other debris.
- Burlap, twine, and wire baskets shall be loosened and pulled back from the trunk of tree as much as possible.
- Trees shall not be watered to excess that results in soil saturation. If soil becomes saturated, the watering schedule shall be adjusted to allow for drainage and absorption of the excess water.
- A 3-4" layer of mulch shall be provided around the base of the planted tree. The mulch shall be pulled back 1-2" from the trunk of the tree.
- No person(s) or entity may use improper or malicious maintenance or pruning techniques which would likely lead to the death of the tree. Improper or malicious techniques include, but are not limited to, topping or other unsymmetrical trimming of trees, trimming trees with a backhoe, or use of fire or poison to cause the death of a tree.
- Topsoil shall be a minimum of 8 inches in depth in planting areas. Soil shall be free of stones, roots, and clods and any other foreign material that is not beneficial for plant growth.
- All plant beds shall be top-dressed with a minimum of 3 inches of mulch.
- Trees overhanging walks and parking shall have a minimum clear trunk height of 7 feet. Trees overhanging public street pavement drive aisles and fire lanes shall have a minimum clear trunk height of 14 feet.
- A visibility triangle must be provided at all intersections, where shrubs are not to exceed 30 inches in height, and trees shall have a minimum clear trunk height of 9 feet.
- Trees planted on a slope shall have the tree well at the average grade of slope.
- No shrubs shall be permitted within areas less than 3 feet in width. All beds less than 3 feet in width shall be grass, groundcover, or some type of fixed paving.
- The owner, tenant, and/or their agents, if any, shall be jointly and severally responsible for the maintenance, establishment, and permanence of plant material. All landscaping shall be maintained in a neat and orderly manner at all times. This shall include, but not limited to, mowing, edging, pruning, fertilizing, watering, and other activities necessary for the maintenance of landscaped areas.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year. Plant material that is damaged, destroyed, or removed shall be replaced with plant material of similar size and variety within 30 days unless otherwise approved in writing by the Town of Prosper.
- Landscape and open areas shall be kept free of trash, litter, and weeds.
- An automatic irrigation system shall be provided to irrigate all landscape areas. Overspray on streets and walks is prohibited. A permit from the building inspection department is required for each irrigation system.
- No plant material shall be allowed to encroach on right-of-way, sidewalks, or easements to the extent that the vision or route of travel for vehicular, pedestrian, or bicycle traffic is impeded.
- No planting areas shall exceed 3:1 slope. 3' horizontal to 1' vertical.
- Earthen berms shall not include construction debris. Contractor must correct slippage or damage to the smooth finish grade of the berm prior to acceptance.
- All walkways shall meet A.D.A. and T.A.S. requirements.
- Contact Town of Prosper Parks and Recreation Division at (972) 346-3502 for landscape inspection. Note that landscape installation must comply with approved landscape plans prior to final acceptance by the Town and/or obtaining a Certificate of Occupancy.
- Final inspection and approval of screening walls, irrigation, and landscape is subject to all public utilities, including but not limited to manholes, valves, water meters, cleanouts, and other appurtenances, to be accessible, adjusted to grade, and to the Town of Prosper's Public Works Department standards.
- Prior to calling for a landscape inspection, contractor is responsible for marking all manholes, valves, water meters, cleanouts, and other utility appurtenances with flagging for field verification by the Town.

## MAINTENANCE NOTES

THE OWNER, TENANT AND / OR THEIR AGENT, IF ANY, SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING REQUIRED BY THE TOWN OF PROSPER LANDSCAPE ORDINANCE. ALL PLANT MATERIAL SHALL BE PERPETUALLY MAINTAINER IN A HEALTHY AND GROWING CONDITION AS IS APPROPRIATE FOR THE SEASON OF THE YEAR. PLANT MATERIAL THAT DIES SHALL BE REPLACED BY THE PROPERTY OWNER, TENANT OF AGENT WITH PLANT MATERIAL OF SIMILAR VARIETY AND SIZE, WITHIN THIRTY (30) DAYS OF NOTIFICATION BY THE TOWN OR A DATE APPROVED BY THE TOWN.

01 LANDSCAPE PLAN  
SCALE 1"=30'-0"

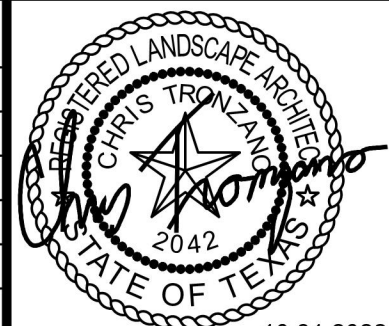
OWNER/APPLICANT SRKMR REAL ESTATE HOLDINGS 2 LLC 1784 W McDERMOTT ROAD STE 110 ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: (214) 609-9271	ENGINEER TRIANGLE ENGINEERING LLC 1784 W McDERMOTT ROAD STE 110 ALLEN, TEXAS 75013 CONTACT: KARTAVYA PATEL TEL: (214) 609-9271	SURVEYOR KIMLEY HORN & ASSOCIATES, INC. 5750 GENESIS COURT, STE 200 FRISCO, TEXAS 75034 CONTACT: SYLVIANA GUNAWAN TEL: (972) 335-3580 FAX: (972) 335-3779
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LANDSCAPE ARCHITECT  
STUDIO GREEN SPOT, INC.  
CHRIS TRONZANO  
(469) 369-4448  
CHRIS@STUDIOGREENSPOT.COM

## BOUNDARY LINE DATA

LINE	BEARING	LENGTH
L1	S 40°36'14" W	275.00'
L2	N 49°23'46" W	370.00'
L3	N 40°36'14" E	275.00'
L4	N 49°23'46" E	370.00'

NO.	DATE	DESCRIPTION	BY
1	10/14/22	1ST SITE PLAN SUBMITTAL	
2	10/31/22	CITY COMMENTS	



CASE #S22-0010

## LANDSCAPE PLAN

PROSPER CENTER ADDITION  
BLOCK A, LOT 1R  
2.367 ACRES 103,125 S.F.  
L. NETHERLY SURVEY  
ABSTRACT NO. 962  
TOWN OF PROSPER  
DENTON COUNTY, TEXAS

**TRIANGLE**  
ENGINEERING LLC

T: 214.609.9271 F: 469.359.6709 I: kpatel@triangle-engr.com  
W: triangle-engr.com | O: 1333 McDermott Drive, Suite 200, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
CT	CT	10/14/22	087-16	

TX PE FIRM #11525

L.1





## FINANCE DEPARTMENT

**To:** Mayor and Town Council

**From:** Chris Landrum, Finance Director

**Through:** Bob Scott, Interim Town Manager

**Re:** Town Council Meeting – January 24, 2023

**Agenda Item:**

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

**Description of Agenda Item:**

The attached resolution allows the Town to pay for the projects listed in the Fiscal Year 2022-2023 CIP, including costs associated with the construction of street improvements (\$11,158,033), park improvements (\$800,000), and water and wastewater infrastructure (\$12,025,000), and the related infrastructure improvements. The resolution provides for up to \$24,000,000 in capital project expenditures and debt issuance costs. At the January 10, 2023, Town Council meeting, Council voted to delay construction of Fire Station #4 to FY 2024 therefore those funds are not included in this resolution.

**Budget Impact:**

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

**Legal Obligations and Review:**

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

**Attached Documents:**

1. Resolution
2. Fiscal Year 2022-2023 CIP

**Town Staff Recommendation:**

Town staff recommends the Town Council approve the reimbursement resolution.

**Recommended Motion:**

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

**TOWN OF PROSPER, TEXAS****RESOLUTION NO. 23-XX****A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, EXPRESSING OFFICIAL INTENT TO REIMBURSE COSTS OF TOWN FISCAL YEAR 2022-2023 CAPITAL IMPROVEMENT PROGRAM PROJECTS; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Issuer expects to pay, or have paid on its behalf, expenditures in connection with the design, planning, acquisition and construction of portions of its Fiscal Year 2022-2023 capital improvement program projects, including costs associated with the construction of street improvements, park improvements, water and wastewater infrastructure, and other related infrastructure improvements (collectively, the "Project") prior to the issuance of tax-exempt obligations, tax-credit obligations and/or obligations for which a prior expression of intent to finance or refinance is required by Federal or state law (collectively and individually, the "Obligations") to finance the Project; and

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

**NOW, THEREFORE, BE IT RESOLVED 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 Resolution as if fully set forth herein.

**SECTION 2**

The Issuer reasonably expects to incur debt, as one or more series of Obligations, with an aggregate maximum principal amount equal to \$24,000,000 for the purpose of paying the costs of the Project.

**SECTION 3**

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

**SECTION 4**

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

**SECTION 5**

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

**SECTION 6**

To evidence the adoption of this Resolution on this, the 24th day of January, 2023, by the Town Council of the Issuer, the signatures of the Mayor and Town Secretary are set forth below.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, THIS 24TH DAY OF JANUARY, 2023.**

\_\_\_\_\_  
David F. Bristol, Mayor

ATTEST:

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Terrence S. Welch, Town Attorney



## DEVELOPMENT SERVICES

**To: Mayor and Town Council**

**From: Brady Cudd, Building Official**

**Through: Bob Scott, Interim Town Manager  
Charles Ewings, Executive Director of Development and Infrastructure Services**

**Re: International Codes Ordinance Updates  
Town Council Meeting – January 24, 2023**

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**Agenda Item:**

Conduct a public hearing and consider and act upon ordinances adopting the following International Codes with local amendments:

- A. 2021 Existing Building Code;
- B. 2021 Building Code;
- C. 2021 Residential Code;
- D. 2021 Plumbing Code;
- E. 2021 Mechanical Code;
- F. 2021 Fuel Gas Code;
- G. 2021 Energy Conservation Code;
- H. 2021 Property Maintenance Code;
- I. 2021 Fire Code; and
- J. 2020 National Electric Code,

and repealing all prior versions of said International Codes, to the extent referenced in each applicable ordinance. The foregoing codes are contained in Chapter 3, "Building Regulations," of the Town's Code of Ordinances, as amended.

**Description of Agenda Item:**

The International Building Code (IBC) family of codes and National Electric Code are updated every three years. Typically, communities adopt the latest codes approximately every six years and the Town of Prosper currently is under the 2015 IBC. There are two primary reasons staff recommends updating the building codes. First, utilizing dated codes may have a negative impact on the Town's Insurance Services Office (ISO) rating effecting property owner insurance rates. Second, most of Prosper's peer cities in the area have adopted the 2021 IBC family of codes and this action will provide consistency for builders and contractors working in the area. If approved, the updated codes would not be implemented for new permits until April 1, 2023, to provide a transition period for current projects.

**Existing Building Code**

This ordinance updates the Town's Existing Building Code from the 2015 International Existing Building Code (IEBC) to the 2021 IEBC. The IEBC code was first adopted on December 11, 2018,

and plays a lesser role at this time as Prosper is still in a build-out phase. This code will become more important over time as its purpose is to “provide flexibility to permit the use of alternative approaches to achieve compliance with minimum requirements to provide a reasonable level of safety, health, property protection and general welfare insofar as they are affected by the repair, alteration, change of occupancy, addition and relocation of existing buildings.”

### **Building Code**

This ordinance updates the Town’s Building Code from the 2015 IBC to the 2021 IBC. Important changes include provisions for:

- An updated occupant load factor for business areas from 100 to 150. This will reduce the calculated occupant load for many businesses, thus reducing requirements for plumbing facilities amongst other (Table 1004.5)
- Extensive updates to the fastener table for conventional light-frame wood construction adding staples and generally tightening fastener installation patterns (Table 2304.10.2)
- Additional requirements for an air space behind stucco installations given our climate designation (2510.6)
- Accessory storage spaces of any size are now permitted to be classified as part of the occupancy to which they are accessory
- Significant modifications to the requirements for I-1 (assisted living facilities, generally) and I-2 (nursing homes, generally) over 2-code cycles to address a market trend of adding domestic cooking facilities to common areas in these settings.

### **Residential Code**

This ordinance updates the Town’s Residential Code from the 2015 IRC (International Residential Code) to the 2021 IRC. Important changes and updates include:

- Figure R301.2(2) changes Prosper from 115 MPH  $V_{ult}$  windspeed to 105 MPH
- R301.3 increases story height to 13’7” for prescriptive designs and Table R602.3(6) was added showing required lumber dimensions for 11’ and 12’ bearing walls
- R314.3 requires an additional smoke detector exterior to bedrooms in certain instances
- Table R602.3(1) has been edited to show fastener requirements for staples and to require additional fasteners in some instances
- R324 adds requirements for solar panels including a requirement that panels must not be directly below a required Emergency Escape and Rescue Opening (i.e.- no panels on a first-floor roof below a second-floor bedroom window if that window is a required emergency escape window)
- R703.7.3.2 adds requirements for an air barrier behind stucco installations per our climate designation
- Removal of Residential Green Building Program. The requirements of this ordinance, originally adopted as ordinance 09-98, are in many instances outdated given the requirements of newer building codes. Additionally, this program requires the builder to belong to the Dallas Homebuilders Association and to hire a program verifier from a list promulgated by the Dallas Homebuilders Association. The requirement for new homes to have rain gutters has been retained as an amendment to the IRC.

### **Plumbing Code**

This ordinance updates the Town’s Plumbing Code from the 2015 IPC (International Plumbing Code) to the 2021 IPC. Important changes include provisions for:

- Vacuum testing of DWV plumbing as an alternative test procedure.
- Limiting the developed length of hot water piping to 100’ from heat source
- Removal of requirement for tubs to have an overflow

### **Mechanical Code**

This ordinance updates the Town’s Mechanical Code from the 2015 IMC (International Mechanical Code) to the 2021 IMC. Important changes include provisions for:

- A minimum of 3' clearance from dryer duct terminations to building openings (504.4.1)
- Continuous operation of the required exhaust system at manicure and pedicure stations when the space is occupied (502.20.1)

### **International Fuel Gas Code**

This ordinance updates the Town's Fuel Gas Code from the 2015 IFGC (International Fuel Gas Code) to the 2021 IFGC. Important changes include provisions for:

- Using Schedule 10 steel pipe
- Using arc-resistant CSST
- Provides clarification that gas shut offs are allowed behind moveable appliances such as dryers and refrigerators
- Removal of a provision that was previously added to the 2018 IFGC that allowed commercial cooking appliances for domestic cooking if approved by a registered design professional

### **Energy Conservation Code**

This ordinance updates the Town's Energy Conservation Code from the 2015 IECC (International Energy Conservation Code) to the 2021 IECC. Important changes to the residential section include provisions for:

- Further lowering of required U-factors for windows and doors required for prescriptive compliance
- Further increasing the required R-value for ceiling insulation and duct insulation to meet prescriptive requirements
- Amendments mirror NCTCOG amendments and allow for alternative compliance pathway via Energy Star Certification while also addressing issues that are specific to our location

### **Property Maintenance Code**

This ordinance updates the International Property Maintenance Code from the current 2015 IPMC (International Property Maintenance Code) to the 2021 IPMC. The IPMC is a model code that regulates the maintenance requirements for existing buildings and houses. The intent is to maintain a minimum level of public health, safety, and welfare. Staff wants to ensure the Town strives to keep current with adopted codes. Key points of the ordinance update include:

- Elevate and promote uniformity and consistent application of codes.
- Minimum requirements for maintaining sanitary and safe structures
- A clearer approach to code compliance
- Prevent the decline or blighting effects on neighborhoods
- Further ensure the quality of life is preserved in the Town

Specifically, the 2021 IPMC changes include specific requirements for maintaining fences and retaining walls, disallowing portable containers to be on a property over 45 days, and strikes the requirement for cross-lot drainage to be reviewed and approved by the Town.

### **Fire Code**

The International Fire Code (IFC) is updated every three years. Typically, communities adopt the updated codes approximately every six years and the Town of Prosper currently is under the 2015 IFC. There are two primary reasons staff recommends updating the fire codes. First, utilizing dated codes may likely have a negative impact on the Town's Insurance Services Office (ISO) rating impacting homeowner insurance rates. Second, most of Prosper's peer cities in the area have adopted the 2021 IFC and this action will provide consistency for contractors working in the area. If approved, the updated codes would not be implemented for new permits until April 1, 2023, to provide a transition period for current projects.

## **National Electric Code**

This ordinance updates the Town's Electrical Code from the 2017 NEC (National Electrical Code) to the 2020 NEC. The 2020 NEC is currently the adopted Electrical Code for the State of Texas. Important changes include provisions for:

Item 17.

- Emergency disconnects in a readily accessible location on the exterior for all new one- and two-family dwellings
- Whole-house surge protection for all new one- and two-family dwellings
- GFCI protection for receptacles over 20 amps in all locations that require GFCI protection. In practice in a residential setting, this will mean the circuit for the clothes dryer will now be GFCI protection
- Additional receptacles will be required on kitchen islands larger than 9 square feet for all new one- and two-family dwellings

## **Budget Impact:**

There is no budgetary impact affiliated with these items.

## **Legal Obligations and Review:**

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

## **Attachments:**

1. International Existing Building Code Ordinance
2. International Building Code Ordinance
3. International Residential Code Ordinance
4. International Plumbing Code Ordinance
5. International Mechanical Code Ordinance
6. International Fuel Gas Code Ordinance
7. International Energy Conservation Code Ordinance
8. International Property Maintenance Code Ordinance
9. International Fire Code Ordinance
10. National Electric Code Ordinance

## **Town Staff Recommendation:**

Town Staff recommends adopting ordinances respectively approving the 2021 versions of the following International Codes: Existing Building Code; Building Code; Residential Code; Plumbing Code; Mechanical Code; Fuel Gas Code; Energy Conservation Code; Property Maintenance Code; Fire Code; and the 2020 National Electric Code, and all local amendments to the foregoing codes.

## **Proposed Motion:**

I move to adopt ordinances respectively approving the 2021 versions of the following International Codes: Existing Building Code; Building Code; Residential Code; Plumbing Code; Mechanical Code; Fuel Gas Code; Energy Conservation Code; Property Maintenance Code; Fire Code; and the 2020 National Electric Code, and all local amendments to the foregoing codes.



## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING ARTICLE 3.20, "EXISTING BUILDING CODE," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, AND REPLACING IT WITH A NEW ARTICLE 3.20, "EXISTING BUILDING CODE"; ADOPTING THE 2021 EDITION OF THE INTERNATIONAL EXISTING BUILDING CODE, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; REGULATING THE CONSTRUCTION, INSTALLATION, MOVEMENT, ENLARGEMENT, REPLACEMENT, REPAIR, ALTERATION, USE AND OCCUPANCY, REMOVAL, AND DEMOLITION OF EVERY EXISTING BUILDING OR STRUCTURE OR ANY APPURTENANCES CONNECTED OR ATTACHED TO EXISTING BUILDINGS OR STRUCTURES WITHIN THE TOWN OF PROSPER; 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 it would be advantageous and beneficial to the citizens of Prosper to repeal the existing Article 3.20, "Existing Building Code," of the Code of Ordinances and replace it with a new Article 3.20, "Existing Building Code"; and,

**WHEREAS**, the Town Council has also investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to adopt the 2021 Edition of the Existing Building Code, save and except the amendments and deletions set forth below.

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

### **SECTION 1**

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

### **SECTION 2**

Existing Article 3.20, "Existing Building Code," of the Code of Ordinances of the Town of Prosper Texas, is hereby repealed in its entirety and replace with a new Article 3.20, "Existing Building Code," to read as follows:

#### **"ARTICLE 3.20 EXISTING BUILDING CODE**

##### **Sec. 3.20.001 Code Adopted; amendments**

The International Existing Building Code, 2021 Edition, copyrighted by the International Code Council, Inc., save and except the deletions and amendments set forth in Exhibit "A," attached hereto and incorporated herein for all purposes, is hereby adopted as the Existing Building Code for the Town, regulating the construction, installation, movement, enlargement, replacement,

repair, alteration, use and occupancy, removal, and demolition of every existing building or structure or any appurtenances connected or attached to existing buildings or structures within the Town (the “2021 International Existing Building Code”). The 2021 International Existing Building Code is made a part of this Article as if fully set forth herein. A copy of the International Existing Building Code, 2021 Edition, copyrighted by the International Code Council, Inc., is on file in the office of the Town Secretary of Prosper being marked and so designated as the 2021 International Existing Building Code.”

### **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 on April 1, 2023, 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 24TH DAY OF JANUARY, 2023.**

\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**

**Exhibit A**  
**Town of Prosper Amendments to the**  
**2021 International Existing Building Code**  
**The following additions, deletions, and amendments to the 2021 International Existing**  
**Building Code are hereby approved and adopted.**

**Section 101.1; change to read as follows:**

**101.1 Title.** These regulations shall be known as the Existing Building Code of the Town of Prosper hereinafter referred to as “this code.”

**Section 102.4; change to read as follows:**

**[A] 102.4 Referenced codes and standards.** The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2. *{No change to rest of section.}*

**Section 103.1; change to read as follows:**

**103.1 Creation of agency.** The BUILDING INSPECTION DIVISION OF THE TOWN OF PROSPER is hereby created, and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**Section 202; amend definition of Existing Building as follows:**

**[A] EXISTING BUILDING.** A building erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued and final inspection approved.

**Section 202; amend definition of Existing Structure as follows:**

**EXISTING STRUCTURE.** A structure erected prior to the date of adoption of the appropriate code, or one for which a legal building permit has been issued and final inspection approved.

**Section 306.1; add exceptions to read as follows:**

**Exceptions:**

1. Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.
2. If the cost of the project is less than \$50K, it must comply with ICC A117.1, or it shall be reviewed and inspected to the Texas Accessibility Standards by a Registered Accessibility Specialist.



**Section 306.2; add exception to read as follows:**

**Exception:** Projects subject to the Texas Accessibility Standards as adopted by the Texas Department of Licensing and Regulation are exempt from this section. Projects with a valuation of less than \$50,000.00 (which are subject to the Texas Accessibility Standards) may be accepted as equivalent to this section where reviewed and inspected to the Texas Accessibility Standards by a Texas Department of Licensing and Regulation Registered Accessibility Specialist when a plan review report and a compliant inspection report are provided to the building code official.

**Section 401.3 Flood Hazard Areas; delete this section.**

**Section 405.2.6 Flood Hazard Areas; delete this section.**

**Section 406.1; change to read as follows:**

**406.1 Material.** Existing electrical wiring and equipment undergoing repair shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

**Section 502.3 Flood Hazard Areas; delete this section.**

**Section 503.2 Flood hazard areas; delete this section.**

**Section 504.1.3; delete this section:**

**Section 507.3 Flood Hazard Areas; delete this section.**

**Section 701.3 Flood Hazard Areas; delete this section.**

**Section 702.7; add a code reference to read as follows:**

**702.7 Materials and methods.** All new work shall comply with the materials and methods requirements in the International Building Code, International Energy Conservation Code, International Mechanical Code, National Electrical Code, and International Plumbing Code, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

**Section 803.1; add sentence to read as follows:**

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject work area, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

**Section 803.3; change section to read as follows:**

**803.3 Standpipes.** Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements.

**Section 804.2; delete Exception #1.**

**Section 804.4.1.2; change to read as follows:**

**804.4.1.2 Fire Escapes required.** For other than Group I-2, where more than one exit is required, an existing fire escape complying with section 805.3.1.2.1 shall be accepted as providing one of the required means of egress.

**Section 804.4.1.2.1; change to read as follows:**

**804.4.1.2.1 Fire Escape access and details.** Fire escapes shall comply with all of the following requirements:

1. Occupants shall have unobstructed access to the fire escape without having to pass through a room subject to locking.
2. Access to a fire escape shall be through a door.
3. Openings within 10 feet (3048 mm) of fire escape stairways shall be protected by fire assemblies having minimum  $\frac{3}{4}$  hour fire-resistance ratings.

**Exception:** Opening protection shall not be required in buildings equipped throughout with an approved automatic sprinkler system.

4. In all buildings of Group E occupancy up to and including the 12<sup>th</sup> grade, buildings of Group I occupancy, ~~rooming~~ boarding houses, and childcare centers, ladders of any type are prohibited on fire escapes used as a required means of egress.

**Section 904.1; add sentence to read as follows:**

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject work area, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

**Section 904.1.1; change to read as follows:**

**904.1.1 High-rise buildings.** An automatic sprinkler system shall be provided in work areas of high-rise buildings.

**Section 1011.2.1: change to read as follows:**

**1011.2.1 Fire sprinkler system.** Where a change in occupancy classification occurs or where there is a change of occupancy within a space where there is a different fire protection system threshold requirement in Chapter 9 of the International Building Code that requires an automatic fire sprinkler system to be provided based on the new occupancy in accordance with Chapter 9 of the International Building Code. The installation of the automatic sprinkler system shall be required within the area of the change of occupancy and areas of the building not separated horizontally and vertically from the change of occupancy by one of the following:

1. Fire barrier, as required by Section 707 of the IBC.
2. Fire wall, as required by Section 706 of the IBC.

**Exceptions:** *{existing text remains}*

**Section 1103.3 Flood Hazard Areas; delete this section.**

**Section 1201.4 Flood Hazard Areas; delete this section.**

**Section 1301.3.3 Compliance with Flood Hazard Provisions; delete this section.**

**Section 1402.6 Flood Hazard Areas; delete this section.**

**Section 1509; delete Section 1509.1 through 1509.5 and add Section 1509.1 to read as follows:**

**1509.1 When required.** An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. The water supply design and the timing of the water supply installation relative to building construction shall comply with the adopted Fire Code.

**END**

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING ARTICLE 3.04, "BUILDING CODE," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER AND REPLACING IT WITH A NEW ARTICLE 3.04, "BUILDING CODE"; ADOPTING THE 2021 EDITION OF THE INTERNATIONAL BUILDING CODE, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; REGULATING THE CONSTRUCTION, ALTERATION, MOVEMENT, ENLARGEMENT, REPLACEMENT, REPAIR, EQUIPMENT, USE AND OCCUPANCY, LOCATION, MAINTENANCE, REMOVAL, AND DEMOLITION OF EVERY BUILDING OR STRUCTURE OR ANY APPURTENANCES CONNECTED OR ATTACHED TO BUILDINGS OR STRUCTURES WITHIN THE TOWN OF PROSPER; 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 it would be advantageous and beneficial to the citizens of Prosper to repeal the existing Article 3.04, "Building Code," of the Code of Ordinances and replace it with a new Article 3.04, "Building Code"; and,

**WHEREAS**, the Town Council has also investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to adopt the 2021 Edition of the International Building Code, save and except the amendments and deletions set forth below.

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

### **SECTION 1**

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

### **SECTION 2**

Existing Article 3.04, "Building Code," of the Code of Ordinances of the Town of Prosper Texas, is hereby repealed in its entirety and replace with a new Article 3.04, "Building Code," to read as follows:

#### **"ARTICLE 3.04 BUILDING CODE**

##### **Sec. 3.04.001 Code Adopted; amendments**

The International Building Code, 2021 Edition, copyrighted by the International Code Council, Inc., save and except the deletions and amendments set forth in Exhibit "A," attached hereto and incorporated herein for all purposes, is hereby adopted as the Building Code for the Town, regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal, and demolition of every building or structure



or any appurtenances connected or attached to buildings or structures within the Town (the "2021 International Building Code"). The 2021 International Building Code is made a part of this Article as if fully set forth herein. A copy of the International Building Code, 2021 Edition, copyrighted by the International Code Council, Inc., is on file in the office of the Town Secretary of Prosper being marked and so designated as the 2021 International Building Code."

### **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 on April 1, 2023, 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 24TH DAY OF JANUARY, 2023.**

\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**

**Exhibit A**  
**Town of Prosper Amendments to the**  
**2021 International Building Code**

**The following additions, deletions, and amendments to the 2021 International Building Code are hereby approved and adopted.**

**Section 101.1; change to read as follows:**

**101.1 Title.** These regulations shall be known as the Building Code of the Town of Prosper, hereinafter referred to as “this code.”

**Section 101.4; change to read as follows:**

**101.4 Referenced codes.** The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

**Section 101.4.8; add the following:**

**101.4.8 Electrical.** The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

**Sections 103 and 103.1; amend to read as follows:**

**BUILDING INSPECTION DIVISION OF THE TOWN OF PROSPER**

**103.1 Creation of enforcement agency.** The BUILDING INSPECTION DIVISION OF THE TOWN OF PROSPER is hereby created and the official in charge thereof shall be known as the Building Official.

**Section 105.2 Work exempt from permit; under sub-title entitled “Building” change to read as follows:**

**Building:**

1. Oil derricks
2. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
3. Water tanks supported directly on grade if the capacity is not greater than 5,000 gallon (18925 L) and the ratio of height to diameter or width is not greater than 2:1.
4. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
5. Temporary motion picture, television and theater stage sets and scenery.
6. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18925 L) and are installed entirely above ground.
7. Swings and other playground equipment accessory to detached one- and two-family dwellings.
8. Window awnings in Group R-3 and U occupancies, supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

9. Nonfixed and movable fixtures, cases, racks, counters, and partitions not over 5 feet 9 inches (1753 mm) in height.

**Section 107.1; change to read as follows:**

**107.1 General.** Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets, or in a digital format where allowed by the building official, with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Foundation plans shall be submitted with each application. Foundation plans shall be designed by an engineer licensed by the State of Texas and shall bear said engineer's seal. Structural framing plans shall be submitted with each new construction or addition application. Structural framing plans shall be designed by a registered design professional licensed by the State of Texas and shall bear said design professional's seal.

*{The remaining exception remains unchanged.}*

**Section 109.2; change to read as follows:**

**109.2 Schedule of permit fees.** On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the Town of Prosper Fee Schedule as adopted by the Town Council.

**Section 109.4; change to read as follows:**

**109.4 Work commencing before permit issuance.** Any person who commences any work requiring a permit on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permit(s) shall be subject to a penalty of 100% of the usual permit fee in addition to the required permit fees.

**Section 109.6; change to read as follows:**

**109.6 Refunds.** The Building Official is authorized to establish a refund policy.

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code.
3. The Code Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.



**Section 109; add Section 109.7 to read as follows:**

**109.7 Re-inspection Fee.** A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;
2. No building address or permit card is clearly posted;
3. Town approved plans are not on the job site available to the inspector;
4. The building is locked or work otherwise not available for inspection when called;
5. The job site disapproved twice for the same item;
6. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

**Section 110.3.1; change to read as follows:**

**110.3.1 Footing and foundation inspection.** Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job. A registered design professional, or their designated representative, shall perform a pre-pour inspection and provide the Building Official with a signed and sealed document stating that the footing and foundation has been inspected and approved. This inspection shall take place prior to requesting a footing and foundation inspection from the Building Official.

**Section 110.3.2; change to read as follows:**

**110.3.2 Concrete slab and under-floor inspection.** Concrete slab and under-floor inspections shall be made after in-slab and under-floor reinforcing steel and building service equipment, conduit, piping accessories, and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor. A registered design professional, or their designated representative, shall perform a pre-pour inspection and provide the Building Official with a signed and sealed document stating that the slab and under-floor foundation has been inspected and approved. This inspection shall take place prior to requesting a concrete slab and under-floor foundation inspection from the Building Official.

**Section 110.3.4; change to read as follows:**

**110.3.4 Frame inspection.** Framing inspections shall be made after the roof deck or sheathing, all framing, fire-blocking, and bracing are in place and pipes, chimneys, and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes, and ducts are approved. A registered design professional, or their designated representative, shall perform a structural framing inspection and provide the Building Official with a signed and sealed document stating that the structure's framing has been inspected and approved. This inspection shall take place prior to requesting a framing inspection from the Building Official.

**Section 110.3.6; Lath, gypsum board and gypsum panel product inspection; Delete exception**

**Section 202; amend definition of Ambulatory Care Facility as follows:**

**AMBULATORY CARE FACILITY.** Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

**Section 202; add definition of Assisting Living Facilities to read as follows:**

**ASSISTED LIVING FACILITIES.** A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.

**Section 202; amend definition of High-Rise Building to read as follows:**

**HIGH-RISE BUILDING.** A building with an occupied floor located more than fifty-five feet (55') (16,764 mm) above the lowest level of fire department vehicle access.

**Section 202; amend definition of SPECIAL INSPECTOR to read as follows:**

**SPECIAL INSPECTOR.** A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

**Section 304.1; add the following to the list of occupancies:**

- Fire stations
- Police stations with detention facilities for 5 or less

**Section 307.1.1; add the following sentence to Exception 4:**

4. Cleaning establishments... *{Text unchanged}* ...with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 21, Dry Cleaning Plant provisions.

**Section 403.1, Exception 3; change to read as follows:**

- 3. The open-air portion of a building *[remainder unchanged]*

**Section 403.3, Automatic Sprinkler System. Delete exception.**

**Section 403.3.2; change to read as follows:**

**[F] 403.3.2 Water supply to required fire pumps.** In buildings that are more than 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

**Exception:** *{No change to exception}*

**Section 403.5.4; change to read as follows:**

**403.5.4 Smokeproof enclosures.** Every required interior exit stairway serving floors more than 55 feet (55') (16,764 mm) above the lowest level of fire department vehicle access shall be a smokeproof enclosure in accordance with Sections 909.20 and 1023.11.

**Section 404.10; change to read as follows:**

**404.10 Exit Stairways in an atrium.** Where an atrium contains an exit access stairway all the following shall be met:

*{Remainder Unchanged}*

**Section 423.5.1; change to read as follows:**

**423.5.1 Required occupant capacity.** The required occupant capacity of the storm shelter shall include all of the buildings on the site and shall be the total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.

**Exceptions:**

1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on the site, the storm shelter shall at a minimum accommodate the required occupant capacity for the new building.
2. Where approved by the building official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the site.
3. Where approved by the building official, the actual number of occupants for whom each occupied space, floor or building is designed, although less than those determined by occupant load calculation, shall be permitted to be used in the determination of the required design occupant capacity for the storm shelter.

**Section 502.1; change to read as follows:**

**502.1 Address identification.** New and existing buildings shall be provided with approved address identification as given in the Town of Prosper adopted International Fire Code.

**Table 506.2; delete footnote i from table**

**Section 708.4.2; change to read as follows:**

**708.4.2 Fireblocks and draftstops in combustible construction.** *{Body of text unchanged}*

**Exceptions:**

1. Buildings equipped with an automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, or in accordance with Section 903.3.1.2 provided that sprinkler protection is provided in the space between the top of the fire partition and the underside of the floor or roof sheathing, deck or slab above as required for systems complying with Section 903.3.1.1. Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draftstopping. *{Remainder unchanged}*

**Section 718.3; change to read as follows:**

**718.3 Draftstopping in floors.** *{Body of text unchanged}*

**Exceptions:** Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. and provided that in combustible construction, sprinkler protection is provided in the floor space.

**Section 718.4; change to read as follows:**

**718.4 Draftstopping in attics.** *{Body of text unchanged}*

**Exceptions:** Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and provided that in combustible construction, sprinkler protection is provided in the attic space.

**Section 903.1.1; change to read as follows:**

**903.1.1 Alternative protection.** Alternative automatic fire- extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard or as approved by the Fire code official.

**Section 903.1.2 is hereby added to read as follows:**

**903.1.2 Residential systems.** Unless specifically allowed by this Code or the International Building Code, residential sprinkler systems installed in accordance with NFPA 13D or NFPA 13R shall not be recognized for the purposes of modifications, exceptions, or reductions, commonly referred to as "trade-offs," permitted by other requirements of this Code or the International Building Code.

Residential sprinkler systems installed in accordance with NFPA 13R shall include attic sprinkler protection to be recognized for the purposes of such trade-offs permitted by other requirements of this Code, or for modifications permitted under Chapter 5 of the International Building Code. When such trade-offs are taken, an NFPA 13 sprinkler system shall be required.

One- and two-family dwellings, mobile homes, and townhomes shall not be governed by this ordinance. Refer to Town Ordinance No. 04-98 for fire sprinkler requirements.



**Section 903.1.3 is hereby added to read as follows:**

**Section 903.1.3 Spray booths and rooms.** New and existing spray booths and spray rooms shall be protected by an approved automatic fire extinguishing system in accordance with Chapter 9.

**Section 903.2; add a paragraph to read as follows and delete the Exception for telecommunications buildings:**

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED", consistent with Section 511 in the International Fire Code.

**Section 903.2.4.2 is amended to read as follows:**

**903.2.4.2 Group F-1 distilled spirits.** An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.

**Section 903.2.8; add the following exception:**

**Exception:** R-3 occupancies with a gross square foot area of less than 5,500 HVAC space.

**Section 903.2.8.5 is hereby added to read as follows:**

**903.2.8.5 Storage rooms.** Within Group R occupancies, storage areas that are leased or rented shall comply with Section 903.2.9.5 and 903.2.9.5.1.

**Section 903.2.9.3; change to read as follows:**

**903.2.9.3 Group S-1 distilled spirits or wine.** An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any one time.

**Section 903.2.9.4; delete Exception to 903.2.9.4**

**Section 903.2.9.5 and 903.2.9.5.1 are hereby added to read as follows:**

**903.2.9.5 Self-service storage facility.** An approved automatic sprinkler system shall be installed throughout all self-service storage facilities.

**903.2.9.5.1 Vertical storage limits.** A screen shall be installed at eighteen inches (18") below the level of the sprinkler heads to restrict storage above that level. This screen shall be a mesh of not less than one inch (1") nor greater than six inches (6") in size. The screen and its supports shall be installed such that all elements are at least eighteen inches (18") below any sprinkler heads, measured from the level of the sprinkler deflector.

**Section 903.2.11.3; change to read as follows:**

**903.2.11.3 Buildings 35 feet or more in height.** An automatic sprinkler system shall be installed throughout buildings with a floor level having an occupant load of thirty (30) or more that is located thirty-five feet (35') (10,668 mm) or more above the lowest level of fire department vehicle access.

**Exception:** Open parking structures in compliance with Section 406.5.

**Section 903.2.11.7; add the following:**

**903.2.11.7 High-Piled Combustible Storage.** For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 of the Fire Code to determine if those provisions apply.

**Section 903.2.11.8; add the following:**

**903.2.11.8 Spray Booths and Rooms.** New and existing spray booths and spraying rooms shall be protected by an approved automatic sprinkler system and/or an approved automatic fire- extinguishing system in accordance with Chapter 9 and Section 2404 in the International Fire Code.

**Section 903.2.11.9; add the following:**

**903.2.11.9 Buildings over 5,000 square feet.** An automatic sprinkler system shall be installed throughout all commercial buildings with a building area (floor area gross) over 5,000 square feet. For the purpose of this provision, firewalls shall not define separate buildings.

**Exception:** Open parking garages in compliance with Section 406.5 of the International Building Code, when all of the following conditions apply:

1. The structure is freestanding.
2. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators, or spaces used or occupied for anything other than motor vehicle parking.
3. The structure does not exceed three (3) stories.
4. An approved fire apparatus access road is provided around the entire perimeter of the structure.

**Section 903.3.1.1.1; change to read as follows:**

**903.3.1.1.1 Exempt Locations.** When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ...*{text unchanged}*... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

**Section 903.3.1.1.3 is hereby added to read as follows:**

**Section 903.3.1.1.3 Residential systems.** In Group R occupancies, an NFPA fire sprinkler system installed in accordance with 903.3.1.1 shall be required where the building is designed to exceed the maximum allowable factors of Tables 504.3, 504.4, or 506.2 of the 2021 International Building Code for the occupancy classification and construction type. For the purposes of this provision, fire walls shall not define separate buildings.

**Section 903.3.1.2; change to read as follows:**

**903.3.1.2 NFPA 13R sprinkler systems.** Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is 35 feet (10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is 35 feet (10668 mm) or less below the lowest level of fire department vehicle access.

The number of stories of Group R occupancies construction in accordance with Sections 510.2 and 510.4 shall be measured from grade plane.

**Section 903.3.1.2.1 is hereby amended to read as follows:**

**903.3.1.2.1 Balconies and decks.** Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units and sleeping units.

**Section 903.3.1.2.2; change to read as follows:**

**903.3.1.2.2 Corridors and balconies.** Sprinkler protection shall be provided in all corridors and for all balconies.

**Section 903.3.1.2.3; delete section and replace as follows:**

**Section 903.3.1.2.3 Attached Garages and Attics.** Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
  - 4.1. Provide automatic sprinkler system protection.
  - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
  - 4.3. Construct the attic using noncombustible materials.
  - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
  - 4.5. Fill the attic with noncombustible insulation.

**Section 903.3.1.3; change to read as follows:**

**903.3.1.3 NFPA 13D Sprinkler systems.** Where allowed, automatic sprinkler systems installed in one & two-family dwellings; Group R-3; Group R-4, Condition 1; and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D, or in accordance with state law.

**Section 903.3.1.4 is hereby added to read as follows:**

**903.3.1.4 Freeze protection.** Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

**903.3.1.4.1 Attics.** Only dry-pipe, pre-action, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

**Exception:** Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

**903.3.1.4.2 Heat trace/insulation.** Heat trace/insulation shall only be allowed where approved by the Fire code official for small sections of large diameter water-filled pipe.

**903.3.1.4.3 Water-filled piping.** Water-filled piping shall not be permitted to be installed in areas where the temperature is less than 40°F (4°C) unless approved by the fire code official.



**Section 903.1.5 shall be added to read as follows:**

**Section 903.1.5 Additional installation requirements.** Automatic sprinkler and standpipe systems shall be installed with the following:

1. Underground piping serving the sprinkler, standpipe, or remote FDC shall have a 10 ft. separation from all other utilities and placed in a separate trench.
2. Underground piping serving the sprinkler, standpipe, or remote FDC shall be provided with metallic detector tracer tape or wire.
3. All inspectors' test, ball-drips, and main-drains shall be piped directly to the outside of the building.

**Section 903.3.5; add a second paragraph to read as follows:**

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10-psi safety factor. Reference Section 507.4 for additional design requirements.

**Section 903.4; add a second paragraph after the exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

**Section 903.4.2; add second paragraph to read as follows:**

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

**Section 905.2; change to read as follows:**

**905.2 Installation Standard.** Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

**Section 905.2.1 is hereby added to read as follows:**

**Section 905.2.1 Automatic supply.** Where standpipes are required, an automatic supply shall be provided for the following occupancies/buildings:

1. Buildings defined as high-rise
2. Building four or more stories
- Exception:** Unattached open parking garages
3. H Occupancies
4. High-piled storage permitted occupancies
5. Hazardous materials permitted occupancies

The fire code official is authorized to require an automatic supply for occupancies/buildings not listed when the access to is limited or the hazard being protected requires such protection.

**Sections 905.3.9 and 905.3.9.1 are hereby added to read as follows:**

**905.3.9. Building Area.** In buildings exceeding 10,000 square feet in area per story, Class I automatic wet or manual wet standpipes shall be provided where any portion of the building's interior area is more than 200 feet of travel, vertically and horizontally, from the nearest point of fire department vehicle access.

**Exceptions:**

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14, where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

**905.3.9.1 Distance from fire lane.** Class I standpipes shall be required in all occupancies in which the distance from a single accessible point for Fire Department ingress to any area within the structure exceeds 250 feet along the route a fire hose is laid as measured from the fire lane as a single route.

**Section 905.4; change Items 1, 3, and 5, and add Item 7 to read as follows:**

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.  
**Exception:** {No change}
2. {No change}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.  
**Exception:** Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a {remainder of text unchanged}
4. {No change}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

**Section 905.8; change to read as follows:**

**905.8 Dry standpipes.** Dry standpipes shall not be installed.

**Exception:** Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psi and a maximum of 40 psi air pressure with a high/low Supervisory alarm.

**Section 905.9; add a second paragraph after the exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

**Section 906.1; delete Exception 3.**

**Section 907.1; add Section 907.1.4 to read as follows:**

**907.1.4 Design Standards.** All alarm systems new or replacement shall utilize addressable devices.

Riser rooms shall be equipped with an annunciator panel if the main fire alarm control panel is not located in the riser room.

Annunciator panel shall be provided at the main entrance to all single occupant buildings.

**Exception:** Existing systems need not comply unless the total building remodel or expansion initiated after the effective date of this code, as adopted, exceeds 30% of the building. When cumulative building remodels or expansion exceeds 50% of the building, must comply within 18 months of permit application. This exception does not prohibit the need for new fire alarm devices on an existing system to be addressable.

**Section 907.2.1; change to read as follows:**

**907.2.1 Group A.** A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons, or where the occupant load is more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

**Exception:** {No change}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

**Section 907.2.3; change to read as follows:**

**907.2.3 Group E.** A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E Day Care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

**Exceptions:**

1. A manual fire alarm system is not required in Group E educational and daycare occupancies with an occupant load of less than 50 when provided with an approved automatic sprinkler system.
  - 1.1 Residential In-Home daycare with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or fewer years of age, see Section 907.2.6.)

*{No change to the remainder of exceptions.}*

**Section 907.2.6.4 is added to read as follows:**

**907.2.6.4 Group I-4.** An automatic smoke detection system shall be installed in egress corridors in Group I-4 facilities. The system shall be activated in accordance with Section 907.4.

**907.2.6.4.1 Manual fire alarm box.** A manual fire alarm box shall be provided in a constantly attended location.

**907.2.6.4.2 Occupant notification.** Occupant notification shall be required as per Section 907.5.3

**Section 907.2.10; change to read as follows:**

**907.2.10 Group S.** A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

**Exception:** *{No change}*

**Section 907.2.13, Exception 3; change to read as follows:**

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

**Section 907.2.24 is hereby added to read as follows:**

**907.2.24 Self-service storage facilities.** An approved fire alarm system shall be installed throughout all self-service storage facilities. This shall include visual, audible, heat, and smoke detection.

**Section 907.4.2; add Section 907.4.2.7 to read as follows:**

**907.4.2.7 Type.** Manual alarm initiating devices shall be an approved double action type.

**Section 907.5.2.4 is hereby added to read as follows:**

**907.5.2.4 Audible and Visible Alarm.** Upon manually silencing an alarm the visible signal shall continue to operate while the audible alarm silences. Alarms must not be silenceable on waterflow alarms.



**907.5.3 is hereby added to read as follows:**

**907.5.3 Occupant notification.** Occupant notification in accordance with this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement, or modification of the existing fire alarm system, or as required by the fire code official, for all buildings or spaces provided with an approved automatic sprinkler system.

**Section 907.6.1; add Section 907.6.1.1 to read as follows:**

**907.6.1.1 Wiring Installation.** All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from an addressable input (monitor) module may be wired Class B, provided the distance from the addressable module to the initiating device is ten feet or less.

All fire alarm wire jackets shall be RED. A contrasting color stripe may be incorporated for circuit identification provided the base color of the fire alarm wire jacket is RED.

**Section 907.6.3; delete all four Exceptions.**

**Section 907.6.3.1.1; add to read as follows:**

**Section 907.6.3.1.1 Graphical annunciation.** Graphical annunciation of initiating devices shall be provided for large, complex floor plans where required by the fire code official or other sections of this code.

**Section 907.6.3.2; add to read as follows:**

**907.6.3.2 Communication requirements.** All alarm systems, new or replacement, shall transmit alarm, supervisory and trouble signals descriptively to the approved central station, remote supervisory station, or proprietary supervising station as defined in NFPA 72, with the correct device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a General Alarm or Zone condition.

**Section 907.6.6; add sentence at end of paragraph to read as follows:**

See 907.6.3 for the required information transmitted to the supervising station.

**907.6.7 Waterflow Notification is hereby added to read as follows:**

**907.6.7 Waterflow Notification.** When required by Section 903.4.2, an exterior audible and visible notification device shall be provided on the exterior of the building and shall be located above the Fire Department Connection. The notification device shall operate on a waterflow alarm only, shall be non-silenceable, and shall continue to operate after the panel is silenced on the condition the alarm was a water flow alarm only. The notification device shall be wired from the fire alarm control panel as a dedicated latching circuit. The minimum candela rating for the notification device shall be 75 (cd) candela.

Where FDC is remote the horn strobe will be located on a permanently mounted pole behind the Remote FDC. All conduit and fire alarm wiring shall be burial rated. An isolator module shall be located at each point the underground wiring runs above and below grade level.

**Section 907.9 Fire Extinguishing Systems shall be added to read as follows:**

**907.9 Fire extinguishing systems.** Automatic fire-extinguishing systems shall be connected to the building fire alarm system where a fire alarm system is required by another section of this code or is otherwise installed.

**Section 907.10 is hereby added to read as follows:**

**907.10 Interconnection.** Fire alarm systems installed in multi-building developments which share a common address shall be provided with a separate fire alarm system for each building and shall be independently monitored. Buildings shall not be permitted to be interconnected, unless required by the fire code official.

**Section 907.11 is hereby added to read as follows:**

**907.11 Password protection prohibited.** No fire alarm system shall be protected by a password or pin number that would hinder immediate silencing capabilities by the fire department.

**Section 907.12 is hereby added to read as follows:**

**907.12 Occupant reset.** Once an alarm is initiated and fire department is contacted, no person shall silence or reset an alarm prior to fire department arrival.

**Section 910.2; change Exception 2 and 3 to read as follows:**

**910.2 Where required.** Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1, 910.2.2, and 910.3.2.

2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of  $50(m^*S)^{1/2}$  or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

**Section 910.2.3; add to read as follows:**

**910.2.3 Group H.** Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m<sup>2</sup>) in single floor area.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

**Section 910.3.4 is hereby changed and added to read as follows:**

**910.3.4 Vent Operation.** Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

**910.3.4.1 Sprinklered buildings.** Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating of at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

**Exception:** Manual-only systems per Section 910.2.

**910.3.4.2 Non-sprinklered Buildings.** Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

**Exception:** Listed gravity-operated drop out vents.

**Section 910.4.3.1; change to read as follows:**

**910.4.3.1 Makeup Air.** Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m<sup>2</sup> per 0.4719 m<sup>3</sup>/s) of smoke exhaust.

**Section 910.4.4; change to read as follows:**

**910.4.4 Activation.** The mechanical smoke removal system shall be activated automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided as approved by the AHJ.

**Exception:** Manual only systems per Section 910.2.

**Section 912.2.1; change to read as follows:**

**912.2.1 Visible location.** Where an approved fire lane is provided on site in order to provide fire department vehicle access to a building or structure, the fire department connection shall be located such that it is adjacent thereto, along, and faces the fire lane.

When a remote FDC is provided it shall be located on the opposite side of the fire lane from the serviced building for all F, H, I, R, & S occupancies outside the collapse zone of the building and located 10 ft. adjacent to a fire hydrant along the same side of the fire lane.

Vehicle impact protection shall be provided for all remote FDC's in accordance with Section 312 of the International Fire Code.

FDCs shall be fully recognizable from the street, fire apparatus access road or nearest point of fire department vehicle access or as otherwise approved by the fire code official.

**Sections 912.2.1.1 through 912.2.1.3; add to and read as follows:**

**912.2.1.1 Building mounted FDCs.** Building mounted FDCs shall be located on a minimum 10-foot unobstructed path and no greater than 30 feet from back of curb.

**912.2.1.2 Remote FDC.** Remote FDC's are required on buildings greater than 30 feet in height as measured from the lowest point of fire department access, unless otherwise approved by the fire code official. Remote FDCs shall be located on the opposite side of the fire lane from the serviced building. Remote FDCs shall be set back between 2 feet to 6 feet from the back of curb and provided with vehicle impact protection in accordance with Section 312.

**Section 912.2.1.3 FDC identification.** New and existing fire department connections shall be identified in accordance with the PFR-FMO Sign Specification Guide. Additionally for remote FDCs, the barrel shall be painted traffic red and provided with a 2-inch, white - 3M diamond-grade reflective tape stripe around the upper half of the barrel.

**Section 912.2.3; add Section 912.2.3 to read as follows:**

**912.2.3 Hydrant Distance.** An approved fire hydrant shall be located within 50 feet of the fire department connection as the fire hose lays along an unobstructed path.

**Section 912.2.4; add Section 912.2.4 to read as follows:**

**Section 912.2.4 High Rise Buildings.** A second redundant FDC shall be provided for all high-rise buildings, unless approved by the fire code official.



**Section 912.3; change to read as follows:**

**912.3 Fire hose threads.** All fire department connections shall be 5- inch Storz with a 30-degree down elbow with a chained locking Knox cap.

**Section 912.4 is hereby amended to add the following text to the end of the current text:**

**Section 912.4 Access.** A minimum clear and unobstructed pathway of 10 feet shall be provided to access the fire department connection.

**Section 912.4.1 is hereby amended to add the following text to the end of the current text:**

Knox locking caps shall be provided and a key shall be furnished to the Fire Department for new installations.

**Section 912.5; change to read as follows:**

**912.5 Signs.** Signs shall be provided on all fire department connections serving automatic sprinklers, standpipes, or fire pump connections. Where the fire department connection does not serve the entire building, a sign shall be provided indicating the portions of the building served. All signs shall comply with the PFR-FMO Sign Specification Guide.

**Section 913.2.1; add Section 913.2.1.1 and exception to read as follows:**

**913.2.1.1 Fire Pump Room Access.** When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

**Exception:** When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by IFC Section 506.1.

**Section 916.9; change to read as follows:**

**916.9 Signage.** Signs shall be provided adjacent to gas detection system alarm signaling devices that advice occupants of the nature of the signals and actions to take in a response to the signal. Signs shall comply with the PFR-FMO Sign Specification Guide.

**Section 1009.1 is hereby amended by adding Exception 3 to read as follows:**

3. Buildings regulated under State Law and built-in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

**Section 1009.8 Two-way communication; add Exception #7 to read as follows:**

**Exceptions:**

1. through 6. {No change.}
7. Buildings regulated under State Law and built-in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

**Section 1010.2.5 Bolt Locks; amend exceptions 3 and 4 as follows:**

**Exceptions:**

3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. (remainder unchanged)
4. Where a pair of doors serves a Group A, B, F, M or S occupancy (remainder unchanged)

**Section 1010.2.12, Items 5 is hereby amended to read as follows:**

5. *{first paragraph remains unchanged}*. If a building fire alarm system is not provided, approved smoke detection devices shall be provided on both access and egress sides of the door. Activation of the smoke detection devices shall automatically unlock the electric lock.

**Section 1015.8 Window Openings, Paragraph Number 1 is hereby amended to read as follows:**

1. Operable windows where the top of the sill of the opening is located more than 55 (16,764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

**Section 1020.2 Construction; add new exception 6 as follows:**

6. In unsprinklered group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

**Section 1030.1.1.1 Spaces under grandstands and bleachers; delete this section.**

**Section 1612.3; change to read as follows:**

**1612.3 Establishment of flood hazard areas.** To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for The Town of Prosper" as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this Section.

**Section 1809.5.1; Frost Protection at required exits; delete this section**

**Section 2902.1; add a second paragraph to read as follows:**

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.

**Table 2902.1; add footnote g to read as follows:**

g. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

**Add Section 2902.1.4 to read as follows:**

**2902.1.4 Additional fixtures for food preparation facilities.** In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

**2902.1.4.1 Hand washing lavatory.** At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

**2902.1.4.2 Service sink.** In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the Town of Prosper's Health Department.

**Section 3002.1 Hoistway Enclosure Protection required. Add exceptions as follows:**

**Exceptions:**

1. Elevators completely located within atriums shall not require hoistway enclosure protection.
2. Elevators in open or enclosed parking garages that serve only the parking garage, shall not require hoistway enclosure protection.

**Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces; Delete exceptions and add two new exceptions to as follows:**

**Exceptions:**

1. Elevator machine rooms, control rooms, machinery spaces and control spaces completely located within atriums shall not require enclosure protection.

2. Elevator machine rooms, control rooms, machinery spaces and control spaces in open or enclosed parking garages that serve only the parking garage, shall not require enclosure protection.

**Section 3005.5: Add a new subsection to Section 3005.5.1 as follows:**

**3005.5.1 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.**

**3005.5.1.1 Automatic sprinkler system.** The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.5.1.1.1.

**3005.5.1.1.1 Prohibited locations.** Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoistways.

**3005.5.1.1.2 Sprinkler system monitoring.** The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

**3005.5.1.2 Water protection.** An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

**3005.5.1.3 Omission of Shunt trip.** Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

**Section 3005.7; add Section 3005.7 as follows:**

**3005.7 Storage.** Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed."

**Section 3006.2, Hoistway opening protection required; Revise text as follows:**

5. The building is a high rise and the elevator hoistway is more than 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

**End**



## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2023-\_\_

AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING ARTICLE 3.18 "RESIDENTIAL GREEN BUILDING PROGRAM," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, IN ITS ENTIRETY; REPEALING ARTICLE 3.05, "RESIDENTIAL BUILDING CODE," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER AND REPLACING IT WITH A NEW ARTICLE 3.05, "RESIDENTIAL BUILDING CODE"; ADOPTING THE 2021 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; REGULATING THE CONSTRUCTION, ALTERATION, MOVEMENT, ENLARGEMENT, REPLACEMENT, REPAIR, EQUIPMENT, USE AND OCCUPANCY, LOCATION, REMOVAL, AND DEMOLITION OF DETACHED ONE- AND TWO-FAMILY DWELLINGS AND MULTIPLE SINGLE-FAMILY DWELLINGS (TOWNHOUSES) NOT MORE THAN THREE (3) STORIES IN HEIGHT WITH A SEPARATE MEANS OF EGRESS AND RELATED ACCESSORY STRUCTURES LOCATED WITHIN THE TOWN OF PROSPER; 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 it would be advantageous and beneficial to the citizens of Prosper to repeal the existing Article 3.05, "Residential Building Code," of the Code of Ordinances and replace it with a new Article 3.05, "Residential Building Code"; and,

**WHEREAS**, the Town Council has also investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to adopt the 2021 Edition of the International Residential Code, save and except the amendments and deletions set forth below.

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

**SECTION 1**

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

**SECTION 2**

From and after the effective date of this Ordinance, Article 3.18, "Residential Green Building Program," of Chapter 3, "Building Regulations," of the Code of Ordinances of the Town of Prosper, Texas, is hereby repealed in its entirety.

### **SECTION 3**

Existing Article 3.05, "Residential Building Code," of the Code of Ordinances of the Town of Prosper Texas, is hereby repealed in its entirety and replace with a new Article 3.05, "Residential Building Code," to read as follows:

#### **"ARTICLE 3.05 RESIDENTIAL BUILDING CODE"**

##### **Sec. 3.05.001 Code Adopted; amendments**

The International Residential Code, 2021 Edition, copyrighted by the International Code Council, Inc., including Appendix AG and Appendix AK, save and except the deletions and amendments set forth in Exhibit "A," attached hereto and incorporated herein for all purposes, is hereby adopted as the Residential Building Code for the Town, regulating the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal, and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three (3) stories in height with a separate means of egress and relate accessory structures within the Town (the "2021 International Residential Code"). The 2021 International Residential Code is made a part of this Article as if fully set forth herein. A copy of the International Residential Code, 2021 Edition, copyrighted by the International Code Council, Inc., is on file in the office of the Town Secretary of Prosper being marked and so designated as the 2021 International Residential Code."

### **SECTION 4**

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 5**

All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution 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 6**

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 7**

This Ordinance shall become effective on April 1, 2023, 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 24TH DAY OF JANUARY, 2023.**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**

**Exhibit A**  
**Town of Prosper Amendments to the**  
**2021 International Residential Code**

**The following additions, deletions, and amendments to the 2021 International Residential Code are hereby approved and adopted.**

**Section R101.1; change to read as follows:**

**R101.1 Title.** These provisions shall be known as the Residential Code for One- and Two-family Dwellings of the Town of Prosper, and shall be cited as such and will be referred to herein as “this code.”

**Section R102.4; change to read as follows:**

**R102.4 Referenced codes and standards.** The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

**Section R103 and R103.1; change to read as follows:**

**BUILDING INSPECTION DIVISION OF THE TOWN OF PROSPER**

**R103.1 Creation of enforcement agency.** The BUILDING INSPECTION DIVISION OF THE TOWN OF PROSPER is hereby created and the official in charge thereof shall be known as the building official.

**Section R104.10.1 Flood Hazard areas; delete this section.**

**Section R105.2; change to read as follows:**

**R105.2 Work exempt from permit.** Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this Code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

**Building:**

1. Retaining walls that are not over four feet (4') (1,219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
  2. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of the height to diameter or width does not exceed 2 to 1.
  3. Paining, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
  4. Prefabricated swimming pools that are less than twenty-four inches (24" (610 mm) in depth.
  5. Swings and other playground equipment.
  6. Window awnings supported by an exterior wall which do not project more than fifty-four inches (54") (1,372 mm) from the exterior wall and do not require additional support.
  7. Decks not exceeding 200 square feet (18.58 m<sup>2</sup>) in area, that are not more than thirty inches (30") (762 mm) above grade at any point, are not attached to a dwelling, and do not serve the exit door required by Section R311.4.
- {remainder of text unchanged}.*



**Section R105.3.1.1& R106.1.4; delete these sections.**

**Section R106.1; change to read as follows:**

**R106.1 Submittal documents.** Submittal documents consisting of construction documents, and other data shall be submitted in two (2) or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional. Foundation plans shall be submitted with each application. Foundation plans shall be designed by an engineer licensed by the State of Texas and shall bear said engineer's seal. Structural framing plans shall be submitted with each new construction or addition application. Structural framing plans shall be designed by a registered design professional licensed by the State of Texas and shall bear said design professional's seal.

**Exception:** The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that reviewing of construction documents is not necessary to obtain compliance with this Code.

**Section R108.5; change to read as follows:**

**R108.5 Refunds.** The Building Official is authorized to establish a refund policy.

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code.
3. Not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expanded.

The Building Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

**Section R108.6; change to read as follows:**

**R108.6 Work commencing before permit issuance.** Any person who commences any work requiring a permit on a building, structure, electrical, gas, mechanical, or plumbing system prior to obtaining the necessary permits shall be subject to a fee of 100% of the usual permit fee, in addition to the required permit fees.

**Section R108.7; added R108.7 to read as follows:**

**R108.7 Re-inspection fee.** A fee as established by Town Council may be charged when:

1. The inspection called for is not ready when the inspector arrives;
2. No building address or permit card is clearly posted;
3. The building is locked or otherwise not available for inspection when called;
4. The job site is disapproved twice for the same item; and/or,
5. Failure to maintain erosion control, trash control, or tree protection.

Any re-inspection fees assessed shall be paid before any additional inspections are conducted on said job site.

**Section R109.1.1; change to read as follows:**

**R109.1.1 Foundation inspection.** Inspection of the foundation shall be made after poles or piers are set or trenches or basement areas are excavated, any required forms erected, and any required reinforcing steel is in place and supported prior to the placing of concrete. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment and special requirements for wood foundations. A registered design professional, or their designated representative, shall perform a pre-pour inspection and provide the Building Official with a signed and sealed document stating that the foundation has been inspected and approved. This inspection shall take place prior to requesting a foundation inspection from the Building Official.

**Section R109.1.4; change to read as follows:**

**R109.1.4 Frame and masonry inspection.** Inspection of framing and masonry construction shall be made after the roof, masonry, all framing, firestopping, draftstopping, and bracing are in place and after the plumbing, mechanical, and electrical rough inspections are approved. A registered design professional, or their designated representative, shall perform a structural framing inspection and provide the Building Official with a signed and sealed document stating that the structure's vertical and lateral load-resistance framing design has been inspected and approved. This inspection shall take place prior to requesting a framing inspection from the Building Official.

**Section R110 (R110.1 through R110.5); delete the section.**

**Section R112 is amended by removing Sections R112.1, R112.2, R112.3, and R112.4 and replacing them with the following:**

**R112 BOARD OF APPEALS.** Any person shall have the right to appeal a decision of the Building Official to the Board of Appeals as established by ordinance. The board shall be governed by the Town of Prosper's enabling ordinance.

**Section 113.4; change to read as follows:**

**113.4 Violation penalties.** Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the *approved* construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and upon conviction may be fined up to the maximum amount allowed by Texas law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Section R115; add section to read as follows.**

**R115 Site Maintenance.** Provisions for sanitation and construction debris shall be provided for all construction sites.

**R115.1 Facilities required.** Each permitted construction project in Prosper shall be provided with at least one (1) temporary portable toilet facility for use by employees and subcontractors. Builders or contractors with multiple permits in a subdivision shall provide one portable toilet for a maximum five permits. Portable toilet facilities shall be located in the rear portion of lots where alley access is available. Portable toilet facilities shall not be placed in street or alley right-of-ways. The builder or permit holder shall be responsible for ensuring that toilet facilities are maintained in a sanitary condition. The code official may, at their discretion, require that additional toilet facilities be provided if these requirements prove to be insufficient.

**R115.2 Trash receptacles.** Each permitted construction project in Prosper shall be provided with receptacles of a sufficient size and number to contain jobsite trash and debris, including, but not limited to, food wrappers and containers from workers lunches. The builder or permit holder shall be responsible for ensuring that trash receptacles are utilized by all employees and subcontractors, and that all trash is removed at intervals adequate to maintain a clean job site. In addition to the required receptacles, each lot shall be provided with screen fencing to prevent windblown trash and debris from adjacent lots. Other methods of construction debris containment may be approved if compliance can be demonstrated and maintained.

**Section R202; change and add definition as follows:**

**TOWNHOUSE UNIT.** A single-family dwelling unit separated by property lines in a townhouse that extends from foundation to roof and that has a yard or public way on not less than two sides.

**Table R301.2 (1); fill in as follows:**

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY <sup>f</sup>	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP <sup>e</sup>	ICE BARRIER UNDER- LAYMENT <sup>h</sup>	FLOOD HAZARDS <sup>g</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
	SPEED <sup>d</sup> (MPH)	Topographic Effects <sup>k</sup>	Wind Special Region <sup>l</sup>	Windborne Debris Zone <sup>m</sup>		Weathering <sup>a</sup>	Frost Line Depth <sup>b</sup>	Termite <sup>c</sup>					
5 lb/ft	105 (3 sec- gust)/ 76 fastest mile	No	No	No	A	Moderate	6"	Very Heavy	22 <sup>0</sup> F	No	Local Code	150	64.9 <sup>0</sup> F

**Delete remainder of table Manual J Design Criteria and footnote N**

**Section R302.1; add exception #6 to read as follows:**

**Exceptions:** *{previous exceptions unchanged}*

6. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

**Section R302.3; add Exception #3 to read as follows:**

**Exceptions:**

1. *{existing text unchanged}*
2. *{existing text unchanged}*
3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

**Section R302.2.6; delete exception #6:**

**Section R313.2 One and Two Family Dwellings; change to read as follows.:**

**Section R313.2 One- and two-family dwellings automatic fire systems.** Automatic fire protection required: Automatic fire protection systems in accordance with NFPA 13D or NFPA 13R shall be provided in all one- and two-family dwellings with a conditioned floor area of 5,500 square feet (511 m<sup>2</sup>) or greater, dwellings three (3) stories or greater, or dwellings with roof heights exceeding thirty-five feet (35').

In the event that an addition or alteration increases the conditioned floor area from less than 5,500 square feet to equal to or greater than 5,500 square feet, the number of stories from less than three (3) stories to equal to or greater than three (3) stories, or the roof height from thirty-five feet (35') or less to greater than thirty five feet (35') in height, the entire dwelling shall be retrofitted with an automatic fire protection system in accordance with NFPA 130 or NFPA 13R.

Where requirements in this section conflict with requirements found in the Fire Code or the Code of Ordinances adopted by the Town of Prosper, the most stringent requirements shall apply.

**Section R322 Flood Resistant Construction is amended to delete this section in its entirety.**

**Section R401.2; amended by adding a new paragraph following the existing paragraph to read as follows.**

**Section R401.2. Requirements.** *{existing text unchanged}* ...

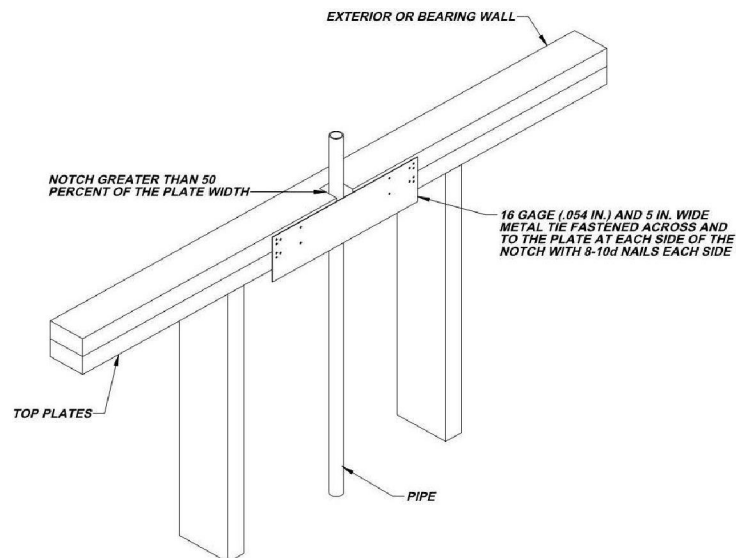
Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.



**Section R602.6.1; change to read as follows:**

**R602.6.1 Drilling and notching of top plate.** When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See Figure R602.6.1. *{remainder unchanged}*

**Figure R602.6.1; delete the figure and insert the following figure:**



**Add section R703.8.4.1.2 Veneer Ties for Wall Studs; to read as follows:**

**R703.8.4.1.2 Veneer Ties for Wall Studs.** In stud framed exterior walls, all ties may be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

**Section R903.4; change to read as follows:**

**R903.4 Roof drainage.** Where roofs are sloped to drain over roof edges, a gutter system shall be installed to prevent erosion of soil adjacent to building and structure foundations. Gutters shall be made of a noncombustible material. Where roofs are designed to drain to low points and not over roof edges, roof drains shall be installed at each low point of the roof.

**Chapter 11 [RE] – Energy Efficiency is deleted in its entirety and replaced to read as follows:**

**Chapter 11 ENERGY EFFICIENCY**

**N1101.1 Scope.** This Chapter regulates the energy efficiency for the design and construction of buildings regulated by this Code.

**N1101.2 Compliance.** Compliance shall be demonstrated by meeting the requirements of the residential provisions of the 2021 International Energy Conservation Code.

**Section M1305.1.2; change to read as follows:**

**M1305.1.2 Appliances in attics.** Attics containing appliances shall be provided . . . *{bulk of paragraph unchanged}* . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and large enough to allow removal of the largest appliance. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull-down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.

**Exceptions:** *{remaining text unchanged}*

**Section M1411.3; change to read as follows:**

**M1411.3 Condensate disposal.** Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to a sanitary sewer through a trap, by means of a direct or indirect drain. *{remaining text unchanged}*

**Section M1411.3.1, Items 3 and 4; add text to read as follows:**

**M1411.3.1 Auxiliary and secondary drain systems.** *{bulk of paragraph unchanged}*

1. *{text unchanged}*
2. *{text unchanged}*
3. An auxiliary drain pan... *{bulk of text unchanged}*... with Item 1 of this section. A water level detection device may be installed only with prior approval of the building official.
4. A water level detection device... *{bulk of text unchanged}*... overflow rim of such pan. A water level detection device may be installed only with prior approval of the building official.

**Section M1411.3.1.1; add text to read as follows:**

**M1411.3.1.1 Water-level monitoring devices.** On down-flow units ...*{bulk of text unchanged}*... installed in the drain line. A water level detection device may be installed only with prior approval of the building official.

**M1503.6 Makeup Air Required; change and add exception as follows:**

**M1503.6 Makeup air required.** Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19 m<sup>3</sup>/s) shall be mechanically or passively provided with makeup air at a rate approximate to the difference between exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2.

**Exception:** Makeup air is not required for exhaust systems installed for the exclusive purpose of space cooling and intended to be operated only when windows or other air inlets are open. Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m<sup>3</sup>/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m<sup>3</sup>/s) shall be provided with a makeup air at a rate approximately to the difference between the exhaust air rate and 600 cubic feet per minute.

**Section M2005.2; change to read as follows:**

**M2005.2 Prohibited locations.** Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that combustion air will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the International Energy Conservation Code and equipped with an approved self-closing device. Installation of direct-vent water heaters within an enclosure is not required.

**Section G2408.3 (305.5) Private Garages; delete this section in its entirety.**

**Section G2415.2 (404.2 ) CSST; add a second paragraph to read as follows:**

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING: 1/2 to 5 psi gas pressure - Do Not Remove"

**Section G2415.12 (404.12) and G2415.12.1 (404.12.1); change to read as follows:**

**G2415.12 (404.12) Minimum burial depth.** Underground piping systems shall be installed a minimum depth of 18 inches (457 mm) below grade.

**G2415.12.1 (404.12.1) Individual Outdoor Appliances; Delete in its entirety**

**Section G2417.1 (406.1); change to read as follows:**

**G2417.1 (406.1) General.** Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the building official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

**Section G2417.4; change to read as follows:**

**G2417.4 (406.4) Test pressure measurement.** Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.

**Section G2417.4.1; change to read as follows:**

**G2417.4.1 (406.4.1) Test pressure.** The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Building Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

**Section G2417.4.2; change to read as follows:**

**G2417.4.2 (406.4.2) Test duration.** The test duration shall be held for a length of time satisfactory to the Building Official, but shall in no case be for less than fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the Building Official, but in no case for less than thirty (30) minutes.



**Section G2420.1 (406.1); add Section G2420.1.4 to read as follows:**

**G2420.1.4 Valves in CSST installations.** Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

**Section G2420.5.1 (409.5.1); add text to read as follows:**

**G2420.5.1 (409.5.1) Located within the same room.** The shutoff valve... *{bulk of paragraph unchanged}*... in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

**Section G2421.1 (410.1); add text and Exception to read as follows:**

**G2421.1 (410.1) Pressure regulators.** A line pressure regulator shall be ... *{bulk of paragraph unchanged}*... approved for outdoor installation. Access to regulators shall comply with the requirements for access to appliances as specified in Section M1305.

**Exception:** A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

**Section G2422.1.2.3 (411.1.3.3) Prohibited locations and penetrations; delete Exception 1 and Exception 4.**

**Section G2448.1.1 (624.1.1); change to read as follows:**

**G2448.1.1 (624.1.1) Installation requirements.** The requirements for water heaters relative to access, sizing, relief valves, drain pans and scald protection shall be in accordance with this code.

**Section P2603; add to read as follows:**

**P2603.3 Protection against corrosion.** Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

**Section P2603.5.1 Sewer Depth; change to read as follows:**

**P2603.5.1 Sewer depth.** Building sewers that connect to private sewage disposal systems shall be a minimum of 12 inches (304 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

**Section P2801.6.1; change to read as follows:**

**Section P2801.6.1 Pan size and drain.** The pan shall be not less than 1 1/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table P2906.5. Multiple pan drains may terminate to a single discharge piping system when approved by the administrative authority, permitted and installed per manufacturer's installation instructions and installed with those instructions. *{existing text unchanged}*

**Section P2804.6.1; change to read as follows:**

**Section P2804.6.1 Requirements for discharge piping.** The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

**Exception:** Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

5. Discharge to an approved location or to the outdoors.

*[remainder unchanged]*

**Section P2902.5.3; change to read as follows:**

**P2902.5.3 Lawn irrigation systems.** The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

**Section P3003.9; delete Exception and change to read as follows:**

**P3003.9.2 Solvent cementing.** Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Solvent cement not purple in color and conforming to ASTM D 2564, CSA B137.3, CSA B181.2 or CSA B182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

**Section P3111 Combination waste and vent systems; delete this section in its entirety.**

**Section P3112.2 Vent Connection; delete and replace with the following:**

**P3112.2 Installation.** Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drainboard height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain-board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

**Chapters 34 – 43** of the 2021 International Residential Code are amended by deleting these chapters in their entirety and replacing with the 2020 National Electrical Code as adopted and amended by the Town of Prosper.

**END**

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING ARTICLE 3.07, "PLUMBING," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, AND REPLACING IT WITH A NEW ARTICLE 3.07, "PLUMBING CODE"; ADOPTING THE 2021 EDITION OF THE INTERNATIONAL PLUMBING CODE, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; REGULATING THE ERECTION, INSTALLATION, ALTERATION, REPAIR, RELOCATION, REPLACEMENT, ADDITION TO, USE OR MAINTENANCE OF PLUMBING SYSTEMS WITHIN THE TOWN OF PROSPER; 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 it would be advantageous and beneficial to the citizens of Prosper to repeal the existing Article 3.07, "Plumbing," of the Code of Ordinances and replace it with a new Article 3.07, "Plumbing"; and,

**WHEREAS**, the Town Council has also investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to adopt the 2021 Edition of the International Plumbing Code, save and except the amendments and deletions set forth below.

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

### **SECTION 1**

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

### **SECTION 2**

Existing Article 3.07, "Plumbing," of the Code of Ordinances of the Town of Prosper Texas, is hereby repealed in its entirety and replace with a new Article 3.07, "Plumbing Code," to read as follows:

### **"ARTICLE 3.07 PLUMBING CODE**

#### **Sec. 3.07.001 Code Adopted; amendments**

The International Plumbing Code, 2021 Edition, copyrighted by the International Code Council, Inc., save and except the deletions and amendments set forth in Exhibit "A," attached hereto and incorporated herein for all purposes, is hereby adopted as the Plumbing Code for the Town, regulating the erection, installation, alteration, repair, relocation, replacement, addition to, use or maintenance of plumbing systems within the Town (the "2021 International Plumbing Code"). The 2021 International Plumbing Code is made a part of this Article as if fully set forth herein. A copy of the International Plumbing Code, 2021 Edition, copyrighted by the International Code Council,



Inc., is on file in the office of the Town Secretary of Prosper being marked and so designated as the 2021 International Plumbing Code.”

### **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 on April 1, 2023, 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 24TH DAY OF JANUARY, 2023.**

\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Terrence S. Welch, Town Attorney

**Exhibit A**  
**Town of Prosper Amendments to the**  
**2021 International Plumbing Code**

**The following additions, deletions, and amendments to the 2021 International Plumbing Code are hereby approved and adopted.**

**Table of Contents, Chapter 7, Section 713; change to read as follows:**

713     Engineered\_Drainage Design . . . . . 7-12

**Section 101.1; change to read as follows:**

**101.1 Title.** These regulations shall be known as the Plumbing Code of the Town of Prosper hereinafter referred to as “this code.”

**Section 102.8; change to read as follows:**

**102.8 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 shall mean the National Electrical Code as adopted.

**Section 103.1; change to read as follows:**

**103.1 Creation of agency.** The BUILDING INSPECTION DIVISION OF THE TOWN OF PROSPER is hereby created and the official in charge thereof shall be known as the code official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**Section 109.5; change to read as follows:**

**109.5 Refunds.** The Code Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code.
3. Not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Code Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

**Section 114.1; change to read as follows:**

**114.1 Application for appeal.** Any person shall have the right to appeal a decision of the Code Official to the Board of Appeals, as established by ordinance. The Board shall be governed by the Town of Prosper's enabling ordinance.

**Section 115.4; change to read as follows:**

**115.4 Violation penalties.** Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair plumbing work in violation of the *approved* construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and upon conviction may be fined up to the maximum amount allowed by Texas law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Section 202; the definition "SERVICE SINK" is added to read as follows:**

**SERVICE SINK.** A type of sink suitable for janitorial and building maintenance purposes. Service sinks include mop sinks/basins, utility tubs/sinks, and janitor sinks.

**Section 305; change to read as follows:**

**305.1 Protection against contact.** Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

**Section 305.4.1; changed to read as follows:**

**305.4.1 Sewer depth.** Building sewers shall be a minimum of 12 inches (304 mm) below grade.

**Section 314.2.1; changed to read as follows:**

**314.2.1 Condensate disposal.** Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to the sanitary sewer. Such piping shall maintain a horizontal slope in the direction of discharge of not less than one-eighth unit vertical in 12 units horizontal (1-percent slope). Condensate shall not discharge into a street, alley, rooftop, sidewalk or other areas so as to cause a nuisance.

**Section 314.2.1.1; changed to read as follows:**

**314.2.1.1 Condensate discharge.** Condensate drains shall not directly connect to any plumbing drain, waste or vent pipe. Condensate drains shall not discharge into a plumbing fixture other than a floor sink, floor drain, trench drain, mop sink, hub drain, standpipe, utility sink or laundry sink. Condensate drain connections to a lavatory wye branch tailpiece or to a bathtub overflow pipe shall not be considered as discharging to a plumbing fixture. Except where discharging to grade outdoors, the point of discharge of condensate drains shall be located within the same occupancy, tenant space or dwelling unit as the source of the condensate.

**Section 413.4; change to read as follows:**

**413.4 Required location for floor drains.** Floor drains shall be installed in the following areas:

1. In public laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.
2. Commercial kitchens. All areas used for the preparation of food products for sale or consumption by the public shall be provided with an approved quantity of floor drains. Floors shall be sloped to facilitate drainage to the required drains. Floor sinks shall not be used to meet this requirement.
3. Public restrooms.

**Section 502.6; add to read as follows:**

**502.6 Water heaters installed above ground or floor.** When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet above the ground or floor level, it shall be made accessible by a stairway or permanent ladder with a minimum three hundred (300) pound capacity fastened to the building or an access door from an upper floor level.

**Exception:** Where a max ten (10) gallon water heater (or larger with prior approval) is capable of being accessed through a lay-in ceiling and a water heater is installed on a platform not more than ten (10) feet above the ground or floor level and may be reached with a portable ladder.



**Section 504.6; change to read as follows:**

**504.6 Requirements for discharge piping.** The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.
5. Discharge to an indirect waste receptor or to the outdoors.
6. Discharge in a manner that does not cause personal injury or structural damage.
7. Discharge to a termination point that is readily observable by the building occupants.
8. Not be trapped.
9. Be installed so as to flow by gravity.
10. Terminate not more than 6 inches (152 mm) above and not less than two times the discharge pipe diameter above the floor or flood level rim of the waste receptor.
11. Not have a threaded connection at the end of such piping.
12. Not have valves or tee fittings.
13. Be constructed of those materials listed in Section 605.4 or materials tested, rated and approved for such use in accordance with ASME A112.4.1.
14. Be one nominal size larger than the size of the relief valve outlet, where the relief valve discharge piping is installed with insert fittings. The outlet end of such tubing shall be fastened in place.

**Section 608.17.5; change to read as follows:**

**608.17.5 Connections to lawn irrigation systems.**

The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principal backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principal backflow preventer.

**Section 710.1; changed to read as follows:**

**710.1 Maximum fixture unit load.** The maximum number of *drainage fixture units* connected to a given size of *building sewer*, *building drain* or horizontal *branch* of the *building drain* shall be determined using Table 710.1(1). The maximum number of *drainage fixture units* connected to a given size of horizontal *branch* or vertical soil or waste *stack* shall be determined using Table 710.1(2). No building sewer, including cleanouts, shall be less than 4 inch pipe diameter.

**Section 712.4.3; add Section 712.4.3 to read as follows:**

**712.4.3 Dual Pump System.** All sumps shall be automatically discharged and, when in any “public use” occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

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**Section 903.1.1; change to read as follows:**

**903.1.1 Roof extension unprotected.** Open vent pipes that extend through a roof shall terminate not less than six (6) inches (152\_mm) above the roof.

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**Section 1003.2; change to read as follows:**

**1003.2 Approval.** The size, type and location of each interceptor and of each separator shall be designed and installed in accordance with the manufacturer's instructions and the requirements of this section based on the anticipated conditions of use. Wastes that do not require treatment or separation shall not be discharged into any interceptor or separator. In no case shall a grease interceptor be under 1000 gallons minimum size, located inside buildings, or located in heavy or vehicular traffic without written permission from the Town's Health Division.

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**Section 1101.2; change to read as follows:**

**1101.2 Disposal.** Rainwater from roofs and storm water from paved areas, yards, courts, and courtyards shall drain to an approved place of disposal. Rainwater and stormwater shall be designed to flow away from building foundations. Where roofs are designed to drain over roof edges, a gutter system shall be required to prevent soil erosion around foundations as required and shall conform to Section 1106.

**END**

**TOWN OF PROSPER, TEXAS****ORDINANCE NO. 2023-\_\_**

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING ARTICLE 3.09, "MECHANICAL CODE," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, AND REPLACING IT WITH A NEW ARTICLE 3.09, "MECHANICAL CODE"; ADOPTING THE 2021 EDITION OF THE INTERNATIONAL MECHANICAL CODE, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; REGULATING THE DESIGN, INSTALLATION, MAINTENANCE, ADDITION, ALTERATION, AND INSPECTION OF MECHANICAL SYSTEMS THAT ARE PERMANENTLY INSTALLED AND UTILIZED TO PROVIDE CONTROL OF ENVIRONMENTAL CONDITIONS AND RELATED PROCESSES WITHIN BUILDINGS LOCATED IN THE TOWN OF PROSPER; 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 it would be advantageous and beneficial to the citizens of Prosper to repeal the existing Article 3.09, "Mechanical Code," of the Code of Ordinances and replace it with a new Article 3.09, "Mechanical Code"; and,

**WHEREAS**, the Town Council has also investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to adopt the 2021 Edition of the International Mechanical Code, save and except the amendments and deletions set forth below.

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

### **SECTION 1**

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

### **SECTION 2**

Existing Article 3.09, "Mechanical Code," of the Code of Ordinances of the Town of Prosper Texas, is hereby repealed in its entirety and replace with a new Article 3.09, "Mechanical Code," to read as follows:

#### **"ARTICLE 3.09 MECHANICAL CODE**

##### **Sec. 3.09.001 Code Adopted; amendments**

The International Mechanical Code, 2021 Edition, copyrighted by the International Code Council, Inc., save and except the deletions and amendments set forth in Exhibit "A," attached hereto and incorporated herein for all purposes, is hereby adopted as the Mechanical Code for the Town,

regulating the design, installation, maintenance, addition, alteration, and inspection of mechanical systems that are permanently installed and utilized to provide control of environmental conditions and related processes within the Town (the "2021 International Mechanical Code"). The 2021 International Mechanical Code is made a part of this Article as if fully set forth herein. A copy of the International Mechanical Code, 2021 Edition, copyrighted by the International Code Council, Inc., is on file in the office of the Town Secretary of Prosper being marked and so designated as the 2021 International Mechanical Code."

### **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 on April 1, 2023, 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 24TH DAY OF JANUARY, 2023.**

\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary



**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**

**Exhibit A**  
**Town of Prosper Amendments to the**  
**2021 International Mechanical Code**

**The following additions, deletions, and amendments to the 2021 International Mechanical Code are hereby approved and adopted.**

**Section 101.1; change to read as follows:**

**101.1 Title.** These regulations shall be known as the Mechanical Code of the Town of Prosper, hereinafter referred to as "this code."

**Section 102.8; change to read as follows:**

**102.8 Referenced Codes and Standards.** The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 shall mean the National Electrical Code as adopted.

**Section 103.1; change to read as follows:**

**103.1 Creation of agency.** The BUILDING INSPECTION DIVISION OF THE TOWN OF PROSPER is hereby created and the official in charge thereof shall be known as the Code Official. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

**Section 109.6; change to read as follows:**

**109.6 Refunds.** The Code Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code.
3. Not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Code Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

**Section 114.1; change to read as follows:**

**114.1 Application for appeal.** Any person shall have the right to appeal a decision of the Code Official to the Board of Appeals, as established by ordinance. The Board shall be governed by the Town of Prosper's enabling ordinance.

**Section 115.4; change to read as follows:**

**115.4 Violation penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the Code Official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and upon conviction may be fined up to the maximum amount allowed by Texas law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Section 306.3; change to read as follows:**

**306.3 Appliances in attics.** Attics containing appliances shall be provided with an opening and unobstructed passageway large enough to allow removal of the largest appliance. The passageway shall be not less than 30 inches (762 mm) high and 22 inches (559 mm) wide and not more than 20 feet (6096 mm) in length measured along the centerline of the passageway from the opening to the appliance. The passageway shall have continuous unobstructed solid flooring not less than 24 inches (610 mm) wide. The passageway shall be rated as a floor as determined by the Code Official. A level service space not less than 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the appliance. The clear access opening dimensions shall be not less than 20 inches by 30 inches (508 mm by 762 mm), and large enough to allow removal of the largest appliance. At a minimum, access to the attic space shall be provided by one of the following:

1. Permanent stairs or ladder fastened to the building;
2. A pull down stair with a minimum 300 lb. (136 kg) capacity;
3. An access door from an upper floor level; or
4. An access panel may be used in lieu of items 1, 2, and 3 with prior approval of the Code Official due to building conditions.

**Exceptions:**

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed through the required opening.
2. Where the passageway is unobstructed and not less than 6 feet (1829 mm) high and 22 inches (559 mm) wide for its entire length, the passageway shall be not greater than 50 feet (15 250 mm) in length.

**Section 306.5; change to read as follows:**

**306.5 Equipment and Appliances on Roofs or Elevated Structures.** Where equipment requiring access or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an interior or exterior means of access shall be provided. Exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such access shall . . . *{bulk of section to read the same}* . . . on roofs having a slope greater than four units vertical in 12 units horizontal (33-percent slope). ... *{remainder of text unchanged}*.

**Section 306.5.1; change to read as follows:**

**306.5.1 Sloped Roofs.** Where appliances, equipment, fans or other components that require service are installed on a roof having a slope of three units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access

to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the International Building Code...*{remainder of text unchanged}*.

**END**



## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING ARTICLE 3.10, "FUEL GAS CODE," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER AND REPLACING IT WITH A NEW ARTICLE 3.10, "FUEL GAS CODE"; ADOPTING THE 2021 EDITION OF THE INTERNATIONAL FUEL GAS CODE, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; REGULATING THE DESIGN, INSTALLATION, MAINTENANCE, ADDITION, ALTERATION, AND INSPECTION OF FUEL GAS PIPING, FUEL GAS UTILIZATION EQUIPMENT, AND RELATED ACCESSORIES LOCATED WITHIN THE TOWN OF PROSPER; 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 it would be advantageous and beneficial to the citizens of Prosper to repeal the existing Article 3.10, "Fuel Gas Code," of the Code of Ordinances and replace it with a new Article 3.10, "Fuel Gas Code"; and,

**WHEREAS**, the Town Council has also investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to adopt the 2021 Edition of the International Fuel Gas Code, save and except the amendments and deletions set forth below.

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

### **SECTION 1**

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

### **SECTION 2**

Existing Article 3.10, "Fuel Gas Code," of the Code of Ordinances of the Town of Prosper Texas, is hereby repealed in its entirety and replace with a new Article 3.10, "Fuel Gas Code," to read as follows:

#### **"ARTICLE 3.10 FUEL GAS CODE**

##### **Sec. 3.10.001 Code Adopted; amendments**

The International Fuel Gas Code, 2021 Edition, copyrighted by the International Code Council, Inc., save and except the deletions and amendments set forth in Exhibit "A," attached hereto and incorporated herein for all purposes, is hereby adopted as the Fuel Gas Code for the Town, regulating the design, installation, maintenance, addition, alteration, and inspection of fuel gas systems, fuel gas utilization equipment, and related accessories within the Town (the "2021 International Fuel Gas Code"). The 2021 International Fuel Gas Code is made a part of this Article as if fully set forth herein. A copy of the International Fuel Gas Code, 2021 Edition, copyrighted by the International Code Council, Inc., is on file in the office of the Town Secretary of Prosper

being marked and so designated as the 2021 International Fuel Gas Code."

### **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 on April 1, 2023, 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 24TH DAY OF JANUARY, 2023.**

\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
Terrence S. Welch, Town Attorney

## Exhibit A

### Town of Prosper Amendments to the 2021 International Fuel Gas Code

**The following additions, deletions, and amendments to the 2021 International Fuel Gas Code are hereby approved and adopted.**

#### **Section 101.1; change to read as follows:**

**101.1 Title.** These regulations shall be known as the Fuel Gas Code of the Town of Prosper, hereinafter referred to as “this code.”

#### **Section 102.8; change to read as follows:**

**102.8 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the National Electrical Code shall mean the Electrical Code as adopted.

#### **Section 109.6; change to read as follows:**

**109.6 Refunds.** The Code Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code.
3. Not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Code Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

#### **Section 114.1; change to read as follows:**

**114.1 Application for appeal.** Any person shall have the right to appeal a decision of the Code Official to the Board of Appeals, as established by ordinance. The Board shall be governed by the Town of Prosper's enabling ordinance.

#### **Section 115.4; change to read as follows:**

**115.4 Violation penalties.** Persons who shall violate a provision of this code, fail to comply with any of the requirements thereof or erect, install, alter or repair work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor and upon conviction may be fined up to the maximum amount allowed by Texas law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Section 306.3; change to read as follows:**

**[M] 306.3 Appliances in attics.** Attics containing appliances shall be provided with an opening and unobstructed passageway large enough to allow removal of the largest appliance. The passageway shall be not less than 30 inches (762 mm) high and 22 inches (559 mm) wide and not more than 20 feet (6096 mm) in length measured along the centerline of the passageway from the opening to the appliance. The passageway shall have continuous solid flooring not less than 24 inches (610 mm) wide. A level service space not less than 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the appliance. The clear access opening dimensions shall be not less than 20 inches by 30 inches (508 mm by 762 mm) and large enough to allow removal of the largest appliance. A walkway to an appliance shall be rated as a floor as approved by the Code Official. At a minimum, for access to the attic space, provide one (1) of the following:

1. A permanent stair;
2. A pull down stair with a minimum 300 lb (136 kg) capacity;
3. An access door from an upper floor level; or,
4. An access panel may be used in lieu of items 1, 2, and 3 with prior approval of the Code Official due to building conditions.

**Exceptions:**

1. The passageway and level service space are not required where the appliance is capable of being serviced and removed through the required opening.
2. Where the passageway is not less than 6 feet (1829 mm) high for its entire length, the passageway shall be not greater than 50 feet (15 250 mm) in length.

**Section 306.5; change to read as follows:**

**[M] 306.5 Equipment and Appliances on Roofs or Elevated Structures.** Where equipment requiring access or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an interior or exterior means of access shall be provided. Exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such access shall . . . *{bulk of section to read the same}* . . . on roofs having a slope greater than four units vertical in 12 units horizontal (33-percent slope). ... *{remainder of text unchanged}*.

**Section 306.5.1; change to read as follows:**

**[M] 306.5.1 Sloped roofs.** Where appliances, equipment, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which access is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the International Building Code.

**Section 401.5; add a second paragraph to read as follows:**

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING  
1/2 to 5 psi gas pressure  
Do Not Remove"

**Section 404.12; change to read as follows:**

**404.12 Minimum burial depth.** Underground piping systems shall be installed a minimum depth of 18 inches (458 mm) top of pipe below grade.

**404.12.1 Delete in its entirety.**

**Section 406.4; change to read as follows:**

**406.4 Test pressure measurement.** Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure. Spring type gauges do not meet the requirement of a calibrated gauge.

**Section 406.4.1; change to read as follows:**

**406.4.1 Test pressure.** The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½"), a set hand, 1/10 pound incrementation and pressure range not to exceed 15 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½"), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 50 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.



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**Section 409.1; add Section 409.1.4 to read as follows:**

**409.1.4 Valves in CSST installations.** Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

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**Section 410.1; add a second paragraph and exception to read as follows:**

Access to regulators shall comply with the requirements for access to appliances as specified in Section 306.

**Exception:** A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

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**END**

## TOWN OF PROSPER, TEXAS

## ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING ARTICLE 3.08, "ENERGY CONSERVATION," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, AND REPLACING IT WITH A NEW ARTICLE 3.08, "ENERGY CONSERVATION"; ADOPTING THE 2021 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; REGULATING THE DESIGN OF BUILDING ENVELOPES FOR ADEQUATE THERMAL RESISTANCE AND LOW AIR LEAKAGE AND THE DESIGN AND SELECTION OF MECHANICAL, ELECTRICAL, SERVICE WATER-HEATING, AND ILLUMINATION SYSTEMS AND EQUIPMENT WHICH WILL ENABLE EFFECTIVE USE OF ENERGY IN NEW BUILDING CONSTRUCTION WITHIN THE TOWN OF PROSPER; 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 it would be advantageous and beneficial to the citizens of Prosper to repeal the existing Article 3.08, "Energy Conservation Code," of the Code of Ordinances and replace it with a new Article 3.08, "Energy Conservation Code"; and,

**WHEREAS**, the Town Council has also investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to adopt the 2021 Edition of the Energy Conservation Code, save and except the amendments and deletions set forth below.

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

### **SECTION 1**

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

### **SECTION 2**

Existing Article 3.08, "Energy Conservation Code," of the Code of Ordinances of the Town of Prosper Texas, is hereby repealed in its entirety and replace with a new Article 3.08, "Energy Conservation Code," to read as follows:

#### **"ARTICLE 3.08 ENERGY CONSERVATION CODE"**

##### **Sec. 3.08.001 Code Adopted; amendments**

The International Energy Conservation Code, 2021 Edition, copyrighted by the International Code Council, Inc., save and except the deletions and amendments set forth in Exhibit "A," attached

hereto and incorporated herein for all purposes, is hereby adopted as the Energy Conservation Code for the Town, regulating the design of building envelopes for adequate thermal resistance and low air leakage and the design and selection of mechanical, electrical, service water-heating, and illumination systems and equipment which will enable effective use of energy in new building construction within the Town (the "2021 International Energy Conservation Code"). The 2021 International Energy Conservation Code is made a part of this Article as if fully set forth herein. A copy of the International Energy Conservation Code, 2021 Edition, copyrighted by the International Code Council, Inc., is on file in the office of the Town Secretary of Prosper being marked and so designated as the 2021 International Energy Conservation Code."

### **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 on April 1, 2023, 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 24TH DAY OF JANUARY, 2023.**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**

**Exhibit A**  
**Town of Prosper Amendments to the**  
**2021 International Energy Conservation Code**  
**The following additions, deletions, and amendments to the 2021 International Energy**  
**Conservation Code are hereby approved and adopted.**

**Section C101.1; change to read as follows:**

**C101.1 Title.** This code shall be known as the Energy Conservation Code of the Town of Prosper and shall be cited as such. It is referred to herein as “this code.”

**Section C102.1.2; change to read as follows:**

**C102.1.2 Alternative compliance.** A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

**Section C104.2; change to read as follows:**

**C104.2 Schedule of permit fees.** The fee schedule for all Energy Conservation Code work shall be as indicated in the Town of Prosper Fee Schedule as adopted by the Town Council.

**Section C104.3; change to read as follows:**

**C104.3 Work commencing before permit issuance.** Any person who commences any work before obtaining the necessary permits shall be subject to a penalty of 100% of the usual permit fee in addition to the required permit fees.

**Section C104.5; change to read as follows:**

**C104.5 Refunds.** The Code Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected. Not more than eight percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code.
2. Not more than eight percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan review effort has been expended.
3. The Code Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

The Code Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.



**Section C109.4; change to read as follows:**

**C109.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor and, upon conviction, may be fined up to the maximum amount allowed by Texas law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Sections C110.1 through C110.3; Sections C110.1 through C110.3 is amended to be removed and replaced with Section C110.1 Board of Appeals.**

**C110.1 Board of Appeals.** Any person shall have the right to appeal a decision of the Code Official to the Board of Appeals, as established by ordinance. The board shall be governed by the Town of Prosper's enabling ordinance.

**Section C402.2; C402.2 is amended by adding the Section C402.2.8 Insulation installed in walls.**

**C402.2.8 Insulation installed in walls.** To ensure that insulation remains in place, insulation installed in walls shall be totally enclosed on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing, netting, or other equivalent material approved by the Code Official.

**Section C402.5.2; change to read as follows:**

C402.5.2 Dwelling and sleeping unit enclosure testing. The building thermal envelope shall be tested in accordance with ASTM E779, ANSI/RESNET/ICC 380, ASTM E1827 or an equivalent method approved by the code official. The measured air leakage shall not exceed 0.30 cfm/ft<sup>2</sup> (1.5 Us m<sup>2</sup>) of the testing unit enclosure area at a pressure differential of 0.2 inch water gauge (50 Pa). Where multiple dwelling units or sleeping units or other occupiable conditioned spaces are contained within one building thermal envelope, each unit shall be considered an individual testing unit, and the building air leakage shall be the weighted average of all testing unit results, weighted by each testing unit's enclosure area. Units shall be tested separately with an unguarded blower door test as follows:

1. Where buildings have fewer than eight testing units, each testing unit shall be tested.
2. For buildings with eight or more testing units, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit enclosure area. For each tested unit that exceeds the maximum air leakage rate, an additional two three units shall be tested, including a mixture of testing unit types and locations.

**Section R101.1: change to read as follows:**

**R101.1 Title.** This code shall be known as the Energy Conservation Code of the Town of Prosper, and shall be cited as such. It is referred to herein as "this code."

**Section R102.1.2; change to read as follows:**

**R102.1.2 (N1101.4.1) Alternative compliance.** A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4.1.2 (N1102.4.1.2) and R403.3.3 (N1103.3.3) respectively.

**Section 105.2 Required Inspections; Changed numbering and to read as follows:**

**R105.2.1 Footing and foundation inspection.**

Inspections associated with footings and foundations shall verify compliance with the code as to R-value, location, thickness, depth of burial and protection of insulation as required by the code and approved plans and specifications.

**R105.2.2 Framing and Air Barrier rough-in inspection.**

Inspections at framing and rough-in shall be made before application of ~~interior finish~~ insulation and shall verify compliance with the code as to: air leakage controls as required by the code; and approved plans and specifications.

**R105.2.3 Insulation and Fenestration rough-in inspection.**

Inspections at framing and rough-in shall be made before application of interior finish and shall verify compliance with the code as to: types of insulation and corresponding R-values and their correct location and proper installation; fenestration properties such as U-factor and SHGC and proper installation.

**R105.2.4 Plumbing rough-in inspection.**

Inspections at plumbing rough-in shall verify compliance as required by the code and approved plans and specifications as to types of insulation and corresponding R-values and protection and required controls.

**R105.2.5 Mechanical rough-in inspection.**

Inspections at mechanical rough-in shall verify compliance as required by the code and approved plans and specifications as to installed HVAC equipment type and size, required controls, system insulation and corresponding R-value, system air leakage control, programmable thermostats, dampers, whole-house ventilation, and minimum fan efficiency.

**Exception:** Systems serving multiple dwelling units shall be inspected in accordance with Section C105.2.4.

**R105.2.6 Final inspection.**

The building shall have a final inspection and shall not be occupied until approved. The final inspection shall include verification of the installation of all required building systems, equipment and controls and their proper operation and the required number of high-efficacy lamps and fixtures. All buildings and dwelling units shall be tested for air leakage in accordance with Chapter 4.

**Section R104.2; change to read as follows:**

**R104.2 Schedule of permit fees.** The fees schedule for all Energy Conservation Code work shall be as indicated in the Town of Prosper Fee Schedule as adopted by the Town Council.

**Section R104.3; change to read as follows:**

**R104.3 Work commencing before permit issuance.** Any person who commences any work prior to obtaining the necessary permits shall be subject to a penalty of 100% of the usual permit fee in addition to the required permit fees.

**Section R104.5; change to read as follows:**

**R104.5 Refunds.** The Code Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected. Not more than eight percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code.
2. Not more than eight percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan review effort has been expended.
3. The Code Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

The Code Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

**Section R109.4; change to read as follows:**

**R109.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a misdemeanor and, upon conviction, may be fined up to the maximum amount allowed by Texas law. Each day that a violation continues after due notice has been served shall be deemed a separate offence.

**Sections R110.1 through R110.3; Sections R110.1 through R110.3 is amended to be removed and replaced with Section C110.1 Board of Appeals.**

**R110.1 Board of Appeals.** Any person shall have the right to appeal a decision of the Code Official to the Board of Appeals, as established by ordinance. The board shall be governed by the Town of Prosper's enabling ordinance.

**Section R202 (N1101.6) Definitions; add the following definition:**

**PROJECTION FACTOR.** The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

**Section R202 (N1101.6) Definitions; add the following definition:**

**DYNAMIC GLAZING.** Any fenestration product that has the fully reversible ability to change its performance properties, including *U*-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT).

**Section R401.2.5 Additional Energy efficiency; delete in its entirety.**

**Table 402.1.2 Maximum Assembly/Climate Zone items: amend table as follows:**

Climate Zone	Fenestration U-Factor <sup>f</sup>	Ceiling U-Factor
2	.40	0.29
3	0.32	0.29

**Table 402.1.3 Insulation/Climate Zone items: amend table as follows:**

Climate Zone	Fenestration U-Factor <sup>b,i</sup>	Ceiling R-Value	Wood Frame Wall R-Value	Slab R-Value & Depth
2	.40	42	13 or 0 + 10	0
3	0.32	42	19 or 13+3ci, 0+15	0

**Section R402.4.1.2 Testing; add the following paragraph to the end.**

Mandatory testing shall only be performed by individuals that are certified to perform air infiltration testing by national or state organizations as approved by the Code Official. The certified individual(s) shall be an independent third-party entity, and may not be employed or have any financial interest in the company that constructs the structure.

**Section R403.3.5 Duct Testing; add the following paragraph to the end.**

Mandatory testing shall only be performed by individuals that are certified to perform air infiltration testing by national or state organizations as approved by the Code Official. The certified individual(s) shall be an independent third-party entity, and may not be employed or have any financial interest in the company that constructs the structure.

**Section R402.4.1 Building thermal envelope; add section R402.4.1.4 to read as follows:**

**R402.4.1.4.** Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R402.4.1.2 or R402.4.1.3, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit enclosure area. For each tested unit that exceeds the maximum air leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

**Section R402.4.6; change to read as follows:**

**R402.4.6.** Electrical and communication outlet boxes (air-sealed boxes). Electrical and communication outlet boxes installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces.

**Section R403.3 Ducts; add section R403.3.8 to read as follows:**

**R403.3.8.** Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R403.3.5, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that exceeds the maximum duct leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

**Section R403.6 Mechanical Ventilation; add section R403.6.4 to read as follows**

**R403.6.4.** Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R403.6.3, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that does not meet the minimum ventilation rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

**Section R404.2 Interior Lighting Controls; delete in its entirety.**

**Section R405.2; change to read as follows:**

R405.2 Performance-based compliance. Compliance based on total building performance requires that a proposed design meets all of the following:

1. The requirements of the sections indicated with Table R405.2.
2. The building thermal envelope greater than or equal to levels of efficiency and solar heat gain coefficients in Table R402.1.1 or R402.1.3 of the 2009 International Energy Conservation Code.
3. An annual energy cost that is less than or equal to the annual energy cost of the 2021 standard reference design or 8% less than the annual energy cost of the 2018 standard reference design. Energy prices shall be taken from a source approved by the code official, such as the Department of Energy, Energy Information Administration's State Energy Data System Prices and Expenditures reports. Code officials shall be permitted to require time-of-use pricing in energy cost calculations.

**Exception:** The energy use based on source energy expressed in Btu or Btu per square foot of conditioned floor area shall be permitted to be substituted for the energy cost. The source energy multiplier for electricity shall be 3.16. The source energy multiplier for fuels other than electricity shall be 1.1.



**Section R405.5.2 Specific Approval; add the following paragraph to the end.**

Acceptable performance software simulation tools may include, but are not limited to, REM Rate <sup>TM</sup>, Energy Gauge® and IC3. Other performance software programs accredited by RESNET BESTEST and having the ability to provide a report as outlined in R405.4.2 may also be deemed acceptable performance simulation programs and may be considered by the Code Official.

**TABLE R406.4 (N1106.4) MAXIMUM ENERGY RATING INDEX; amend to read as follows:**

**TABLE R406.4 (N1106.4) <sup>1</sup>  
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
2	59
3	59

<sup>1</sup> The table is effective from September 1, 2022 to August 31, 2025.

**TABLE R406.4 (N1106.4) <sup>2</sup>  
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
2	57
3	57

<sup>2</sup> The table is effective from September 1, 2025 to August 31, 2028.

**TABLE R406.4 (N1106.4) <sup>3</sup>  
MAXIMUM ENERGY RATING INDEX**

CLIMATE ZONE	ENERGY RATING INDEX
2	55
3	55

<sup>3</sup> This table is effective on or after September 1, 2028.

**Section R408 ADDITIONAL EFFICIENCY PACKAGE OPTIONS; delete in its entirety.**

**NOTE :** HB 3215 was signed into law by the Governor on June 14, 2021 as part of the 87<sup>th</sup> Regular Session Codified in Chapter 388 Texas Building Energy Performance Standards: §388.003 (i), (j), and (k). HB 3215 now allows a **Home Energy Rating System Index (ex. HERS Index)** utilizing ANSI/RESNET/ICC Standard 301 (as it existed on January 1, 2021) shall be considered in compliance with State law provided that:

- The home includes compliance with the Mandatory requirements of 2018 IECC Section R406.2.
- The home includes compliance with Building thermal envelope provisions of Table R402.1.2 or Table R402.1.4 of the 2018 IECC

**END**

TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, AMENDING SECTION 3.11.001, "ADOPTED," OF ARTICLE 3.11, "PROPERTY MAINTENANCE CODE," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE TOWN'S CODE OF ORDINANCES BY REPEALING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 3.11.001, "ADOPTED," OF ARTICLE 3.11, "PROPERTY MAINTENANCE CODE," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE TOWN'S CODE OF ORDINANCES BY ADOPTING THE 2021 EDITION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, SAVE AND EXCEPT THE AMENDMENTS SET FORTH HEREIN, SPECIFICALLY (1) REGULATING ALL EXISTING RESIDENTIAL AND NONRESIDENTIAL STRUCTURES AND ALL EXISTING PREMISES BY ESTABLISHING MINIMUM REQUIREMENTS AND STANDARDS FOR PREMISES, STRUCTURES, EQUIPMENT, AND FACILITIES FOR LIGHT, VENTILATION, SPACE, HEATING, SANITATION, PROTECTION FROM THE ELEMENTS, LIFE SAFETY, SAFETY FROM FIRE AND OTHER HAZARDS, AND FOR SAFE AND SANITARY MAINTENANCE; (2) DELINEATING THE RESPONSIBILITY OF OWNERS, OPERATORS AND OCCUPANTS; (3) ADDRESSING THE OCCUPANCY OF EXISTING STRUCTURES AND PREMISES; AND (4) THE ADMINISTRATION, ENFORCEMENT AND PENALTIES WITHIN THE TOWN OF PROSPER, TEXAS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE.**

**WHEREAS**, the Town Council of the Town of Prosper, Texas ("Town Council"), has investigated and determined that it would be advantageous and beneficial to the citizens of the Town of Prosper, Texas ("Prosper"), to repeal the existing property maintenance code contained in Article 3.11, "Property Maintenance Code," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances and replace it with an updated version of same; and

**WHEREAS**, the Town Council has further investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to adopt the 2021 Edition of the International Property Maintenance Code, copyrighted by the International Code Council, Inc., save and except the amendments set forth in Exhibit "A," attached hereto and incorporated herein for all purposes.

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

### **SECTION 1**

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

## **SECTION 2**

From and after the effective date of this Ordinance, existing Section 3.11.001, "Adopted," of Article 3.11, "Property Maintenance Code," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances is hereby repealed in its entirety and replaced with a new Section 3.11.001, "Adopted," of Article 3.11, "Property Maintenance Code," of Chapter 3, "Building Regulations," of the Town's Code of Ordinances, to read as follows:

### **"Sec. 3.11.001.        Adopted**

The 2021 International Property Maintenance Code. copyrighted by the International Code Council, Inc., save and except the amendments set forth in Exhibit "A," attached hereto and incorporated herein for all purposes, is hereby adopted as the property maintenance code for the town, regulating all existing residential and nonresidential structures and all existing premises by establishing minimum requirements and standards for premises, structures, equipment, and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance within the town (the "2021 International Property Maintenance Code"). The 2021 International Property Maintenance Code, save and except the amendments set forth in Exhibit "A," is made a part of this Ordinance as if fully set forth herein. Three (3) copies of the 2021 International Property Maintenance Code, copyrighted by the International Code Council, Inc., are on file in the office of the town secretary, being marked and designated as the 2021 International Property Maintenance Code."

## **SECTION 3**

Any person, firm, corporation, or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction, therefore, shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00), and each and every day that such violation continues shall be considered a separate offense; provided, however, that such penal provision shall not preclude a suit to enjoin such violation. The Town retains all legal rights and remedies available to it pursuant to local, state and federal law.

## **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 for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect.

## **SECTION 5**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

**SECTION 6**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24th DAY OF JANUARY, 2023.**

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

\_\_\_\_\_  
**Terrence S. Welch, Town Attorney**

## **EXHIBIT A**

### **Amendments to 2021 International Property Maintenance Code**

**Preface to Amendments to International Property Maintenance Code.** The governing regulations are the 2021 International Property Maintenance Code, and the amendments described below. In the event of a conflict with the 2021 International Property Maintenance Code and any of the amendments, the amendment shall control.

**Section 101.1 Title.** These regulations shall be known as the Property Maintenance Code of the Town of Prosper, Texas, hereinafter referred to as “this code”.

**Section 101.3 Intent.** This code shall be construed to secure its expressed intent, which is to ensure public health, safety, and welfare, insofar as they are affected by the continued occupancy and maintenance of structures and premises. Existing structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein. Repairs, alterations, additions to and change of occupancy in existing buildings shall comply with the Town of Prosper’s Building, Electrical, Mechanical, Plumbing, Fire, and Health Codes, as they currently exist or may be amended, and the Town of Prosper Zoning and Subdivision Ordinances, as they currently exist or may be amended.

**Section 102.3 Application of other Codes.** Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Town of Prosper Building, Electrical, Mechanical, Plumbing, Fire, and Health & Sanitation Codes as they currently exist or may be amended, and the Town of Prosper Zoning and Subdivision Ordinances, as they currently exist or may be amended. Nothing in this code shall be construed to cancel, modify or set aside any provision of the Town of Prosper Zoning and/or Subdivision Ordinances, as they currently exist or may be amended. Likewise, if there is a conflict between this code and Section 3.12, “Vacant and Substandard Structures,” of Chapter 3, “Building Regulations,” of the Town of Prosper’s Code of Ordinances; Section 3.12 “Vacant and Substandard Structures” of Chapter 3, “Building Regulations,” of the Town of Prosper’s Code of Ordinances, shall exclusively control.

**Section 102.7 Referenced Codes and Standards.** The codes and standards referenced in this code shall be the Town of Prosper Zoning and Subdivision Ordinances, as they currently exist or may be amended, and the Building, Electrical, Mechanical, Plumbing, Fire, and Health & Sanitation Codes adopted by the Town of Prosper, as they currently exist or may be amended. Where differences occur between provisions of this code and the referenced standards, the most restrictive code shall apply.

**Section 103.5 Fees.** The fees are established in appendix A of the Code of Ordinances.

**Section 104.1 General.** The code official or his/her designee shall enforce the provisions of this code.

**Section 106.4 Violation Penalties.** Any owner of record who shall violate a provision of this code, or fail to comply therewith, or with any of the requirements thereof, shall be prosecuted within the time limits provided by the Town of Prosper. Each day that a violation continues after due notice has been serviced shall be deemed a separate offense.

**106.4.1 Citations; Work or Improvements by Prosper; Charges against Owner.** If the



owner fails or refuses to comply with the demand for compliance in the notification within the requirements of such notification, the Town of Prosper may:

- (a) issue citations as provided in Section 107, Notices and Orders, as it currently exists or may be amended; and
- (b) do work or make improvements required to abate the violation(s), pay for the work done or improvements made, and charge the expenses to the owner of the property as provided herein. The property owner will have twenty (20) days to reimburse the Town of Prosper from the completion date of such work to abate the violation(s) at property.

#### **106.4.2 Assessment of Expenses; Lien.**

- (a) In the event the Owner fails or refuses to pay such expenses charged to the owner, within twenty (20) days after the abatement work is completed, a lien may be obtained. The lien and other expenses incurred by the Town of Prosper may be filed against the property. Expenses will include, but not be limited to the following:
  - (1) Fees for service work to abate violation(s);
  - (2) Administrative Fee established in appendix A of the Code of Ordinances.
  - (3) Fees to file lien;
  - (4) Fees to release lien;
  - (5) Postage fees;
  - (6) Courier fees;
  - (7) Legal fees; and
  - (8) Any other fees charged to the Town of Prosper.

To obtain a lien, the Town Manager or his/her designee, or the Town of Prosper's Code Enforcement Official, Health Authority, or other authorized Town Official or employee, must file a statement of the expenses incurred to correct the condition of the real property with the County Clerk of the County in which the property is located. The statement must also state the name of the Owner, if known, and the legal description of the property. The lien attaches upon filing of the statement with the County Clerk.

- (b) The Town of Prosper's lien shall be a prior lien on such property, second only to tax liens and liens for street improvements. The lien amount shall include simple interest, which shall accrue at the rate of ten percent (10%) per annum on the date the expenses were incurred by the Town of Prosper. The Town of Prosper may bring suit for foreclosure to recover the expenditures and the interest due.

**Section 107.3 Method of Service.** Such notice shall be deemed to be properly served if a copy thereof is:

- (a) Delivered personally to the property Owner and/or to the person responsible for the violation in writing;
- (b) Sent by letter addressed to the property Owner at the property Owner's address as recorded in the appraisal district records of the appraisal district in which the property is located or sent by letter addressed to the person responsible for the violation; or
- (c) If personal service of the property Owner cannot be obtained, then:
  - (1) by publication in the Town's official newspaper at least once; or

- (2) by posting on or near the front door of each building on the property to which the violation relates; or
  - (3) by posting a notice to a placard attached to the building or stake driven into the ground on the property to which the violation relates.
- (d) If the Town mails a notice to the property owner in accordance with this Section, and the United States Postal Service returns the notice as “refused,” “unclaimed,” or if the address required by subsection 107.3(2) was used and the notice is returned as “not deliverable as addressed” (or equivalent marking), the validity of the notice is not affected, and is considered as delivered.

**Section 109.5 Costs of Emergency Repairs.** Costs incurred in the performance of emergency work shall be paid by the Town of Prosper and may be reimbursed by the property owner. The Town of Prosper may seek reimbursement from the property owner for the performance of emergency work. The legal counsel of the Town of Prosper may institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.

**Section 111.1 Written Explanation for Appeal.** The Town of Prosper Construction Board of Appeals will serve as the Board of Appeals. Any person directly affected by a decision of the code official or his/her designee or a notice or order issued under this code shall have the right to appeal to the Construction Board of Appeals, provided that a written explanation for appeal is filed within twenty (20) days after the day the decision, notice or order was served. A written explanation for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

**Section 202 Definition of “Easement.”** The definition of an “easement” shall be the definition of that term as found in the Town of Prosper Subdivision Ordinance as it currently exists or may be amended.

**Section 302.4 Vegetation & Weeds.** All premises and exterior property shall be maintained free from vegetation that creates a nuisance and shall meet the requirements as defined in the Town of Prosper Unsightly Vegetation, Trash, and Debris, Ordinance No. 04-118, as it currently exists or may be amended. Vegetation shall exclude regularly cultivated flowers and gardens located on private property. Landscape beds shall be maintained as originally planted. A property owner may elect to make landscape bed improvements or remove landscape beds at a property, unless otherwise required. Trees and shrubs and the like shall be maintained. Vegetation shall not encroach into a pedestrian walkway or vehicular traveled way. Landscape beds not maintained shall be presumed to be a nuisance, objectionable, unsanitary, and unsightly.

Upon failure of the property owner having ownership of a property when the violation was initially observed and requested to abate said violation after service of a notice of violation, the owner shall be subject to prosecution in accordance with Section 106.4 and as prescribed by the Town of Prosper. Upon failure to comply with the notice of violation, any duly authorized employee or official of the Town of Prosper or agent hired by the Town of Prosper shall be authorized to enter upon the property in violation and correct the violation thereon. All costs of such corrections shall be paid by the owner responsible for the property to the Town of Prosper at the rates and fees referenced in Section 106.4 until such fee is reimbursed for services rendered.

**Section 302.7 Accessory Structures.** All accessory structures, including detached garages,

fences and walls, shall be maintained structurally sound and in good repair. Fences and retaining walls that are broken, loose, damaged, missing parts (i.e. pickets, slates, posts, wood rails, brick, and panels) shall be repaired, replaced, or removed. Each structural or decorative member of a fence or retaining wall shall be free of deterioration and be compatible in size, material, and appearance with the remainder of the fence or retaining wall. A fence or retaining wall that has deteriorated to a condition that is likely to fall or if any portion of the fence is more than 15 degrees out of vertical alignment shall be repaired, replaced or removed. Fences or retaining walls shall not be externally braced in lieu of replacing or repairing steel post, columns, or other structural members.

**Section 302.7.1 Portable Storage Container(s) and/or unit(s).** It shall be unlawful for any person, occupant, or owner to place on any public street or Town right-of-way a portable storage container(s) and/or unit(s) including but not limited to PODS, Mobile Mini, Smart Box, and Mini Storage Units. Furthermore, such portable storage container(s) and or unit(s) shall not be placed on any property for a period longer than Forty-five (45) consecutive days.

**Section 304.7 Roofs and Drainage.** The roof and flashing shall be sound, tight, and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

**Section 304.14 Insect Screens.** At all times every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every swinging door shall have a self-closing device in good working condition .

**Section 308.2. Disposal of Garbage.** Every occupant of a structure shall dispose of garbage, trash and/or any other debris in a clean and sanitary manner by placing such garbage, trash and other debris into a municipality approved garbage container for disposal or dispose of garbage, trash, and other debris at an approved facility.

**Section 308.2.2 Refrigerators & Other Similar Equipment.** Appliances, furniture, and other similar household equipment and debris shall not be discarded, abandoned or stored in any manner that may create an attractive nuisance for children or pets or in a manner that may create a life/safety hazard.

**Section 308.3.1. Garbage Facilities.** The owner of every dwelling or rental dwelling shall supply all of the following: an approved mechanical food waste grinder in each dwelling unit, unless, otherwise provided, and an approved outside, covered garbage container.

**Section 308.4 Residential Bulk Waste.** Every occupant of a residential structure shall place bulk waste, including but not limited to vegetation, tree limbs, appliances, furniture or any household goods intended for disposal no earlier than 48 hours prior to the scheduled date for bulk pick-up. If required, it shall be the responsibility of the occupant to notify the bulk collection agency of the need to collect the material.

**Section 309.4 Multiple Occupancy.** The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible

for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupant shall be responsible for the extermination, unless exempt by contractual agreement.

**Section 309.5 Occupant.** The occupant of any structure shall be responsible for the continued rodent and pest-free condition of the structure, unless exempt by contractual agreement.

**Section 404.7 Food Preparation.** All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage. All spaces to be occupied or utilized for food preparation purposes shall comply with the Town of Prosper's Health & Sanitation Code, as it currently exists or may be amended.

**Section 602.2 Residential Occupancies.** Dwellings shall be provided with heating facilities capable of maintaining a room temperature of sixty-eight degrees Fahrenheit (68°F), or twenty degrees Celsius (20°C), in all habitable rooms, bathrooms and toilet rooms. Cooking appliances shall not be used to provide space heating to meet the requirements of this Section. Space heaters shall not be used as a primary source to provide heat for habitable rooms, bathrooms, and toilet rooms.

**Section 602.3. Heat Supply.** Every owner and operator of any building who rents, leases or lets one or more dwelling units, rooming unit, dormitory or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof, shall supply heat at all times to maintain a temperature of not less than sixty-eight degrees Fahrenheit (68°F), or twenty degrees Celsius (20°C), in all habitable rooms, bathrooms, and toilet rooms.

**Section 602.4 Occupiable Work Spaces.** Indoor occupied work spaces shall be supplied with heat at all times to maintain a temperature of not less than sixty-five degrees Fahrenheit (65°F), or eighteen degrees Celsius (18°C), during the period the spaces are occupied. All 'Exceptions' listed in this Section are included.

**Section 701.2 Responsibility.** The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements of the Town of Prosper's Fire Code and Building Codes, as they currently exist or may be amended. A person shall not occupy as an owner, occupant or permit another person to occupy any premises that do not comply with the requirements of Chapter 7 of this code.

**Chapter 8 - Referenced Standards.** Unless otherwise noted, the adoption of the 2015 International Property Maintenance Code, with amendments, will refer to the Town of Prosper's Zoning and Subdivision Ordinances as they currently exist or may be amended, the Building, Fire, Plumbing, Mechanical, Electrical, Health & Sanitation Codes, and any other ordinance or code adopted by the Town of Prosper, as they currently exist or may be amended. The Town of Prosper rescinds reference to the International Zoning Code.

**TOWN OF PROSPER, TEXAS****ORDINANCE NO. 2023-**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, REPEALING ARTICLE 5.03, "FIRE CODE," OF CHAPTER 5, "FIRE PREVENTION AND PROTECTION," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, AND REPLACING IT WITH A NEW ARTICLE 5.03, "FIRE CODE," OF CHAPTER 5, "FIRE PREVENTION AND PROTECTION," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, WITH THE EXCEPTION OF THE FOLLOWING EXISTING INTERNATIONAL FIRE CODE SECTIONS CONTAINED THEREIN: SECTIONS 903.2, "WHERE REQUIRED"; 903.2.7, "GROUP R"; 903.2.8.3, 903.2.10.3, 903.2.10.4, 903.2.10.5, AND 903.2.10.6, "BUILDINGS OVER 5,000 SQUARE FEET," WHICH SECTIONS SHALL REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS ORDINANCE; PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE, HAZARDOUS MATERIALS. AND EXPLOSIONS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS, AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, in 2018, the Town Council of the Town of Prosper, Texas ("Town Council"), adopted the International Fire Code, 2015 Edition, copyrighted by the International Code Commission, Inc., with certain amendments thereto, in Ordinance No. 18-95: and

**WHEREAS**, the prior provisions of the Fire Code, adopted by Ordinance No. 04-98, contained certain provisions related to residential fire suppression, among others, and it is the intent of the Town Council to retain those same provisions in all subsequent editions, and local amendments thereto, of the International Fire Code; and

**WHEREAS**, the Town of Prosper, Texas ("Town"), has investigated and determined that it would be advantageous and beneficial to the citizens of the Town to repeal existing Article 5.03, "Fire Code," of Chapter 5, "Fire Prevention and Protection," and replace existing Article 5.03 with a new Article 5.03, while retaining certain provisions contained in said Article 5.03 related to residential fire suppression; and

**WHEREAS**, a committee of fire code professionals was assembled by the North Central Texas Council of Governments to recommend local amendments specific to the needs of North Central Texas, and in the past, the Town has regularly adopted these recommended amendments so that most municipalities in the region use the same or similar fire code standards; and

**WHEREAS**, the Town Council has investigated and determined that it would be in the public interest to adopt the International Fire Code, 2021 Edition, including the deletions and amendments set forth below.

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

### **SECTION 1**

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



## **SECTION 2**

With the exception of Sections 903.2, "Where Required"; 903.2.7, "Group R"; 903.2.8.3, 903.2.10.3, "Buildings More Than 35 Feet in Height"; 903.2.10.4, 903.2.10.5, and 903.2.10.6, "Buildings Over 5,500 Square Feet," all of which foregoing Fire Code sections presently are in effect and contained in Section 5.03.002, "Amendments," of Chapter 5, "Fire Prevention and Protection," of the Code of Ordinances of the Town of Prosper, Texas, shall remain in full force and effect and are incorporated into this Ordinance, while the remainder of Article 5.03, "Fire Code," of Chapter 5, "Fire Prevention and Protection," is hereby repealed in its entirety, except to the extent noted herein, and the effective date of the repeal referenced in this Section shall not occur until the effective date of this Ordinance. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation occurring before the effective date of this Ordinance.

## **SECTION 3**

From and after the effective date of this Ordinance, existing Article 5.03, "Fire Code," of Chapter 5, "Fire Prevention and Protection," of the Code of Ordinances of the Town of Prosper, Texas, is hereby repealed in its entirety and replaced by a new Article 5.03, "Fire Code," to read as follows:

### **"ARTICLE 5.03. FIRE CODE"**

#### **Sec. 5.03.001 Adopted.**

The International Fire Code, 2021 Edition, copyrighted by the International Code Council, Inc., including all chapters and Appendices A, B, C, D, E, F, G, H, I, J, K, L, M, and N, attached hereto and incorporated herein for all purposes, is hereby adopted as the Fire Code for the Town of Prosper. The International Fire Code, 2021 Edition, is made a part of this Ordinance as if fully set forth herein. A copy of the International Fire Code, 2021 Edition copyrighted by the International Code Council, Inc., is on file in the office of the Town Secretary and is marked and designated as the 2021 International Fire Code.

#### **Sec. 5.03.002 Amendments.**

The following Sections and Appendices of the International Fire Code, 2021 Edition, are hereby changed, added, or deleted as follows:

##### **(a) Enforcement**

The Fire Chief, the Fire Marshal, or designated department personnel is hereby authorized and directed to enforce all provisions of the International Fire Code as adopted herein and as amended.

##### **(b) Definitions**

The following words, terms, and phrases, when used in the fire code adopted in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) Whenever the word "jurisdiction" is used in the International Fire Code, it shall mean the corporate limits of the Town of Prosper, Texas.

- (2) Whenever the words “code official” are used in the International Fire Code, they shall mean the Fire Chief, the Fire Marshal, or designated department personnel of the Prosper Fire Department.

(c) Fire Code Amendments

The following amendments repeal and reenact or add sections of the fire code adopted in this article for the purpose of consistency with specific past practices and the recommendations of the North Central Texas Council of Governments:

**2021 Edition.** In addition, the following amendments further repeal and reenact or add sections to the *International Fire Code*, 2021 Edition, adopted in this article for the purpose of consistency with specific past practices and the recommendations of the North Central Texas Council of Governments and surrounding jurisdictions and all sections not expressly amended remain in full force and effect as adopted.

**Section 101.1** is hereby amended to read as follows:

**101.1 Title.** These regulations shall be known as the Fire Code of the Town of Prosper, hereinafter referred to as “this Code.”

**Section 102.1 item 3** shall be amended to read as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

**Section 102.4** is hereby amended to read as follows:

**102.4 Application of other codes.** The design and construction of new structures shall comply with this Code, and other codes as applicable, and any alterations, additions, changes in use, or changes in structures required by this code, which are within the scope of the International Building Code, shall be made in accordance therewith.

**Section 102.7** is hereby amended to read as follows:

**102.7 Referenced codes and standards.** The codes and standards referenced in this Code shall be those that are listed in Chapter 80 and such codes when specifically adopted, and standards shall be considered part of the requirements of this Code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.

**Section 102.7.2** is hereby amended to read as follows:

**102.7.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code and any adopted amendments, the provisions of this code and any adopted amendments, as applicable, shall take precedence over the provisions in the referenced code or standard.

**Section 102.7.3** is hereby added to read as follows:

**102.7.3 Design guides.** “Design guides” as reference in this code, and as issued by the Fire Department, are published with the intent and have the effect as provided for in Section 104.1 of this code.

**Section 102.7.3** is hereby added to read as follows:

**102.7.3 Specifically referenced editions of codes and standards.** The most currently published editions shall be specifically adopted for referenced NFPA standards.

**Section 103.1** is hereby amended to read as follows:

**103.1 General.** The fire code shall be enforced by the Division of Fire Prevention. The Division of Fire Prevention is hereby established as a division of the Fire Department of the Town of Prosper and shall be operated under the supervision of the Chief of the Fire Department.

**Section 103.2** is hereby amended to read as follows:

**103.2 Appointment.** The Fire Marshal in charge of the Division of Fire Prevention shall be appointed by the Fire Chief based on proper qualification.

**Section 103.3** is hereby amended to read as follows:

**103.3 Deputies.** The Fire Chief or Fire Marshal may detail such members of the Fire Department as deputies, inspectors, and other technical officers as shall from time to time be necessary and each member so assigned shall be authorized to enforce the provisions of the International Fire Code.

**Section 105.3.3** is hereby amended to read as follows:

**105.3.3. Occupancy prohibited before approval.** The building or structure shall not be occupied prior to the *fire code official* issuing a permit when required and conducting associated inspections indicating the applicable provisions of this Code have been met.

**Section 105.5** is hereby amended to read as follows:

**105.5 Required operational permits.** The *fire code official* is authorized to issue operational permits for the operations set forth in Sections 105.5.1 through 105.5.56.

**Section 105.5.29** is hereby amended to read as follows:

**105.5.29 LP-gas.** An operational permit is required for:

1. Storage and use of LP-gas.

**Exception:** A permit is not required for individual containers with a 20-pound (9.0 kg) water capacity or less serving occupancies in Group R-3.

2. Operation of cargo tankers that transport LP-gas

**Section 105.5** is hereby amended by adding the following new provisions:

**105.5.53 Cooking Tent.** An operational permit is required for the operation of a cooking tent.

**105.5.54 Fire Fighter Air Replenishment System.** An operational permit is required to maintain a FARS.

**Section 105.6.24** is hereby amended to read as follows:

**105.6.24 Temporary membrane structure and tents.** A construction permit is required to operate an air-supported temporary membrane structure, a temporary special event structure, a temporary state canopy or a tent having an area of 400 square feet or greater.

**Exception:** Tents used exclusively for recreational camping purposes.

**105.6.25** shall be added to read as follows:

**105.6.25 Electronic access control systems.** Construction permits are required for the installation or modification of an electronic access control system, as specified in Section 504 and Chapter 10. A separate construction permit is required for the installation or modification of a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered a modification and does not require a permit.

**105.6.26** shall be added to read as follows:

**105.6.26 Emergency and Standby Power Systems.** Construction permits are required for the installation or modification of an emergency and standby power systems, as specified in Section 604 and Chapter 12.

**Exception:** A permit is not required for portable generators in compliance with Section 1204 for a temporary use.

**107.2 Schedule of Permit and Inspection Fees.** A fee for each permit and inspection shall be paid as required, in accordance with this section.

**107.2.1 Inspection Fees.** The following fees shall be assessed as outlined below for the initial inspection.

1. Residential fire suppression fee	\$200
2. Commercial fire sprinkler system fee	\$300 Per Riser
3. Commercial fire suppression (special hazards) fee	\$300 Per System
4. Standpipe Systems	\$300 Per Riser
5. Commercial fire alarm system	\$300 Per Panel
6. Commercial fire alarm system modification	\$300
7. Emergency responder communications system	\$300
8. Building Access Controlled Doors	\$100
9. Access Controlled Vehicular Gates	\$300
10. Fire Pump fee	\$300
11. Fire Sprinkler Underground Water Line	\$100
12. Remote FDC Underground Water Line	\$100

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|---|---------------------------------|
| 13. Fire Lane Repair/Modification/Alteration            | \$100                           |
| 14. Tent, Membrane Structures                           | \$50                            |
| 15. Re-Inspection Fees                                  | \$150 Per Hour (1-hour minimum) |
| 16. Inspection fees for which no fire fee was assessed. | \$150 Per Hour (1-hour minimum) |
| 17. Flammable Liquid Storage Tanks                      | \$250                           |
| 18. LP Gas Stationary Tanks                             | \$250                           |
| 19. LP Portable Container Site (retail sales)           | \$100 Per Site                  |
| 20. Above Ground Storage Tank Removal                   | \$100                           |
| 21. Repair of Existing Tank                             | \$100                           |
| 22. Underground Storage Tank New                        | \$250                           |
| 23. Underground Storage Tank Removal                    | \$150                           |
| 24. Mechanical Trench Burn                              | \$500                           |
| 25. Standby/Emergency Generator                         | \$100 Per Generator             |
| 26. After Hour Inspections                              | \$150 Per Hour (1-hour minimum) |
| 27. Fire Hydrant Flow Test                              | \$100                           |
28. For use of outside consultants for inspections, actual costs.
29. Fireworks Display \$250 per event plus standby personnel as needed.
30. Standby personnel for the fireworks display and special events if deemed necessary in the interest of public safety \$65 per hour, per staff member (minimum 4 hours). The minimum number of personnel shall be set by the Fire Chief or Fire Marshal.
31. Fee of \$100 will be assessed for any inspections in which the contractor does not show up.
32. Fee of \$100 will be assessed for any inspection that is not cancelled within 24 hours prior to the scheduled inspection.
33. Unless stipulated elsewhere in this section, a minimum fee of \$100 shall be assessed for any plan review and/or permits issued.

**107.2.2 Operational and Construction Permit Fee.** Permits fees shall be assessed in accordance with this section, or as outlined in Table 106.1.



1. All operational permits listed in section 105.5 shall be assessed a minimum permit fee of \$100 annually, unless otherwise noted in this section. Maximum of \$200 per year per facility.
2. All construction permits listed in section 105.6 shall be assessed a minimum permit fee of \$100, unless otherwise noted in Section 107.2.
3. Special Amusement Buildings shall be assessed an operational permit fee of \$100 annually.

#### **107.2.3 Plan review fees:**

1. Plan review required by changes, additions, or revisions to plans \$100 per hour (1-hour minimum)
2. For use of outside consultants for plan review, actual costs
3. For use of outside consultants for plan review, inspections, or both: actual costs
4. Expedited plan review for projects less than 20,000 square feet shall be assessed a fee of \$500 in addition to any other inspection or permitting fees. Expedited plans shall be at the discretion of the Fire Marshal or designee on a case-by-case basis.

#### **107.2.4 Burn permit fees:**

1. Contractors or property owners per occurrence (one-acre minimum) \$150.00 deposit required. If the Fire Department responds, and or extinguishes the fire for failure to comply with the conditions outlined on the permit, the deposit fee is non-refundable.
2. Agricultural/contractor/property owner (over one acre), per occurrence per day \$150.00.

**107.4 Work commencing before permit issuance.** Any person, firm, partnership, corporation, association, or other entity who commences any work, activity or operation regulated by this code before obtaining the necessary permits and or approval, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in the sum of not more than \$2,000.00, and each day work continues shall constitute a separate and distinct violation.

**107.4.1** All applicable fees shall be doubled for the respective permit and inspection types regulated by this section in which the installation of the said system has commenced without the issuance of a permit(s).

**Section 107.7** is hereby amended to read as follows:

**107.7 Inspection fees.** An inspection or re-inspection shall not be scheduled until the applicable fees in Section 107.2 have been paid.

**Section 108.2** is hereby amended by adding a new Section 108.2.1.1 to read as follows:

**108.2.1.1 Pretesting of systems prior to inspection request.** It shall be the responsibility of the permit holder to pre-test all work to be inspected in order ensure that such work was completed per approved plans, function as designed, and in compliance with applicable codes, standards, and regulations. The request for an inspection will be prima facia

evidence that the systems has been pretested.

**108.2.2.3 shall be added to read as follows:**

**108.2.2.3 Inspection fees applicability.** The Fire Marshal or his designated representative shall inspect all buildings, premises, or portions thereof as often as may be necessary. Annual inspection and one (1) re-inspection shall be made free of charge. If the Fire Marshal or his designee is required to make follow-up inspections after the initial inspection and re-inspection to determine whether a violation or violations observed during the previous inspection have been corrected, a fee shall be charged. The occupant, lessee, or a person making use of the building or premises shall pay said fee or fees in advance of a re-inspection or within 30 days of being billed as a condition to continued lawful occupancy of the building or premises.

**Section 108.5 is hereby added to read as follows:**

**108.5 Annual Fire Protection and Life Safety System Testing.** The annual testing of all fire sprinkler systems, fire alarm systems, fire extinguishing systems, hood extinguishing systems, fire pumps, and any other life safety equipment requiring quarterly, semi-annual, or annual testing shall be completed by a licensed fire protection systems contractor. Any fire protection systems contractors working within the Town of Prosper are required to submit all compliant and deficiencies reports to the Fire Department. The reports will need to be submitted using the process established by the Fire Department.

**Section 111.1 shall be amended to read as follows:**

**111.1 Appeals.** Whenever the *fire code official* shall disapprove an application or refuse to grant a permit applied for, or when it is claimed that the provisions of the fire prevention code do not apply or that the true intent and meaning of this code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the code official to the Construction Board of Appeals within thirty (30) days from the date of the decision appealed.

**Section 112.3.5 shall be added to read as follows:**

**112.3.5 Citations.** It is the intent of this department to achieve compliance by the traditional means of inspection, notification, granting of reasonable time to comply, and re-inspection. After all reasonable means to gain compliance have failed, or when a condition exists that causes an immediate and/or extreme threat to life, property, or safety from fire or explosion, the Fire Marshal, or his designee who have the discretionary duty to enforce a code or ordinance may issue a notice to appear (citation) for the violation. Citations shall be issued only by qualified personnel as designated by the Fire Marshal.

Notwithstanding any other provision of this code or of the International Fire Code a citation may be issued without prior notice and the opportunity to correct the condition or violation.

**Section 112.4 shall be amended to read as follows:**

**112.4 Violation penalties.** Any person, firm, partnership, corporation, association, or other entity violating any provision of this article, or any code provision adopted herein shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in the sum of not more than \$2,000.00, and each day such violation continues shall constitute a separate and distinct violation.

**Section 112.4.2 shall be added to read as follows:**

**112.4.2 Applicability.** A person, firm, partnership, corporation, association, or other entity shall be presumed to be the violator if the person, firm, partnership, corporation, association, or other entity is the owner or occupant of the subject property, exercises actual or apparent control over the subject property, or is listed as the water customer of the town for the subject property.

**Section 113.4 shall be amended to read as follows:**

**113.4 Failure to comply.** Any person, firm, partnership, corporation, association, or other entity who shall continue any work after having been served with a stop-work order, except any work as that person is directed to perform to remove a violation or unsafe condition, shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in a sum of not more than \$2,000.00, and each day such action continues shall constitute a separate and distinct violation.

**Definitions Section 202** is hereby amended to add certain new definitions to be inserted in the existing list of definitions in alphabetical order and to amend certain of the current definitions, in whole or in part, to read as follows:

**Addressable Fire Detection System.** Any system capable of providing identification of each individual alarm-initiating device. The identification shall be in plain English and as descriptive as possible to specifically identify the location of the device in alarm. The system shall have the capability of alarm verification.

**Ambulatory Health Care Facility.** Buildings or portions thereof are used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation. This group may include, but not be limited to the following:

Dialysis centers  
Sedation dentistry  
Surgery center  
Colonic centers  
Psychiatric centers

**Analog or Digital Intelligent Addressable Fire Detection System.** Any system capable of calculating a change in value by directly measurable quantities (voltage, resistance, etc.) at the sensing point. The physical-digital\_and/or\_analog testing may be conducted at the sensing point or the main control panel. The system shall be capable of compensating for long-term changes in sensor response while maintaining a constant sensitivity. The compensation shall have a preset point at which a detector maintenance signal shall be transmitted to the control panel. The sensor shall remain capable of detecting and transmitting an alarm while in maintenance alert.

**Atrium.** An opening connecting three or more stories... {remaining text unchanged}.

**Defend In Place.** A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

**Cooking Tent.** A tent or multiple tents without sidewalls or drops, with an aggregate area of no greater than 200 square feet that is used to cover cooking appliances or devices and is

not occupied by the public. Cooking tents shall meet NFPA 701.

**Fire Watch.** A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the *fire code official*, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire, and notifying the fire department.

**Fireworks.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, detonation, and/or activated by ignition with a match or other heat-producing device that meets the definition of 1.4G fireworks or 1.3G fireworks as set forth herein. ... {remainder of text unchanged}.

**High-Piled Combustible Storage.** Storage of combustible materials in closely packed piles or combustible materials on pallets, in racks, or on shelves where the top of storage is greater than 12 feet (3658 mm) in height. When required by the *fire code official*, high-piled combustible storage also includes certain high-hazard commodities, such as rubber tires, Group A plastics, flammable liquids, idle pallets, and similar commodities, where the top of storage is greater than 6 feet (1829 mm) in height.

Any building exceeding 5,000 sq. ft. that has a clear height above 14 feet, making it possible to be used for storage above 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified, a fire protection system and life safety features shall be installed for Class IV commodities, to the maximum pile height.

**High-Rise Building.** A building with an occupied floor located more than 55 feet above the lowest level of fire department vehicle access.

**Repair Garage.** A building, structure, or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification, and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

**Self-Service Storage Facility.** Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

**Standby Personnel.** Qualified fire service personnel, approved by the Fire Chief or Fire Marshal. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

**Strategic Access Point (SAP).** An apparatus access area located along an apparatus access road designed to improve operational needs and emergency response.

**Upgraded or Replaced Fire Alarm System.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

**Section 202 is hereby amended by adding the following sentence to the end of the current definition of “Manual Dry” under the heading “STANDPIPE, TYPES OF”:**

The system must be supervised as specified in Section 905.2.

**Section 307 shall be amended to read as follows:**

**Section 307, Open Burning.** All open burning shall first require an approved permit and shall be conducted in a safe manner approved by the Fire Marshal or designee in full compliance with the TCEQ Outdoor Burning Rules described in The Texas Administrative Code (TAC), Title 30, Part 1, Chapter 111.209 (1), (2), (3), (4) (A), (6), (7) that provide the laws pertaining to outdoor burning exceptions. Approved burn days shall be determined by the respective county.

**Section 307.1.1 shall be amended to read as follows:**

**307.1.1 Prohibited Open Burning.** Open burning that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

**Exception:** {No change.}

**Section 307.2; shall be amended to read as follows:**

**307.2 Permit Required.** A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

**Section 307.3 shall be amended to read as follows:**

**307.3 Extinguishment authority** The *fire code official* is authorized to order the extinguishment by the permit holder, another person responsible, or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

**Section 307.4 and 307.4.1 shall be amended to read as follows:**

**307.4 Location.** The location for open burning shall not be less than 300 feet from any



structure, and provisions shall be made to prevent the fire from spreading to within 300 feet of any structure.

**Exceptions:** {No change.}

**307.4.1 Bonfires.** A bonfire shall not be conducted within 500 feet, or greater distance as determined by the *fire code official*, of a structure or combustible material unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within the required setback 500 feet of a structure shall be eliminated prior to ignition.

**Section 307.4.3 add exception #2 to read as follows:**

**Exceptions:**

1. {No change.}
2. Where buildings, balconies, and decks are protected by an approved automatic sprinkler system.

**Sections 307.4.4 and 307.4.5 shall be added to read as follows:**

**307.4.4 Permanent Outdoor Firepit.** Permanently installed outdoor fire pits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

**Exception:** Permanently installed outdoor fireplaces constructed in accordance with the International Building Code or International Residential Code.

**307.4.5 Trench Burns.** Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

**Section 307.5 shall be amended to read as follows:**

**307.5 Attendance.** *Open burning, trench burns, bonfires, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the... {Remainder of section unchanged}*

**308.1.4 shall be amended to read as follows:**

**308.1.4 Open-flame cooking devices.** Open-flame cooking devices, charcoal grills, and other similar devices used for cooking shall not be located or used on combustible balconies, decks, or within 10 feet (3048 mm) of any combustible construction.

**Exceptions:**

1. One-and two-family dwellings, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pounds (9.08 kg) LP-gas capacity with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers).
2. Where buildings, balconies, and decks are protected by an approved automatic sprinkler system, except that LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) nominal 20 pounds (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 40 pounds (2 containers).
3. {no change}

**Section 308.1.6.2, Exception 3 shall be amended to read as follows:**

3. Torches or flame-producing devices in accordance with Section 308.1.3

**Section 308.1.6.3 shall be amended to read as follows:**

**308.1.6.3 Sky Lanterns.** A person shall not release or cause to be released any untethered unmanned free-floating device containing an open flame or other heat sources, such as but not limited to a sky lantern.

**Section 311.5 shall be amended to read as follows:**

**311.5 Placards.** The *fire code official* is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe to Section 114 of this code relating to structural or interior hazards, as required by Section 311.5.1 through 311.5.5.

**Section 315.3.1 shall be amended to add the following:**

**315.3.1 Ceiling clearances.** The *fire code official* is authorized to require the marking of any storage area known to be a common area for over stacking. Marking shall be a minimum of a painted-2" red stripe with a minimum of a painted 1" tall white letters stating, "DO NOT STACK ABOVE THIS LINE."

**A new Section 322 entitled Food Booths is hereby adopted to read as follows:**

**SECTION 322 FOOD BOOTHS**

**322.1 General.** The requirements of this section shall apply to the installation and use of food booths and tents not regulated by Chapter 31.

**322.2 Permits.** It shall be unlawful to operate a food booth without a permit as outlined in Section 105.6.

**Exceptions:**

1. When a special event permit is associated with the event, the permit issued by the Town of Prosper will be acceptable.
2. When the food booth tent exceeds a total singular area above 400 sq. ft., they shall comply with the requirements of Chapter 31.

**322.3. Fire Extinguishers.** One (1) 2A-10B: C fire extinguisher shall be required for all food booths. Booths with cooking operations that create grease-laden vapors, including deep fat fryers, griddles, etc., shall have a Class K fire extinguisher.

**320.4 Location.** Food booths utilized for cooking shall have a minimum of 10 feet clearance on two sides.

**Exception:** When allowed by the *Fire code official*, food booths shall be permitted to be grouped, not to exceed three (3) 10 foot by 10-foot tents/canopies, or as otherwise permitted in writing.

**322.5 Cooking equipment location.** Cooking equipment shall not be located within 10 feet of combustible materials. Open flame cooking or cooking that produces grease-laden vapor shall not be performed under the food booth.

**322.6 Acceptable Cooking Sources.** The following are the only approved cooking sources for food booths:

1. Solid fuel, such as wood or charcoal
2. LPG
3. Natural Gas
4. Electricity

**322.7 Generators.** Fuel tanks shall be of adequate capacity to permit uninterrupted operation during normal operating hours. Generators shall be isolated from contact with the public. Storage of gasoline is not permitted in or near generators or food booths.

**322.8 Decorations.** All decorative material shall be at least 10 feet away from any open flame, cooking element, or heat source or be flame resistant.

**322.9 Escape route.** All concession stands shall have a minimum of a 3-foot aisle for emergency escape.

**LPG.** All equipment used in conjunction with LPG tanks shall be UL Listed. Tanks shall be secured to prevent tipping or falling. Only one spare tank will be allowed in a food booth. Emptied propane tanks are to be removed from the site immediately after use. Tank shutoff valves and/or additional shutoff valves shall be accessible and away from the cooking appliance(s). Propane tanks shall not be within five feet of an ignition source. Propane tanks shall not be located within 10 feet of a building door or window.

**A new Section 323 entitled EMS Elevator is hereby adopted to read as follows:**

### **SECTION 323 EMS ELEVATOR**

**Section 322.1 EMS Elevators.** Where elevators are provided in buildings, the elevator, or not less than one elevator per bank, shall be provided for fire department emergency access to all floors. A single elevator shall constitute a bank. The elevator car shall be of such size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches with not less than 5-inch radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall be not less than 3 inches in height and shall be placed inside on both sides of the hoist way door frame.

**Section 401.9 shall be added to read as follows:**

**401.9 False Alarms and Nuisance Alarms.** False alarms and nuisance alarms shall not be given, signaled, transmitted, or caused or permitted to be given, signaled, or transmitted in any manner. False alarms as defined by this ordinance and the Texas Penal Code, Section 46.02, shall be enforced according to the corresponding legal procedures.

**Section 401.9.1 shall be added to read as follows:**

**Section 401.9.1 Violations.** Shall be addressed per ordinance 11-49 or as amended.

**Section 403.4 is hereby amended to read as follows:**

**403.4 Group E Occupancies.** An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies

shall also comply with Sections 403.4.1 through 403.4.3.

**Section 404.2.2 Fire Safety Plans add Number 4.10 to read as follows:**

4.10 Fire extinguishing system controls.

**Section 405.5 shall be added to read as follows:**

**405.5 Time.** The *Fire code official* may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

**Exceptions:**

1. {No change.}
2. {No change.}
3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed before conducting a drill.

**Section 501.4 is hereby amended to read as follows:**

**501.4 Timing of installation.** When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed, tested, and approved before the time of which construction has progressed beyond completion of the foundation of any structure.

**Section 503.1.1 Buildings and facilities are hereby amended to insert the following language beginning in a new paragraph situated between the end of the current provision and the list of exceptions.**

Except for one- or two-family dwellings, the path of measurement shall be along the minimum of a ten-foot (10') wide unobstructed level pathway around the external walls of the structure and all barriers. A continuous row of parking between the fire lane and the structure shall be considered a barrier. Landscaping may also be considered a barrier based upon the location of type. Where an interior fully enclosed courtyard is provided, the *fire code official* is authorized to provide a 10-foot wide, unobstructed straight carriageway from the approved fire apparatus access road to the courtyard for the purposes of hose lay and rescue. The carriageway shall be provided on at least two different sides of the enclosed courtyard from the approved fire apparatus access road.

The provisions of this section notwithstanding, fire lanes may be required to be located within thirty feet (30') of a building if deemed to be reasonably necessary by the *fire code official* to enable proper protection of the building.

Fire lane and access easements shall be provided to serve all buildings through parking areas, to service entrances of buildings, loading areas, trash collection areas, and other areas deemed necessary to be available to fire and emergency vehicles. The *fire code official* is authorized to designate additional requirements for fire lanes where the same is reasonably necessary to provide access for fire and rescue personnel.

During the platting process, fire lanes shall be identified as a "fire lane easement" and shall match the site plan. Where fire lanes are provided and a plat is not required, the limits of the fire lane easement shall be shown on a site plan and placed on permanent file with the Town

Planning Department and Fire Department.

No owner or person in charge of any premise served by a fire lane or access easement shall abandon, restrict, modify, or close any fire lane or easement without first securing from the Town of Prosper approval of an amended plat or other acceptable legal instrument showing the removal of the fire lane easement.

**Section 503.1 is hereby amended to add a new Section 503.1.4 to read as follows:**

**503.1.4 Two points of access.** A minimum of two points of approved fire apparatus access shall be provided for each building, structure, and subdivision. The two points of access shall be a minimum of 140 feet (140') apart as measured edge of pavement to edge of the pavement.

**Section 503.1 is hereby amended to add a new Section 503.1.5 to read as follows:**

**Section 503.1.5 Residential subdivisions.** The maximum dead-end cul-de-sac length shall not exceed six hundred feet (600') as measured from the centerline of the intersection street to the center point of the radius.

**Section 503.2.1 is hereby amended to read as follows:**

**503.2.1 Dimensions.** Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7,315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4,267 mm).

**Exception:** Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

Fire lane dimensions established by Appendix D, or other sections of this Code, shall be superseded by the criteria established by this section.

The requirements of Section D105 shall remain unchanged.

**Section 503.2.2 is hereby amended to read as follows:**

**503.2.2 Authority.** The *fire code official* shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

**Section 503.2.3 is hereby amended to read as follows:**

**503.2.3 Surface.** Construction of all fire lanes shall be in accordance with the Town of Prosper Thoroughfare Design Manual and this section.

Fire lanes shall be constructed of a concrete surface capable of supporting the imposed loads of a 2-axle, 85,000 lb. fire apparatus. The design shall be based on the geotechnical investigation of the site but shall meet the stated minimums.

The fire lane shall be constructed with a minimum 6 in. thick, 3600 PSI concrete with steel reinforcing of No. 3 bars spaced 24 in. on centers in each direction.



The base course thickness shall be a minimum of 6 in. in thickness and shall consist of lime or cement stabilization as recommended in the Geotechnical Report.

Where lime or cement stabilization is not practical, the standard pavement thickness may be increased by 1 in. and a minimum of 6 in. flexible base course in lieu of treating the sub-grade with lime or cement. The base course shall consist of a minimum 6 in. flexible base course over a compacted sub-base to 95% Standard Proctor density, or 6 in. of asphalt base as approved by the Town.

Whenever forty percent (40%) of existing, non-conforming fire lanes are replaced within a twelve-month period, the entire fire lane shall be replaced according to current standards.

All fire lanes shall be maintained and kept in a good state of repair at all times by the owner and the Town of Prosper shall not be responsible for the maintenance thereof. It shall further be the responsibility of the owner to ensure that all fire lane markings required by Section 503.3 be kept so that they are easily distinguishable by the public.

Alternative fire lane surfaces not included in this section shall not be permitted.

**Section 503.2.4 is hereby amended as follows:**

**503.2.4 Turning radius.** The required turning radius of a fire apparatus access road shall be in accordance with this section.

Any such fire lane shall either connect both ends to a dedicated public street or fire lane or be provided with an approved turnaround having a minimum outer radius of fifty feet (50').

If two or more interconnecting lanes are provided, an interior radius for that connection shall be required in accordance with the following:

24-foot fire lane – minimum radius 30 feet  
 26-foot fire lane – minimum radius 30 feet  
 30-foot fire lane – minimum radius 20 feet

Intersections of fire lanes, or other fire access roads, of dissimilar width shall utilize the radius required for the fire lane with the smallest width.

Fire lane dimensions established by Appendix D, or other sections of this Code, shall be superseded by the criteria established by this section.

The requirements of Section D105 shall remain unchanged unless amended.

**Sections 503.2.5.1 and 503.2.5.2 are added to read as follows:**

**Section 503.2.5.1 Termination.** Dead end fire apparatus access roads shall not terminate in a continuous drive aisle or where otherwise prohibited by the *Fire code official*.

**Section 503.2.5.2 Residential Subdivisions.** Dead-end fire apparatus access roads within residential subdivisions shall be provided with an approved turn-around when such roads provide street frontage or emergency access to lots.

**Section 503.2.7 is hereby amended to read as follows:**

**503.2.7 Grade.** The grade of the fire apparatus access road shall be within the limits established by the Town's Engineering Design Manuals. In no case shall the grades along a fire apparatus access road exceed the following:

Along the Fire Apparatus Access Road – 6% (measured longitudinally)  
Cross Slope – 4%

**Exception.** The code official shall have the authority to adjust the grade along the fire lane when necessary for fire or rescue operations or based upon the hazard being protected or general topography of the lot. In no case shall the grade exceed nine percent (9%) or shall the cross slope exceed five percent (5%). Written approval from the *Fire code official* shall be required.

**Section 503.2.8 is hereby amended to read as follows:**

**503.2.8 Angles of approach and departure.** The angles of approach and departure for a fire apparatus access road shall be within the limits established by the *Fire code official*. In no case shall the grades exceed the following:

1. Maximum Angle of Approach – 5%
2. Maximum Angle of Departure – 5%

**Exception.** The code official shall have the authority to adjust the grade along the fire lane when necessary for fire or rescue operations or based upon the hazard being protected or general topography of the lot. Written approval from the *Fire code official* shall be required.

**Section 503.3 is hereby amended to read as follows:**

**503.3 Marking.** Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs, and other markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired when necessary to provide adequate visibility.

1. Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" shall appear in four-inch (4") white letters at 25-foot (25') intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on both the horizontal and vertical faces of the curb.

The paint shall be Ennis Flint, SB Red All Stripe Low Vos<sub>1</sub> product code 98A2181 or equal. The concrete shall cure for a minimum of seven (7) days before the application of paint. Manufacturers Documentation shall be required supporting the paint choice compliant with this mandate or of equal rating.

2. Signs – Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be twelve inches (12") wide and eighteen inches (18") high. Signs shall be painted on a white background with letters and borders in red, using not less than two-inch (2") lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6' 6") above finished grade. Signs shall be spaced not more than fifty feet (50') apart. Signs may be installed on permanent

buildings or walls or as approved by the Fire Chief or Fire Marshal.

**Section 503.4 is hereby amended to read as follows:**

**503.4 Obstruction of fire apparatus access roads.** Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles, whether attended or unattended for any period of time. Persons in charge of a construction project, such as, but not limited to, a General Contractor, are responsible to ensure that fire apparatus access roads are kept clear of vehicles and other obstructions at all times and may be issued a citation for non-compliance under this section.

The minimum widths and clearances established in Section 503.2.1 through 503.2.2 and any area marked as a fire lane as described in Section 503.3 shall be maintained clear at all times. The Fire Chief and their designated representatives, are authorized to remove or cause to be removed any material, vehicle, or object obstructing a fire apparatus access road at the expense of the owner of such material, vehicle, or object.

**503.4.2 Fire Lane Violations is hereby added to read as follows:**

1. The registered owner of a vehicle parked or standing in a fire apparatus access road shall be presumed to be the violator and may be held jointly and severally liable for the violation.
2. A person, firm, partnership, corporation, association, or other entity shall be presumed to be the violator and may be held jointly and severally liable for the violation, if the person, firm, partnership, corporation, association, or other entity is the owner of, custodian of, or otherwise exercises actual or apparent control over equipment, materials, or other objects obstructing a fire apparatus access road.
3. The owner, occupant, or leaseholder of the property or business directly adjacent to the portion of the fire apparatus access road obstructed shall be presumed to be the violator and may be held jointly and severally liable.

**Section 503.5 is hereby amended to read as follows:**

**503.5 Required gates or barricades.** The *fire code official* is authorized to require the installation and maintenance of gates or other approved barricades across fire apparatus access roads, trails or other accessways, not including public streets, alleys, or highways. Electric gate operators, where provided, shall be listed in accordance with UL 325. All gates shall be designed for automatic operation and shall be designed, constructed, and installed to comply with the requirements of ASTM F2200. Automatic gates shall be designed in accordance with the PFR-FMO Access Gate Design Guide.

**Section 503.6 is hereby amended to add the following:**

Gates when provided must open fully in either direction or be of a sliding or raised arm type. All entry or exit shall be equipped with an approved automated entry system. All other entry or exit points along the fire lane must be automated and Knox compatible as approved by the *fire code official*, to permit immediate access by fire personnel and equipment in the event of fire or emergency. Automatic gates shall be designed in accordance with the PFR-FMO Access Gate Design Guide.

**Section 503.7 is hereby added to read as follows:**

**503.7. Preemption device.**

When mechanically operated gates or barriers are provided, or required, across a fire apparatus access road, an approved emergency vehicle traffic preemption device shall be provided compatible with the fire department's apparatus.

**Section 503.8** is hereby added to read as follows:

**503.8 Public Roads.**

Where approved by the *Fire code official*, public roads may be used to supplement hose lay measurement requirements where the following conditions are met.

1. Building set back from road does not exceed 30 feet.
2. Engineering Master Thoroughfare Plan roadway design speed does not exceed 45 MPH.
3. An internal fire lane is also provided.
4. No obstructions to the hose lay path from the public way to the structure.

**Section 503.9** is hereby added to read as follows:

**503.9 Measuring of Hose Lay.**

Hose lay shall be measured from the centerline of the fire lane along an unobstructed and level path measuring 10 feet in width, unless otherwise approved by the *fire code official*.

**Section 504.1.1** is hereby added to read as follows:

**504.1.1** Any new structure designed to accommodate multiple tenants shall incorporate a "Master Key System" for all door openings.

**Section 504.3** is hereby amended to add the following:

*{first paragraph remains unchanged}*. When deemed necessary by the *fire code official*, stairway access to the roof shall be required.

**Section 505.1** is hereby amended to read as follows:

**505.1 Address Identification.** Approved numerals of a minimum of six inches (6") in height and of a color contrasting with the background designating the address shall be placed on all new and existing buildings or structures in a position as to be plainly visible and legible from the street or road fronting the property and from all rear alleyways/access.

If the building is more than 50' from the street or road, approved numerals of a minimum of twelve inches (12") in height or as determined by the *fire code official*.

Where buildings do not immediately front a street, approved six-inch (6") height building numerals or addresses and 4-inch (4") height suite/apartment numerals of a color contrasting with the background of the building shall be placed on all new and existing buildings or structures. Numerals or addresses shall be posted on a minimum twenty-inch by thirty-inch (20" X 30") background border.

Where access is provided by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign with approved 6-inch (152.4 mm) height building numerals or addresses and 4-inch (101.6 mm) height suite/apartment numerals of a

color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20-inch (508 mm) by 30-inch (762 mm) background border. Address identification shall be maintained.

Address numbers shall be Arabic numerals or alphabet letters. The minimum stroke width shall be 0.5 inches.

Where access is provided by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign or means shall be used to identify the structure.

**Exception.** R-3 Single Family occupancies shall have approved numerals of a minimum of three and one-half inches (3-½") in height and color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

**Section 505.3 is hereby added to read as follows:**

**505.3 Wayfaring Sign.** A wayfaring sign shall be provided for all new and existing multi-building developments in which multiple buildings are addressed off a single address, such as in an apartment complex, or when the nature and arrangement of the buildings, such signage would be conducive to navigation. Such signs shall be placed at all points of entry into the development, or as required by the *Fire code official*.

The wayfaring sign shall meet the below minimum requirements:

1. Provide a simplified Site Plan layout of the development or property.
2. Shall indicate all entry and exit points.
3. Shall be a minimum of 36-inch by 36-inch.
4. Shall be provided with lighting and/or reflective sheeting.
5. Shall be permanently mounted.
6. Shall indicate major building and/or address numbers.
7. Shall indicate the development's name and address.
8. Shall be constructed of outdoor, weather-resistant material.

**Section 505.4 is hereby added to read as follows:**

**505.4 Address Marking in Parking Garages.** An approved sign displaying the building name and address with a minimum of 1-inch-high letters and numerals on a contrasting background in new and existing parking garages. The signs shall be located in each elevator lobby and at the entrance to each stairwell displaying the following:

1. The building name and address with a minimum of 2-inch-high letters and numerals.
2. The parking garage level with a minimum of 8-inch-high letters and numerals.
3. Lettering and numerals shall be contrasting to their background.

The *fire code official* may require additional signage where the above locations are not visible in other locations of the parking garage.

**Section 506.1.2 is hereby amended to read as follows:**

**506.1.2 Key boxes for fire service elevator keys.** Key boxes provided for fire service elevator keys shall comply with Section 506.1 and all of the following:



Exceptions to remain unchanged.

**Section 506.1.3 is hereby added to read as follows:**

**506.1.3 Knox Box Locations.** The key box shall be provided at the entrance to the sprinkler riser room and/or fire pump room. Additional key boxes shall be placed at the main entrance to a large building when determined by the *fire code official* it is necessary due to the size and remoteness from the fire sprinkler riser room and/or fire pump room. Key box shall be located in accordance with the PFR-FMO Knox Design Guide.

The Knox Box shall be a recessed type with a hinge.

**Section 507.4 is hereby amended to read as follows:**

**507.4 Water supply test date and information.** The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The *fire code official* shall be notified prior to the water supply test. Water supply tests shall be witnessed by the *fire code official* as required.

The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the water flow test report, or as approved by the *fire code official*.

The report shall indicate:

1. The dominant water tank level at the time of the test
2. The maximum and minimum operating levels of the tank
3. Identify applicable water supply fluctuation

The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

All water-based suppression systems shall utilize the targeted water pressures of 75 psi static and 65 psi residual in the hydraulic design of sprinkler suppression systems, regardless of hydrant flow test results, as advised by the Prosper Water Department directive dated 08-17-2017. The mandate for a 10-psi safety factor shall be added to the hydraulic design.

1. Fire lines exceeding 100 feet shall be required to install a backflow preventer in a concrete vault near the fire service line connection to the Town's re-circulating water line.
2. The Town Fire Marshal or designee shall approve the construction plans for the vault, fittings, valves, double detector check, etc., and will issue a separate permit for fire sprinkler systems.

**Section 507.5.1 is hereby amended to read as follows:**

**507.5.1 Where Required.** Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant or a fire access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the *fire code official*. Notwithstanding the foregoing, fire hydrants shall be required as follows:

1. Spacing: As properties develop, fire hydrants shall be located at all intersecting streets, and at the maximum spacing shall be every 300 feet (300') for all developments, and facilities other than R3. R-3 developments shall be every 500 feet (500') Distances between hydrants shall be measured along the route that fire hose is laid by a fire apparatus from the hydrant to the hydrant, not as the "crow flies."
2. Protected Properties: Fire hydrants required to provide a supplemental water supply for automatic fire protection systems shall be located within a 50-foot (50') hose lay of the fire department connection for such systems.
3. Fire Hydrant Locations: Fire hydrants shall be located 2 foot (2') to 6 foot (6') back from the curb or fire lane and shall not be located in the bulb of a cul-de-sac.
4. Minimum Number of Fire Hydrants: There shall be a minimum of two (2) fire hydrants serving each property within the prescribed distances listed above. A minimum of one fire hydrant shall be located on each lot. Where two or more hydrants are required, a minimum spacing of 100 feet between hydrants is required in order to be used in the hydrant count.
5. Fire Hydrant leads shall not exceed 100 feet from the mainline connection.
6. No connection shall be allowed to a fire hydrant lead for domestic, irrigation, or other use.

**Section 507.5.4 is hereby amended to read as follows:**

**507.5.4 Obstruction.** Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage, landscaping and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections of fire protection system control valves in a manner that would prevent such equipment of fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

**Section 509.1.1 shall be added to read as follows:**

**509.1.1 Utility shut-off and identification.** All utilities shall have an exterior means of being disconnected by the Fire Department in case of an emergency. Approved numerals of minimum one-inch (1") height and a color contrasting with the background shall be placed on gas and electrical meters serving all new and existing buildings or structures except R- 3 occupancies.

**Section 509.1.2 is hereby added to read as follows:**

**509.1.2 Sign Requirements.** Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the *fire code official*. The letters shall be of a color that contrasts with the background.

Outdoor signage shall be secured by mechanical means. Adhesives tapes or glues are prohibited.

**Section 509.3 is hereby added to read as follows:**

**Section 509.3 Signage specifications.** Where signage is required by this section, other provisions of this code, or where required by the *fire code official*, the construction and design shall comply with the PFR-FMO Sign Guide. All required signage shall be approved by the *fire code official* prior to installation.

**Section 510.1 is hereby amended to read as follows, while the Exceptions thereto remain unchanged:**

Approved in-building, two-way emergency responder communication coverage for emergency responders shall be provided in all new and existing buildings in which the type of construction or distance from an operational emergency services antenna or dispatch site does not provide adequate frequency or signal strength at the exterior and all portions of the interior of the building, as determined by the code official, the building owner shall be responsible for providing the equipment, installation, and maintenance of said equipment in a manner to strengthen the communications signal. The communications signal shall meet the minimum input/output strengths set forth in this section, or according to the emergency communication system's provider, system manager, and Town of Prosper requirements.

**Section 510.2 is hereby amended to read as follows:**

**510.2 Emergency responder communication coverage in existing buildings.** Existing buildings that do not have approved radio coverage for emergency responders within the building, based on the existing coverage levels of the public safety communications system of the jurisdiction at the exterior and all portions of the interior of the building, shall be equipped with such coverage installed in accordance with this section.

**Section 605.4 through 605.4.2.2; change to read as follows:**

**605.4 Fuel oil storage systems.** Fuel oil storage systems for building heating systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the International Mechanical Code and Chapter 57.

**605.4.1 Fuel oil storage in outside, above-ground tanks.** Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

**605.4.1.1 Approval.** Outdoor fuel oil storage tanks shall be in accordance with UL 142 or UL 2085, and also listed as double wall/secondary containment tanks.

**605.4.2 Fuel oil storage inside buildings.** Fuel oil storage inside buildings shall comply with Sections 605.4.2.2 through 605.4.2.8 or and Chapter 57.

**605.4.2.1 Approval.** Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142, or UL 2085.

**605.4.2.2 Quantity limits.** One or more fuel oil storage tanks containing Class II, or III combustible liquid shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in un-sprinklered buildings, where stored in a tank complying with

UL 80, UL 142, or UL 2085, and also listed as a double wall/secondary containment tank for Class II liquids.

2. 1,320 gallons (4996 L) in buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an automatic sprinkler system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

**Section 606.2 is hereby amended to read as follows:**

**606.2 Where Required.** A Type I hood shall be installed at or above all commercial cooking appliances and domestic cooking appliances used for commercial purposes that produce grease vapors, including but not limited to cooking equipment used in fixed, mobile, or temporary concessions, such as trucks, buses, trailers, pavilions, or any form of roofed enclosure, as required by the *Fire code official*.

**Exceptions:**

1. {No change to existing Exception.}
2. {No change to existing Exception.}
3. {No change to existing Exception.}
4. {No change to existing Exception.}
5. Tents, as provided for in Chapter 31.

Additionally, fuel gas and power provided for such cooking appliances shall be interlocked with the extinguishing system, as required by Section 904.12.2. Fuel gas containers and piping/hose shall be properly maintained in good working order and in accordance with all applicable regulations.

**Section 807.2 is hereby amended to read as follows:**

**807.2 Combustible Decorative Materials.** In occupancies in Groups A, E, I, and R-1, and dormitories in Group R-2, curtains, draperies, fabric hangings, and other similar combustible decorative materials suspended from walls or ceilings shall comply with Section 807.3 and shall not exceed 10 percent of the specific wall or ceiling area to which they are attached.

**Section 807.5.2.2 and 807.5.2.3 applicable to Group E occupancies; change to read as follows:**

**807.5.2.2 Artwork in Corridors.** Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

**Exception:** Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

**807.5.2.3 Artwork in Classrooms.** Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are

attached. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

**Section 807.5.5.2 and 807.5.5.3 applicable to Group I-4 occupancies; change to read as follows:**

**807.5.5.2 Artwork in Corridors.** Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

**Exception:** Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

**807.5.5.3 Artwork in Classrooms.** Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

**Section 901.4.7 Pump and riser room size is hereby amended by adding the following sentence at the end of the paragraph to read as follows:**

The minimum riser room size shall be 36 sq. ft. with the minimum interior wall to wall dimension of 6 ft.

When a fire pump is provided, the minimum fire pump room size shall be 144 sq. ft., with the minimum interior wall dimension of 12 ft.

**Section 901.4.7.1 is hereby amended to read as follows:**

**901.4.7.1 Access.** Fire pump and automatic sprinkler system riser rooms shall be directly accessible from the exterior of the structure. Access to the room shall be directly off an approved fire apparatus access road, and the room shall face the approved fire apparatus access road. Doors shall be a minimum of 3 feet (3') in width and six feet eight inches (6' 8") in height. A Knox key box shall be provided at this door, as required by Section 506.1. Access to the room from the fire lane shall be provided by a concrete sidewalk or other surface as approved by the *fire code official*.

**Exception:** When it is necessary to locate the fire pump room on other levels or not on an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *fire code official*.

**Section 901.4.7.1.1 is hereby added to read as follows:**

**901.4.7.1.1 Doorway obstructions.** Fire pump and automatic sprinkler riser rooms shall not be obstructed. Fire sprinkler underground and fire department connection shall not block the riser room door. A 3-foot clear aisle shall be maintained at all times from the riser room door to any fire protection and life safety equipment



**Section 901.4.7.2 is hereby amended to read as follows:**

**901.4.7.2 Marking on access doors.** Access doors for automatic sprinkler system riser rooms and fire pump rooms shall be labeled in accordance with the PFR-FMO Sign Specification Guide.

**Section 901.4.7.4 is hereby amended to read as follows:**

**901.4.7.4 Lighting.** Permanently installed regular artificial illumination and emergency lighting with a minimum 90-minute battery backup- shall be provided in the automatic sprinkler system riser room and fire pump rooms.

**Section 901.4.7.5 is hereby added to read as follows:**

**Section 901.4.7.5 Fire protection equipment only.** Fire pump and automatic sprinkler system riser rooms shall be limited to equipment that is intended for fire protection equipment and operations only. Limited other utilities, such as domestic water, necessary to serve the building may be permitted by the *fire code official*.

**Section 901.4.7.6 is hereby added to read as follows:**

**Section 901.4.7.6 Riser room heating.** Fire pump and automatic sprinkler system riser rooms shall be provided with permanent heating provided by a dedicated electrical circuit. A means to locally disconnect power to the heating shall not be provided. Heating shall be sufficient to maintain a minimum 40 degrees Fahrenheit at all times.

**Section 901.4.7.7 is hereby added to read as follows:**

**Section 901.4.7.7 Access door protection.** Exterior doors to fire pump and automatic sprinkler system rooms shall be provided with appropriate weatherstripping or other approved means to installed in accordance with the *International Building Code*.

**Section 901.5 Installation Acceptance Testing is hereby amended by adding the following language to the end of the current text:**

{Current text inserted without change.} All required tests shall be conducted by and at the expense of the owner or his representative. The Fire Department shall not be held responsible for any damages incurred in such test. Where it is required that the Fire Department witness any such test, such test shall be scheduled with a minimum of 48-hour notice to the Fire Marshal or his designee.

**Section 901.6.1.1 is hereby added to read as follows:**

**901.6.1.1 Standpipe Testing.** Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by an approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.

2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect a hose from a fire hydrant or portable pumping system (as approved by the *fire code official*) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There are no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected nighttime freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hoses from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove the hose by the *fire code official*.

**Section 901.6 is hereby amended by adding a new Section 901.6.4 to read as follows:**

**901.6.4 False Alarms and Nuisance Alarms.** False alarms and nuisance alarms shall not be given, signaled, transmitted, or caused or permitted to be given, signaled, or transmitted in any manner.

**Section 901.6 is hereby amended by adding a new Section 901.6.4.1 to read as follows:**

**901.6.4.1 Violations.** Shall be addressed per ordinance 11-49 or as amended. Within a 12-month period, should 3 or more false or nuisance fire alarms be received, transmitted, or notified, the owner, operator, or representative of the property, building, or facility shall be subject to a fine as set forth in Section 112.4 and for each subsequent false or nuisance fire alarm.

**Section 901.7 is hereby amended to replace the first paragraph as follows:**

**901.7 Systems out of service.** Where a required fire protection system is out of service or in the event of an excessive number of activations, the fire department and the *Fire code official* shall be notified immediately and, where required by the *Fire code official*, the building shall either be evacuated, or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service.

Where utilized, fire watches shall be in accordance with the PFR-FMO Fire Watch Guide.

*(Remaining text unchanged)*

**Section 901.9 is hereby added to read as follows:**

**901.9 Discontinuation or change of service.** Notice shall be made to the *fire code official* whenever contracted alarm services for monitoring of any fire alarm system is terminated for any reason, or a change in alarm monitoring provider occurs. Notice shall be made in writing to the *fire code official* by the building owner and alarm service provider before the service is terminated.

**Section 901.11 is hereby added to read as follows:**

**Section 901.11 Access and clearance to fire protection equipment.** All fire protection equipment shall be provided with a minimum 36-inch clearance. The *fire code official* is permitted to make modification thereto the required clearance.

**Section 903.1.1 is hereby amended to read as follows:**

**903.1.1 Alternative protection.** Alternative automatic fire- extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard or as approved by the *fire code official*.

**Section 903.1.2 is hereby added to read as follows:**

**903.1.2 Residential systems.** Unless specifically allowed by this Code or the *International Building Code*, residential sprinkler systems installed in accordance with NFPA 13D or NFPA 13R shall not be recognized for the purposes of modifications, exceptions, or reductions, commonly referred to as “trade-offs,” permitted by other requirements of this Code or the *International Building Code*.

Residential sprinkler systems installed in accordance with NFPA 13R shall include attic sprinkler protection to be recognized for the purposes of such trade-offs permitted by other requirements of this Code, or for modifications permitted under Chapter 5 of the *International Building Code*. When such trade-offs are taken, an NFPA 13 sprinkler system shall be required.

One- and two-family dwellings, mobile homes, and townhomes shall not be governed by this ordinance. Refer to Town Ordinance No. 04-98 for fire sprinkler requirements

**Section 903.1.3 is hereby added to read as follows:**

**Section 903.1.3 Spray booths and rooms.** New and existing spray booths and spray rooms shall be protected by an approved automatic fire extinguishing system in accordance with Chapter 9.

**Section 903.2 add a paragraph to read as follows and delete the Exception for telecommunications buildings:**

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate

shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED", consistent with Section 511.

**Section 903.2.4.2 is amended to read as follows:**

**903.2.4.2 Group F-1 distilled spirits.** An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.

**Section 903.2.7 Group R is retained from Town Ordinance No. 04-98, the International Fire Code 2003 Edition.**

**Section 903.2.8.5 is hereby added to read as follows:**

**903.2.8.5 Storage rooms.** Within Group R occupancies, storage areas that are leased or rented shall comply with Section 903.2.9.5 and 903.2.9.5.1.

**Section 903.2.9.3; change to read as follows:**

**903.2.9.3 Group S-1 distilled spirits or wine.** An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any one time.

**Section 903.2.9.4 is hereby added by deleting the exception.**

**Section 903.2.9.5 and 903.2.9.5.1 are hereby added to read as follows:**

**903.2.9.5 Self-service storage facility.** An approved automatic sprinkler system shall be installed throughout all self-service storage facilities.

**903.2.9.5.1 Vertical storage limits.** A screen shall be installed at eighteen inches (18") below the level of the sprinkler heads to restrict storage above that level. This screen shall be a mesh of not less than one inch (1") nor greater than six inches (6") in size. The screen and its supports shall be installed such that all elements are at least eighteen inches (18") below any sprinkler heads, measured from the level of the sprinkler deflector.

**Section 903.2.11.3 is hereby added to read as follows:**

**Section 903.2.11.3** Buildings more than 35 feet in height are retained from Town Ordinance No. 04- 98, the International Fire Code 2003 Edition.

**Section 903.2.11.3 and the associated Exceptions are hereby amended to read as follows:**

**903.2.11.3 Buildings more than 35 feet in height.** An automatic sprinkler system shall be installed throughout buildings with a floor level, other than penthouses in compliance with Section 1511 of the International Building Code, located 35 feet (10,668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

**Exception:** Open parking structures in compliance with Section 406.5 of the International Building Code, having no other occupancies above the subject parking garage, and

Section 903.2.11.9 of this Code.

**Sections 903.2.11.7 through Section 903.2.11.9 are hereby added to read as follows:**

**903.2.11.7 High-piled combustible storage.** For any building with a clear height exceeding 12 feet (4,572 mm), see Chapter 32 to determine if those provisions apply.

**903.2.11.8 Spray booths and rooms.** New and existing spray booths and spraying rooms shall be protected by an approved automatic sprinkler system and/or an approved automatic fire-extinguishing system in accordance with Chapter 9 and Section 2404.

**903.2.11.9 Buildings over 5,000 sq. ft.** An automatic sprinkler system shall be installed throughout all buildings with a building area over 5,000 sq. ft. For the purpose of this provision, firewalls shall not define separate buildings. The building area is defined by the reflection of the roof, commonly referred to as “drip line.”

With every new system, a documentation cabinet shall be installed in the sprinkler riser room or at another approved location at the protected premises.

The documentation cabinet shall be sized so that it can contain all necessary documentation.

All record documentation shall be stored in the documentation cabinet.

**Exceptions:** Open parking garages in compliance with Section 406.5 of the International Building Code, when all of the following conditions apply:

- a. The structure is freestanding.
- b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators, or spaces used or occupied for anything other than motor vehicle parking.
- c. The structure does not exceed 3 stories.
- d. An approved fire apparatus access road is provided around the entire perimeter of the structure.

**Section 903.3.1 is hereby amended to add the following language at the end of the current text in such section:**

**Section 903.3.1 Standards.** {Retain existing text unchanged.} For any structure or building, for which a specific use, lease, or tenant cannot be identified, such as speculative retail or office building, the sprinkler system shall be designed to Ordinary Hazard Group II, or as permitted by the *Fire code official*.

For any structure or building with a clear height in excess of 12 feet, the sprinkler system shall be designed to provide a minimum of Ordinary Hazard Group II.

For any structure or building with a clear height in excess of 12 feet, and with the primary use of storage or warehouse, the sprinkler system shall be designed to protect Class IV Commodities to the maximum storage height.

**Exception:** If a commodity type and storage height can be determined, the sprinkler system shall be designed accordingly to the approved commodity class and storage height.



All buildings 3 or more stories shall be provided with floor control valves.

**Section 903.3.1.1.1 is hereby amended to read as follows:**

**903.3.1.1.1 Exempt locations.** When approved by the *Fire code official*, automatic sprinklers shall not be required in the following rooms or areas where such . . . {bulk of section unchanged} . . . because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. Elevator machine rooms, machinery spaces, and hoist-ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

**Section 903.3.1.1.3 is hereby added to read as follows:**

**Section 903.3.1.1.3 Residential systems.** In Group R occupancies, an NFPA 13 fire sprinkler system installed in accordance with 903.3.1.1 shall be required where the building is designed to exceed the maximum allowable factors of Tables 504.3, 504.4, or 506.2 of the 2021 International Building Code for the occupancy classification and construction type. For the purposes of this provision, fire walls shall not define separate buildings.

**Section 903.3.1.2 is hereby amended to read as follows:**

**903.3.1.2 NFPA 13R sprinkler systems.** Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is 35 feet or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is 35 feet or less below the lowest level of fire department vehicle access.

The number of stories of Group R occupancies constructed in accordance with Sections 510.2 and 510.4 of the *International Building Code* shall be measured from grade plane.

**Section 903.3.1.2.1 is hereby amended to read as follows:**

**903.3.1.2.1 Balconies and decks.** Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units and sleeping units. {delete the remaining}

**Section 903.3.1.2.2 is hereby amended to read as follows:**

**903.3.1.2.2 Corridors and balconies.** Sprinkler protection shall be provided in all corridors and for all balconies. {Delete the rest of this section.}

**Section 903.3.1.2.3; delete the section and replace as follows:**

**Section 903.3.1.2.3 Attached Garages and Attics.** Sprinkler protection is required in attached garages, open breezeways, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an un-sprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.
4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:
  - 4.1. Provide automatic sprinkler system protection.
  - 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
  - 4.3. Construct the attic using non-combustible materials.
  - 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
  - 4.5. Fill the attic with noncombustible insulation.

**Sections 903.3.1.3 is hereby amended to read as follows:**

**903.3.1.3 NFPA 13D Sprinkler systems.** Where allowed, automatic sprinkler systems installed in one & two-family dwellings and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D, or in accordance with state law.

**Section 903.3.1.3.1 is hereby added to read as follows:**

**903.3.1.3.1 Design criteria.** In addition to design criteria, 13D systems shall be designed as follows:

1. Piping shall be run vertically inside interior walls and horizontally between floors and unheated garages.
2. Garages shall be protected when a living space or portion thereof is provided above.

**Section 903.3.1.4 is hereby added to read as follows:**

**903.3.1.4 Freeze protection.** Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

**903.3.1.4.1 Attics.** Only dry-pipe, pre-action, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

**Exception:** Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable

referenced NFPA standard, and

3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

**903.3.1.4.2 Heat trace/insulation.** Heat trace/insulation shall only be allowed where approved by the *Fire code official* for small sections of large diameter water-filled pipe.

**903.3.1.4.3 Water-filled piping.** Water-filled piping shall not be permitted to be installed in areas where the temperature is less than 40°F (4°C) unless approved by the *fire code official*.

**Section 903.3.1.5 shall be added to read as follows:**

**Section 903.3.1.5 Additional installation requirements.** Automatic sprinkler and standpipe systems shall be installed with the following:

1. Underground piping serving the sprinkler, standpipe, or remote FDC shall have a 10 ft. separation from all other utilities and placed in a separate trench.
2. Underground piping serving the sprinkler, standpipe, or remote FDC shall be provided with metallic detector tracer tape or wire.
3. All inspectors' test, ball-drips, and main-drains shall be piped directly to the outside of the building.

**Section 903.3.5 Water Supplies is hereby amended to add a second paragraph immediately following the current paragraph to read as follows:**

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every fire protection system shall be designed with a 10-psi safety factor. Reference Section 507.4 for additional design requirements.

**Section 903.4 Sprinkler System supervision and alarms is hereby amended to add a second paragraph immediately after the existing paragraph to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

**Section 903.4.2 Alarms is hereby amended to add a second paragraph immediately following the current paragraph to read as follows:**

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75-candela strobe rating, installed as close as practicable to the fire department connection.

**Section 903.7 is hereby added to read as follows:**

**903.7 Site Map.** A laminated map of the fire protection system; including valve shutoffs, isolation valves, low point/auxiliary drains, and any other information deemed necessary by the *fire code official*, shall be provided in the riser room. The minimum map size shall be 24"x24". A larger map may be deemed necessary by the *fire code official*.

**Section 903.8 is hereby added to read as follows:**

**Section 903.8 Air Venting.** Where required by NFPA 13 air vents shall be installed. Air Vents shall comply with NFPA 13. All valves for testing and maintenance shall be in an accessible location.

**Section 905.2 is hereby amended to read as follows:**

**905.2 Installation standard.** Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psi and a maximum of 40 psi air pressure with a high/low alarm.

**Section 905.2.1 is hereby added to read as follows:**

**Section 905.2.1 Automatic supply.** Where standpipes are required, an automatic supply shall be provided for the following occupancies/buildings:

1. Buildings defined as high-rise
2. Building four or more stories
- Exception:** Unattached open parking garages
3. H Occupancies
4. High-piled storage permitted occupancies
5. Hazardous materials permitted occupancies

The *fire code official* is authorized to require an automatic supply for occupancies/buildings not listed when the access to is limited or the hazard being protected requires such protection.

**Sections 905.3.9 and 905.3.9.1 are hereby added to read as follows:**

**905.3.9. Building Area.** In buildings exceeding 10,000 square feet in area per story, Class I automatic wet or manual wet standpipes shall be provided where any portion of the building's interior area is more than 200 feet of travel, vertically and horizontally, from the nearest point of fire department vehicle access.

**Exceptions:**

1. Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14, where approved by the *fire code official*.
2. R-2 occupancies of four stories or less in height having no interior corridors.

**905.3.9.1 Distance from fire lane.** Class I standpipes shall be required in all occupancies in which the distance from a single accessible point for Fire Department ingress to any area within the structure exceeds 250 feet along the route a fire hose is laid as measured from the fire lane as a single route.

**Section 905.4 change Items 1, 3, and 5, and add Item 7 to read as follows:**

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories unless otherwise approved by the *fire code official*.

**Exception:** {No change.}

2. {No change.}

3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a {remainder of text unchanged}

4. {No change.}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection shall be located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the *fire code official*.

**Section 905.8; change to read as follows:**

**905.8 Dry standpipes.** Dry standpipes shall not be installed.

**Exception:** Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psi and a maximum of 40 psi air pressure with a high/low Supervisory alarm.

**Section 905.9 is hereby amended to add a second after the exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

**Section 906.1 delete Exception 3:**

**Section 907.1.4 is hereby added to read as follows:**

**907.1.4. Design Standards.** All alarm systems new or replacement shall utilize addressable devices.

Riser rooms shall be equipped with an annunciator panel if the main fire alarm control panel is not located in the Riser Room.

Annunciator panel shall be provided at the main entrance to all single occupant buildings.

**Exception:** Existing systems need not comply unless the total building remodel or expansion initiated after the effective date of this code, as adopted, exceeds 30% of the building. When cumulative building remodels or expansion exceeds 50% of the building, must comply within 18 months of permit application. This exception does not prohibit the need for new fire alarm devices on an existing system to be addressable.

**Section 907.2.1 is hereby amended to read as follows:**

**907.2.1 Group A.** A manual fire alarm system that activates the occupant notification system



in accordance with Section 907.5 shall be installed in Group “A” occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group “E” occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

**Exception:** {No change}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

**Section 907.2.3 is hereby amended to read as follows:**

**907.2.3 Group E.** A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E Day Care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

**Exceptions:**

1. A manual fire alarm system is not required in Group E educational and daycare occupancies with an occupant load of less than 50 when provided with an approved automatic sprinkler system.
    - 1.1 Residential In-Home daycare with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or fewer years of age, see Section 907.2.6.)
- {No change to the remainder of exceptions.}

**Section 907.2.6.4 is added to read as follows:**

**907.2.6.4 Group I-4 occupancies.** An automatic smoke detection system shall be installed in egress corridors in Group I-4 facilities. The system shall be activated in accordance with Section 907.4.

**907.2.6.4.1 Manual fire alarm box.** A manual fire alarm box shall be provided in a constantly attended location.

**907.2.6.4.2 Occupant notification.** Occupant notification shall be required as per Section 907.5.3

**Section 907.2.10 shall be amended to read as follows:**

**907.2.10 Group S.** A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-

storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

**Exception:** {No change.}

**Section 907.2.13 Exception 3 is hereby amended to read as follows:**

3. Open-air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to skyboxes, restaurants, and similarly enclosed areas.

**Section 907.2.24 is hereby added to read as follows:**

**907.2.24 Self-service storage facilities.** An approved fire alarm system shall be installed throughout all self-service storage facilities. This shall include visual, audible, heat, and smoke detection.

**Section 907.4.2.7 is hereby added to read as follows:**

**Section 907.4.2.7 Type.** Manual alarm initiating devices shall be an approved double-action type.

**Section 907.5.2.4 is hereby added to read as follows:**

**907.5.2.4 Audible and Visible Alarm.** Upon manually silencing an alarm the visible signal shall continue to operate while the audible alarm silences. Alarms must not be silenceable on waterflow alarms.

**907.5.3 is hereby added to read as follows:**

**907.5.3 Occupant notification.** Occupant notification in accordance with this section and 907.5 shall be required for all new construction, or existing construction complying with the International Building Code, for renovations to existing buildings, tenant spaces, changes in occupancy, replacement, or modification of the existing fire alarm system, or as required by the *fire code official*, for all buildings or spaces provided with an approved automatic sprinkler system.

**Section 907.6.1.1 is hereby added to read as follows:**

**907.6.1.1 Wiring Installation.** All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from an addressable input (monitor) module may be wired Class B, provided the distance from the addressable module to the initiating device is ten feet or less.

All fire alarm wire jackets shall be RED. A contrasting color stripe may be incorporated

for circuit identification provided the base color of the fire alarm wire jacket is RED.

**907.6.3 is hereby amended to delete all four Exceptions.**

**Section 907.6.3.1.1 is hereby added to read as follows:**

**Section 907.6.3.1.1 Graphical annunciation.** Graphical annunciation of initiating devices shall be provided for large, complex floor plans where required by the *fire code official* or other sections of this code.

**907.6.3.2 is hereby added to read as follows:**

**907.6.3.2 Communication requirements.** All alarm systems, new or replacement, shall transmit alarm, supervisory and trouble signals descriptively to the approved central station, remote supervisory station, or proprietary supervising station as defined in NFPA 72, with the correct device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a General Alarm or Zone condition.

**907.6.6 Monitoring add a sentence at the end of the paragraph to read as follows.**

See 907.6.3 for the required information transmitted to the supervising station.

**907.6.7 Waterflow Notification is hereby added to read as follows:**

**907.6.7 Waterflow Notification.** When required by Section 903.4.2, an exterior audible and visible notification device shall be provided on the exterior of the building and shall be located above the Fire Department Connection. The notification device shall operate on a waterflow alarm only, shall be non-silenceable, and shall continue to operate after the panel is silenced on the condition the alarm was a water flow alarm only. The notification device shall be wired from the fire alarm control panel as a dedicated latching circuit. The minimum candela rating for the notification device shall be 75 (cd) candela.

Where FDC is remote the horn strobe will be located on a permanently mounted pole behind the Remote FDC. All conduit and fire alarm wiring shall be burial rated. An isolator module shall be located at each point the underground wiring runs above and below grade level.

**Section 907.11 Fire Extinguishing Systems shall be added to read as follows:**

**907.11 Fire extinguishing systems.** Automatic fire-extinguishing systems shall be connected to the building fire alarm system where a fire alarm system is required by another section of this code or is otherwise installed.

**Section 907.12 is hereby added to read as follows:**

**907.12 Interconnection.** Fire alarm systems installed in multi-building developments which share a common address shall be provided with a separate fire alarm system for each building and shall be independently monitored. Buildings shall not be permitted to be interconnected, unless required by the *fire code official*.

**Section 907.13 is hereby added to read as follows:**

**907.13 Password protection prohibited.** No fire alarm system shall be protected by a password or pin number that would hinder immediate silencing capabilities by the fire

department.

**Section 907.14 is hereby added to read as follows:**

**907.14 Occupant reset.** Once an alarm is initiated and fire department is contacted, no person shall silence or reset an alarm prior to fire department arrival.

**Section 909.18.8 is hereby amended to add the following:**

**909.18.8 Testing for smoke control.** Before the mechanical equipment is approved, the system shall be tested in the presence of the *fire code official* to confirm that the system is operating in compliance with these requirements.

**Section 910.2 Exceptions 2 and 3, are hereby amended to read as follows:**

2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal are prohibited.
3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of  $50(m^*S)^{1/2}$  or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal are prohibited.

**Section 910.2.3 is hereby added to read as follows:**

**910.2.3 Group H.** Smoke and heat vents or a mechanical smoke removal system shall be installed in buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which is more than 15,000 square feet (1,394 m<sup>2</sup>) in a single floor area.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

**Section 910.2.4 is hereby added to read as follows:**

**910.2.4 Exit access travel distance increase.** Buildings and portions thereof used as a Group F-1 or S-1 occupancy where the maximum exit access travel distance is increased in accordance with Section 1017.2.2.

**Section 910.3.4 is hereby added to read as follows:**

**910.3.4 Vent Operation.** Smoke and heat vents shall be capable of being operated by approved automatic and manual means. Automatic operation of smoke and heat vents shall conform to the provisions of Sections 910.3.2.1 through 910.3.2.3.

**910.3.4.1 Sprinklered buildings.** Where installed in buildings equipped with an approved automatic sprinkler system, smoke and heat vents shall be designed to operate automatically. The automatic operating mechanism of the smoke and heat vents shall operate at a temperature rating of at least 100 degrees F (approximately 38 degrees Celsius) greater than the temperature rating of the sprinklers installed.

**Exception:** Manual-only systems per Section 910.2.

**910.3.4.2 Non-sprinklered Buildings.** Where installed in buildings not equipped with an approved automatic sprinkler system, smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at between 100°F (56°C) and 220°F (122°C) above ambient.

**Exception:** Listed gravity-operated drop out vents.

**Section 910.4.3.1 is hereby amended to read as follows:**

**910.4.3.1 Makeup Air.** Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m<sup>2</sup> per 0.4719 m<sup>3</sup>/s) of smoke exhaust

**Section 910.4.4 is hereby amended to read as follows:**

**910.4.4 Activation.** The mechanical smoke removal system shall be activated automatically by the automatic sprinkler system or by an approved fire detection system. Individual manual controls shall also be provided as approved by the AHJ.

**Exception:** Manual only systems per Section 910.2.

**Section 912.2.1 is hereby amended to read as follows:**

**912.2.1 Visible location.** Where an approved fire lane is provided on site in order to provide fire department vehicle access to a building or structure, the fire department connection shall be located such that it is adjacent thereto, along, and faces the fire lane. Shall be fully visible and recognizable from the street or fire department access road, and in a location approved by the *fire code official*.

When a remote FDC is provided it shall be located on the opposite side of the fire lane from the serviced building for all F, H, I, R, & S occupancies outside the collapse zone of the building and located 10 ft. adjacent to a fire hydrant along the same side of the fire lane.

Vehicle impact protection shall be provided for all remote FDC's in accordance with Section 312.

FDCs shall be fully recognizable from the street, fire apparatus access road or nearest point of fire department vehicle access or as otherwise approved by the *fire code official*.

**Section 912.2.1.1 is hereby amended to read as follows:**

**912.2.1.1 Building mounted FDCs.** Building mounted FDCs shall be located on a minimum 10-foot unobstructed path and no greater than 30 feet from back of curb.



**Section 912.2.1.2 is hereby amended to read as follows:**

**912.2.1.2 Remote FDC.** Remote FDC's are required on buildings greater than 30 feet in height as measured from the lowest point of fire department access, unless otherwise approved by the *fire code official*. Remote FDCs shall be located on the opposite side of the fire lane from the serviced building. Remote FDCs shall be set back between 2 feet to 6 feet from the back of curb and provided with vehicle impact protection in accordance with Section 312.

**Section 912.2.1.3 is hereby added to read as follows:**

**Section 912.2.1.3 FDC identification.** New and existing fire department connections shall be identified in accordance with the PFR-FMO Sign Specification Guide. Additionally for remote FDCs, the barrel shall be painted traffic red and provided with a 2-inch, white - 3M diamond-grade reflective tape stripe around the upper half of the barrel.

**Section 912.2.3 is hereby added to read as follows:**

**Section 912.2.3 Hydrant distance.** An approved fire hydrant shall be located adjacent to the fire department connection (FDC) unless approved by the *fire code official* to be located within 50 feet as the hose lays along an unobstructed path.

**Section 912.2.4 is hereby added to read as follows:**

**Section 912.2.4 High Rise Buildings.** A second redundant FDC shall be provided for all high-rise buildings, unless approved by the *fire code official*.

**Section 912.3 is hereby amended to read as follows:**

**912.3 Fire hose threads.** All fire department connections shall be 5- inch Storz with a 30-degree down elbow with a chained locking Knox cap.

**Section 912.4 is hereby amended to add the following text to the end of the current text:**

**Section 912.4 Access.** A minimum clear and unobstructed pathway of 10 feet shall be provided to access the fire department connection. Parking and landscaping are considered obstructions.

**Section 912.4.1 is hereby amended to add the following:**

Knox locking caps shall be provided and a key shall be furnished to the Fire Department for new installations.

**Section 912.2.4.4 is hereby added to read as follows:**

**Section 912.2.4.4 Existing FDC's.** Existing FDC's where caps are missing shall be protected by Knox locking caps.

**Section 912.5 is hereby amended as follows:**

**912.5 Signs.** Signs shall be provided on all fire department connections serving automatic sprinklers, standpipes, or fire pump connections. Where the fire department connection does

not serve the entire building, a sign shall be provided indicating the portions of the building served. All signs shall comply with the PFR-FMO Sign Specification Guide.

**Section 913.2.1 Protection of Fire Pump Rooms is hereby amended by adding a second paragraph to read as follows:**

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 feet (3') in width and six feet eight inches (6' 8") in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

**Exception:** When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the *Fire code official*. Access keys shall be provided in the key box as required by Section 506.1.

**Section 914.3.1.2 Water Supply to required Fire Pumps. is hereby amended to read as follows:**

**914.3.1.2 Water Supply to required Fire Pumps.** In all buildings that are more than 120 feet (128 36.6 m) in *building height*, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

**Exception:** {No change to exception.}

**Section 916.9 is hereby amended by adding the following text to the end of the current text:**

**916.9 Signage.** {*Current text unchanged.*} Signs shall comply with the PFR-FMO Sign Specification Guide.

**Section 1006.2.1; change Exception #3 to read as follows:**

**1006.2.1 Egress based on occupant load and common path of egress travel distance.** Two exits or exit doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. The cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

**Exceptions:**

1. {No change.}
2. {No change.}
3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

**Section 1006.2.2.4 is hereby added to read as follows:**

**1006.2.2.4 Electrical Rooms.** For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

**Section 1009.1 is hereby amended by adding Exception 4 to read as follows:**

3. Buildings regulated under State Law and built-in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

**\*\*Section 1009.8 Two-way communication; add Exception #7 to read as follows:**

**Exceptions:**

1. through 6. {No change.}
7. Buildings regulated under State Law and built-in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

**Section 1010.2.5 Bolts & Locks Exceptions 3 and 4 are hereby amended as follows:**

**Exceptions:**

3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. {Remainder unchanged}
4. Where a pair of doors serves a Group A, B, F, M or S occupancy {Remainder unchanged}

**1010.2.11 Door hardware release of electrically locked egress doors. Paragraphs 5 & 7 are hereby amended to read as follows:**

5. Panic or fire exit hardware shall be required, and operation of the panic or fire exit hardware shall release the electric lock.
6. {No change.}
7. All doors shall be provided with a key card and/or keyed exterior access.

**Section 1010.2.11.1 is hereby added as follows:**

**Section 1010.2.11.1** When permitted by the fire code official, electrified strikes shall be permitted to be fail secure and not tied into the building fire alarm system under the following conditions:

- 11.1 4400 Series Knox Box provided.
- 11.2 Free egress is provided.
- 11.3 Building master key shall open the door from the ingress side.
- 11.4 Key cards shall be provided to open the door from the ingress side.
- 11.5 When permitted by the fire code official, loss of power to the building will not be required to unlock the electrified strikes.
- 11.6 Written request provided to the *fire code official*.
- 11.7 No special locking conditions or hazards within the building.

**Section 1010.2.12, Items 5 is hereby amended to read as follows:**

5. *{first paragraph remains unchanged}*. If a building fire alarm system is not provided, approved smoke detection devices shall be provided on both access and egress sides of the door. Activation of the smoke detection devices shall automatically unlock the electric lock.

**Section 1010.2.12 Sensor release of electrically locked egress doors is hereby amended to add Paragraphs 9 and 10 to the end of the current text:**

9. Doors shall be equipped with panic and fire exit hardware controlling a manual switch under the bar that will unlock the door. All wiring and circuitry to the switch and power unit shall be fail-safe. In Group E Occupancies where ingress is available by keys and/or access card located in a Knox Box mounted at the main entrance to the building, the activation of the fire alarm system shall unlock the egress portion or capability of all doors while the ingress function may remain secured.
10. If a full building smoke detection system is not provided, approved smoke detectors shall be provided on both the access and egress sides of doors and in a location approved by the authority having jurisdiction of NFPA 72. Actuation of a smoke detector shall automatically unlock the door. Smoke detection is required for magnetic locks only.

**Section 1010.2.13.1 Delayed egress locking is hereby amended to add Paragraphs 9 and 10 to the end of the current text:**

9. Doors shall be equipped with panic and fire exit hardware controlling a manual switch under the bar that will unlock the door. All wiring and circuitry to the switch and power unit shall be fail-safe. In Group E Occupancies where ingress is available by keys and/or access card located in a Knox Box mounted at the main entrance to the building, the activation of the fire alarm system shall unlock the egress portion or capability of all doors while the ingress function may remain secured.
10. If a full building smoke detection system is not provided, approved smoke detectors shall be provided on both the access and egress sides of doors and in a location approved by the authority having jurisdiction of NFPA 72. Actuation of a smoke detector shall automatically unlock the door.

**Section 1011.12. is hereby amended to add the following to the exception:**

**Exception:** *{first paragraph remains unchanged}*. When deemed necessary by the fire code official, a permanently installed ladder shall be required.

**Section 1011.12.2 is hereby amended to read as follows:**

**Exception:** In buildings without an occupied roof, access to the roof shall be permitted to be a roof hatch or trap door not less than 16 square feet in area and having a minimum dimension of 3 feet.

**Section 1015.8 Window Openings, Paragraph Number 1 is hereby amended to read as follows:**

1. Operable windows where the top of the sill of the opening is located more than 55 (16,764 mm) above the finished grade or other surface below and that are provided with window fall prevention devices that comply with ASTM F 2006.

**Section 1015.9 shall be added to read as follows:**

**1015.9 Electrical Rooms.** For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

**Section 1020.2 Construction is hereby amended by adding Exception 6 to read as follows:**

**Exceptions:**

1. through 5. {No change.}

6. In un-sprinklered group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

**Section 1030.1.1.1; add Exception #4 to read as follows:**

**Exceptions:**

1. through 3. {No change.}
4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials.

**Section 1031.1 Emergency Escape & Rescue shall be amended to read as follows:**

**1031.1 General.** In addition to the means of egress required by this chapter, provisions shall be made for emergency escape and rescue openings in Group R and I-1, unless otherwise approved by the *fire code official*. {Remainder unchanged}

**Section 1032.2 Maintenance of the Means of Egress is hereby amended to read as follows:**

**1032.2 Reliability.** Required exit accesses, exits, or exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergencies. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress. Security devices affecting means of egress shall be subject to approval of the *Fire code official*.

**Section 1101.5 is hereby added to read as follows:**

**Section 1101.5 Conflicts.** Whenever a conflict arises between this code and the *International Existing Building Code*, the more restrictive provisions of this code shall apply.

**Section 1102 is hereby amended by adding the following definition:**

**WORK AREA.** The portion or portions of a building consisting of all reconfigured spaces as indicated on the construction documents. Work area excludes other portions of the building where incidental work entailed by the intended work must be performed and portions of the building where work not initially intended by the owner is specifically required by this or other codes.

**Section 1103.3 Existing Elevators is hereby amended to add the following sentence immediately following the current text in that section:**

Provide emergency signage as required by Section 604.4

**Section 1103.5.1 Sprinkler Systems; add sentence to read as follows:**

Fire sprinkler system installation shall be completed within 24 months from date of notification by the *fire code official*.

**Section 1103.5.6 Spray booths and rooms is hereby added to read as follows:**



**1103.5.6 Spray booths and rooms.** Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

**Sections 1103.7.7 and 1103.7.7.1 are hereby added to read as follows:**

**1103.7.7 Fire Alarm System Design Standards.** Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable.

**Exception:** Existing systems need not comply unless the total building or fire alarm system remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

**1103.7.7.1 Communication requirements.** Refer to Section 907.6.6 for applicable requirements.

**Section 1107 'MODIFICATION AND ALTERATIONS' is hereby amended to read as follows:**

## **SECTION 1107 MODIFICATION AND ALTERATIONS**

**1107.1 Automatic sprinkler systems.** Automatic sprinkler systems shall be provided throughout a building per Section 903 where:

1. The work area is required to be provided with automatic sprinkler protection in accordance with this Code; and,
2. The work area exceeds 50 percent of the building's floor area; or, in multi-level buildings where the work area on any floor exceeds 50 percent of that floor area.

**1107.1.1 Five thousand (5,000) square feet.** An automatic fire protection system shall be installed throughout existing buildings enlarged to 5,000 square feet or greater, regardless of its current square footage. For the purpose of this provision, new and/or existing fire wall shall not define separate buildings. Building area is defined by the reflection of the roof, commonly referred to as "drip line."

**1107.2 Standpipes.** Standpipe systems shall be provided throughout a building where:

1. The work area is required to be provided with automatic sprinkler protection per this section, and
2. Standpipes would be required in accordance with this Code.

**1107.3 Fire alarm and detection.** An approved fire alarm and detection systems shall be installed where:

1. The work area is required to be provided with fire alarm and detection system in accordance with this Code; or,
2. The work area exceeds 50 percent of the building's floor area; or, in multi-level buildings where the work area on any floor exceeds 50 percent of that floor area.

**1107.4 Cumulative work.** Where the cumulative work over a period of time is greater than or equal to 50 percent of the building's initial floor area, the provisions of this section shall apply. Initial building floor area shall be determined by the building's original, or oldest available, building permit construction documents.

**1107.5 Change of use.** Where a change of use or hazard occurs, all provisions of this Code shall be required consistent with the new use.

**Section 1203 is hereby changed and added to read as follows:**

**1203.1.1** {No change.}

**1203.1.2** {No change.}

**1203.1.3 Installation.** Emergency power systems and standby power systems shall be installed in accordance with the International Building Code, NFPA 70, NFPA 110, and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

**1203.1.4** {No change.}

**1203.1.5 Load Duration.** Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged unless specified otherwise in this code.

**Exception:** Where the system is supplied with natural gas from a utility provider and is approved.

**1203.1.6 through 1203.1.9** {No changes to these sections.}

**1203.1.10 Critical Operations Power Systems (COPS).** Critical Operations Power Systems are necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

**1203.2 Where Required.** Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.1826 or elsewhere identified in this code or any other referenced code.

**1203.2.1 through 1203.2.3** {No change.}

**1203.2.4 Emergency Voice/Alarm Communications Systems.** Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

1. Covered and Open Malls, Section 907.2.20 and 914.2
2. Group A Occupancies, Sections 907.2.1 and 907.5.2.2
3. Special Amusement Areas, Section 907.2.12 and 914.7
4. High-rise Buildings, Section 907.2.13 and 914.3
5. Atriums, Section 907.2.14 and 914.4

6. Deep Underground Buildings, Section 907.2.19 and 914.5

**1203.2.5 through 1203.2.14** {No change.}

**1203.2.15 Means of Egress Illumination.** Emergency power shall be provided for means of egress illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

**1203.2.16 Membrane Structures.** Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the International Building Code. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

**1203.2.17** {No change.}

**1203.2.18 Smoke Control Systems.** Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

1. Covered Mall Building, International Building Code, Section 402.7
2. Atriums, International Building Code, Section 404.7
3. Underground Buildings, International Building Code, Section 405.8
4. Group I-3, International Building Code, Section 408.4.2
5. Stages, International Building Code, Section 410
6. Special Amusement Areas (as applicable to Group A's), International Building Code, Section 411
7. Smoke Protected Seating, Section 1030.6.2

**1203.2.19** {No change.}

**1203.2.20 Covered and Open Mall Buildings.** Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.

**1203.2.21 Airport Traffic Control Towers.** A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment, and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

**1203.2.22 Smokeproof Enclosures and Stair Pressurization Alternative.** Standby power shall be provided for smokeproof enclosures, stair pressurization alternative, and associated automatic fire detection systems as required by the International Building Code, Section 909.20.7.2.

**1203.2.23 Elevator Pressurization.** Standby power shall be provided for the elevator pressurization system as required by the International Building Code, Section 909.21.5.

**1203.2.24 Elimination of Smoke Dampers in Shaft Penetrations.** Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the International Building Code, Section 717.5.3, exception 2.3.

**1203.2.25 Common Exhaust Systems for Clothes Dryers.** Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the International Mechanical Code, Section 504.11, Item 7.

**1203.2.26 Means of Egress Illumination in Existing Buildings.** Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the *fire code official*. (90 minutes in I-2, 60 minutes elsewhere.)

**1203.3 through 1203.6** {No change.}

**Section 2304.1 Supervision of Dispensing is hereby amended to read as follows:**

**2304.1 Supervision of Dispensing.** The dispensing of fuel at motor fuel-dispensing facility shall be in accordance with the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

Any time the qualified attendant of item 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

**Section 2401.2 Non-Applicability is hereby deleted in its entirety.**

**Section 3103.3.1 Special amusement area, delete this section in its entirety**

**Table 3206.2 General Fire Protection and Life Safety Requirements, footnote h. is hereby amended to read as follows:**

- h. Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 ( $m \cdot s$ )  $1/2$  or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

**Table 3206.2 General Fire Protection and Life Safety Requirements is hereby amended to add footnote j to row titled 'High Hazard' and 'Greater than 300,000' to read as follows:**

- j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the International Building Code shall be used to divide high-piled storage exceeding 500,000 square feet in area.

**Section 3311.1 Required Access *change to read as follows:***

**Section 3311.1 Required access.** Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 50 feet of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to

the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an *approved* sign.

**Section 3311.3 is hereby added to read as follows:**

**Section 3311.3 Addressing.** Project name and address for all construction sites shall be posted such that it can be legible and distinguishable from the public street and/or fire lane. The *fire code official* is permitted to require modification and additions to the temporary construction signs as needed.

**Section 5307.3 is hereby amended to add a paragraph to read as follows:**

Where it is deemed necessary by the *fire code official* existing occupancies shall comply with Section 5307 within 18 months of notification.

**Section 5307.3.2; is hereby amended by adding subsections 1.1 and 2.1 to read as follows:**

1.1 Where an automatic fire alarm is installed the system shall send a supervisory signal upon detection of a carbon dioxide concentration of 5,000 ppm (9,000 mg/m<sup>3</sup>).

2.1 Where an automatic fire alarm is installed the system shall send an alarm signal upon detection of a carbon dioxide concentration of 30,000 ppm (54,000 mg/m<sup>3</sup>).

**Section 5307.4.3; is hereby amended by adding subsections 1.1 and 2.1 to read as follows:**

1.1 Where an automatic fire alarm is installed the system shall send a supervisory signal upon detection of a carbon dioxide concentration of 5,000 ppm (9,000 mg/m<sup>3</sup>).

2.1 Where an automatic fire alarm is installed the system shall send an alarm signal upon detection of a carbon dioxide concentration of 30,000 ppm (54,000 mg/m<sup>3</sup>).

**Section 5601.1.3 is hereby amended to read as follows:**

**5601.1.3 Fireworks.** The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

**Exceptions:**

1. Only when approved for fireworks displays, the storage and handling of fireworks as allowed in Section 5604 and 5608.
2. The use of fireworks for approved fireworks displays as allowed in Section 5608.

The presence or use of fireworks within the jurisdiction of the Town of Prosper in violation of this Ordinance is hereby declared to be a common and public nuisance. The restrictions of this section shall be applicable and in force throughout the territory of the Town of Prosper, Texas, and extending for a distance outside the Town limits for a total of 5,000 feet (5,000'); provided that this section shall not be in effect within any portion of such 5,000 feet (5,000') area which is contained within the territory of any other municipal corporation. The owner, lessee or occupant of the property or structure where fireworks are being stored or used shall be deemed responsible for violating this section.



**Section 5601.7.1 shall be added to read as follows:**

**5601.7.1 Documentation.** The Fire Marshal or designee may seize and destroy illegal fireworks prior to a court appearance and photographs of such seized and destroyed fireworks will provide sufficient evidence of a violation of Section 3301.1.3 for the municipal court.

**Section 5703.6; add sentence to end of paragraph to read as follows:**

An *approved* method of secondary containment shall be provided for underground tank and piping systems.

**Section 5704.2.9.5 is hereby amended to read as follows:**

**5704.2.9.5 Above-ground tanks inside of buildings.** Above- ground tanks inside of buildings shall comply with Sections 5704.2.9.5.1 through 5704.2.9.5.3.

**Section 5704.2.9.5 is hereby amended by adding a new Section 5704.2.9.5.3 to read as follows:**

**5704.2.9.5.3 Combustible liquid storage tanks inside of buildings.** The maximum aggregate allowable quantity limit shall be 3,000 gallons (11 356 L) of Class II or III combustible liquid for storage in protected aboveground tanks complying with Section 3404.2.9.7 when all of the following conditions are met:

1. The entire 3,000-gallon (11 356 L) quantity shall be stored in protected above-ground tanks.
2. The 3,000-gallon (11 356 L) capacity shall be permitted to be stored in a single tank or multiple smaller tanks.
3. The tanks shall be located in a room protected by an automatic sprinkler system complying with Section 903.3.1.1; and
4. Tanks shall be connected to fuel-burning equipment, including generators, utilizing an approved closed piping system.

The quantity of combustible liquid stored in tanks complying with this section shall not be counted towards the maximum allowable quantity set forth in Table 5003.1.1(1), and such tanks shall not be required to be located in a control area. Such tanks shall not be located more than two stories below grade.

**Section 5704.2.11.4 Leak Prevention is hereby amended to read as follows:**

**Section 5704.2.11.4 Leak prevention.** Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.

**Section 5704.2.11.4.2 Leak Detection is hereby amended to read as follows:**

**5704.2.11.4.2 Leak detection.** Underground storage tank systems shall be provided with an approved method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

**Section 5704.2.11.4.3 Observation Wells is hereby added to read as follows:**

**5704.2.11.4.3 Observation wells.** Approved sampling tubes of a minimum 4 inches (4") in

diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches (12") below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling sump at the corners of the excavation with a minimum of four (4) sumps. Sampling tubes shall be placed in the product line excavation within 10 feet (10') of the tank excavation and one every 50 feet (50') routed along product lines towards the dispensers, and a minimum of two (2) are required.

**Section 5707.4 Mobile Fueling Areas add paragraph to read as follows:**

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

**Section 6103.2.1.8. is hereby added to read as follows:**

**6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies.** Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet (20').

**Section 6104.2, add Exception 2. to read as follows:**

**Exceptions:**

1. *{existing text unchanged}*
2. Except as permitted in Sections 308 and 6104.3.3, LP-gas containers are not permitted in residential areas.

**Section 6104.3.3 is hereby added to read as follows:**

**6104.3.3 Spas, pool heaters and other listed devices.** Where natural gas service is not available, LP-Gas containers are allowed to be used to supply spa and pool heaters or other listed devices. Such containers shall not exceed 250-gallon water capacity. See Table 6104.3 for location of containers.

**Exception:** Lots where LP-Gas can be off loaded wholly on the property where the tank is located may install 500 gallons aboveground or 1,000 gallon underground approved containers.

**Section 6107.4 is hereby amended to read as follows:**

**6107.4 Protecting Containers from Vehicles.** Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators, and piping shall be protected in accordance with Section 312.

**Section 6109.13 is hereby amended to read as follows:**

**6109.13 Protection of Containers.** LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

**Section B105.1 Exception shall be amended to read as follows:**

**Exception:** A reduction in required fire-flow of up to 50 percent (50%), as approved, is allowed when the building is equipped with an approved automatic sprinkler system.

**Section B105.2 is hereby amended by establishing an Exception to read as follows:**

**Exception:** A reduction in required fire-flow of up to 50 percent (50%), as approved, is allowed when the building is provided with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2. The resulting fire-flow shall not be less than 1,500 gallons per minute for the prescribed duration as specified in Table B105.1.

**Table B105.2 is hereby amended by amending Footnote “a.” to read as follows:**

- a. The reduced fire-flow shall not be less than 1,500 gallons per minute.

**Section D102.1 is hereby amended to read as follows:**

**D102.1 Access and loading.** Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 85,000 pounds.

Section D103.4 is amended to read as follows:

**D103.4 Dead ends.** Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.

**TABLE D103.4  
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS**

<b>LENGTH (feet)</b>	<b>WIDTH (feet)</b>	<b>TURNAROUNDS REQUIRED</b>
0–150	24	None required
151–500	24	120-foot Hammerhead, 60-foot “Y” or 100-foot diameter cul-de-sac in accordance with <u>Figure D103.1</u>
501–750	26	120-foot Hammerhead, 60-foot “Y” or 100-foot diameter cul-de-sac in accordance with <u>Figure D103.1</u>
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

**Section D103.5 is amended to read as follows:**

**Section D103.5 Fire apparatus access road gates.** Fire apparatus access road gates shall meet the MFD-FMO Gate Access Guide.

**Section D103.6 is hereby amended to read as follows:**

**D103.6 Marking.** Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or

prohibit the obstruction thereof. Striping, signs, and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

**(1) Striping** – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

**(2) Signs** – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

{Figure D103.6 Unchanged}

**Section D103.6.1 and D103.6.2 are deleted in their entirety.**

**Section D104.2 is hereby amended by deleting the Exception in its entirety.**

**Section D104.3 is hereby amended to read as follows:**

**D104.3 Remoteness.** Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as approved by the *fire code official*.

**Section D105.3 is hereby amended to read as follows:**

**D105.3 Proximity to building.** Unless otherwise approved by the *fire code official*, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building and shall be positioned parallel to one entire long side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the *fire code official*. Fire lanes in the direct proximity of the building not deemed to be the AAFL shall be 26 ft. wide.

**Section D106.3 is hereby amended to read as follows:**

**D106.3 Remoteness.** Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the *fire code official*.

**Section D107.2 is hereby amended to read as follows:**

**D107.2 Remoteness.** Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall

diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the *fire code official*.

**Section J101.1 is hereby amended to read as follows:**

**J101.1 Scope.** New buildings shall have a building information sign(s), when required by the *Fire code official* that shall comply with Sections J101.1 through J101.7. Existing buildings shall be brought into compliance, when required by the *Fire code official*, with Sections J101.1 through J101.9 when one of the following occurs:

*{remainder unchanged}*

**Section L101.2 is hereby added to read as follows:**

**L101.2 Required locations.** A FARS shall be provided in all new construction when any one of the following conditions occur:

1. Any new building 5 or more stories in height from the lowest level of fire department access.
2. Any building determined to be a high-rise.
3. Any new building with 2 or more floors below grade.
4. Any new building 500,000 square feet or more in size.
5. Any new R-2 occupancy, or mixed-use occupancy, in which the total fire area exceeds 400,000 sq. ft. and is 4 or more stories or more from the lowest level of fire department access.

**L103.4 is added to read as follows:**

**L103.4 Submittals.** Plans and specifications shall be from a Firefighter Air Replenishment company and sealed by a Texas licensed PE.

**Section L104.5 is amended to read as follows:**

**L104.5 Breathing air supply.** The FARS shall be supplied by a minimum of one external mobile air connection in accordance with Section L104.14. Additional external mobile air connection may be required depending on the size of the facility and complexity. A stored pressure air supply shall be supplied by an external mobile air connection provided a means to bypass the stored pressure air supply located at the external mobile air connection.

**Section L104.13.1 is hereby amended to read as follows:**

**L104.13.1 Location.** Each stairwell shall have a supply riser. Fill stations for refilling breathing air cylinders shall be located as follows or otherwise as required by the *fire code official*:

1. Multi-level Buildings.
  - a. Single stairwell, on all even floor levels.
  - b. Two stairwells, on alternated floors between the stairwells
  - c. Three or more stairwells.
    - i. Central stairwell on all floors.
    - ii. Alternating floors in other stairwells as determined by the *fire code official*.
2. Large-area Buildings
  - a. At interior structural support columns, adjacent to interior fire department hose



valves.

The *fire code official* is authorized to require additional fill stations based on the occupancy, layout, use, or hazard.

**Section L101.13.4 is hereby added to read as follows:**

**L101.13.4 Identification.** In large area buildings, the adjacent standpipe drops shall be identified with a white 4-inch and a red 4-inch diamond grade reflective striping at 8-feet AFF and at ceiling level. Where only a standpipe drop is on a column, a red 4-inch diamond grade reflective striping shall be provided on the drop at the same levels. Signage shall be provided at the corresponding doors to the stairwells to indicate if a fill station is located there on the respective floor level

**Section L104.5.1 is hereby amended to read as follows:**

**L104.5.1 Stored pressure air supply.** A stored pressure air supply shall be required and designed based on Chapter 24 of NFPA 1901 except provisions applicable only to mobile apparatus or not applicable to system design shall not apply. A stored pressure air supply shall be capable of refilling not less than 50 empty breathing air cylinders.

**Section L104.5.1.2 is hereby added to read as follows:**

**L104.5.1.2 Location.** Stored pressure air supply shall be located in a dedicated FARS room in a location determined acceptable by the *fire code official*. The FARS room shall be of sufficient size, but in no case shall be smaller than 100 sq. ft. with minimum interior dimensions of 10 ft.

**Section L104.14.1 is amended to read as follows:**

**L104.14.1 Location.** The external mobile air connection shall be located with approved separation from the Fire Department Connection (FDC) to allow functionality of both devices by first responders; shall be visible from and within 50 ft. of a fire apparatus access road along an unobstructed path; and shall be located in an approved signed, secured cabinet. Location shall be approved by the *fire code official*.

**Sec. 5.03.003 Penalty.**

Any person, firm, corporation or business entity violating this article shall be deemed guilty of a misdemeanor, and upon conviction therefor, shall be fined a sum not exceeding \$2,000.00, and each and every day that such violation continues shall be considered a separate offense; provided, however, that such penal provision shall not preclude a suit to enjoin such violation. The town retains all legal rights and remedies available to it pursuant to local, state and federal law."

## **SECTION 4**

The North Central Texas Council of Governments Region recommended Amendments that are attached hereto as Attachment A and incorporated herein as set forth in this Ordinance are also on file in the office of the Town Secretary for permanent record and inspection. In the event of a conflict between the wording of any amendments to the International Fire Code, 2021 Edition, set out in this Ordinance and the amendments set out in the NCTCOG Amendments adopted by this Ordinance, the wording of the Amendments set out in this Ordinance shall control.

## **SECTION 5**

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

## **SECTION 6**

Any person, firm, corporation, or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction, therefore, shall be fined a sum not exceeding Two Thousand Dollars (\$2,000.00), and each and every day that such violation continues shall be considered a separate offense; provided, however, that such penal provision shall not preclude a suit to enjoin such violation. The Town of Prosper retains all legal rights and remedies available to it pursuant to local, state, and federal law.

## **SECTION 7**

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. Prosper hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

## **SECTION 8**

This Ordinance shall take effect and be in full force from and after its passage and publication, as provided by the Revised Civil Statutes of the State of Texas and the Home Rule Charter of the Town of Prosper, Texas.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF PROSPER, TEXAS, ON THIS 24TH DAY OF JANUARY, 2023.**

**APPROVED:**

\_\_\_\_\_  
**David F. Bristol, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Michelle Lewis Sirianni, Town Secretary**

**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**

## TOWN OF PROSPER, TEXAS

ORDINANCE NO. 2023-\_\_

**AN ORDINANCE OF THE TOWN OF PROSPER, TEXAS, REPEALING ARTICLE 3.06, "ELECTRICITY," OF CHAPTER 3, "BUILDING REGULATIONS," OF THE CODE OF ORDINANCES OF THE TOWN OF PROSPER, TEXAS, AND REPLACING IT WITH A NEW ARTICLE 3.06, "ELECTRICAL CODE"; ADOPTING THE 2020 EDITION OF THE NATIONAL ELECTRICAL CODE, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; REGULATING THE CONSTRUCTION, ALTERATION, REMOVAL, USE, AND MAINTENANCE OF ANY ELECTRICAL WIRING, APPARATUS, DEVICE, AND/OR SYSTEMS WITHIN THE TOWN OF PROSPER; 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 it would be advantageous and beneficial to the citizens of Prosper to repeal the existing Article 3.06, "Electricity," of the Code of Ordinances and replace it with a new Article 3.06, "Electricity"; and,

**WHEREAS**, the Town Council has also investigated and determined that it would be advantageous and beneficial to the citizens of Prosper to adopt the 2020 Edition of the National Electrical Code, save and except the amendments and deletions set forth below.

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

### **SECTION 1**

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

### **SECTION 2**

Existing Article 3.06, "Electricity," of Chapter 3, "Building Regulations," of the Code of Ordinances of the Town of Prosper, Texas, is hereby repealed in its entirety and replace with a new Article 3.06, "Electrical Code," to read as follows:

#### **"ARTICLE 3.06 ELECTRICAL CODE**

##### **Sec. 3.06.001 Code Adopted; amendments**

The National Electrical Code, 2020 Edition, copyrighted by National Fire Protection Association, save and except the deletions and amendments set forth in Exhibit "A," attached hereto and incorporated herein for all purposes, is hereby adopted as the Electrical Code for the Town, regulating the construction, alteration, removal, use, and/or maintenance of any electrical wiring, apparatus, device, or system within the Town (the "2020 National Electrical Code"). The 2020

National Electrical Code is made a part of this Article as if fully set forth herein. A copy of the National Electrical Code, 2020 Edition, copyrighted by the National Fire Protection Association, is on file in the office of the Town Secretary of Prosper being marked and so designated as the 2020 National Electrical Code.”

### **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 on April 1, 2023 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 24TH DAY OF JANUARY, 2023.**

\_\_\_\_\_  
David F. Bristol, Mayor

**ATTEST:**

\_\_\_\_\_  
Michelle Lewis Sirianni, Town Secretary



**APPROVED AS TO FORM AND LEGALITY:**

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**Terrence S. Welch, Town Attorney**

**Exhibit A**  
**Town of Prosper Amendments to the**  
**2020 National Electrical Code**

**The following additions, deletions, and amendments to the 2020 National Electrical Code are hereby approved and adopted.**

**Article 100; add the following to definitions:**

**Engineering Supervision.** Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations.

**Article 410.118; change to read as follows:**

**410.118 Access to other boxes.**

Luminaires recessed in the ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.

**Exception:** removable luminaires with a minimum measurement of 22 in. X 22 in. shall be permitted to be used as access to outlet, pull, junction boxes or conduit bodies.

**Article 500.8 (A) (3); change to read as follows:**

**500.8 Equipment.**

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

**(A) Suitability.** Suitability of identified equipment shall be determined by one of the following:

- (1) Equipment listing or labeling;
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation; or,
- (3) Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation or an engineering judgment signed and sealed by a qualified licensed Professional Engineer in the State of Texas.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

**Article 505.7 (A); change to read as follows:**

**505.7 Special Precaution.**

Article 505 requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Low ambient conditions require special consideration. Electrical equipment depending on the protection techniques described by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

**(A) Implementation of Zone Classification System.** Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a qualified licensed Professional Engineer in the State of Texas.

**Article 695.6 A 1; change to read as follows:**

**695.6 (A) Supply Conductors.**

**(1) Services and On-Site Power Production Facilities.**

Service conductors and conductors supplied by on-site power production facilities shall be physically routed outside a building(s) and shall be installed as service-entrance conductors in accordance with 230.6, 230.9, and Parts III and IV of Article 230. Where supply conductors cannot be physically routed outside of buildings, the conductors shall be permitted to be routed through the building(s) where installed in accordance with 230.6(1) or (2).

*{delete exception}*

**Informative Annex H Administration and Enforcement of the 2020 National Electrical Code is amended to read as follows:**

**SCOPE, APPLICATION AND ADMINISTRATION**

**SECTION 101 GENERAL**

**[AH] 101.1 Title.** These regulations shall be known as the Electrical Code of the Town of Prosper hereinafter referred to as "this Code."

**[AH] 101.2 Scope.** The provisions of this Code shall apply to the erection, installation, alteration, repairs, relocation, replacement, addition to, use, or maintenance of electrical systems within this jurisdiction. This Code shall also regulate the installation of electrical conductors, equipment, and raceways; signaling and communications conductors, equipment, and raceways; and optical fiber cables and raceways as identified in Article 90 of this Code. Provisions in the appendices shall not apply unless specifically adopted.

**[AH] 101.3 Intent.** The purpose of this Code is to provide minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance, or use of electrical systems and equipment.

**[AH] 101.4 Severability.** If any section, subsection, sentence, clause or phrase of this Code is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Code.

## **SECTION 102 APPLICABILITY**

**[AH] 102.1 General.** Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall govern. Where, in any specific case, different sections of this code specify different materials, methods of construction, or other requirements, the most restrictive shall govern.

**[AH] 102.2 Existing installations.** Electrical systems lawfully in existence at the time of the adoption of this Code shall be permitted to have their use and maintenance continued if the use, maintenance, or repair is in accordance with the original design and no hazard to life, health, or property is created by such electrical system.

**[AH] 102.3 Maintenance.** All electrical systems, materials, and appurtenances, both existing and new, and all parts thereof, shall be maintained in proper operating condition in accordance with the original design in a safe condition. All devices or safeguards required by this Code shall be maintained in compliance with the code edition under which they were installed. The owner or the owner's designated agent shall be responsible for maintenance of electrical systems. To determine compliance with this provision, the Code Official shall have the authority to require any electrical system to be reinspected.

**[AH] 102.4 Additions, alterations, or repairs.** Additions, alterations, renovations, or repairs to any electrical system shall conform to that required for a new electrical system without requiring the existing electrical system to comply with all the requirements of this Code unless determined by the Code Official that it is necessary to change part of or all of the existing electrical system to safeguard life or limb, health, property, and public welfare. Additions, alterations, or repairs shall not cause an existing system to become unsafe, insanitary, or overloaded. Minor additions, alterations, renovations, and repairs to existing electrical systems shall meet the provisions for new construction, unless such work is done in the same manner and arrangement as was in the existing system, is not hazardous and is approved.

**[AH] 102.5 Change in occupancy.** It shall be unlawful to make any change in the occupancy of any structure that will subject the structure to any special provision of this Code applicable to the new occupancy without approval of the Code Official. The Code Official shall certify that such structure meets the intent of the provisions of law governing building construction for the proposed new occupancy and that such change of occupancy does not result in any hazard to the public health, safety, or welfare.

**[AH] 102.6 Historic buildings.** The provisions of this Code relating to the construction, alteration, repair, enlargement, restoration, relocation, or moving of buildings or structures shall not be mandatory for existing buildings or structures identified and classified by the state or local jurisdiction as historic buildings when such buildings or structures are judged by the Code Official to be safe and in the public interest of health, safety, and welfare regarding any proposed construction, alteration, repair, enlargement, restoration, relocation, or moving of buildings.

**[AH] 102.7 Moved buildings.** Except as determined by Section 102.2, electrical systems that are a part of buildings or structures moved into or within the jurisdiction shall comply with the provisions of this Code for new installations.

**[AH] 102.8 Referenced codes and standards.** The codes and standards referenced in this Code, when specifically adopted, shall be considered as part of the requirements of this Code to the prescribed extent of each such reference. Where the differences occur between provisions of this Code and the referenced standards, the provisions of this Code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well.

**[AH] 102.8.1 Conflicts.** Where conflicts occur between provisions of this Code and the referenced standards, the provisions of this code shall apply.

**[AH] 102.8.2 Provisions in referenced codes and standards.** Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this Code, the provisions of this Code, as applicable, shall take precedence over the provisions in the referenced code or standard.

**[AH] 102.9 Requirements not covered by code.** Any requirements necessary for the strength, stability, or proper operation of an existing or proposed electrical system, or for the public safety, health, and general welfare, not specifically covered by this code shall be determined by the Code Official.

**[AH] 102.10 Other laws.** The provisions of this Code shall not be deemed to nullify any provisions of local, state, or federal law.

**[AH] 102.11 Application of references.** Reference to chapter section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this Code.

## **SECTION 103 DEPARTMENT OF ELECTRICAL INSPECTION**

**[AH] 103.1 General.** The department of electrical inspection is hereby created and the executive official in charge thereof shall be known as the Code Official.

**[AH] 103.2 Appointment.** The Code Official shall be appointed by the chief appointing authority of the jurisdiction.

**[AH] 103.3 Deputies.** In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Code Official shall have the authority to appoint a Deputy Code Official, other related technical officers, inspectors, and other employees. Such employees shall have powers as delegated by the Code Official.

**[AH] 103.4 Liability.** The Code Official, member of the Board of Appeals, or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against any officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this Code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The Code Official or any subordinate shall not be liable for costs in any action, suit, or proceeding that is instituted in pursuance of the provisions of this Code.

## **SECTION 104 DUTIES AND POWERS OF THE CODE OFFICIAL**

**[AH] 104.1 General.** The Code Official is hereby authorized and directed to enforce the provisions of this Code. The Code Official shall have the authority to render interpretations of this Code and to adopt policies



and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall be in compliance with the intent and purpose of this Code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this Code.

**[AH] 104.2 Applications and permits.** The Code Official shall receive applications, review construction documents, and issue permits for the installation and alteration of electrical systems, inspect the premises for which such permits have been issued, and enforce compliance with the provisions of this Code.

**[AH] 104.3 Inspections.** The Code Official shall make all the required inspections, or shall accept reports of inspection by approved agencies or individuals. All reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Code Official is authorized to engage such expert opinion as deemed necessary to report on unusual technical issues that arise, subject to the approval of the appointing authority.

**[AH] 104.4 Right of entry.** Whenever it is necessary to make an inspection to enforce the provisions of this Code, or whenever the Code Official has reasonable cause to believe that there exists in any building or upon any premises any conditions or violations of this Code that make the building or premises unsafe, dangerous, or hazardous, the Code Official shall have the authority to enter the building or premises at all reasonable times to inspect or to perform the duties imposed upon the Code Official by this Code. If such building or premises is occupied, the Code Official shall present credentials to the occupant and request entry. If such building or premises is unoccupied, the Code Official shall first make a reasonable effort to locate the owner or other person having charge or control of the building or premises and request entry. If entry is refused, the Code Official shall have recourse to every remedy provided by law to secure entry. When the Code Official shall have first obtained a proper inspection warrant or other remedy provided by law to secure entry, no owner, occupant, or person having charge, care, or control of any building or premises shall fail or neglect, after proper request is made as herein provided, to promptly permit entry therein by the Code Official for the purpose of inspection and examination pursuant to this Code.

**[AH] 104.5 Identification.** The Code Official shall carry proper identification when inspecting structures or premises in the performance of duties under this Code.

**[AH] 104.6 Notices and orders.** The Code Official shall issue all necessary notices or orders to ensure compliance with this Code.

**[AH] 104.7 Department records.** The Code Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for the retention of public records.

## SECTION 105 APPROVAL

**[AH] 105.1 Modifications.** Whenever there are practical difficulties involved in carrying out the provisions of this Code, the Code Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Code Official shall first find that special individual reason makes the strict letter of this Code impractical, the modification conforms to the intent and purpose of this Code, and that such modification does not lessen health, life, and fire safety requirements. The details of action granting modifications shall be recorded and entered in the files of the electrical inspection department.

**[AH] 105.2 Alternative materials, methods, and equipment.** The provisions of this Code are not intended to prevent the installation of any material or to prohibit any method of construction not specifically prescribed by this Code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved when the Code Official finds that the proposed alternative material, method,

or equipment complies with the intent of the provisions of this Code and is at least the equivalent of that prescribed in this Code.

**[AH] 105.2.1 Research reports.** Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this Code, shall consist of valid research reports from approved sources.

**[AH] 105.3 Required testing.** Whenever there is insufficient evidence of compliance with the provisions of this Code, evidence that a material or method does not conform to the requirements of this Code, or in order to substantiate claims for alternate materials or methods, the Code Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction.

**[AH] 105.3.1 Test methods.** Test methods shall be as specified in this Code or by other recognized test standards. In the absence of recognized and accepted test methods, the Code Official shall approve the testing procedures.

**[AH] 105.3.2 Testing agency.** All tests shall be performed by an approved agency.

**[AH] 105.3.3 Test reports.** Reports of tests shall be retained by the Code Official for the period required for retention of public records.

**[AH] 105.4 Approved materials and equipment.** Materials, equipment, and devices approved by the Code Official shall be constructed and installed in accordance with such approval.

**[AH] 105.4.1 Material and equipment reuse.** Materials, equipment, and devices shall not be reused unless such elements have been reconditioned, tested, placed in good and proper working condition, and approved.

## SECTION 106 PERMITS

**[AH] 106.1 When required.** Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert, or replace any electrical system, the installation of which is regulated by this Code, or to cause any such work to be done, shall first make application to the Code Official and obtain the required permit for the work.

**[AH] 106.2 Exempt work.** The following work shall be exempt from the requirement for a permit:

1. The work identified in Article 90.2(8) as not being covered by this Code.

**[AH] 106.3 Application for permit.** Each application for a permit, with the required fee, shall be filed with the Code Official on a form furnished for that purpose and shall contain a general description of the proposed work and its location. The application shall be signed by the owner or an authorized agent. The permit application shall indicate the proposed occupancy of all parts of the building and of that portion of the site or lot, if any, not covered by the building or structure and shall contain such other information required by the Code Official.

**[AH] 106.3.1 Construction documents.** Construction documents, engineering calculations, diagrams and other such data shall be submitted, as required by the Code Official, with each application for a permit. The Code Official shall require construction documents, computations, and specifications to be prepared and designed by a registered design professional when required by state law. Construction documents shall be drawn to scale and shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and show in detail that the work conforms to the provisions of this Code. Construction documents

for buildings more than two (2) stories in height shall indicate where penetrations will be made for pipes, conduits, wiring, equipment, fittings, and components and shall indicate the materials and methods for maintaining required structural safety, fire-resistance rating, and fireblocking.

**Exception:** The Code Official shall have the authority to waive the submission of construction documents, calculations, or other data if the nature of the work applied for is such that reviewing of construction documents is not necessary to determine compliance with this Code.

**[AH] 106.3.2 Preliminary inspection.** Before a permit is issued, the Code Official is authorized to inspect and evaluate the systems, equipment, buildings, devices, premises, and spaces, or areas to be used.

**[AH] 106.3.3 Time limitation of application.** An application for a permit for any proposed work shall be deemed to have been abandoned one hundred eighty (180) days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Code Official shall have the authority to grant one (1) or more extensions of time for additional periods not exceeding ninety (90) days each. The extension shall be requested in writing and justifiable cause demonstrated.

**[AH] 106.4 By whom application is made.** Application for a permit shall be made by the person or agent to install all or part of any electrical system. The applicant shall meet all qualifications established by statute, by rules promulgated by this Code, by Ordinance, or by Resolution. The full name and address of the applicant shall be stated in the application.

**[AH] 106.5 Permit issuance.** The application, construction documents, and other data filed by an applicant for permit shall be reviewed by the Code Official. If the Code Official finds that the proposed work conforms to the requirements of this Code and all laws and ordinances applicable thereto, and that the fees specified in Section 106.6 have been paid, a permit shall be issued to the applicant.

**[AH] 106.5.1 Approved construction documents.** When the Code Official issues the permit where construction documents are required, the construction documents shall be endorsed in writing and stamped "APPROVED." Such approved construction documents shall not be changed, modified, or altered without authorization from the Code Official. All work shall be done in accordance with the approved construction documents. The Code Official shall have the authority to issue a permit for the construction of a part of an electrical system before the entire construction documents for the whole system have been submitted or approved, provided adequate information and detailed statements have been filed complying with all pertinent requirements of this Code. The holders of such permit shall proceed at their own risk without assurance that the permit for the entire electrical system will be granted.

**[AH] 106.5.2 Validity.** The issuance of a permit or approval of construction documents shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this Code or any other ordinance of the jurisdiction. No permit presuming to give authority to violate or cancel the provisions of this Code shall be valid. The issuance of a permit based upon construction documents and other data shall not prevent the Code Official from thereafter requiring the correction of errors in said construction documents and other data or from preventing building operations being carried on thereunder when in violation of this Code or of other ordinances of this jurisdiction.

**[AH] 106.5.3 Expiration.** Every permit issued shall become invalid unless the work authorized by such permit is commenced within 180 days after the issuance, or if the work authorized by such permit is suspended, abandoned, or lacks any required inspection for a period of 180 days after the time the work is commenced. The Code Official is authorized to grant, in writing, one (1) or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

**[AH] 106.5.4 Extensions.** Any permittee holding an unexpired permit shall have the right to apply for an extension of the time within which the permittee will commence work under said permit when work is unable to be commenced within the time required by this Section for good and satisfactory reasons. The Code Official shall extend the time for action by the permittee for a period not exceeding 180 days if there is reasonable cause. No permit shall be extended more than once.

**[AH] 106.5.5 Suspension or revocation of permit.** The Code Official shall have the authority to suspend or revoke a permit issued under the provisions of this Code wherever the permit is issued in error or on the basis of incorrect, inaccurate, or incomplete information, or in violation of any ordinance, regulation or any of the provisions of this Code.

**[AH] 106.5.6 Retention of construction documents.** One (1) set of approved construction documents shall be retained by the Code Official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws. One (1) set of approved construction documents shall be kept on the site of the building or work at all times.

**[AH] 106.5.7 Previous approvals.** This Code shall not require changes in the construction documents, construction, or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this Code and has not been abandoned.

**[AH] 106.5.8 Posting of permit.** The permit or a copy shall be kept on the site of the work until the completion of the project.

**[AH] 106.6 Fees.** A permit shall not be issued until the fees prescribed in Section 106.6.2 have been paid, and an amendment to a permit shall not be released until the additional fee, if any, due to an increase of the electrical systems, has been paid.

**[AH] 106.6.1 Work commencing before permit issuance.** Any person who commences any work on an electrical system prior to obtaining the necessary permits shall be subject to 100% of the usual permit fee in addition to the required permit fees.

**[AH] 106.6.2 Fee schedule.** The fees for all electrical work shall be as indicated in the Town of Prosper Fee Schedule as adopted by the City Council.

**[AH] 106.6.3 Fee refunds.** The Code Official shall authorize the refunding of fees as follows:

1. The full amount of any fee paid hereunder that was erroneously paid or collected.
2. Not more than eighty percent (80%) of the permit fee paid when no work has been done under a permit issued in accordance with this Code.
3. Not more than eighty percent (80%) of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The Code Official shall not authorize the refunding of any fee paid except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

## **SECTION 107 INSPECTIONS AND TESTING**

**[AH] 107.1 General.** The Code Official is authorized to conduct such inspections as are deemed necessary to determine compliance with the provisions of this Code. Construction or work for which a permit is required shall be subject to inspection by the Code Official, and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be

construed to be an approval of a violation of the provisions of this Code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this Code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the Code Official nor the jurisdiction shall be liable for expenses entailed in the removal or replacement of any material required to allow inspection.

**[AH] 107.2 Required inspections and testing.** The Code Official, upon notification from the permit holder or the permit holder's agent, shall make the following inspections, such other inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or an agent of any violations that shall be corrected. The holder of the permit shall be responsible for the scheduling of such inspections.

1. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping and conduit installed, and before any backfill is put in place.
2. Rough-in inspection shall be made after the roof, framing, fireblocking, firestopping, draftstopping, and bracing is in place, all electrical systems are roughed-in, and prior to the installation of wall or ceiling membranes.
3. Final inspection shall be made after the building is complete, all electrical fixtures are in place and properly connected, and the structure is ready for occupancy.

**[AH] 107.2.1 Other inspections.** In addition to the inspections specified above, the Code Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this Code and other laws that are enforced.

**[AH] 107.2.2 Inspection requests.** It shall be the duty of the holder of the permit or their duly authorized agent to notify the Code Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this Code.

**[AH] 107.2.3 Approval required.** Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Code Official. The Code Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this Code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Code Official.

**[AH] 107.2.4 Approved agencies.** The Code Official is authorized to accept reports of approved inspection agencies, provided that such agencies satisfy the requirements as to qualifications and reliability.

**[AH] 107.2.5 Evaluation and follow-up inspection services.** Prior to the approval of a closed, prefabricated electrical system and the issuance of an electrical permit, the Code Official may require the submittal of an evaluation report on each prefabricated electrical system indicating the complete details of the electrical system, including a description of the system and its components, the basis upon which the electrical system is being evaluated, test results and similar information, and other data as necessary for the Code Official to determine conformance to this Code.

**[AH] 107.2.5.1 Evaluation service.** The Code Official shall designate the evaluation service of an approved agency as the evaluation agency, and review such agency's evaluation report for adequacy and conformance to this Code.

**[AH] 107.2.5.2 Follow-up inspection.** Except where ready access is provided to all electrical systems, service equipment, and accessories for complete inspection at the site without disassembly or dismantling, the Code Official shall conduct the frequency of in-plant inspections necessary to ensure conformance to



the approved evaluation report or shall designate an independent, approved inspection agency to conduct such inspections. The inspection agency shall furnish the Code Official with the follow-up inspection manual and a report of inspections upon request, and the electrical system shall have an identifying label permanently affixed to the system indicating that factory inspections have been performed.

**[AH] 107.2.5.3 Test and inspection records.** All required test and inspection records shall be available to the Code Official at all times during the fabrication of the electrical system and the erection of the building, or such records as the Code Official designates shall be filed.

**[AH] 107.3 Special inspections.** Special inspections of alternative engineered design electrical systems shall be conducted in accordance with Sections 107.3.1 and 107.3.2.

**[AH] 107.3.1 Periodic inspection.** The registered design professional or designated inspector shall periodically inspect and observe the alternative engineered design to determine that the installation is in accordance with the approved construction documents. All discrepancies shall be brought to the immediate attention of the electrical contractor for correction. Records shall be kept of all inspections.

**[AH] 107.3.2 Written report.** The registered design professional shall submit a final report in writing to the Code Official upon completion of the installation, certifying that the alternative engineered design conforms to the approved construction documents. A notice of approval for the electrical system shall not be issued until a written certification has been submitted.

**[AH] 107.4 Testing.** Electrical work and systems shall be tested as required by this Code and in accordance with Sections 107.4.1 through 107.4.3. Tests shall be made by the permit holder and observed by the Code Official.

**[AH] 107.4.1 New, altered, extended or repaired systems.** New electrical systems and parts of existing systems that have been altered, extended, or repaired shall be inspected and tested as required by the Code Official.

**[AH] 107.4.2 Equipment, material and labor for tests.** All equipment, material, and labor required for testing an electrical system or part thereof shall be furnished by the permit holder.

**[AH] 107.4.3 Reinspection and testing.** Where any work or installation does not pass any initial test or inspection, the necessary corrections shall be made to comply with this Code. The work or installation shall then be resubmitted to the Code Official for inspection and testing.

**[AH] 107.5 Approval.** After the prescribed tests and inspections indicate that the work complies in all respects with this Code, a notice of approval shall be issued by the Code Official.

**[AH] 107.5.1 Revocation.** The Code Official is authorized to, in writing, suspend or revoke a notice of approval issued under the provisions of this Code wherever the notice is issued in error, on the basis of incorrect information supplied, or where it is determined that the building or structure, premise or portion thereof is in violation of any ordinance or regulation or any of the provisions of this Code.

**[AH] 107.6 Temporary connection.** The Code Official shall have the authority to authorize the temporary connection of the building or system to the utility source for the purpose of testing electrical systems or for use under a temporary certificate of occupancy.

**[AH] 107.7 Connection of service utilities.** A person shall not make connections from a utility, source of energy, or power system to any building or system that is regulated by this Code for which a permit is required until authorized by the Code Official.

## SECTION 108 VIOLATIONS

**[AH] 108.1 Unlawful acts.** It shall be unlawful for any person, firm, or corporation to erect, construct, alter, repair, remove, demolish, or utilize any electrical system, or cause same to be done, in conflict with or in violation of any of the provisions of this Code.

**[AH] 108.2 Notice of violation.** The Code Official shall serve a notice of violation or order to the person responsible for the erection, installation, alteration, extension, repair, removal, or demolition of electrical work in violation of the provisions of this Code, in violation of a detail statement or the approved construction documents thereunder, or in violation of a permit or certificate issued under the provisions of this Code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

**[AH] 108.3 Prosecution of violation.** If the notice of violation is not complied with promptly, the Code Official shall request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct, or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this Code or of the order or direction made pursuant thereto.

**[AH] 108.4 Violation penalties.** Any person who shall violate a provision of this Code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, or repair electrical work in violation of the approved construction documents, directive of the Code Official, or of a permit or certificate issued under the provisions of this Code, shall be guilty of a misdemeanor and upon conviction may be fined up to the maximum amount allowed by Texas Law. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**[AH] 108.5 Stop work orders.** Upon notice from the Code Official, work on any electrical system that is being done contrary to the provisions of this Code or in a dangerous or unsafe manner shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the Code Official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as required herein by this Code.

**[AH] 108.6 Abatement of violation.** The imposition of the penalties herein prescribed shall not preclude the legal officer of the jurisdiction from instituting appropriate action to prevent unlawful construction or to restrain, correct, or abate a violation, to prevent illegal occupancy of a building, structure, or premises, or to stop an illegal act, conduct, business, or utilization of the electrical system on or about any premises.

**[AH] 108.7 Unsafe Electrical Systems.** Any electrical systems regulated by this Code that is unsafe, that constitutes a fire or health hazard, or is otherwise dangerous to human life is hereby declared unsafe. Any use of electrical systems regulated by this Code constituting a hazard to safety, health, or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage, or abandonment is hereby declared an unsafe use. Any such unsafe electrical system is hereby declared to be a public nuisance and shall be abated by repair, rehabilitation, demolition, or removal.

**[AH] 108.7.1 Authority to condemn equipment.** Whenever the Code Official determines that any electrical system, or portion thereof, regulated by this Code has become hazardous to life, health, or property the Code Official shall order in writing that such electrical system either be removed or restored to a safe condition. A time limit for compliance with such order shall be specified in the written notice. No person shall use or maintain a defective electrical system after receiving such notice. When such electrical

system is to be disconnected, written notice as prescribed in Section 108.2 shall be given. In cases of immediate danger to life or property, such disconnection shall be made immediately without such notice.

**[AH] 108.7.2 Authority to disconnect service utilities.** The Code Official shall have the authority to authorize disconnection of utility service to the building, structure, or system regulated by the technical codes in case of an emergency, where necessary, to eliminate an immediate danger to life or property. Where possible, the owner and occupant of the building, structure, or service system shall be notified of the decision to disconnect utility service prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure, or service systems shall be notified in writing, as soon as practical thereafter.

**[AH] 108.7.3 Connection after order to disconnect.** No person shall make connections from any energy or power supply system or supply energy or power supply to any equipment regulated by this Code that has been disconnected, ordered to be disconnected by the Code Official, or the use of which has been ordered to be discontinued by the Code Official until the Code Official authorizes the reconnection and use of such equipment. When any electrical system is maintained in violation of this Code, and in violation of any notice issued pursuant to the provisions of this Section, the Code Official shall institute any appropriate action to prevent, restrain, correct, or abate the violation.

## **SECTION 109 MEANS OF APPEAL**

**[AH] 109.1 Application for appeal.** Any person shall have the right to appeal a decision of the Code Official to the Board of Appeals as established by ordinance. The board shall be governed by the Town of Prosper's enabling ordinance.

**END**