AGENDA
Town Council
Monday, December 8, 2025
6:00 pm Work Session and 7:00 p.m. Regular Meeting
Sunnyvale Town Hall
127 N Collins Rd.
Sunnyvale, TX. 75182

A. Work Session - 6 p.m.

1. Discussion related to broadband services within the Town and item number K.7 on the regular agenda.

B. Regular Meeting - 7 p.m.

C. Invocation

D. Pledge of Allegiance

E. Call Meeting to Order

F. Announcements and Acknowledgements

Pursuant to Texas Government Code Section 551.0415 the Mayor, Council and Staff may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about upcoming Town Council events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

G. Public Comment

The Town Council invites citizens to address the Town Council on any matter, except items on the agenda and public hearings that are included on the agenda. Comments related to items on the agenda and public hearings will be heard when the specific item/hearing starts. Citizen comments are limited to three (3) minutes, unless otherwise required by law. To address the Council, please fill out a Public Comment Card and submit it to a staff member prior to the Public Comment section on the agenda. The Council is not permitted to take any action or discuss any item not listed on the agenda. Council may choose to place the item on a future agenda.

H. Recognitions

1. Recognition of Jerry Norris on his recent promotion to Corporal.

2. Recognition of multiple Sunnyvale football and cheerleading teams.

I. Presentations and Update

1. Update from the Fire Chief on the fire department and a recent house fire within the Town.

2. Presentation and discussion of the possibility of creating a Sunnyvale Youth Council.
Youth Council Presentation.pptx

J. Consent Agenda Items

1. Consider and act upon the minutes from the November 10, 2025 Town Council meeting.
Nov. 10, 2025 DRAFT Minutes.pdf

2. Consider and act upon Resolution 2025-23 indicating a final preference for the route of the proposed President George Bush Turnpike (PGBT) through Sunnyvale.
RES 2025-23 PGBT Alternate 1.doc
J.3_PGBT Alignments.png

3. Consider and act upon authorizing the purchase of additional traffic signal equipment for the Belt Line Intersection Improvement Project in an amount not to exceed $50,000 and authorizing the Interim Town Manager to execute all necessary documents.
0_CTC.pdf
0_SHI Quote-26557733.pdf

K. Public Hearing Items

1. Hold a public hearing, discuss, consider, and act upon the first reading of Ordinance 2025-18 regarding a Specific Use Permit (SUP) to allow for the sale of alcoholic beverages on property located at 129 N. Collins Road, which is zoned Local Retail (LR). **Case 1865-SUP/ Special Use Permit (SUP) The Assembly House Wine Co. at Park Square**.

   Notice Map
   Proposed Assembly House SUP Ordinance No. 2025-18
   Park Square Site Plan
   Current SUD Ordinance No. 20-30-Alcohol Sales for Settlers Table Restaurant
   Letter of Support

L. Discussion and Action Items

1. Discuss, consider and act upon a preliminary plat for Lot 1, Block 1, Clay Road Business Park, consisting of 32.47-acres tract of land, within Industrial (I) zoning district, located at 101 Clay Road. **Case 1849-PLT/Clay Road Business Park**

   Preliminary Plat

Map

2. Discuss, consider, and act upon a contract for professional services from KSA Engineers, INC. (a Pape-Dawson company) related to the design and construction of a new police department and animal services building, and authorize the Interim Town Manager to execute the contract in an amount not to exceed $1,314,110.

   Proposed Design Build Contract-KSA

3. Discuss, consider, and act upon authorizing the Interim Town Manager to enter into a professional services agreement with Cooksey Communications, to create the Sunnyvale Economic Development website and associated services, in an amount not to exceed $68,145.

   Cooksey Letter of Agreement for Sunnyvale EDC Website

4. Discuss, consider and act upon approval of electricity service proposal with Ammper Power and authorize the Interim Town Manager to execute the contract after legal review for up to 84 months at a rate not to exceed the current contracted price of 0.0777 per KWh.
   Energy Provider quotes.pdf
   Ammper Power, LLC Agreement.pdf

5. Discuss, consider and act upon Change Order #1 for the US 80 Water Line Relocations to authorize construction and engineering support services for looping the dead-end water main in an amount not to exceed $260,000 and authorize the Town Manager to execute all necessary documents.
   Change Order #1 Exhibit.pdf
   HWY 80 Change Order Additional Crossing 11-20-25.pdf

6. Discuss, consider and act upon a proposal from Harmoni Towers Comprehensive Wireless Coverage Improvements (Cellular and Broadband) and Multi-Tenant Communications Tower(s) Deployment in response to the Town's RFP 2025-001 for enhancement of mobile and broadband connectivity within the Town.
   rfp_2025-001_harmoni_towers.pdf

M. Mayor and Council Request

A Council Member with a second by two additional Council Members or the Mayor alone, may ask that an item be placed on a future agenda or the Town Council. No substantive discussion of that item will take place at this time.

N. Executive Session

1. Section 551.071 – Consultation with Attorney

   To seek the advice of the Town's attorney about pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

   - Regarding legalities of platting, zoning, and the comprehensive plan, including the Clay Road Business Park property

O. End Executive Session

1. Consider official action, if any, on matters discussed in executive session.

   Section 551.071 – Consultation with Attorney

   - Regarding legalities of platting, zoning, and the comprehensive plan, including the Clay Road Business Park property

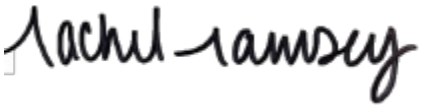
P. Adjourn

NOTE: The Town Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the Town); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

The Town of Sunnyvale is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the Town Secretary at 972-226–7177 at least 48 hours prior to the meeting.

Notice is hereby given that the Sunnyvale Town Council will conduct its Regular Meeting on Monday, Dec. 8, 2025 at the Sunnyvale Town Hall. The public is encouraged to attend the meeting. Email comments may also be submitted to rachel.ramsey@townofsunnyvale.org by 3 p.m. the day of the meeting. The link to the live stream of the meeting will be posted on Sunnyvale's Facebook page Town of Sunnyvale – Government.

I hereby certify that the foregoing notice was posted at Town Hall, 127 N. Collins Rd., Sunnyvale, Texas and remained so posted continuously for at least three (3) business days preceding the scheduled date of said meeting:



Rachel Ramsey, Director of Administration/Town Secretary
Date Posted: Dec. 2, 2025
Time Posted: 5 p.m.
Date Removed from Bulletin Board: _____
Removed By: _____

Town Council

AGENDA ITEM REPORT

I.2

To:	Town Council
Subject:	Presentation and discussion of the possibility of creating a Sunnyvale Youth Council.
Meeting:	Town Council - December 8, 2025
Department:	Parks
Staff Contact:	Thomas Anich

SUGGESTED ACTION:

BACKGROUND INFORMATION:

On October 27, Town Council requested information on the feasibility of forming a Youth Advisory Council for the Town of Sunnyvale. Staff will present some ideas for Council review regarding the establishment of a Youth Advisory Council to determine Council's interest in further investigating the creation of one for the Town of Sunnyvale.

FINANCIAL IMPACT:

ATTACHMENTS:

Youth Council Presentation.pptx

YOUTH COUNCIL

Town Council Work Session
October 27, 2025



WHAT IS A YOUTH COUNCIL?

- A youth council is a municipally established group of high school students who engage with local government and represent the perspectives and interests of young people within the community.
- In some cases, youth councils serve as advisory boards, providing input to the local governing body and related advisory or regulatory boards on issues affecting youth.
- Youth councils may also lead or participate in community initiatives identified and prioritized by young people themselves.



YOUTH COUNCIL DEVELOPMENT

Establish Purpose and Goals

- Define the mission: Identify why the council is being created — for example, to increase youth civic engagement, advise on community issues affecting young people, or provide leadership opportunities.
- Set clear objectives: Outline what the council will accomplish, such as advising the city council, organizing community events, or developing youth programs.

Develop a Framework and Bylaws

- Determine structure: Decide the number of members, term lengths, leadership roles (chair, vice-chair, secretary), and meeting frequency.
- Establish guidelines: Create bylaws outlining membership criteria, voting procedures, attendance policies, and code of conduct.
- Define responsibilities: Clarify the council's advisory role, reporting structure, and how recommendations will be communicated to local government.



YOUTH COUNCIL DEVELOPMENT

Secure Funding and Resources

- Identify a budget: Allocate funds for meeting space, materials, outreach, training, and possible community projects.
- Provide staff support: Assign municipal staff to assist with coordination and logistics.

Conduct Orientation and Training

- Provide onboarding: Introduce members to municipal government, meeting procedures, and the council's purpose.
- Leadership development: Offer training in civic engagement, communication, teamwork, and project planning.
- Identify relevant conferences and events attended by other youth advisory councils to exchange ideas, share best practices, and gather information beneficial to the Town.



YOUTH COUNCIL DEVELOPMENT

Launch and Begin Operations

- Hold inaugural meeting: Elect officers, establish goals, and adopt a meeting schedule.
- Identify priorities: Develop an annual work plan or project list aligned with community needs.
- Engage with officials: Present updates or recommendations regularly to the town council or relevant boards.



Evaluate and Sustain

- Measure impact: Review accomplishments annually and gather feedback from members and municipal leaders.
- Recognize contributions: Acknowledge youth members publicly and provide certificates or community service credit.
- Ensure continuity: Stagger terms or maintain an application cycle to sustain the council over time.

NEXT STEPS

- Obtain Town Council approval to explore the creation of a Youth Council.
- Seek input from Town leadership and Council members regarding the proposed framework and structure.
- Engage the school district to collaborate on a recruitment and outreach plan.
- Identify a program budget to support operations, activities, and training.
- Designate staff liaisons to provide guidance and administrative support.
- Establish a timeline and set target dates for council formation and launch.



QUESTIONS?

NYVALE
TEXAS

MINUTES
Town Council
Monday, November 10, 2025
7:00 pm Regular Meeting
Sunnyvale Town Hall
Council Chambers
127 N Collins Rd.
Sunnyvale, TX. 75182

A. Regular Meeting

B. Invocation
Council Member Dr. Woodrow Jr. gave the Invocation.

C. Pledge of Allegiance
Mayor George led the Pledge of Allegiance.

D. Call Meeting to Order
Mayor George called the meeting to order at 7:16 p.m. with the following Council and Staff present: Mayor George, Mayor Pro-Tem Clark, Council Member Finch, Council Member Allen, Council Member Danny, Council Member Dr. Woodrow Jr., Interim Town Manager Bill Vegas, Director of Administration/Town Secretary Rachel Ramsey, Director of Finance Miykael Reeve, Assistant Director of Finance Rachel Kulhavy, Town Engineer Lyle Jenkins, Assistant Town Engineer Elmer Benitez, Director of Parks and Facilities Thomas Anich, Fire Chief Tami Kayea, Director of Planning and Development Surupa Sen, Interim Chief of Police BJ Brumit, and Town Attorney Aliceson Cotton.

Council Member Eldridge was absent.

Council Member Garland was sworn in following the call to order.

E. Discussion and Action Items

1. Discuss, consider and act upon Resolution 2025-22 canvassing returns and declaring results of the Special Election held on November 4, 2025, for the purpose of electing Town Council Member Place 4.
Director of Administration/Town Secretary Rachel Ramsey presented the item and was available to answer questions from Council.

Member Ryan Finch made a motion to approve as presented, Mayor Pro Tem Kevin Clark seconded the motion.

Ayes: Mayor Saji George, Member Manu Danny, Member Dr George Woodrow Jr., and Member Larry Allen
Absent: Member Holly Garland

Motion Passed Unanimously 4- 0 on a recorded vote

F. Presentations

1. Present Certificates of Election to the winner following the November 4, 2025, Special Election date.
   Director of Administration/Town Secretary Rachel Ramsey presented the Certificate of Election to Holly Garland.

2. Statement of Officer is completed by the newly elected official.
   Newly elected Council Member Holly Garland completed a Statement of Officer.

3. Administer the Oath of Office to the winner following the November 4, 2025, Special Election date in accordance with State Law and Ordinance 2025-10 that ordered the Special Election.
   Director of Administration/Town Secretary Rachel Ramsey administered the Oath of Office to newly elected Council Member Holly Garland and at this point in the meeting, Council Member Garland took her seat on the dias.

   Mayor George recessed the meeting at 7:20 p.m. for pictures with the new Council Member. Mayor George reconvened the meeting at 7:28 p.m.

G. Announcements and Acknowledgements

Mayor George and Mayor Pro-Tem Clark thanked Staff for a great Veterans Day event.

Council Member Allen stated that today was the Marine Corps 50th Anniversary and he thanked all Veterans for their service.

Director of Administration/Town Secretary Rachel Ramsey announced the upcoming Turkey Trot and Christmas Tree lighting.

H. Public Comment

Mayor George opened the floor for public comments.

K. Paul Cash, 128 Jobson Rd., Sunnyvale, spoke in reference to creek erosion.

With no one else coming forward, he closed the floor to public comments.

I. Consent Agenda Items

1. Consider and act upon the minutes from the October 27, 2025 Town Council meeting.

2. Consider and act upon Resolution 2025-21; a resolution of the Town Council of the Town of Sunnyvale, Texas, designating Star Local Media as the official newspaper for the Town for publication of legal advertisements and notices; and declaring an effective date.

Member Larry Allen made a motion to approve consent agenda items I.1 and I.2 as presented, Member Ryan Finch seconded the motion.

Ayes: Mayor Saji George, Member Ryan Finch, Mayor Pro Tem Kevin Clark, Member Manu Danny, Member Dr George Woodrow Jr., Member Larry Allen, and Member Holly Garland

Motion Passed Unanimously 7- 0 on a recorded vote

J. Presentations and Updates

1. Presentation and update on delinquent tax roll and court fines collections by Yesenia Valdez from Linebarger Grogan Blair & Sampson, LLP.
   Brandon Lane with Linebarger presented the item and was available to answer questions.

2. Presentation and update related to the September Financial Report and Quarterly Investment Report.
   Director of Finance Miykael Reeve presented the finance report and was available to answer questions from Council.

   Assistant Director of Finance Rachel Kulhavy presented the quarterly investment report and was available to answer questions from Council.

3. Presentation and update on comparisons of Alternates 1 and 3 for the President George Bush Turnpike (PGBT).
   Town Engineer Lyle Jenkins presented the item and was available to answer questions from Council.

   Mayor George opened the floor to public comments.

   Walt Thomas, 477 E. Fork Rd., Sunnyvale, spoke in reference to the public meeting that was held related to this item and stated that no matter what route was chosen residents were going to be negatively impacted.

   Sajo Thomas, 520 E. Fork Rd., Sunnyvale, spoke in support of alternate 3.

   Casey and John Alvarez, 512 E. Fork Rd., Sunnyvale, spoke in reference to the effects of each alternatives.

   Richard Mitschke, 507 Town East, Sunnyvale, spoke in reference to the need for Council to stick with the original route that was chosen which was alternate 1 because many public input meetings were had and council published this route over the last ten years so the information was out there for anyone to see.

   Orville Hector, 508 E. Fork Rd., Sunnyvale, spoke in reference to the impact that this road will have on residents.

   With no one else coming forward, he closed the floor to public comments.

4. Presentation and discussion related to options for repairing Polly Road north of East Fork Road.
   Town Engineer Lyle Jenkins presented the item and was available to answer questions from Council.

5. Presentation and update related to Broadband Request for Proposals (RFPs).
   Town Engineer Lyle Jenkins presented the item and was available to answer questions from Council.

   Mayor George opened the floor to public comments.

Bruce Kassab, 225 Robin Ridge, Sunnyvale, spoke in reference to the need for internet connectivity within the Town.

With no one else coming forward, Mayor George closed the floor to public comments.

6. Presentation and discussion of the possibility of creating a Sunnyvale Youth Council.
This item was not discussed.

Mayor Pro Tem Kevin Clark made a motion to table this item to the Dec. 8 Town Council meeting, Member Larry Allen seconded the motion.

Ayes: Mayor Saji George, Member Ryan Finch, Mayor Pro Tem Kevin Clark, Member Manu Danny, Member Dr George Woodrow Jr., Member Larry Allen, and Member Holly Garland

Motion Passed Unanimously 7- 0 on a recorded vote

7. Discussion, update and receive feedback from Council related to the Jobson Park Project.
Director of Parks and Facilities Thomas Anich presented the item and was available to answer questions.

Mayor George opened the floor to public comments.

Mary Coon, 373 Tavenner Ln., Sunnyvale, spoke in opposition to the full development of Jobson Park.

With no one else coming forward, Mayor George closed the floor to public comments.

K. Discussion and Action Items
Director of Administration/Town Secretary Rachel Ramsey advised the Mayor that she had a request to adjourn into executive session pursuant to Section 551.071 Consultation with Attorney regarding to the legalities of the preliminary plat.

Mayor George reconvened the meeting into open session at 9:42 p.m.

Member Larry Allen made a motion to adjourn into executive session at 8:58 p.m., Mayor Pro Tem Kevin Clark seconded the motion.

Ayes: Mayor Saji George, Member Ryan Finch, Mayor Pro Tem Kevin Clark, Member Manu Danny, Member Dr George Woodrow Jr., Member Larry Allen, and Member Holly Garland

Motion Passed Unanimously 7- 0 on a recorded vote

1. Discuss, consider and act upon approval of a preliminary plat for Lot 1, Block 1, Clay Road Business Park, consisting of 32.47-acres tract of land, within Industrial (I) zoning district, located at 101 Clay Road. **Case 1849-PLT/Clay Road Business Park**

Member Holly Garland made a motion to table this item to the Dec. 8 Town Council

meeting, Member Larry Allen seconded the motion.

Ayes: Mayor Saji George, Member Ryan Finch, Mayor Pro Tem Kevin Clark, Member Manu Danny, Member Dr George Woodrow Jr., Member Larry Allen, and Member Holly Garland

Motion Passed Unanimously 7- 0 on a recorded vote

2. Discuss, consider and act upon a proposal from KSA related to the design and construction of the new police department and animal services building, and authorizing the Interim Town Manager to execute a contract in an amount not to exceed $1,263,861. Mayor George asked for an overall comprehensive schedule.

   Mayor Pro Tem Kevin Clark made a motion to table this item to the Dec. 8 Town Council meeting, Member Dr George Woodrow Jr. seconded the motion.

   Ayes: Mayor Saji George, Member Ryan Finch, Mayor Pro Tem Kevin Clark, Member Manu Danny, Member Dr George Woodrow Jr., Member Larry Allen, and Member Holly Garland

   Motion Passed Unanimously 7- 0 on a recorded vote

3. Discuss, consider and act upon approval of contracts associated with the design, testing, and construction of the Vineyard Park Athletic Field Project, and authorizing the Town Manager to execute all necessary agreements related to the project in an amount not to exceed $2,210,000.
   Director of Parks and Facilities Thomas Anich presented the item and was available to answer questions from Council.

   Mayor George opened the floor to public comments and with no one coming forward, he closed the floor to public comments.

   Member Ryan Finch made a motion to approve as presented, Member Manu Danny seconded the motion.

   Ayes: Mayor Saji George, Member Ryan Finch, Mayor Pro Tem Kevin Clark, Member Manu Danny, Member Dr George Woodrow Jr., Member Larry Allen, and Member Holly Garland

   Motion Passed Unanimously 7- 0 on a recorded vote

L. Mayor and Council Request

Council Member Dr. Woodrow Jr. and Council Member Allen requested an update on the fire department and house fire.

Mayor George asked for the process of onboarding a new Council Member

M. Executive Session

Member Larry Allen made a motion to adjourn into executive session at 10:55 p.m., Member Ryan Finch seconded the motion.

Ayes: Mayor Saji George, Member Ryan Finch, Mayor Pro Tem Kevin Clark,

Member Manu Danny, Member Dr George Woodrow Jr., Member Larry Allen, and Member Holly Garland

Motion Passed Unanimously 7- 0 on a recorded vote

1.

Section 551.071 – Consultation with Attorney

To seek the advice of the Town's attorney about pending or contemplated litigation; or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this Chapter.

- Town Manager

2.

Section 551.074 – Personnel Matters

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- Town Manager

3.

Section 551.087 – Economic Development

To deliberate the offer of a financial or other incentive to a business prospect.

- Proposed incentive agreement for The Story at Longcreek

N. End Executive Session

Mayor George reconvened the meeting at 11:05 p.m.

1. Consider official action, if any, on matters discussed in executive session.

Section 551.071 – Consultation with Attorney

- Town Manager

Section 551.074 – Personnel Matters

- Town Manager

Section 551.087 – Economic Development

- Proposed incentive agreement for The Story at Longcreek

Member Larry Allen made a motion to approve the second amendment to Res. 2024-15 allowing Staff to disburse the $30k which is the remainder of the incentive amount to The Story at Longcreek., Mayor Pro Tem Kevin Clark seconded the motion.

Ayes: Mayor Saji George, Member Ryan Finch, Mayor Pro Tem Kevin Clark,

Member Manu Danny, Member Dr George Woodrow Jr., Member Larry Allen, and Member Holly Garland

Motion Passed Unanimously 7- 0 on a recorded vote

O. Adjourn

Member Ryan Finch made a motion to adjourn the meeting at 11:06 p.m., Member Manu Danny seconded the motion.

Ayes: Mayor Saji George, Member Ryan Finch, Mayor Pro Tem Kevin Clark, Member Manu Danny, Member Dr George Woodrow Jr., Member Larry Allen, and Member Holly Garland

Motion Passed Unanimously 7- 0 on a recorded vote

The undersigned presiding officer certifies that this is a true and correct record of the proceedings.



_____

Saji George, Mayor

Attest:

Rachel Ramsey

_____

Rachel Ramsey, Town Secretary

Town Council

AGENDA ITEM REPORT

J.2

To:	Town Council
Subject:	Consider and act upon Resolution 2025-23 indicating a final preference for the route of the proposed President George Bush Turnpike (PGBT) through Sunnyvale.
Meeting:	Town Council - December 8, 2025
Department:	Engineering
Staff Contact:	Lyle Jenkins

SUGGESTED ACTION:

Staff recommends approval.

BACKGROUND INFORMATION:

At the Town Council meetings of October 27 and November 10, Council discussed the respective merits of Alignments 1 and 3 of the proposed PGBT alignment through northeastern Sunnyvale, and public input was also solicited and heard. After careful consideration it was decided that although there is no "perfect" option for the alignment of the PGBT in this area, and both options carry some amount of negative impacts to residents in the area, Alignment 1 was the best available route. This resolution is intended to formalize this selection and provide clarity to the Town's residents, property owners, and the general public. It will also serve to formally notify the North Texas Tollway Authority and its design consultant of this selection, so that the design process can move forward. At this time, it is staff's expectation that this roadway will be completed and open to traffic sometime between 2033 and 2037, although this is subject to change.

FINANCIAL IMPACT:

ATTACHMENTS:

RES 2025-23 PGBT Alternate 1.doc
J.3_PGBT Alignments.png

RESOLUTION 2025-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS, INDICATING A FINAL PREFERENCE FOR THE ROUTE OF THE PROPOSED PRESIDENT GEORGE BUSH TURNPIKE (PGBT) THROUGH SUNNYVALE; AND PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, In 2012, The Sunnyvale Town Council, after long and thorough consideration, indicated a preference for the PGBT to be routed through Sunnyvale following the route marked as “Alignment 1” on the attached map; and

WHEREAS, this alignment has been published and made available to the public by the Town, the North Texas Tollway Authority (NTTA), and the Texas Department of Transportation (TxDOT); and

WHEREAS, Town residents have purchased and built homes in this area with the understanding that this alignment would be maintained; and

WHEREAS, after inquiries were made to the NTTA earlier this year as to the feasibility of a new route, marked as “Alignment 3” on the attached map; and

WHEREAS, The route marked on the attached map as “Alignment 2” has been previously considered and found to be impractical to construct; and

WHEREAS, the NTTA has requested that the Town indicate their selection between “Alternate 1” and “Alternate 3” in order that the design process for this roadway can move forward; and

WHEREAS, although both “Alternate 1” and “Alternate 3” both have respective positive and negative impacts on the Town and its residents and property owners; and

WHEREAS, the Town wishes to provide a final selection on this matter to provide clarity to residents and property owners in the area as well as the Town as a whole;

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE, TEXAS:

SECTION 1. The Town Council acknowledges that both “Alternate 1” and “Alternate 3” carry with them impacts to the Town’s residents and property owners, not all of which are positive.

SECTION 2. The Town Council hereby formally selects “Alternate 1” as shown on the attached map as the Town’s preferred alignment of the PGBT when it is routed through Sunnyvale.

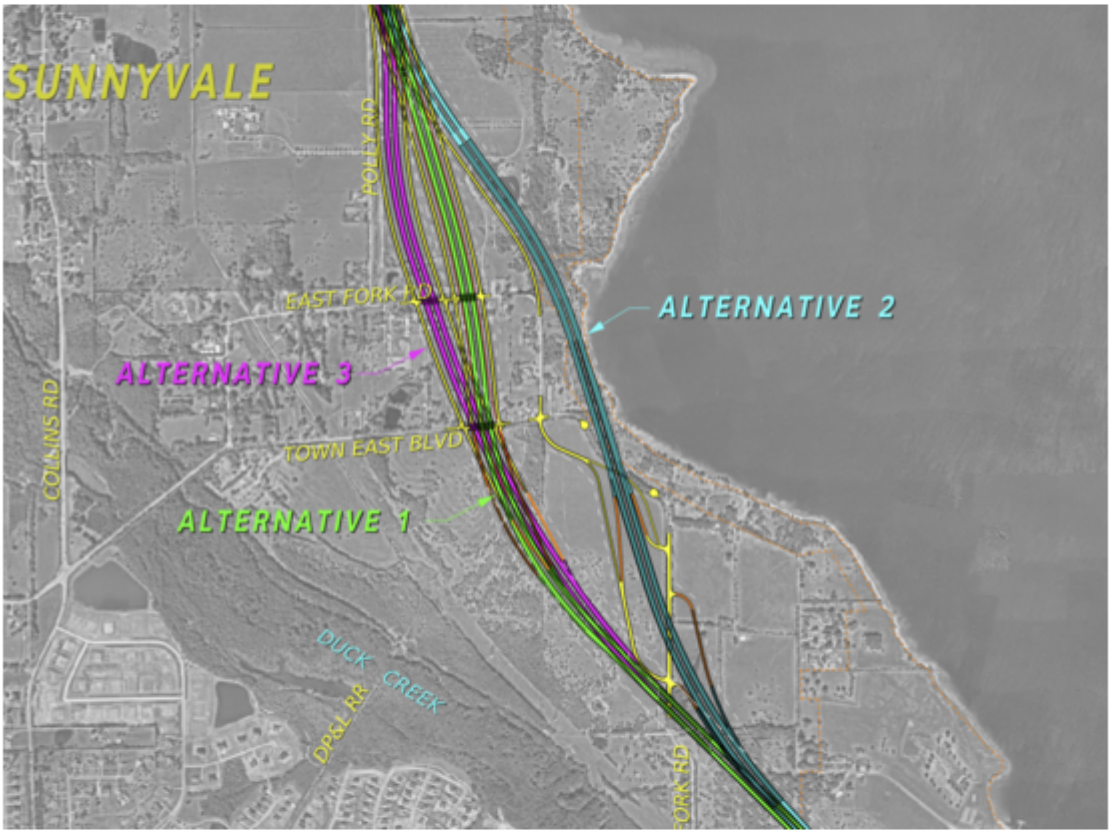
SECTION 3. That if any part or parts of this Resolution are found to be invalid or unconstitutional by a court having competent jurisdiction, then such invalidity or unconstitutionality shall not affect the remaining parts hereof and such remaining parts shall remain in full force and effect, and to that extent this resolution is considered severable.

PASSED, ADOPTED AND APPROVED this the 8th day of December, 2025.

_____
Saji George, Mayor

ATTEST:

_____
Rachel Ramsey, Town Secretary


SUNNYVALE
POLEY RD
EAST FORK RD
ALTERNATIVE 2
ALTERNATIVE 3
COLLINS RD
TOWN EAST BLVD
ALTERNATIVE 1
DUCK CREEK
DPSL RR
FORK RD

Town Council

AGENDA ITEM REPORT

J.3

To:	Town Council
Subject:	Consider and act upon authorizing the purchase of additional traffic signal equipment for the Belt Line Intersection Improvement Project in an amount not to exceed $50,000 and authorizing the Interim Town Manager to execute all necessary documents.
Meeting:	Town Council - December 8, 2025
Department:	Engineering
Staff Contact:	Elmer Benitez

SUGGESTED ACTION:

Staff recommends approval.

BACKGROUND INFORMATION:

This item authorizes the purchase of additional traffic signal components necessary for the Belt Line Intersection Improvement Project. The Town Council previously approved a not-to-exceed amount of $75,000 for traffic signal equipment. Due to updated field conditions and expanded needs including battery backup systems, Opticom components, and network switches, additional equipment is required to complete the work.
The Belt Line Intersection Improvement Project includes safety and mobility improvements at Town East Blvd and Creekside Dr. As installation progressed, staff confirmed the need for additional traffic signal equipment to ensure full system operability, including:

- Opticom phase selectors, detectors, and cabling
- Battery backup units and related hardware
- Cisco IE3500 switches, power supplies, and associated licensing

The procurement complies with cooperative purchasing contracts and supports timely completion of the project.

FINANCIAL IMPACT:

Funding is available within the Belt Line Intersection Improvement Project budget.

ATTACHMENTS:

0_CTC.pdf

0_SHI Quote-26557733.pdf

INVOICE

Consolidated Traffic Controls, Inc.
Serving The Traffic Industry Since 1980

CTC-Traffic.com | TOLL-FREE 800.448.8841 FAX 817.274.3610
Consolidated Traffic Controls, Inc., 1016 Enterprise Place, Arlington, Texas 76001

Invoice Number: 68301
Invoice Date: 10/10/25
Page: 1
Customer Phone: 972 203 0314
Customer Fax: 972 226 4613

BILL
TOWN OF SUNNYVALE
405 TOWER PLACE
SUNNYVALE, TX 75182

ATTN: ELMER BENITEZ

SHIP
TOWN OF SUNNYVALE
405 TOWER PLACE
SUNNYVALE, TX 75182

Sales Ord No:	34207	Taxable:	N	Purchase Order:	VERBAL
Order Date:	08/14/25	Pmt Terms:	NET 30	Ship Via:	PRONTO
Account Cd:	SUNNYVALE	Shipper No:	34207	FOB:	FOB
Salesperson:	28	Ship Date:	10/10/25	Job Number:	STK

Line	Qty Shipped	Backordered	Part Number/Description	Price	UM	Extended Price
1	2.00	0.00	110610-MM 764 MULTIMODE PHASE SELECTOR 76-1000-1054-0	$3,145.0000	EA	$6,290.00
2	8.00	0.00	110245 711 OPTICOM DETECTOR 78-8095-3852-9	$601.0000	EA	$4,808.00
3	2.00	0.00	110216B 138 OPTICOM CABLE(1000'SPOOL} 78-8009-6557-2	$892.0000	EA	$1,784.00
4	8.00	0.00	201011 NARROW HUB 3/4 IN HOLE (500B) SE-4130-PNC	$23.0000	EA	$184.00
5	2.00	0.00	APC-DOT APC BATTERY BACK UP UNIT APC-DOT BBU Kit Consists of:	$6,314.0000	EA	$12,628.00
K	2.00	0.00	APC GEN BOX APC GENERATOR COMPARTMENT APC GEN BOX	$0.0000		$0.00
K	2.00	0.00	APC GEN PLUG GENERATOR PLUG	$0.0000		$0.00
K	8.00	0.00	13-8A30 HEI 110 AH BATTERY 8A30 HEI	$0.0000		$0.00
K	2.00	0.00	260012 CABINET FOR UPS SYS (EARL) 22"W X 14"D X 32"H	$0.0000		$0.00
K	2.00	0.00	03-PP3006 POWER PANEL UPS 9 X 9.5 X 1/8 03-PP3006	$0.0000		$0.00

INVOICE

Consolidated Traffic Controls, Inc.
Serving The Traffic Industry Since 1980
CTC-Traffic.com | TOLL-FREE 800.448.8841 FAX 817.274.3610
Consolidated Traffic Controls, Inc., 1016 Enterprise Place, Arlington, Texas 76001

Invoice Number: 68301
Invoice Date: 10/10/25
Page: 2
Customer Phone: 972 203 0314
Customer Fax: 972 226 4613

BILL
TOWN OF SUNNYVALE
405 TOWER PLACE
SUNNYVALE, TX 75182

ATTN: ELMER BENITEZ

SHIP
TOWN OF SUNNYVALE
405 TOWER PLACE
SUNNYVALE, TX 75182

Sales Ord No:	34207	Taxable:	N	Purchase Order:	VERBAL
Order Date:	08/14/25	Pmt Terms:	NET 30	Ship Via:	PRONTO
Account Cd:	SUNNYVALE	Shipper No:	34207	FOB:	FOB
Salesperson:	28	Ship Date:	10/10/25	Job Number:	STK

Line	Qty Shipped	Backordered	Part Number/Description	Price	UM	Extended Price
K	2.00	0.00	710001 APC SECURE UPS 1300VA/1300W XU1K3LLXXRCC	$0.0000		$0.00
K	2.00	0.00	710002 SECURE SERVICE BYPASS W/GEN XS30ALLXXR2G	$0.0000		$0.00
K	2.00	0.00	710003 SECURE UPS BATTERY HARNESS 12' XHXXS7A8F	$0.0000		$0.00
K	2.00	0.00	710015 FILTER, METAL WASH 11.75X15.75 FRW1113/4153/4-JF	$0.0000		$0.00
K	2.00	0.00	710016 AC SURGE PROTECTOR SPD130K	$0.0000		$0.00
K	2.00	0.00	710017 BRKT CIRCUIT BREAKER GUARDIAN 502398BCB	$0.0000		$0.00
K	2.00	0.00	710018 BBU DC FAN 48V R1238L48BPLB1b-7	$0.0000		$0.00
K	2.00	0.00	PNS10-03-1002 NUT 03-1002	$0.0000		$0.00

Consolidated Traffic Controls, Inc.
Serving The Traffic Industry Since 1980

CTC-Traffic.com | TOLL-FREE **800.448.8841** FAX **817.274.3610**
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INVOICE

Invoice Number: 68301
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Page: 3
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BILL
TOWN OF SUNNYVALE
405 TOWER PLACE
SUNNYVALE, TX 75182

ATTN: ELMER BENITEZ

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405 TOWER PLACE
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Sales Ord No:	34207	Taxable:	N	Purchase Order:	VERBAL
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Salesperson:	28	Ship Date:	10/10/25	Job Number:	STK

Line	Qty Shipped	Backordered	Part Number/Description	Price	UM	Extended Price

Subtotal:	$25,694.00
Freight:	$0.00
Total:	$25,694.00

Pricing Proposal
Quotation #: 26557733
Created On: 8/22/2025
Valid Until: 9/20/2025

TX-City of Sunnyvale

Elmer Benitez
Sunnyvale, TX
United States
Phone: 9722034171
Fax:
Email: Elmer.Benitez@townofsunnyvale.org

Inside Account Executive

Stephanie Belizario
300 Davidson Avenue
Somerset, NJ 08873
Phone: 732-868-8860
Fax:
Email: Stephanie_Belizario@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Cisco IE3500 w/ 8 GE PoE+ and 3 GE SFP, Modular, NA Cisco Systems - Part#: IE-3500-8P3S-A Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2	$6,543.67	$13,087.34
2	SNTC-8X5XNBD Cisco IE3500 w/ 8 GE PoE and 3 GE SFP Cisco Systems - Part#: CON-SNT-IE3500PS Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** Duration: 36 months	2	$2,287.80	$4,575.60
3	IE 3500 DNA Advantage 3 Year Term license Cisco Systems - Part#: IE3500-DNA-A-3Y Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2	$1,320.47	$2,640.94
4	IE family power supply 170W. AC to DC Cisco Systems - Part#: PWR-IE170W-PC-AC Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02	2	$802.39	$1,604.78

Subtotal	$21,908.66
Shipping	$0.00
Total	$21,908.66

Additional Comments

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

SHI SPIN: #143012572
SHI-GS SPIN (For Texas customers ONLY): #143028315
For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

All orders for Cisco equipment and related software and services submitted, beginning on December 29, 2021, are

non-cancelable and cannot be modified starting 45 days prior to the scheduled ship dates. Non-cancelable orders are not eligible for RMA for credit.

Cisco's Terms and Conditions apply to all hardware, software, cloud services, subscriptions, technical support and maintenance included in a Cisco offer.
Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

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

Town Council

AGENDA ITEM REPORT

K.1

To:	Town Council
Subject:	Hold a public hearing, discuss, consider, and act upon the first reading of Ordinance 2025-18 regarding a Specific Use Permit (SUP) to allow for the sale of alcoholic beverages on property located at 129 N. Collins Road, which is zoned Local Retail (LR). **Case 1865-SUP/ Special Use Permit (SUP) The Assembly House Wine Co. at Park Square**.
Meeting:	Town Council - December 8, 2025
Department:	Development Services
Staff Contact:	Surupa Sen

SUGGESTED ACTION:

Staff recommends approval.

BACKGROUND INFORMATION:

The applicant, Eric Woerner, Assembly House Wine Company has requested an SUP to allow sale of alcoholic beverages for on-premise consumption and to allow sale of beer and wine for off-premise consumption at the property located at 129 N. Collins Road. Assembly House is a new restaurant that is currently operating under a temporary certificate of occupancy (TCO) at the building facing N. Collins Road at Park Square, Sunnyvale. The property at 129 N Collins Road is zoned Local Retail (LR) which requires approval of an SUP for any establishment that sale alcoholic beverages. This SUP application is scheduled for final approval at Town Council in January 2026, which will allow issuance of a final CO for Assembly House with zoning compliance.

The Assembly House restaurant location used to be occupied with Settlers Table restaurant till 2024. Town Council had approved an SUD Ordinance 20-30 in December 2020 to allow Settlers Table restaurant to serve alcohol for on-premise consumption only. However, the SUD Ordinance, both in description and through the exhibits attached, assigned the SUD designation to an area on the site plan “not to exceed 5,194 square feet”, and specifically to the restaurant floor plan. With the new Assembly House restaurant concept, the applicant plans to sale beer and wine for off-premise consumption (with membership) at suite 2103 located in the second building at Park Square. Additionally, the square footage designation on the current SUD is limiting the operations of the new restaurant for sale of alcoholic beverages

for on-premise consumption. As a result, staff advised the applicant to request an SUP to allow both activities on the site, while repealing the current SUD ordinance that is no longer being used, and neither can be utilized by the new restaurant/wine company.

The attached site plan for Park Square shows both buildings with a combined total square footage of 25,495 on ground floor. The building facing N. Collins Road, containing the restaurant, is a single-story retail/restaurant building, consisting of 5,585 SF in area of which the restaurant is located within Suite 1101, consisting of 2,650 SF in area.

The second building on site is a two-story office building, with covered parking, consisting of total 31,490 SF in area for two stories combined. Within this building, off-premise sale of beer and wine will occur at suite 2103 consisting of 821 SF area.

To avoid confusion in future and not to render the SUP too restrictive for future restaurant and retail tenants, the new SUP is requested to be applied to the whole property at 129 N. Collins Road. Designating the SUP to a particular suite or specific square footage, limits flexibility of operations when tenants change and new floor plan or layouts are required. In future, if a similar restaurant would like to operate in the second building or expand from the Suite 1101 to the rest of the front building, then this SUP should allow such expansion, while limiting the operations within the physical enclosures of this site.

The following restrictions apply to any establishments that sell alcoholic beverage as per Sunnyvale Unified Development Ordinance (UDO) Section 3.04.04. Supplemental Development Standards:

M. Establishments that Sell Alcoholic Beverages Standards

1. Establishments that serve alcoholic beverages subject to the following limitations and restrictions:

a. Sales near schools, churches, hospitals, and child-care facilities shall be prohibited within the distances specified in Section 109.33 and Section 109.331 of the Texas Alcoholic Beverage Code.
b. Not permitted in a drive-through, fast food or take out restaurant, snack shop, coffee shop, or cafeteria.
c. Not permitted in conjunction with a nonconforming use as defined in the zoning ordinance of the Town.
d. Shall be operated only in a general restaurant, motel, hotel or a nationally recognized private nonprofit, tax exempt, social or fraternal organization.
e. Revenues from the sale of alcoholic beverages shall not exceed 50% of the gross revenues derived from the sale of food and beverages.
f. Any bar or lounge area shall be designed so that patrons can only enter from an area within the primary use of the premises, such as a lobby, waiting room or dining room.
g. Copies of tax returns required by the state pertaining to sales of alcoholic beverages

shall be made available to the Town Secretary upon demand.

h. A copy of any and all audits by the Texas Alcoholic Beverage Commission shall be mailed to the Town by certified mail upon completion of the audit.
i. Violation of applicable state and federal laws shall give the Town Council the right to call a public hearing to consider the revocation of any Special Use Permit (SUP).

The SUP request complies with the requirements of the UDO. The applicant is required to provide documentation per sections g. and h. to the Town Secretary while operating within the Town.

Planning & Zoning Commission Recommendation

The Planning and Zoning Commission considered SUP request at their November 19, 2025, regular meeting, and unanimously recommended approval.

FINANCIAL IMPACT:

PUBLIC NOTICE:

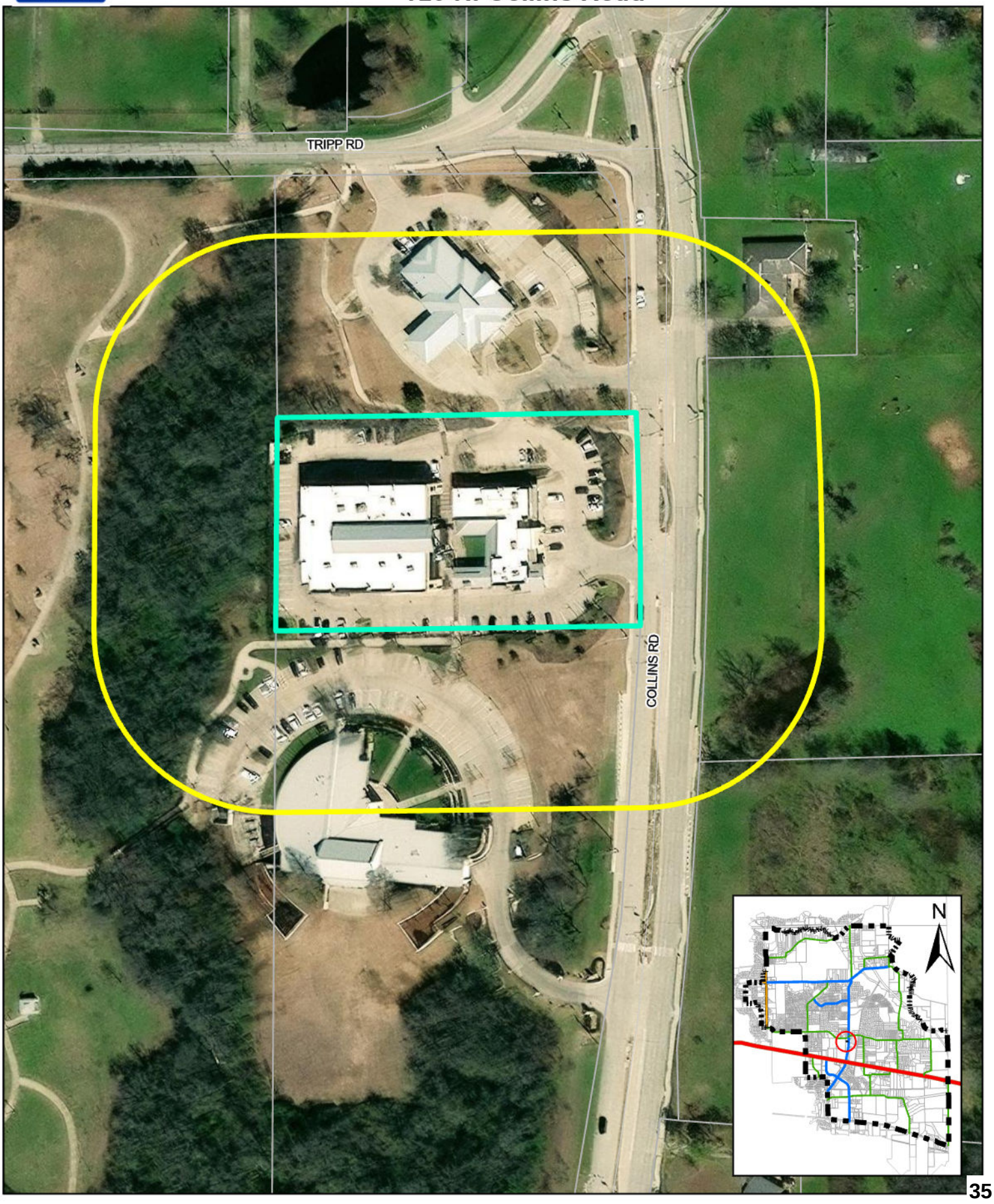
Three letters of notification were mailed to neighboring property owners within 200 feet of the subject property on November 7, 2025. One sign has been posted on the subject property. The town has received one response in favor of the SUP request, at the time of writing this report.

ATTACHMENTS:

Notice Map
Proposed Assembly House SUP Ordinance No. 2025-18
Park Square Site Plan
Current SUD Ordinance No. 20-30-Alcohol Sales for Settlers Table Restaurant
Letter of Support

TOWN OF SUNNYVALE

Case 1865 - SUP - Assembly House Wine Co.
129 N. Collins Road



ORDINANCE NO. 2025-18

AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE BY REPEALING ORDINANCE NO. 20-30 AND GRANTING A SPECIAL USE PERMIT FOR THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION AND OFF-PREMISE CONSUMPTION FOR THE PROPERTY LOCATED AT 129 N. COLLINS ROAD; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the Town of Sunnyvale, Texas (the "Town") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the property located at 129 N. Collins Road ("Property"), is zoned LR, Local Retail; and

WHEREAS, the Town Council previously approved Ordinance No. 20-30 allowing the sale of alcoholic beverages for on-premise consumption only for a portion of the Property to Settler's Table on December 14, 2020; and

WHEREAS, the Assembly House Wine Company is now planning to occupy the property; and

WHEREAS, at its regular meeting held on November 19, 2025, the Planning & Zoning Commission considered and made a recommendation to approve on a request for a Special Use Permit ("SUP") for the sale of alcoholic beverages for on-premise consumption and off premise consumption; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the Town Council finds that the SUP complies with the criteria for approval in Section 3.04.04 (M) Supplemental Development Standards of the UDO with the conditions set forth in this Ordinance.

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

SECTION 1. The recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

SECTION 2. Ordinance No. 20-30, granting a Special Use Designation to Settler's Table for the sale of alcoholic beverages for on-premise consumption in a designated area is hereby repealed in its entirety.

SECTION 3. That a Special Use Permit authorizing the sale of alcoholic beverages for on-premise and off-premise consumption at the property located at 129 N. Collins Road is hereby granted subject to the following conditions:

(a) Said Property shall be improved and operated in accordance with requirements of the Unified Development Ordinance, as amended, and of the site plan and floor plan, which are attached hereto as Exhibit A and made a part hereof for all purposes.

(b) The Special Use Permit granted herein for the sale of alcoholic beverages for on-premises consumption and off-premise consumption shall be limited to the area designated on the site plan.

(c) If the property for which this Special Use Permit is granted is not used for the purposes for which said permits were granted within one (1) year after the adoption of this Ordinance, the Town Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Permit granted herein.

SECTION 4. The Official Zoning District Map is hereby amended to reflect the SUP for alcohol sales on the Property.

SECTION 5. Development and use of the Property shall comply with this Ordinance and the UDO, as amended.

SECTION 6. That the provisions of the Town of Sunnyvale Code of Ordinances, as amended, and UDO, as amended, shall remain in full force and effect save and except as amended by this Ordinance.

SECTION 7. Any person, firm or corporation who violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

SECTION 8. The provisions of this Ordinance are severable, and should any section, subsection, paragraph, sentence, phrase or word of this Ordinance, or application thereof to any person, firm, corporation or other business entity or any circumstance, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of the remaining or other parts or portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining parts or portions of this Ordinance despite such unconstitutionality, illegality, or invalidity, which remaining portions shall remain in full force and effect.

SECTION 9. All ordinances of the Town in conflict with the provisions of this Ordinance be, and the same are hereby repealed and all other ordinances of the Town not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 10. That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the Town Charter or ordinance.

DULY PASSED AND APPROVED by the Town Council of the Town of Sunnyvale, Texas, on this the 12th day of January 2026.

TOWN OF SUNNYVALE, TEXAS

_____
Saji George, Mayor

ATTEST:

_____
Rachel Ramsey, Town Secretary

EXHIBIT A
PROPERTY DEPICTION
SUNNYVALE PARK SQUARE, LOT 1, BLOCK A

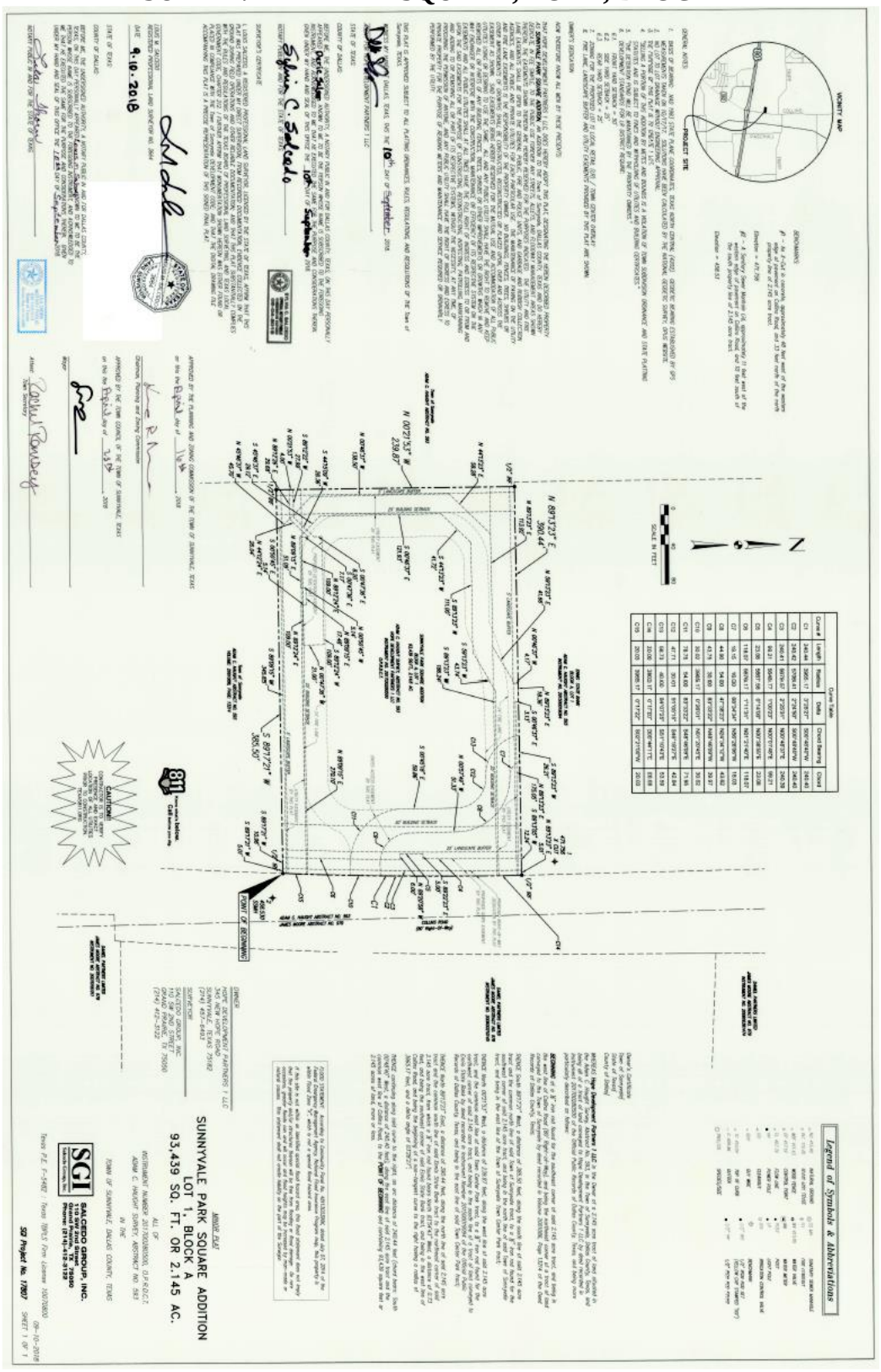


EXHIBIT B
SITE PLAN

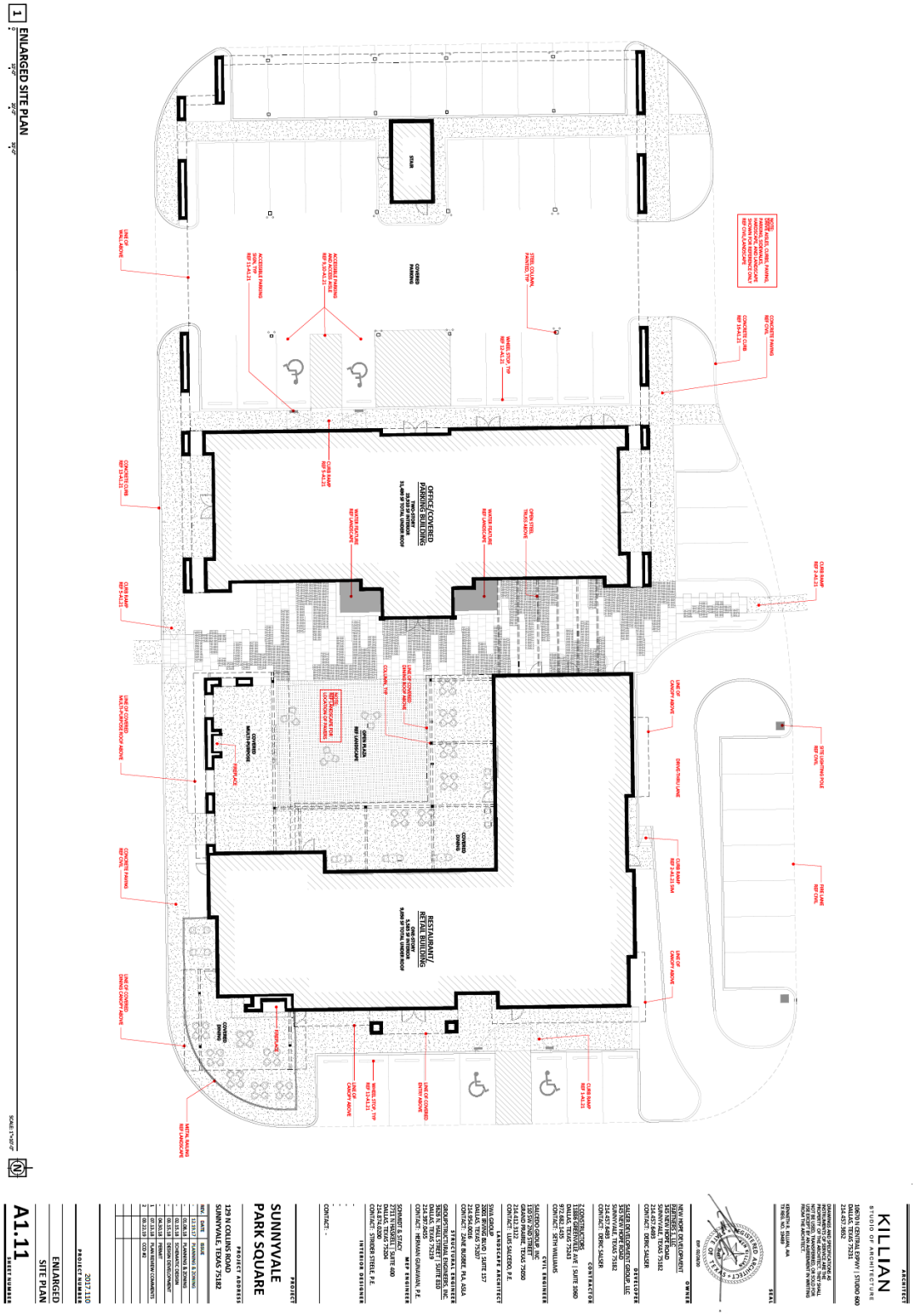


EXHIBIT C
FLOOR PLAN

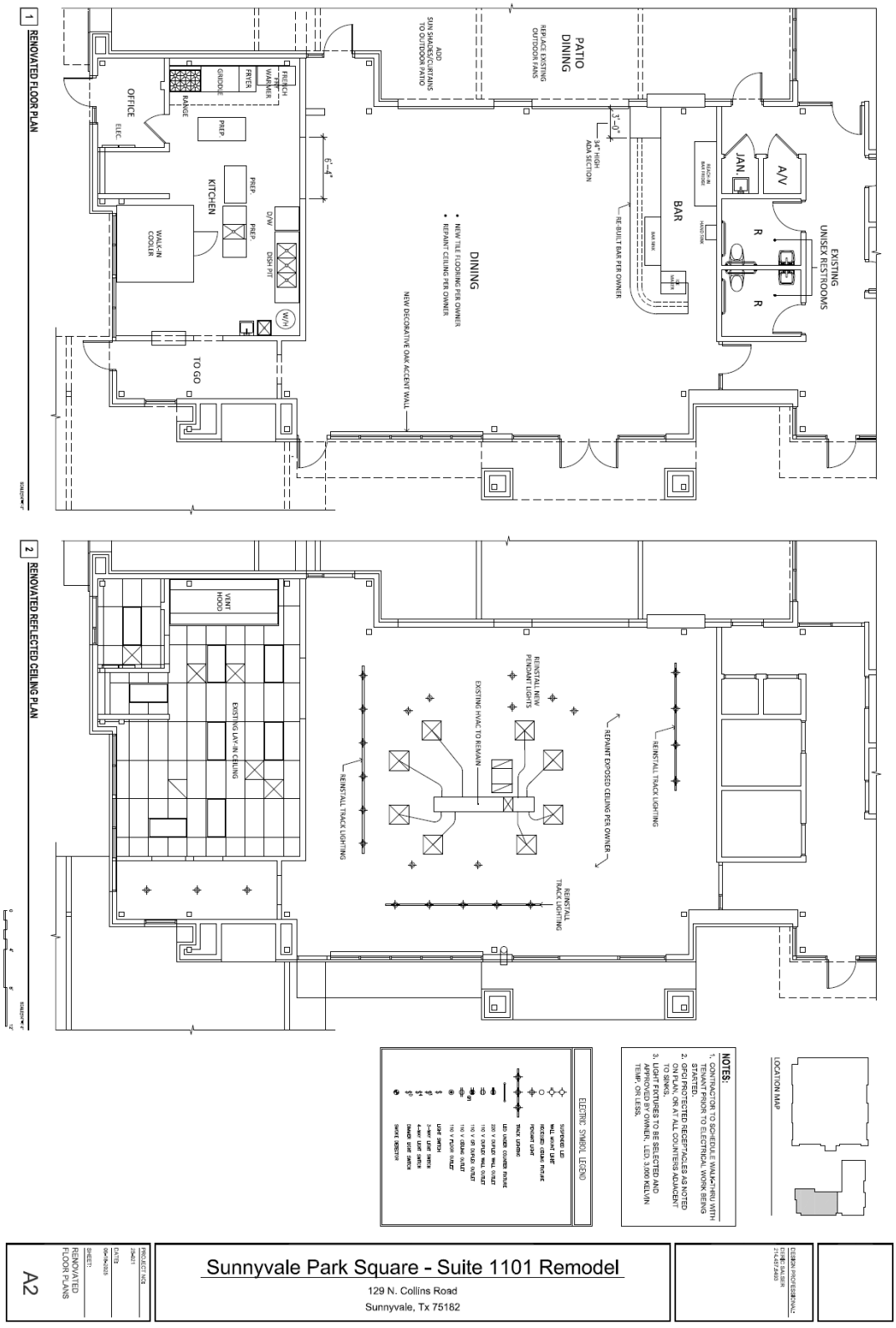
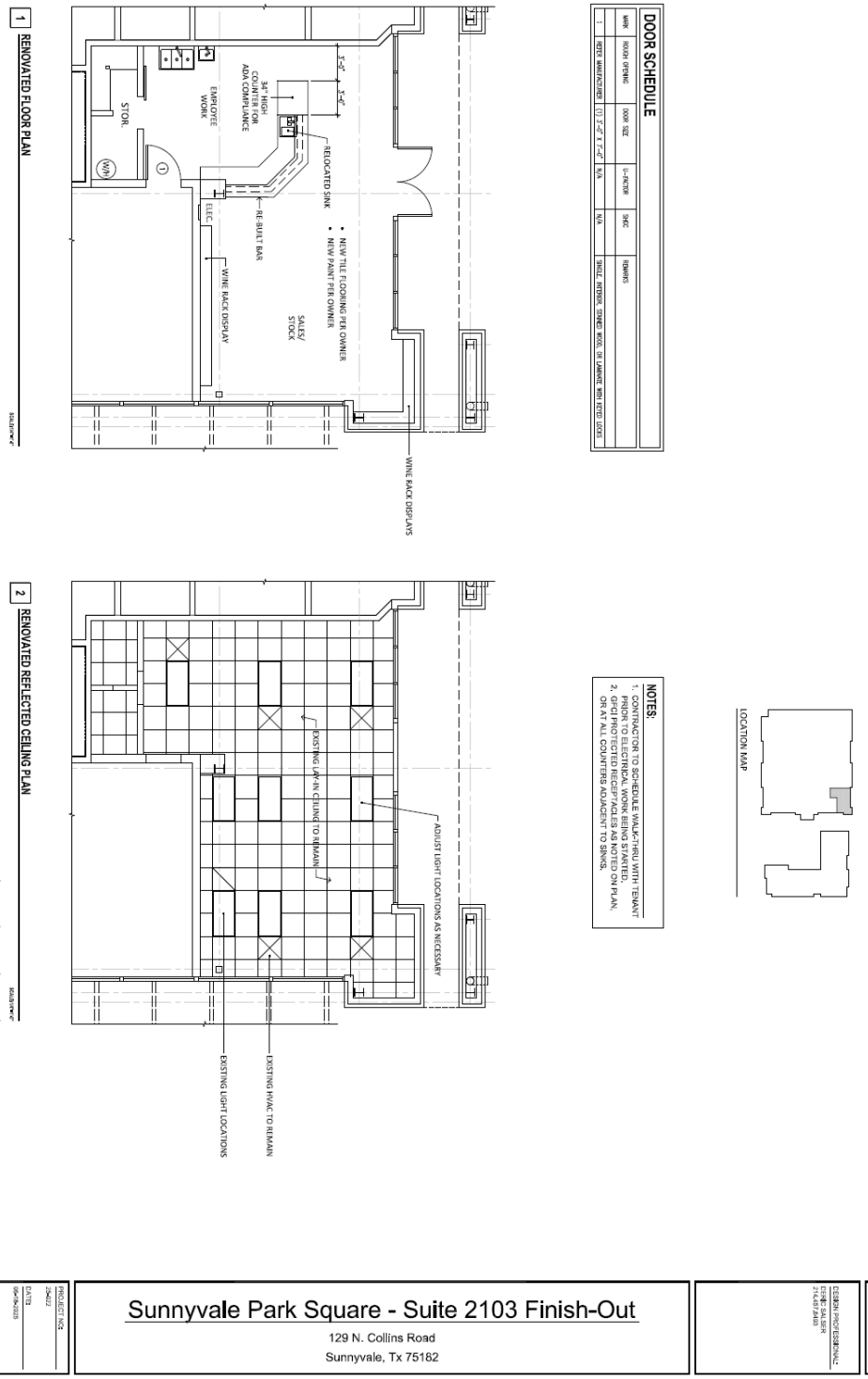
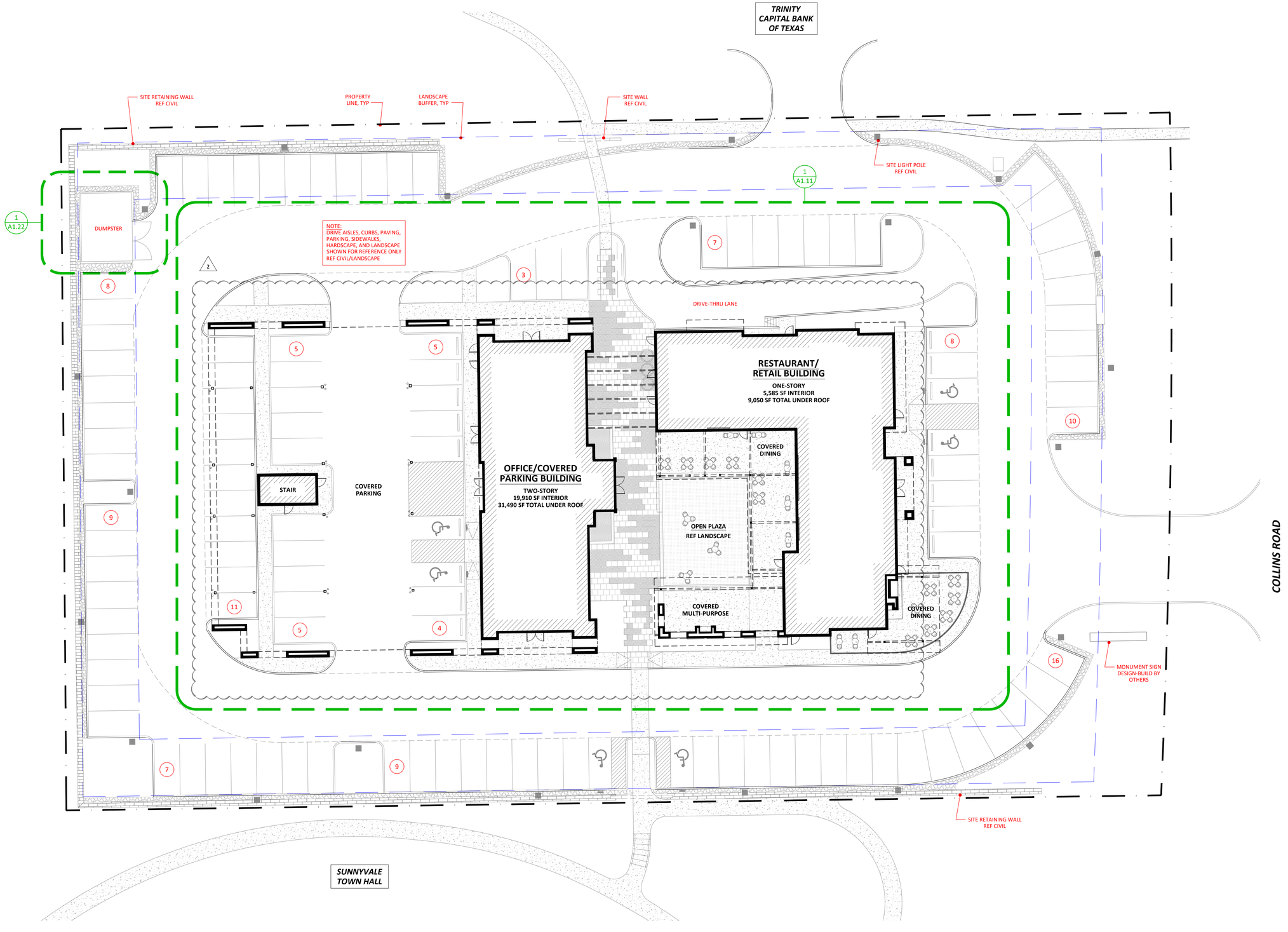


EXHIBIT C
FLOOR PLAN





1 **OVERALL SITE PLAN**

0 16'-0" 32'-0" 48'-0"

SCALE: 1/16"=1'-0"

Mar 21, 2019 - 4:56pm - USER Marc Frame
P:\02 - ARCH\17-030 - SUNNYVALE\02 - DRAWINGS\0101 - A1.01 ARCHITECTURAL SITE PLAN\0101 - A1.01 ARCHITECTURAL SITE PLAN.dwg

ARCHITECT

KILLIAN
STUDIO OF ARCHITECTURE

10670 N CENTRAL EXPWY | STUDIO 600
DALLAS, TEXAS 75231
214.457.3652

DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE THE PROPERTY OF THE ARCHITECT. THEY SHALL NOT BE USED, TRANSFERRED, OR SOLD FOR USE EXCEPT BY AN AGREEMENT IN WRITING FROM THE ARCHITECT.

KENNETH R. KILLIAN, AIA
TX REG. NO. 19489

SEAL

REGISTERED ARCHITECT * KENNETH R. KILLIAN * 19489 STATE OF TEXAS

EXP. 02/28/20

OWNER

NEW HOPE DEVELOPMENT PARTNERS 1, LLC
345 NEW HOPE ROAD
SUNNYVALE, TEXAS 75182
214.457.6493
CONTACT: DERIC SALSER

DEVELOPER

SALSER DEVELOPMENT GROUP, LLC
345 NEW HOPE ROAD
SUNNYVALE, TEXAS 75182
214.457.6493
CONTACT: DERIC SALSER

CONTRACTOR

Z CONSTRUCTORS
11886 GREENVILLE AVE | SUITE 106D
DALLAS, TEXAS 75243
972.682.1435
CONTACT: SETH WILLIAMS

CIVIL ENGINEER

SALCEDO GROUP, INC
110 SW 2ND STREET
GRAND PRAIRIE, TEXAS 75050
214.412.3122
CONTACT: LUIS SALCEDO, P.E.

LANDSCAPE ARCHITECT

SWA GROUP
2001 IRVING BLVD | SUITE 157
DALLAS, TEXAS 75207
214.954.0016
CONTACT: ZANE BUSBEE, PLA, ASLA

STRUCTURAL ENGINEER

GROUPSTRUCTURAL ENGINEERS, INC.
3626 N. HALL STREET | SUITE 810
DALLAS, TEXAS 75219
214.397.0455
CONTACT: HERMAN GUNAWAN, P.E.

MEP ENGINEER

SCHMIDT & STACY
2711 N HASKELL | SUITE 400
DALLAS, TEXAS 75204
214.874.0200
CONTACT: STRIDER STEELE, P.E.

INTERIOR DESIGNER

-
-
-
-
CONTACT: -

PROJECT

SUNNYVALE PARK SQUARE

1

PROJECT ADDRESS

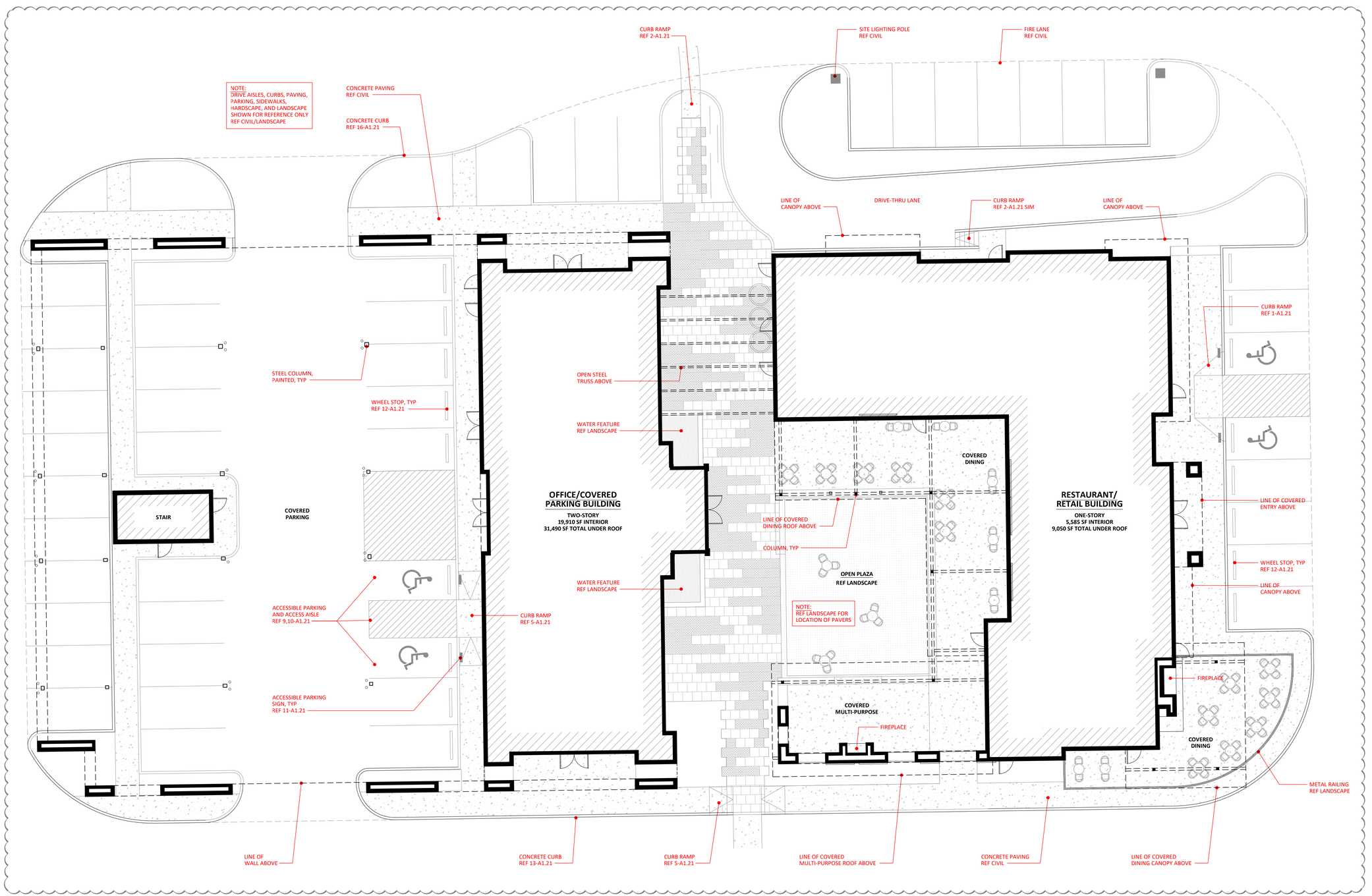
129 N COLLINS ROAD
SUNNYVALE, TEXAS 75182

REV.	DATE	ISSUE
-	12.19.17	PLANNING & ZONING
-	01.08.18	PLANNING & ZONING
-	02.15.18	SCHEMATIC DESIGN
-	03.15.18	DESIGN DEVELOPMENT
-	04.30.18	PERMIT
1	07.13.18	PLAN REVIEW COMMENTS
2	03.22.19	CCD #2

2017.110
PROJECT NUMBER

ARCHITECTURAL SITE PLAN

A1.01
SHEET NUMBER



1 **ENLARGED SITE PLAN**

0 10'-0" 20'-0" 30'-0"

SCALE: 1"=10'-0"

Mar 21, 2019 - 4:56pm - USER Marc Frane
P:\02 - ARCH\17-030 - SUNNYVALE\02 - DRAWINGS\0111 - A1.11 ENLARGED SITE PLAN\0111 - A1.11 ENLARGED SITE PLAN.dwg

ARCHITECT

KILLIAN
STUDIO OF ARCHITECTURE

10670 N CENTRAL EXPWY | STUDIO 600
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214.457.3652

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KENNETH R. KILLIAN, AIA
TX REG. NO. 19489

SEAL

REGISTERED ARCHITECT * KENNETH R. KILLIAN * 19489 * STATE OF TEXAS

EXP. 02/28/20

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SCHMIDT & STACY
2711 N HASKELL | SUITE 400
DALLAS, TEXAS 75204
214.874.0200
CONTACT: STRIDER STEELE, P.E.

INTERIOR DESIGNER

-
-
-
-
CONTACT: -

PROJECT

SUNNYVALE PARK SQUARE

1

PROJECT ADDRESS

129 N COLLINS ROAD
SUNNYVALE, TEXAS 75182

REV.	DATE	ISSUE
-	12.19.17	PLANNING & ZONING
-	01.08.18	PLANNING & ZONING
-	02.15.18	SCHEMATIC DESIGN
-	03.15.18	DESIGN DEVELOPMENT
-	04.30.18	PERMIT
1	07.13.18	PLAN REVIEW COMMENTS
2	03.22.19	CCD #2

2017.110
PROJECT NUMBER

ENLARGED SITE PLAN

A1.11
SHEET NUMBER

ORDINANCE NO. 20-30

AN ORDINANCE OF THE TOWN OF SUNNYVALE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE TO GRANT A SPECIAL USE DESIGNATION THE SALE OF ALCOHOLIC BEVERAGES FOR ON-PREMISE CONSUMPTION FOR PROPERTY LOCATED AT 129 N. COLLINS ROAD SUITE 1101; PROVIDING A PENALTY NOT TO EXCEED TWO THOUSAND AND NO/100 DOLLARS ($2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; SAVINGS, NO SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the property located at 129 N. Collins Road, is zoned LR, Local Retail; and

WHEREAS, a restaurant named Settler's Table is planning to occupy Suite 1101

WHEREAS, at its regular meeting held on November 18, 2020 the Planning & Zoning Commission considered and made recommendations on a request for a Special Use Designation for the sale of alcoholic beverages for on-premises consumption; and

WHEREAS, this change of zoning is in accordance with the adopted Comprehensive Plan of the Town of Sunnyvale, as amended, and the Unified Development Ordinance, as amended; and

WHEREAS, after due deliberations and consideration of the recommendation of the Planning and Zoning Commission, the information received at a public hearing, and other relevant information and materials, the Town Council of the Town of Sunnyvale, Texas finds that this amendment promotes the general welfare and safety of this community.

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

SECTION 1. That the recitals and findings set forth above are hereby found to be true and correct and incorporated as if fully set forth herein.

SECTION 2. That a Special Use Designation authorizing the sale of alcoholic beverages for on-premises consumption on the property located at 129 N. Collins Road Suite 1101 is hereby granted subject to the following conditions:

(a) Said Property shall be improved and operated in accordance with requirements of the Unified Development Ordinance, as amended, and of the site plan and floor plan, which are attached hereto as **Exhibit A** and made a part hereof for all purposes.

(b) The Special Use Designation granted herein for the sale of alcoholic beverages for on-premises consumption shall be limited to that particular area designated on the site plan as encompassing a total area not to exceed 5,194 square feet.

(c) If the property for which this Special Use Designation is granted is not used for the purposes for which said permits were granted within one (1) year after the adoption of this ordinance, the Town Council may authorize hearings to be held for the purpose of considering a change of zoning and repeal of the Special Use Designation granted herein.

SECTION 3. That any person, firm, or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the town, as heretofore amended, and upon conviction shall be punished by a fine set in accordance with Chapter 1, General Provisions, Section 1.109, General penalty for violations of Code; continuing violations, of the Code of Ordinances for the Town of Sunnyvale.

SECTION 4. That it is the intention of the Town Council that this ordinance be considered in its entirety, as one ordinance, and should any portion of this ordinance be held to be void or unconstitutional, then said ordinance shall be void in its entirety, and the Town Council would not have adopted said ordinance if any part or portion of said ordinance should be held to be unconstitutional or void.

SECTION 5. That all ordinances of the Town in conflict with the provisions of this ordinance be, and the same are hereby repealed and all other ordinances of the Town not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That this Ordinance shall become effective from and after its passage and approval and after publication as may be required by law or by the Town Charter or ordinance.

DULY RESOLVED AND ADOPTED by the Town Council of the Town of Sunnyvale, Texas, on this the ***14TH*** day of ***December, 2020.***

TOWN OF SUNNYVALE, TEXAS

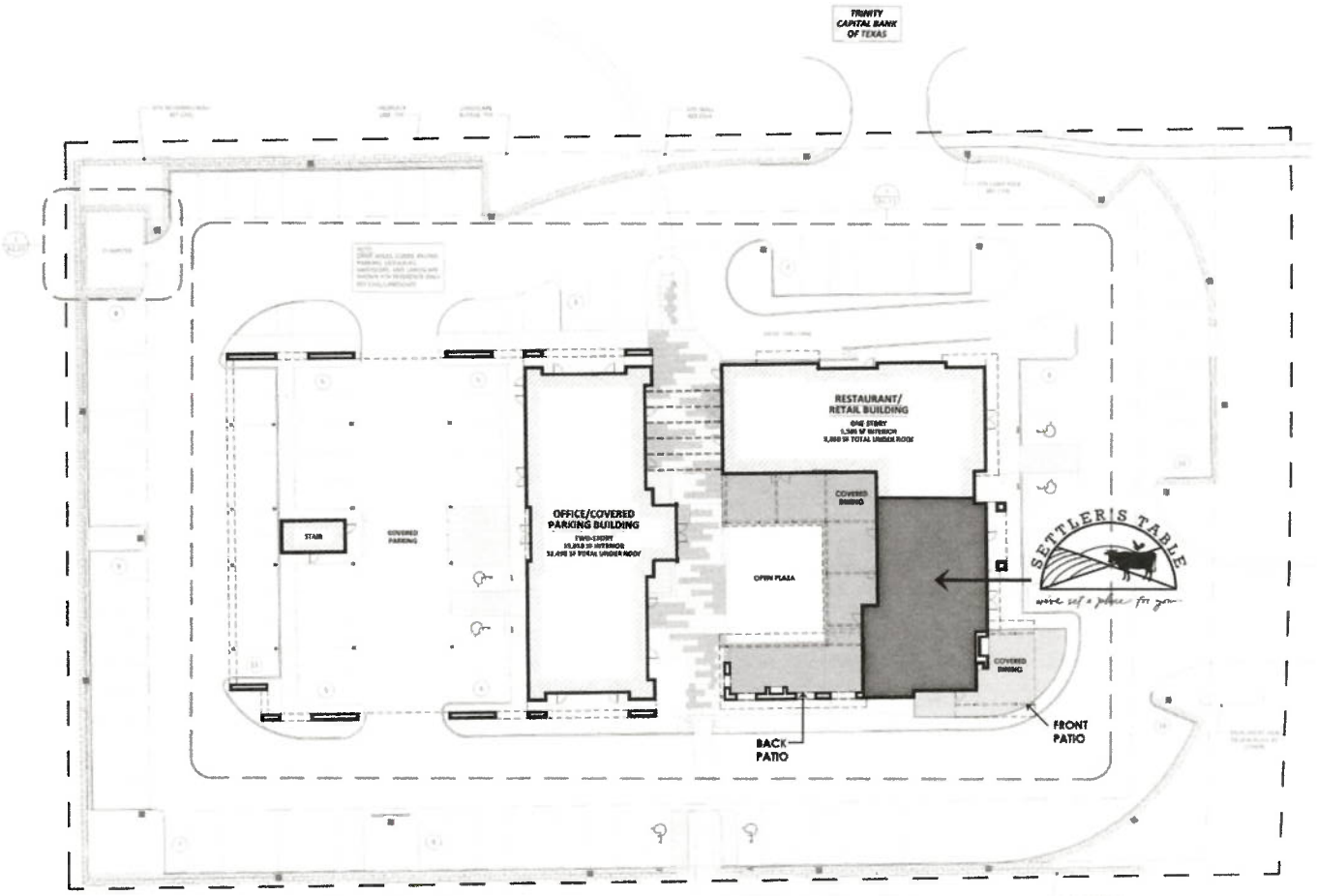
Saji George, Mayor

ATTEST:

Rachel Ramsey, Town Secretary

TOWN OF SUNNYVALE * DALLAS COUNTY, TEXAS *

EXHIBIT A



SITE PLAN

TABULATIONS

RESTAURANT	2,348 sf
FRONT PATIO	783 sf
BACK PATIO	2,063 sf

1 OVERALL SITE PLAN

ARCHITECT
KILLIAN
STUDIO OF ARCHITECTURE

OWNER
NEW HOPE DEVELOPMENT PARTNERS I, LLC
345 NEW HOPE ROAD
SUNNYVALE, TEXAS 75182
214.457.6493
CONTACT: DERIC SALSER

DEVELOPER
SALSER DEVELOPMENT GROUP, LLC
345 NEW HOPE ROAD
SUNNYVALE, TEXAS 75182
214.457.6493
CONTACT: DERIC SALSER

CONTRACTOR
J CONSTRUCTORS
1 LINCOLN GREENVILLE AVE | SUITE 800
DALLAS, TEXAS 75243
972.482.1435
CONTACT: KEITH WILLIAMS

CIVIL ENGINEER
VALCTDO GROUP, INC
110 SW 2ND STREET
GRAND PRAIRIE, TEXAS 75050
214.432.1122
CONTACT: LUIS SALCEDO, P.E.

LANDSCAPE ARCHITECT
SWA GROUP
2001 IRVING BLVD | SUITE 157
DALLAS, TEXAS 75207
214.954.9966
CONTACT: ZANE BURKE, PLA, ASLA

STRUCTURAL ENGINEER
GREG STRUCTURAL ENGINEERS, INC
3636 N. HALL STREET | SUITE 810
DALLAS, TEXAS 75219
214.897.0955
CONTACT: MEHRAN GUNNAR AR, P.E.

MEP ENGINEER
SCHMIDT & STACY
2723 N HASKELL | SUITE 400
DALLAS, TEXAS 75204
214.874.0200
CONTACT: STRIDER STEELE, P.E.

INTERIOR DESIGNER
CONTACT:

PROJECT
SUNNYVALE PARK SQUARE

PROJECT ADDRESS
329 N COLLINS ROAD
SUNNYVALE, TEXAS 75182

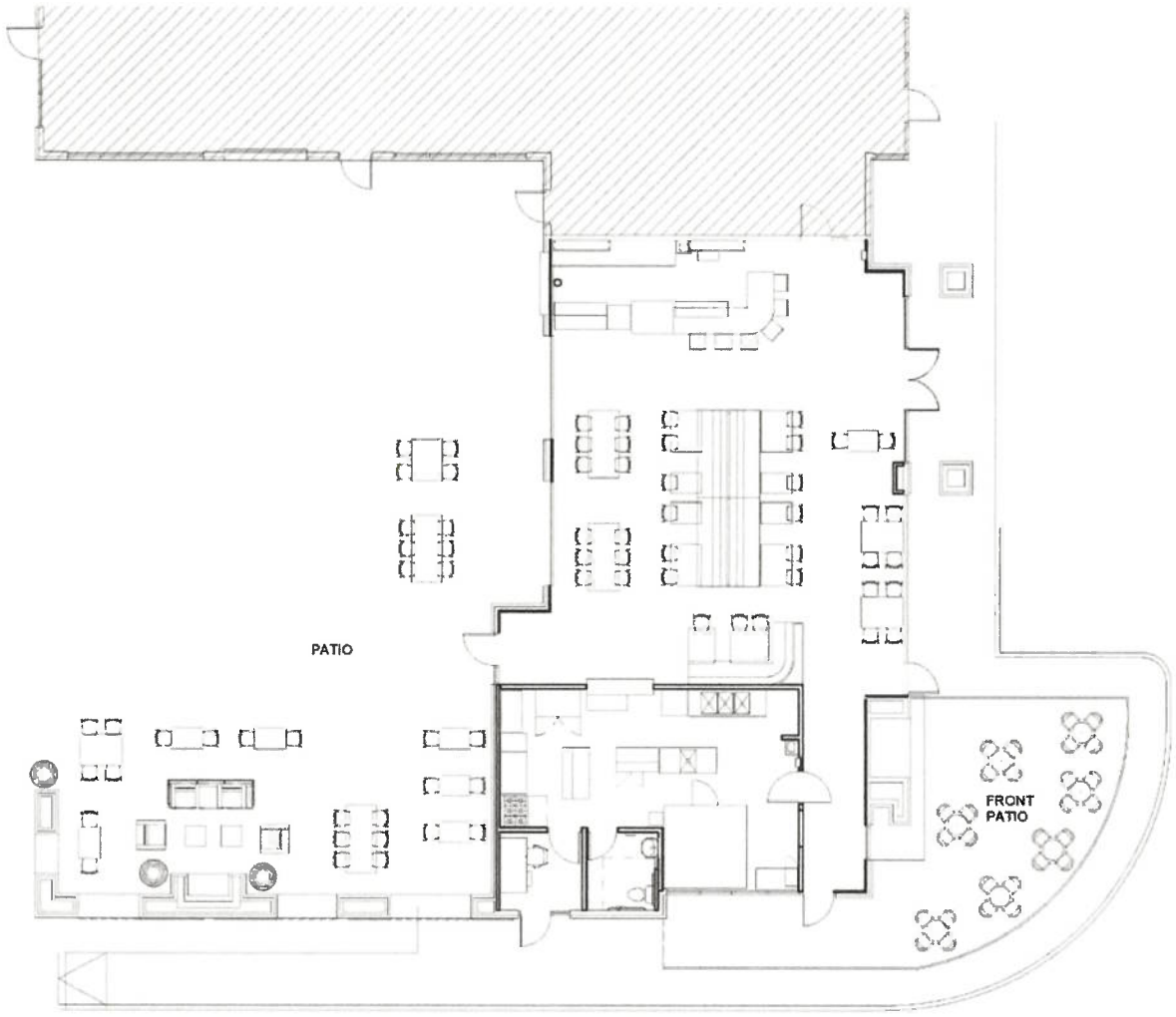
REV	DATE	ISSUE
	11.14.17	PLANNING & ZONING
	01.08.18	PLANNING & ZONING
	02.15.18	SCHEMATIC DESIGN
	04.11.18	DESIGN DEVELOPMENT
	06.30.18	PERMIT
1	07.13.18	PLAN SET (PZ & CLEARANCE SET)

2017.110
PROJECT NUMBER

ARCHITECTURAL SITE PLAN

A1.01
SHEET NUMBER

EXHIBIT A



① 01 FURNITURE PLAN
1/8" = 1'-0"

PLANNING AND ZONING COMMISSION
NOTICE OF PUBLIC HEARING

CASE NO: 1865 – Special Use Permit (SUP) for the sale of alcoholic beverages for Assembly House Wine Co.

LOCATION: 129 N. Collins Rd.

APPLICANT: Eric Woerner, Assembly House Wine Co.

REQUESTING: Applicant is requesting approval of an SUP to allow for the sale of alcoholic beverages on property located at 129 N. Collins Road zoned Local Retail (LR) in accordance with the Town of Sunnyvale Unified Development Ordinance (UDO) (map attached).

The Planning and Zoning Commission will hold a public hearing to consider this request on: Wednesday, November 19, 2025, at 6:00 p.m.

More information for this case can be viewed at (https://www.townofsunnyvale.org/CurrentDevelopments)

The meeting will be located at Town Hall at 127 N. Collins Road, Sunnyvale, Texas 75182. The agenda packet will be posted on the Town website agenda link (https://townofsunnyvale.granicus.com/ViewPublisher.php?view_id=1) at least 72 hours prior to the meeting.

If you have comments regarding this application but do not wish to attend, you may also submit written comments at any time on or before the meeting by completing the following and returning it via mail or email to surupa.sen@townofsunnyvale.org. The comments will be presented to the Planning and Zoning Commission for their review.

☑ I am in favor of the request
☐ I am opposed to the request

Explanation: _____

Signature: _____

Printed Name: Chris Lawless, Trinity Capital Bank

Address: 370 E. Tripp Rd, Sunnyvale, Tx 75182

Town Council

AGENDA ITEM REPORT

L.1

To:	Town Council
Subject:	Discuss, consider and act upon a preliminary plat for Lot 1, Block 1, Clay Road Business Park, consisting of 32.47-acres tract of land, within Industrial (I) zoning district, located at 101 Clay Road. **Case 1849-PLT/Clay Road Business Park**
Meeting:	Town Council - December 8, 2025
Department:	Development Services
Staff Contact:	Laura Evans

SUGGESTED ACTION:

Staff recommends approval.

BACKGROUND INFORMATION:

The subject property is a 32.47-acre unplatted tract of land out of the Thomas D. Coates Survey, Abstract Number 881. The site is located at 101 Clay Road, near the southeast intersection on South Collins Road and Clay Road. The property is currently undeveloped and is zoned Industrial (I). Proposed utility and other easements are shown on the preliminary plat.

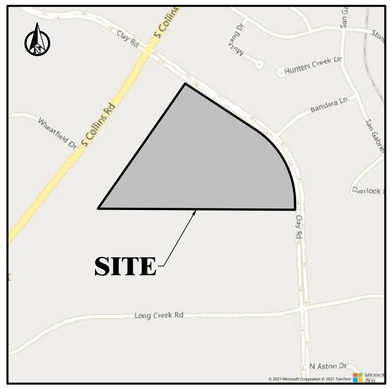
The Planning and Zoning Commission unanimously recommended approval at their regular meeting on October 15, 2025.

Town Council considered this item at their meeting on October 27 th and tabled the consideration until the November 10th meeting.

The City Attorney has reviewed the submission and found issues of non-compliance with the Unified Development Ordinance (UDO) and 2017 Comprehensive Plan.

ATTACHMENTS:

Preliminary Plat
Map



VICINITY MAP
N.T.S.

LEGEND	
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
R.F.	REBAR FOUND
R.C.F.	REBAR WITH CAP FOUND
R.C.S.	RBAR WITH CAP SET "GOODWIN & MARSHALL"

N
W E
S

GRAPHIC SCALE 1"=100'
0 100 200 300

POINT OF BEGINNING
1/2"R.C.F. "PIBURN"
GRID COORDINATES
N=6,971,708.06
E=2,563,136.65

CLAY ROAD
(CALLED 100' R.O.W.)
R.O.W. PARCEL 11, TRACT 2 VOL. 95248, PG. 1724, D.R.D.C.T.
S 56°43'22" E 816.33'

BANDERA LANE

COLLINS ROAD - STATE HIGHWAY 352

N 34°50'04" E 298.63'
N 34°54'10" E 224.70' [PLAT 224.58']
N 34°42'43" E 203.25' [DEED 203.65']
N 35°13'29" E 217.03' [PLAT 217.04']
N 34°53'30" E 537.53' [PLATS 537.43']
400.39' [PLAT 400.28']
399.72' [PLAT 400.00']

R=850.00'
L=834.21' (R.O.W. DEED 834.14')
Δ=56°13'54"
CB=S28°32'19"E
CL=801.14'

S 00°26'19" E 74.11'
(R.O.W. DEED 74.95')

S 00°26'19" E 326.00'

N 89°39'59" W 1913.37'
N 89°39'59" W

LOT 1, BLOCK 1
1,414,224 SQUARE FEET
32.466 ACRES

THOMAS D. COATS SURVEY ABSTRACT No. 331

GRID COORDINATES
N=6,970,493.55
E=2,562,289.20

MONUMENT WITH DISC FOUND

TOWER CONVENIENCE STORE BLOCK 1, LOT 1 20070430803 O.P.R.D.C.T.

MARTINEZ ADDITION BLOCK 1, LOT 1 20060042847 4 O.P.R.D.C.T.

THOUSAND HILLS PROPERTIES, LLC 201000195754 O.P.R.D.C.T.

THE LOGAN ADDITION No. 1 VOL. 95247, PG. 845 D.R.D.C.T.

HENARD ADDITION No. 1 VOL. 98144, PG. 757 D.R.D.C.T.

CLARK ELECTRIC ADDITION VOL. 2000172, PG. 16 O.P.R.D.C.T.

BURRIS ADDITION BLOCK 1, LOT 1 200600146984 O.P.R.D.C.T.

M.J.M. ENTERPRISES ADDITION VOL. 2001088, PG. 9 O.P.R.D.C.T.

BEATY/ROCK INDUSTRIAL ADDITION 20080138568 O.P.R.D.C.T.

TRACT 1 TEXAS POWER & LIGHT COMPANY VOL. 223, PG. 557, D.R.D.C.T.

TRACT 2 LLH MRS MASTER RE, LLC 201400091032 O.P.R.D.C.T.

TEXAS POWER & LIGHT COMPANY VOL. 86250, PG. 5410, D.R.D.C.T.

SECOND TRACT TEXAS POWER & LIGHT COMPANY VOL. 229, PG. 2073, D.R.D.C.T.

MORGAN INDUSTRIAL PARK VOL. 2000050, PG. 29 O.P.R.D.C.T.

LOT 2, BLOCK 1 CLAY COMMERCE CENTER 202200240625 O.P.R.D.C.T.

R.O.W. PARCEL 11, TRACT 1 VOL. 95248, PG. 1724, D.R.D.C.T.

LOT 1, BLOCK A
LOT 2
LOT 1
LOT 1, BLOCK A
LOT 1, BLOCK A

24' MUTUAL ACCESS & FIRELANE EASEMENT (PER PLAT)
DRAINAGE EASEMENT (PER PLAT)
15' X 15' CORNER CLIP DRAINAGE EASEMENT (PER PLAT)
24' MUTUAL ACCESS EASEMENT (PER PLAT)
10' UTILITY EASEMENT (PER PLAT)
10' GUY EASEMENT (PER PLAT)
CORNER NOT FOUND
CORNER NOT FOUND

1/2"R.F.
1/2"R.C.F. "PIBURN"
5/8"R.C.F. "FMI"
5/8"R.F.

WATERLINE EASEMENT
15' WATERLINE EASEMENT
15'x10' WATERLINE EASEMENT
15'X24' WATERLINE EASEMENT
15X10' WATERLINE EASEMENT
15'x32' WATERLINE EASEMENT
15'x14' WATERLINE EASEMENT
FIRE LANE AND UTILITY EASEMENT
PEDESTRIAN ACCESS AND LANDSCAPE EASEMENT
10' LANDSCAPE EASEMENT
20' DRAINAGE EASEMENT 20220033543 O.P.R.D.C.T.
20' DRAINAGE EASEMENT O.P.R.D.C.T.
20' DRAINAGE EASEMENT 20220033550 O.P.R.D.C.T.
1/2"R.C.S. (5/8"R.C.F. "FMI" AT S 21°11' E, 0.85')

26'

OWNED/DEVELOPED BY:

CAPROCK PARTNERS
3230 Camp Bowie Blvd, Suite 425
Fort Worth, TX 76107
949-342-8000

PREPARED BY:

GM civil
Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

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.
Issued for review 10/2/2025 8:18 AM

PRELIMINARY PLAT
OF
CLAY ROAD BUSINESS PARK
LOT 1, BLOCK 1
BEING
32.466 ACRES
SITUATED IN THE
THOMAS D. COATS SURVEY, ABSTRACT No. 331
TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS
Date: October 2025

SHEET 1 of 2

E:\24012 Sunnyvale Caprock\COGO\PLAT\LIB\ PRELIMINARY PLAT.dwg

OWNER'S CERTIFICATION

STATE OF TEXAS:
COUNTY OF DALLAS:

WHEREAS CRP IV CLAY ROAD TX, LLC, a Delaware limited liability company is the owner of a tract of land situated in the Thomas D. Coats Survey, Abstract No. 331, Town of Sunnyvale, Dallas County, Texas, being described in deed recorded in 202400164611, Official Public Records, Dallas County, Texas (OPRDCT), and being more particularly described as follows:

BEGINNING at a 1/2" rebar capped PIBURN found in the southwesterly line of Clay Road (called 100' R.O.W., Parcel 11, Tract 2, Volume 95248, Page 1724, Deed Records, Dallas County, Texas), being the most easterly corner of Tower Convenience Store, Block 1, Lot 1, an addition to the Town of Sunnyvale, Dallas County, Texas as recorded in 20070430803, OPRDCT and the most northerly corner of said CRP IV Clay Road Tx tract;

THENCE along the southwesterly and west line of said Clay Road, as follows:

South 56 degrees 43 minutes 22 seconds East, a distance of 816.33 feet to a 5/8" rebar capped FMI found at the beginning of a non-tangent curve to the right, having a radius of 850.00 feet;

Southeasterly, along said curve, having a central angle of 56 degrees 13 minutes 54 seconds, an arc distance of 834.21 feet (R.O.W. deed 834.14 feet), and a chord that bears South 28 degrees 32 minutes 19 seconds East, 801.14 feet to a 5/8" rebar capped FMI found at the end of said curve;

South 00 degrees 26 minutes 19 seconds East, non-tangent to said curve, a distance of 74.11 feet (R.O.W. deed 74.95 feet) to a 1/2" rebar capped Goodwin & Marshall set at the southeast corner of said CRP IV Clay Road Tx tract, said point lying in the north line of the Second Tract as described in deed to Texas Power & Light Company, recorded in Volume 229, Page 2073, Deed Records, Dallas County, Texas (DRDCT), from which a 5/8" rebar capped FMI found bears South 00 degrees 26 minutes 19 seconds East, 326.00 feet, and a 5/8" rebar capped FMI found bears South 21 degrees 11 seconds East, 0.85 feet;

THENCE North 89 degrees 39 minutes 59 seconds West, along the north line of said Texas Power & Light Company Second Tract and the north line of a Tract 1 as described in deed to Texas Power & Light Company, recorded in Volume 223, Page 557, DRDCT, a distance of 1,913.37 feet to a 1/2" rebar found at the southwest corner of said CRP IV Clay Road Tx tract and the southeast corner of the M.J.M. Enterprises Addition, an addition to the Town of Sunnyvale, Dallas County, Texas as recorded in Volume 2001088, Page 9, OPRDCT;

THENCE North 34 degrees 53 minutes 30 seconds East, departing said Texas Power & Light Company Tract 1, along the easterly line of said M.J.M. Enterprises Addition, the Burris Addition, Block 1, Lot 1, recorded in 200600146984, OPRDCT, the Clark Electric Addition, recorded in Volume 200172, Page 16, OPRDCT, and the Henard Addition No. 1, recorded in Volume 98144, Page 757, DRDCT, a distance of 537.53 feet (plats 537.43 feet) to a 1/2" rebar found at the northeasterly corner of said Henard Addition No. 1 and the southeasterly corner of The Logan Addition No. 1, recorded in Volume 95247, Page 845, DRDCT;

THENCE North 35 degrees 13 minutes 29 seconds East, along the easterly line of said The Logan Addition No. 1, a distance of 217.03 feet (plat 217.04 feet) to a 1/2" rebar capped PIBURN found at the northeasterly corner of said The Logan Addition No. 1 and the southeasterly corner of a tract of land as described in deed to Thousand Hills Properties, LLC, recorded in 201000195754, OPRDCT;

THENCE North 34 degrees 42 minutes 43 seconds East, along the easterly line of said Thousand Hills Properties tract, a distance of 203.25 feet (deed 203.65 feet) to a 5/8" rebar capped EMI found at the northeasterly corner of said Thousand Hills Properties tract and the southeasterly corner of the Martinez Addition, Block 1, Lot 1, recorded in 200600428474, OPRDCT;

THENCE North 34 degrees 54 minutes 10 seconds East, along the easterly line of said Martinez Addition, Block 1, Lot 1, a distance of 224.70 feet (plat 224.58 feet) to a 1/2" rebar found at the northeasterly corner of said Martinez Addition, Block 1, Lot 1 and the southeasterly corner of aforementioned Tower Convenience Store, Block 1, Lot 1;

THENCE North 34 degrees 50 minutes 04 seconds East, along the easterly line of said Tower Convenience Store, Block 1, Lot 1, a distance of 298.63 feet (plat 298.34 feet) to the POINT OF BEGINNING and containing 1,414,224 square feet or 32.466 acres of land.

MAINTENANCE AGREEMENT FOR DRAINAGE FACILITIES

The Owner of the platted property agrees to perpetually maintain the drainage facilities within the drainage, floodplain and maintenance easements shown on this plat as follows:

The Owner agrees to maintain in good structural condition and repair all drainage pipes, including reinforced concrete pipe (RCP) and other drainage piping material. The Owner agrees to repair any defects in the storm drainage piping system, including leaking pipe joints, deflection of flexible pipe diameter in excess of 5%, pipe structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage system. The Owner agrees to repair any drainage pipe defects within 30 calendar days after having notice or knowledge of the problem via inspection by the Owner, and/or the Town of Sunnyvale.

The Owner agrees to maintain, repair and remove obstructions in the storm drainage inlet and outlet structures, including but not limited to grate inlets, curb inlets, catch basins, Y-inlets, and headwalls. The Owner agrees to repair any defects in the storm drainage inlet or outlet structures and remove obstructions that might impair the hydraulic capacity or structural soundness of the drainage system. The Owner agrees to repair any drainage inlet or outlet structural defects and remove obstructions within 30 calendar days after having notice or knowledge of the problem via inspection by the Owner, and/or the Town of Sunnyvale.

The Owner agrees to maintain and repair concrete channel lining, pilot channels, rock rip_rap, gabions or any other channel lining material and to repair any defects in the channel lining material including undermining, excessive cracking and settlement, structural failure, or other defects that might impair the hydraulic capacity or structural soundness of the drainage system. Rock rip_rap washed downstream will be replaced as needed to maintain the rock layer thickness as designed. The Owner agrees to repair any defects in the channel lining within 30 calendar days after having notice or knowledge of the problem via inspection by the Owner, and/or the Town of Sunnyvale.

The Owner agrees to maintain and repair channels, ditches and detention or retention ponds and to repair erosion in same by backfilling the eroded area and re-establishing protective vegetation or by armoring the eroded area with gabions, rock rip-rap, concrete or other material approved by the Town Engineer. The Owner agrees to repair any eroded areas in the channels, ditches and detention or retention ponds within 30 calendar days after having notice or knowledge of the problem via inspection by the Owner, and/or the Town of Sunnyvale.

Channels, ditches and detention or retention ponds will be inspected monthly by the Owner to determine vegetation removal maintenance. Removal of willows, cottonwoods or other "woody" vegetation from channels, ditches, detention ponds and retention ponds shall be done at least once a year. Ditches, earthen channels and detention or retention ponds shall be mowed as frequently as required to prevent grassy vegetation from exceeding a height of more than one foot.

Channels, ditches, detention or retention ponds, inlet and outlet structures and drainage piping will be inspected for debris, trash and sediment accumulation at least once a year. The accumulated debris, trash or sediment will be removed as needed to insure the designed hydraulic capacity of the drainage system, with sediment accumulations in detention ponds not to exceed 18_inches in depth before removal is required. Trash or debris shall not be allowed to accumulate and shall be removed within 30 calendar days after having notice or knowledge of the problem via inspection by the Owner, and/or the Town of Sunnyvale.

The Owner or a representative agent agrees to inspect all drainage facilities every 365 calendar days to identify any obstructions or structural problems, complete a written inspection report, and take the actions necessary to remove obstructions and repair structural problems within 30 calendar days. The Owner shall ensure a copy of the inspection report is forwarded to the Engineering Division within 10 calendar days of the inspection.

Owner agrees to maintain access to the drainage system within the drainage, floodway and maintenance easements for maintenance and inspection by the Owner, and/or the Town of Sunnyvale.

All references in this maintenance agreement to repairs to be made "within 30 calendar days" shall mean that the Owner shall commence repairs within 30 calendar days after having notice or knowledge of the problem via inspection by the Owner, and/or the Town of Sunnyvale. The Owner shall diligently work to complete such repairs.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That CRP IV CLAY ROAD TX, LLC, a Delaware limited liability company (Owner), acting by and through its duly authorized officer, does hereby adopt this plat, designating the herein above described property as CLAY ROAD BUSINESS PARK, LOT 1, BLOCK 1, an addition to the Town of Sunnyvale, Dallas County, Texas, and does hereby dedicate and convey, in fee simple, to the public use forever, the streets and alleys shown hereon. The easements shown thereon are hereby reserved for the purposes indicated. The easements and fire lanes shall be open to the public, fire and police units, garbage and rubbish collection agencies, and all public and private utilities for each particular use. The maintenance of paving on the utility easements and fire lanes is the responsibility of the property owner. No buildings, fences, trees, shrubs, or other improvements, obstructions, or growths shall be constructed, reconstructed or placed upon, over or across the easements and fire lanes as shown. Said easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same. The Town of Sunnyvale shall have the right to remove and keep removed from fire lanes, all or parts of any building, fences, trees, shrubs or other improvements, obstructions, or growths which in any way endanger or interfere with access of fire units to fire protection facilities or equipment. All, and any public utility shall have the right to remove and keep removed all or parts of any building, fences, trees, shrubs, or other improvements, obstructions or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. (Any public utility shall have the right to ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility).

The easement, rights, and privileges granted by this conveyance are exclusive, and owner covenants not to convey any other easement or conflicting rights in the area covered by this grant. The easements shown hereon shall be perpetual. Owner's heirs, personal representatives, successors, and assigns are ash shall be bound to warrant and defend forever the easement and rights conveyed in this instrument against every person lawfully claiming or to claim all or part of the interest in the property.

Water main and wastewater easement shall also include additional area of working space for construction and maintenance of the systems. Additional easement area is also conveyed for installation and maintenance of manholes, cleanouts, fire hydrants, water services on wastewater services from the main to the curb or pavement line, and description of such additional easements herein granted shall be determined by their location as installed.

This plat approved subject to all platting ordinances, rules, regulations, and resolutions of the Town of Sunnyvale, Texas.

WITNESS MY HAND at _____ , _____ , this the ____ day of _____ , 2025.

CRP IV CLAY ROAD TX, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF _____:
COUNTY OF _____:

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ , known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____ , 2025.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF _____

SURVEYORS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

That I, Joel S. Barton, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that I have prepared this plat from an actual and accurate survey of the land and that the corner monuments, angle points and point of curve shown thereon were found and/or properly placed and that this plat correctly represents the survey made by me.

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.
Issued for review 10/2/2025 8:18 AM

_____
Joel S. Barton
Registered Professional Land Surveyor No. 4914
GMcivil
2559 SW Grapevine Pkwy
Grapevine, Texas 76051
817-329-4373

STATE OF TEXAS:
COUNTY OF TARRANT:

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared Joel S. Barton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MAY HAND AND SEAL OF OFFICE, this ____ day of _____ , 2025.

_____
NOTARY PUBLIC, TARRANT COUNTY, TEXAS

NOTES:

1. Bearings and grid coordinates are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

2. According to the Federal Emergency Management Agency Flood Insurance Rate Map No. 48113C0390K, map revised July 7, 2014, and Map No. 48113C0395K, map revised July 7, 2014, the property platted hereon appears to lie in ZONE X NON-SHADED (Areas determined to be outside the 0.2% annual chance floodplain).

3. Selling a portion of this addition by metes and bounds is a violation of town subdivision ordinance and state platting statutes and is subject to fines and withholding of utilities and building certificates.

4. The undersigned Owner does hereby covenant and agree that they shall construct upon the Fire Lane Easements, as dedicated and shown hereon, a hard all-weather surface and that they shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats, or other impediments to the access of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the Owner, and the Owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking." The police are hereby authorized to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for Fire Department and emergency use.

5. Any and all maintenance of access easements, pedestrian access easements, fire lane easements, utility easements, or landscape easements dedicated by this plat is the responsibility of Owner, its' successors, or assigns.

6. Any and all maintenance of private drainage system including detention ponds is the responsibility of Owner, its' successors, or assigns.

7. Any and all maintenance of common areas and employee amenities is the responsibility of Owner, its' successors, or assigns.

8. Development standards of this plat shall comply with platting requirements of the United Development Ordinance.

APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SUNNYVALE, TEXAS on this the ___ day of _____ , 2025.

_____
Chairman, Planning and Zoning Commission

APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SUNNYVALE on this the ___ day of _____ , 2025.

_____
Mayor

ATTEST:

_____
Town Secretary

OWNED/DEVELOPED BY:

CAPROCK PARTNERS
3230 Camp Bowie Blvd, Suite 425
Fort Worth, TX 76107
949-342-8000

PREPARED BY:

GMcivil Engineering & Surveying
2559 SW Grapevine Pkwy, Grapevine, Texas 76051
817-329-4373
TxEng Firm # F-2944 | TxSurv Firm # 10021700

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.
Issued for review 10/2/2025 8:18 AM

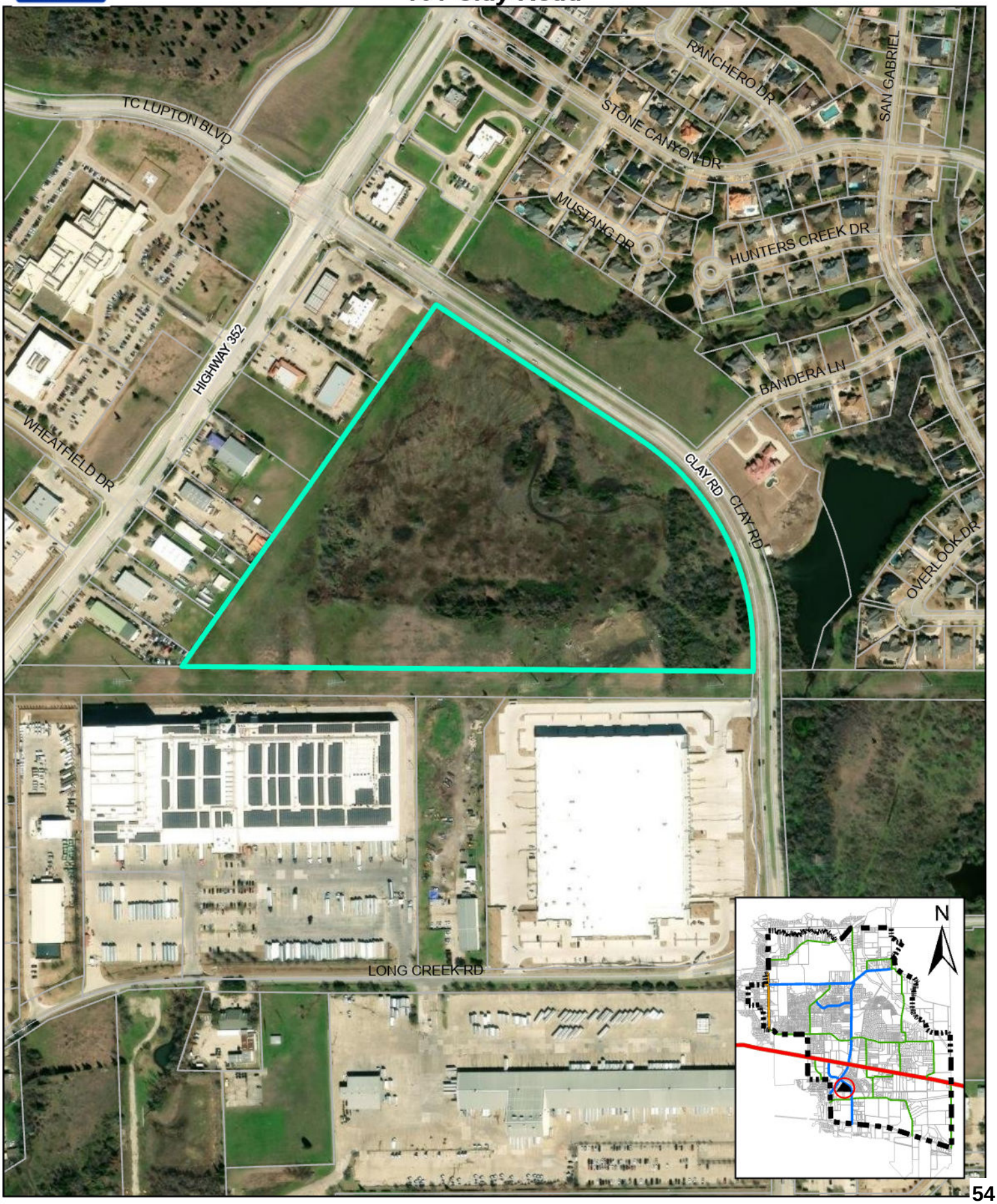
PRELIMINARY PLAT
OF
CLAY ROAD BUSINESS PARK
LOT 1, BLOCK 1
BEING
32.466 ACRES
SITUATED IN THE
THOMAS D. COATS SURVEY, ABSTRACT No. 331
TOWN OF SUNNYVALE, DALLAS COUNTY, TEXAS
Date: October 2025

SHEET 2 of 2

E:\24012 Sunnyvale Caprock\COGO\PLAT\LIB\ PRELIMINARY PLAT.dwg

TOWN OF SUNNYVALE

Case 1849 - PLT - Preliminary Plat
101 Clay Road



Town Council

AGENDA ITEM REPORT

L.2

To: Town Council

Subject: Discuss, consider, and act upon a contract for professional services from KSA Engineers, INC. (a Pape-Dawson company) related to the design and construction of a new police department and animal services building, and authorize the Interim Town Manager to execute the contract in an amount not to exceed $1,314,110.

Meeting: Town Council - December 8, 2025

Department: Development Services

Staff Contact: Surupa Sen

SUGGESTED ACTION:

Staff recommends approval.

BACKGROUND INFORMATION:

The Town of Sunnyvale has several facilities and buildings that need replacement or upgrade due to age, location, and have reached maximum capacity for personnel to meet growing service demands.

The Sunnyvale Animal Shelter and the Police Department are currently located at 371 Long Creek Road and 364 Long Creek Road respectively. Both facilities are in dire need of improvement and expansion. Both animal shelter and the public works service center are located at 364 Long Creek Road which makes expansion of either facility challenging.

Sunnyvale Police Department currently has a contract with city of Mesquite dispatch services. However, due to growing community needs and effective service delivery, the police department should contain space and operational flexibility to house dispatch, adequate storage, and material processing capacity. Existing police department lacks these amenities. The building is locationally constrained within the site for expansion due to underground storage tanks as well.

The new facilities will be built on vacant town-owned land, approximately 4.06 acres, next to the current police station at 364 Long Creek Road. There are two strategic advantages to this approach. First, the land is already available, and the Town does not have to incur expenses related to purchase of new land. Second, this would allow design and construction of both facilities without interrupting operations at the current police department or the animal shelter across the street at 371 Long Creek Road.

Once the facilities are constructed, it would allow the Public Works-Service Center building, the much-needed expansion, when the current animal shelter is relocated from that site.

Staff have solicited a proposal from KSA for a design build contract (including schematic design, basic architectural services, construction procurement assistance, and construction project administration) for both facilities. KSA has designed many municipal facilities over the last 30 plus years including numerous animal shelters and police department projects, some of which have been recently completed or are currently under construction.

To reiterate, both Animal Shelter and the Police Department facilities have severely outgrown their spacing and operational needs to effectively serve the community.

FINANCIAL IMPACT:

Adequate funds have been allocated in Fiscal Year 2025-2026 budget for design and construction of these essential Town facilities. Construction cost estimates will be generated once the programming phase of the architectural services is complete.

PUBLIC NOTICE:

As advised by Town Council, staff and KSA have done online community surveys and a public meeting to gather community input related to the new animal shelter. We have received 80 responses to the online community survey with overwhelming support for the new animal shelter. A public meeting was held on December 2, 2025, in the afternoon at the Sunnyvale Town Hall to gather feedback as well.

ATTACHMENTS:

Proposed Design Build Contract-KSA

CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES
NEW ANIMAL SHELTER AND NEW POLICE STATION

THIS CONTRACT (the "**CONTRACT**" or "**AGREEMENT**") is by and between the **TOWN OF SUNNYVALE**, a Texas home rule municipality, hereinafter the "**TOWN,**" acting by and through the Town Manager, duly authorized to act on behalf of the TOWN, and KSA ENGINEERS, INC, (a Pape-Dawson company) and a Texas corporation, hereinafter the "**ARCHITECT,**" acting by and through the Project Manager, duly authorized to so act on behalf of the **ARCHITECT**, to be effective on the date upon which the last of the parties has approved and duly executed this Agreement (the "Effective Date").

WHEREAS, the TOWN desires to obtain professional architectural and engineering services in connection with the **NEW ANIMAL SHELTER AND NEW POLICE STATION PROJECT** for the Town of Sunnyvale, hereinafter called "the PROJECT"; and

WHEREAS, ARCHITECT has professional staff experienced in the area involved in the PROJECT and is competent and qualified to perform the PROJECT, and the TOWN has determined that ARCHITECT is a highly qualified provider of professional architectural and engineering services; and

WHEREAS, the TOWN desires to contract with ARCHITECT to provide professional architecture and engineering services related to the PROJECT, and ARCHITECT desires to provide professional architectural and engineering services defined herein, for the price provided herein, said price stipulated by the TOWN and the ARCHITECT to be a fair and reasonable price; and

NOW, THEREFORE, for and in consideration of the terms and conditions of this Agreement, the TOWN and ARCHITECT agree as follows:

1. SERVICES

1.1 Scope of Services

The ARCHITECT shall perform the services set forth in the Scope of Service and Deliverables set forth in **Appendix A** (the "**SERVICES**").

1.2 Approach to PROJECT

KSA understands that the TOWN desires to plan, design, and construct a new Animal Shelter and New Police Station. KSA has broadly identified the following TOWN goals for this project in proposal dated October 16, 2025 and updated November 19, 2025 included in Appendix A.

The scope of the project is to provide the full A/E design services for both the Animal Shelter and the Police Station based on recent discussion regarding this project. The scope of the work includes architecture, Mechanical/Electrical/Plumbing engineering, and structural engineering.

This project is identified by ARCHITECT as Project Number 104542.

2. TOWN'S RESPONSIBILITIES

So as not to delay the work of ENGINEER, the TOWN shall perform the following in a timely manner:

2.1 Provide Existing Data

Owner to provide any relative data regarding the site

Existing data delivered to the ARCHITECT by the TOWN remains the property of the TOWN and must be returned to the TOWN after completion of the PROJECT.

2.2 Provide Standards

After authorization to proceed, if required by the Scope of Work, provide TOWN standard bidding and contract documents, which are to be used for public bidding of the PROJECT. If required by the Scope of Work, the ARCHITECT shall provide all bid item descriptions, item quantities, special provisions, technical specifications, plans and other project specific information that is required for bidding the PROJECT in the format required by the TOWN.

2.3 Provide Access

Arrange for access to, and make all provisions for, ARCHITECT or ENGINEER'S Subconsultants to perform work under this CONTRACT.

2.4 Town Representative

The TOWN agrees to designate a representative to act as a contact person on behalf of the TOWN. The representative is the Town Engineer.

3. SCHEDULE

3.1 Schedule

The ARCHITECT shall complete the SERVICES according to the following schedule:

- See Appendix B attached.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the TOWN and approval by authorities having jurisdiction over the PROJECT and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the design critical path caused by review times by the TOWN or a permitting agency exceeding those anticipated by the ENGINEER'S schedule are cause for adjustments in the schedule.

Any adjustments made to the agreed-upon schedule shall be made in writing and acceptable to both parties.

The ARCHITECT shall begin work within 7 days of receipt of the executed CONTRACT and written Notice to Proceed.

A schedule of completed work, including a bar graph schedule showing the percentage complete of each of the items in the SERVICES, will be submitted each month with the request for partial payment to the TOWN.

3.2 Completion of Services

ENGINEER'S performance of the SERVICES shall be considered complete on the date when TOWN has accepted the submissions for that item.

3.3 Changes

If the TOWN requests significant modifications or changes in the SERVICES, general scope, extent or character of the PROJECT, the time of performance of the SERVICES, the various rates of compensation and schedule may be re-negotiated.

3.4 Written Authorization for Additional Work

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ARCHITECT shall not authorize or undertake any work pursuant to this CONTRACT that would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4, "Payment for Services," of this CONTRACT, without first having obtained the specific written authority to do so from the TOWN.

4 PAYMENT FOR SERVICES

4.1 Terms

Terms used in describing the applicable compensation for the SERVICES shall have the meaning indicated below:

Basic Architecture Fee:

Basic Architecture Fee shall mean those expenses incurred by the ARCHITECT in performing the SERVICES for the PROJECT (the "BASIC ARCHITECURE FEE").

Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the ARCHITECT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below. Invoices to be submitted via email to Town Engineer.

Twelve percent (12%) annum.

Reimbursable Expenses

Reimbursable Expenses (Miscellaneous) shall mean the actual expenses incurred by ARCHITECT in the interest of the PROJECT not covered in the SERVICES, for courier or express mail service and telegrams, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required under Section 1 (the "REIMBURSABLE EXPENSES").

Additional Services

Additional services are services that are **not** included in the BASIC SERVICES. Additional services will be provided to the Town as agreed in writing at the time such services are authorized ("Additional Services"). These services are listed below.

- Civil Engineering
- Geotechnical Engineering
- Surveying
- A/V, CCTV and Access Controls
- TDLR Review and Inspection
- Community Input Sessions (two included)

See Appendix A for specific scope of work tasks to be performed by above-listed subconsultants.

4.2 Basis and Amount of Compensation for Basic Services

ARCHITECT agrees to perform the SERVICES for the PROJECT for the compensation listed below:

BASIC SERVICES

ITEM	AMOUNT	BASIS OF COMPENSATION
Schematic Design	118,910	
Design Development	237,815	
Construction Documents	475,635	
Preconstruction/Design Assist	59,455	
Construction Administration	297,270	
SUB-TOTAL – BASIC SERVICES	**$1,189,085**	

The total compensation for basic services shall not exceed $1,189,085 which does not include REIMBURSABLE EXPENSES or ADDITIONAL SERVICES for BASIC ARCHITECTURE FEE.

4.3 Basis and Amount of Compensation for Reimbursable Expenses

REIMBURSABLE EXPENSES (Miscellaneous) shall be reimbursed by the TOWN at actual cost with detailed documentation (copy of receipt or invoice). Reimbursable expenses are as defined in Section 4, Payment terms, Reimbursable Expenses.

4.4 Basis and Amount of Compensation for Additional Services

ADDITIONAL SERVICES shall be compensated by the TOWN. When applicable, the ***KSA ENGINEERS*** 2025 Standard Billing Rates attached hereto as **Appendix C** will be used. No Additional Services shall be performed without the TOWN's prior written approval.

ADDITIONAL SERVICES

ITEM	AMOUNT	BASIS OF COMPENSATION
Civil Engineering	40,250	LUMP SUM
Geotechnical Engineering	20,000	
Additional Survey	15,000	
A/V, CCTV and Access Controls	34,500	
TDLR Review*	4,775	
Community Input Sessions (two included)	10,500	
SUB-TOTAL – ADDITIONAL SERVICES	**$ 125,025**	

*Assumes that TDLR will require separate registrations for the buildings - one for the Animal Shelter and one for the Police Station.

4.5 Total Fee

BASIC SERVICES

ITEM	AMOUNT	BASIS OF COMPENSATION
Schematic Design	118,910	LUMP SUM
Design Development	237,815	
Construction Documents	475,635	
Preconstruction/Design Assist	59,455	
Construction Administration	297,270	
SUB-TOTAL – BASIC SERVICES	**$1,189,085**	

ADDITIONAL SERVICES

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Additional Survey	15,000	
A/V, CCTV and Access Controls	34,500	
TDLR Review*	4,775	
Community Input Sessions (two included)	10,500	
SUB-TOTAL – ADDITIONAL SERVICES	**$ 125,025**	

TOTAL – BASIC AND ADDITIONAL SERVICES $1,314,110

Note: T&M = Time & Materials (Reimbursable), LS = Lump Sum (Basic Service)
The compensation to the ARCHITECT for performing the BASIC SERVICES shall not exceed **$1,189,085.** REIMBURSABLE EXPENSES will be paid by the TOWN to the ARCHITECT shall not exceed **$125,025.** The compensation paid by the TOWN to the ARCHITECT for all services performed under this CONTRACT shall not exceed **$1,314,110.**

Payment for and REIMBURSABLE EXPENSES will be due within 30 days of the date of the invoice.

4.6 Partial Payments for Services

Partial fee payments may be applied for at monthly intervals, based upon statements, which reflect the percentage of work completed for the various items listed in SERVICES, REIMBURSABLE EXPENSES and ADDITIONAL SERVICES. These statements shall be prepared by the ARCHITECT and must be verified and approved by the TOWN.

4.7 Delay

If ENGINEER'S SERVICES are delayed or suspended in whole or in part by the TOWN for more than one year for reasons beyond ENGINEER'S control, the various rates of compensation, including ADDITIONAL SERVICES, provided for elsewhere in this CONTRACT may be subject to re-negotiation.

5 TERMINATION, SUSPENSIONS OR ABANDONMENT

5.1 Termination

The TOWN or the ARCHITECT may terminate this CONTRACT for any reason or convenience upon thirty (30) days' notice to the other party. Irrespective of which party shall effect termination or the cause therefore, the TOWN shall, within thirty (30) calendar days of termination, remunerate ARCHITECT for services rendered and costs incurred, in accordance with the terms of this CONTRACT, up to the time of termination. All plans, field

survey, and other data related to the PROJECT shall become the property of TOWN upon termination of the CONTRACT and shall be promptly delivered to the TOWN in a reasonably organized form and in a format acceptable to the TOWN. Should TOWN subsequently contract with a new ARCHITECT for continuation of services on the PROJECT, ARCHITECT shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

5.2 Suspension

If the TOWN suspends the PROJECT (in writing) for more than 30 consecutive days, the ARCHITECT shall be compensated for work performed prior to notice of such suspension. When the PROJECT is resumed, the ENGINEER'S compensation shall be subject to re-negotiation.

5.3 Contract Termination Due to Project Cancellation

The TOWN may terminate the CONTRACT upon not less than seven (7) days written notice to the ARCHITECT in the event the PROJECT is canceled.

6 GENERAL CONSIDERATIONS

6.1 Professional Standards

The ARCHITECT shall perform the SERVICES: (i) with the prevailing professional skill and care ordinarily provided by competent architects practicing in the same or similar locality and under the same or similar circumstances and professional license but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect. The ARCHITECT shall comply with the applicable laws and rules of the current "Texas Architecture Practices Act," the "Professional Engineering Practices Act", the "Professional Land Surveying Practices Act," and the "Texas Board of Professional Land Surveying General Rules of Procedures and Practices." The TOWN'S approval, acceptance, use of or payment for all or any part of the ARCHITECT'S work herein under or of the PROJECT itself shall in no way alter the ARCHITECT'S obligations or the TOWN'S rights thereunder.

6.2 Town Control

It is understood and agreed that the TOWN shall have complete control of the SERVICES to be rendered, and that no work shall be done under this CONTRACT until the ARCHITECT is instructed to proceed with the work.

6.3 Independent Agent

ARCHITECT and TOWN agree that ARCHITECT and any officer, employee or agent of ARCHITECT, in the performance of this CONTRACT shall act in an independent capacity and not as an officer, agent or employee of the TOWN.

6.5 Compliance with Laws

ARCHITECT shall always observe and comply with all federal, state and local laws, ordinances and regulations including all amendments and revisions thereto, in the performance of all work in connection with this PROJECT, specifically and not limited to any laws relating to conflicts of interest. ARCHITECT is put on notice that TOWN will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with the TOWN to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest Questionnaire and returning to the TOWN in accordance with provisions thereof. Failure to comply with any applicable laws, including provisions of Chapter 176, may result in: (i) the forfeiture by ARCHITECT of all benefits of this CONTRACT; (ii) the retainage by TOWN of all services performed by ENGINEER; and (iii) the recovery by TOWN of all consideration, or the value of all consideration, paid to ARCHITECT pursuant to this CONTRACT.

6.6 No Additional Work without Authorization

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ARCHITECT shall not authorize or undertake any work pursuant to this CONTRACT, which would require the payment of any fee, expense or reimbursement in addition to the fee stipulated in Article 4 of this CONTRACT, without having first obtained specific written authority therefor from the TOWN.

6.7 Assignment & Sub-contracting

This CONTRACT shall not be assigned or sub-contracted in whole or part without the written consent of the TOWN.

6.8 Indemnification

ARCHITECT, ITS OFFICERS, AGENTS AND EMPLOYEES DO HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS, AT ARCHITECT'S COST, THE TOWN, ITS TOWN COUNCIL, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, DEMANDS OR SUITS FOR INJURIES, DAMAGES, LOSS, OR LIABILITY OF WHATEVER KIND OF CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE BY THE ARCHITECT OF THOSE SERVICES CONTEMPLATED BY THE CONTRACT, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS AND SUBCONTRACTORS, WHETHER OR NOT CAUSED

SOLELY BY THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS OR SUBCONTRACTORS OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, §271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, §130.002(B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEY'S FEES AND COSTS, COURT COSTS AND SETTLEMENT COSTS IN PROPORTION TO THE ENGINEER'S LIABILITY.

ARCHITECT AGREES THAT THE ARCHITECT IS SOLELY RESPONSIBLE FOR THE SAFETY OF ARCHITECT AND ITS EMPLOYEES IN THE PERFORMANCE OF THIS CONTRACT AND AGREES TO HOLD HARMLESS TOWN, ITS OFFICERS AND AGENTS FROM AND AGAINST ANY LIABILITY ARISING FROM THE PERSONAL INJURY OR DEATH OF THE ARCHITECT OR THE EMPLOYEES OF THE ARCHITECT ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.

IN ITS SOLE DISCRETION, THE TOWN SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY THE ARCHITECT IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE TOWN. THE ARCHITECT SHALL RETAIN THE TOWN'S APPROVED COUNSEL FOR THE TOWN WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE TOWN THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF THE ARCHITECT DOES NOT RETAIN COUNSEL FOR THE TOWN WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE ARCHITECT SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE TOWN 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.

THE ARCHITECT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY THE ARCHITECT UNDER THIS AGREEMENT.

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.9 Insurance

The ARCHITECT shall provide and maintain, until the work covered in this CONTRACT is performed to the satisfaction of the TOWN, the minimum insurance coverages as follows:

1. Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations ($1,000,000 products/completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the ARCHITECT'S obligations contained in the contract.

2. Workers Compensation insurance at statutory limits, including Employers Liability coverage a minimum limits of $1,000,000 each-occurrence each accident/$1,000,000 by disease each-occurrence/$1,000,000 by disease aggregate.

3. Commercial Automobile Liability insurance at minimum combined single limits of 1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired car coverage.

4. Errors & Omissions coverage:

    a. Professional Liability with minimum limits of $1,000,000 or higher, depending on the type, size, and scope of services.

    b. This coverage must be maintained for at least two (2) years after the PROJECT is completed. If coverage is written on a claims-made basis, a policy retroactive date equivalent to the inception date of the CONTRACT (or earlier) must be maintained during the full term the CONTRACT.

PLEASE NOTE: The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The ARCHITECT may maintain reasonable and customary deductibles, subject to approval by the TOWN.

Any subcontractor(s) hired by the ARCHITECT shall maintain insurance coverage equal to that required of the ARCHITECT. It is the responsibility of the ARCHITECT to assure compliance with this provision. The TOWN accepts no responsibility arising from the conduct, or lack of conduct, of the subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards (for engineering and architects), and contractual liability.

With reference to the foregoing insurance requirement, the ARCHITECT shall specifically endorse applicable insurance policies as follows:

1. The TOWN shall be named as an additional insured with respect to General Liability and Automobile Liability.

2. All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.

3. A waiver of subrogation in favor of the TOWN shall be contained in the Workers Compensation, and all liability policies.

4. All insurance policies shall be endorsed to require the insurer to immediately notify the TOWN of any material change in the insurance coverage.

5. All insurance policies shall be endorsed to the effect that the TOWN will receive at least thirty- (30) days' notice prior to cancellation or non-renewal of the insurance.

6. All insurance policies, which name the TOWN as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.

7. Required limits may be satisfied by any combination of primary and umbrella liability insurances.

8. The ARCHITECT may maintain reasonable and customary deductibles, subject to approval by the TOWN.

9. Insurance must be purchased from insurers that are financially acceptable to the TOWN.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Shall specifically set forth the notice-of-cancellation or termination provisions to the TOWN.

Upon request, the ARCHITECT shall furnish the TOWN with certified copies of all insurance policies.

6.10 Property

All documents, including drawings, field notes, surveys, tracings, calculations, computer input

and output, digital or computer files, etc., prepared by the ARCHITECT pursuant to this CONTRACT shall become the property of the TOWN. The ARCHITECT may retain copies of all documents. Any reuse of the documents shall conform to The Texas Engineering Practice Act.

7. MISCELLANEOUS

7.1 Governing Law

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Dallas County, Texas. if legal action is necessary to enforce this CONTRACT, exclusive venue will lie in Dallas County District Court.

7.2 Boycotting Israel, Business with Foreign Terrorist Organizations, Energy Companies and Firearms Entities:

A. Boycotting Israel. To the extent this CONTRACT constitutes a contract for goods or services for which a written verification is required under §§ 2271.001-002 TEX. GOV'T. CODE, ARCHITECT and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, further certifies and verifies that it does not boycott Israel and agrees that it will not boycott Israel during the term of this CONTRACT. For purposes of this CONTRACT, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (TEX. GOV'T. CODE §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102) The foregoing verification is made solely to comply with Chapter 2271, TEX. GOV'T. CODE, to the extent the appliable provision in Chapter 2271.001, TEX. GOV'T. CODE does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott Israel" shall have the meaning assigned to such term in § 808.001(1), TEX. GOV'T. CODE. The ARCHITECT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the ARCHITECT and exists to make a profit.

B. Certification Regarding Terrorist Organizations. To the extent this CONTRACT constitutes a contract for goods or services for which a written verification is required under §§ 2252.151-.154 Tex. Gov't. Code, the ARCHITECT hereby certifies that it and its parent company, wholly or majority- owned subsidiaries, and other affiliates, if any, is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

C. Verification Regarding Firearm Entities or Trade Associations. To the extent this CONTRACT constitutes a contract for goods or services for which a written verification is required under § 2274.002 (b) Tex. Gov't. Code, (i) the ARCHITECT

verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the ARCHITECT will not discriminate during the term of the CONTRACT against a firearm entity or firearm trade association. The foregoing verification is made solely to comply with Chapter 2274, Tex. Gov't. Code, to the extent the appliable provision in Chapter 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "firearm entity or firearm trace association" shall have the meaning assigned to the terms in § 2274.001 (6), (7), Tex. Gov't. Code. The ARCHITECT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the ARCHITECT and exists to make a profit.

D. Verification Regarding Energy Company Boycotts. To the extent this CONTRACT constitutes a contract for goods or services for which a written verification is required under §§ 2276.002(b)(1),(2) Tex. Gov't. Code, the ARCHITECT hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with § 2274.002, Tex. Gov't. Code, as amended, to the extent § 2274.002, Tex. Gov't. Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in § 809.001, Tex. Gov't. Code. The ARCHITECT understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the ARCHITECT and exists to make a profit.

7.3 Severability

If any provision of this CONTRACT is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this CONTRACT; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this CONTRACT shall remain in full force and effect and shall be interpreted to give effect to the intent of the parties.

7.4 Survival

Any liabilities or obligations of a party for acts or omissions prior to the cancellation or termination of this CONTRACT, and any other provisions of this CONTRACT which, by their terms, are contemplated to survive (or to be performed after) termination of this CONTRACT, shall survive cancellation or termination thereof.

7.5 Entire Agreement; Amendments

This CONTRACT constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with

respect to this subject matter. This CONTRACT may be amended by the mutual written agreement of the Parties.

7.6 *Notices*

Any notice required or permitted to be delivered hereunder may be sent by first class mail, or courier, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If to the TOWN:

Attn: Interim Town Manager
Town of Sunnyvale
127 N. Collins Road
Sunnyvale, Texas 75182
Bill.Vegas@townofsunnyvale.org

With copy to:

Attn: Surupa Sen
Director of Planning and Development
Town of Sunnyvale
127 N. Collins Road
Sunnyvale, Texas 75182
Surupa.Sen@townofsunnyvale.org

If to the ARCHITECT:

KSA Engineers, Inc., a Pape-Dawson Company
Attn: John Selmer, AIA, NCARB, LEED AP BD+C, GGP, RRC
1111 Hawn Ave.
Shreveport, LA 71107
jselmer@ksaeng.com

7.7 Appendices

The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

Appendix A: Scope of Work and Deliverables
Appendix B: Schedule
Appendix C: KSA Schedule of Hourly Fees

[signature page follows]

TOWN OF SUNNYVALE

By: _____
Bill Vegas, Interim Town Manager

Date: _____

Attest: _____
Rachel Ramsey, Town Secretary

ENGINEER

By: Mitchell L. Fortner
Mitchell L. Fortner, P.E., Managing Principal, KSA

Date: 11/20/2025

Attest: Sheila Rogers
Sheila Rogers, Contract Specialist

If ENGINEER'S firm is a corporation, attest and affix corporate seal.

Appendix A
Standard Engineering Contracts
Scope of Services and Deliverables

1. Attendance at preliminary kickoff meeting with TOWN staff and project stakeholders and monthly status meetings or reports as necessary to maintain project schedule.

2. Preparation & distribution to project stakeholders of **written minutes** of all meetings.

3. Preparation & distribution to project stakeholders of **written monthly project status reports** outlining work/activities accomplished in the past month and activities planned for the next month. Schedule issues, milestones reached, action items identified, critical path tasks and decisions identified and team member assignments for critical activities should be highlighted in these monthly reports.

4. Submittals of plans and specifications for review shall consist of a minimum of one paper set and one digital copy (pdf for plans and Microsoft Word for specifications).

5. 1 Full size paper set of plans and specifications for bidding. The ARCHITECT shall also supply the TOWN with one digital copy of the bid plans and specifications (with addendums as necessary) in pdf format for posting to the TOWN electronic bid service and for use during the pre-bid meeting.

6. Checking of References and preparing a Letter of Recommendation for Award of Contract.

7. Review, comment and approval of shop drawings and other submittals as required by contract documents including maintenance of a submittal log detailing pertinent information regarding the review status of project submittals and shop drawings. Issuance of approved shop drawings and submittals to contractor. Whenever possible shop drawing submittals will be submitted and reviewed in digital format.

8. Response to contractor requests for information (RFI) regarding project plans and specifications.

9. Preparation of one set of record drawings based on information provided by the contractor and TOWN inspector as follows:

    1) One Blackline (24” x 36”) set of the plans including **all sheets** of the approved drawings with cover sheet, details, etc.

    2) An electronic copy of the record drawings shall be submitted on a flash drive **in the following three formats:**

a) AutoCAD (.dwg file format). The .dwg files for the plan set may be in either model or paper space.
b) TIFF Class IV, 400 dpi format.
c) Adobe Portable Document Format (PDF file format)

3) An electronic copy of digital project files such as design reports, geotechnical reports, survey data, photographs (tif or jpg format), specifications, in pdf file format and Microsoft Word (.doc) format, etc. shall be submitted electronically (file-share, or USB)

4) The changes identified by CONTRACTOR and reviewed or supplemented by the TOWN's Inspector, shall be shown and noted in the revision block.

5) Revisions shall be drawn using accepted drafting standards and shall be neat and easily read and interpreted.

6) Line work and notes related to work deleted or changed shall be omitted from the drawing. **All information on the blackline copies shall be crisp with well-defined lines and lettering. The information shall have high contrast and be capable of producing a high quality, legible document, and scanned image**.

(This section purposefully blank)

a Pape-Dawson company

8866 Synergy Dr.
McKinney, TX 75070
972.542.2995

October 16, 2025, **updated November 19, 2025** ***via email***

Mr. Bill Vegas
Interim Town Manager
127 N. Collins Road
Sunnyvale, Texas 75182

Re: ***Proposal to Town of Sunnyvale, Texas***
New Animal Shelter and New Police Station
A/E Services for Full Design and Construction Administration
KSA Project Number 104542

Dear Mr. Vegas:

Thank you for allowing us to submit a proposal for architectural services that will continue our efforts to provide the Town of Sunnyvale with a new Animal Shelter and new Police Station. Previous discussions have indicated that you would like KSA to provide the Town of Sunnyvale with design services for the Animal Shelter, as well as, a new Police Station. In addition, the Town is considering the possibility of seeking the services of Design Assist(Preconstruction Services)/Construction Manager at Risk for the construction of this project. Our proposal is based on our past design efforts and our understanding of the project moving forward. It can be amended if you deem appropriate.

SCOPE

The scope of the project is to provide the full A/E design services for both the Animal Shelter and the Police Station based on recent discussion regarding this project. The scope of the work includes architecture, Mechanical/Electrical/Plumbing engineering, and structural engineering. The project (both buildings) will be constructed on the previously identified 4.06-acre site located at 368 Long Creek Road:

- Final Animal Shelter total Building Gross Area to be targeted for approximately 3,500 square feet which includes a rear porch with outside kennels.
- Final Police Station total Building Gross Area to be targeted for approximately 17,000 square feet.
- Site development will include necessary utility services, new drives, parking lots, access drives, and police cruisers parking (secured).
- All components to be included in the project to be verified by comparing our opinion of cost to the budget and obtaining Owner approval.

Based on the information provided we have a clear understanding of the vision for this project. KSA will provide full service architectural, structural, mechanical, electrical, and plumbing design services for this project as part of the basic services. At the present time we assume that you will require services for assistance with the design and construction administration of this project. It is assumed that the project will be designed as one set of Construction Documents and will be constructed as one construction project potentially through a Construction Manager at Risk (CMAR) delivery method.

BASIC SERVICES

SCHEMATIC DESIGN PHASE SERVICES

- The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

- The Architect shall discuss with the Owner the Owner's program schedule, budget for the work, project site, and alternative approaches to design and construction of the project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the project requirements.

- Based on the project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the project and the Architect shall prepare and submit to the Owner a preliminary estimate of the cost of the work.

- The Architect shall submit the Design Documents to the Owner and request the Owner's approval.

DESIGN DEVELOPMENT PHASE SERVICES

- Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

- The Architect shall update the Opinion of Probable Construction Cost in coordination with the Construction Manager at Risk (CMAR)

- The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probably Construction Cost, and request the Owner's approval.

CONSTRUCTION DOCUMENTS PHASE SERVICES

- Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the work. The Owner and Architect acknowledge that to construct the work, the awarded Contractor (or CMAR) will provide additional information including shop drawings, product data, samples, and other similar submittals, which the Architect shall review.

- The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

- The Architect shall submit the Construction Documents to the Owner and request the Owner's approval.

- The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary Opinion of Probable Construction Cost, shall assist the Owner in reviewing the Guaranteed Maximum Price from the Construction Manager at Risk (CMAR).

PRECONSTRUCTION SERVICES/DESIGN ASSIST WITH CMAR

- RFQ to be prepared (with assistance from KSA) to evaluate and select a Construction Manager at Risk (CMAR) to offer design assist/preconstruction services and construction services for both projects being constructed simultaneously
- CMAR will have a direct contract with the Town
- The Architect (KSA) will have a direct contract with the Town
- The Architect will work collaboratively with the selected CMAR during design and construction to achieve the project goals.
- CMAR process to provide benefit of achieving a Guaranteed Maximum Price (GMP) during the design and planning phase of the project

CONSTRUCTION ADMINISTRATION PHASE SERVICES

- The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Architect be responsible.

- The Architect shall visit the site during construction to become generally familiar with the progress and quality of the portion of the work completed, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents.

- The Architect shall review and certify the amounts due the Contractor.

- The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data, and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

REVIEW PHASES

The owner shall be presented with Design Documents for review and comments at each of the following stages, listed below in Basic Services.

ITEMS TO BE PROVIDED BY OTHERS:

- Existing title for subject property
- Permitting and review fees
- Telecommunications/data system design

- Construction Materials Testing – Special Inspections (IBC Ch. 17 or IECC energy audits)

EXCLUSIONS:

- SWPPP or TCEQ Submittals
- Franchise Utility Design
- Detailed cost estimating
- Furniture Planning/Design

ADDITIONAL SERVICES

Beyond the scope of services as listed above, we also propose to provide additional services for civil engineering, geotechnical engineering, surveying, A/V, CCTV, Access Controls, and TDLR Review and Inspection. As requested, we have also included community involvement meetings related to the new Animal Shelter. These stakeholder/community sessions will provide engagement with the citizens of the Town, animal shelter advisory committee, and others (as deemed appropriate by the Town). See below for the fees associated with these tasks.

SUGGESTED BUDGET AND PAYMENTS

Based upon previous work and discussion for the New Animal Shelter and Police Station projects, a proposed Opinion of Probable Construction Cost (OPCC) has been established as $13,989,250.00 for both buildings being constructed at one time. For a project of this size and type we propose A/E fees based on an 8.5% professional fee of the total project cost.

BASIC SERVICES		LUMP SUM FEE
Schematic Design	(10%)	$118,910
Design Development	(20%)	$237,815
Construction Documents Phase Services	(40%)	$475,635
Preconstruction/Design Assist	(5%)	$59,455
Construction Administration	(25%)	$297,270
SUBTOTAL BASIC SERVICES FEE	**(100%)**	**$1,189,085**

ADDITIONAL SERVICES	LUMP SUM FEE
Civil Engineering	$40,250
Geotechnical Engineering	$20,000
Additional Survey Information	$15,000
A/V, CCTV, and Access Controls	$34,500
Community Input Sessions (two included)	$10,500
TDLR Review and Inspection	$4,775*

* Assumes that TDLR will require separate registrations for the buildings
- one for the Animal Shelter and one for the Police Station

SUBTOTAL ADDITIONAL SERVICES FEE	**$125,025**
TOTAL DESIGN SERVICES FEE	**$1,314,110**

The Services Fee excludes any required permit or application fees.

SCHEDULE

The schedule shall be defined and agreed upon by the Owner and the Architect upon acceptance of this agreement.

If you are in agreement with the scope of work (we are amenable to changes, discussions, etc.) outlined herein and the proposed fee, please indicate the same by executing this document at the place provided for hereon. KSA will then prepare a formal contract and begin work. Please let me know if you have any questions. Bill, thank you for the opportunity to continue working with the Town of Sunnyvale and I look forward to hearing from you.

Respectfully submitted,

KSA
A Pape-Dawson Company

John E. Selmer, AIA, NCARB, LEED AP BD+C, GGP, RRC
Associate Vice President
jselmer@ksaeng.com
KSA Project Number 104542

CLIENT ACCEPTANCE:

_____
Owner

Date: _____

*Signature of this proposal is neither final nor contractually binding and is meant only as an informal agreement to the scope and fee for a pending full Town of Sunnyvale A/E contract.

EXHIBIT "B"
CONCEPTUAL PROJECT SCHEDULE

Approve Design Proposal and Execute Contracts		December 2025
Programming	45 days	February 2026
Issue CMAR RFQ		March 2026
Schematic Design	60 days	April 2026
Select CMAR		May 2026
Design Development	90 days	July 2026
Construction Documents	100 days	November 2026
Pricing/Guaranteed Maximum Price (GMP) by CMAR		December 2026
Construction	12-15 months	January – March 2028

* Note: Duration to include review time and this is a conceptual project schedule subject to change based on receipt of survey and geotechnical report to initiate the design process. In addition, selected CMAR will dictate schedule when final GMP is prepared.

Appendix C
Schedule of Hourly Fees

Principal	$370.00/hour
Senior Aviation Planner	$260.00/hour
Aviation Planner	$185.00/hour
Electrical Engineer	$225.00/hour
Electrical Design Engineer	$160.00/hour
Senior Project Manager	$310.00/hour
Project Manager	$235.00/hour
Senior Project Engineer	$200.00/hour
Project Engineer	$180.00/hour
Senior Design Engineer	$160.00/hour
Design Engineer	$140.00/hour
Senior Project Architect	$285.00/hour
Project Architect	$145.00/hour
Design Architect	$110.00/hour
Senior Engineering Technician	$230.00/hour
Engineering Technician	$125.00/hour
Senior Design Technician	$160.00/hour
Design Technician	$100.00/hour
Safety Manager	$145.00/hour
Safety Specialist	$105.00/hour
Regulation Compliance Specialist	$135.00/hour
Project Assistant	$100.00/hour
Senior CAD Technician	$115.00/hour
CAD Technician	$ 90.00/hour
Senior Project Representative	$130.00/hour
Project Representative	$110.00/hour
Graphic Designer	$ 85.00/hour
Administrative Assistant	$100.00/hour
Secretary	$ 60.00/hour
Three-Man Survey Crew	$235.00/hour
Two-Man Survey Crew	$190.00/hour
Senior Registered Surveyor	$215.00/hour
Registered Surveyor	$175.00/hour
Senior Survey Technician	$125.00/hour
Survey Technician	$110.00/hour
Mileage	$ 0.70/mile
ATV (4-Wheeler)	$100.00/day
GPS	$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

CONTRACTING WITH THE TOWN OF SUNNYVALE

Updated: January 8, 2016

Conflict of Interest Questionnaire
And Disclosure of Interested Parties (Form 1295)

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods or services. Further information regarding Texas Conflict of Interest laws and the ***Conflict of Interest Questionnaire*** (Form CIQ) can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm
PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties law and Form 1295 can be found at the Texas Ethics Commission web site at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF CONTRACT AWARD AND REQUESTED TO ELECTRONICALLY FILE FORM 1295 WITH THE TEXAS ETHICS COMMISSION.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

MITCHELL L. FORTNER		10/31/2025
Name of signatory	Signature	Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1382922

Date Filed:
10/29/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
KSA Engineers, Inc.
Longview, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Town of Sunnyvale, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
104542
Architectural services in connection with the new Town Police Station & Animal Shelter

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Fortner, Mitchell	Longview, TX United States	X	
Phipps, Craig	Houston, TX United States	X	
Buck, Lanny	Longview, TX United States	X	
Aylor, Christopher	Tyler, TX United States	X	
Barry, Chris	Longview, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Mitchell L. Fortner, and my date of birth is 4/17/1962.

My address is 140 E. Tyler Street, Suite 600, Longview (city), TX (state), 75601 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Gregg County, State of Texas, on the 29th day of October (month), 20 25 (year).

Mitchell L. Fortner

Signature of authorized agent of contracting business entity
(Declarant)

Town Council

AGENDA ITEM REPORT

L.3

To:	Town Council
Subject:	Discuss, consider, and act upon authorizing the Interim Town Manager to enter into a professional services agreement with Cooksey Communications, to create the Sunnyvale Economic Development website and associated services, in an amount not to exceed $68,145.
Meeting:	Town Council - December 8, 2025
Department:	Development Services
Staff Contact:	Surupa Sen

SUGGESTED ACTION:

Staff recommends approval.

BACKGROUND INFORMATION:

Sunnyvale Economic Development Department supported by the 4B-EDC Board, has been successfully attracting and incentivizing, local, and regional business prospects to promote a business friendly development environment. A good economic development website serves as the "digital front door" of a community. It is an essential marketing and lead-generating tool in attracting the target industries as outlined in the Sunnyvale Economic Development Strategic Plan. In achieving the desired strategic objectives of the 4B-Board, a website design, and development process is being worked on with the help of Cooksey Communications.

Cooksey Communications are the Town's current marketing and communications consultant, who have produced several award-winning newsletter, media promos, marketing, and digital material for the Town. Staff would like to present their expertise in website development to the Town Council and request approval to move forward with the project.

FINANCIAL IMPACT:

The stipulated $68,145 expense will be encumbered under the 4B sales tax FY25-26 annual budget.

ATTACHMENTS:

Cooksey Letter of Agreement for Sunnyvale EDC Website

cooksey®

Strategic communications
where expertise is essential

LETTER OF AGREEMENT

THIS AGREEMENT ("Agreement") is effective as of December 9, 2025 (the "Effective Date") by and between Cooksey Communications, Inc., a Texas corporation ("Cooksey®" or "Contractor") whose address is 5525 N. MacArthur Blvd., Suite 530, Irving, Texas 75038; and the Town of Sunnyvale ("Client"), whose office address is 127 Collins Road, Sunnyvale, Texas 75182.

Client desires to retain Cooksey® as an independent contractor to provide strategic communications services related to the design, development and maintenance of an economic development website.

In consideration therefore, Client agrees to pay Cooksey **a total project fee not to exceed SIXTY-EIGHT THOUSAND ONE HUNDRED FORTY-FIVE DOLLARS ($68,145)**, including the following fees-for-services, plus 5% CSTIM fee covering routine expenses for the term of this Agreement as outlined below:

- **Service #1 – Website Design & Development:** Not to exceed $40,000, covering up to 178 hours of service at Cooksey's current hourly blended rate of $225, plus 5% CSTIM fee.
- **Service #2 – Video Production**: Not to exceed $10,000, covering up to 44 hours of service at the aforementioned hourly rate, plus 5% CSTIM fee.
- **Service #3 – Custom Photography:** Not to exceed $9,500, covering up to 42 hours of service at the aforementioned hourly rate, plus 5% CSTIM fee.
- **Service #4 – Ongoing Website Maintenance:** $5,400 covering up to 24 hours of service at the aforementioned hourly rate, plus 5% CSTIM fee.

In so contracting, the parties agree that Cooksey is an independent contractor and is not an employee, partner, or co-venture of Client. The manner in which Cooksey's services are rendered shall be within Cooksey's sole control and discretion. Cooksey is not authorized to sign any sponsorship or other agreement on behalf of the Client without prior review and approval by an authorized party of Client.

Scope of Work

In consideration for the fees and the mutual covenants contained in this Agreement, Client and Cooksey agree that Cooksey will provide the strategic communications services described in detail within the November 14, 2025 proposal from Cooksey to Client, which is attached as Appendix A and hereby incorporated by reference into this Agreement.

In addition to those proposed services, Cooksey will provide basic website content management training to Client staff, enabling them to make routine updates to site content after site launch.

The services provided within the Scope of Work shall not exceed the maximum hours of service stipulated above, except as otherwise noted in the **Additional Fees/Hours** section below.

Billing

The service fees described above, plus 5% CSTIM fee, will be billed as follows:

- **Service #1 – Website Design & Development:**
  - $15,000 + 5% CSTIM fee billed upfront upon Agreement execution and due immediately to commence work
  - $10,000 + 5% CSTIM fee billed on February 1, 2026, or upon reaching the midpoint of the budgeted hours for site design and development services, whichever comes first
  - Remaining service fee due (based on actual hours used, and subject to the maximum service fee specified above) + 5% CSTIM fee billed upon Client's Phase 2 (interior pages) site approval and launch (anticipated for March 31, 2026)
    - Please note: Any *mutually pre-approved, non-routine out-of-pocket expenses* such as those incurred for purchase of *stock photograph*y, will also be added to this final design and development services invoice
- **Service #2 – Video Production**
  - $5,000 + 5% CSTIM fee billed once Cooksey and Client mutually agree to commence video production work (potentially during Phase 1 homepage development, potentially during Phase II full site development, or potentially in the spring after site launch)
  - Remaining service fee due (based on actual hours used, and subject to the maximum service fee specified above) + 5% CSTIM fee billed upon Client video approval and addition to website
- **Service #3 – Custom Photography**
  - $5,000 + 5% CSTIM fee billed once Cooksey and Client mutually agree to schedule and begin the custom photography work (likely in the spring after site launch)
  - Remaining service fee due (based on actual hours used, and subject to the maximum service fee specified above) + 5% CSTIM fee billed upon Client approval of photography and addition of selected photos to the website
- **Service #4 – Ongoing Website Maintenance**
  - $5,400 + 5% CSITM fee billed in full immediately upon initial launch of the live Phase I website/homepage (anticipated in February 2026) to commence maintenance services

All invoices are due net 15 calendar days from the invoice date, unless expressly stipulated otherwise. Payments received after 30 calendar days of the invoice date shall be subject to late charges at a rate of one-and-a-half percent (1.5%) per month (18% per annum).

At the conclusion of the engagement, or monthly as appropriate, Cooksey will invoice Client for any non-routine, out-of-pocket expenses incurred in performing the contracted services (see **Expenses and Exclusions** section below).

Additional Fees/Hours

It is not typical for Cooksey to bill for a small number of additional hours worked on a project or a set of services, so long as this overage is less than 10 percent (10%) of the hours that are covered by the total project fee or the line-item services described above.

In the course of performing services, if it becomes apparent that satisfactory performance of any of the Agreement-stipulated services will cause Cooksey to exceed the hours compensated by the project fee or line-item services by more than 10 percent (10%), Cooksey will promptly notify Client, provide a written estimate of the additional hours required and obtain advance written approval from Client of any additional fees before undertaking and completing extra work. If no further services are desired by

Client, Cooksey shall deliver the work performed within the Agreement-covered hours and will receive the normal fee associated with such deliverables in accordance with this Agreement.

If the budgeted hours for one set of services in the Scope of Work can be reallocated to another set of services described above in order to mitigate the anticipated hourly overage, Cooksey will endeavor to do so wherever possible.

If Client requests new services or projects not specifically delineated in this Agreement, Cooksey will provide a written estimate of the hours and costs associated with those services or deliverables and will require advance, written approval before undertaking any additional work. Any such incidental work would be estimated and, if approved by Client, performed at the billing rate described above, or as agreed to in writing.

Expenses and Exclusions

Cooksey, for the benefit of Client, may incur non-routine, third-party expenses in the course of implementing the requested services, including but not limited to such items as newswire services, clipping services, photography, outsourced printing costs and other expenses charged by third-party vendors. Any such third-party vendor expenses will be billed directly by the vendor to Client, unless otherwise agreed to mutually by Cooksey and Client. Expenses handled by Cooksey will incur a 15 percent (15%) markup. Any individual, third-party vendor expenses over $250 must be approved in advance, in writing, by Client.

Should Client require any creative services or associated production expenses beyond those included in the Scope of Work section or Cooksey's proposal to Client for this project, these services and expenses would be estimated separately by Cooksey for Client's advance, written approval prior to undertaking the services desired.

Client Services, Technology and Information Management (CSTIM) Fee

Each invoice shall include Cooksey's standard CSTIM fee, calculated at five percent (5%) of the project fee, which covers routine internal expenses regularly incurred on all of its clients' behalf. These expenses include, but are not limited to, mileage incurred for travel to/from meetings and events (up to 100 miles from the Cooksey office); photocopies and in-house printing; courier or delivery charges; subscriptions for online media resources such as Muck Rack (global media database and intelligence service); subscriptions for videoconferencing services (Zoom, WebEx, Microsoft Teams, etc.); maintenance of communications infrastructure for 24/7 client service; and subscriptions to base-level versions of electronic marketing services such as SurveyMonkey (Standard Annual plan only).

The 5% CSTIM fee will be applied to each invoice described above in the Billing section, and in combination with the fees-for-services, shall not in the aggregate exceed the not-to-exceed maximum stipulated above.

If Cooksey expects to incur any extraordinary, non-routine expenses that would exceed the amount covered by the CSTIM fee, Cooksey will notify Client prior to incurring such charges and seek advance, written approval from Client to invoice for those extraordinary expenses.

Media Buying and Sequential Liability

If Cooksey is placing or buying media for Client (paid advertising), then Client must provide written approval for and sign media plans before insertion orders and purchase orders can be created and submitted to the media organization. Unless expressly agreed otherwise in writing between Cooksey and Client, purchases made by Cooksey on Client's behalf shall be subject to a 15 percent (15%) markup,

consistent with other external expenses where Cooksey is providing credit to Client. This markup shall be waived only if the media organization is billing Client directly for such media purchases.

All Cooksey-submitted insertion orders and purchase orders shall make it clear that responsibility for payment to the media organization lies with Client, not with Cooksey. Cooksey shall be responsible for timely payment to media only when Cooksey has received timely payment from Client. In cases where payment is not made in a timely manner to Cooksey, any late charges or other fees consequently assessed by the media organization shall be the sole responsibility of Client.

Term of Service and Renewal

The initial term shall be from the Effective Date through December 31, 2026 (end of website maintenance services under this Agreement unless renewed).

Termination With Cause: Client shall have the right to terminate this Agreement upon notice if: (1) Cooksey fails to perform the required services set forth herein; (2) Cooksey breaches any other material term of this Agreement and this breach is not cured within the 30-day notice period; or (3) Cooksey receives a determination by a government entity or review body that it has violated any law in performing the services described herein or is engaged in fraud, waste or abuse. Cooksey shall also have the right to terminate this Agreement upon 30 days written notice if there is a material breach by Client of this Agreement and this breach is not cured within the 30-day notice period.

Breach of Agreement: Except for circumstances giving rise to the Termination With Cause section, if either party fails to comply with or perform when due any material term or condition of this Agreement, the other party shall notify the breaching party of its breach in writing stating the specific nature of the material breach, and the breaching party shall have 30 days to cure the breach. If the breach is not cured to the reasonable satisfaction of the nonbreaching party within said 30-day period, the non-breaching party may terminate this Agreement by providing written notice.

Renewal Option: At the expiration of the initial term, the parties may mutually agree to renew the website maintenance services portion of the Agreement for up to two additional one-year terms.

Should the parties agree to renew these services, on an annual basis the total fee for these services shall increase by 5% to account for typical annual inflation and shall then be rounded to the nearest $100 increment, with the annual website maintenance fee plus 5% CSTIM fee being pre-paid by Client at the time of renewal to retain Cooksey's services for an additional year. The new 5% CSTIM fee shall be calculated based on the adjusted service fee total.

Additionally, the total available service hours shall be calculated based on Cooksey's then prevailing blended hourly rate, which Cooksey reserves the right to change based on prevailing market rates. Any change in the blended hourly rate shall be communicated in writing, in advance of the renewal date, to the Client.

Confidentiality

All confidential information will be held confidential by Cooksey and will not be discussed with outside parties without Client's prior consent, unless required by applicable law.

Indemnity

To the extent allowed by law, Client agrees to indemnify and save Cooksey harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, which Cooksey may incur (or to which Cooksey may be a party), arising out of actions taken or statements made by Cooksey at Client's direction or based upon information provided by Client, and any and all losses, claims, damages,

expenses or liabilities related to the use of Client's products or services except when such actions, claims, damages, costs and attorneys' fees result from gross negligence or willful misconduct by Cooksey.

Cooksey agrees to indemnify and save Client harmless from and against all liability, including all actions, claims, damages, costs and attorneys' fees, that Client may incur (or to which Client may be a party), arising out of or related to Cooksey work product, excepting only when such actions, claims, damages, costs and attorneys' fees result from information, graphics or text provided to Cooksey by Client.

Client's Intellectual Property

Cooksey shall not use or be entitled to any Client Intellectual Property, including but not limited to Client trademarks, trade dress, copyright, trade secrets or proprietary information, without the express written permission of Client or as otherwise expressly stipulated elsewhere in this Agreement. Granting a license to use in any one instance shall not be deemed to be a license in any other instance.

Cooksey's Intellectual Property

Client shall not use or be entitled to any Cooksey intellectual property, including but not limited to media lists, Cooksey trademarks, trade dress, copyright, trade secrets or proprietary information, without the express written permission of Cooksey or as otherwise expressly stipulated elsewhere in this Agreement. Granting a license to use in any one instance shall not be deemed to be a license in any other instance.

Venue

This Agreement shall be subject to and governed by the laws of the State of Texas. The Parties agree that for venue purposes, any and all lawsuits, disputes, or causes of action shall be in Dallas County, Texas.

Severability

If any provision of this Agreement shall, for any reason, be held to violate any applicable law, then the invalidity of such a specific provision in this Agreement shall not be held to invalidate the remaining provisions of this Agreement.

Entire Agreement

This Agreement shall represent the entire agreement by and between the Parties and it may not be changed except by written amendment duly executed by all Parties.

[signature page follows]

Please indicate your acceptance of the terms stated above by signing and returning a copy of this Agreement to Cooksey. Facsimile signatures received by electronic means shall be deemed originals.

Agreed to and Accepted by:

_____	_____
Bill Vegas, Interim Town Manager **Town of Sunnyvale**	Date
Colby Walton _____	December 1, 2025
Colby Walton, Chairman and CEO **Cooksey Communications**	Date

APPENDIX A

Scope of Work

The Scope of Work for this engagement incorporates the proposal developed by Cooksey for Client dated November 14, 2025, which follows this cover page.

Sunnyvale EDC

Proposal for Economic Development Website



TOWN OF SUNNYVALE

+

cooksey®

Strategic communications where expertise is essential

About Cooksey Communications

Cooksey Communications is a DFW-based strategic communications firm that specializes in creating integrated marketing communication programs for some of the Southwest's leading government/municipality, economic development, professional services, real estate and business-to-business organizations and companies.

Our team's experience in the economic development arena is broad and deep, where we have developed marketing communications efforts, including website development and content management, for some of the fastest-growing and largest EDCs in the state of Texas, including the Fort Worth Chamber of Commerce, Irving Economic Development Partnership (EDP), Richardson EDP / City of Richardson Economic Development Department, Anna Economic Development Corp. and Bonham Economic Development Corp., among many others. We also manage public relations and marketing efforts for Hillwood's AllianceTexas development, which is one of the state's leading economic engines and a destination for corporate America.

Additionally, the Cooksey team has worked closely with Sunnyvale since 2023 and has a strong understanding of the community's image and its goals for future development.

A Uniquely Qualified Team



Colby Walton, *Chairman and CEO*

- 25+ years of specialized PR and marketing experience with economic development agencies/municipalities, professional services and public sector clients across North Texas
- Extensive experience representing cities and other public entities, including the City of Richardson, Richardson EDP, Bonham EDC, Region C Water Planning Group, Trinity Regional Flood Planning Group, and Dallas Regional Mobility Coalition, among many others
- Graduated from University of Virginia Law School, and has expertise managing complex real estate and legal issues



Jason Meyer, *President and Co-Owner*

- 25+ years of marketing, advertising and public relations experience, with expertise in economic development and commercial real estate branding and public relations campaigns
- Significant past experience working with Texas EDCs, including the Fort Worth Chamber, Irving EDP, Mesquite EDC and Anna EDC, as well as numerous others
- Significant experience managing large-scale advertising and integrated communications campaigns

A Uniquely Qualified Team



Mary Kate Jeffries, *Senior Vice President, Real Estate & Economic Development Practice Group Leader*

- Over two decades of public relations and media relations experience across the real estate, hospitality, professional services and economic development industries
- Leads Cooksey's real estate and development practice group, including maintaining deep industries knowledge, significant experience in relevant earned and paid media opportunities and industry-related organizations
- Current and recent-past account leadership includes managing communications and marketing programs for the Anna EDC, Irving EDP, Hillwood's AllianceTexas, Richardson EDP, Bonham EDC (BEDCO) and The Real Estate Council (TREC)



Joel Rowe, *Creative Director*

- Two decades of design and branding experience for both B2B and B2C markets, managing a variety of print, digital and web projects
- Significant experience in municipal, economic development and commercial real estate branding
- Led Cooksey's work to develop or redesign sites for clients such as Anna EDC, Juniper Capital Management, Perot Development, North City and others
- Received degree in communication design from Texas A&M University-Commerce and certifications in user experience (UX) design and marketing from Southern Methodist University

A Uniquely Qualified Team



Dorothy White, *Assistant Vice President and Account Manager, Public Sector Practice*

- Has served as Sunnyvale's primary communications strategist since 2023, shaping the Town's voice and key messaging
- Has led other ED marketing initiatives, including for the City of Richardson, developing and implementing marketing plans and website redevelopment strategies
- More than 40 years of media relations and journalism experience
- 21 years at the City of Garland, where she managed a variety of disaster and crisis communication initiatives as well as media relations for numerous citywide programs and events as the city's public and media relations director
- In 2023, TAMIO honored Dorothy with the Cheryl A. Soward Communicator of Distinction Award



Krista Nussey, *Senior Graphic Designer*

- Krista honed her promotional print and digital marketing skills while working for various Fort Worth-based agencies
- Helped redesign, develop and manage company websites, execute major social media marketing campaigns and create engaging videos to strengthen companies' brand identities
- Krista has designed and developed websites and marketing materials for North City, Cooksey, TREC and Hillwood, among others

Relevant Experience

Cooksey has worked with the following related clients to develop and enhance websites.

THE CITY OF Anna EDC
GROUNDBREAKING POSSIBILITIES

HILLWOOD
A PEROT COMPANY®

GRS

NORTHCITY

Juniper
CAPITAL MANAGEMENT

PEROT DEVELOPMENT COMPANY

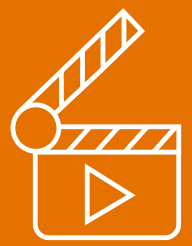
Recommendations for Sunnyvale EDC

Our campaign includes the following components:

Website Design & Development



Video Production



Custom Photography



Ongoing Maintenance



Recommendations for Sunnyvale EDC



Website Design & Development Services

This scope of work is based on providing Sunnyvale EDC with a site that is the middle point in overall site look and feel, content, scope, page count, structure and functionality between Anna EDC (opportunityannatx.com) and Richardson's ED Dept. (https://richardsoneconomicdevelopment.com/).

- Structure would include:
  - 10- to 12-page scalable, responsive website
  - Content management system (WordPress) for ease of updating/maintenance
- Guide the client to secure the domain
- Creative brief, plus any additional supplemental research needed to create a sitemap and initial concepts/design
- Presentation and refinement of the sitemap for the Client's review and approval
- Development and refinement of wireframe and design for Client's review and approval.
  - Up to 3 initial homepage designs. The rest of the inside pages will follow this design language
  - Up to two rounds of edits to approved homepage design
- Copywriting for all pages/elements of the site and coordination with Client on copy revisions (up to two rounds of revisions per page included)
- Sourcing of stock photography or client photo library to illustrate key messages
- Development of icons/graphics, where needed, to reinforce key messages
- Search engine optimization, including page titles, descriptions, keywords, metadata/metatags, and incorporation of Google Analytics and Yoast plugin

Recommendations for Sunnyvale EDC



Website Design & Development – Preliminary Timeline

Since the client desires to have a web presence as soon as possible, we have recommended a two-phase approach to the website. **Phase 1** will focus on development of homepage content, a full site wireframe and design/programming for the homepage for launch by February 20.

Phase 2: Concurrent with homepage development, Cooksey will design, copywrite and program the site's interior pages. These pages would go live by March 31, if all preliminary target milestones are met.

Phase 1: Homepage Development, Full Site Planning

Approval of full sitemap by client: January 5

Homepage wireframe and design final approval by client: January 30

Production and launch of homepage: February 20

Phase 2: Interior Pages

Wireframe, design and copywriting approval by client: February 27

Client review and approval of programmed site: March 23

Full site goes live: March 31 *(add custom photography/videography later, once produced)*

Dates are dependent on contract approval by December 10

Recommendations for Sunnyvale EDC



Video Production

- Development + Production + Editing of videos. Two-day shoot to include visuals of commercial/industrial areas and interviews with key individuals. Drone and ground-level video would be included.
- Video production would be part of the Phase I/II timeline, or later in the spring concurrent with custom photography – to be determined in mutual consultation with client after engagement.
- Videos would include:
  - One (1) three-minute video – overview of Sunnyvale's positive attributes
  - Two to three (2 to 3) 30- to 45-second testimonials – from successful developers/businesses

Recommendations for Sunnyvale EDC



Custom Photography

Total shots: 12 – 20 final shots for the website - color corrected and retouched

Photoshoot: 2 days of photography + 1 day of production

Rights: Client would have unlimited reproduction rights

Timeframe: Ideally schedule in Spring of 2026 when the foliage is green

Locations: City Hall, parks, shopping district, restaurants, schools and recreation

Note that website will be developed with stock and/or existing client photography until official professional photography is completed. Website will then be updated with new photography.

Recommendations for Sunnyvale EDC



Ongoing Website Maintenance: Inclusions

- Adding pages, modifying pages, making changes to templates, applications, databases, graphic design, graphic editing, scripts, and other minor changes to website pages (minor changes should not exceed more than 40% of the content on any page)
- Updating meta tags, alt tags, etc. as needed
- Updating to ensure performance across major web browsers
- Updating plugins and themes
- Removing spam, malware and/or malicious code from website
- Maintaining proper search engine optimization
- Monitoring the website's security and performance on a regular basis
- Backing up the website's data on a regular basis
- Restoring the website's data from backup in the event of a data loss or corruption
- Fixing any technical issues with the website that are observed by Cooksey or reported by Client

Total Cost of Recommendations



Final Estimate

Website Design & Development	$30,000 – $40,000 + 5% CSTIM*
Video Production (optional)	$9,000 – $10,000 + 5% CSTIM*
Custom Photography (optional)	$9,000 - $9,500 + 5% CSTIM*
Ongoing Website Maintenance	$5,400 + 5% CSTIM* up to 24 hours/year (2 hours/month)

Total Budget	**$56,070 – $68,145**

* CSTIM – Client Services, Technology, Information and Management fee: Cooksey charges a standard CSTIM fee at 5% of every project fee or retainer, which covers routine internal expenses regularly incurred on its clients' behalf. These expenses may include mileage to/from meetings; photocopies and in-house printing; courier or delivery charges; and subscriptions for online resources and third-party media and marketing services.



Thank you!

We look forward to working together.

Town Council

AGENDA ITEM REPORT

L.4

To:	Town Council
Subject:	Discuss, consider and act upon approval of electricity service proposal with Ammper Power and authorize the Interim Town Manager to execute the contract after legal review for up to 84 months at a rate not to exceed the current contracted price of 0.0777 per KWh.
Meeting:	Town Council - December 8, 2025
Department:	Finance
Staff Contact:	Miykael Reeve

SUGGESTED ACTION:

Staff recommends approval.

BACKGROUND INFORMATION:

The Town of Sunnyvale has reviewed electricity options to secure stable and competitive pricing for municipal facilities. Ammper Power has presented favorable rates that offer long-term budget stability and protection against market volatility.

Because electricity pricing changes daily, early approval will allow the Town Manager to lock in a competitive fixed rate.

FINANCIAL IMPACT:

Ammper Power will provide 84 months of price lock protection whereas our current provider will only provide 60 months.

ATTACHMENTS:

Energy Provider quotes.pdf
Ammper Power, LLC Agreement.pdf

Rachel Kulhavy

From: Avery Johnson <a.johnson@Upg.energy>
Sent: Tuesday, November 4, 2025 12:25 PM
To: Rachel Kulhavy
Subject: Re: Town of Sunnyvale question

[External Email!]
Yes ma'am I'm going to put all the quotes that were given from the providers.

Ammper Power : 0.0777 @ 84months
Engie: 0.079 @ 84months
Shell Energy: 0.079 @ 60months
NRG: 0.083 @ 84months
Gexa Energy: 0.079 @ 60months - current provider
Hudsen Energy: 0.09 @ 60 months

Let me know if you have any questions!



From: Rachel Kulhavy <Rachel.Kulhavy@townofsunnyvale.org>
Sent: Tuesday, November 4, 2025 12:02 PM
To: Avery Johnson <a.johnson@upg.energy>
Subject: Town of Sunnyvale question

Hi Avery,

In your email to me can you please include what Gexa's new rate will be in January as well? This question will come up this afternoon.

Thanks,

Docusign Envelope ID: 692ED443-D6DC-4090-8C4E-C054CCB18170

Ammper power

Confidential

Transaction Confirmation

This Transaction Confirmation along with the terms of the Master Supply Agreement, effective as of the date set forth on the signature page hereto, entered into by and between Ammper Power, LLC ("**Ammper**") and Customer, collectively set forth the agreement ("**Agreement**") between the Parties with respect to the subject matter herein.

Quote ID:	27279-5	
Product:	Fixed Price	
Start Date:	See Schedule A for each Account's estimated start date	
End Date:	First meter read date applicable to each Account on or after 1/1/2033	
Transaction Term:	84 months from the Start Date	
Payment Terms:	Net 16 days from the date of the invoice	
Contract Rate:	$0.07777 per KWh	
Charges:	The Contract Rate includes all the components which are indicated below by an "X". Ammper will pass through to Customer all other charges associated with providing electricity to the Account(s).	
	Energy Costs	X
	Basis Costs	
	Line Loss Costs	X
	Ancillary Service - Reg Up	X
	Ancillary Service - Reg Down	X
	Ancillary Service - Non-Spin	X
	Ancillary Service - RRS	X
	Ancillary Service - ECRS	
	RUC	X
	Uplifts	X
	Load Allocated Firm Fuel Supply Service	
	ERCOT Securitization Default Charges	
	ERCOT Securitization Uplift Charges	
	TDSP Charges	
Meter Fee:	$0.00 per Meter per month	
	This section is intentionally left blank.	
Swing:	**Swing:** 100% above or below Contract Quantities If Customer's total actual consumption of electricity for an ISO Zone in a calendar month exceeds the Contract Quantities per ISO Zone listed in Exhibit B for such ISO Zone, for such month by more than the Swing percentage (the "**Excess Usage Quantity**"), then Ammper may charge Customer 105% of the then current Swing Price as the "Contract Price" for such Excess Usage Quantity. If Customer's total actual consumption of electricity for an ISO Zone in a calendar month is less than the Contract Quantities listed in Exhibit B for such ISO Zone, for such month by more than the Swing percentage (the "**Under Usage Quantity**"), then, in addition to Customer paying Ammper the Contract Price for the actual electricity consumption for such month, Customer agrees to pay Ammper for the cost of liquidating the positive difference, if any, of the Under Usage Quantity for a such month minus the actual electricity consumption for such month (the "**Shortage Quantity**"). The cost of liquidating the Shortage Quantity shall be the positive amount, if any, of (i) the Shortage Quantity multiplied by (ii) the Contract Price minus 95% of the then Current Swing Price for the Shortage Quantity.	
Add/Delete Tolerance:	0% above or below the remaining Contract Quantities at the time of request.	
Material Adverse Change:	In the event Customer's total actual electricity consumption under the Agreement for any calendar month during the Agreement Term should ever (i) exceed the Contract Quantities for such month (as listed in Exhibit B) by more than 20%, or (ii) fall short of the Contract Quantities listed for such month by more than 20%, then upon the 3rd such consecutive occurrence during the Transaction Term (whether over and/or under consumption), a Material Adverse Change shall be deemed to have occurred and Ammper shall have the right, at its sole discretion, to terminate the Transaction Confirmation or adjust the Contract Quantities and the Contract Price for the remaining duration of the Term of this Transaction Confirmation	
Solar Buyback:	If Customer installs a solar PV project on any of the Accounts (the "**Project**"), it shall provide written notice to Ammper as early as possible, but in no event later than two (2) weeks after executing the agreement with the solar EPC company. If a Project becomes operational on any of the Customer's Accounts, Ammper	

Ammper Power, LLC All rights reserved

Docusign Envelope ID: 692ED443-D6DC-4090-8C4E-C054CCB18170

	may provide customer with a credit for the generation output that the Project exports to the grid at a price equal to 90% of the applicable RTM SPP, net of any charges or fees applied by the ISO or TDSP. In the event that the Project exports to the grid during periods when the RTM SPP is negative, Ammper will pass through 100% of the associated cost to Customer, and Customer shall be responsible for the full amount of the negative settlement.
Contract Rate Conversion:	At any time during the Term, Customer may reasonably request that Ammper provide new, indicative Contract Rates for the remaining Term or an extended term of this TC (the "**Contract Rate Conversion**"). Upon such request from Customer, Ammper will use commercially reasonable efforts to provide Customer with indicative market price and term options. If market conditions produce a better rate and the Parties agree to transact at the better rate, then they will execute and deliver to each other a written document evidencing their amended agreement. If the Parties are unable to agree on a new rate, then the Agreement in all respects will remain in full force and effect for the balance of the Term. Customer acknowledges and agrees that contract rates are driven by wholesale market prices and other market conditions over which Ammper has no control and that Ammper will not be responsible or liable for its inability to produce rates below the Contract Rate.
Initial Security:	$0. The Initial Security shall be provided by Customer to Ammper at least fifteen (15) days before the Start Date. Ammper's obligations under the Agreement are wholly contingent upon receipt of the Initial Security.
	This section is intentionally left blank.
Acknowledgment of Risk:	If Customer (referred to below as "**I**") receives an electricity product where wholesale energy pricing and/or a separate assessment of ancillary services will be passed through to Customer, Customer states: I understand that the volatility and fluctuation of wholesale energy pricing may cause my energy bill to be multiple times higher in a month in which wholesale energy prices are high. I understand that I will be responsible for charges caused by fluctuations in wholesale energy prices. I understand that my energy bill may include a separate assessment of ancillary service charges, which may cause my energy bill to be multiple times higher in a month in which ancillary services charges are high. I understand that I will be responsible for charges caused by fluctuations in ancillary service charges.
Other Provisions:	

Customer:	TOWN OF SUNNYVALE TEXAS	**Ammper:**	**Ammper Power, LLC**
By:		By:	
Printed Name:	William Vegas	Printed Name:	
Title:	Interim Town Manager	Title:	
Transaction Confirmation Effective Date: 11/4/2025			
Master Supply Agreement Effective Date: 11/4/2025			

Once executed, please send ALL PAGES of this document to: retailcontracts@ammper.com

You may contact Ammper at our 24/7 toll-free number (855) 255-8609 or email us at **customercare@ammper.com** to resolve any billing dispute or if you have any questions regarding your contract or invoice.

Ammper Power, LLC All rights reserved

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Ammper power

Confidential

Schedule A – Accounts Listing

This Schedule A is part of the Transaction Confirmation by and between Ammper Power, LLC ("**Ammper**") and TOWN OF SUNNYVALE TEXAS ("**Customer**").

Account(s):

No.	ESI ID	Estimated Start Date	Estimated End Date	Switch Type	TDSP	Service Address	City	State	Zip	ISO Zone
1	10443720000416114	01/10/2026	01/13/2033	Accelerated Switch	Oncor	3042 BELTLINE RD	SUNNYVALE	TX	75182	North
2	10443720000834180	01/10/2026	01/13/2033	Accelerated Switch	Oncor	400 TOWER PL WTR	SUNNYVALE	TX	75182	North
3	10443720001521380	01/10/2026	01/13/2033	Accelerated Switch	Oncor	1 HOUNSEL LN	SUNNYVALE	TX	75182	North
4	10443720002559281	01/10/2026	01/13/2033	Accelerated Switch	Oncor	2 STONEY CREEK BLVD	SUNNYVALE	TX	75182	North
5	10443720003808031	01/12/2026	01/14/2033	Accelerated Switch	Oncor	SUNNYVALE STLG-C LED 0-55	SUNNYVALE	TX	75182	North
6	10443720004405669	01/12/2026	01/14/2033	Accelerated Switch	Oncor	@STREET LIGHTS	SUNNYVALE	TX	75182	North
7	10443720004405700	01/12/2026	01/14/2033	Accelerated Switch	Oncor	@STREET LIGHTS	SUNNYVALE	TX	75182	North
8	10443720004405762	01/12/2026	01/14/2033	Accelerated Switch	Oncor	00000 @STREET LIGHTS STLG 3	SUNNYVALE	TX	75182	North
9	10443720004963971	01/10/2026	01/13/2033	Accelerated Switch	Oncor	402 TOWER PL BLDG	SUNNYVALE	TX	75182	North
10	10443720004964033	01/10/2026	01/13/2033	Accelerated Switch	Oncor	406 TOWER PL	SUNNYVALE	TX	75182	North
11	10443720005342238	01/08/2026	01/11/2033	Accelerated Switch	Oncor	537 LONG CREEK RD	SUNNYVALE	TX	75182	North
12	10443720005388242	01/10/2026	01/13/2033	Accelerated Switch	Oncor	400 TOWER PL	SUNNYVALE	TX	75182	North
13	10443720005857967	01/12/2026	01/14/2033	Accelerated Switch	Oncor	SUNNYVALE STLG-C LED 56-100	SUNNYVALE	TX	75182	North
14	10443720006000456	01/12/2026	01/14/2033	Accelerated Switch	Oncor	@STREET LIGHTS	SUNNYVALE	TX	75182	North
15	10443720006151638	01/22/2026	01/25/2033	Accelerated Switch	Oncor	370 E TRIPP RD	SUNNYVALE	TX	75182	North

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16	10443720006575005	01/08/2026	01/11/2033	Accelerated Switch	Oncor	127 N COLLINS RD UNIT B	SUNNYVALE	TX	75182	North
17	10443720006602432	01/12/2026	01/14/2033	Accelerated Switch	Oncor	SUNNYVALE STLG-A 55W LP	SUNNYVALE	TX	75182	North
18	10443720006641381	01/10/2026	01/13/2033	Accelerated Switch	Oncor	240 E FORK RD	SUNNYVALE	TX	75182	North
19	10443720006915035	01/06/2026	01/08/2033	Accelerated Switch	Oncor	305 E Tripp Rd	SUNNYVALE	TX	75182	North
20	10443720007446956	01/12/2026	01/14/2033	Accelerated Switch	Oncor	356 E TRIPP RD	SUNNYVALE	TX	75182	North
21	10443720007566427	01/10/2026	01/13/2033	Accelerated Switch	Oncor	3601 N BELT LINE RD	SUNNYVALE	TX	75182	North
22	10443720007828154	01/12/2026	01/14/2033	Accelerated Switch	Oncor	2718 N BELT LINE RD	SUNNYVALE	TX	75182	North
23	10443720007828216	01/10/2026	01/13/2033	Accelerated Switch	Oncor	00000 COLLINS N OF TOWN E	SUNNYVALE	TX	75182	North
24	10443720007828278	01/12/2026	01/14/2033	Accelerated Switch	Oncor	332 E TRIPP RD	SUNNYVALE	TX	75182	North
25	10443720007846298	01/12/2026	01/14/2033	Accelerated Switch	Oncor	127 N COLLINS RD UNIT A	SUNNYVALE	TX	75182	North
26	10443720007865757	01/10/2026	01/13/2033	Accelerated Switch	Oncor	428 1/2 E TRIPP RD	SUNNYVALE	TX	75182	North
27	10443720007889706	01/12/2026	01/14/2033	Accelerated Switch	Oncor	SUNNYVALE STLG-C LED 101-140	SUNNYVALE	TX	75182	North
28	10443720008028786	01/12/2026	01/14/2033	Accelerated Switch	Oncor	320 PARKVIEW DR	SUNNYVALE	TX	75182	North
29	10443720008049748	01/10/2026	01/13/2033	Accelerated Switch	Oncor	333 N JOBSON RD	SUNNYVALE	TX	75182	North
30	10443720008542992	01/12/2026	01/14/2033	Accelerated Switch	Oncor	STREET LIGHTS STLG 2	SUNNYVALE	TX	75182	North
31	10443720008684879	01/10/2026	01/13/2033	Accelerated Switch	Oncor	500 E FORK RD	SUNNYVALE	TX	75182	North
32	10443720008801656	01/08/2026	01/11/2033	Accelerated Switch	Oncor	360 CLAY RD	SUNNYVALE	TX	75182	North
33	10443720008926422	01/08/2026	01/11/2033	Accelerated Switch	Oncor	121 PLANTERS RD	SUNNYVALE	TX	75182	North
34	10443720008960353	01/12/2026	01/14/2033	Accelerated Switch	Oncor	SUNNYVALE STLG-C LED 181-265	SUNNYVALE	TX	75182	North

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35	10443720008998196	01/12/2026	01/14/2033	Accelerated Switch	Oncor	STREETLIGHTS	SUNNYVALE	TX	75182	North
36	10443720009097799	01/12/2026	01/14/2033	Accelerated Switch	Oncor	102 S COLLINS RD	SUNNYVALE	TX	75182	North
37	10443720009200550	01/22/2026	01/25/2033	Accelerated Switch	Oncor	127 N COLLINS RD	SUNNYVALE	TX	75182	North
38	10443720009476895	01/12/2026	01/14/2033	Accelerated Switch	Oncor	127 N COLLINS RD	SUNNYVALE	TX	75182	North
39	10443720009535454	01/10/2026	01/13/2033	Accelerated Switch	Oncor	338 BARNES BRIDGE RD	SUNNYVALE	TX	75182	North
40	10443720009670118	01/08/2026	01/11/2033	Accelerated Switch	Oncor	551 LARKIN RD	SUNNYVALE	TX	75182	North
41	10443720009791858	01/12/2026	01/14/2033	Accelerated Switch	Oncor	SUNNYVALE STLG-C LED 141-180	SUNNYVALE	TX	75182	North
42	10443720009818881	01/08/2026	01/11/2033	Accelerated Switch	Oncor	371 LONG CREEK RD	SUNNYVALE	TX	75182	North
43	10443720009924744	01/13/2026	01/15/2033	Accelerated Switch	Oncor	3601 N Belt Line Rd	Sunnyvale	TX	75182	North

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Schedule B – Contract Quantities

This Schedule B is part of the Transaction Confirmation by and between Ammper Power, LLC ("**Ammper**") and TOWN OF SUNNYVALE TEXAS ("**Customer**").

Contract Quantities: Contract Quantities in kWh. The first and/or last period(s) may reflect partial volumes based on partial month flow due to intra-month meter read cycle(s).

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2026	81,573	101,088	111,460	115,162	132,203	159,455	191,735	208,291	176,413	146,874	116,771	113,335
2027	112,224	101,094	111,475	115,125	132,254	159,579	190,746	209,355	176,354	145,802	118,635	111,889
2028	113,127	104,948	111,702	113,580	133,837	159,541	189,414	210,910	175,448	146,617	118,414	111,231
2029	113,773	101,074	111,197	114,201	133,947	158,667	190,386	210,798	174,271	147,661	118,164	111,666
2030	113,796	101,093	110,475	115,097	133,931	157,612	191,648	209,713	175,109	147,703	117,355	112,262
2031	113,540	100,968	110,563	115,287	133,785	158,820	191,986	208,130	175,558	147,030	116,418	113,451
2032	112,656	103,658	112,304	115,503	133,633	160,876	191,481	208,725	174,221	144,427	117,595	113,171
2033	41,185											

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Schedule C – Contact and Billing Information

This Schedule C is part of the Transaction Confirmation by and between Ammper Power, LLC ("**Ammper**") and TOWN OF SUNNYVALE TEXAS ("**Customer**").

Primary Contact Information

Primary Contact Name: Rachel Kulhavy

Primary Contact Email Address: rachel.kulhavy@townofsunnyvale.org

Primary Contact Phone Number: 972-203-4141

Primary Contact Business Address: 127 N Collins Rd.

Primary Contact City, State: Sunnyvale, TX

Primary Contact Zip+4: 75182

Billing Information*

Billing Contact Name: Alexandra Kidder

Billing Contact Email Address: alexandra.kidder@townofsunnyvale.org

Billing Contact Phone Number: 972-203-4141

Billing Address: 127 N Collins Rd

Billing City, State: Sunnyvale, TX

Billing Zip+4: 75182

**If Billing Information is not provided, all information regarding invoices will be sent to the Primary Contact.*

By default, Ammper will send Customer invoices via electronic mail only.

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Schedule D – Behind the Meter ("BTM") Generation Assets

This Schedule D is part of the Transaction Confirmation by and between Ammper Power, LLC ("**Ammper**") and TOWN OF SUNNYVALE TEXAS ("**Customer**").

Year of Installation	
Technology	
Fuel (if applicable)	
Heat Rate (if applicable)* **please include units (eg. MMBTU/MWh)*	
Installed Capacity (MW)	

IF CUSTOMER DOES NOT HAVE ON-SITE GENERATION, LEAVE THIS SCHEDULE BLANK.

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Master Supply Agreement

This Master Supply Agreement ("**MSA**") is entered into by Ammper Power, LLC ("**Ammper**") and the customer identified on the signature page ("**Customer**" and together with Ammper, the "**Parties**", and each a "**Party**"), as of the date set forth on the signature page (the "**Effective Date**").

The Parties agree as follows:

1. Agreement Structure. From time to time the Parties may enter into agreements for the purchase and sale of electricity for Customer's accounts (**"Accounts"**), the commercial terms of which will be set out in a fully executed transaction confirmation (**"Transaction Confirmation" or "TC"**). Any such TC, along with this MSA, will collectively govern the entire agreement between the Parties regarding the subject matter therein (**"Agreement"**). If there are conflicts or ambiguities between a TC and this MSA, the TC will prevail. Capitalized terms used herein are defined in the definitions Section below. Any capitalized terms used herein but not defined will be defined in accordance with the applicable Governmental Authority definition.

2. Ammper Responsibilities. In addition to its applicable obligations herein, Ammper will use commercially reasonable efforts to timely switch Customer's Account(s) to Ammper on the date(s) specified in a TC, but Ammper does not guarantee switches will occur on the dates specified and it will not be liable for delays caused by ERCOT or any TDSP. Ammper further agrees to deliver or cause to be delivered all electricity needed for the Accounts and Ammper will timely invoice Customer for each Account for each bill cycle. Ammper will also exercise the same degree of care customarily exercised by a retail electricity provider (**"REP"**) similarly situated and in accordance with Applicable Law, this Agreement, and Regulatory Requirements.

3. Customer Responsibilities. In addition to its applicable obligations herein, Customer authorizes Ammper to timely switch its Accounts and, if necessary, Customer will timely respond to reasonable requests to assist with the Account switches. If TDSP switching charges are incurred resulting from Ammper's need to utilize switch requests which cost to meet the specified switch dates, provided the need to accelerate the switching process is not the result of Ammper's actions or inactions, Customer agrees to pay the TDSP switching charges as invoiced by Ammper. Additionally, Customer understands and agrees that if its Account(s) are scheduled to switch on the Effective Date of any TC or the following day, Ammper will use commercially reasonable efforts to attempt the applicable switch, but Ammper will not be responsible for missing the applicable switch date and Ammper is authorized to switch the Account(s) on the next available switch date. Customer agrees to take delivery and pay Ammper for the electricity delivered to the Accounts as specified under the Agreement. Customer agrees that Ammper will be the exclusive provider of electricity for the Term for the Accounts listed in the TC.

4. Term. The term of any Agreement will be noted on any applicable TC ("**Term**" or "**Transaction Term**"). If the Term of any Agreement expires without renewal and Customer does not switch to another retailer, then Ammper may continue to supply electricity on a month-to-month basis at the Fully Variable Rate ("**FVR**"). FVR means the real-time index rate for all components needed to supply Customer's Accounts with electricity. Real-time index rates include, but are not limited to, the applicable Real-Time settlement point price for energy and ancillaries for each Account based on the most readily available data at the time of invoicing plus an administrative fee of $0.015 per kWh and applicable Customer Representative's fee, if any. If Ammper is supplying Customer electricity on a month-to-month basis then either Party may terminate the Agreement by providing the other Party with ten (10) days advance written notice delivered to the other Party noting the intent to terminate and the termination date. Any such termination of supply will be accomplished through any legal means available to the terminating Party.

5. Billing and Payment Terms. Ammper will only invoice Customer via email. Customer will make payment by the due date set forth in any TC. Payments will be made by ACH, wire transfer or check to Ammper's account specified in the invoice. If collection efforts are necessary, Customer will be responsible for all collection costs incurred by Ammper, including legal fees and other related expenses. Late payments will incur a one-time late payment charge of 5% of the unpaid balance due and then the unpaid balance will begin to accrue interest at the rate of 1.5% per month, compounded, until paid, or the highest rate allowed by law, whichever is less. Additionally, a charge of $100.00 will be assessed on each rejected ACH, wire transfer or returned check. If Ammper does not timely receive applicable ERCOT or TDSP information needed to produce an invoice, Ammper may reasonably estimate Customer's usage and/or charges to produce Customer's invoice, Customer will pay it, and then estimates will be adjusted in subsequent invoices when actual information is received. Ammper will have the right to net and set-off (and invoice Customer if necessary) all amounts it is owed under any Agreement against any amounts owed under any agreement between Ammper or its affiliates, and Customer.

6. Billing Disputes. Customer may dispute invoiced amounts by providing a written explanation of the basis of the dispute to Ammper, but it may not withhold payment of the disputed amount. Ammper will timely evaluate the basis for the dispute. If Customer's dispute is determined to be valid, then Ammper will credit Customer the disputed amounts deemed valid on its next invoice. Customer's right to dispute an invoice will be deemed waived if not made within 180 days after the invoice date. If Customer disputes TDSP charges or Taxes, Customer agrees to pay Ammper in full and then seek its remedy directly from the assessing entity.

7. Taxes. Customer will be responsible for the payment of all Taxes (except for State or Federal income taxes levied on Ammper's net income) resulting from the sale, delivery, and purchase of electricity. If applicable, Customer will be responsible for providing sales tax exemption certificates to Ammper. Until provided, Ammper will not recognize any such exemptions.

8. Creditworthiness. Customer may need to provide collateral to support its obligations under this Agreement and, if necessary, the collateral amount will be set forth in the TC ("**Initial Security**"). Additionally, during the Term, Ammper may request, and Customer will provide financial information necessary for Ammper to assess Customer's financial condition, necessary to support its obligations hereunder. If Ammper determines in its reasonable

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discretion that a degradation of Customer's creditworthiness has occurred, if two or more payments due from Customer are late, or if Customer's actual usage is materially different than what was used to calculate Customer's Contract Rate, then Ammper may require Customer to provide additional security, in addition to the Initial Security, if any, to support Customer's ongoing obligations under this Agreement ("**Additional Security**"). Any Additional Security will not exceed three (3) times Customer's largest monthly invoice, forecasted or actual. If Ammper requests Additional Security it must be posted with Ammper within ten (10) business days from receipt of the notice.

9. Events of Default and Remedies. The occurrence of any of the following will be deemed an "**Event of Default**" under this Agreement: (a) the failure of Customer to make payment when due if such failure is not cured within five (5) business days of notice; (b) the failure of Customer to provide Initial Security or Additional Security as obligated herein; (c) a Party becomes bankrupt or insolvent; (d) any TDSP disconnects service to one or more of Customer's Accounts as a result of Customer's actions or inactions; (e) either Party terminates the Agreement before the end of a Term for any reason other than (i) an injured party terminating for an Event of Default or (ii) Force Majeure; (f) any representation or warranty was not true when made or it is not true in all respects during the Term of the Agreement; (g) the failure of either Party to perform any other obligation hereunder which is not excused by Force Majeure. Upon an Event of Default, the non-defaulting Party will have the right to: (1) immediately terminate the Agreement entirely, or only as it pertains to those Accounts adversely affected by the default and, (i) if Ammper is the terminating party then it may exercise its rights under Section 10 below, or, (ii) if Customer is terminating party then it may switch its Account(s) to another REP; (2) collect all amounts owed for the supply and delivery of electricity up to the termination date; (3) retain as liquidated damages ("**LDs**"), (which are a fair and reasonable approximation of future damages, not a penalty), equal to any "positive value of an Agreement" (as defined below); and (4) seek all costs (including attorneys' fees, expenses, collection costs, and court costs) incurred by the non-defaulting Party. In any case, to collect its damages above, the injured Party may send an invoice to the Defaulting Party and such invoice will be due and payable within three (3) business days of the invoice date.

The "**positive value of an Agreement**" will be calculated as follows: (i) if Customer is the defaulting Party, the difference between the retail Contract Rate (or Block Rate and/or Adder Rate, if applicable) minus the current market value (which will be reasonably estimated by Ammper) multiplied by the remaining Contract Quantities at the time of termination; or (ii) if Ammper is the defaulting Party, the difference between the current market value (which will be reasonably estimated by Ammper) minus the Contract Rate (or Block Rate and/or Adder Rate, if applicable) multiplied by the remaining Contract Quantities at the time of termination. If the resultant amount is positive in the case of (i) or (ii) directly above, it will be deemed LDs. If the resultant amount is negative, neither Party will owe the other Party LDs.

If Initial Security or Additional Security is posted with Ammper (collectively the "**Security**"), Ammper is authorized to, in its sole discretion, exercise all rights and remedies available to it under applicable Law or any security agreement including but not limited to: (i) using the Security to pay for amounts owed resulting from an Event of Default; (ii) exercising all rights and remedies available to a secured party under the uniform commercial code of the jurisdiction in which the Security is held; or (iii) setting off amounts owed against any Security or other amounts that Customer may owe Ammper under this Agreement or under any other agreement between Ammper and Customer.

10. Disconnection and Switch-Hold. Customer acknowledges and agrees that Ammper has the right to disconnect Customer's service (or request a switch-hold) for any Customer default including but not limited to non-payment of amounts owed or if the supply agreement between the Parties expires. Customer agrees to indemnify and hold harmless Ammper and any applicable TDSP from any interruptions or disruptions of electricity service resulting from such disconnection or switch-hold. Furthermore, Customer acknowledges and agrees to reimburse Ammper for any costs incurred or passed through to Ammper by the TDSP for disconnection or reinstatement of service.

11. Adding or Deleting Account(s). During the term of a Transaction, Customer may add or delete Account(s) up to a cumulative total percentage defined in the applicable Transaction Confirmation (the "**Add/Delete Tolerance**"), above or below the remaining Contract Quantities defined in the applicable TC at the time of request. Customer must give Ammper as much prior notice as possible when requesting to add or delete Accounts from the Transaction. Ammper will determine the electricity quantities applicable to each added or deleted Account and review each request to ensure it falls within the Add/Delete Tolerance. Add/delete requests should be sent to customercare@ammper.com

12. Assignment. Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld; provided however, Ammper may, without the consent of Customer, (a) assign this Agreement to any affiliate or to any party succeeding to a substantial portion of the assets of Ammper, or (b) pledge or assign this Agreement as collateral to any entity requiring same of Ammper. Any assignment or pledge of this Agreement will be subject to all the provisions and conditions of this Agreement. Any assignment in violation of this paragraph will be deemed void.

13. Change in Law and/or Electric Profile. If a change in Law occurs during the Term (whether the enactment of a new Law or different interpretation of an existing Law) and it results in increased costs for Ammper, they may be passed on to Customer and Customer will pay same in accordance with the Agreement; provided, however, Ammper will give Customer at least ten (10) days advance written notice, including a written explanation for the change, before the costs are invoiced. If after Customer receives such written notice, Customer wants to terminate the applicable Agreement, Customer can do so by providing Ammper with ten (10) days advance written notice of its intent to terminate the Agreement, but Customer will owe Ammper for all electricity delivered up to the termination date and Customer agrees to reimburse Ammper the "positive value of the Agreement" as calculated in Section 9, similar to a defaulting party. Similarly, if Customer's electric profile changes for any reason, meaning, including but not limited to, changes to its delivery service voltage, physical meter or ERCOT's deemed load profile (collectively, "**Electric Profile**"), and it results in increased costs for Ammper, they may be passed on to Customer and Customer will pay same in accordance with the Agreement; provided, however, Ammper will use commercially reasonable efforts to give Customer with advance written notice, including a written explanation for the change, before the costs are

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invoiced. If such costs are incurred during a bill cycle, Ammper may invoice Customer and then give written notice of the adjusted pass-through costs on or about the invoice date. If Customer receives written notice due to a change in Customer's Electric Profile, Customer may terminate the applicable Agreement by providing Ammper with ten (10) days advance written notice of its intent to terminate and the date of termination, but Customer will owe Ammper for all electricity delivered up to the termination date and Customer agrees to reimburse Ammper the "positive value of the Agreement" as calculated in Section 9, similar to a defaulting party.

14. Confidentiality. Either Party (the **"Disclosing Party"**) may share, either verbally or in written form, proprietary and non-public information (collectively, **"Confidential Information"**) with the other Party, (the **"Receiving Party"**). The Receiving Party, including its employees, contractors, and the like, must: (a) protect the Confidential Information by limiting dissemination to only those with a "need to know" and require those who receive the Confidential Information to keep it confidential in accordance with this Section; (b) use Confidential Information only for agreed upon purposes; and (c) not use or disclose Confidential Information to others. If Applicable Law requires Confidential Information to be disclosed, the Receiving Party will notify the Disclosing Party in advance of such disclosure; provided, however, Ammper may disclose information routinely required by ERCOT or the PUCT for reporting purposes without further notice to Customer. Additionally, notwithstanding anything to the contrary in the Agreement, Confidential Information shall not include information which: (i) is known to the Receiving Party at the time of disclosure; (ii) becomes known to the Receiving Party without breach of any confidentiality obligation to the other Party or any third party; (iii) is approved for release by the Disclosing Party; or (iv) the Receiving Party can demonstrate that the subject matter was independently developed by the Receiving Party by personnel who have not had any access to any Confidential Information and without using or referring to the Confidential Information.

15. Force Majeure. Except with regard to a Party's obligation to make payment hereunder, if either Party is rendered unable to perform its obligations under an Agreement due to an event of Force Majeure (an "**Affected Party**"), the Affected Party will notify the non-affected Party by written notice as soon as practicable, describing the nature, and estimated duration of such inability to perform. The obligations of the Affected Party will be suspended for the duration of the Force Majeure event for up to ten (10) consecutive days. Thereafter the Party not claiming the Force Majeure event may deem this Agreement expired but without any other remedy; provided, however, in any case, Customer will be responsible for all amounts due up to the termination date.

16. Representations and Warranties. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing, and in good standing under its jurisdictional laws and authorized to conduct business in the jurisdictions in which its Accounts are located; (b) it has and will maintain all regulatory authorizations, permits and licenses necessary for it to legally perform its obligations under the Agreement; (c) the execution, delivery and performance of the Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it; (d) the Agreement is legally valid and binding, and enforceable against it in accordance with its terms, subject to any equitable defenses; (e) it is not bankrupt or insolvent and there are no reorganization, receivership or other proceedings pending, or being contemplated by it. Customer further represents and warrants that: (x) it is entering this Agreement relying solely upon its own judgment, its own legal counsel and/or its own energy consultants; (y) Customer's Accounts are non-residential Accounts; and (z) that its Accounts in the aggregate had a peak demand >50kW during any 12 month period, or the Customer's load is part of an aggregation program whose peak demand is >50kW during the same 12-month period.

17. DISCLAIMER OF WARRANTIES. AMMPER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES EXCEPT THOSE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT AND NOTWITHSTANDING ANYTHING TO THE CONTRARY, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXPRESS OR IMPLIED, WHICH ARE EXPRESSLY DISCLAIMED AND WAIVED. AMMPER WILL BE UNDER NO OBLIGATION TO ACQUIRE OR PROVIDE ELECTRICITY TO CUSTOMER FROM ANY PARTICULAR SOURCE, ENTITY, LOCATION OR GENERATING TECHNOLOGY, UNLESS OTHERWISE SPECIFIED IN A TC.

18 LIMITATION OF LIABILITY. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF THE BREACHING PARTY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER DAMAGES OR REMEDIES HEREBY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, THE LIABILITY OF THE BREACHING PARTY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT, STRICT LIABILTY, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AMMPER'S LIABILITY WILL IN NO EVENT EXCEED THE AMOUNT CUSTOMER PAID TO AMMPER IN THE PRECEDING YEAR UNDER THE APPLICABLE TC.

19. WAIVER OF CONSUMER RIGHTS. TO THE EXTENT ALLOWED BY LAW CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CUSTOMER PROTECTION RULES FOR RETAIL ELECTRIC SERVICE ADOPTED BY THE PUCT IN SUBST. RULE §25.471 ET SEQ. DO NOT APPLY TO THIS AGREEMENT AND CUSTOMER VOLUNTARILY WAIVES ANY SUCH PROTECTIONS. ADDITIONALLY, CUSTOMER AGREES THAT IT HAS CONSULTED WITH AN ATTORNEY OF ITS CHOOSING AND THAT IT VOLUNTARILY WAIVES ITS RIGHTS, IF ANY, UNDER THE TEXAS DECEPTIVE TRADE AND PRACTICES ACT (CONSUMER PROTECTION ACT, SECTION 17.41, ET SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE, THE "DTPA"), WHICH PROVIDES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS.

20. Bankruptcy Code Matters; Electricity is a Good. The Parties acknowledge and agree that the Agreement constitutes a "forward contract" and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. The Parties agree that electricity is considered a "good" under Texas Law and for the purposes of this Agreement.

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21. Notices. All notices to be provided hereunder shall be in writing and may be sent by electronic mail or overnight courier, first class mail or hand delivered and, unless otherwise expressly provided herein, will be deemed to have been delivered if delivered by: (a) hand or by a nationally recognized overnight courier service, then when delivered; (b) regular mail, then three days after being deposited in the mail; postage prepaid; or (c) e-mail transmission, when sent and receipt has been electronically confirmed. Notices to Customer should be delivered to its Business Address located on the table on the signature page unless it is blank, in which case one of its Account's addresses will be deemed its notice address. Notices to Ammper should be delivered to Ammper at the Business Address on the signature page.

22. General. This MSA along with any fully executed TC contain all terms and conditions of the Agreement and they supersede all prior agreements between the Parties, whether written or verbal, with respect to the subject matter contained therein. An Agreement may not be modified or amended except in a written form duly executed by the Parties hereto; provided, however, contract administrative matters, such as changing Customer's billing address or adding/deleting accounts as may be allowed hereunder, may be fully documented by electronic message which will be deemed binding absent manifest error. No waiver of any obligation under this Agreement will be effective unless such waiver is in a writing signed by an officer of the Party granting the waiver and failure to enforce a provision of this Agreement will not be construed as a waiver of same or any other provision on any occasion. If any provision of this Agreement is held to be invalid, its invalidity will not affect the validity of any other provision of this Agreement. The MSA and any TC may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

23. Governing Law, Venue and Attorney's Fees. This Agreement will be interpreted in accordance with the substantive and procedural laws of the State of Texas without giving effect to laws and rules governing conflicts of laws and venue for any judicial proceeding will be in Harris County, Houston, Texas. If a proceeding is commenced to resolve any dispute that arises out of an Agreement, the prevailing Party will be entitled to receive its reasonable attorneys' fees from the other Party, including out-of-pocket costs incurred from such proceeding.

24. Waiver of Trial by Jury. **EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL FOR ALL MATTERS ARISING OUT OF OR RELATED TO THIS AGREEMENT.**

25. For Governmental Entities Only: If Customer is a governmental entity as defined in the Texas Government Code, Chapter 2251 ("Act"), it must notify Ammper in writing and once notified, if there is a conflict between the Agreement and such Act, the terms of the Act will control.

26. Authorizations. Customer hereby designates Ammper as an authorized recipient of Customer's current and historical billing data. Further, if Customer is represented by a third-party aggregator, broker, or consultant ("Customer's Representative") with respect to the terms of this Agreement, Customer hereby authorizes Ammper to disclose information and/or data to Customer's Representative including but not limited to any Agreement, invoices, payment, and non-payment information. In relation to this Agreement, Customer consents to Ammper using its name and logo in promotional materials, with Ammper acknowledging Customer's ownership of all rights, title, and interest in its name and logo.

27. Definitions.

27.1 "Adder Rate" means that "Adder Rate" set forth on a TC.
27.2 "Accounts" means those ESI IDs set forth on a TC and which are used by a TDSP to measure and settle Customer's electric demand and/or usage and/or exported generation.
27.3 "Basis Costs" means for any billing period the difference in Settlement Point Prices between the ERCOT Load Zone and corresponding HUB in which the Account is located. The real-time market Settlement Point Price will be used to calculate Basis Costs, unless otherwise specified in an associated TC.
27.4 "Block Rate" means that "Block Rate" set forth on a TC.
27.5 "Contract Rate" means that "Contract Rate" set forth on a TC.
27.6 "Electricity" means the electric energy necessary to energize Customer's Accounts in accordance with the rules and regulations of any Governmental Authority.
27.7 "Energy Costs" means a charge for the cost items included in the Settlement Point Price for the corresponding HUB in which the Account(s) are located.
27.8 "ERCOT Protocols" means the rules, protocols, procedures, market guides, operating guides, handbooks, other binding documents, and standards from time to time promulgated by ERCOT and with respect to which participants in the ERCOT market are required to comply, including the ERCOT Protocols and the associated "market guides", "business practice manuals", and "other binding documents", all as may be adopted, amended, or replaced by ERCOT from time to time.
27.9 ERCOT Securitization Charges: To address issues arising from Winter Storm Uri in February 2021, the Texas legislature enacted House Bill 4492 to authorize financing mechanisms to provide funds to help stabilize the market. Subchapter M (PUCT Docket 52321) and Subchapter N (PUCT Docket 52322) resulted in the following charges: ERCOT Securitization Default Charges are those related to ERCOT's financing of costs associated with certain market participants defaulting on their payment obligations as a result of Winter Storm Uri, and ERCOT Securitization Uplift Charges are those related

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to ERCOT's financing of costs associated with extraordinary costs charged to load serving entities, including retail electric providers, during Winter Storm Uri.

27.10 "Force Majeure" means any event beyond the control of a Party, including, without limitation, acts of God, pandemic, war, and any force majeure event claimed by any TDSP, ERCOT or other governmental agency which results in a condition that materially impairs either Party's ability to perform hereunder. A claim of Force Majeure may not be based on (1) Customer's inability to economically use or dispose of electricity purchased under this Agreement; (2) Customer's closure or material curtailment of operations of any of the Accounts due to economic circumstance or condition; or (3) Ammper's ability to sell electricity at a price greater than the Contract Rate (and/or Block Rate or Adder Rate, if applicable).

27.11 "Governmental Authority" means any federal, state, local or municipal governmental bodies, governmental department, commission, board, bureau, agency, or any judicial, regulatory, or administrative body having jurisdiction over the Parties and/or this Agreement, including without limitation the PUCT, ERCOT, TDSPs, FERC and NERC.

27.12 "Law" means any applicable constitution, statute, law, treaty (to the extent implemented by statute), ordinance, rule, regulation, rate, ruling, order, decision, judgement, legally binding guideline or directive, restriction, requirement, writ, injunction, settlement or decree, which has been enacted, issued or promulgated by any Governmental Authority, including without limitation the ERCOT Protocols or PUCT rules.

27.13 "Line Loss Costs" means for any billing period the applicable costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the TDSP metered usage and the ERCOT settlement volumes (the "Line Loss Usage").

27.14 "RPS Obligation" means the cost associated with meeting the REP's renewable portfolio standards, due to serving Customer's load, at the level required by Law.

27.15 "Swing Rate" means for any billing period, the rate based on the actual market clearing price of each component (reasonably estimated by Ammper if unavailable at the time of invoicing) necessary to provide Customer's full energy requirements plus the applicable Customer Representative's fee, if any.

27.16 "Taxes" means any taxes including but not limited to income, ad valorem, occupation, gross receipts, sales, use, franchise, excise, reimbursable utility, emission allowance, licenses, permits and assessments, or any other taxes assessed on the sell, delivery, or purchase of electricity.

27.17 "TDSP" means transmission and distribution company, transmission and distribution service provider, electric distribution company, electric distribution utility, local distribution company, or any other entity responsible for the transportation or delivery of electricity hereunder.

27.18 "TDSP Charges" means for any billing period the applicable TDSP costs due under TDSP's delivery service rates associated with the use of TDSP's transmission or distribution network.

27.19 "Term" or "Transaction Term" has the meaning set forth in Section 4 of this MSA.

27.20 "Uplifts" means for any billing period, including but not limited to, the ERCOT Admin Charge, Black Start Capacity, Base Point Deviation, Load Allocation Voltage Support, Reliability Must Run, Reliability Deployment AS Imbalance, Emergency Power, Revenue Neutrality Allocation, Ancillary Service Imbalance Revenue Neutrality, Presidio, and Load Allocation Reliability Deployment as set forth in the ERCOT Protocols.

The Parties, through their duly authorized representative's signatures below, have executed this MSA as of the Effective Date.

Customer:	TOWN OF SUNNYVALE TEXAS	**Ammper:**	**Ammper Power, LLC**
By:		By:	
Printed Name:	William Vegas	Printed Name:	
Title:	Interim Town Manager	Title:	
Date:		Date:	
Business address:		Business address:	1801 Main St, Suite 1220 Houston, TX 77002
Email for notices:	rachel.kulhavy@townofsunnyvale.org	Email for notices:	customercare@ammper.com retailcontracts@ammper.com contractadmin@ammper.com
Effective Date: 11/4/2025			

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Certificate Of Completion

Envelope Id: 692ED443-D6DC-4090-8C4E-C054CCB18170
Status: Delivered
Subject: eSignature Requested for United Power Group Document
Source Envelope:
Document Pages: 13
Signatures: 0
Envelope Originator:
Certificate Pages: 4
Initials: 0
TUS LLC (UPG Energy)
AutoNav: Enabled
docusign@tus.group
EnvelopeId Stamping: Enabled
IP Address: 159.65.91.201
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Record Tracking

Status: Original
25 November 2025 | 17:03
Holder: TUS LLC (UPG Energy)
docusign@tus.group
Location: DocuSign

Signer Events	Signature	Timestamp
Rachel Kulhavy rachel.kulhavy@townofsunnyvale.org Security Level: .Email ID: 947fe543-0d10-4e19-b486-f80bdceb2d6d 25 November 2025 | 17:06 **Electronic Record and Signature Disclosure:** Accepted: 25 November 2025 | 17:06 ID: 05401705-49bc-42c7-af61-4c8cf5a0c50e		Sent: 25 November 2025 | 17:03 Viewed: 25 November 2025 | 17:06

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	25 November 2025 | 17:03
Certified Delivered	Security Checked	25 November 2025 | 17:06

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Quicksign.Online:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign@quicksign.online

To advise Quicksign.Online of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@quicksign.online and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@quicksign.online and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to docusign@quicksign.online and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Quicksign.Online as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Quicksign.Online during the course of your relationship with Quicksign.Online.

Town Council

AGENDA ITEM REPORT

L.5

To:	Town Council
Subject:	Discuss, consider and act upon Change Order #1 for the US 80 Water Line Relocations to authorize construction and engineering support services for looping the dead-end water main in an amount not to exceed $260,000 and authorize the Town Manager to execute all necessary documents.
Meeting:	Town Council - December 8, 2025
Department:	Engineering
Staff Contact:	Elmer Benitez

SUGGESTED ACTION:

Staff recommends approval.

BACKGROUND INFORMATION:

The Town of Sunnyvale has identified a dead-end water main within the distribution system that requires looping to improve water quality, system reliability, and fire flow. Dead-end mains are susceptible to stagnant water conditions, reduced chlorine residuals, and operational challenges. Looping this main is consistent with industry best practices and supports the Town's long-term infrastructure goals.

This project involves installing a new segment of water main to connect to the existing system, eliminating the dead-end configuration. The work includes design support, construction, testing, and installation of required appurtenances.

Town currently has a contractor mobilized along US 80 for an active construction project, completing the water system looping work at this time is the most cost-effective option. Performing this improvement now avoids the additional costs associated with future remobilization, reduces disruption to the traveling public, and leverages the contractor’s existing field presence and equipment.

FINANCIAL IMPACT:

Funding for this change order will be provided through the Water Utility Fund. The total cost shall not exceed $260,000.

ATTACHMENTS:

Change Order #1 Exhibit.pdf
HWY 80 Change Order Additional Crossing 11-20-25.pdf

East Fork Mall

Wood Finishers Source

Watha Dr

ighway 80 E

ighway 80

ighway 80

80

Long Creek Rd

US Highway 80 E

US Highway 80 E

US Highway 80

US Highway 80

US Highway 80 E

US Highway 80 E

US Highway 80 E

US Highway 80

US Highway 80

US Highway 80

US Highway 80 E

80

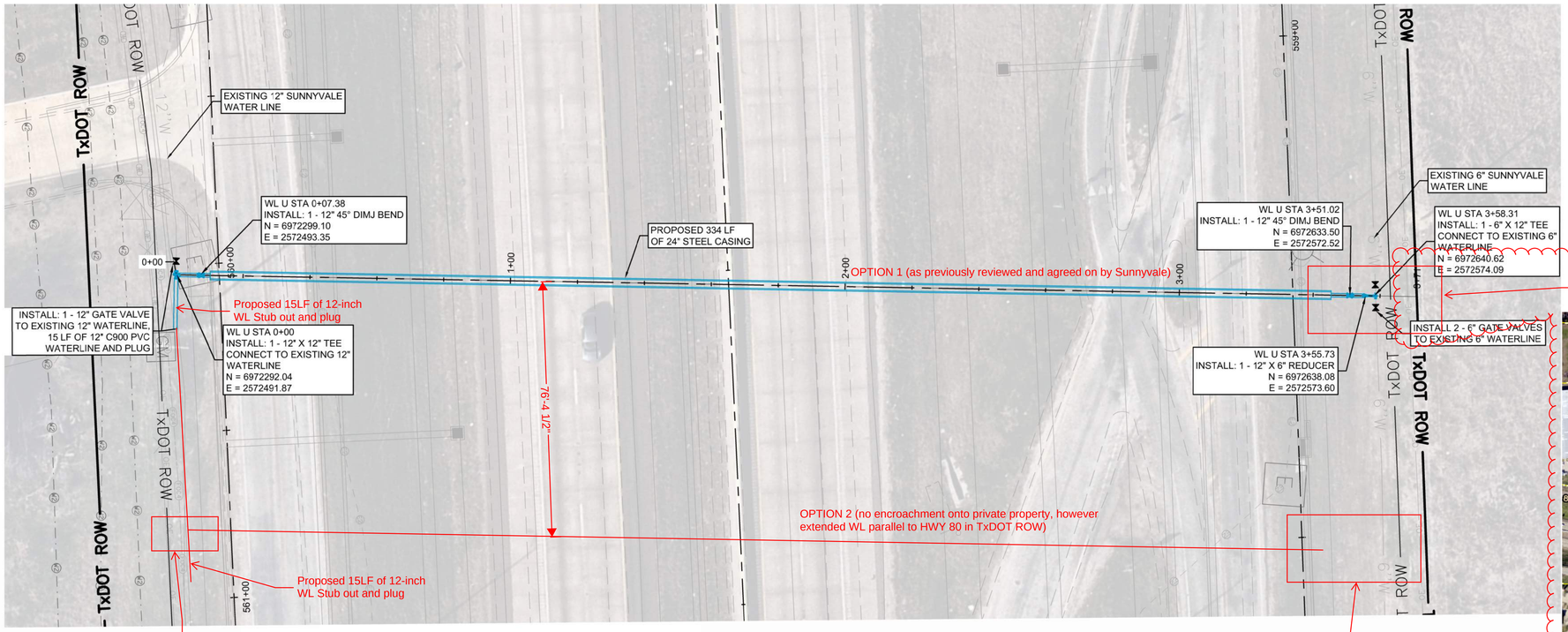
Proposed water line to loop system.

Approximate 3100 linear foot dead-end water main.

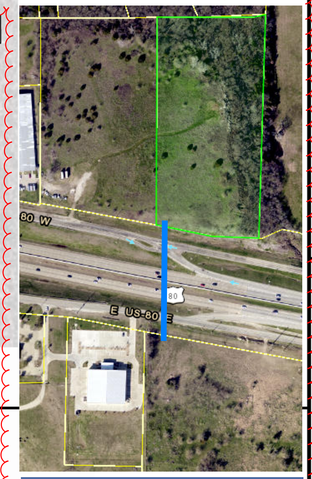
Accent Antiques

Hope Church

Church



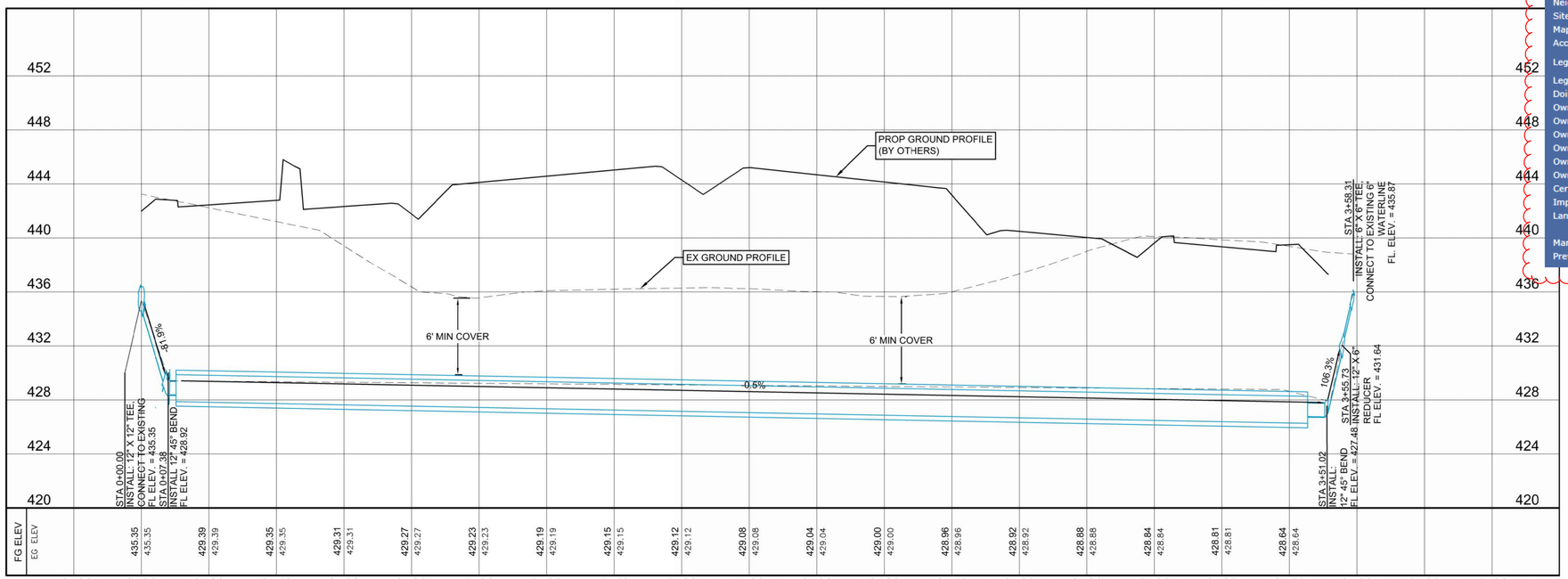
Potentially need agreement with property owner and/or temporary construction easement (5-7 feet into property)



613 E U S HWY 80

Parcel ID:	650330500100401 00
Account Number:	650330500100401 00
Neighborhood	N/A
Site Address:	613 E U S HWY 80
Map Grid:	50A-L (DALLAS)
Account Type:	Commercial
Legal Description 1:	THOMAS D COATS ABST 330 PG 500
Legal Description 2:	TR 4.1 ACS 8.254
Doing Business As:	N/A
Owner Name:	BOYD ANNABETH WALDRIP
Owner Address:	311 DREW LN
Owner City:	HEATH
Owner State:	TX
Owner Zip:	75032
Owner Zip +4:	8833
Certified Values	----------
Improvement Value:	N/A
Land Value:	$ 536,510

Market Value:	$ 536,510
Prev. Mkt. Value:	$ 536,510



HIGHWAY 80 UTILITY RELOCATION PROJECT
TOWN OF SUNNYVALE
DALLAS COUNTY, TX

	REVISION	DATE
MARK		

20' 0 20' 40'
HORIZONTAL SCALE IN FEET
4' 0 4' 8'
VERTICAL SCALE IN FEET

DRAWN BY: RY
DESIGNED BY: AC
LATEST REVISION: 11/20/2025
KSA JOB NO.: 10118 9

PROJECT NAME:
SHEET NAME:

KSA
8866 Synergy Dr., McKinney, Texas 75070
T. 972.542.2995 F. 972.542.6750
www.ksaeng.com

SEAL:
TBPE Firm Registration No. F-1356
SHEET NO.

\\KSA.NET\GATEWAY\PROJECTS\10118\9008 CAD\30 SHEETS\02 CIVIL\10118b-C-P&P-005 HWY 80.XING.DWG | D (3) | 11/20/2025 - 2:35 PM | LAST SAVED BY: CSWEDBURG

Town Council

AGENDA ITEM REPORT

L.6

To:	Town Council
Subject:	Discuss, consider and act upon a proposal from Harmoni Towers Comprehensive Wireless Coverage Improvements (Cellular and Broadband) and Multi-Tenant Communications Tower(s) Deployment in response to the Town's RFP 2025-001 for enhancement of mobile and broadband connectivity within the Town.
Meeting:	Town Council - December 8, 2025
Department:	Engineering
Staff Contact:	Lyle Jenkins

SUGGESTED ACTION:

Staff recommends approval.

BACKGROUND INFORMATION:

The Town of Sunnyvale currently has inadequate wireless/broadband coverage in some areas. This being the case, in an effort to address this issue, the Town, earlier this year, issued RFP 25-001 to entertain proposals from contractors and/or service providers to construct infrastructure, primarily cell towers, within the Town to improve this situation as much as possible. This RFP closed in November, and four proposals were received. The four submittals came from Harmoni Towers, Lucky Fiber, THL-TTT Holdings, and T-Mobile. Town Staff, in conjunction with Cobb-Fendley, have reviewed and evaluated these proposals and we feel the proposal from Harmoni Towers represents the best value for the Town.

Harmoni proposes an arrangement wherein they will work with the Town to locate suitable locations for new tower installations within the Town, taking into account current and ongoing tower construction. At this time, it is anticipated that 3 separate towers will be needed, but this is subject to change. Ideally, all towers will be located on land currently owned by the Town. However, if this is not feasible, the Town will need to acquire suitable property to allow tower construction.

Once the needed sites have been identified and acquired (if needed), Harmoni will obtain all needed permits and will bear the full construction costs for the towers and will also bear the cost to secure carrier commitments. They will propose lease arrangements with respective carriers and the Town will enter into a revenue-sharing agreement with them (detailed below). Harmoni will also provide tower space directly to the Town, if desired.

Harmoni estimates that a cell tower solution can be in place and operational within 15 months of the contract award. Town staff will work with them during the land acquisition and permitting process to expedite all necessary approvals while remaining in conformance with Town ordinances and requirements. This time estimate is comparable with other proposals that were received.

FINANCIAL IMPACT:

The initial cost to the Town during the design/construction phase of this project will be limited to land acquisition for each tower site, if needed. This cost cannot be determined at this time. However, as stated above, the Town will receive the benefit of a revenue-sharing arrangement during the lease period. The initial lease will be for a 10-year period with four 5-year periods to follow. Revenue from the first tenant will be $12,000 per year per tower, with an additional $4,800 per year for each additional carrier. So, if three towers were constructed with three carriers on each tower, the Town's share of the revenue would be $64,800 per year. Over a 30-year lease period this would total $1,944,000.

ATTACHMENTS:

rfp_2025-001_harmoni_towers.pdf

PROJECT:

Town of Sunnyvale Comprehensive Wireless Coverage Improvements RFP

RFP 2025-001

BIDDER:

Harmoni Towers

TOTAL BID:

Not Required

COMPLETION TIME:

Not Required

BIDDER INFO:

6210 Ardrey Kell Road
Ste.450
Charlotte,NC 28277
P: 8582327767
F:

BID TOTALS

REQUIRED DOWNLOADS

TYPE	NAME	DOWNLOAD DATE
Invitation To Bid	Request for Proposal	10/9/2025 12:51:29 PM
Other	Sunnyvale Broadband Feasibility Study	10/9/2025 12:51:29 PM

November 7, 2025
Town of Sunnyvale, TX

Dear Members of the Town of Sunnyvale, TX:

Thank you for the opportunity to respond to the Town of Sunnyvale's RFP to provide upgraded wireless service across the Town. Our team has invested considerable thought and energy to provide you with an aggressive and comprehensive proposal. Our proposal features:

- A crowd sourced data analysis for new locations. Based on current customer traffic, **we believe there is immediate need for multiple new towers in the Town of Sunnyvale.** This is further validated by two Tier 1 carriers that have already expressed interest in working with us to identify ideal locations to build these towers.
- A guaranteed, revenue share model providing the Town with a **generous monthly fee as tenants are secured**. At the Town's option, these monthly revenue streams may be converted to a one-time lump sum payment.
- Customer stealth solutions based on the community and Town's preferences. We have built nearly 100 stealth structures, and our proposal shares some initial recommendations. **We will work with you to finalize a design that aligns with the desired aesthetics that can support multi-tenant installations**.

Our Delivery Capabilities

Today Harmoni is one of the most active builders of towers in the country. Our sole focus is on building and growing our macro towers business in the U.S. Some proof points that differentiate Harmoni from our competitors:

- **We have scale and experience to deliver thousands of towers**. We are the second largest private tower company in the U.S., with nearly 1,800 organically constructed towers in our portfolio and more than 800 actively being developed. Our delivery leadership team has over 150 years of combined experience in the industry, with many of our team members coming from major wireless carriers.
- **We are a partner of choice for new tower builds and collocations with all Tier 1 carriers**. Over the past 5 years our portfolio has grown by almost 1,000 towers and we are leasing them up 2x faster than our larger competitors. We have master agreements in place that carriers view as favorable and "future-proof" when compared to our competition. This differentiation will expedite carrier commitments, accelerating revenue share opportunities for the Town of Sunnyvale, TX.
- **We are backed by strong and committed investment partners**. We currently have over $2B of funding, and the ability to expand that further. With our immediate access to cash we can fund all the towers in the RFP and offer up to $300K of supplemental installation CAPEX funding per location to assist carriers with their equipment procurement if needed.

In short, we believe that Harmoni has **carrier relationships, site development experience, and partnering culture no other firm can match.** We hope you find our response informative and thoughtful, and we look forward to your feedback.

My thanks,

Yannis Macheras
Chief Executive Officer – Harmoni Towers

Appendix A: Town of Sunnyvale

Our Approach

As one of the nation's leading tower builders, we are uniquely positioned to bring wireless infrastructure to the community of Sunnyvale. Our solution is to partner with the Town of Sunnyvale and the national Tier 1 carriers to find suitable locations for new towers. Once identified, we will work to gain commitments from AT&T, T-Mobile, and Verizon to install wireless cell site equipment and fiber to the location. We will bring in some key capabilities to support Sunnyvale's objectives:

- Our team has deep relationships with the carriers, not only regionally, but at the corporate level as well. This allows our teams to navigate up and down the organization, in a fluid manner, staying current with our pricing and terms. We do not look at ourselves as another vendor but as a consultant, partnering with the carriers to identify the best locations for their 5G wireless networks.
- We have state-of-the-art tools that use crowd sourced data to not only identify their customers' usage patterns today, but project their network needs for tomorrow. This data will be shared with both Sunnyvale and the carriers, helping to secure commitments to invest where tower builds can gain local zoning support and meet the needs of the community.
- Once that is done, we will work with you and your team to design, zone, and permit for your coverage needs in Sunnyvale. We have worked with other government agencies to develop tower solutions that blend with the community and meet the financial and technical requirements of the carriers.

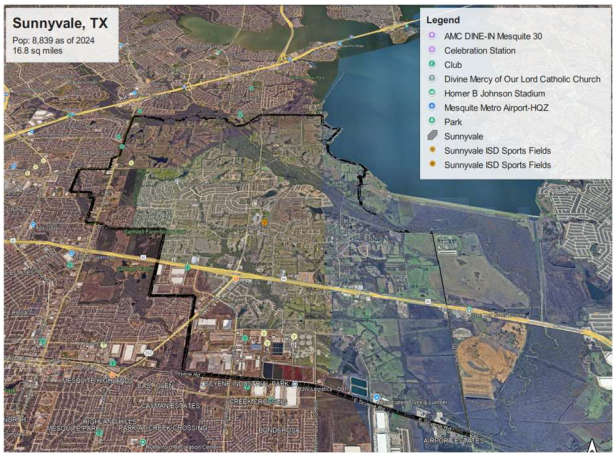
Sara Brummer, Director of Business Development, will be leading our commercial discussions with carriers. Sara has over 25 years of experience in the industry, including 14 years siting and deploying towers. **Sara is already in discussions with 2 carriers that have immediate interest in the Town of Sunnyvale.**

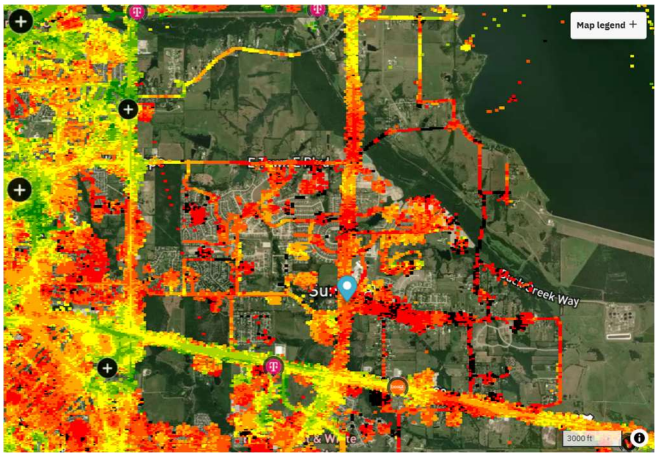
Our tower development efforts are led by Leon Burks, Executive Director, who brings over 20 years of industry experience and a proven track record of developing and constructing hundreds of towers. He is supported by Project Manager Diana Lopez, who will serve as the primary point of contact with the Town of Sunnyvale and its stakeholders throughout the siting, development, and construction of the macro tower solutions. Harmoni maintains a strong presence of general contractors in the area to ensure efficient and timely construction and deployment of the facility.

We would like to point out that in the Harmoni process, **there is never a handoff. Our business development leads and site development leads work in tandem to keep both carriers and the Town informed as the project progresses.** We are all committed to delivering sites, giving both the carrier and the Town a dedicated point of contact for all issues. **Sara and Leon are among the longest-standing employees here at Harmoni and have been working together for over 10 years**.

Lease Up Potential

Harmoni has carried out a study of carrier needs for the Town of Sunnyvale. Several industry standard crowd sourced platforms indicate there is a strong need for all 3 major Tier 1 carriers for improved coverage and capacity around Town. Beyond the need to provide better coverage on the main thoroughfares, there are some surrounding areas that are also of interest to the carriers:





Technical Solution

Harmoni proposes using a combination of tower and stealth structures for the Town of Sunnyvale. This approach will support the Town's desire to have a unified look and speed up the zoning and permitting requirements, while minimizing any community opposition to the towers.

Harmoni has built many such structures in difficult to zone areas. To date, we have developed nearly 100 stealth towers of all types, many designed for multi-tenant use purposes. Our recommendation at this stage is to work hand in hand with the carriers and the Town of Sunnyvale, to determine the optimal design.



Based on our experience, we believe that we can deploy a stealth solution within 15 months of the contract award. We are already in discussions with carriers for an anchor tenant and can use existing agreements to secure their commitments, so they are not a part of our critical path. Timing will largely depend on final design and location approval from the Town of Sunnyvale and its constituencies.

Financial Upside for the Town of Sunnyvale, TX

With over $2B in capital available through our financial sponsor, Palistar Capital, Harmoni Towers will take on the full cost of building the towers. We will work closely with all parties to find the best locations on public land within the Town of Sunnyvale limits. Harmoni will provide all funding needed to construct the tower and secure carrier commitments. For supporting the tower build, Harmoni proposed the following revenue share for the Town of Sunnyvale:

- 1st carrier install (anchor tenant): $12,000 per year
- Additional carrier installations: $4,800 per year

Revenue share will be payable annually starting at the end of the first year of carrier operation, where operation begins at the start of carrier installation. Revenue share will only be applicable for national Tier 1 carriers; revenue share for local carriers or other tenants will be negotiated on an as needed basis.

The initial lease(s) will commence for a period of 10 years with four, five-year terms to follow. For example, the anchor tenant revenue would account to $360,000.00 for the 30-year lease term for the Town of Sunnyvale. Adding a 2nd and 3rd carrier tenant would increase the revenue to a total of $648,000.00 for just one tower. We are confident that the Town of Sunnyvale will require several new towers, so the revenue will increase proportionately. Please note that these fees may be converted to a one-time lump sum payment at the option of the Town once the anchor carrier has initiated their installation.

Finally, Harmoni will provide the Town of Sunnyvale tower space at no cost. Harmoni will reserve 10,000 sq in of tower loading at a height not to exceed 40 feet of the tower's maximum height (typically at least 60-80 feet) for its internal use. This has a commercial value of roughly $10,000 per year.

Appendix B: References

Attached are 3 local references from within the Dallas-Fort Worth metroplex, from AT&T, T-Mobile and Verizon Wireless. Please feel free to reach out to any of these contacts for validation of Harmoni Towers and the work we have done for them in this market.

REFERENCE #1	
NAME	Leigh Ann Dodson – Area Manager Real Estate & Construction Manager AT&T
ADDRESS	6000 Las Colinas Blvd
CITY. STATE ZIP CODE	Irving, TX 75039
TELEPHONE #	972-249-5478
CONTACT	lk8112@att.com
DATES OF SERVICE	7 years
REFERENCE #2	
NAM	Josh Sommers – Senior Manager Engineering Development South Region T-Mobile
ADDRESS	7668 Warren Parkway
CITY. STATE. ZIP CODE	Frisco, TX 75034
TELEPHONE #	360-521-0556
CONTACT	Joshua.sommers@t-mobile.com
DATES OF SERVICE	10 years
REFERENCE #3	
NAM	Tara Sprague – Associate Director – Network Reg/Real Estate – CTX Verizon
ADDRESS	600 Hidden Ridge
CITY. STATE. ZIP CODE	Irving TX 75038
TELEPHONE #	469-383-1477
CONTACT	Tara.sprague@verizonwireless.com
DATES OF SERVICE	10 years