

CITY COUNCIL MEETING AGENDA

MAY 01, 2023, 7:00 PM

CITY COUNCIL REGULAR MEETING

HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS



CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

INVOCATION AND PLEDGE

CITIZENS COMMENTS

This is an opportunity for citizens to address the Council on any matter. Comments related to public hearings will be heard when the specific hearing begins. Citizens are allowed 3 minutes to speak. Each speaker must complete the Speaker's Form and include the topic(s) to be presented. Citizens who wish to address the Council with regard to matters on the agenda will be received at the time the item is considered. The Council is not allowed to converse, deliberate or take action on any matter presented during citizen input.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

Mayoral proclamations, presentations of awards and certificates, and other acknowledgments of significant accomplishments or service to the community.

1. Recognize winners of the 2023 Citywide Art competition.

CONSENT AGENDA

All items on the Consent Agenda will be acted upon by one vote without being discussed separately unless requested by a Councilmember to remove the item(s) for additional discussion. Any items removed from the Consent Agenda will be taken up for individual consideration.

2. Consideration and possible action on the minutes from the April 17, 2023, meeting.
3. Consideration and possible action to select Antero Group to perform the Housing Study, and authorize the City Manager to negotiate a possible contract with Antero Group.
4. Consideration and possible action on an Individual Project Order with Kimley-Horn regarding IH-35 entry monumentation and sound wall graphic design, and authorize the City Manager to execute said agreement.

- [5.](#) Consideration and possible action on Interlocal Cooperation Agreement for shared Governance Communications and Dispatch Services System with the Denton County Sheriff's Office.

PUBLIC HEARING ITEMS

- [6.](#) Conduct a public hearing on a request to amend to the Planned Development known as Sanger Preserve being approximately 12.01 acres of land, described as A1241A TIERWESTER, TR 264 AND TR 265 generally located on the southeast corner of 5th Street and Cowling Road.

ACTION ITEMS

- [7.](#) Consideration and possible action on Ordinance No. 05-08-23 amending Ordinance No. 10-28-22 for the Planned Development known as Sanger Preserve being approximately 12.01 acres of land, described as A1241A TIERWESTER, TR 264 AND TR 265 generally located on the southeast corner of 5th Street and Cowling Road.
- [8.](#) Consideration and possible action on the Final Plat of Palomino Bay Addition, being 54.34 acres, located in the City of Sanger's ETJ, and generally located on the west side of Jones Road approximately 782 feet north of the intersection of FM 1190 and Jones Road.
- [9.](#) Consideration and possible action on authorizing staff to issue a Request for Proposal (RFP-2023-04) for broadband expansion.

FUTURE AGENDA ITEMS

The purpose of this item is to allow the Mayor and Councilmembers to bring forward items they wish to discuss at a future meeting, A Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting. Items may be placed on a future meeting agenda with a consensus of the Council or at the call of the Mayor.

INFORMATIONAL ITEMS

Information Items are for informational purposes only. No action may be taken on items listed under this portion of the agenda.

- [10.](#) Atmos-Rider GCR - Rate Filing under Docket No. 10170 - March 27, 2023

ADJOURN

NOTE: The City Council reserves the right to adjourn into Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.087 of the Texas Open Meetings Act.

CERTIFICATION

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on April 26, 2023, at 3:00 PM.

/s/Kelly Edwards
Kelly Edwards, City Secretary

The Historical Church is wheelchair accessible. Request for additional accommodations or sign interpretation or other special assistance for disabled attendees must be requested 48 hours prior to the meeting by contacting the City Secretary's Office at 940.458.7930.



CITY COUNCIL COMMUNICATION

DATE: May 1, 2023

FROM: Donna Green, Director of Marketing and Civic Engagement

AGENDA ITEM: Recognize winners of the 2023 Citywide Art competition.

SUMMARY:

- April was National Youth Art Month.
- Youth Art Month promotes art and art education in the United States.
- To help celebrate and bring awareness to the importance of art, the City held an art competition allowing residents of all ages to submit their art for display at the Sanger Public Library throughout the month of April.
- City employees were asked to vote for their favorite artist in each age group.
- Tonight celebrates our winners.

FISCAL INFORMATION:

Budgeted: Yes

Amount:

GL Account: 31-5226

RECOMMENDED MOTION OR ACTION:

Recognition and awards to the winners.

ATTACHMENTS:



CITY COUNCIL COMMUNICATION

DATE: May 1, 2023

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the April 17, 2023, meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the April 17, 2023, meeting.

ATTACHMENTS:

City Council minutes.

CITY COUNCIL MEETING MINUTES

APRIL 17, 2023, 7:00 PM

CITY COUNCIL REGULAR MEETING

HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS



CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:00 p.m.

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Parks & Recreation Superintendent Ryan Nolting, Director of Human Resources and Special Projects Jeriana Staton, Director of Economic Development Shani Bradshaw, Marketing and Civic Engagement Director Donna Green, Chief of Police Waylan Rhodes.

INVOCATION AND PLEDGE

Councilmember Bilyeu gave the invocation, the Pledge of Allegiance was led by Councilmember Gann.

CITIZENS COMMENTS

No one addressed the Council.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

1. Mental Health Awareness & Children's Mental Health Awareness Proclamation

Ms. Lisa Settles and Ms. Michelle Foster provided an overview of the services their organizations provide for the community, including community training programs.

Mayor Muir read the proclamation and presented it to both Ms. Settles and Ms. Foster.

REPORTS

2. Presentation and update on Economic Development activities.

Director Bradshaw provided a presentation and overview of Economic Development.

Discussion ensued regarding the features available on the new EDC website, creating business spotlight videos, 4A & 4B board opportunities partnering with the City, and working with a consultant to create a 4B action plan for projects.

CONSENT AGENDA

3. Consideration and possible action on the minutes from the April 3, 2023, meeting.
4. Consideration and possible action on Resolution 2023-07, Alina Ciocan as the City's representative to the Upper Trinity Regional Water District Board of Directors, to fill a term ending May 31, 2027.
5. Consideration and possible action on Resolution No. 2023-05 for Sanger city-wide garage sale.

Motion to approve made by Councilmember Dillon, Seconded by Councilmember Bilyeu.

Voting Yea: Councilmember Barrett, Councilmember Chick, and Councilmember Gann.
Motion passed unanimously.

FUTURE AGENDA ITEMS

Councilmember Dillon – asked for information regarding traffic planning for the FM 455 & IH-35 construction project.

City Manager Noblitt stated that the City has requested copies of the traffic plan. However, TxDOT nor Webber has been forthcoming with that information.

EXECUTIVE SESSION

Pursuant to the Open Meetings Act, Chapter 551, the City Council Will Meet in a Closed Executive Session in Accordance with the Texas Government Code:

Section 551.071. CONSULTATION WITH ATTORNEY

For deliberations regarding 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. - Municipal Utility District No. 12 (MUD 12)

Council convened into executive session at 7:44 p.m.

RECONVENE INTO REGULAR SESSION

Council reconvened into open session at 8:48 p.m.

No action taken.

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 8:48 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: May 1, 2023

FROM: Ramie Hammonds, Development Service Director

AGENDA ITEM: Consideration and possible action to select Antero Group to perform the Housing Study, and authorize the City Manager to negotiate a possible contract with Antero Group.

SUMMARY:

- The City of Sanger issued an RFQ for a new housing study.
- We received one response to the RFQ.
- A review committee scored the response and determined that Antero Group is a qualified candidate.
- If approved, staff will move forward to the contract phase.

FISCAL INFORMATION:

Budgeted: YES

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL on the selection and contract negotiation with Antero Group.

ATTACHMENTS:



CITY COUNCIL COMMUNICATION

DATE: May 1, 2023

FROM: Alina Ciocan, Assistant City Manager

AGENDA ITEM: Consideration and possible action on an Individual Project Order with Kimley-Horn regarding IH-35 entry monumentation and sound wall graphic design, and authorize the City Manager to execute said agreement.

SUMMARY:

- The City has previously engaged Kimley-Horn to assist with preliminary design concepts for the IH-35 corridor.
- Several options were presented to City Council on March 6th and April 3rd
- The next step in the process is to develop a set of schematic plans for the City entry monumentation as well as the sound wall design.

FISCAL INFORMATION:

Budgeted: NO

Amount: \$71,000

GL Account: 004-30-6534

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

- Individual Project Order Number 2023
- Master Agreement

Individual Project Order Number 2023 I-35 Entry Monumentation and Soundwall Graphic Design City of Sanger, Texas

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Sanger, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated February 9, 2022, which is incorporated herein by reference.

Identification of Project: 2023 I-35 Entry Monumentation and Soundwall Graphic Design for City of Sanger, Texas

Project Understanding: This project consists of providing professional landscape architecture services associated with the following project:

2023 I-35 Entry Monumentation and Soundwall Graphic Design for City of Sanger, Texas to include:

- Schematic Design Alternatives for City Entry Monumentation along I-35 Corridor based on feedback from City Council regarding the Initial Concept Package presented at the March 6th, 2023, and April 3rd, 2023, Council Meetings.
- TxDOT Soundwall Graphic Design Alternatives

Specific scope of basic Services: See Below

Task 1 – City Entry Monumentation Schematic Design Alternatives

The Consultant will provide the following professional services as specified in the “Project Understanding” section of this project. Based on the initial concept design package approved by the Client, Kimley-Horn will develop a set of Schematic Plans of proposed features illustrating the general scope, scale, and relationship of design components and submit them to the Client for review. Kimley-Horn will provide up to three (3) preliminary design concepts.

The elements to be illustrated in the Schematic Design Plans are expected to be limited to:

- Refined architectural design and layout of proposed entry features based on review comments from City Council Meetings mentioned in the “Project Understanding”.
- Proposed architectural material for each entry feature concept.
- Proposed future landscape design for each entry feature concept.
- Proposed schematic lighting design for each entry feature concept.

As a part of this task, Kimley Horn will attend one (1) Client review meeting to review the preliminary schematic design concepts. Based on input received during the initial design review meeting, Kimley-Horn will attend one (1) additional meeting with the Client to present one (1) final schematic design package. Upon approval of the final schematic design package, that package will be used as a basis for preparing the Landscape Architecture Construction Documents (Not included in this agreement). If additional Client comment revisions are required, then this effort will be billed at our then current hourly rate schedule.

Kimley Horn will prepare one (1) Opinion of Probable Construction Cost for Client review as part of this task. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any

Individual Project Order Number 2023 I-35 Entry Monumentation and Soundwall Graphic Design City of Sanger, Texas

opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

Task 2 – TxDOT Soundwall Graphic Schematic Design Alternatives

The Consultant will provide the following professional services as specified in the “Project Understanding” section of this project. Kimley-Horn will develop a set of Schematic Plans of proposed features illustrating the general scope, scale, and relationship of design components and submit them to the Client for review. Kimley-Horn will provide up to three (3) preliminary design concepts for the TxDOT Soundwall Graphics.

The elements to be illustrated in the Schematic Design Plans are expected to be limited to:

- Design and layout of proposed TxDOT soundwall graphic alternatives.
- Proposed color palette for proposed TxDOT soundwall alternatives.

As a part of this task, Kimley Horn will attend one (1) Client review meeting to review the preliminary schematic design concepts. Based on input received during the initial design review meeting, Kimley-Horn will attend one (1) additional meeting with the Client to present one (1) final schematic design concept. Upon approval of the final schematic design package, that package will be used as a basis for preparing the Landscape Architecture Construction Documents (Not included in this agreement). If additional Client comment revisions are required, then this effort will be billed at our then current hourly rate schedule.

Kimley Horn will prepare one (1) Opinion of Probable Construction Cost for Client review as part of this task. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.

Task 3 – Meetings / Coordination (During Design)

Kimley-Horn can be available to attend design team meetings, Client meetings, and/or conference calls and any other project related meetings not listed in previous task items. This task includes up to thirty (30) hours of meetings in addition to the quantity provided in the tasks above. Should additional meetings or coordination be required, this effort will be billed on an hourly basis at the then current hourly rate schedule.

Individual Project Order Number 2023 I-35 Entry Monumentation and Soundwall Graphic Design City of Sanger, Texas

Additional Services if required: See Below

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional Services will be compensated on a reimbursable basis at the then current hourly rates. Consultant will not perform any Additional Services without Client's prior approval. Additional services include, but are not limited to, the following:

- Design Development Plans
- Construction Documents
- Bidding Assistance
- Construction Phase Services
- Lighting Photometrics / Circuitry
- 3D Fly Through Videos
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Additional drafts and response to comments beyond those described in the scope.
- Providing additional presentations to City Council.
- Providing any easement documents or acquisition services.
- Attending additional public meetings during the project.
- Any services not listed in the Scope of Services.
- Providing services associated with traffic signal design.
- Providing additional public coordination during the project, such as meeting with public and City staff, or coordinating with landowners affected by the proposed project. This may include preparing exhibits to demonstrate the project to the public.

Services provided by Client: Client shall review and provide comments for proposed design so that Consultant can adhere to the project schedule.

Schedule: Consultant will begin services upon receipt of Notice to Proceed.

Deliverables: See items listed above under Scope of Services.

Individual Project Order Number 2023 I-35 Entry Monumentation and Soundwall Graphic Design City of Sanger, Texas

Method of compensation: Kimley-Horn will perform the Services on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. See below for Task budget breakdowns.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – City Signage Schematic Design Alternatives	\$30,500
Task 2 – TxDOT Soundwall Schematic Design Alternatives	\$24,000
<u>Task 3 – Meetings / Coordination (During Design)</u>	<u>\$16,500</u>
Total Estimated Fee	\$71,000

All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Other special terms of Individual Project Order: None.

ACCEPTED:

CITY OF SANGER, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
John Noblitt

BY: _____
Hugo Morales P.E.

TITLE: City Manager

TITLE: Vice President

DATE: _____

DATE: 04/17/2023

**MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 9 day of February 2022, by and between City of Sanger ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

- 1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPO's ("the Services"). If requested by the Client in the writing and agreed to by the Consultant, the Consultant will perform Additional Services and, the Client shall pay the Consultant for the performance of any Additional Services in an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
 - a) Designate in writing a person to act as the Client's representative. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.
 - c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as survey, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d) Arrange for access to the project site and other property as required for the Consultant to perform services.
 - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

- g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client may require.
 - h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or non-conformance in any aspect of the Project.
- 3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount not to exceed 4.6 percent of billed labor to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
 - b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

- b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d) If the Consultant initiates legal proceedings to collect payments for services, it may recover, in addition to all amounts due and payable, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings, including the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.
- 6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall to the extent allowable by law indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services and it is agreed that Consultant is not a fiduciary with respect to the Client.
- 11) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE

COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THE IPO OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

- 12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained
- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

- 15) Dispute Resolution. Upon agreement of the Parties claims arising out of this Agreement may be submitted to mediation. Any civil action must be commenced pursuant to the limitations described under Texas Civil Practice and Remedies Code § 16.008. Venue for any dispute arising out of this Agreement shall be Denton County, Texas.
- 16) Construction Phase Services.
- a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant for any construction connected thereto.
 - b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement or the IPO. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.
- 17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

- 18) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client or the Consultant shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of either party. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, they shall inform the Client in writing and the Consultant will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CITY OF SANGER, TEXAS

A municipality

SIGNED: PRINTED NAME: John NoblettTITLE: City ManagerDATE: 2-9-22

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: PRINTED NAME: Scott R. ArnoldTITLE: Vice PresidentDATE: January 26, 2022



CITY COUNCIL COMMUNICATION

DATE: April 3, 2023

FROM: Casey Welborn, Assistant Fire Chief

AGENDA ITEM: Consideration and possible action on Interlocal Cooperation Agreement for shared Governance Communications and Dispatch Services System with the Denton County Sheriff's Office.

SUMMARY:

- Interlocal Agreement Renewal
- County Services and Responsibilities
- Agency Responsibilities
- Revised Cost

FISCAL INFORMATION:

Budgeted: Yes Amount: \$80,820.00 GL Account: 20-5460 / 24-5460

Fire Department Annual Cost: \$25,086.00

Police Department Annual Cost: \$55,431.00

Total Cost: \$80,820.00

RECOMMENDED MOTION OR ACTION:

Staff recommends approval

ATTACHMENTS:

Interlocal Cooperation Agreement

STATE OF TEXAS §
 §
 COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
 SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: City of Sanger Fire & Police Departments

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2023** and ending on **September 30, 2024**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit "B"***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit "A"*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	City of Sanger Fire and Police Departments
Contact Person	Finance Department
Address	P. O. Box 1729
City, State, Zip	Sanger, TX 76266
Telephone	940-458-7930
Email	finance@sangertexas.org

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

 Andy Eads, County Judge
 Denton County Commissioners Court
 1 Courthouse Drive, Ste 3100
 Denton, Texas 76208
 (940)349-2820

 Thomas E. Muir, Mayor

 City of Sanger

 P. O. Box 1729

 Sanger, TX 76266

 940-458-7930

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

 Denton County Sheriff's Office

 Fire Chief David Pennington

 Police Chief Waylan Rhodes

Approved as to form:

Approved as to form:

 Assistant District Attorney
 Counsel to the Sheriff

 Attorney for Agency

2023-24 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet/Invoice

Agency:	City of Sanger Fire & Police
Payment Contact Person:	Chief Waylan Rhodes, Chief Pennington and/or Finance Department
Phone Number:	940-458-7930
Email(s):	w.rhodes@sangertexas.org dpennington@sangertexas.org cprice@sangertexas.org or finance@sangertexas.org
Address:	P. O. Box 1729
City, State, Zip	Sanger, TX 76266
	\$ 25,389.00 Fire
	\$ 55,431.00 Police
AGENCY TOTAL AMOUNT DUE	\$ 80,820.00 Total

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

Payment Plan Options

Agency MUST
Select One
Payment Option

1		One Annual Payment (100%)
2		Two Payments (50%)
3		Four Payments (25%)
4		Twelve Monthly Payments
5		Other Payment Option

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2023-2024

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Sanger Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: _____

Signature: _____

By: **Waylan Rhodes**

Title: **Chief of Police**

Date: _____



CITY COUNCIL COMMUNICATION

DATE: May 1, 2023

FROM: Ramie Hammonds, Development Service Director

AGENDA ITEM: Conduct a public hearing on a request to amend to the Planned Development known as Sanger Preserve being approximately 12.01 acres of land, described as A1241A TIERWESTER, TR 264 AND TR 265 generally located on the southeast corner of 5th Street and Cowling Road.

SUMMARY:

- The applicant is proposing to amend the PD known as Sanger Preserve and adopted by Ordinance No. 10-28-22.
- The purpose of the amendment is to achieve improvements that will benefit the entire project. The changes are listed below:
 - Under Business District (B-2) the exact number of parking spaces has been removed and is stated to meet or exceed the required minimum parking of one (1) space for every 250 sf of retail space.
 - The square footage of the commercial buildings has been changed from the exact number of 36,000 sf to a minimum of 31,000 sf and a maximum of 36,000 sf.
 - Under Multi-family (MF-2) the exact number of parking spaces has been removed and stated that parking will meet or exceed the required parking per the Sanger Code of Ordinances Section 19.4 of the MF-2 Multifamily Residential District 2 specifications.
 - The number of two-story buildings has changed from the exact number of four (4) to a minimum of three (3) and a maximum of five (5) two-story buildings. The number of three (3) story buildings has changed from the exact number of three (3) to a minimum of three (3) and a maximum of five (5) three-story buildings along the property line currently abutting agricultural land.
 - Under Parking the exact number of parking spaces has been removed and stated that parking will meet or exceed the required minimum spaces.
 - On exhibit C parking has been moved to the front of the two-story units and parking has been added to the rear of the commercial buildings.
 - On exhibit C the Unit Tabulation chart has changed and the number of units has increased from 170 to 198.
- The architect has been changed so the building design has changed.
- Staff mailed out 70 public hearing notices to owners of properties within 200 feet of the subject property and at the time of this report had received no responses.
- Planning & Zoning recommended APPROVAL.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

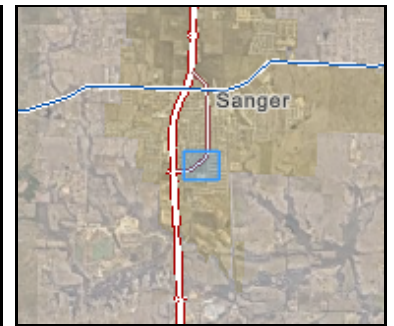
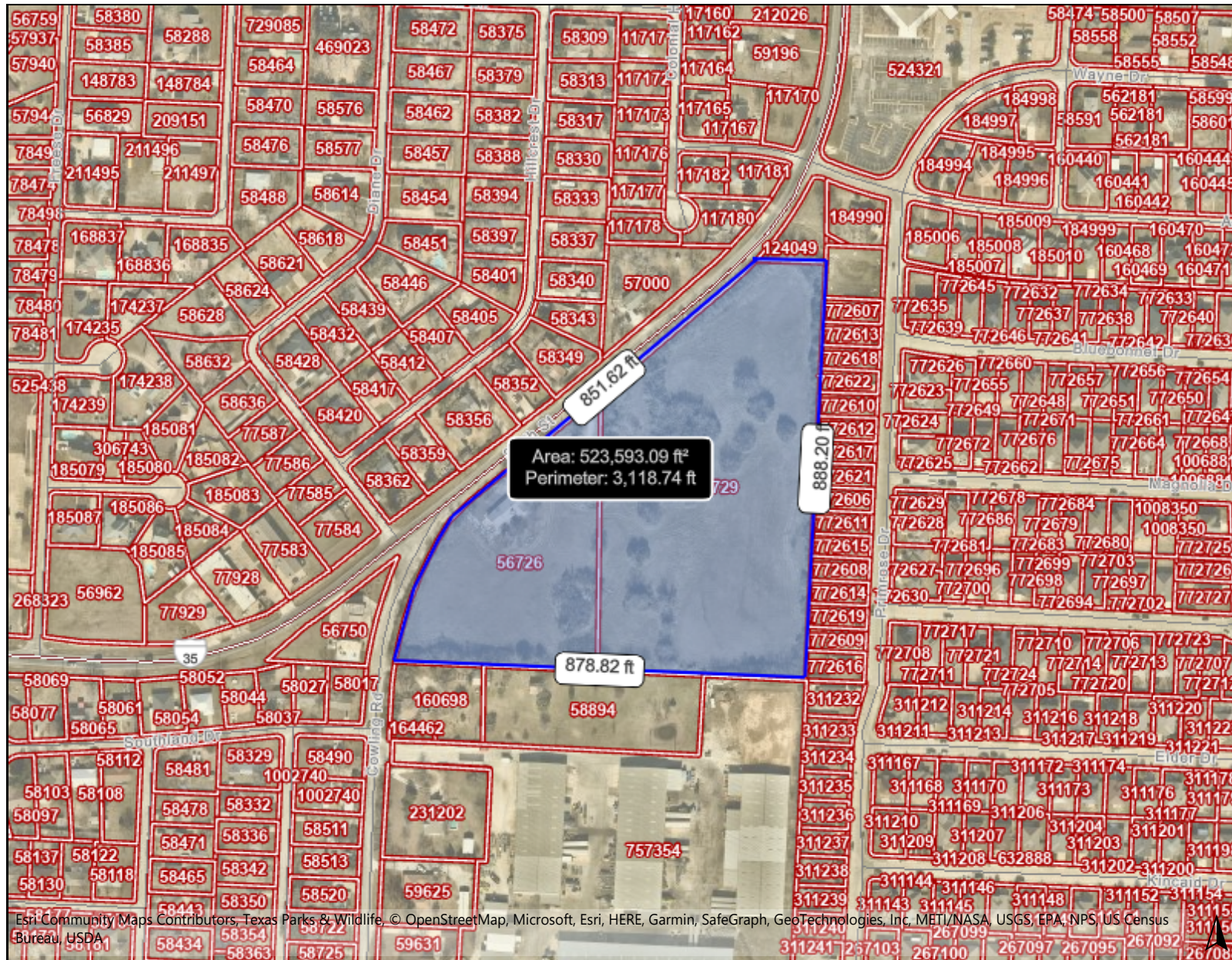
N/A.

ATTACHMENTS:

Location Map

Denton County Landmark Map

Item 6.



Legend

- 911 Addresses
- Development Permits
- Parcels
- Floodplain**
 - Cross Section Location
 - Base Flood Elevation
 - FEMA Floodway
 - Flood Grid
 - FEMA 100yr Flood Zone A
 - FEMA 100yr Flood Zone AE
 - FEMA 500yr Flood Zone
 - Levee Protected

Notes

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Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.



CITY COUNCIL COMMUNICATION

DATE: May 1, 2023

FROM: Ramie Hammonds, Development Service Director

AGENDA ITEM: Consideration and possible action on Ordinance No. 05-08-23 amending Ordinance No. 10-28-22 for the Planned Development known as Sanger Preserve being approximately 12.01 acres of land, described as A1241A TIERWESTER, TR 264 AND TR 265 generally located on the southeast corner of 5th Street and Cowling Road.

SUMMARY:

- The applicant is proposing to amend the PD known as Sanger Preserve and adopted by Ordinance No. 10-28-22.
- The purpose of the amendment is to achieve improvements that will benefit the entire project. The changes are listed below:
 - Under Business District (B-2) the exact number of parking spaces has been removed and is stated to meet or exceed the required minimum parking of one (1) space for every 250 sf of retail space.
 - The square footage of the commercial buildings has been changed from the exact number of 36,000 sf to a minimum of 31,000 sf and a maximum of 36,000 sf.
 - Under Multi-family (MF-2) the exact number of parking spaces has been removed and stated that parking will meet or exceed the required parking per the Sanger Code of Ordinances Section 19.4 of the MF-2 Multifamily Residential District 2 specifications.
 - The number of two-story buildings has changed from the exact number of four (4) to a minimum of three (3) and a maximum of five (5) two-story buildings. The number of three (3) story buildings has changed from the exact number of three (3) to a minimum of three (3) and a maximum of five (5) three-story buildings along the property line currently abutting agricultural land.
 - Under Parking the exact number of parking spaces has been removed and stated that parking will meet or exceed the required minimum spaces.
 - On exhibit C parking has been moved to the front of the two-story units and parking has been added to the rear of the commercial buildings.
 - On exhibit C the Unit Tabulation chart has changed and the number of units has increased from 170 to 198.
- The architect has been changed so the building design has changed.
- Staff mailed out 70 public hearing notices to owners of properties within 200 feet of the subject property and at the time of this report had received no responses.
- Planning & Zoning recommended APPROVAL.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Location Map

Ordinance No. 05-08-23

Ord No. 05-08-23 - Exhibit A

Ord No. 05-08-23 - Exhibit B

Ord No. 05-08-23 - Exhibit C

Ord No. 05-08-23 - Exhibit D

Ord No. 05-08-23 - Exhibit E

Red-lined PD

Approved Rendering

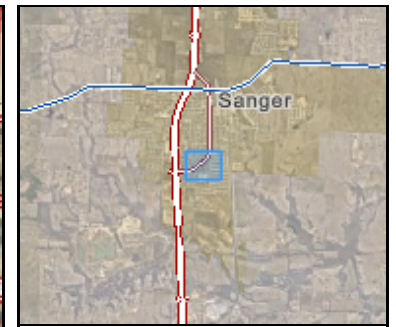
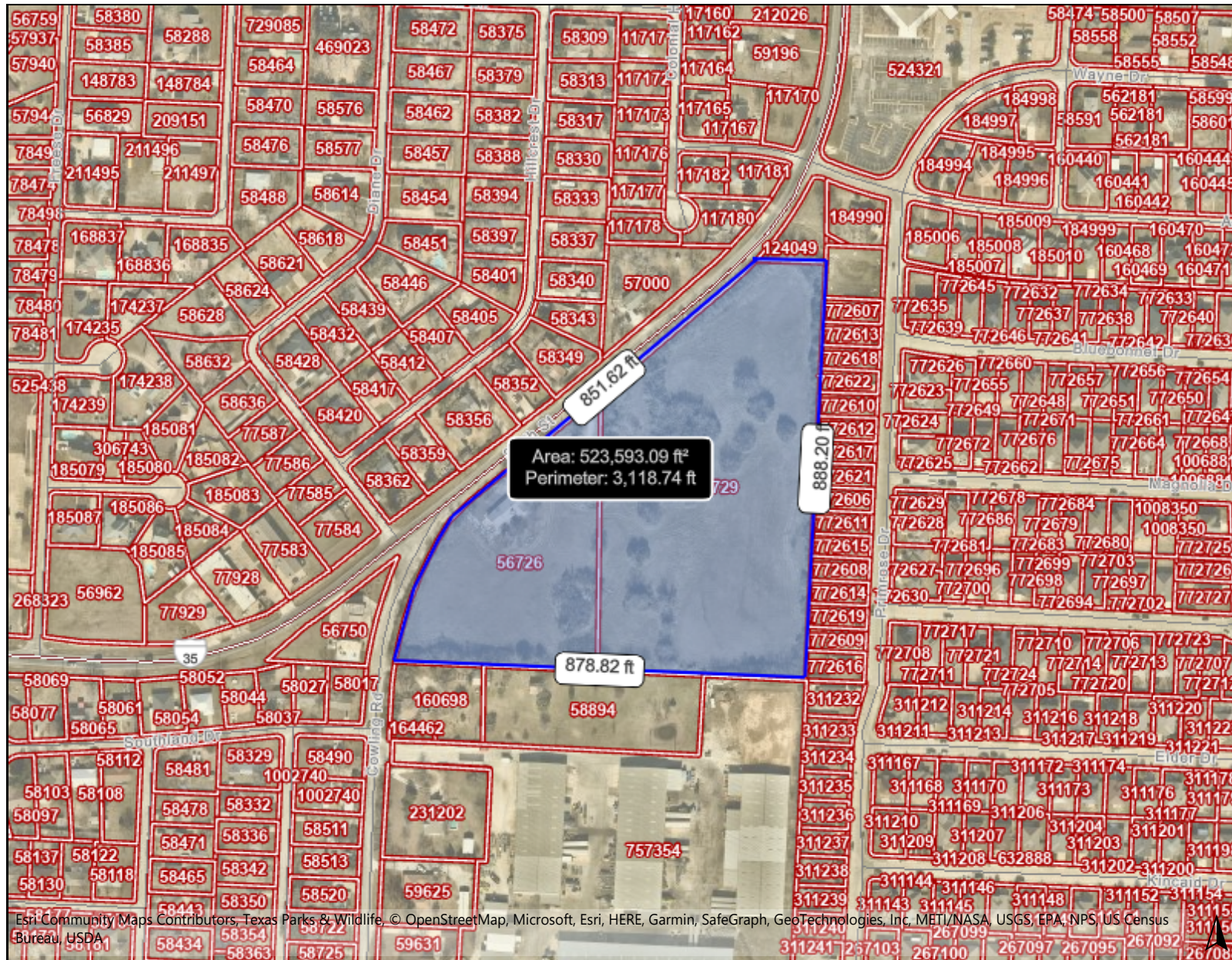
Revised Building Rendering

Application

Letter of Intent

Denton County Landmark Map

Item 7.



Legend

- 911 Addresses
- Development Permits
- Parcels
- Floodplain**
 - Cross Section Location
 - Base Flood Elevation
 - FEMA Floodway
 - Flood Grid
 - FEMA 100yr Flood Zone A
 - FEMA 100yr Flood Zone AE
 - FEMA 500yr Flood Zone
 - Levee Protected

Notes

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CITY OF SANGER, TEXAS

ORDINANCE 05-08-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, REGARDING AMENDING THE OFFICIAL ZONING MAP FOR PLANNED DEVELOPMENT ORDINANCE NO. 10-28-22 FOR APPROXIMATELY 12.01ACRES OF LAND DESCRIBED AS A1241A TIERWESTER, TR 264 AND 265; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger (the “City”) is a home rule municipality regulated by state law and Charter; and

WHEREAS, the City Council finds it necessary for the public health, safety, and welfare that development occur in a controlled and orderly manner; and

WHEREAS, the Planning and Zoning Commission on April 10, 2023, duly covered and conducted public hearing for the purpose of assessing a request for an amendment to the Zoning Map, for Ordinance 10-28-22, recommending approval for the hereinafter described property; and

WHEREAS, all requests for amendment to the Zoning Map were duly filed with the City of Sanger, Texas, concerning the hereinafter described property; and

WHEREAS, the following provision of proper legal notice requirements, including written notice to owners within 200 feet of the subject property, were made in the time and manner prescribed by law; and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS:

SECTION 1. That an amendment to the Zoning Map for Ordinance No. 05-08-23 is hereby granted for the property generally located on the south east corner of 5th Street and Cowling Road and described in **Exhibit A-E**.

SECTION 2. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 4. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

SECTION 5. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 1st day of May, 2023.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

Prepared for the City of Sanger (the “City”)

PURPOSE STATEMENT:

To establish a quality master planned multi-phase and multiple product residential and commercial community for the property described by metes and bounds on **Exhibit “B”** (the “Property”) of this Planned Development Ordinance (“PD”). Development and use of the Property shall comply with the Sanger Zoning Ordinance adopted as of August 3, 1987, and subsequent amended (the “Zoning Ordinance”) and this PD ordinance. In the event of a conflict between the Zoning Ordinance and this PD ordinance, this PD ordinance shall control. If the PD is silent in a particular area, the City of Sanger Code of Ordinances shall apply.

References to City of Sanger Exterior Façade Design Criteria Manual (“Design Criteria”) shall mean such manual as adopted on October 7, 2019.

PROPOSED USES:

Business District (B-2)

Approximately 3.53 +/- acres are proposed as local business and retail space which open space of approximately 1.16 acres, including outdoor seating for patrons. Will meet or exceed the required minimum parking spaces assuming one (1) space / 250 sf of retail space, actual will be directly correlated to the actual square footage of the commercial buildings.

Business designated areas shall consist of four (4) individual buildings of a minimum of 30,000 and a maximum of 36,000 square feet.

Zoning Ordinance set-back for the side and rear yards have a five (5') foot set-back. See additional information below under Business District.

Multi-family (MF-2)

Approximately 8.48 +/- acres are proposed as multifamily which includes open space of approximately 2.69 acres. Will meet or exceed the required minimum parking spaces per **Section 19.4** of the ‘MF-2’ Multifamily Residential District -2 specifications, which is comprised of open-air parking, carport parking and garage parking.

Multifamily shall consist of a clubhouse and seven (7) to nine (9) residential buildings, which will consist of:

- A minimum of three (3) and a maximum of four (4) two-story buildings which back to single-family residential.
- A minimum of three (3) and a maximum of 5 three-story buildings in the center of the property and along the property line currently abutting agricultural land.

Zoning Ordinance set-back along the East wall backing to the Willowwood Addition of twenty feet (20').

PARKING

The parking of both the Business District and Multi-family are necessary for a combined design. Parking spaces may be available to both business patrons and multi-family residents. A minimum number of spaces will be designated as 'Reserved' for each of the multi-family units. B-2 patrons may park to the rear of the business entrances, and MF-2 parking may be visible from the public streets. There will be landscaping in areas as shown on the Site Plan ('**Exhibit C**') and further per the City approved landscape plans, however, all off-street parking will not be completely screened due to off-street parking serving both B-2 and MF-2.

Total Property Acreage = +/- 12.01. Total Parking will meet or exceed the required minimum spaces.

COMMUNITY FEATURES:

The hardscape within the community shall include entry monuments, screening walls of brick, stone and/or concrete masonry backing to residential spaces; brick, stone, concrete, and or black metal backing to public or commercial spaces; and community signage constructed of brick, stone and/or decorative metal. Height and installation of fencing will meet or exceed the Design Criteria (Section 2.2(i)) a minimum of 6 feet tall. See **Exhibit D** for community amenities.

Satellite Dishes will be prohibited on the individual units.

Trash compactors and dumpsters will be fenced or walled from view with gates and will be accented with landscape. The enclosures will be CMU blocks with steel / metal gates.

A property owners association ("POA") shall be established to own and maintain the private open spaces, common areas, landscape improvements, perimeter masonry and/or steel fencing, entry monuments and signage. The POA shall maintain common area parking lots. Sidewalks shall be constructed within a pedestrian access easement and owned and maintained by the POA. The sidewalks running parallel to South 5th Street in front of the commercial buildings shall be five foot (5') wide.

DESIGN ELEMENTS

MULTIFAMILY:

Residential dwellings will meet the Design Criteria. This includes the minimum of four (4) amenities for the common areas available to residents. Such amenities are detailed on **Exhibit D** for both the units and community.

No building shall exceed a maximum height of forty-five feet (45'). The building height of the two-story residential units along the eastern edge of the property with a shared property line with Willowwood Addition, shall not exceed twenty-five feet (25') and shall have a set-back of twenty feet (20') from the fence / property line.

BUSINESS DISTRICT:

The maximum height of the Business District-2 ("B-2") will be maximum 40'.

The front set-back will be per current zoning ordinance, however, with five foot ("5") rear and side setbacks. The side and rear of the commercial buildings do not abut directly to other buildings, each building has parking separating it from other buildings on and off the property.

Any mechanical equipment including roof top equipment shall be screened from residential areas either by fencing, landscaping or rooftop screening as applicable.

MULTIFAMILY, TOWNHOME AND NON-RESIDENTIAL USES LANDSCAPE REQUIREMENTS:

All landscape requirements shall comply with Sections 48.4 and 48.5, Landscape Regulations of the Zoning Ordinance. There will be sidewalks as required parallel to the commercial spaces fronting South 5th Street. There will be landscape screening of utilities.

~ END ~

**DESCRIPTION FOR PROPOSED ZONING CHANGE OF
12.015 ACRES OF LAND**

BEING that certain tract of land situated in the H. Tierwester Survey, Abstract Number 1241, City of Sanger, Denton County, Texas, being all that certain tract of land described by deed to James Holt and Pamela Holt, recorded in Instrument Number 2012-98755, County Records, Denton County, Texas (C.R.D.C.T.), and being more particularly described by metes and bounds as follows:

BEGINNING at the southwest corner of herein described tract, being in the east right-of-way line of Cowling Road (60-foot right-of-way), same being the northwest corner of that certain tract of land described by deed to Glen Edwin Giese and wife, Helen Jean Giese, recorded in Volume 2769, Page 367, C.R.D.C.T., same also being the beginning of a curve to the right;

THENCE with said east right-of-way line and said curve to the right, an arc distance of 197.80 feet, through a central angle of $19^{\circ}14'10''$, having a radius of 589.15 feet, the long chord of which bears $N 17^{\circ}44'04''E$, 196.87 feet, to the beginning of a curve to the right;

THENCE with said curve to the right, continuing with said east right-of-way line, an arc distance of 302.53 feet, through a central angle of $24^{\circ}53'54''$, having a radius of 696.19 feet, the long chord of which bears $N 39^{\circ}48'06''E$, 300.16 feet, to the southeast right-of-way line of 5th Street (60 foot right-of-way);

THENCE $N 52^{\circ}15'03''E$, continuing with said southeast right-of-way line, 450.15 feet to the beginning of a curve to the left;

THENCE with said curve to the left, continuing with said southeast right-of-way line, an arc distance of 261.96 feet, through a central angle of $10^{\circ}50'46''$, having a radius of 1383.83 feet, the long chord of which bears $N 46^{\circ}49'32''E$, 261.57 feet, to the northwest corner of herein described tract, same being the southwest corner of that certain tract of land described by deed to Sable Development Corporation, recorded in Instrument Number 1996-20534, C.R.D.C.T.;

THENCE $S 87^{\circ}13'05''E$, with the south line of said Sable Development Corporation tract, 124.31 feet to the northeast corner of herein described tract, same being the southeast corner of said Sable Development Corporation tract, same also being in the west line of Lot CA-1, Block E, Willowood Addition, an addition to the City of Sanger, Denton County, Texas, according to the plat thereof recorded in Instrument Number 2019-482, Plat Records, Denton County, Texas (P.R.D.C.T.);

THENCE $S 00^{\circ}49'32''W$, with said west line, 20.49 feet;

THENCE $S 02^{\circ}48'39''W$, continuing with the west line of said Willowood Addition, 890.01 feet to the southeast corner of herein described tract, same being the northeast corner of Lot 1R, Block A, Ashley Waters Addition, an addition to the City of Sanger, Denton County, Texas, according to the plat thereof recorded in Instrument Number 2019-264, P.R.D.C.T., same also being the northwest corner of Quail Run Phase 3, an addition to the City of Sanger, Denton

County, Texas, according to the plat thereof recorded in Cabinet X, Page 485 (Instrument Number 2007-7604), P.R.D.C.T.;

THENCE N 87°12'48"W, 880.06 feet, to the **POINT OF BEGINNING** and containing 523,362 square feet or 12.015 acres of land more or less.

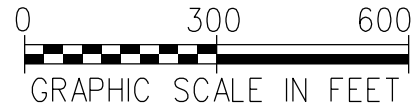
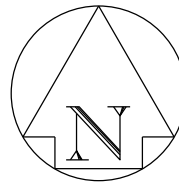
"Integral Parts of this Document"

1. Description – 2 Pages
2. Exhibit

"This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

"This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Item 7.



H. TIERWESTER SURVEY
ABSTRACT* 1241

ZONED "SF-10"
(SINGLE FAMILY)

"Integral Parts of this Document"

1. Description - 2 Pages
2. Exhibit

ZONED "B-1"
(BUSINESS)

ZONED "A"
(AGRICULTURAL)

JAMES HOLT and
PAMELA HOLT
Inst.# 2012-98755
C.R.D.C.T.
12.015 Acres

Approx. Survey Line

GLEN EDWIN GIESE, et ux.
VOL. 2769, PG. 367
C.R.D.C.T.

HELEN GIESE
Inst.# 2012-8368
C.R.D.C.T.

ZONED "I-1"
(INDUSTRIAL)

LOT 1R
ASHLEY WATERS ADDITION
INST. #2019-264
P.R.D.C.T.

SABLE DEVELOPMENT
CORPORATION
INST. #1996-20534
C.R.D.C.T.

CA-1
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
WILLOWOOD ADDITION
INST. #2019-482
P.R.D.C.T.

ZONED "SF-10"
(SINGLE FAMILY)

QUAIL RUN
PHASE 3
CAB. X, PG. 485
INST. #2007-7604
P.R.D.C.T.

M. BURLESON SURVEY
ABSTRACT* 71

Approx. Survey Line
COWLING DRIVE

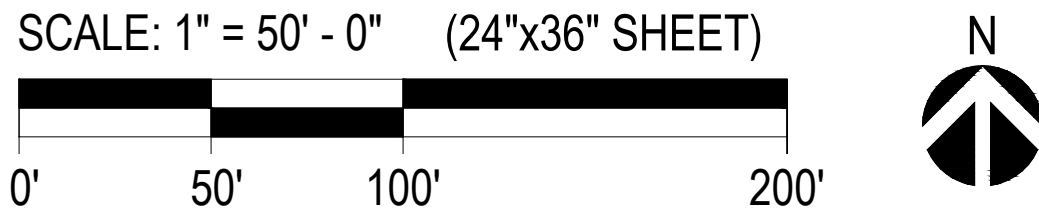
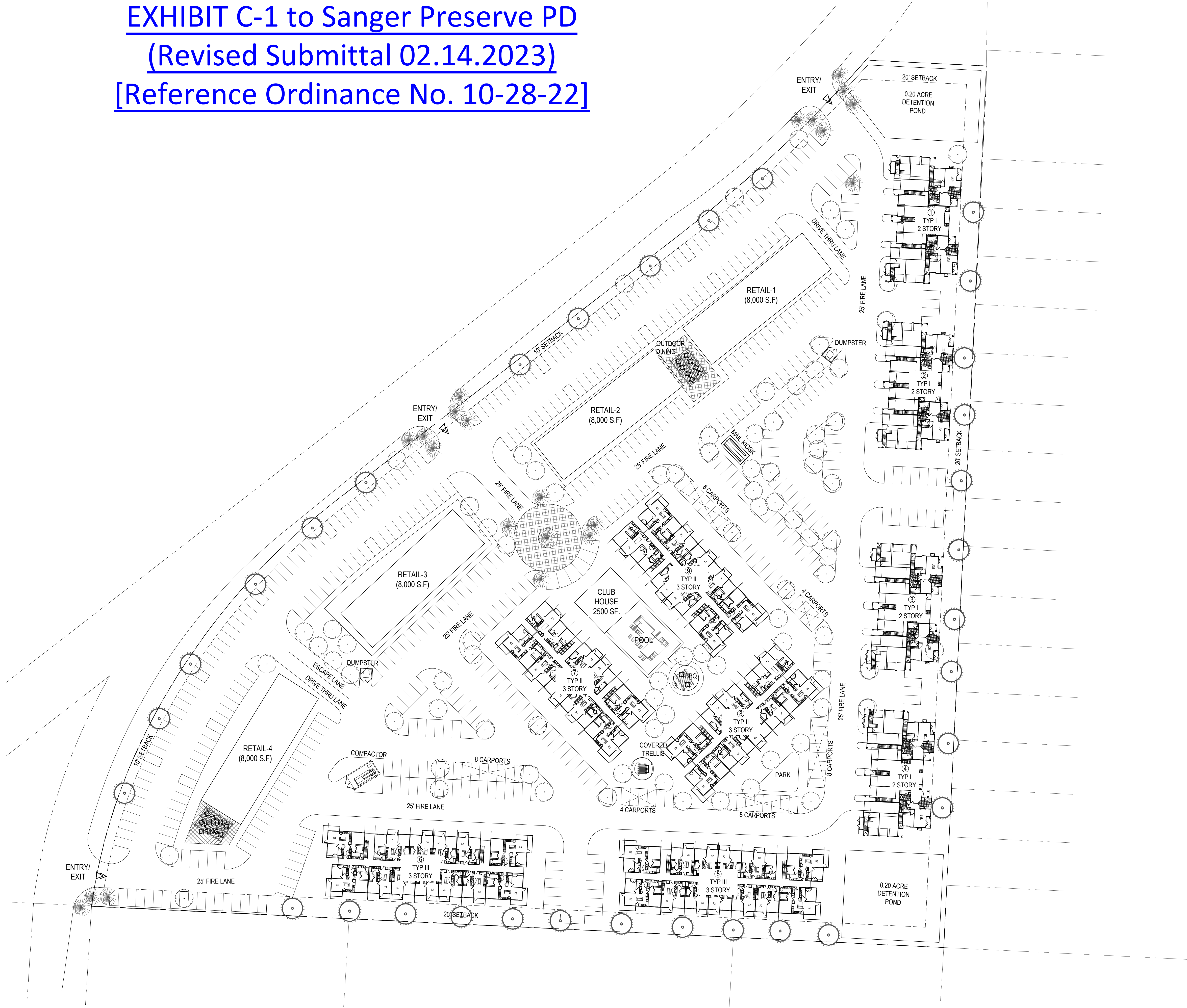
MCKINNEY & WILLIAMS SURVEY
ABSTRACT* 940

EXHIBIT FOR PROPOSED ZONING OF

12.015 Acres of Land

SITUATED IN THE HENRY TIERWESTER SURVEY, ABSTRACT NUMBER 1241,
CITY OF SANGER, DENTON COUNTY, TEXAS

EXHIBIT C-1 to Sanger Preserve PD
(Revised Submittal 02.14.2023)
[Reference Ordinance No. 10-28-22]



S. FIFTH AND COWLING						2021100
UNIT TABULATION - 2 STORY BIG HOUSE & 3 STORY BREEZEWAY						1/31/23
UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% BREAKDOWN
A1L-BH	1br/1ba	639	4	2%	2,556	50%
A2-BW	1br/1ba	705	84	42%	59,220	
A1U-BH	1br/1ba	750	4	2%	3,000	
A2U-BH	1br/1ba	787	8	4%	6,296	
B1-BW	2br/2ba	994	15	8%	14,910	41%
B1U-BH	2br/2ba	989	8	4%	7,912	
B2L-BH	2br/2ba	1,056	4	2%	4,224	
B2U-BH	2br/2ba	1,145	4	2%	4,580	
B2-BW	2br/2ba	1,075	51	26%	54,825	9%
C1L-BH	3br/2ba	1,250	4	2%	5,000	
C1-BW	3br/2ba	1,250	9	5%	11,250	
C1U-BH	3br/2ba	1,250	4	2%	5,000	100%
TOTALS			199	100%	178,773	
UNIT AVERAGE NET SF :						898
* NET AREA IS COMPUTED TO INCLUDE SQUARE FOOTAGE FROM EXTERIOR FACE OF ALL EXTERIOR FRAME WALLS THAT ENCLOSE A/C SPACE. IT DOES NOT INCLUDE PATIOS, BALCONIES, PATIO/BALCONY STORAGE.						
PROJECT DATA						
UNIT AVERAGE NET SF :						898 S.F.
ACREAGE:						12.01 GROSS ACRES
DENSITY:						16.6 UNITS/ACRE
RETAIL AREA						32,000 S.F.
PARKING:						
REQUIRED						128 RETAIL SPACES @ 1/250 S.F. 328 RESIDENTIAL SPACES 456 TOTAL SPACES REQUIRED
PROVIDED						191 RETAIL SPACES 36 GARAGE SPACES 16 TANDEM SPACES 356 OPEN SURFACE SPACES 599 TOTAL SPACES PROVIDED

RESIDENTIAL PROPERTY AMENITIES:

- ☐ CLUBHOUSE
- ☐ YOGA / EXERCISE ROOM
- ☐ RESORT-STYLE POOL WITH TANNING LEDGE
- ☐ COMMUNITY BBQ AREAS WITH GRILLS
- ☐ COFFEE BAR / WI-FI CAFÉ
- ☐ WIRED FOR HIGH-SPEED INTERNET
- ☐ KITCHEN / SERVING AREA FOR PRIVATE RESIDENT FUNCTIONS IN CLUBHOUSE
- ☐ DOG PARK
- ☐ TRASH COMPACTOR (SINGLE LOCATION)
- ☐ PACKAGE LOCKERS

ADDITIONAL POTENTIAL RESIDENTIAL
PROPERTY AMENITIES:

- ☐ DOG WASH STATION

UNIT AMENITIES:

- ☐ WOOD-LOOK LVT PLANK FLOORING
- ☐ TECH PACKAGE: DIGITAL WI-FI CONTROLLED THERMOSTAT, ELECTRONIC LOCKS, USB PORTS
- ☐ ENERGY EFFICIENT PACKAGE: DOUBLE-PANE WINDOWS, ENERGY STAR APPLIANCES, LED LIGHTS, LOW VOC PAINT
- ☐ SOLID SURFACE COUNTERTOPS
- ☐ STAINLESS STEEL KITCHEN APPLIANCES
- ☐ INCLUDES MICROWAVE
- ☐ WASHER / DRYER HOOK-UPS
- ☐ OVERSIZED WALK-IN SHOWERS *
- ☐ 2" WOOD LOOK BLINDS
- ☐ CEILING FANS
- ☐ 9' CEILINGS
- ☐ PRIVATE 'PUPPY' YARDS*
- ☐ COVERED / GARAGE PARKING *

ADDITIONAL POTENTIAL UNIT AMENITIES:

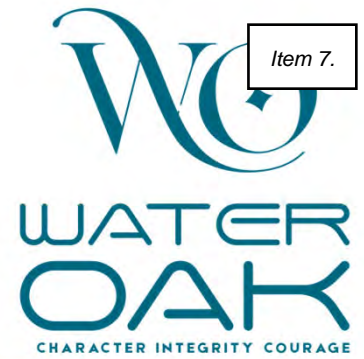
- ☐ KITCHEN PANTRIES *
- ☐ KITCHEN ISLANDS *
- ☐ WASHER / DRYER INCLUDED
- ☐ VALET TRASH PICK-UP

*Some Unit Amenities available for specific Units only.



SANGER
PRESERVE

EXHIBIT E to Sanger Preserve PD
[Reference Ordinance No. 10-28-22]



AUGUST 2022 - UPDATED FEBRUARY 2023
DESIGN FEATURES & COMMUNITY FEATURES



SANGER
PRESERVE

Item 7.

*AN EXPERIENCED TEAM
ASSEMBLED FOR
MULTIFAMILY DEVELOPMENT*



WATER OAK LLC
OWNER / OPERATOR
PAMELA K. & JAMES HOLT



EJT VENTURES LLC, DALLAS, TEXAS
CONSULTANT - DEVELOPMENT
MARIE C. FREEMAN



CAF MANAGEMENT, FRISCO, TX
PROPERTY MANAGEMENT
TRENT WOODS & BROOKE HENDRY

HUMPHREYS & PARTNERS ARCHITECTS

HUMPHREYS & PARTNERS ARCHITECTS
ARCHITECT
MICHAEL SMITH, & MADISON KRUK



PELTON LAND SOLUTIONS
CIVIL ENGINEERING
RICHARD PAYNE & BRAD SICARD



PROJECT OVERVIEW

Item 7.

- ❑ THE SANGER PRESERVE | S. FIFTH AND COWLING, SANGER, TEXAS
- ❑ 170-UNITS MULTIFAMILY, WALK-UP COMMUNITY, TOTALING +/- 160K SF AND 3,000-3,3500 SF CLUBHOUSE, DESIGNED WITH RESIDENT AMENITIES ON APPROX. 12 ACRES. RESIDENTIAL AVG / ACRE: 20
 - FIVE 2-STORY RESIDENTIAL BLDGS | FOUR 3-STORY RESIDENTIAL BLDGS
- ❑ FOUR RETAIL BLDGS FOR A TOTAL OF UP TO 36,000 SF, INCLUDING OUTDOOR GATHERING SPACES
- ❑ RESIDENTS WILL ENJOY AMENITIES EXPECTED IN A NEW MULTIFAMILY COMMUNITY WHICH ARE NOT CURRENTLY AVAILABLE IN THE MARKET, INCLUDING: STAINLESS APPLIANCES, SOLID SURFACE COUNTERTOPS, RESORT STYLE POOL, 9 FT CEILINGS, WOOD-LOOK PLANK FLOORING & ENERGY EFFICIENCIES.

FLOOR PLAN	SF	UNIT MIX	% UNIT MIX
1 BED / 1 BATH	639 - 787	50	29%
2 BED / 2 BATH	925 – 1145	108	64%
3 BED / 2 BATH	1250	12	7%
TOTAL RENTABLE SF	160,523	170	100%
UNIT AVERAGE NET SF	944		
CLUBHOUSE SF (APPROX.)	3,000 – 3,500		
RETAIL SF (APPROX. MAX)	36,000		
PROJECTED AVG RENT PSF	\$1.60-1.70		
PROJECTED AVG RENT PER UNIT	\$1,580-1,685		

*ABOVE ARE ESTIMATES PENDING FINAL DESIGN & APPROVALS



- ❑ SANGER, TX, IS ONLY 15 MINUTES N. OF DENTON, TX
- ❑ THE CITY HAS A POPULATION OF JUST OVER 9,200 AS OF 2021 ESTIMATES, AN INCREASE FROM 7,000 IN 2010 (A 24% INCREASE). DENTON COUNTY HAS A POPULATION OF AN ESTIMATED 944,000. WHICH HAS GROWN BY OVER 41% SINCE 2010. [1]
- ❑ THE PROJECT IS LOCATED JUST 1.2 MILES FROM THE MAJOR I-35 FREEWAY ON I-35 BUSINESS.

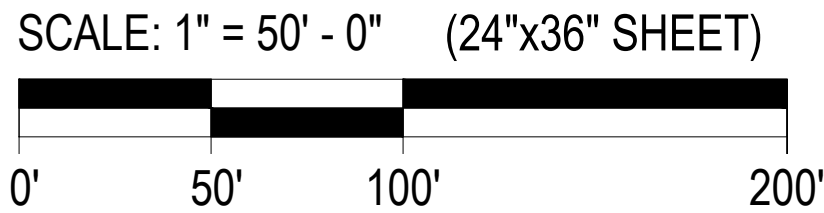


The submittal for a variance includes revising parking requirements based on Section 19 (MF-2) and 23 (B-2) of the Building Code for Multifamily & Retail Parking

CURRENT PARKING REQUIRED:	
COMMERCIAL SPACES	144
RESIDENTIAL SPACES	288
TOTAL REQUIRED	432

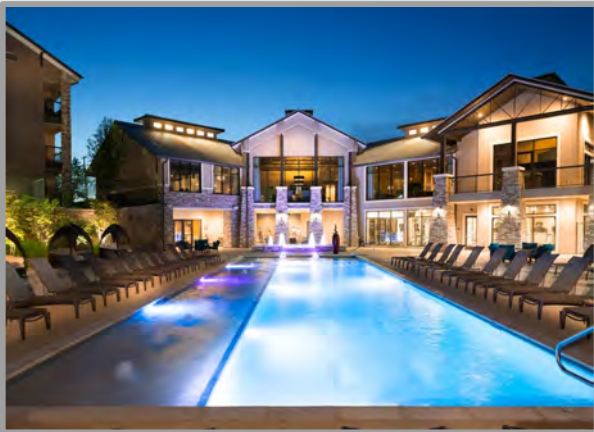
PARKING PROVIDED:	MF-2	B-2	TOTAL
OPEN SURFACE SPACES	236	184	420
RESERVED CARPORT	40	0	40
PRIVATE GARAGES	24	0	24
TOTAL PROVIDED	300	184	484

All Residential Parking will be Reserved (both unassigned & assigned)



S. FIFTH AND COWLING						2021100
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B2-BW	2br/2ba	1,075	51	26%	54,825	9%
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IDEA BOARD - CLUBHOUSE & AMENITIES



IDEA BOARD — PROPERTY EXTERIOR

Item 7.



HERMOSA VILLAGE
LEANDER, TX
HUMPHREYS ARCHITECTS



CREEKSIDE PARK THE RESIDENCES
THE WOODLANDS, TX
HUMPHREYS ARCHITECTS



IDEA BOARD – UNIT INTERIORS

Item 7.



UNIT PLANS

Typical Floor Plans will range from 700 SF to 1300 SF

Item 7.



UNIT A1
HUD NET - 718 SQ. FT.



UNIT - B1
NET - 1050 SQ. FT.



UNIT C1
NET - 1190 SQ. FT.



UNIT A1-L
757 NET S.F.



UNIT A1-U
859 NET AC. SF



UNIT A2-L
813 S.F.

SCALE 1/4" = 1'-0" (24"x36" SHEET)



ENERGY STAR FEATURES

Item 7.

BUILDING WITH THESE ELEMENTS IN MIND RESULTS IN LOWER OPERATING COSTS, ENHANCES THE QUALITY OF LIFE FOR OUR RESIDENTS, AND MAXIMIZES VALUE FOR OUR INVESTORS AND SHAREHOLDERS.

- ☐ ENERGY STAR-RATED APPLIANCES *
- ☐ LOW VOC INTERIOR PAINTS
- ☐ ENERGY EFFICIENT DOUBLE-PANE WINDOWS & PATIO/BALCONY DOORS TO MAXIMIZE NATURAL LIGHT.
- ☐ INSULATION INCLUDING CAULKING OR SPRAY FOAM AROUND LIGHT SWITCH & OUTLET
- ☐ DIGITAL WI-FI CONTROLLED THERMOSTAT
- ☐ WOOD-LOOK PLANK FLOORING – GREEN RATED
- ☐ CABINETS SOURCED FROM WITHIN 500 MILES OF THE PROPERTY
- ☐ CEILING FANS
- ☐ 2” WOOD LOOK BLINDS
- ☐ NATIVE LANDSCAPE & PLANTINGS, WATER-SENSE IRRIGATION SYSTEM WITH SEPARATE METER
- ☐ LED / CFL LIGHTING
- ☐ INDIVIDUAL ELECTRIC & WATER METERING TO PROMOTE RESIDENT CONSERVATION
- ☐ HIGH-EFFICIENCY PLUMBING FIXTURES
- ☐ PACKAGE LOCKERS SHOWN TO REDUCE THE PROPERTY CARBON FOOTPRINT

**Applies to available appliances.*

PARCEL LOCKERS

Item 7.

SECURE PACKAGE DELIVERY FOR OUR RESIDENTS

~ ~ ~ ~ ~

WITH THE EXPLOSION OF ALL-THINGS DELIVERED RIGHT TO OUR 'DOOR-STEP', WE NEED A WAY TO SECURE THE IMPORTANT DELIVERIES OF OUR RESIDENTS ... **PACKAGE LOCKERS** PROVIDE EASY TO USE, AUTOMATED LOCKERS. NO WORRIES ABOUT NOT BEING HOME TO RECEIVE A PACKAGE — THE ULTIMATE IN RESIDENT CONVENIENCE!

Smartest Lockers.

Our industry-leading technology eliminates your package problems.



Smart
Infrared scanner to detect packages in each locker



Cool
Refrigerated lockers keep groceries, pharmaceuticals and temperature sensitive items cool



Convenient
Multi-sized lockers accept most sized packages and full ADA compliance support any user



Secure
Built in 24/7 cloud based video surveillance





Advanced
Manage deliveries with the Parcel Pending mobile app



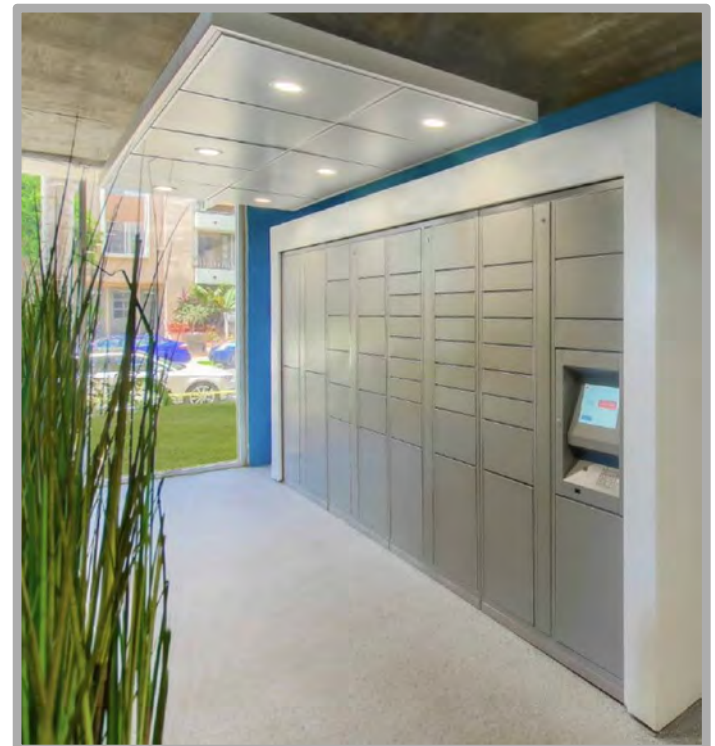
Customizable
Choice of color or custom wrap to match any aesthetic or branding



Fast
Barcode capture enables rapid package delivery

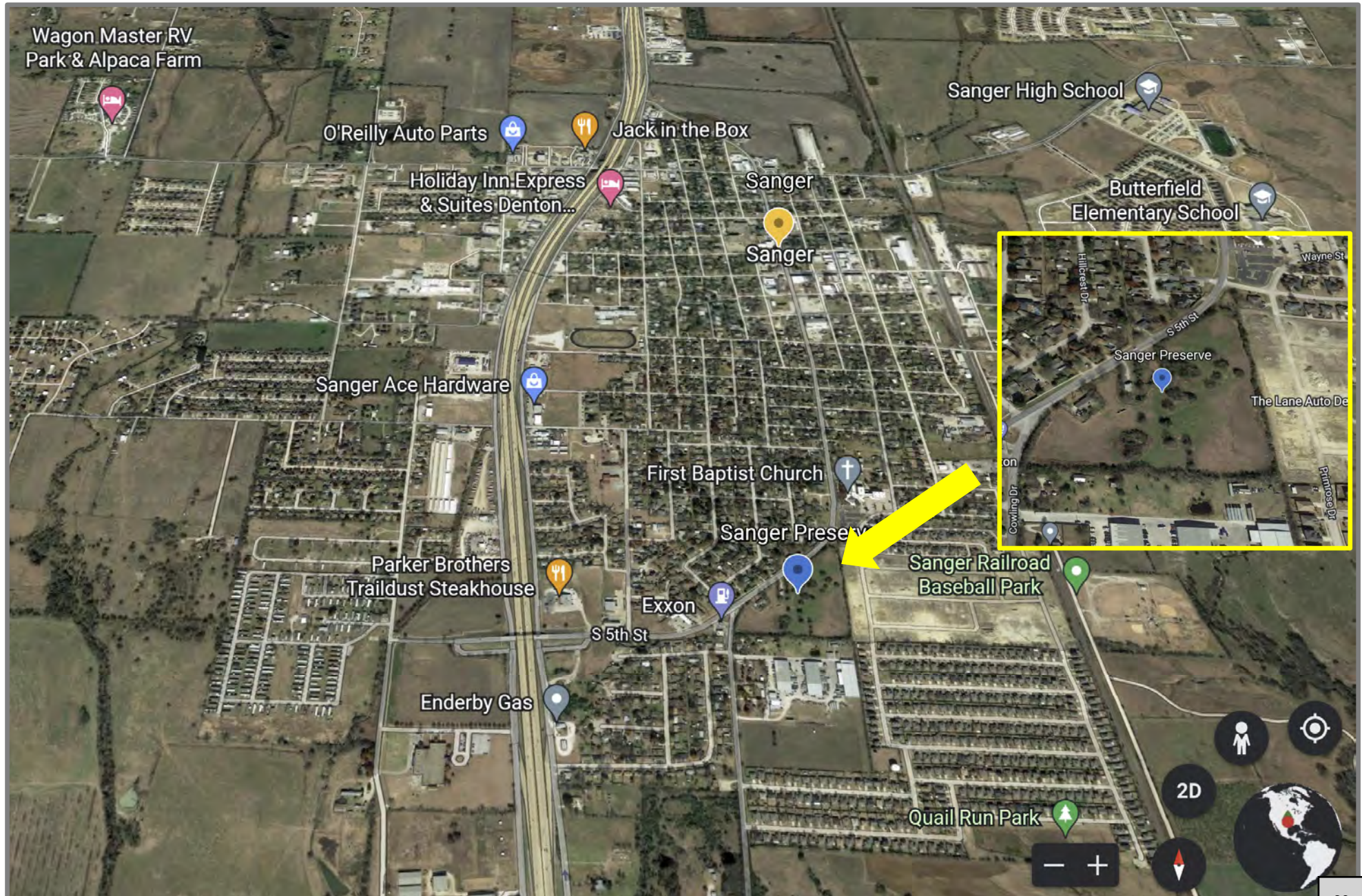


Courier Agnostic
Parcel Pending lockers accept deliveries from all couriers, ensuring 100% deliverability



LOCATION ~ S. FIFTH & COWLING, SANGER, TEXAS

Item 7.



THANK YOU FOR YOUR TIME &
CONSIDERATION!
WE LOOK FORWARD TO WORKING WITH
THE CITY OF SANGER TO BRING THIS
BEAUTIFUL COMMUNITY TO LIFE!





PROJECT OVERVIEW

Item 7.

- ❑ THE SANGER PRESERVE | S. FIFTH AND COWLING, SANGER, TEXAS
- ❑ 170-UNITS MULTIFAMILY, WALK-UP COMMUNITY, TOTALING +/- 160K SF AND 3,000-3,3500 SF CLUBHOUSE, DESIGNED WITH RESIDENT AMENITIES ON APPROX. 12 ACRES. RESIDENTIAL AVG / ACRE: 20
 - FIVE 2-STORY RESIDENTIAL BLDGS | FOUR 3-STORY RESIDENTIAL BLDGS
- ❑ FOUR RETAIL BLDGS FOR A TOTAL OF UP TO 36,000 SF, INCLUDING OUTDOOR GATHERING SPACES
- ❑ RESIDENTS WILL ENJOY AMENITIES EXPECTED IN A NEW MULTIFAMILY COMMUNITY WHICH ARE NOT CURRENTLY AVAILABLE IN THE MARKET, INCLUDING: STAINLESS APPLIANCES, SOLID SURFACE COUNTERTOPS, RESORT STYLE POOL, 9 FT CEILINGS, WOOD-LOOK PLANK FLOORING & ENERGY EFFICIENCIES.

FLOOR PLAN	SF	UNIT MIX	% UNIT MIX
1 BED / 1 BATH	639 - 787	50	29%
2 BED / 2 BATH	925 – 1145	108	64%
3 BED / 2 BATH	1250	12	7%
TOTAL RENTABLE SF	160,523	170	100%
UNIT AVERAGE NET SF	944		
CLUBHOUSE SF (APPROX.)	3,000 – 3,500		
RETAIL SF (APPROX. MAX)	36,000		
PROJECTED AVG RENT PSF	\$1.60-1.70		
PROJECTED AVG RENT PER UNIT	\$1,580-1,685		

*ABOVE ARE ESTIMATES PENDING FINAL DESIGN & APPROVALS



- ❑ SANGER, TX, IS ONLY 15 MINUTES N. OF DENTON, TX
- ❑ THE CITY HAS A POPULATION OF JUST OVER 9,200 AS OF 2021 ESTIMATES, AN INCREASE FROM 7,000 IN 2010 (A 24% INCREASE). DENTON COUNTY HAS A POPULATION OF AN ESTIMATED 944,000. WHICH HAS GROWN BY OVER 41% SINCE 2010. [1]
- ❑ THE PROJECT IS LOCATED JUST 1.2 MILES FROM THE MAJOR I-35 FREEWAY ON I-35 BUSINESS.



The submittal for a variance includes revising parking requirements based on Section 19 (MF-2) and 23 (B-2) of the Building Code for Multifamily & Retail Parking

CURRENT PARKING REQUIRED:	
COMMERCIAL SPACES	144
RESIDENTIAL SPACES	288
TOTAL REQUIRED	432

PARKING PROVIDED:	MF-2	B-2	TOTAL
OPEN SURFACE SPACES	236	184	420
RESERVED CARPORT	40	0	40
PRIVATE GARAGES	24	0	24
TOTAL PROVIDED	300	184	484

All Residential Parking will be Reserved (both unassigned & assigned)

Example Rendering from Arrive Architecture of the 2-Story Bldgs with Garages



02 CASITAS - CONCEPTUAL "GARAGE SIDE" ELEVATION



201 Bolivar Street/PO Box 1729 * Sanger, TX 76266
940-458-2059(office) www.sangertexas.org

ZONING CHANGE/SUP APPLICATION



Zoning Change



Specific Use Permit

Applicant

Owner (if different from applicant)

Name: <i>James and Pamela Holt</i>	Name:
Company: <i>Water Oak LLC</i>	Company:
Address: <i>600 East Southlake Blvd Ste 100</i>	Address:
City, State, Zip: <i>Southlake TX 76092</i>	City, State, Zip
Phone: <i>817-488-2273</i>	Phone:
Fax: <i>817-488-1953</i>	Fax:
Email: <i>pamkholt@hotmail.com</i>	Email:

Submittal Checklist

<input checked="" type="checkbox"/>	Size Plan (for Specific Use Permits Only)
<input checked="" type="checkbox"/>	Letter of Intent
<input checked="" type="checkbox"/>	Application Fee (Check Payable to City of Sanger)

I certify that I am the legal owner of the above referenced property and that to the best of my knowledge this is a true description of the property upon which I have requested the above checked action. I designate the applicant listed as my representative.

Describe the subject property (address, location, size, etc.):

001, 003, 005 South 5th Street, Sanger TX approximately 12.5 acres

Describe the proposed zoning change or Specific Use Permit (SUP):

We were previously granted B2 and MF2 in our project development. Now we are changing one of the 2 story buildings that back up to agricultural land to a 3 story building.

Owner Signature

Pamela Holt

Date

Feb 14, 23

Applicant Signature

Pamela Holt

Date

Feb 14, 23

Office Use

Fee
Date



March 31, 2023

City of Sanger | Development Services

Attn: Ramie Hammonds

RE: Sanger Preserve Zoning – 23SANZON-0008

Dear Ms. Hammonds,

Please find attached documents related to applying for an amendment to Ordinance No. 10-28-22 regarding the zoning of the land described as A1241A TIERWESTER, TR 264 AND 265, generally located on the southeast corner of 5th St and Cowling Rd, approved by City Council on October 03, 2022.

The few amendments made to the PD and related Site Plan are based on new or additional information, as well as an unanticipated change to the Architect of record for the project, the new Architect is Arrive Architecture, who has vast experience in multifamily and with HUD Green Energy specific projects. With the revisions, we also achieved improvements that we feel will be a overall benefit to the project and the community.

As with any project in the planning phase, we will have multiple approvals required before the project is underway for construction. Approvals by the City, which include multiple departments, including the Fire Marshall's review; as well, as approvals by the Lender and HUD. We have learned HUD does have an opinion and their input can impact various elements of the build. There will be 2 separate Lenders on this project, one for the Retail and one for the Multifamily, another approval. Based on this we know there will need to be room for adjustments and flexibility. The Amended PD still reflects the intent of the Developer to provide both much needed retail space and housing for the City of Sanger. The retail tenants and the residents of the multifamily areas will be neighbors, and we hopefully, have a design that will facilitate these two being 'good neighbors'.

1. The Retail Space – we had concerns regarding the placement of parking for the retail area, by adding parking to the rear of the buildings, it will allow for 'employee' specific parking.
2. Multifamily – We still have the 2-story residential buildings abutting the Willowood neighborhood, we were able to increase the number of Units by 14%.
3. Parking – With 170-Units and 484 Parking Spaces in the previous approved PD, we were able to improve the parking to 517 Parking Spaces in total, and increased Garage parking from 24 to 30.

We hope you and the City will find these revisions for flexibility acceptable. We appreciate working with you to deliver a property that serves the community well!

Respectfully,

Marie C. Freeman

Consultant

EJTJ Ventures LLC on behalf of Water Oak LLC



CITY COUNCIL COMMUNICATION

DATE: May 1, 2023

FROM: Ramie Hammonds, Development Service Director

AGENDA ITEM: Consideration and possible action on the Final Plat of Palomino Bay Addition, being 54.34 acres, located in the City of Sanger's ETJ, and generally located on the west side of Jones Road approximately 782 feet north of the intersection of FM 1190 and Jones Road.

SUMMARY:

- The applicant is proposing to create 23 single family lots and 2 open space lots.
- The lots will range in size from 2.0 acres to 2.687 acres.
- The applicant is dedicating 0.432 acres of right-of-way for Jones Road.
- The development will be a gated community.
- Each lot will have a minimum 125 feet of width at the front building line.
- The development meets the Lake Ray Roberts Zoning designation of R-2.
- The properties will have onsite septic and individual water wells. CoServ will provide the electric.
- The property is located in the City of Sanger's ETJ.
- Planning & Zoning recommended APPROVAL with the condition all comments are satisfied prior to City Council approval.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

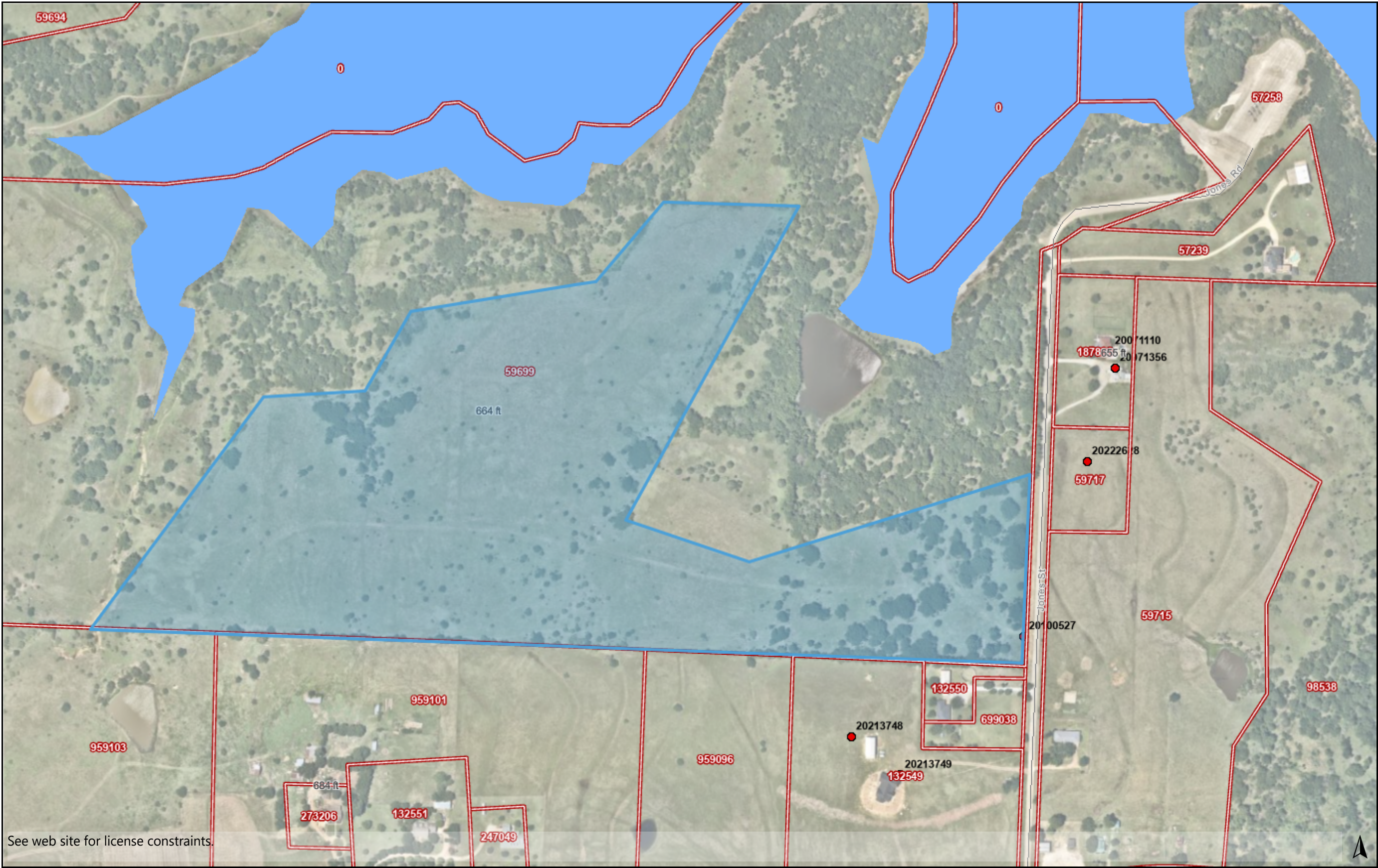
RECOMMENDED MOTION OR ACTION:

Staff recommends DENIAL based on the condition attached comments have not been satisfied.

ATTACHMENTS:

Location Map
 Final Plat
 Application
 Letter of Intent
 Planning Comments
 Engineering Comments

Denton County Landmark Map



Legend

- 911 Addresses
- Development Permits
- Parcels
- Floodplain**
 - Cross Section Location
 - Base Flood Elevation
 - FEMA Floodway
 - Flood Grid
 - FEMA 100yr Flood Zone A
 - FEMA 100yr Flood Zone AE
 - FEMA 500yr Flood Zone
 - Levee Protected

Notes

See web site for license constraints.

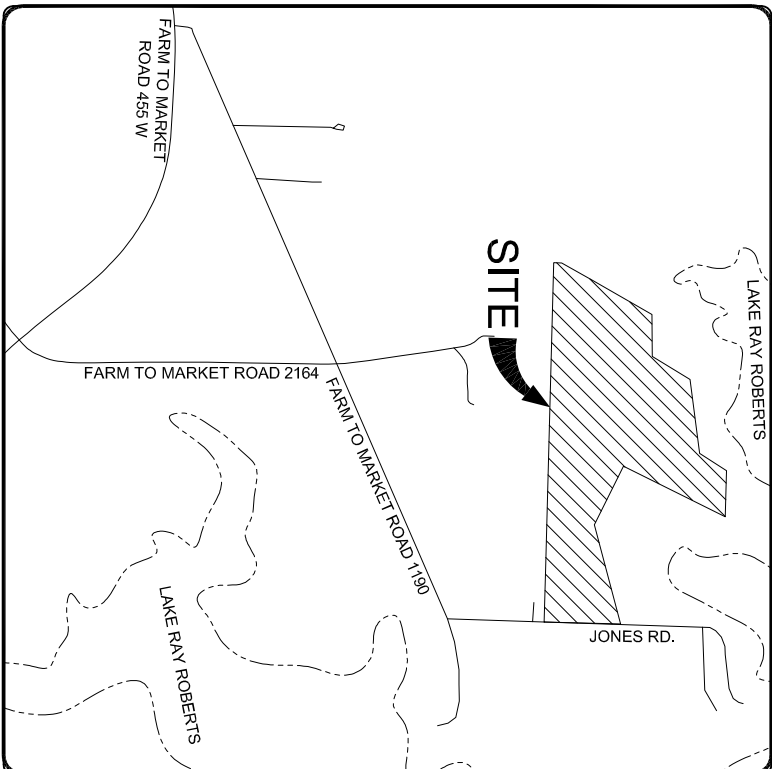


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<https://gis.dentoncounty.gov>
10/4/2022 10:22:36 PM

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

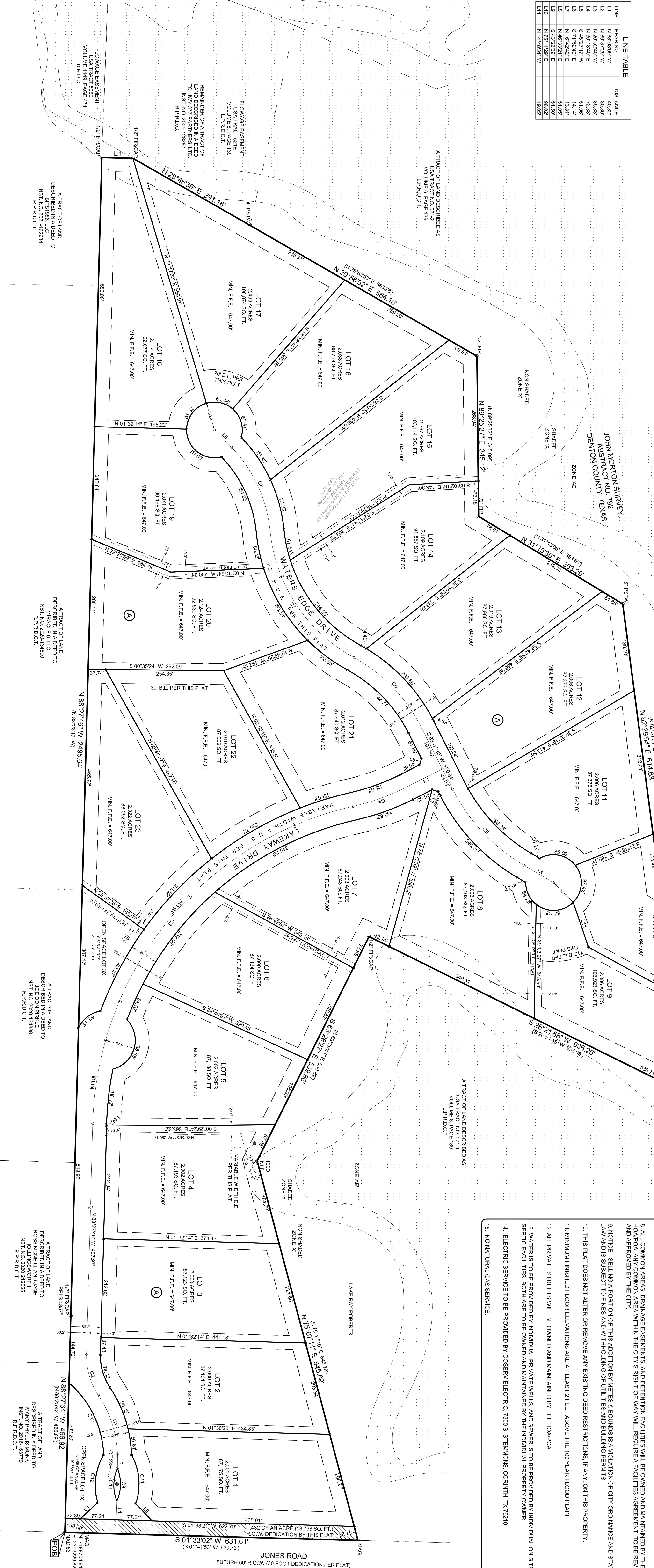
Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.



LOT INFORMATION			
LOT NO.	ACREAGE	SQUARE FOOTAGE	LOT WIDTH AT FRONT BUILDING LINE
1	2.001	87,175	176.74'
2	2.000	87,121	212.82'
3	2.002	87,183	224.00'
4	2.002	87,188	322.43'
5	2.002	87,134	250.99'
6	2.000	87,243	419.51'
7	2.000	87,243	419.51'
8	2.000	87,243	419.51'
9	2.000	87,243	419.51'
10	2.012	87,664	136.52'
11	2.012	87,315	306.19'
12	2.006	88,313	172.48'
13	2.006	88,313	172.48'
14	2.009	91,862	258.22'
15	2.387	103,114	181.71'
16	2.038	88,759	182.36'
17	2.489	108,874	130.99'
18	2.489	108,874	130.99'
19	2.071	90,198	332.35'
20	2.124	92,530	192.09'
21	2.012	87,640	601.16'
22	2.010	87,566	220.73'
23	2.022	88,092	228.01'

CURVE TABLE			
CURVE	RADIUS	ARC LENGTH	CHORD BEARING
C1	245.00'	135.87'	S 72°01'16" W
C2	350.00'	82.82'	S 70°50'52" W
C3	720.00'	161.85'	S 69°50'52" W
C4	500.00'	123.42'	N 19°48'23" W
C5	400.00'	228.07'	N 46°43'00" W
C6	350.00'	210.76'	S 45°52'12" W
C7	350.00'	341.00'	S 56°31'44" W
C8	350.00'	329.67'	S 56°31'44" W
C9	88.00'	71.90'	S 88°54'23" E
C10	88.00'	69.91'	S 88°54'23" E
C11	128.00'	108.52'	N 88°01'15" E
C12	128.00'	108.29'	N 88°53'48" W
C13	173.16'	172.47'	S 64°18'01" W
C14	215.00'	171.16'	S 64°18'01" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°03'09" W	40.82'
L2	N 89°37'29" W	30.38'
L3	N 26°52'00" W	85.83'
L4	N 26°52'00" W	85.83'
L5	S 43°27'17" N	51.88'
L6	S 71°52'40" E	14.14'
L7	N 16°42'42" E	13.81'
L8	N 46°33'21" E	51.05'
L9	S 54°32'52" E	90.20'
L10	S 54°32'52" E	90.20'
L11	N 14°48'31" W	18.05'



- GENERAL NOTES:
1. ALL CORNERS ARE MARKED WITH CAPED 1/2" IRON RODS STAMPED "K&Z" UNLESS OTHERWISE NOTED.
 2. FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, COMMUNITY NUMBER 48074, EFFECTIVE DATE 4-18-2011, AND THAT MAP INDICATES AS SCALED, THAT A PORTION OF THIS PROPERTY IS WITHIN NON-SHADED ZONE "X" DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR), AND A PORTION OF THIS PROPERTY IS WITHIN SHADED ZONE "X" DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD (500-YEAR), AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD AS SHOWN ON PANEL 90 G OF SAID MAP.
 3. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE AN UNPLATTED TRACT OF LAND INTO TWENTY-THREE (23) RESIDENTIAL LOTS, THREE (3) PRIVATE OPEN SPACE LOTS AND TWO (2) PRIVATE STREETS.
 4. NOTE: BEINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
 5. THE SUBJECT TRACT SHOWN IS WITHIN "SANGER EXTRATERRITORIAL JURISDICTION" (ETJ).
 6. ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
 7. THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES IF THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
 8. ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY.
 9. NOTICE - SELLING A PORTION OF THIS ADDITION BY METES & BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
 10. THIS PLAT DOES NOT ALTER OR REMOVE ANY EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
 11. MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100-YEAR FLOOD PLAIN.
 12. ALL PRIVATE STREETS WILL BE OWNED AND MAINTAINED BY THE HOA/POA.
 13. WATER IS TO BE PROVIDED BY INDIVIDUAL PRIVATE WELLS AND SEWER IS TO BE PROVIDED BY INDIVIDUAL ON-SITE SEPTIC FACILITIES. BOTH ARE TO BE OWNED AND MAINTAINED BY THE INDIVIDUAL PROPERTY OWNER.
 14. ELECTRIC SERVICE TO BE PROVIDED BY COSERV ELECTRIC, 7300 S. STEWARTS, CORINTH, TX 76210.
 15. NO NATURAL GAS SERVICE.

FINAL PLAT

LOTS 1-23 & LOTS 1X - 3X, BLOCK A
PALOMINO BAY ADDITION
23 RESIDENTIAL LOTS, 3 OPEN SPACE
LOTS AND 5,638-ACRES OF
RIGHT-OF-WAY DEDICATION
BEING 54.34 ACRES IN THE
JOHN MORTON SURVEY, ABSTRACT NUMBER 792,
DENTON COUNTY, TEXAS

SURVEYOR:

K&Z SURVEYING, INC.
2202 STEWARTS BLVD. SUITE 100
DENTON, TEXAS 76201
PHONE: (840) 382-3446
TBP'S FIRM #10002100

OWNER:

HAW 377 PARTNERS, LTD.
6 SOUTH MAIN ST.
DENTON, TEXAS 76201
PHONE: (817) 416-4883
CONTACT: GARY HAZLEWOOD

DEVELOPER:

WESTWOOD REAL ESTATE DEVELOPMENT
6000 TEJAN TRAIL, SUITE 200
DENTON, TEXAS 76201
PHONE: (817) 442-0000
CONTACT: CLINT BAKER

LAKE RAY ROBERTS LAND USE REGULATIONS

R-2 RESIDENTIAL ESTIMATE MEDIUM DENSITY DISTRICT

MIN. LOT AREA	2 ACRES/87,120 SQ. FT.
MIN. LOT WIDTH (@ FRONT BLDG. LINE)	125 FEET
MIN. LOT DEPTH	100 FEET
MIN. FRONT YARD	30 FEET
MIN. SIDE YARD	15 FEET/30 FEET FOR CORNER LOT ADJACENT TO STREETS
MIN. REAR YARD	30 FEET
MAX HEIGHT	35 FEET
REQUIRED PARKING	2 OFF-STREET PARKING SPACES PER DWELLING UNIT

STANDARD PROPOSED SET BACK LINES

(UNLESS OTHERWISE NOTED)

STREET	FRONT	REAR
STREET	10' B.L. PER THIS PLAT	10' B.L. PER THIS PLAT
STREET	10' B.L. PER THIS PLAT	10' B.L. PER THIS PLAT
STREET	10' B.L. PER THIS PLAT	10' B.L. PER THIS PLAT

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STANDARD PROPOSED SET BACK LINES

(UNLESS OTHERWISE NOTED)

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FINAL PLAT

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BEING 54.34 ACRES IN THE
JOHN MORTON SURVEY, ABSTRACT NUMBER 792,
DENTON COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF DENTON

OWNER'S CERTIFICATION

WHEREAS, HWY 377 Partners, LTD., is the owner of all that certain tract of land situated in the John Morton Survey, Abstract Number 792, Denton County, Texas, being a portion of that called 249.343 tract of land described in a deed to HWY 377 Partners, LTD., as recorded in Instrument Number 2005-128287 of the Real Property Records of Denton County, Texas (R.P.D.C.T.), and being more particularly described by metes & bounds as follows:

BEGINNING at a MAG nail found in the approximate centerline of Jones Road for the Southeast corner of said called 249.343 acre tract and the Northeast corner of a tract of land described in a deed to Mary Phyllis Mork as recorded in Instrument number 2016-163779, R.P.D.C.T.;

THENCE along the South property line of said called 249.343 acre tract, the North property line of said Monk tract, and the North property line of a tract of land described in a deed to Ross McNeill and Janet Hollingsworth as recorded in Instrument Number 2020-21256, R.P.D.C.T., North 88 degrees 27 minutes 34 seconds West, a distance of 486.92 feet to a 11/2" iron rod w/cap stamped "RPLS 4857" found for an angle point of said called 249.343 acre tract and said McNeill and Hollingsworth tract;

THENCE continuing along the South property line of said called 249.343 acre tract, the North property line of said McNeill and Hollingsworth tract, the North property line of a tract of land described in a deed to Joe Don Pike as recorded in Instrument Number 2020-134888, R.P.D.C.T., the North property line of a tract of land described in a deed to Miracle 6, LLC as recorded in Instrument Number 2020-134890, R.P.D.C.T., and the North property line of a tract of land described in a deed to BTTS1986, LLC as recorded in Instrument Number 2021-162634, R.P.D.C.T., North 88 degrees 27 minutes 46 seconds West, a distance of 2495.64 feet to a 1/2" iron rod w/cap stamped "KAZ" found on the South property line of same and the North property line of said BTTS1986, LLC tract;

THENCE across said called 249.343 acre tract, North 01 degrees 26 minutes 06 seconds East, a distance of 66.96 feet to a 1/2" iron rod w/cap stamped "KAZ" found for an angle point; THENCE continuing across said called 249.343 acre tract, North 29 degrees 46 minutes 36 seconds East, a distance of 291.16 feet to a 4" wood fence corner post found for a re-entrant corner of said called 249.343 acre tract and USA Tract Number 521-2 recorded in Volume 6, Page 139 of the Lis Pendens Records of Denton County, Texas (L.P.D.C.T.);

THENCE along with the common line of said called 249.343 acre tract and said USA Tract Number 521-2 by metes & bounds as follows:

North 89 degrees 25 minutes 27 seconds East, a distance of 345.12 feet to a 1/2" iron rod found for corner;

North 89 degrees 25 minutes 27 seconds East, a distance of 564.18 feet to a 1/2" iron rod found for corner;

North 31 degrees 15 minutes 39 seconds East, a distance of 363.29 feet to a 6" wood fence corner post found for corner;

North 82 degrees 29 minutes 54 seconds East, a distance of 614.63 feet to a 1/2" iron rod found for corner;

North 32 degrees 33 minutes 58 seconds East, a distance of 284.47 feet to a 11/2" iron rod found for corner on the South line of USA Tract Number 520-1 recorded in Volume 1517, Page 107, R.P.D.C.T., for a re-entrant corner of said Tract 521-2;

THENCE along the common line of said called 249.343 acre tract and the South line of said USA Tract Number 520-1, South 88 degrees 20 minutes 22 seconds East, a distance of 380.72 feet to a 1/2" iron rod found for corner on the South line of same for a re-entrant corner of said called 249.343 acre tract and the Northwest corner of USA Tract Number 521-1 recorded in Volume 6, Page 139, L.P.D.C.T.;

THENCE along the common line of said called 249.343 acre tract and said USA Tract Number 521-1 as follows:

South 26 degrees 21 minutes 58 seconds West, ad distance of 936.26 feet to a 1/2" iron rod found w/cap stamped "KAZ" for corner;

South 63 degrees 28 minutes 27 seconds East, a distance of 539.86 feet to a 100D Nail Found for corner;

North 75 degrees 07 minutes 11 seconds East, a distance of 845.89 feet to a MAG nail found in the approximate centerline of Jones Road for the Eastern Northeast corner of said called 249.343 acre tract and the Southeast corner of said USA Tract Number 521-1;

THENCE along the approximate centerline of Jones Road and the East property line of said called 249.343 acre tract, South 01 degrees 33 minutes 02 seconds West, a distance of 631.61 feet to the POINT OF BEGINNING and containing 54.34 acres of land, more or less.

OWNERS DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, HWY 377 Partners, Ltd., acting herein by and through its duly authorized officer, does hereby adopt this plat designating the heretabove described property as Lots 1-23 and Lots 1X - 3X, Block A of Palomino Bay Addition, an addition to the City of Sanger, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive slates, parks, and watercourses, and to the public use forever easements for sidewalks, storm drainage facilities, utilities and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed if approved by the City of Sanger. The City of Sanger and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND this _____ day of _____, 2023

OWNER

TITLE AND COMPANY

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, 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 AND IN THE CAPACITY THEREIN STATED.

GIVEN MY MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF _____
COUNTY

MY COMMISSION EXPIRES ON _____

THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE A PREVIOUSLY OPEN SPACE LOTS AND TWO 60' PRIVATE STREETS.

FINAL PLAT

LOTS 1-23 & LOTS 1X - 3X, BLOCK A
PALOMINO BAY ADDITION
23 RESIDENTIAL LOTS, 2 OPEN SPACE
LOTS AND 5.638-ACRES OF
RIGHT-OF-WAY DEDICATION

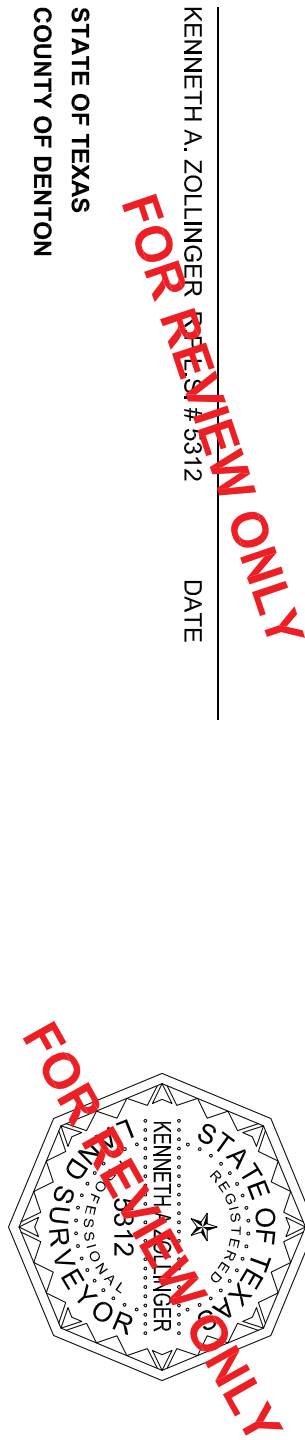
BEING 54.34 ACRES IN THE
JOHN MORTON SURVEY, ABSTRACT NUMBER 792,
CITY OF SANGER EXTRATERRITORIAL JURISDICTION (ETI),
DENTON COUNTY, TEXAS

APPROVED AND ACCEPTED	DATE
CHAIRMAN PLANNING AND ZONING COMMISSION CITY OF SANGER, TX	
MAYOR CITY OF SANGER, TX	DATE
ATTESTED BY:	
CITY SECRETARY CITY OF SANGER, TX	DATE

SURVEYOR:
KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76051
PHONE: (940) 382-3446
TBP.LS FIRM #10002100

OWNER:
HWY 377 PARTNERS, LTD.
611 SOUTH MAIN ST.
GRAPEVINE, TEXAS 76051
PHONE: (817) 418-4843
CONTACT: GARY HAZLEWOOD

DEVELOPER:
WESTWOOD REAL ESTATE DEVELOPMENT
1000 TEXAN TRAIL, SUITE 200
GRAPEVINE, TEXAS 76051
PHONE: (817) 442-0000
CONTACT: CLINT BAKER



I, KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AND ACTUAL SURVEY MADE ON THE GROUND AND THAT THE MONUMENTS SHOWN HEREON WERE FOUND OR PLACED WITH 1/2" IRON RODS CAPED "KAZ" UNDER MY DIRECTION AND SUPERVISION IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF SANGER, DENTON COUNTY, TEXAS.

KENNETH A. ZOLLINGER #5312 DATE

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, 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 AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS _____ DAY OF _____, 2023.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.





Palomino Bay Addition

Jones Road
Sanger, TX 76266
03-15-2023

The purpose of this plat is to subdivide an unplatted tract of land into twenty-three (23) residential lots, three (3) private open space lots and two 60' private streets.

DCAD# 59699

Hank Ingram
KAZ Surveying, Inc
940-382-3446
Hank@KAZSurveying.com

KAZ Surveying, Incorporated
1720 Westminster Street
Denton, TX 76205
Phone: 940-382-3446 Fax: 940-382-3447



201 Bolivar Street/PO Box 1729 * Sanger, TX 76266
940-458-2059 (office) www.sangertexas.org

SUBDIVISION APPLICATION

☐

Preliminary
Plat Minor
Plat

☒

Final
Plat/Replat
Amended Plat

☐

Vacating Plat
Conveyance
Plat

Applicant

Owner (if different from applicant)

Name: Clint Baker	Name: HWY 377 Partners
Company: Westwood Real Estate Development	Company:
Address: 1000 Texan Trail, Suite 200	Address: 1000 Texan Trail, Suite 200
City, State, Zip: Grapevine, Texas 76051	City, State, Zip: Grapevine, Texas 76051
Phone: 817-416-4843	Phone: 817-416-4843
Fax:	Fax:
Email: cbaker@westwoodland.com	Email: cbaker@westwoodland.com

Submittal Checklist

<input checked="" type="checkbox"/>	Pre-Application Conference (Date: <u> </u> / <u> </u> / <u> </u>)
<input type="checkbox"/>	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
<input checked="" type="checkbox"/>	Letter of Intent
<input type="checkbox"/>	Non-Refundable Application Fee (Check Payable to City of Sanger)
<input checked="" type="checkbox"/>	Application Form (Signed by Owner)
<input checked="" type="checkbox"/>	Applicable Plat Checklist (Completed)
<input checked="" type="checkbox"/>	Additional Required Documents/Traffic & Drainage Studies etc.
<input checked="" type="checkbox"/>	One (1) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development@sangertexas.org

Supporting Materials (List if provided): _____

R Number(s): **Property ID# 59699 A0792**

Owner's Signature

Date

Applicant's Signature

Date

Office Use: Reviewed by Director of Development Services / /



DATE: 03/23/2023

1st REVIEW COMMENTS – Final Plat (Palomino Bay)

The request is for a Final Plat of Palomino Bay containing 26 lots, being approximately 54.34 acres in the JOHN MORTON SURVEY, ABSTRACT NO 792, prepared by KAZ Surveying, submitted on 03/15/2023. Below are the comments that should be addressed before City Council approval. Resubmit the revised plat along with a response letter addressing all comments.

Planning

Provide the following

1. Show the centerline of existing streets and dimensions from the centerline to the edges of existing and proposed right-of-way on both sides of the centerline.
2. Provide a signed notarized copy of private restrictions (if any), that are filed for record in the office of the County Clerk.
3. Add the name address and phone number of all utilities providing service to the development.

Informational Comments

1. The property is within the City of Sanger's ETJ.
2. The Final Plat will be scheduled for Planning and Zoning (P&Z) Commission meeting on Monday, April 10, 2023, and the City Council meeting on Monday, May 1, 2023.



April 11, 2023
AVO 37449.004

Ms. Ramie Hammonds
Development Services Director/Building Official
City of Sanger
201 Bolivar Street
P.O. Box 1729
Sanger, Texas 76266

**Re: Palomino Bay Addition – Drainage Study in support of the Preliminary Plat
Second Review**

Dear Ms. Hammonds,

Halff Associates, Inc. was requested by the City of Sanger to provide a review of the drainage study and downstream assessment in support of the preliminary plat for the Palomino Bay development. The drainage study prepared Eikon Architects and Engineers was received on September 27, 2022. First review comments were provided on October 24, 2022. A second submittal was received on November 28th, 2022 and comments were provide on December 14, 2022. A third submittal was received on March 29, 2023.

We have completed our 3rd review and offer the following comments. Please refer to the Denton County Subdivision Rules and Regulations dated July 2009 for drainage criteria; hereafter referred to as Criteria Manual.

General:

1. 1st /2nd /3rd Review Comment: Plans and plat are reviewed separately. Please note an accepted drainage study is required prior to plat acceptance.
1st Review Response: An applicable drainage study as required per the current Denton County Subdivision Rules and Regulations as outlined in Section VII – Chapter IV will be provided prior to the final plat application.
2nd Review Comment: A drainage study needs to be completed prior to plat acceptance.
2nd Review Response: The proposed drainage analyses/plans are illustrated in the recently submitted civil engineering plans. The design has been coordinated with Denton County development services on the application and intent of the Denton County Drainage design standards. The County is available to meet to discuss their drainage design requirements, including intent and application. Please let us know if we can set up a meeting with the County.
2. 1st /2nd /3rd Review Comment: Please address comments on attached markups and provide annotated responses on markups.
1st Review Response: Responses are on the markups
2nd Review Comment: Please provide annotated responses with next submittal
2nd Review Response: The responses are on the markups. Please see the final civil engineering plans.
3rd Review Comment: It appears the annotated responses included are for review #1.

April 11, 2023

Page 2 of 7

3. Development is located adjacent to the Lake Ray Roberts flowage easement (elevation 645.5). Please coordinate with USACE to obtain permission regarding runoff and velocities into the flowage easement.

1st Review Response: A meeting with USACE occurred on 11/10/22. USACE acceptable with layout as long as velocities at or below 5 fps in final engineering plans.

2nd /3rd Review Comment: Noted. Please ensure velocities reaching the flowage easements are less than 5cfs. Provide cross sections with hydraulic parameters to verify.

2nd Review Response: On November 10th, 2022 an in-person meeting was held at the Lake Lewisville office of USACE to discuss this comment. Among the meeting attendees were by Rob Jordan (USACE), Kevin Ware, Gary Hazlewood (Westwood), and Clint Baker (Westwood). The USACE instructed that they are acceptable with the layout as long as the velocities are at or below 5 feet-per-second in the final engineering plans.

3rd Review Comment: Provide RAS model for proposed channels. Include existing condition cross sections at and downstream of proposed channel to establish backwater and to analyze transition and transitional velocities. Include velocity analysis for the 2, 5, 10, 25, and 100-yr flood events and required by the Criteria manual Section IV.1.5.

4. 1st / 2nd /3rd Review Comment: The FEMA floodplain appears shifted on exhibits and plat. Please verify and update as needed. Any activity within the FEMA floodplain will require an approved floodplain development permit.

1st Review Response: No grading activities are planned to occur within 100-year FEMA floodplain or the USACE flowage easement.

2nd Review Comment: Comment not addressed; it appears FEMA floodplain is drawn incorrectly on plans. A section of FEMA floodplain appears to reach development. Please note, any activity within the FEMA floodplain will required an FDP; provide prior to grading permit.

2nd Review Response: The FEMA mapped floodplain limits do not always match the on the ground elevations. No grading activities are planned to occur within in the 100-year FEMA floodplain or the USACE flowage easements, which is illustrated on the final civil engineering plans.

3rd Review Comment: (a) Verify FEMA floodplain, it appears shifted. Based on digital FEMA files, Zone AE is closer to contour shapes; see DA map markup. (b) Show and label USACE flowage easement or plat and grading sheets; typically, at a contour elevation (ie 645.5). (c)

5. 1st and 2nd Review Comment: Please include the following on the final plat: (a) Lake Ray Roberts flowage easement, (b) floodplain easement based on Lake Ray Roberts fully developed 100-yr elevation + 10', (c) provide minimum finished floor elevations 2' above fully developed 100-yr water surface elevation; base Min FFE on the higher 100-yr fully developed floodplain for lake or proposed channel. (d) update drainage easements based on comments (e) provide any additional drainage easement at roadside ditches to encompass the fully developed 100-yr floodplain.

1st Review Response: Designers acknowledge these requirements for final plat.

2nd Review Comments: Noted. Please address (a) and (b) and provide preliminary DE sizes for preliminary plat (comments d and e).

2nd Review Response:

(a) Please see final civil engineering plans/ final plat.

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(b) The minimum finish floor elevations are 2' above (647.00) the verified (with the USACE) 100-year water surface elevation of Lake Ray Roberts, which is 645.00'.

20' drainage easements are provided in most places. Please provide the code requirements for 10' of additional easement past the channel banks. Per discussions with the City and City Engineer, normal depth calculations for water depth in channel is acceptable. The county does allow the HGL to extend past the ROW if a drainage easement is in place.

3rd Review Comment: (a) Show flowage easement; see markups.

(b) Please provide source of fully developed 100-yr elevation for the Lake.

For lots adjacent to channels, the Min FFE must be 2' above channels fully developed 100-yr water surface elevation. Use upstream cross section. The rest can be based on the Lake's fully developed 100-yr elevation.

(c) Access for maintenance is required for all channels; 10' on each side (Chapter 10 Section 10.105 (5) Easements.

(d) Update drainage easements based on comments

(e) Provide any additional drainage easement at roadside ditches to encompass the fully developed 100-yr floodplain.

6. 1st / 2nd Review Comment: Please note, additional comments may result once additional info is provided.

1st Review Response: Designers acknowledged.

3rd Review Comment: Please address markups and provide annotated responses. Please note Please note, not all comments are provided on the letter since some comments are easier to show and explain on the markups.

Hydrology and Hydraulics:

7. 1st and 2nd Review Comment: Please provide a separate proposed drainage area map, show proposed development footprint, proposed contours and provide flow calculations. Include 100-yr fully developed flow calculations.

1st Review Response: An incomplete drainage study with map was included.

2nd Review Comments: Please addressed comments on proposed drainage area map and provide annotated responses.

2nd Review Response: Please see final civil engineering plans. Grading is mostly limited to the right of way and drainage easements. These are 2 acre lots. Any grading on the lots will occur once the lots are purchased and the home sites are designed.

3rd Review Comments: Please addressed comments on proposed drainage area map and provide annotated responses.

8. 1st / 2nd / 3rd Review Comment: Provide a comparison of existing and proposed flows, water surface elevations and velocities at each site outfall.

1st Review Response: Designers stated that all detailed calculations will be provided with the detailed engineering plans.

2nd Review Comments: There is insufficient information provided to review. Please provide with next submittal.

2nd Review Response: Please see the final civil engineering plans. Per discussions with the City and City Engineer, normal depth calculations for water depth in channel is acceptable. Per discussions with the City and City Engineer using FWHA HDS-5 is an acceptable tool to

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computer culvert hydraulics. The design has been coordinated with Denton County development services on application and intent of the Denton County Drainage design standards.

3rd Review Comment: Comment refers to existing and proposed flow comparison. Please provide. Address comments on DA maps and provide annotated responses.

9. 1st and 2nd Review Comment: What is the plan to mitigate increases on flow, water surface elevations and velocity? If obtaining permission for increases from adjacent owner, please provide documentation; include exhibits and calculations.

1st Review Response: Designers stated that all detailed calculations will be provided with the detailed engineering plans.

2nd Review Comments: There is insufficient information provided to review. Please address with next submittal. Adverse impact analysis must be addressed with drainage study in support of preliminary plat.

2nd Review Response: Since the USCOE/Lake Ray Roberts is the majority adjacent landowner, on November 10th, 2022 an in-person meeting was held at the at the Lake Lewisville office of USACE to discuss this comment. Among the meeting attendees were by Rob Jordan (USACE), Kevin Ware, Gary Hazlewood (Westwood), and Clint Baker (Westwood). USACE instructed that they are acceptable with the layout as long as the velocities are at or below 5 feet-per-second, which is illustrated in the final engineering plans.

3rd Review Comment: (a) Please provide documentation/permission regarding runoff and velocities into adjacent property (b) Please ensure velocities reaching the flowage easements and/or USACE property are less than 5cfs

10. 1st and 2nd Review Comment: Indicate landuse for selected runoff coefficients for existing, proposed, and ultimate conditions or provide a separate landuse map.

1st Review Response: Designers stated that this information is provided on drainage map.

2nd Review Comments: The drainage study and map are incomplete. There is insufficient information provided to review. Please provide with next submittal.

2nd Review Response: Please see the final civil engineering plans for the landuse map.

3rd Review Comment: Please use fully developed conditions for channel/ditches/ and culvert design. Update C values and indicate landuse or provide a separate landuse map.

11. 1st /2nd /3rd Review Comment: Show and label flowage easement on grading sheets and drainage area maps.

1st Review Response: Designers stated the information is included.

2nd /3rd Review Comments: The USACE flowage easement is not shown correctly (i.e., 645.5 msl). Please verify and update as needed.

2nd Review Response: Please see the final civil engineering plans for these details.

12. 1st / 2nd /3rd Review Comment: Provide diversion channels to convey and direct offsite runoff to the streets. Please provide channel cross sections with hydraulic parameters for proposed channels. Please note, a HEC-RAS model is required to confirm water surface profiles in channels, roadside ditches and culverts.

1st Review Response: Designers stated that all detailed calculations will be provided with the detailed engineering plans.

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2nd Review Comments: There is insufficient information provided to review. Please provide with next submittal.

2nd Review Response: Please see the final civil engineering plans for the updated drainage details illustrating these requirements. Per discussions with the City and City Engineer, normal depth calculations for water depth in channel is acceptable. Per discussions with the City and City Engineer using FWHA HDS-5 is an acceptable tool to computer culvert hydraulics.

3rd Review Comment: Refer to comment 15.

13. 1st and 2nd Review Comment: Provide channels to convey offsite/onsite runoff thru site. Channels must be designed to standards. Please refer to criteria manual Section IV-B and section IV3.4 (trapezoidal, 4:1 SS, 1' freeboard from 100-yr fully developed water surface elevation to top of bank, etc). Provide drainage easements with adequate access; include 10' beyond top of bank on both sides.

1st Review Response: Designers stated that all detailed calculations with be provided with the detailed engineering plans.

2nd Review Comments: There is insufficient information provided to review. Please provide with next submittal.

2nd Review Response: Please see the final civil engineering plans/plat for the proposed designs.

3rd Review Comment: Address comments on attached markups and provide annotated responses.

14. 1st/ 2nd /3rd Review Comment: Provide preliminary size of proposed culverts. Please note, a RAS model will be required for culverts to confirm backwater, headwater and freeboard.

1st Review Response: Designers stated that preliminary culvert sizes have been added, and that all detailed calculations with be provided with the detailed engineering plans.

2nd Review Comments: There is insufficient information provided to review. Please provide with next submittal.

2nd Review Response: Please see the final civil engineering plans for these details. Per discussions with the City and City Engineer, normal depth calculations for water depth in channel is acceptable. Per discussions with the City and City Engineer using FWHA HDS-5 is an acceptable tool to computer culvert hydraulics.

3rd Review Comment: Address comments on attached markups and provide annotated responses.

Address the following comments with future drainage study to support final plat and construction plans:

15. 1st-3rd Review Comment: Provide RAS model for all proposed channels and culverts. Verify proposed channels contain the fully developed 100-yr flow with 1' freeboard. Use $n=.04$ for earthen channel. Include a RAS workmap or add RAS cross sections to the grading plans. Extend RAS model downstream of property line to establish backwater.

2nd Review Response: Please see the final civil engineering plans for these details. Per discussions with the City and City Engineer, normal depth calculations for water depth in channel is acceptable. Per discussions with the City and City Engineer using FWHA HDS-5 is an acceptable tool to computer culvert hydraulics. The design has been coordinated with Denton County development services on application and intent of the Denton County Drainage design standards.

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3rd Review Comments: Please provide RAS models per Criteria. RAS is needed to accurately model backwater, transitions, and velocities (ie. mixed flow regime for steep channels). This may be waived on a case by case basis; however, for this project this has not been discussed. It appears a RAS model will be needed for this case.

Please address comments on attached markups and provide annotated responses. Refer to sheet C-12 and 13.

16. 1st-3rd Review Comment: Provide RAS model for all proposed roadside ditches (Criteria Manual Section IV.3.4). Include proposed culverts and driveway culverts and verify the 100-yr fully developed flow is contained within the right of way. If not contained within ROW, additional DE must be dedicated to contain the fully developed 100-yr water surface elevation.
2nd Review Response: Please see the final civil engineering plans for these details. Per discussions with the City and City Engineer, normal depth calculations for water depth in channel is acceptable. Per discussions with the City and City Engineer using FWHA HDS-5 is an acceptable tool to computer culvert hydraulics.
3rd Review Comments: Please provide RAS models per Criteria. RAS is needed to accurately model backwater caused by driveways. 100-yr HGL must reflect the effects of backwater from driveway culverts.
17. 1st-3rd Review Comment: Show and label proposed driveway culvert on street plan and profile. Include 100-yr HGL. Please use a min of 15". Design driveway culvert to pass the fully developed 100-yr flood event. Use RAS to evaluate backwater and tailwater at proposed culverts.
2nd Review Response: These are 2 acre lots where the driveway location will not be determined until the house location is sited. Denton County requires culvert calculations at the time of the building permit.
3rd Review Comments: Typically for all projects with rural streets, the location of driveway is unknown and must be assumed. Roadside ditches must convey the fully developed 100-yr flow. 100-yr HGL must reflect the effects of backwater from driveway culverts. A RAS model will be required to evaluate water surface profiles in ditches. Include driveway culverts and verify 100-yr HGL is contained within the ROW. (section IV.3.4). Once all backwater effect are analyzed, additional DE may be required to contain the fully developed 100-yr flows
18. 1st-3rd Review Comment: Provide Plan and profile for all proposed channels. Show and label the fully developed 100-yr water surface profile and left and right top of bank; verify 1' freeboard. Include culverts and verify 1' freeboard to top of road.
2nd Review Response: Please see the final civil engineering plans for these details.
3rd Review Comment: Address comments on attached markups and provide annotated responses.
19. 1st-3rd Review Comment: Provide side yard swales to direct lot flows to the roads. Directing flow to adjacent lots is not allowed.
2nd Review Response: Please see final civil engineering plans. Grading is mostly limited to the right of way and drainage easements. These are 2 acre lots. Any grading on the lots to occur once lot is purchased and home sites are designed.

April 11, 2023
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3rd Review Comment: Provide a typical cross section for the side yard swales to direct flows to roads. Include dimensions, depth, lot line, hydraulic parameters, etc. (b) Include flow arrows for side yard swales on grading sheets.

20. Verify that a USACE Section 404 of Clean Water Act investigation was/will be conducted. Placement of fill or realignment of existing channels may require authorization by an appropriate Section 404 permit. Provide results of investigation. Show and label any wetlands and/or Water of the US on grading plans.

2nd Review Response: Eikon has completed a larger sitewide wetlands/waters of the US evaluation on the entirety of the property, but for this first phase, there are no proposed grading areas that affect Wetlands/USCOE areas. Eikon is coordinating with the USCOE on these matters.

3rd Review Comment: Please provide results of investigation and mark any WOUS on grading sheets.

The Engineer shall revise the hydrologic study and/or plans in accordance with the above comments and/or provide a written response that addresses each comment. If you have any questions or need additional information, please do not hesitate to call me at (817) 764-7466.

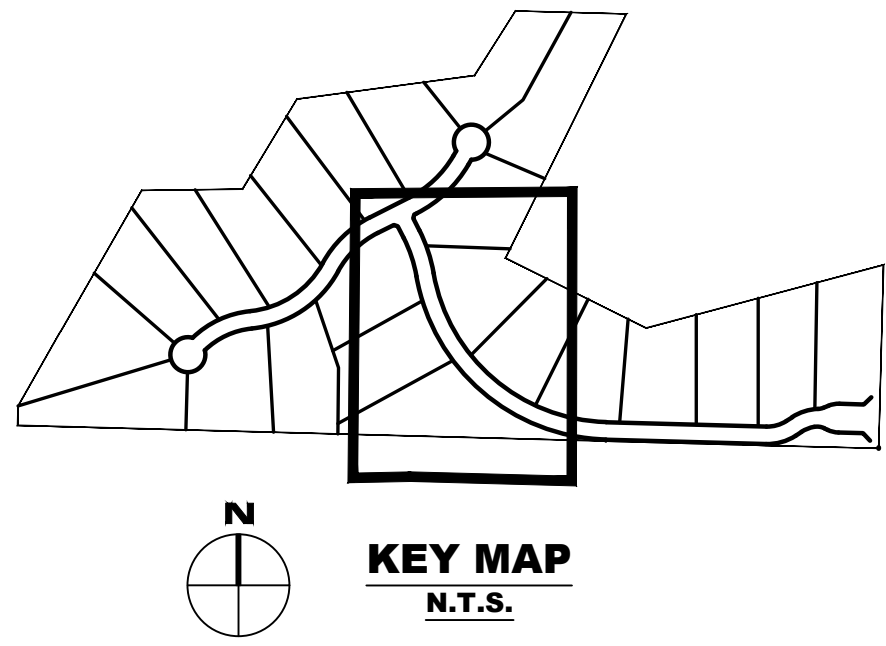
Sincerely,

HALFF ASSOCIATES, INC.
Firm No. 0312



Emilia Yanagi, P.E., CFM
Drainage Review Consultant for the City of Sanger

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THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF KEVIN J. WARE (TEXAS P.E. NO. 136599), ON 3/15/2023. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

TDLR #

NOT FOR CONSTRUCTION IN PROJECT AREA
PALOMINO BAY
DENTON COUNTY, TEXAS

Issued Date: 03-15-2023
Project No: EIK052622E-2

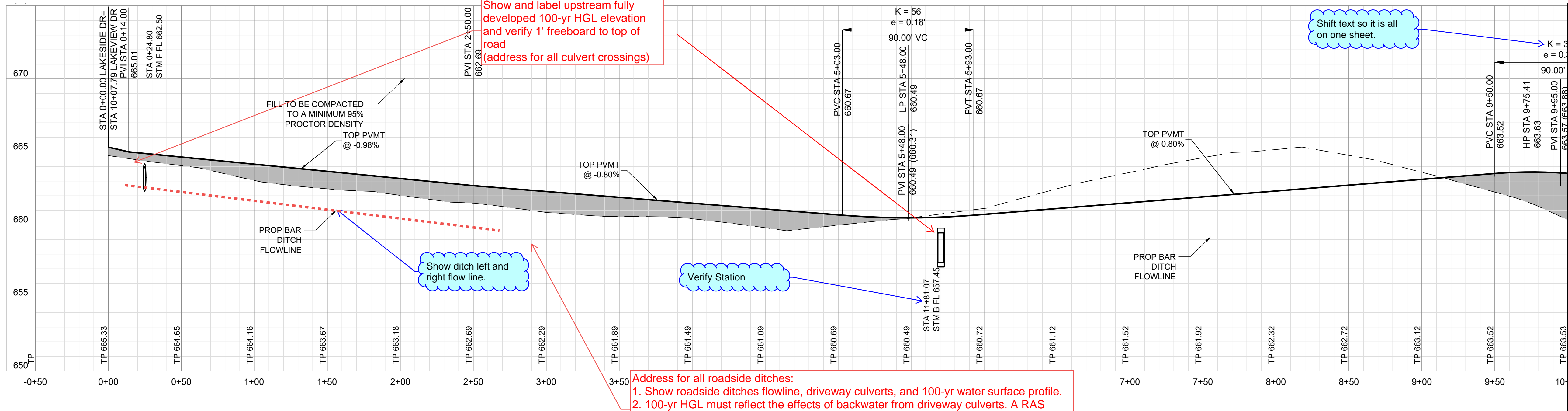
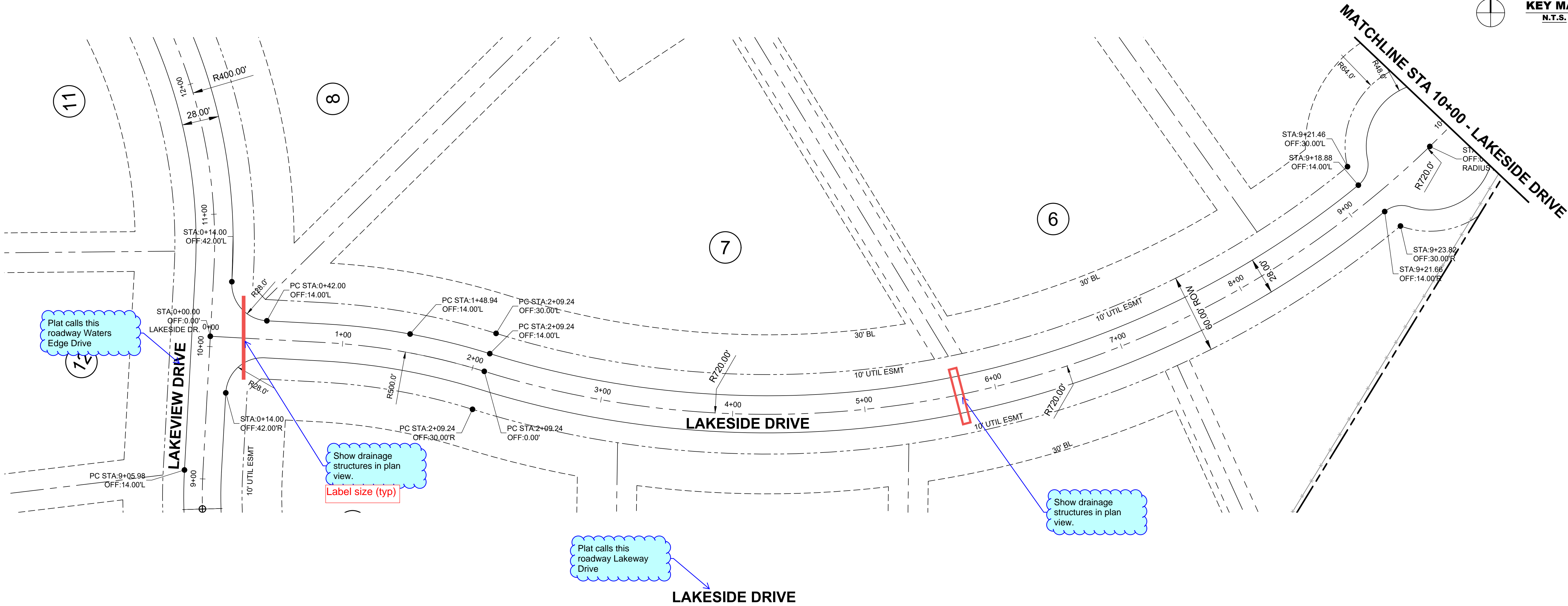
Drawn By: MP/MMD
Checked By: SG
Designed By: MP/MMD

Issue Record
Description Date

DESIGN PHASE

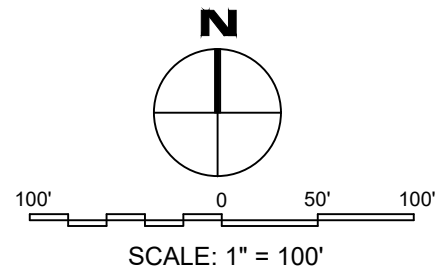
PAVING PLAN I

C-06

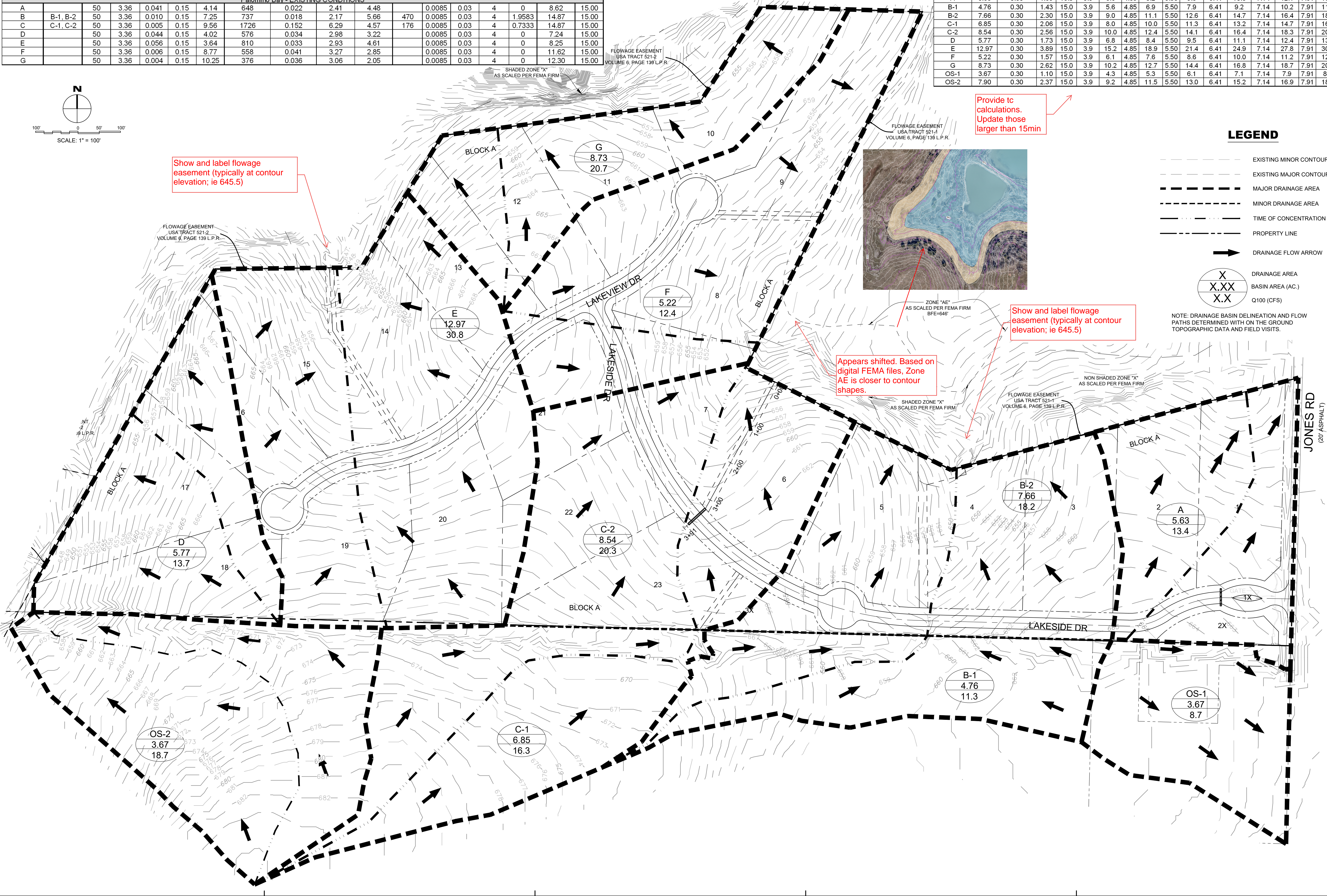


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EXISTING TIME OF CONCENTRATION CALCULATIONS																	
1		2					3				4					5	7
		SHEET FLOW					SHALLOW CONCENTRATED FLOW				CHANNEL FLOW						
Basin Area Designation	Sub-basins	Sheet Flow Length (ft)	P ₂ (in)	Land Slope (ft/ft)	n	t _{sheet} (min)	Shallow Flow Length (ft)	Shallow Flow Slope (ft/ft)	Shallow Flow Velocity (ft/sec)	t _{shallow} (min)	Channel Length (ft)	Channel Slope (ft/ft)	n	Average Velocity (ft/sec)	t _{channel} (min)	Computed t _c (min)	Design* t _c (min)
Palomino Bay - EXISTING CONDITIONS																	
A		50	3.36	0.041	0.15	4.14	648	0.022	2.41	4.48		0.0085	0.03	4	0	8.62	15.00
B	B-1, B-2	50	3.36	0.010	0.15	7.25	737	0.018	2.17	5.66	470	0.0085	0.03	4	1.9583	14.87	15.00
C	C-1, C-2	50	3.36	0.005	0.15	9.56	1726	0.152	6.29	4.57	176	0.0085	0.03	4	0.7333	14.87	15.00
D		50	3.36	0.044	0.15	4.02	576	0.034	2.98	3.22		0.0085	0.03	4	0	7.24	15.00
E		50	3.36	0.056	0.15	3.64	810	0.033	2.93	4.61		0.0085	0.03	4	0	8.25	15.00
F		50	3.36	0.006	0.15	8.77	558	0.041	3.27	2.85		0.0085	0.03	4	0	11.62	15.00
G		50	3.36	0.004	0.15	10.25	376	0.036	3.06	2.05		0.0085	0.03	4	0	12.30	15.00



Show and label flowage easement (typically at contour elevation; ie 645.5)



Palomino Bay Runoff Calculations																
Pre Development Drainage Area Calculations (2, 5, 10, 25, 50 and 100-Year Design Frequency)																
1	2	3	4	5	6	7.0	8	9.0	10	11.0	12	13.0	14	15.0	16	17.0
Area Designation	Area (acres)	Runoff Coefficient C	CA	Total Tc* (Min)	Runoff Q ₂ (cfs)	Runoff Q ₅ (cfs)	Runoff Q ₁₀ (cfs)	Runoff Q ₂₅ (cfs)	Runoff Q ₅₀ (cfs)	Runoff Q ₁₀₀ (cfs)	Runoff Q ₂ (cfs)	Runoff Q ₅ (cfs)	Runoff Q ₁₀ (cfs)	Runoff Q ₂₅ (cfs)	Runoff Q ₅₀ (cfs)	Runoff Q ₁₀₀ (cfs)
ONSITE																
A	5.63	0.30	1.69	15.0	3.9	6.6	4.85	8.2	5.50	9.3	6.41	10.8	7.14	12.1	7.91	13.4
B-1	4.76	0.30	1.43	15.0	3.9	5.6	4.85	6.9	5.50	7.9	6.41	9.2	7.14	10.2	7.91	11.3
B-2	7.66	0.30	2.30	15.0	3.9	9.0	4.85	11.1	5.50	12.6	6.41	14.7	7.14	16.4	7.91	18.2
C-1	6.85	0.30	2.06	15.0	3.9	8.0	4.85	10.0	5.50	11.3	6.41	13.2	7.14	14.7	7.91	16.3
C-2	8.54	0.30	2.56	15.0	3.9	10.0	4.85	12.4	5.50	14.1	6.41	16.4	7.14	18.3	7.91	20.3
D	5.77	0.30	1.73	15.0	3.9	6.8	4.85	8.4	5.50	9.5	6.41	11.1	7.14	12.4	7.91	13.7
E	12.97	0.30	3.89	15.0	3.9	15.2	4.85	18.9	5.50	21.4	6.41	24.9	7.14	27.8	7.91	30.8
F	5.22	0.30	1.57	15.0	3.9	6.1	4.85	7.6	5.50	8.6	6.41	10.0	7.14	11.2	7.91	12.4
G	8.73	0.30	2.62	15.0	3.9	10.2	4.85	12.7	5.50	14.4	6.41	16.8	7.14	18.7	7.91	20.7
OS-1	3.67	0.30	1.10	15.0	3.9	4.3	4.85	5.3	5.50	6.1	6.41	7.1	7.14	7.9	7.91	8.7
OS-2	7.90	0.30	2.37	15.0	3.9	9.2	4.85	11.5	5.50	13.0	6.41	15.2	7.14	16.9	7.91	18.7

LEGEND

- EXISTING MINOR CONTOUR LINE
- EXISTING MAJOR CONTOUR LINE
- MAJOR DRAINAGE AREA
- MINOR DRAINAGE AREA
- TIME OF CONCENTRATION
- PROPERTY LINE
- DRAINAGE FLOW ARROW

DRAINAGE AREA
BASIN AREA (AC.)
Q100 (CFS)

NOTE: DRAINAGE BASIN DELINEATION AND FLOW PATHS DETERMINED WITH ON THE GROUND TOPOGRAPHIC DATA AND FIELD VISITS.

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TDLR #

NOT FOR CONSTRUCTION
IN PROGRESS
DENTON COUNTY

Issued Date: 03-15-2023
Project No: EIK052622E-2
Drawn By: MP/MD
Checked By: SG
Designed By: MP/MD
Issue Record
Description Date

DESIGN PHASE

EXISTING DRAINAGE
MAP

C-10

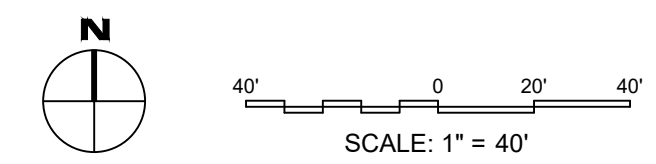


MATCH LINE SEE SHEET C-17



LEGEND

-
- MATCH LINE
 PROPERTY BOUNDARY
 ADJACENT PROPERTY BOUNDARY
 PROPOSED EASEMENT
 580
 EXISTING CONTOUR
 580
 PROPOSED CONTOUR
 FLOOD LINE



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Issued Date: 03-15-2023
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Drawn By: MP/MD
Checked By: SG
Designed By: MP/MD

Issue Record		
#	Description	Date

DESIGN PHASE

DESIGN PHASE

GRADING PLAN II

SYSTEMS EVALUATION

C 15

88

88

MATCH LINE SEE SHEET C-15

MATCH LINE SEE SHEET C-19

C-18?

Min FFE must be at least 2' above channels fully developed 100-yr water surface elevation. Use wsel from upstream cross section

Is a high point needed to keep the drainage within the Lakeview Drive ditch and stop it from bypassing to Lakeside Drive ditch?

Show all culverts and provide invert elevations.

Show all culverts and provide invert elevations.

Show stationing on all roadways.

Show all culverts and provide invert elevations.

$$\text{MIN FFE} = 647.00'$$

MIN FFE = 647.00'

$$\text{MIN FFE} = 647.00'$$

20' DRAINAGE
EASEMENT

MIN FR

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D

C

B

A

5

4

3

2

1



N.T.S.

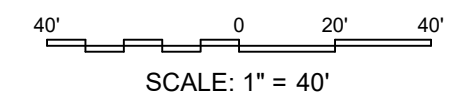
LEGEND

- _____
- _____

EXISTING CONTOUR

PROPOSED CONTOUR

FLOOD LINE



SCALE: 1" = 40'

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Issued Date: 03-15-2023
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Drawn By: MP/MD
Checked By: SG

Issue Record		
#	Description	Date

DESIGN PHASE

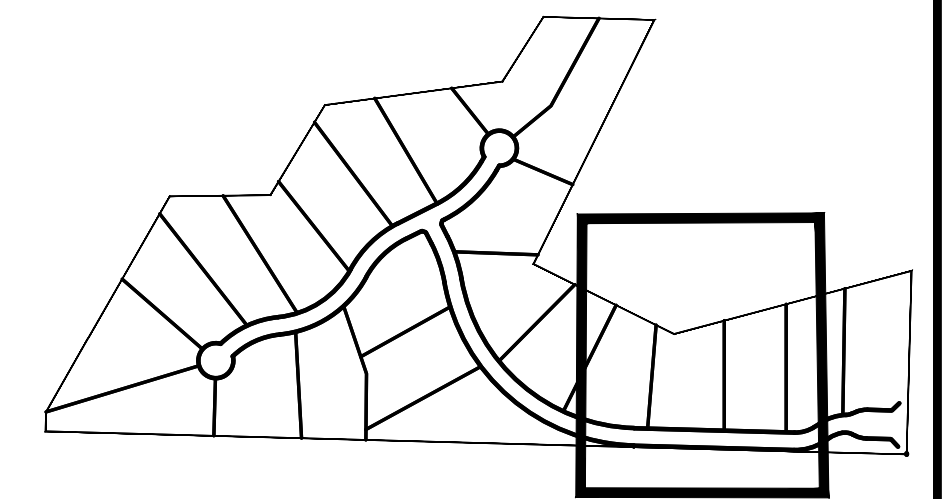
GRADING PLAN IV

C-17

90

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MATCH LINE SEE SHEET C-18



KEY MAP
N.T.S.

LEGEND

-
- Legend:
- MATCH LINE
 - PROPERTY BOUNDARY
 - ADJACENT PROPERTY BOUNDARY
 - PROPOSED EASEMENT
 - EXISTING CONTOUR
 - PROPOSED CONTOUR
 - FLOOD LINE



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Issued Date: 03-15-2023
Project No: EIK052622E-2

Drawn By: MP/MD
Checked By: SG
Designed By: MP/MD

Issue Record		
#	Description	Date

[illegible]

DESIGN PHASE

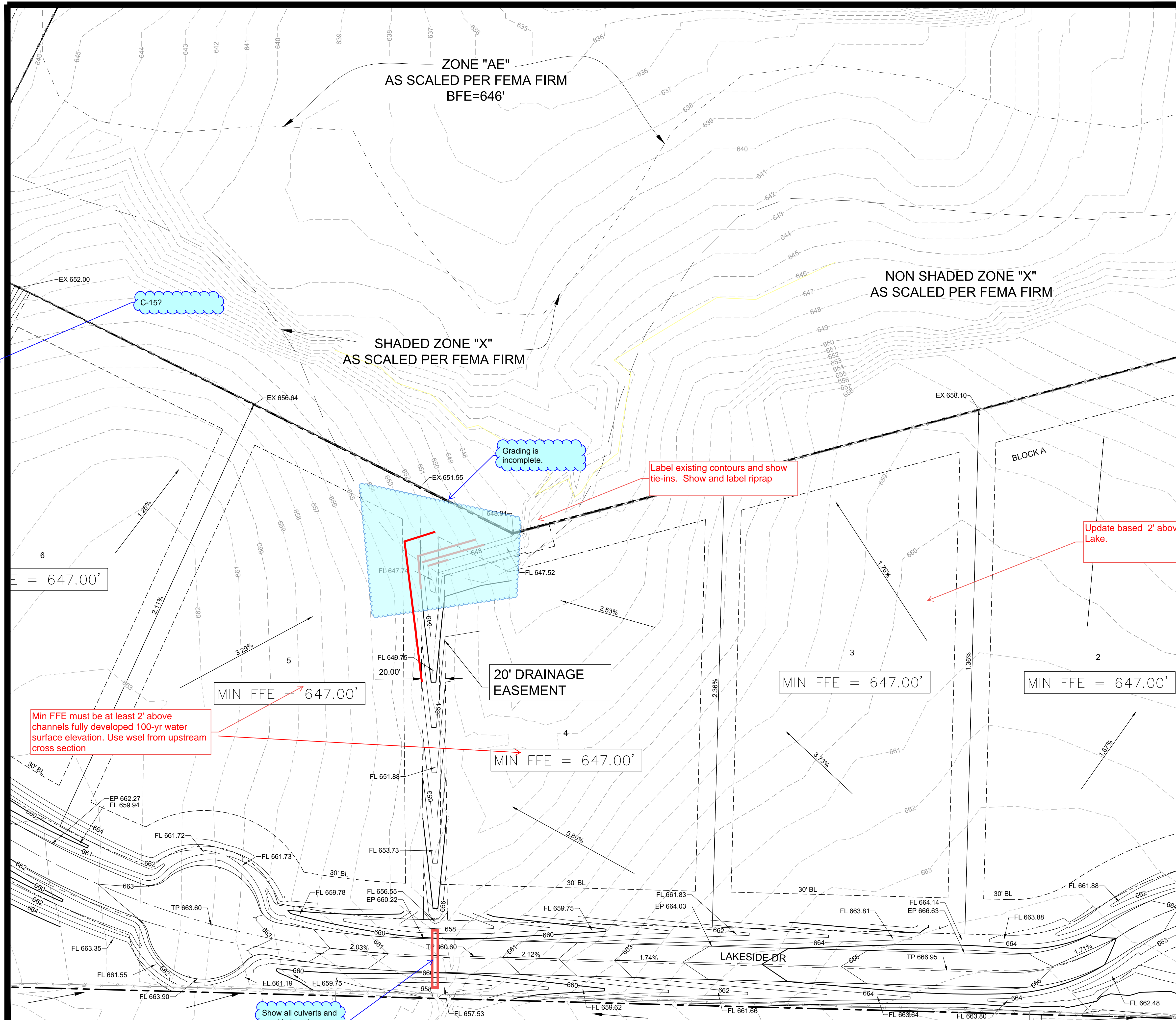
GRADING PLAN V

C-18

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MATCH LINE SEE SHEET C-16

MATCH

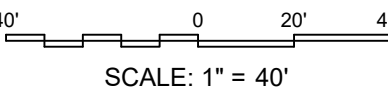




N.T.S

LEGEND

- _____



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Issued Date: 03-15-202
Project No: EIK052622E-

Drawn By: MP/ML
Checked By: SC

Issue Record	
Description	Date

DESIGN PHASE

GRADING PLAN VI

C-19

52

MATCH LINE SEE SHEET C-19

MATCH LINE SEE SHEET C-20

Update sheet number

Show and label
ROW

Provide a RAS model to verify capacity of ditch. Roadside ditch must contain the fully developed 100-yr floodplain. Provide any additional DE as needed.
If flow increased please provide pre- and post- analysis and demonstrate no adverse impacts.

Provide plan and profile for Culvert A and hydraulic calcs.

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FLEXIBLE PAVEMENT DESIGN AND RECOMMENDATIONS:

THE HOT MIXED ASPHALTIC CONCRETE (HMAC) FOR THIS PROJECT SHOULD CONFORM TO TXDOT ITEM 340. FOR THE GIVEN SUBDIVISION LAYOUT, IT IS RECOMMENDED THAT A 20-YEAR DESIGN LIFE BE UTILIZED.

FULL DEPTH HMAC:

IF FULL DEPTH HMAC IS DESIRED, FOR A 20 YEAR DESIGN LIFE, THE DENTON COUNTY MINIMUM STANDARD FOR PAVEMENT DESIGN, PLEASE CONTACT THIS OFFICE IF A SHORTER DESIGN LIFE IS DESIRED. THE FULL-DEPTH HMAC SECTION SHOULD CONSIST OF **2 INCHES** OF TYPE "D" SURFACE COURSE OVER **4 INCHES** OF TYPE "B" BASE COURSE AS SPECIFIED IN TX DOT 340. THE FULL DEPTH ASPHALT SHOULD BE PLACED OVER **8 INCHES** OF LIME STABILIZED SUBGRADE PER THE RECOMMENDATIONS BELOW IN ORDER TO ~~PROVIDE~~ A STRUCTURAL NUMBER OF 3.32 MEETING THE RECOMMENDED SN DETERMINED TO BE NECESSARY BY AASHTO STANDARDS. HMAC SHOULD BE INSTALLED PER THE RECOMMENDATIONS BELOW.

ASPHALT OVER CRUSHED LIMESTONE BASE (FLEXBASE):

IF HMAC OVER CRUSHED LIMESTONE BASE IS DESIRED, OUR RECOMMENDED PARAMETERS FOR DESIGN ARE LISTED IN TABLE 2.0. THE FOLLOWING TABLE, TABLE 4.0, DETAILS THE RECOMMENDED PAVEMENT SECTION FOR ASPHALT OVER LIMESTONE BASE (FLEXBASE). IT IS OUR OPINION AND THE DENTON COUNTY MINIMUM THAT A MINIMUM DESIGN LIFE OF 20 YEARS SHOULD BE USED, HOWEVER AS STATED ABOVE IF THE CLIENT IS WILLING TO ACCEPT MORE RISK OF POTENTIAL FUTURE MAINTENANCE AND/OR FAILURE AREAS, A SHORTER DESIGN LIFE CAN BE USED. THE ASPHALT OVER CRUSHED LIMESTONE BASE SHOULD BE PLACED OVER 8 INCHES OF LIME STABILIZED SUBGRADE PER THE RECOMMENDATIONS BELOW.

HMAC INSTALLATION AND TESTING REQUIREMENTS:

THE FOLLOWING IS RECOMMENDED FOR HMAC.

1. SURFACE COURSE TO BE TXDOT ITEM340, TYPE C OR D
2. ASPHALTIC BASE COURSE TO BE TXDOT ITEM 340, TYPE
3. ASPHALT SHALL BE PLACED AND COMPACTED TO CONTAIN FROM 5 TO 9% AIR VOIDS.
4. THE TARGET DENSITY FOR ASPHALT LIFTS SHOULD BE 91 TO 95% OF MAXIMUM THEORETICAL SPECIFIC GRAVITY AS DETERMINED BY LABORATORY TESTING
5. THE FOLLOWING TESTS SHOULD BE RUN ON EACH DAY'S OPERATION:
 - I. IN PLACE FIELD DENSITY TESTS TO ESTABLISH ROLLING PATTERN
 - II. ONE EXTRACTION AND GRADATION TEST
 - III. ONE LABORATORY DENSITY AND STABILITY TEST
 - IV. TWO CORES TO VERIFY THICKNESS & DENSITY

CRUSHED LIMESTONE BASE:

1. CRUSHED LIMESTONE BASE TO BE TXDOT ITEM 247, TYPE A, GRADE 2 OR BETTER. THE MATERIAL SHALL BE COMPACTED IN MAXIMUM LIFTS OF 6 INCHES TO AT LEAST 98% OF ASTM D 1557 (MODIFIED PROCTOR) WITHIN +/-3 PERCENTAGE POINTS OF OPTIMUM.

TABLE 4.0 HMAC OVER LIMESTONE BASE RECOMMENDATIONS		
Maximum Design Life (years)	HMAC Surface Course (Type C or D) (Inches)	Limestone Base (Inches)
*20	4.5	12
10	4	10
5	3	10
Less than 2 years	2	8

*Denton County Design Standard Minimum Roadway Section

SUBGRADE STRENGTH CHARACTERISTICS

d on the testing completed on site, it is recommended that a California Bearing Ratio (CBR) of 3 was used in the design and a corresponding resilient modulus of 4,500 psi. Also, a

Fix so all text is readable.

RIGID PAVEMENT DESIGN AND MATERIAL RECOMMENDATIONS:

THE TYPICAL TYPES OF RIGID PAVEMENT FOR THIS TYPE OF PROJECT ARE AS FOLLOWS:

1. CONTINUOUSLY REINFORCED CONCRETE PAVEMENT (CRCP):
 - I. THIS IS THE BEST TYPE OF PAVEMENT WITH LOWEST MAINTENANCE
 - II. HEAVILY REINFORCED TO CONTROL CRACKING
 - III. RECOMMENDED FOR HIGHER VOLUME TRAFFIC AREAS
2. JOINTED REINFORCED CONCRETE PAVEMENT (JRCP):
 - I. THIS IS THE MOST COMMON TYPE OF PAVEMENT IN THE NORTH TEXAS.
 - II. REINFORCED FOR TEMPERATURE AND SHRINKAGE AND FOR RESISTANCE DUE TO EXPANSIVE SOIL MOVEMENT
 - III. JOINT PLACEMENT AND SAWCUT PLACEMENT IS CRITICAL FOR PERFORMANCE
 - IV. GENERALLY USED FOR LOW VOLUME ROADWAYS AND PARKING LOTS
3. JOINTED PLAIN CONCRETE:
 - I. BASIC UNREINFORCED PAVEMENT, AND IS NOT RECOMMENDED FOR ROADWAYS AND PARKING LOTS IN THIS AREA DUE TO EXPANSIVE SOIL.

RIGID PAVEMENT:

IT IS RECOMMENDED FOR THIS SITE THAT THE RIGID PORTLAND CEMENT CONCRETE FOR THIS SITE HAVE A **MINIMUM THICKNESS OF 6 INCHES** FOR ALL LANES OF TRAFFIC. THE CONCRETE SHOULD BE INSTALLED PER CURRENT TXDOT REGULATIONS AND SPECIFICATIONS. THE FOLLOWING MIX DESIGN RECOMMENDATIONS ARE AS FOLLOWS:

1. RECOMMENDED MINIMUM DESIGN COMPRESSIVE STRENGTH: 3,500 PSI
2. RECOMMENDED MINIMUM DESIGN TENSILE STRENGTH: 525 PSI
3. WELL GRADED OPTIMIZED AGGREGATE MEETING ASTM C-33 WITH NOMINAL AGGREGATE SIZE NO GREATER THAN ONE AND ONE HALF (1 ½") INCH
4. PORTLAND CEMENT LIMITED TO BETWEEN 520 AND 600 LBS PER CUBIC YARD.
5. 4 TO 6% AIR CONTENT USING AIR ENTRAINING AGENT
6. 15 TO 20% FLYASH MAY BE USED AT THE APPROVAL OF THE CIVIL ENGINEER OF RECORD
7. CURING COMPOUND SHOULD BE USED AND PLACED WITHIN ONE HOUR OF FINISHING OPERATIONS

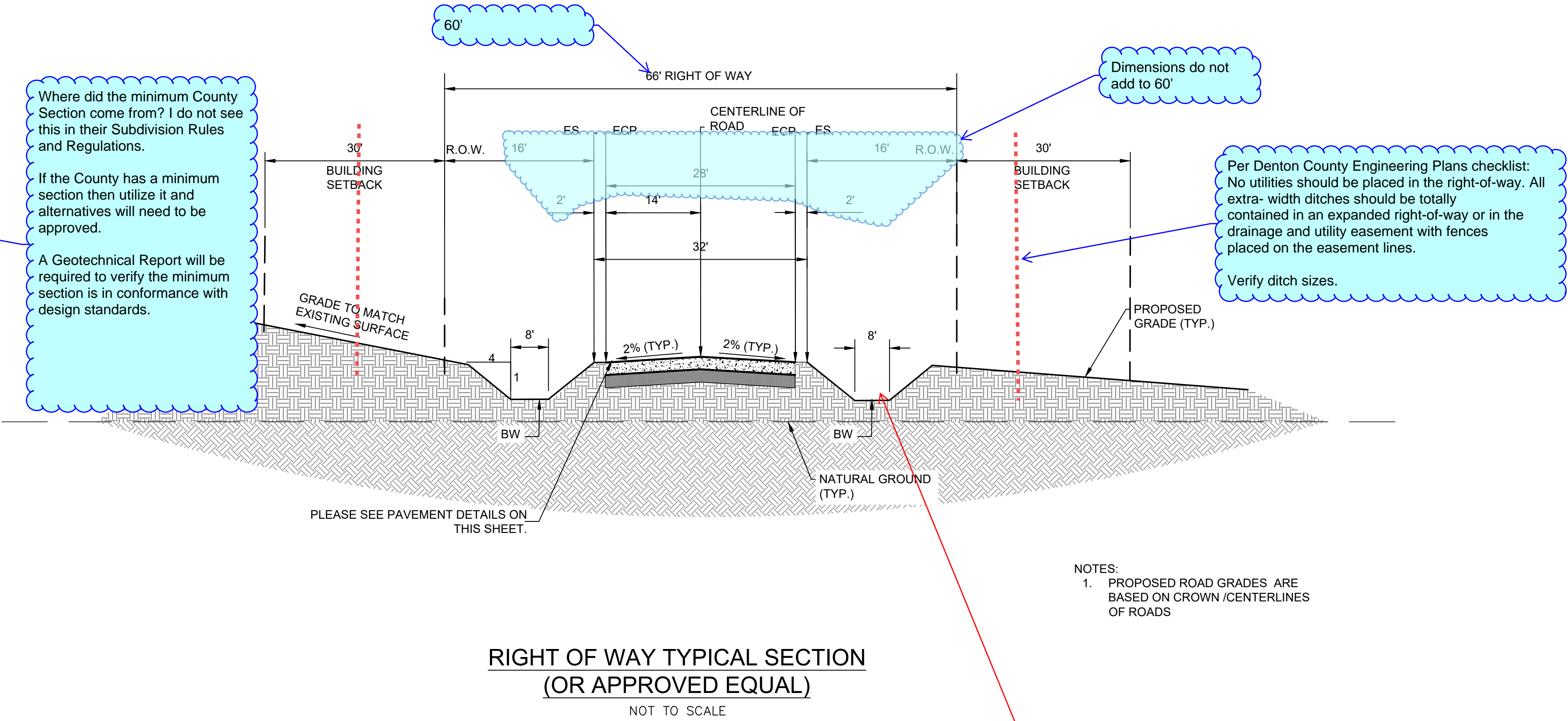
PAVEMENT REINFORCING STEEL:

IT IS RECOMMENDED THAT A MINIMUM OF 0.2% OF STEEL BE USED FOR THE CONCRETE, WITH A MINIMUM OF #4'S @ 18" ON CENTER FOR 6 INCH CONCRETE PAVEMENT. REINFORCEMENT CHAIRS SHOULD BE USED BENEATH ALL PAVEMENT SUCH THAT THE REINFORCEMENT IS PLACED ONE-THIRD (T/3) OF THE PAVEMENT THICKNESS FROM THE TOP OF THE PAVEMENT USING METAL OR PLASTIC CHAIRS WITH SAND CUSHIONS AND NOT BRICK BATTS.

Where did the minimum County Section come from? I do not see this in their Subdivision Rules and Regulations.

If the County has a minimum section then utilize it and alternatives will need to be approved.

A Geotechnical Report will be required to verify the minimum section is in conformance with design standards.



1. Please note, roadside ditch must convey the fully developed 100-yr flow. 100-yr HGL must reflect the effects of backwater from driveway culverts. A RAS model will be required to evaluate water surface profiles in ditches. Include driveway culverts and verify 100-yr HGL is contained within the ROW. (section IV.3.4)

2. Please note, once all backwater effect are analyzed, additional DE may be required to contain the fully developed 100-yr flows

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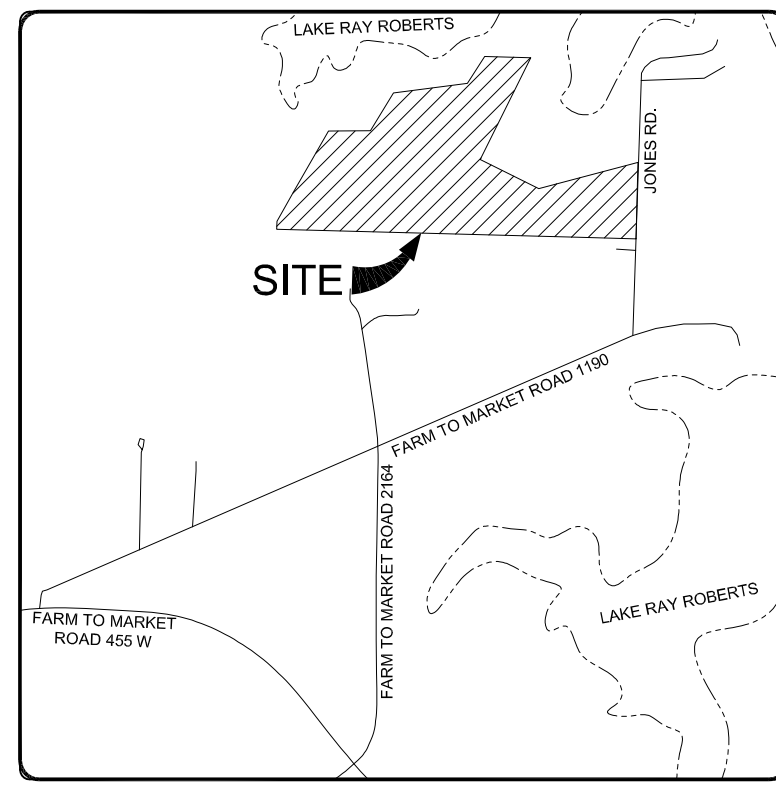
Drawn By: MP/MD
Checked By: SG
Designed By: MP/MD

Issue Record
Description Date

DESIGN PHASE

ROAD CROSS
SECTIONS

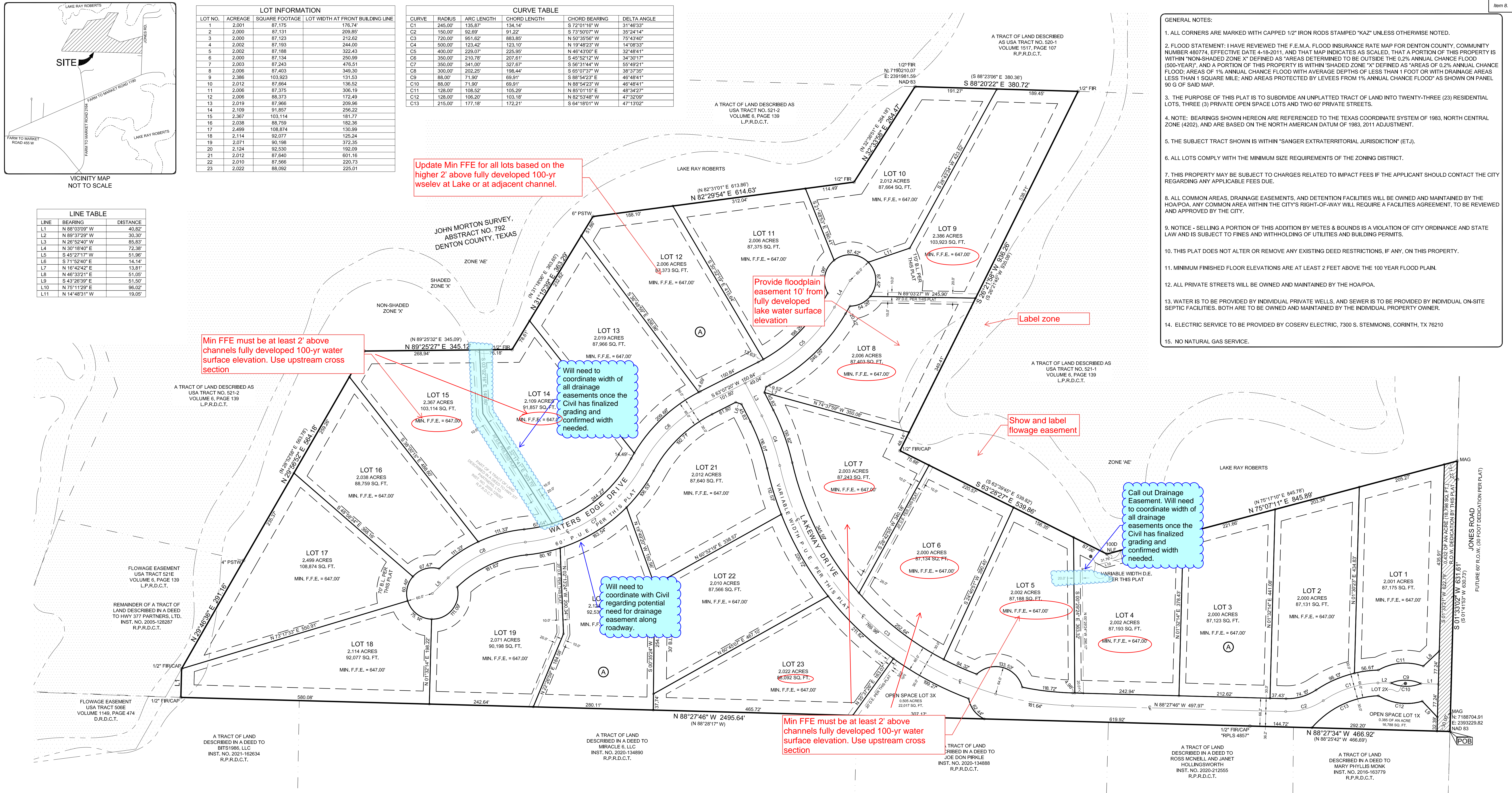
C-20

VICINITY MAP
NOT TO SCALE

LINE	BEARING	DISTANCE
L1	N 88°03'09" W	40.82'
L2	N 89°37'29" W	30.30'
L3	N 26°52'40" W	85.83'
L4	N 30°18'40" E	72.38'
L5	S 45°27'17" W	51.98'
L6	S 71°52'40" E	14.14'
L7	N 16°42'42" E	13.81'
L8	N 46°33'21" E	51.05'
L9	S 43°26'59" E	51.50'
L10	N 75°11'29" E	96.02'
L11	N 14°48'31" W	19.05'

LOT INFORMATION				
LOT NO.	ACREAGE	SQUARE FOOTAGE	LOT WIDTH AT FRONT BUILDING LINE	
1	2.001	87,175	176.74'	
2	2.000	87,131	209.85'	
3	2.000	87,123	212.62'	
4	2.002	87,193	244.00'	
5	2.002	87,188	322.43'	
6	2.000	87,134	250.99'	
7	2.003	87,243	476.51'	
8	2.006	87,403	349.30'	
9	2.386	103,923	131.53'	
10	2.012	87,664	136.52'	
11	2.006	87,375	306.19'	
12	2.006	88,373	172.49'	
13	2.019	87,965	209.96'	
14	2.109	91,857	256.22'	
15	2.367	103,114	181.77'	
16	2.038	88,759	182.36'	
17	2.499	108,874	130.99'	
18	2.114	92,077	125.24'	
19	2.071	90,198	372.35'	
20	2.124	92,530	192.09'	
21	2.012	87,640	601.16'	
22	2.010	87,566	220.73'	
23	2.022	88,092	225.01'	

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	DELTA ANGLE
C1	245.00'	135.87'	134.14'	S 72°01'16" W 31°48'33"
C2	150.00'	92.89'	91.22'	S 73°50'07" W 35°24'14"
C3	720.00'	951.62'	883.85'	N 50°35'56" W 75°43'40"
C4	500.00'	123.42'	123.10'	N 19°48'23" W 14°08'33"
C5	400.00'	229.07'	226.95'	N 46°43'00" E 32°48'41"
C6	350.00'	210.78'	207.61'	S 45°52'12" W 34°30'17"
C7	350.00'	341.00'	327.67'	S 56°31'44" W 55°49'21"
C8	300.00'	202.25'	198.44'	S 65°07'37" W 38°37'35"
C9	88.00'	71.90'	69.91'	S 88°54'23" E 46°48'41"
C10	88.00'	71.90'	69.91'	N 88°54'23" W 46°48'41"
C11	128.00'	108.52'	105.29'	N 85°01'15" E 48°34'27"
C12	128.00'	106.20'	103.18'	N 82°53'48" W 47°32'09"
C13	215.00'	177.18'	172.21'	S 64°18'01" W 47°13'02"

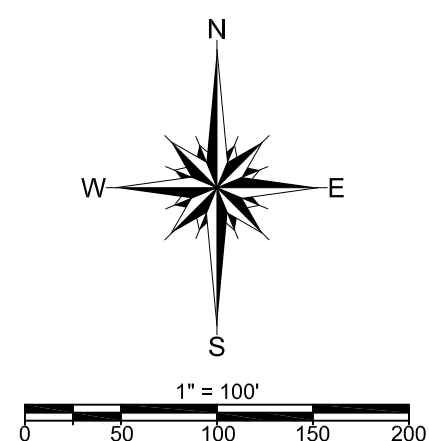


GENERAL NOTES:

- ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.
- FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, COMMUNITY NUMBER 480774, EFFECTIVE DATE 4-18-2011, AND THAT MAP INDICATES AS SCALED, THAT A PORTION OF THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR)", AND A PORTION OF THIS PROPERTY IS WITHIN "SHADED ZONE "X" DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD AREAS OF 1% ANNUAL CHANCE FLOOD AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD" AS SHOWN ON PANEL 90 G OF SAID MAP.
- THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE AN UNPLATTED TRACT OF LAND INTO TWENTY-THREE (23) RESIDENTIAL LOTS, THREE (3) PRIVATE OPEN SPACE LOTS AND TWO (2) PRIVATE STREETS.
- NOTE: BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
- THE SUBJECT TRACT SHOWN IS WITHIN "SANGER EXTRATERRITORIAL JURISDICTION" (ETJ).
- ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
- THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES IF THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
- ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY.
- NOTICE - SELLING A PORTION OF THIS ADDITION BY METES & BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THIS PLAT DOES NOT ALTER OR REMOVE ANY EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
- MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD PLAIN.
- ALL PRIVATE STREETS WILL BE OWNED AND MAINTAINED BY THE HOA/POA.
- WATER IS TO BE PROVIDED BY INDIVIDUAL PRIVATE WELLS, AND SEWER IS TO BE PROVIDED BY INDIVIDUAL ON-SITE SEPTIC FACILITIES. BOTH ARE TO BE OWNED AND MAINTAINED BY THE INDIVIDUAL PROPERTY OWNER.
- ELECTRIC SERVICE TO BE PROVIDED BY COSEV ELECTRIC, 7300 S. STEMMONS, CORINTH, TX 76210
- NO NATURAL GAS SERVICE.

LEGEND

R.O.W. = RIGHT-OF-WAY
 F.F.E. = FINISH FLOOR ELEVATION
 POB = POINT OF BEGINNING
 FIR = 1/2" IRON ROD FOUND
 FIR/CAP = CAPPED IRON ROD FOUND
 PSTW = WOOD POST
 NLF = NAIL FOUND
 MAG = MAG NAIL
 CAP/IRS = CAPPED IRON ROD SET
 R.P.R.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY TEXAS
 L.P.R.D.C.T. = LIES PENDENS RECORDS DENTON COUNTY TEXAS
 B.L. = BUILDING LINE
 P.U.E. = PRIVATE UTILITY EASEMENT
 D.E. = DRAINAGE EASEMENT
 N. = NORTHING
 E. = EASTING
 NAD 83 = NORTH AMERICAN DATUM OF 1983
 C. = CENTERLINE OF ROAD



SURVEYOR:

KAZ SURVEYING, INC.
 1720 WESTMINSTER STREET
 DENTON, TEXAS 76205
 PHONE: (840) 382-3446
 TBPLS FIRM #10002100

OWNER:

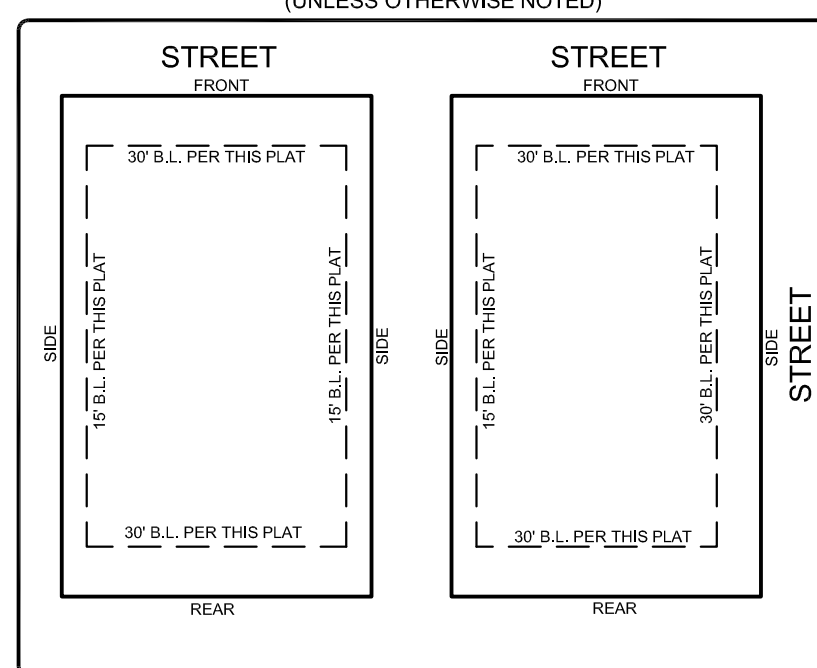
HWY 377 PARTNERS, LTD.
 611 SOUTH MAIN ST.
 GRAPEVINE, TEXAS 76051
 PHONE: (817) 416-4843
 CONTACT: GARY HAZLEWOOD

DEVELOPER:

WESTWOOD REAL ESTATE DEVELOPMENT
 1000 TEXAN TRAIL, SUITE 200
 GRAPEVINE, TEXAS 76051
 PHONE: (817) 442-0000
 CONTACT: CLINT BAKER

LAKE RAY ROBERTS LAND USE REGULATIONS
R-2 RESIDENTIAL ESTATE MEDIUM DENSITY DISTRICT

MIN. LOT AREA	2 ACRES/87,120 SQ. FT.
MIN. LOT WITH (@ FRONT BLDG. LINE)	125 FEET
MIN. LOT DEPTH	100 FEET
MIN. FRONT YARD	30 FEET
MIN. SIDE YARD	15 FEET/30 FEET FOR CORNER LOT ADJACENT TO STREETS
MIN. REAR YARD	30 FEET
MAX HEIGHT	35 FEET
REQUIRED PARKING	2 OFF-STREET PARKING SPACES PER DWELLING UNIT

STANDARD PROPOSED SET BACK LINES
(UNLESS OTHERWISE NOTED)

1720 WESTMINSTER
 DENTON, TX 76205
 (940)382-3446
 JOB NUMBER: 220318
 DRAWN BY: DJJ
 DATE: 03-15-2023
 R.P.I.S.
 KENNETH A. ZOLLINGER

FINAL PLAT
LOTS 1-23 & LOTS 1X - 3X, BLOCK A
PALOMINO BAY ADDITION
23 RESIDENTIAL LOTS, 3 OPEN SPACE
LOTS AND 5.638-ACRES OF
RIGHT-OF-WAY DEDICATION
 BEING 54.34 ACRES IN THE
 JOHN MORTON SURVEY, ABSTRACT NUMBER 792
 CITY OF SANGER EXTRATERRITORIAL JURISDICTION (ETJ),
 DENTON COUNTY, TEXAS



CITY COUNCIL COMMUNICATION

DATE: 05/01/2023

FROM: Alina Ciocan, Assistant City Manager

AGENDA ITEM: Consideration and possible action on authorizing staff to issue a Request for Proposal (RFP-2023-04) for broadband expansion.

SUMMARY:

- Over the last two years, the City received approximately \$2.1 million in ARP funds
- The City would like to allocate a portion of these funds to the expansion of broadband service in the community.

FISCAL INFORMATION:

Budgeted: -

Amount: -

GL Account: -

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

- RFP-2023-04

**SANGER TEXAS REQUEST FOR PROPOSAL
BROADBAND EXPANSION
RFP-2023-04**



SANGER TEXAS REQUEST FOR PROPOSAL PACKET

SECTION I:	NOTICE TO RESPONDENTS/LEGAL NOTICE
SECTION II:	TERMS AND CONDITIONS
SECTION III:	CONFLICT OF INTEREST QUESTIONNAIRE
SECTION IV:	SPECIFICATIONS AND CONDITIONS FOR RESPONSE
SECTION V:	SCOPE OF RESPONSE
SECTION VI:	HB1295/W-9
SECTION VII:	HB 89/HB 2252
EXHIBIT A	PROPOSED AGREEMENT



LEGAL NOTICE TO RESPONDENT

The City of Sanger will receive sealed responses until **12:00 P.M., JUNE 6, 2023** for Citywide Broadband Coverage Enhancement. Sealed responses must be addressed to the City Manager, City of Sanger 502 Elm Street, Sanger, Texas 76266. No electronic responses will be accepted. Sealed responses must be in the office of the City Secretary on or before **12:00 P.M., JUNE 6, 2023** in an envelope plainly marked “Response to RFP-2023-04 – Broadband Expansion”. Responses will be opened by the City Secretary, at **2:00 P.M., JUNE 6, 2023** at City Hall, 502 Elm Street, Sanger, TX 76266. The City of Sanger shall evaluate the responses based on all factors described herein. The City of Sanger reserves the right to refuse and reject any or all responses, waive any or all formalities or technicalities, and accept the response or portions of the response determined to be of the best value to the City of Sanger. Following applicable local, state, and federal procurement regulations, the Contract will be awarded to the Respondent who provides the best value to the City of Sanger.

TERMS AND CONDITIONS**THE CITY OF SANGER, TEXAS
TERMS AND CONDITIONS**

1. Responses must give full company name and address of the Respondent. Failure to manually sign response will disqualify response.
2. All Respondents must complete the "Conflict of Interest Questionnaire". Chapter 176 of the Texas Local Government code requires that any vendor or person conducting business or wishing to conduct business with a city complete the questionnaire. It must be filed with the City of Sanger City Secretary. It is a Class C misdemeanor offense if a person violates Section 176.006, Local Government Code. Any questions can be directed to the Texas Ethics Commission in Austin.
3. It is understood that The City of Sanger, Texas reserves the right to accept or reject any and/or all Responses for any or all products and/or services covered in a Request for Proposal and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of The City of Sanger.
4. All responses shall be submitted in hard copy paper form and shall be submitted in a sealed envelope, plainly marked on the outside with the response and name. A hard copy paper form submittal shall be signed by a person having the authority to bind the firm in a contract. Submittals shall be mailed, or hand delivered to the City of Sanger Secretary.
5. Sealed responses will be opened on the date set forth in the Notice to Respondent and/or the Legal Notice.
6. Any explanation, clarification, or interpretation desired by a respondent regarding any part of the response must be requested in writing from the Auditor's Office not less than five (5) business days before response closing. Interpretations, corrections, or changes to the response made in any other manner are not binding upon the City, and respondents shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. Request for explanations or clarifications may be e-mailed to jnoblitt@sangertexas.org. Any written information given to one respondent concerning a response will be furnished as an addendum to all respondents who have been issued a response.
7. Responses may be withdrawn before the due date for submission. Written notice of withdrawal shall be provided to the City Secretary's in hard copy. No response may be withdrawn after opening time without reasonable exception in writing and only after approval by the City of Sanger.
8. The requirement to furnish a Response Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in the Response Specifications.
9. If ownership of your firm should change during the term of this contract, the City of Sanger must be notified (*Novation*) in writing within ten (10) days and a new declaration of relationships submitted immediately to the City Secretary. Failure by the vendor to provide written notification of change of ownership may result in cancellation of the contract.
10. The City of Sanger is exempt from State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
11. Respondents are responsible for including all pertinent product data in the returned response package. Literature, brochures, data sheets, specification information, completed forms requested as part of the response package and any other facts which may affect the evaluation and subsequent contract award

should be included. Materials such as legal documents and contractual agreements, which the respondent wishes to include as a condition of the response, must also be in the returned response package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire Response.

12. The response will be awarded based upon the criteria set forth in this Request and in the best interest of the City of Sanger. Contracts may be awarded to more than one respondent if it is in the best interest of the City of Sanger.
13. All respondents will comply with all Federal, State, and local laws relative to conducting business in the City of Sanger including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this response, its award, and any contract entered into.
14. The successful respondent agrees, by entering into this contract, to defend, indemnify and hold the City of Sanger harmless from any and all courses of action of claims of damages arising out of or related to respondent's performance under this contract.
15. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the City of Sanger.
16. Successful Respondent shall submit separate invoices, in duplicate, on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to the City of Sanger, Accounts Payable, 502 Elm Street, Texas 76266.
17. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the response invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
18. Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.
19. Respondent and respondent's insurance carrier waive any and all rights whatsoever with regard to subrogation against the City of Sanger as an indirect party to any suit arising out of personal or property damages resulting from respondent's performance under this agreement.
20. **Insurance.** The successful Respondent shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

A. Workers' Compensation and Employers' Liability:

- | | |
|---------------------------|---------------------------------|
| i. State of Texas: | \$1,000,000 Each Accident |
| ii. Employer's Liability: | \$100,000 Each Accident |
| | \$500,000 Disease-Policy Limit |
| | \$100,000 Disease-Each Employee |

iii. Waiver of Subrogation

B. Commercial General Liability:

- i. Bodily Injury & Property Damage

General Aggregate Limit:	\$1,000,000
ii. Personal & Advertising Injury Limit	\$500,000
iii. Each Occurrence Limit	\$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits:

i. Bodily Injury & Property Damage	
Combined Single Limit:	\$1,000,000
ii. Medical Payments:	\$ 5,000 Per Person
iii. Uninsured/Underinsured Motorist	\$100,000

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the City Secretary. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger Tx 76266

21. **Performance and Payment Bond.** Texas Local Government Code Chapter 252, as amended, provides that for any contract for the construction of public works, a respondent must execute a bond that is: (a) in the full amount of the contract price, and (b) conditioned that the contractor will faithfully perform the contract; and (c) executed, in accordance with Texas Government Code Ch. 2253, as amended, by a surety company authorized to do business in the state. Texas Government Code Ch. 2253, as amended, provides that a payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. A performance bond is required if the contract is in excess of \$100,000 and is to be made for the full amount of the contract. The bonds are to be executed and delivered to the City **prior to being recommended for award of the Contract**. The bonds must be executed by a corporate surety or sureties authorized to do business in the state of Texas.
22. Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City Manager for the City of Sanger. authorized to do so by the Sanger City Council. Addenda will be mailed to all who are known to have received a copy of the specifications. Respondents shall acknowledge receipt of all addenda.

SIGNATURE PAGE

Item 9.

I hereby certify that the items offered meet all of the requirements of the response conditions and specifications and I hereby accept the provisions of the terms and conditions included in the response specifications.

Respectfully submitted:

Legal Name of Respondent

Authorized Representative Signature

Print or Type Authorized Representative's Name and Title

Complete Mailing Address (for Correspondence)	City	State	Zip Code
---	------	-------	----------

Complete Remittance Address (if different from above)	City	State	Zip Code
---	------	-------	----------

Telephone Number	Fax Number
------------------	------------

Authorized Representative's Email Address

Federal ID Number (Respondent or Corporation) or Social Security Number (Individual)

The City of Sanger does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

**OFFICE USE
ONLY**

Date Received

1. Name of person doing business 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 September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4. Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity**5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date

SECTION IV:
SPECIFICATIONS AND CONDITIONS FOR RESPONSE

THE CITY OF SANGER, TEXAS
SPECIFICATIONS AND CONDITIONS FOR RESPONSE

PROPOSAL CONTENT: Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the Request for Proposal. The Respondent's proposal should include all of the information that the Respondent considers pertinent to its qualifications for the project, and which respond to the Scope of Work contained herein. The proposal should, at a minimum, include:

1. The Respondent's headquarters, nearest offices, applicable phone, facsimile numbers, email addresses of designated points of contact, and any other pertinent information relative to the size and organizational structure of the Respondent's company.
2. A brief narrative of the Respondent's history as an organization, including any previous names and/or acquisitions
3. A written narrative describing the Respondent's intention to provide services in response to the requirements contained herein. It must be clear from the proposal that the Respondent has adequate personnel, knowledge, and capabilities to satisfy the stated needs. The narrative should clearly identify any proposed services the Respondent believes could be productive for achieving the City's goals for this project. Further, the narrative should also include any proposed funding strategies for the implementation of the proposed solution(s).
4. The Respondent's availability for the commencement of work for this project and a detailed timeline for the implementation of proposed solutions.
5. The itemized costs for any products, solutions, equipment, installations, or other anticipated expenses, where possible.
6. Three (3) references including a point of contact, position within the organization, the organization name, phone number, email address, and a description of the project or service performed for the organization. Preference will be given to local government organizations, but other entities may be submitted as references as appropriate.

PROPOSALS REQUESTED:

The City of Sanger is seeking TWO (2) proposals from qualified firms to enhance upon existing infrastructure and capacity for connectivity, and short and long-term implementation strategies for an improved broadband network in The City of Sanger. Respondents may respond to either or both of the TWO (2) proposals requests. To the extent that improvements can be broken down by geographical areas, please indicate as such.

Proposal Request A: Assuming a city-match at the following levels: \$250,000, \$500,000, \$1,000,000, provide a tactical specified plan for serving current UNSERVED households. Explain and detail the plan, methodology and timing, at each funding level.

Proposal Request B: Assuming a city-match at the following levels: \$250,000, \$500,000, \$1,000,000, provide a tactical specified plan for serving current UNDERSERVED households. Explain and detail the plan, methodology and timing, at each funding level.

Definitions: **UNSERVED households** mean those households who do not currently have access to reliable broadband speeds of at least 25/3 megabits per second (Mbps). **UNDERSERVED households** mean those households who do not currently have access to reliable broadband speeds of at least 100/20 Mbps.

LIST OF EXCEPTIONS: The Respondent shall attach to the response a list of any exceptions to the specifications or requirements, on a point-by-point basis.

ANTICIPATED TERM OF CONTRACT: The anticipated term for the proposed contract is for the duration of the project unless otherwise stated.

EVALUATION AND CRITERIA: The Respondent selected will be the Respondent whose qualifications and proposal, as presented in the response to the Request for Proposal, represent the best value to the City of Sanger. Submissions may be evaluated by the City of Sanger and/or Staff. The criteria for evaluation and selection of the successful Respondent(s) for this award will be based on factors listed herein. Following the initial review and screening of all proposals, one or more Respondents may be invited to participate in an oral interview or presentation of their proposal. These interviews or presentations provide an opportunity for the City of Sanger staff to ask additional questions and the Respondent to clarify the proposal to ensure material understanding. Thereafter, staff will make a recommendation regarding an award of Contract to The City of Sanger City Council who will make the final decision. However, the City reserves the right to recommend the award of a Contract without conducting interviews. In determining whether and to whom to award a contract, the City of Sanger will base its selection on a point system to evaluate the responses and will consider the following:

SELECTION CRITERIA WEIGHTED VALUE: Each of the TWO (2) proposal requests above will independently be scored at each funding level based upon the following criteria and possible points.

Expanding Service to Requested Households	500
Ability to increase service to unserved/underserved households at funding level	
Resiliency of Proposed Deployment	200
Reliability and capacity to handle expanded service area	
Reputation, Stability, and References of the responding entity	200
Partnership Exploration	100
Leveraging partnerships with existing infrastructure providers	
Total Points Possible	1000

Respondents shall include with the proposal all information and qualifications to allow the staff of City of Sanger to evaluate the proposal in accordance with this section and the evaluation criteria listed here. The City of Sanger reserves the right to request additional post-proposal information from any or all Respondents to assist in evaluating the proposal based on the selection criteria. The City of Sanger reserves the right to reject any or all proposals. The City of Sanger reserves the right to waive any or all irregularities in proposals.

AWARD OF CONTRACT: The successful Respondent shall enter into an Agreement with The City of Sanger, subject to negotiations. The responses to this Request for Proposal may be shared with other entities seeking a similar project. Redacted or confidential information will only be shared with the express written permission of the Respondent. **The Proposed Contact is attached this RFP as Exhibit A.**

RIGHT TO REJECT/AWARD: The City of Sanger reserves the right to reject any or all responses, to waive any or all formalities or technicalities, and to make such awards of a contract to the Respondent of best value. City may, by written notice to the Respondent, reject any solicitation after it is determined by the City of Sanger that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to an officer, employee, or member of the governing body to secure a contract or to secure favorable treatment with respect to the award or amendment of the Request for Proposal.

RESTRICTIONS ON COMMUNICATION: Other than formal avenues outline above, Respondent(s) are prohibited from communicating with: 1) the City of Sanger City Council regarding the Request for Proposal or proposals from the time the Request for Proposal has been released until the contract is posted as an agenda item, and 2) City employees from the time the Request for Proposal has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of the Request for Proposal or proposal submitted by Respondent. Violation of this provision by Respondent or its agent may lead to disqualification of Respondent’s proposal from consideration.

SOLICITATION COSTS: Issuance of this Request for Proposal does not commit the City of Sanger, in any way, to pay any costs incurred in the preparation and submission of a response. All costs related to the preparation and submission of this Request for Proposal shall be borne by the Respondent.

EQUAL EMPLOYMENT OPPORTUNITY: Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws. **INDEPENDENT CONTRACTOR** It is expressly understood and agreed by both parties hereto that the City of Sanger is contracting with the successful Respondent as an independent contractor. The parties hereto understand and agree that the City of Sanger shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Respondent under this contract and that the successful Respondent has no authority to bind The City of Sanger. Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of any awarded contract shall be employees of The City of Sanger. The method and manner of performance of such undertakings shall be under the exclusive control of the Respondent on contract. The City of Sanger shall have the right of inspection of said undertakings at any time.

WARRANTIES: Respondents shall furnish all data pertinent to warranties or guarantees which may apply to items in the response. The Respondent shall warrant that any equipment furnished, or work performed shall be free from defects in design, materials, workmanship, and will give successful service under the specified operating conditions. Furthermore, the Respondent agrees, upon notice from the City of Sanger to make good all defects in design, materials, or performance developing in the materials or equipment under its intended use for at least twelve (12) months from the date of installation and initial operation, or the manufacturer’s warranty whichever is a greater length of time. If the equipment must be returned to the factory under warranty, the Respondent shall be responsible for delivery charges both to and from the factory.

INDEMNIFICATION TO THE FULLEST EXTENT PERMITTED BY LAW, THE RESPONDENT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF SANGER AND EACH COMMISSIONERS COURT MEMBER, OFFICER, EMPLOYEE OR AGENT THEREOF (THE CITY OF SANGER AND ANY SUCH PERSON BEING HEREIN CALLED AN “INDEMNIFIED PARTY”), FOR, FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES AND COURT COSTS) TO WHICH ANY

SUCH INDEMNIFIED PARTY MAY BECOME SUBJECT, UNDER ANY THEORY OF LIABILITY WHATSOEVER (“CLAIMS”), INsofar AS SUCH CLAIMS (OR ACTIONS IN RESPECT THEREOF) RELATE TO, ARISE OUT OF, OR ARE CAUSED BY THE GOODS OR SERVICES PROVIDED BY THE RESPONDENT, ITS OFFICERS, EMPLOYEES, 10 AGENTS, OR ANY TIER OF SUBCONTRACTOR IN THE PERFORMANCE OF THIS AGREEMENT.

CONFIDENTIAL INFORMATION: Any information deemed to be confidential or proprietary by the respondent should be clearly annotated on the pages where confidential or proprietary information is contained. The City of Sanger cannot guarantee that it will not be required to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential or proprietary by the responder may not be confidential or proprietary under Texas Law, or pursuant to a Court order. If the Respondent has requested in writing the nondisclosure of trade secrets and other proprietary data so identified, the City Manager or his designee shall examine the request in the submission to determine its validity. If the information so identified is determined to meet the exceptions of the Public Information Act, the City of Sanger will make all reasonable efforts to withhold such material from public disclosure, including forwarding the information to the Attorney General for decisions related to any written requests for information. The decision about whether the information is protected by an exemption of the Public Information Act will be final. Information contained in proposals not awarded a contract is not open to public inspection until award and will not be revealed to other Respondents until after award of the contract. According to SB 943, The City of Sanger must disclose certain contracting information and the law presumes that most contracting information is public. Certain types of contracting information must generally be released under the Public Information Act: overall price; price and description of items or services to be delivered; delivery and service deadlines; remedies for breach of contract; the identity of the parties to the Contract; execution and effective dates; and information connected to a vendor or contractor’s performance on the contract. Additionally, information regarding performance under the Contract, including breaches of the Contract, Contract variances, amendments, liquidated damages, and other penalties for nonperformance, must generally be released under the Public Information Act. Should the successful Respondent be awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful Respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances, and regulations of The City of Sanger, and any applicable federal laws and regulations relating to confidentiality.

JURISDICTION AND VENUE: Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any or all obligations and payments are due and performable and payable in The City of Sanger, Texas. The parties agree that the exclusive venue for purposes of any or all lawsuits, cause of action, arbitration, or any other dispute(s) shall be in Denton County, Texas.

SECTION VI: HB1295/W-9

1. The Texas Legislature passed House Bill 1295 that went into effect January 1, 2016. It requires contracts that are approved by municipalities to have a notarized ethics statement submitted to the City. Here is the link to the website with the video explaining how to do this.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Please submit your completed and notarized form with your response packet.

2. Please submits a copy of a W-9 for your company with your response packet.

SECTION VII: VERIFICATION

Item 9.

I, _____ (Person name), the undersigned
representative of _____ (Company or Business name)

_____ (hereafter referred to as Company) **being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above:**

1. Shall not boycott Israel at any time while providing products or services to the City. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
2. Shall not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
3. Shall not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
4. A person or business that contracts with or who seeks to contract with the City shall not do business with Iran, Sudan, or a foreign terrorist.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE _____ day of _____, 20____, personally appeared
_____, the above-named person, who after by me being duly sworn, did swear
and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

EXHIBIT A

BROADBAND EXPANSION AGREEMENT

This Agreement for Broadband Expansion (this "Agreement") is made and entered into by and between the City of Sanger Texas, a home-rule Texas Municipal Corporation ("the City") and _____, a Texas Limited Liability Corporation ("Contractor"), a Texas Limited Liability Corporation located at _____ (collectively, "the Parties").

WITNESSETH:

WHEREAS, the City seeks to expand the availability of access to broadband internet for the benefit of the citizens of the City of Sanger; and

WHEREAS, the City has received a proposal from _____ LLC to expand the availability of broadband internet; and

WHEREAS, the City has selected the bid from _____ LLC as the best proposal for the expansion of broadband internet;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall be bound by the terms and conditions described in the Request for Proposal issued by the City attached hereto and incorporated herein by reference as Exhibit A and Contractor's response ("the Proposal" i.e. _____) attached hereto and incorporated herein by reference as Exhibit B. (Exhibit A & B collectively referred to as "the Broadband Expansion").

2. Commencement of the Renovations. Contractor shall begin immediately upon receipt of a fully executed copy of this Agreement and the receipt of a Notice to Proceed from the City of Sanger.

3. Compensation. In consideration for the Renovations performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto and incorporated herein as Exhibit "B", provided that the total amount for the renovations under this Agreement shall not exceed _____ Dollars (\$_____). The City shall pay properly invoiced amounts for the Renovation

performed, except where the City has raised an objection to the invoice.

4. **WARRANTY AND DEGREE OF CARE.** CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

5. **Confidentiality and Ownership of Documents.** Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of the Renovations and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.

6. **Insurance.** Contractor shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00) and additional coverage sufficient to cover the Renovations being provided under this Agreement as determined by the City. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

INDEMNIFICATION. CONTRACTOR SHALL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CAUSES OF ACTION, FINES, JUDGMENTS, LOSSES, CLAIMS, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, JOINT OR SEVERAL, WHETHER THEY BE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER TYPE OF CLAIM, WHICH MAY BE ASSERTED AGAINST ANY OF THEM ARISING OUT OF OR RELATED TO (I) ANY ACTION BY CONTRACTOR OR ITS AGENTS IN THE CARRYING OUT OF THE SERVICES DURING THE TERM OF THIS AGREEMENT; (II) THE NEGLIGENCE OR WILLFUL OR

WANTON MISCONDUCT OF CONTRACTOR OR ITS AGENTS; (III) ANY VIOLATION OF ANY REQUIREMENT APPLICABLE TO CONTRACTOR OR ITS AGENTS UNDER ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION, (IV) THE FAILURE OF CONTRACTOR TO PERFORM SPECIFIED DUTIES UNDER THIS AGREEMENT, OR (V) THE BREACH OF THIS AGREEMENT BY CONTRACTOR, EXCEPT IN EACH CASE TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF THE CITY. OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT AND WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. Termination. Either Party may terminate this Agreement by providing sixty (60) days written notice to the other Party.

8. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

9. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements. Contract shall also require its subcontractor to provide the same certification to the City.

10. No Third Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

11. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction Denton County, Texas.

12. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

13. Notices/Insurance/Bonds. All notices, bonds, consents, demands, insurance, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Sanger
 Attention: City Manager
 P.O. Box 1729
 Sanger, TX 76266

With courtesy email copy to jnoblitt@sangertexas.org

In case of Contractor, to:

_____ LLC
 521 S. Loop 288 - Suite 125
 Denton, TX 76201

With courtesy copy email to: _____

Insurance. The successful Respondent shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

A. Workers' Compensation and Employers' Liability:

- | | |
|---------------------------|---------------------------------|
| i. State of Texas: | \$1,000,000 Each Accident |
| ii. Employer's Liability: | \$100,000 Each Accident |
| | \$500,000 Disease-Policy Limit |
| | \$100,000 Disease-Each Employee |

iii. Waiver of Subrogation

B. Commercial General Liability:

- | | |
|---|-------------|
| i. Bodily Injury & Property Damage | |
| General Aggregate Limit: | \$1,000,000 |
| ii. Personal & Advertising Injury Limit | \$500,000 |
| iii. Each Occurrence Limit | \$1,000,000 |

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits:

- | | |
|--------------------------------------|---------------------|
| i. Bodily Injury & Property Damage | |
| Combined Single Limit: | \$1,000,000 |
| ii. Medical Payments: | \$ 5,000 Per Person |
| iii. Uninsured/Underinsured Motorist | \$100,000 |

Prior to the execution of any awarded contract by the City, the successful Proposer shall forward Certificates of Insurance to the City Secretary. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger Tx 76266

Performance and Payment Bond. Texas Local Government Code Chapter 252, as amended, provides that for any contract for the construction of public works, Contractor **must** execute a bond that is: (a) in the full amount of the contract price, and (b) conditioned that the contractor will faithfully perform the contract; and (c) executed, in accordance with Texas Government Code Ch. 2253, as amended, by a surety company authorized to do business in the state. Texas Government Code Ch. 2253, as amended, provides that a payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. A performance bond is required if the contract is in excess of \$100,000 and is to be made for the full amount of the contract. The bonds are to be executed and delivered to the City **prior to being recommended for award of the Contract**. The bonds must be executed by a corporate surety or sureties authorized to do business in the state of Texas.

Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. In the event of a dispute under this agreement, the applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Agreement; (2) the Request for Proposal; (3) the Response to the Request for Proposal from the Contractor.

14. **Amendment.** No amendment to this Agreement shall be effective unless in writing

signed by both parties.

15. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the renovations to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the _____ day of _____, 202_ (“the Effective Date”).

CONTRACTOR:

_____ LLC

By: _____

Name: _____

Title: _____

THE CITY OF SANGER

By: _____

Name: _____

Title: _____

Approved as to Form

Hugh Coleman
City Attorney
City of Sanger

Attest:

By: City Secretary

EXHIBIT LIST:

EXHIBIT “A” – City of Sanger Request for Proposal 2023- 002

EXHIBIT “B” – _____ LLC Response to Request for Proposal
2023- 002



Chris Felan
Vice President
Rates & Regulatory Affairs

March 27, 2023

City Official

Re: Rider GCR - Rate Filing under Docket No. 10170

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the April 2023 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Chris Felan".

Chris Felan
Vice President, Rates and Regulatory Affairs
Atmos Energy, Mid-Tex Division

Attachment

ATMOS ENERGY CORPORATION
MID-TEX DIVISION
STATEMENT OF RIDER GCR
April, 2023
PREPARED IN ACCORDANCE WITH
GAS UTILITIES DOCKET NO. 10170

Part (a) - Mid-Tex Commodity Costs

Line	(a)	(b)			
1	Estimated Gas Cost per Unit:	\$0.17289			
2	Estimated City Gate Deliveries:	84,227,890			
3	Estimated Gas Cost:	\$14,562,160			
4	Lost and Unaccounted For Gas %	2.5932%			
5	Estimated Lost and Unaccounted for Gas	\$377,626			
6	Total Estimated City Gate Gas Cost:	\$14,939,786			
7	Estimated Sales Volume:	119,514,770			
8	Estimated Gas Cost Factor - (EGCF)	0.12500			
9	Reconciliation Factor - (RF):	0.00594			
10	Taxes (TXS):	0.00000			
11	Adjustment - (ADJ):	0.00000			
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.13094 per Ccf	Btu Factor 0.1024	Per MMBtu \$1.2787	

Part (b) - Pipeline Services Costs

Line	(a)	(b)	(c)	(d)	(e)
			Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service Rate T - Transportation ¹
	<u>Fixed Costs</u>				
13	Fixed Costs Allocation Factors [Set by GUD 10170]	100.0000%	64.3027%	30.5476%	5.1497%
14	a. Current Month Fixed Costs of Pipeline Services	\$49,255,837	31,672,833	15,046,476	2,536,528
15	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
16	Net Fixed Costs	\$49,255,837	\$31,672,833	\$15,046,476	\$2,536,528
	<u>Commodity Costs</u>				
17	a. Estimated Commodity Cost of Pipeline Services	(\$823,941)	(633,289)	(261,297)	70,645
18	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
19	Net Commodity Cost of Pipeline Services	(\$823,941)	(\$633,289)	(\$261,297)	\$70,645
20	Total Estimated Pipeline Costs (Line 16 + Line 19)	\$48,431,896	\$31,039,544	\$14,785,179	\$2,607,173
21	Estimated Billed Volumes		67,565,540 Ccf	45,941,610 Ccf	4,912,060 MMBtu
22	Pipeline Cost Factor (PCF) [Line 20 / Line 21] (Taxable)		0.45940 Ccf	0.32180 Ccf	\$0.5308 MMBtu
23	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)		0.13094 Ccf	0.13094 Ccf	\$1.2787 MMBtu
24	Rider GCR		0.59034 Ccf	0.45274 Ccf	Rate I - \$1.8095 MMBtu
25					Rate T - \$0.5308 MMBtu

¹ Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1024 is used to convert from Ccf.