

# **CITY COUNCIL MEETING AGENDA**

**JULY 17, 2023, 6:00 PM**

**CITY COUNCIL REGULAR MEETING**

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



## **CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM**

### **DISCUSSION ITEMS**

1. Presentation and discussion regarding the City of Sanger's 2023-2024 Annual Budget.

### **OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

### **ADJOURN THE WORK SESSION**

**The Regular Meeting will begin following the Work Session  
but not earlier than 7:00 p.m.**

## **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.*

2. Oath of Office and Pinning of Interim Police Chief Tyson Cheek.

## REPORTS

*Staff Reports are for discussion only. No action may be taken on items listed under this portion of the agenda.*

3. Sanger Area Chamber of Commerce update.
4. Update on the City of Sanger Trash-off event on October 7, 2023.

## 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.*

5. Consideration and possible action on the minutes from the July 3, 2023, meeting.
6. Consideration and possible action on change order No. 5 in the amount of \$12,071.75 for Primoris Distribution Services regarding the FM 455 Project and authorizing the City Manager to execute said change order.

## PUBLIC HEARING ITEMS

7. Conduct a public hearing on a request for a variance from Chapter 3 Building Regulations – Article 3.1407.b.1.D to allow a pole sign to be installed in the 1600 block of W. Chapman Dr., and from Article 3.1407.b.1.A for a maximum height of 20 feet and allow for a height of 30 feet and the maximum square footage of 80 feet per side and allow for the maximum square footage of 100 feet per side. The proposed sign will be located at 1604 W. Chapman.

## ACTION ITEMS

8. Consideration and possible action on a request for a variance from Chapter 3 Building Regulations – Article 3.1407.b.1.D to allow a pole sign to be installed in the 1600 block of W. Chapman Dr., and from Article 3.1407.b.1.A for a maximum height of 20 feet and allow for a height of 30 feet and the maximum square footage of 80 feet per side and allow for the maximum square footage of 100 feet per side. The proposed sign will be located at 1604 W. Chapman.
9. Consideration and possible action on a real estate sales contract on 400 square feet of easement for an underground drainage pipe from the property described as IESI Industrial Park Lot 1 owned by the City of Sanger and generally located on the north side of Utility Road approximately 1852 feet from the intersection of N. Stemmons and Utility Road, and authorize the Mayor to execute said contract.

- [10.](#) Consideration and possible action on a request for the Replat of Lot 2, of the IESI Industrial Park, being 2.993 acres located within the City of Sanger, and generally located along the north side of Utility Road approximately 1464 feet east of the intersection of North Stemmons Frwy and Utility Road.
- [11.](#) Consideration and possible action of Ordinance 07-13-23, authorizing and ordering the issuance of City of Sanger Texas Certificates of Obligation, Series 2023B; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; awarding the sale thereof and making other provisions regarding such certificates, including use of the proceeds thereof; and matters incident thereto.
- [12.](#) Consideration and possible action of Ordinance 07-14-23, authorizing and ordering the issuance of City of Sanger Texas Certificates of Obligation, Taxable Series 2023C; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; awarding the sale thereof; and making other provisions regarding such certificates, including use of the proceeds thereof; and matters incident thereto.
- [13.](#) Consideration and possible action on selecting conceptual graphic design elements for the IH-35 corridor.
- [14.](#) Consideration and possible action on Resolution 2023-12 to ratify approval of a contract for the emergency repair of water well No. 8; making findings of an emergency exempting the contract from the requirements of competitive bidding under Chapter 252 of the Texas Local Government Code; and authorize City Manager to execute said contract.
- [15.](#) Consideration and possible action on authorizing staff to issue an RFP for relocating the electric utilities associated with the IH-35 expansion project.

## **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.*

- [16.](#) Atmos - Update Corporation's Conservation and Energy Efficiency Tariff 06-26-2023
- [17.](#) Atmos - Rider GCR Filing Docket No. 10170 06-23-2023

## **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 July 12, 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:** July 07, 2023

**FROM:** Kelly Edwards, City Secretary

**AGENDA ITEM:** Consideration and possible action on the minutes from the July 3, 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 July 3, 2023, meeting.

**ATTACHMENTS:**

City Council minutes

# CITY COUNCIL

## MEETING MINUTES

**JULY 03, 2023, 6:00 PM**



**CITY COUNCIL REGULAR MEETING**  
**HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS**

### **CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM**

Mayor Muir called the work session to order at 6:00 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

### **COUNCILMEMBERS ABSENT**

Councilmember, Place 5	Victor Gann
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### **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Finance Director Clayton Gray, Director of Development Services Ramie Hammonds, Parks & Recreation Superintendent Ryan Nolting, Municipal Court Administrator Christy Dyer, Assistant Fire Chief Casey Welborn, Interim Electric Director Ronnie Grace, Director of Public Works Jim Bolz, Library Director Laura Klenke, and Police Lieutenant Justin Lewis.

### **DISCUSSION ITEMS**

1. Presentation and discussion regarding the City of Sanger's 2023-2024 Annual Budget.

Director Gray provided a presentation and overview of the proposed budget for the General Revenues Fund and General Fund Expenditures.

Discussion ensued regarding the timeline and organization of the budget, public hearing meeting dates, Truth and Taxation language, legislative action regarding property taxes, grants to increase the number of Fire personnel, and future debt.

## **OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

No discussion.

## **ADJOURN THE WORK SESSION**

There being no further business, Mayor Muir adjourned the work session at 6:57 p.m.

## **CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM**

Mayor Muir called the regular meeting to order at 7:06 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

## **COUNCILMEMBERS ABSENT**

Councilmember, Place 5	Victor Gann
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## **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Finance Director Clayton Gray, Director of Development Services Ramie Hammonds, Parks & Recreation Superintendent Ryan Nolting, Assistant Fire Chief Casey Welborn, Interim Electric Director Ronnie Grace, Director of Public Works Jim Bolz, and Police Lieutenant Justin Lewis.

## **INVOCATION AND PLEDGE**

Councilmember Bilyeu gave the Invocation. The Pledge of Allegiance was led by Councilmember Chick.

## **CITIZENS COMMENTS**

No one addressed the Council.

## REPORTS

2. Construction update from DEC Engineering (Dannenbaum) regarding the IH-35 / FM 455 Expansion Project.

Rodney Prince stated that all the utilities had been moved for the project, that TxDOT (Webber) has not shared any construction timeline details with DEC, and that they are collecting all the necessary documents to submit to TxDOT for reimbursement.

3. Report on the street rehabilitation program.

Director Bolz provided a presentation and overview of the program providing a schedule of streets to be repaired through Fiscal Year 2028.

Discussion ensued regarding combining projects to control mobilization costs and a proposed Street Utility Maintenance Program (SUMP) for future repairs.

## CONSENT AGENDA

4. Consideration and possible action on the minutes from the June 20, 2023, meeting.
5. Consideration and possible action on Ordinance No. 07-12-23, amending the budget for the 2022-2023 fiscal year and authorizing amended expenditures as provided; providing for the repeal of all ordinances in conflict; providing a cumulative clause; providing for a severability clause; and providing a savings clause; an establishing an effective date.
6. Consideration and possible action on a contract with Antero Group to conduct the housing study and authorize the City Manager to execute said contract.
7. Consideration and possible action on a Standard Utility Agreement with TXDOT for the relocation of Electric utilities for the I-35 Expansion project, including the reimbursing expenses spent and authorizing the City Manager to execute the agreement and all necessary documents.

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

Voting Yea: Councilmember Bilyeu and Councilmember Chick.

Motion passed unanimously.

## ACTION ITEMS

8. Consideration and possible action on Resolution 2023-10, Appointing and Reappointing members to the 4A Industrial Development Corporation; 4B Development Corporation; Board of Adjustment; Library Board; and the Planning and Zoning Commission.

Mayor Muir provided an overview of the item.

Discussion ensued regarding the number of applications received.

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

Voting Yea: Councilmember Bilyeu and Councilmember Chick.

Motion passed unanimously.

9. Consideration and possible action on Change Order No. 1 in the amount of \$31,574.00 with Spartan for Ladder Truck and authorize the City Manager to execute said Change Order No. 1.

Assistant Fire Chief Welborn provided an overview of the item.

Discussion ensued regarding the change order customizing the truck for the City's needs.

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

Voting Yea: Councilmember Barrett and Councilmember Dillon.

Motion passed unanimously.

10. Consideration and possible action on a contract with Reynolds Asphalt & Construction Co. to perform pavement resurfacing services in an amount not to exceed \$466,788.00, and authorize the Mayor or City Manager to execute said contract.

Director Bolz provided an overview of the item.

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

Voting Yea: Councilmember Barrett and Councilmember Chick.

Motion passed unanimously.

11. Consideration and possible action on the purchase and installation of backup generators at critical facilities in the amount of \$717,351.00 from Clifford Power Systems.

Director Bolz provided an overview of the item.

Discussion ensued regarding the natural gas and diesel selections being based on the location and that the cost is the total cost, including the labor for installation.

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

Voting Yea: Councilmember Barrett and Councilmember Bilyeu.

Motion passed unanimously.

12. Consideration and possible action to reject the bid response for broadband expansion (RFP-2023-04).

Assistant City Manager Ciocan provided an overview of the item.

Discussion ensued regarding the reallocation of the ARP funds for other qualifying projects.

Motion to reject the bid made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

Voting Yea: Councilmember Chick and Councilmember Dillon.

Motion passed unanimously.

## **FUTURE AGENDA ITEMS**

Councilmember Chick requested a future discussion regarding staffing levels and turnover.

Councilmember Bilyeu requested an update on the City's electrical needs and long-term capital expenditures.

Councilmember Dillon requested a list of capital projects and development projects that have been approved and the status of those projects.

## **INFORMATIONAL ITEMS**

13. Disbursements Report May 2023

14. Financial Statements March 2023 and April 2023

## **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 legal (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- Municipal Utility District No. 12 (MUD 12)

Council convened into executive session at 8:28 p.m.

## **RECONVENE INTO REGULAR SESSION**

Council reconvened into open session at 9:40 p.m.

Motion made by Councilmember Bilyeu, Seconded by Councilmember Chick, authorizing the City Manager and City Attorney to take any necessary action as discussed in Executive Session.

Voting Yea: Councilmember Barrett and Councilmember Dillon.

Motion passed unanimously.

## **ADJOURN**

There being no further business, Mayor Muir adjourned the meeting at 9:40 p.m.

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Thomas E. Muir, Mayor

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Kelly Edwards, City Secretary



## CITY COUNCIL COMMUNICATION

**DATE:** July 17, 2023

**FROM:** Ronnie Grace, Interim Director of Electric

**AGENDA ITEM:** Consideration and possible action on change order No. 5 in the amount of \$12,071.75 for Primoris Distribution Services regarding the FM 455 Project and authorizing the City Manager to execute said change order.

**SUMMARY:**

- The timing was critical for moving the capacitor banks by June 30, 2023, for Webber (TXDOT FM 455 expansion).
- The relocation of the capacitor banks was necessary to meet ERCOTs requirement for the City's power factor.

**FISCAL INFORMATION:**

Budgeted: No                      Amount: \$12,071.75                      GL Account: 840-58-6526.2

- Original Contract Amount                      \$ 1,060,274.44
- Up-to-date Contract Amount                      \$ 1,184,157.58
  - Change Order No. 1                      \$ 7,000.00
  - Change Order No. 2                      \$ 4,460.00
  - Change Order No. 3                      \$ 10,139.85
  - Change Order No. 4                      \$ 102,283.29

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval.

**ATTACHMENTS:**

Change Order No. 5





## CHANGE ORDER REQUEST

<b>Initiated By:</b> <input checked="" type="checkbox"/> Customer <input type="checkbox"/> Primoris T&D <input type="checkbox"/> Subcontractor		<b>Initiation Date:</b> 6/22/2023	<b>Change Order Request #</b> 005
<b>Project:</b> FM 455 Road Widening			

<b>Customer:</b>	<b>City of Sanger</b>	<b>Project #:</b> FM 455 Road Widening	<b>Subcontract No.</b> N/A
		<b>Worksite Location</b>	Various Locations

<b>Type of Change Order:</b> <input checked="" type="checkbox"/> Scope Change <input type="checkbox"/> Differing Site Condition		<input type="checkbox"/> Schedule Change <input type="checkbox"/> Other:
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**Description Of Change:**

Capacitor bank 1 – crew to remove from WL 107 and install on WL 364. 300 KVAR Capacitor bank had to be completely re-wired.


Capacitor bank 2 – crew to remove from WL 371 and install on WL 365. Installing between double circuit so crew has to lower bottom 3 phase circuit and cross arm in order to gain clearance.

Capacitor bank 3 – crew to remove from pole #8082 and install on WL 379.

-9 Cutouts, 9 lightning arrestors, all ground wiring, 9 stirrups, 9 hotline clamps, 3 capacitor banks and all primary leads had to be removed, re-worked and re-installed.

Item/Unit	Impact Description	Qty	Price	Extended Amt
1	Capacitor Bank 1 - Labor & Equipment	1	\$ 4,564.41	\$ 4,564.41
2	Capacitor Bank 2 - Labor & Equipment	1	\$ 4,564.41	\$ 4,564.41
3	Capacitor Bank 3 - Labor & Equipment	1	\$ 2,942.94	\$ 2,942.94
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

<b>Price Basis</b> <input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> T&M <input type="checkbox"/> Units	<b>\$ 12,071.75</b>
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APPROVAL TO PROCEED			
<b>Primoris T&amp;D Representative</b>	<b>Submit Date</b>	<b>Customer Representative</b>	<b>Approval Date</b>
Alvin Craddock, Director of Operations	6/23/2023		
<b>Primoris T&amp;D Representative Signature</b>		<b>Customer Representative Signature</b>	
			



## CITY COUNCIL COMMUNICATION

**DATE:** July 17, 2023

**FROM:** Ramie Hammonds

**AGENDA ITEM:** Conduct a public hearing on a request for a variance from Chapter 3 Building Regulations – Article 3.1407.b.1.D to allow a pole sign to be installed in the 1600 block of W. Chapman Dr., and from Article 3.1407.b.1.A for a maximum height of 20 feet and allow for a height of 30 feet and the maximum square footage of 80 feet per side and allow for the maximum square footage of 100 feet per side. The proposed sign will be located at 1604 W. Chapman.

**SUMMARY:**

- The City's current ordinance does not allow pole signs west of Acker Street along Chapman Drive/FM 455.
- The applicant is requesting a pole sign one block beyond the limits of our current allowed area in the 1600 block of Chapman Drive.
- They are asking for a variance from the allowed height of 20 feet and allow the sign to be at 30 feet and from the allowed 80 square feet per side and allow 100 square feet per side.
- The sign would be for the new Auto Zone business that will be located at the site.
- With the new Comprehensive Plan allowing for more retail along Chapman/FM 455 staff anticipates the need for pole signs beyond the current limit.
- Staff mailed out 16 public hearing notices to owners of properties within 200 feet of the subject property and at the time of the meeting has received no responses.

**FISCAL INFORMATION:**

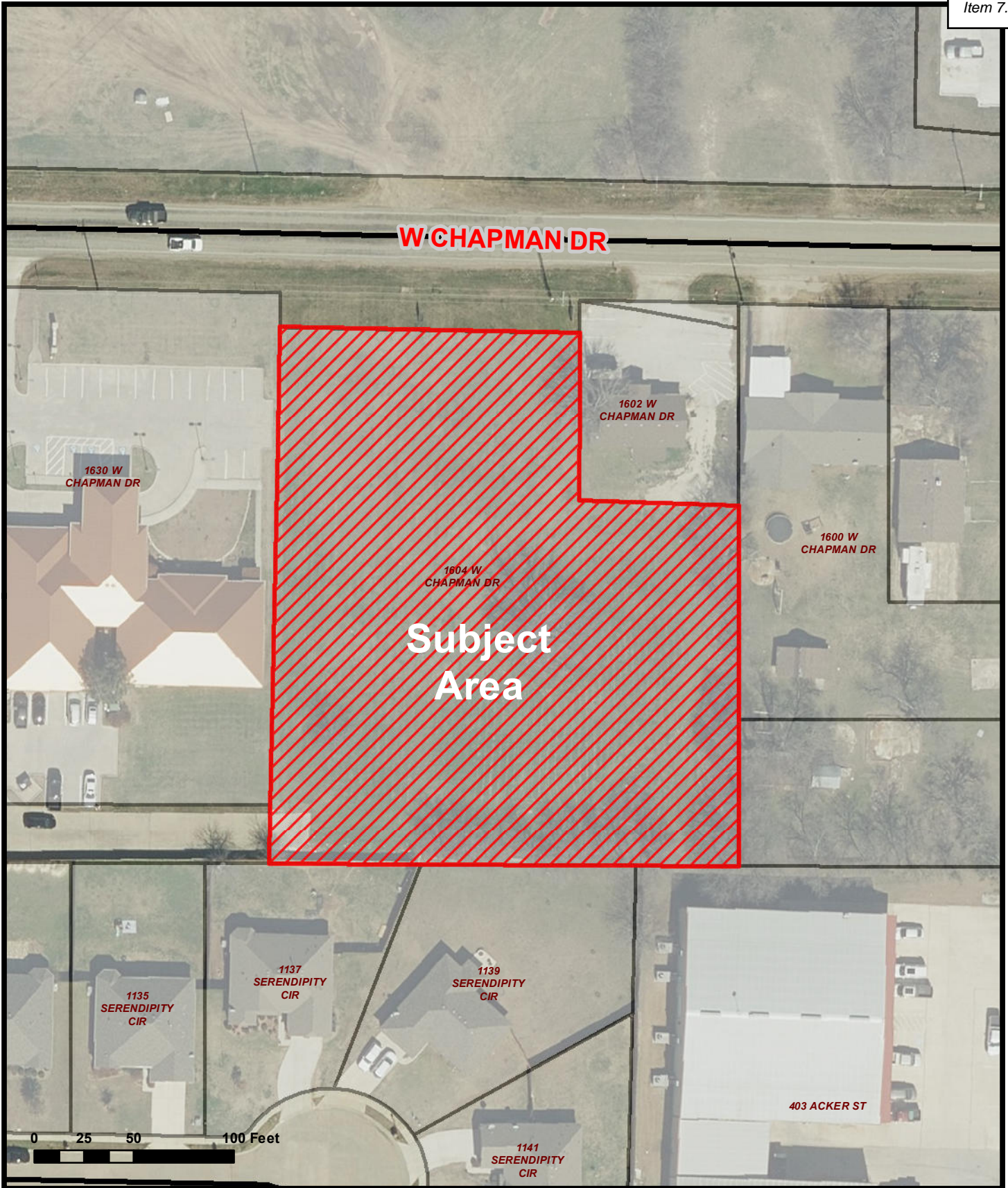
Budgeted: N/A      Amount: N/A      GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL.

**ATTACHMENTS:**

Location Map



Project Name: 1604 W Chapman Dr.  
AutoZone Variance  
Project: 23SANZON-0023

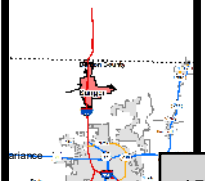


City Limits



Exhibits

DISCLAIMER:  
This map was generated by GIS data provided by the Sanger GIS Department. The City of Sanger does not guarantee the correctness or accuracy of any features on this map. These map products are for illustration purposes only and are not suitable for site-specific decision making. GIS data is subject to constant changes, and may not be complete, accurate or current.  
Date: 5/28/2023 12:55:14 PM  
Doc Name: 23SANZON-0023\_1604Chapman AutoZone







## CITY COUNCIL COMMUNICATION

**DATE:** July 17, 2023

**FROM:** Ramie Hammonds

**AGENDA ITEM:** Consideration and possible action on a request for a variance from Chapter 3 Building Regulations – Article 3.1407.b.1.D to allow a pole sign to be installed in the 1600 block of W. Chapman Dr., and from Article 3.1407.b.1.A for a maximum height of 20 feet and allow for a height of 30 feet and the maximum square footage of 80 feet per side and allow for the maximum square footage of 100 feet per side. The proposed sign will be located at 1604 W. Chapman.

**SUMMARY:**

- The City's current ordinance does not allow pole signs west of Acker Street along Chapman Drive/FM 455.
- The applicant is requesting a pole sign one block beyond the limits of our current allowed area in the 1600 block of Chapman Drive.
- They are asking for a variance from the allowed height of 20 feet and allow the sign to be at 30 feet and from the allowed 80 square feet per side and allow 100 square feet per side.
- The sign would be for the new Auto Zone business that will be located at the site.
- With the new Comprehensive Plan allowing for more retail along Chapman/FM 455 staff anticipates the need for pole signs beyond the current limit.
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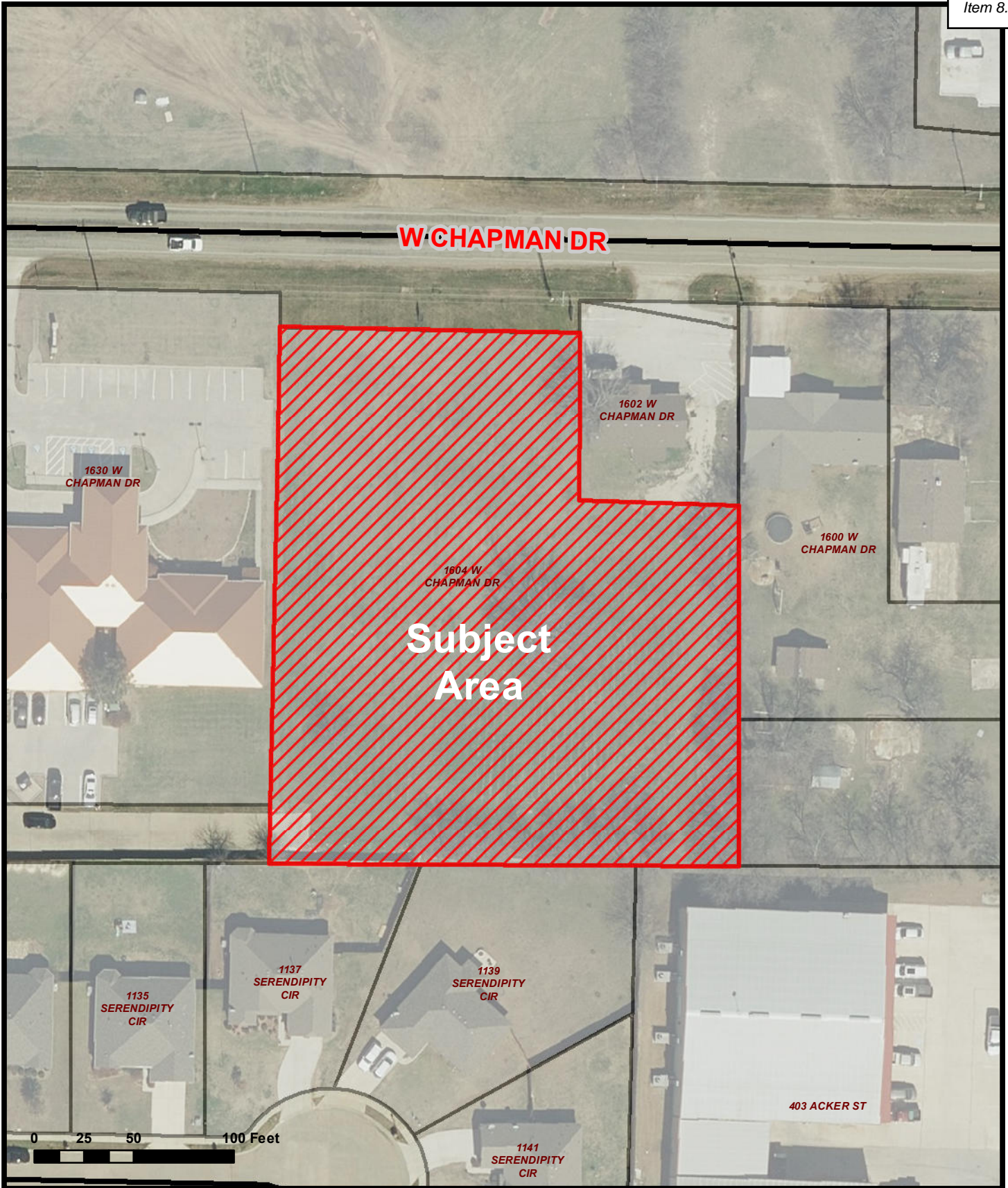
Budgeted: N/A      Amount: N/A      GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL.

**ATTACHMENTS:**

Location Map  
Application  
Letter of Intent  
Site Plan  
Sign Detail



Project Name: 1604 W Chapman Dr.  
AutoZone Variance  
Project: 23SANZON-0023



City Limits



Exhibits

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Date: 9/28/2023 12:55:14 PM  
Doc Name: 23SANZON-0023\_1604Chapman AutoZone





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

## VARIANCE APPLICATION

Applicant	Owner (if different from applicant)
Name: Sarah Peters	Name:
Company: Jones Sign Co. Inc	Company: AZTZ3 LLC
Address: 1711 Scheuring Road	Address: 4520 MADISON AVE STE 300
City, State, Zip De Pere, WI 54115	City, State, Zip KANSAS CITY, MO 64111-3541
Phone: 920-425-9807	Phone:
Fax:	Fax:
Email: speters@jonessign.com	Email:

### Submittal Checklist

<input type="checkbox"/>	Site Plan
<input type="checkbox"/>	Letter of Intent
<input type="checkbox"/>	\$200.00 Application Fee (Check Payable to City of Sanger)

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

**W CHAPMAN DR SANGER, TX 76266**

1604 W Chapman Drive

**Property ID: 245458**

legal\_desc

EAGLE PARK ADDN PH 2 BLK A LOT 7

Describe the proposed variance (how much, where on the property, for what purpose):

**Requesting 8 X 12.5 CP 30'± Overall height AutoZone freestanding sign**

  
Owner Signature

5/9/23  
Date

Office Use

	Fee
	Date



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

## **VARIANCE REQUEST**

A variance is permission to vary from the terms of the Zoning Ordinance, permission to construct something the Zoning Ordinance would otherwise prohibit because of unusual circumstances. Variance requests are considered by the Zoning Board of Adjustment following a public hearing. Variances are granted to relieve an unnecessary hardship or practical difficulty. A financial hardship is not justification for a variance.

A variance request must include the contents listed below. The City of Sanger will act on the request through the process described herein.

### **SUBMITTAL REQUIREMENTS:**

- Letter of Intent
- Site Plan
- Application form signed by the owner and describing the property
- Application Fee

### **APPLICATION FEES: \$200.00**

- The application fee covers part of the cost for the city to review and act on the rezoning request, including providing notice of the public hearings as required by law.
- The application fee is non-refundable.

**MEETING DATES:** The Zoning Board of Adjustment is scheduled to meet on the second Monday of each month, if there is business to be conducted. Meetings with no business are not held. Public hearings require both published and mailed notices to be made prior to the meeting. Application should be submitted about one (1) month prior to the meeting. Consult with City Staff prior to submitting your application for detailed scheduling information.





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

## VARIANCE REQUEST PROCESS

The process for considering and acting on a request for a Variance to the Zoning Ordinance involves the following steps:

1. Pre-Application Consultation: A pre-application consultation with the city staff is recommended for all proposed variances. Staff can describe the request process and the criteria used by the Board of Adjustment.
2. Application: The completed application, letter of intent, site plan, and application fee should be submitted to the Department of Development Services on or before the deadline.
3. Public Notification: State law and the Zoning Ordinance require the public to be notified of the public hearing to consider the variance. Notice of the public hearing must be published in the newspaper at least fifteen (15) days prior. Notification of the public hearing is also mailed to the owners of the property within 200 feet of the subject property at least ten (10) days prior.
4. Zoning Board of Adjustment: The Zoning Board of Adjustment (BOA) will hold at least one (1) public hearing on the proposed variance. The applicant is expected to address the Board to describe the proposed variance and answer questions. During the public hearing, anyone in attendance may address the Board with comments and questions. City Staff will prepare a report for the Board and possibly make a recommendation to the Board.

After the public hearing, the Board can grant a variance by majority vote of the Board Members. The Board can grant a variance up to the amount noted in the public notifications, but not more than that.

## VARIANCE REQUEST CRITERIA

The Zoning Ordinances sets the following criteria for the granting of variances from its strict terms.

In making its determination, the Board of Adjustment shall consider the following factors:

1. that special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. that literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance;
3. that the special conditions and circumstances do not result from the actions of the applicant;
4. that granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district; and
5. no non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

Financial hardship shall not be considered grounds for the issuance of a variance.





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

## GUIDELINES FOR LETTER OF INTENT

All variance applications should include a Letter of Intent. The Letter of Intent is the applicant's opportunity to describe and justify the proposed variance to the City Staff, the Board of Adjustment, and the public at large. The Board will receive copies of the letter prior to the public hearings.

Recommended content for a Letter of Intent:

- Describe the location of the subject property. The description can include any or all of the following:
  - Physical address
  - Legal description, such as a tract and abstract, or a lot, block, and subdivision
  - Location (southwest corner of This Street and That Road, across the street from Landmark).
- Describe the requested variance, such as a reduction in the minimum required rear yard from 25 feet to 20 feet.
- Describe how the request matches the criteria required for a variance.
- Contact information for the applicant or representative. This can be the owner, the prospective buyer, or someone else designated as point of contact.

## GUIDELINES FOR SITE PLAN

All variance applications should include a Site Plan. The Site Plan is the applicant's opportunity to graphically describe the proposed variance to the City Staff, the Board of Adjustment, and the public at large. The Board will receive copies of the site plan prior to the public hearings:

Recommended content for a Site Plan:

- |   |   |
|---|---|
| • property lines with dimensions  | • proposed structures with dimensions and distances labeled |
| • existing building and structures, with distances from property lines and other structures labeled | • required setback lines                                    |
|   | • proposed variance with dimensions labeled                 |

Applicants are also encouraged to submit pictures of the property, pictures of the existing buildings, and/or pictures or drawings of the proposed structures.

Letter of Intent

AutoZone  
1604 W Chapman Dr  
Sanger, TX

**Requesting a variance for a 8 X 12.5 CP 30 ft Overall height AutoZone freestanding sign**

**Per code pole signs are only allowed in certain areas of the city and AutoZone would fall just outside of the area allowed so most other surrounding businesses already have pole signs**

**(b)**

**On-Premises Detached Ground or Pole Signs.**

**(1)**

Pole signs shall be allowed only along the following linear segments of streets:

**(A)** I-35

**(B)** 5th Street (I-35 Business) from Keaton to Cowling

**(C)** 5th Street from FM 455 North to I-35 service road

**(D)** FM 455 from 5th Street to Acker Street

**(2)**

The city council, upon specific application, may approve an exception to allow a pole sign at a location where prohibited herein if the council determines that a general condition of pole signs exists in the immediate vicinity and the proposed pole sign would be consistent with such established conditions.

Recommended content for a Letter of Intent:

- Describe the location of the subject property. The description can include any or all of the following:

- o Physical address: 1604 W CHAPMAN DR SANGER, TX 76266

Property ID: 245458

- o Legal description: EAGLE PARK ADDN PH 2 BLK A LOT 7

- o Location: Located East of Premier Independent Physicians and West of CeBallos Insurance Group

- Requesting variance for AutoZone to be allowed a 30 ft overall height 100 Sq Ft per side pole sign
- Describe how the request matches the criteria required for a variance.

Point of Contact

Sarah Peters  
Jones Sign Co.  
920-425-9807  
speters@jonessign.com

The Board of Adjustment shall consider the following factors:

1. that special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures, or buildings in the same district;

- The property that AutoZone would be going on falls just outside of the area where pole signs are allowed in the City

2. that literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this ordinance;

- Other properties/businesses in the district have pole signs so the proposed pole sign will be consistent with other signs in the district/surrounding area. Businesses right down the road including a competitor have pole signs, so the proposed sign is helping for better visibility for traffic along the street and to stay competitive with surrounding businesses

3. that the special conditions and circumstances do not result from the actions of the applicant;

- It is because of how the sign code is that pole signs are only allowed in certain areas/along certain stretches of roads in the city and AutoZone's property falls just outside of this area by like being one street over from the allowed sections of streets pole signs are allowed along

4. that granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, structures or buildings in the same district; and

- Other businesses in the same zoning district have pole signs. AutoZone falls just outside the area where pole signs are allowed  
The signage requested will not be detrimental or injurious to the surrounding area or to the public. The site is surrounded by other businesses which all have signage. The signage for AutoZone will not look out of place or take away from the surrounding businesses. The proposed pole sign is in scale with the property.

5. no non-conforming use of neighboring lands, structures, or buildings in the same district and no permitted use of lands, structures, or buildings in other districts shall be considered grounds for the issuance of a variance.

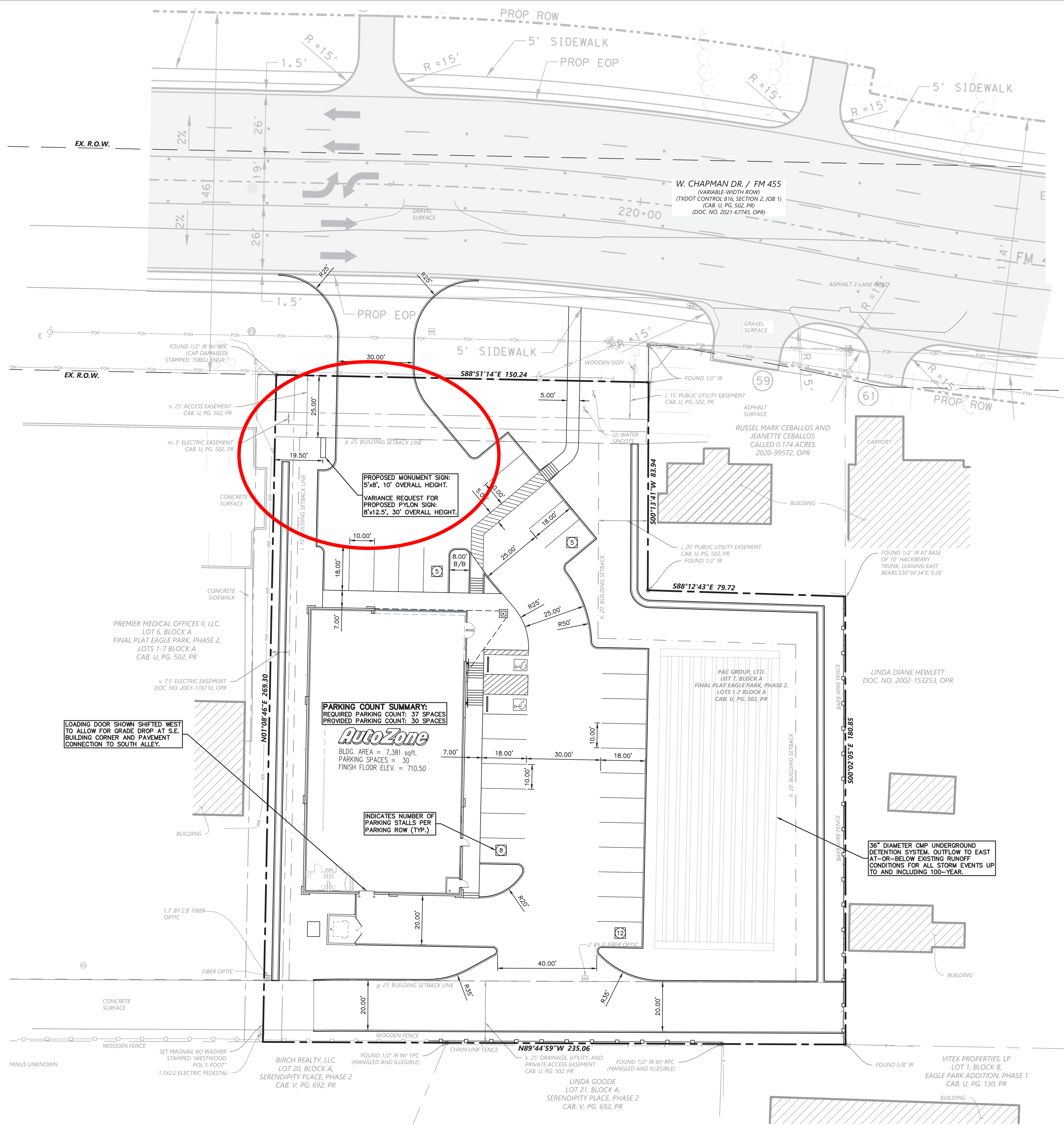
- Existing pole signs in the area are permitted by code but only in certain areas/certain linear segments of streets in the city and AutoZone's property just happens to fall just outside the area where they are allowed

Red line shows the street segment where pole sign would be allowed

AutoZone's site falls just outside of this area







SCALE: 1" = 20'

0' 10' 20' 40'

DRAWING SCALE

PLAN NORTH

VICINITY MAP

NOT TO SCALE

1604 W. CHAPMAN

Farm to Market 455 W

White Thompson

TGC Custom Homes

Porter PI

Marshall Precision Machining

MAP NORTH

THIS DRAWING AND ALL INFORMATION IT CONTAINS ARE THE INTELLECTUAL PROPERTY OF SPARTAN ENGINEERING SOLUTIONS, LLC. (S.E.S.) AND SHALL NOT BE USED, REPRODUCED, COPIED, IN WHOLE OR IN PART, WITHOUT THE EXPRESS WRITTEN CONSENT OF SPARTAN ENGINEERING SOLUTIONS, LLC. (S.E.S.) ALL COMMON LAW RIGHTS OF COPYRIGHT ARE HEREBY SPECIFICALLY RESERVED. © 2023 SPARTAN ENGINEERING SOLUTIONS, LLC.

EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF SPARTAN ENGINEERING SOLUTIONS, LLC, CONSTRUCTION CONTRACTOR AGREES TO INDEMNIFY AND HOLD ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE CONSTRUCTION PROJECT. JOB SITE CONDITIONS, INCLUDING PERSONNEL SAFETY AND PROPERTY DAMAGE, ARE THE SOLE RESPONSIBILITY OF THE SITE CONSTRUCTION CONTRACTOR.

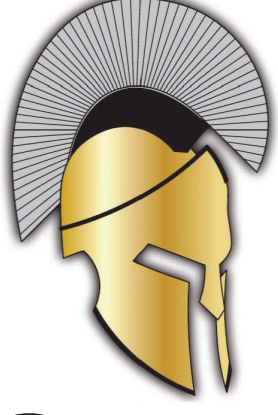
INFORMATION REGARDING EXISTING UNDERGROUND UTILITIES SHOWN ON THE DRAWING WAS PROVIDED BY OTHERS. SPARTAN ENGINEERING SOLUTIONS, LLC MAKES NO GUARANTEE ON THE ACCURACY OR COMPLETENESS OF INFORMATION PROVIDED BY OTHERS. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS, TYPES, MATERIALS, AND DEPTHS PRIOR TO THE START OF CONSTRUCTION. SPARTAN ENGINEERING SOLUTIONS, LLC WILL NOT BE HELD LIABLE FOR MISSING OR INCOMPLETE UTILITY INFORMATION OR CONSEQUENTIAL CLAIMS OR DAMAGES, FOR ANY REASON.

**CAUTION!!!**  
UNDERGROUND AND OVERHEAD UTILITIES ARE PRESENT WITHIN AND ADJACENT TO THE WORK AREA. CONTRACTOR TO LOCATE AND PROTECT ALL UTILITIES AND UTILITY APPURTENANCES DURING CONSTRUCTION. COORDINATE WITH RESPECTIVE UTILITY PROVIDERS AS REQUIRED PRIOR TO THE ONSET OF CONSTRUCTION.

THE CONSTRUCTION SPECIFIED WITHIN THESE PLANS SHALL BE PERFORMED IN COMPLETE COMPLIANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE CITY OF SANGER, DENTON COUNTY, TXDOT, TCEQ, AND ALL APPLICABLE REFERENCE SPECIFICATIONS. INDEPENDENT UTILITY OWNERS, AND AUTOZONE PROJECT SPECIFICATIONS AS APPLICABLE.

**PRELIMINARY ONLY**  
**SUBJECT TO CHANGE**  
**SENT TO AUTOZONE 4-6-23**

Item 8.



**SPARTAN**  
**ENGINEERING**  
**SOLUTIONS, LLC**

2583 PINE BLUFFS COURT  
HIGHLAND, MI 48357  
PHONE: 810-746-9828  
WEB: WWW.SPARTAN-ES.COM

T.B.P.E. FIRM REGISTRATION  
# T-19280

FOR PERMIT SUBMITTAL

PREPARED FOR: **AUTOZONE PARTS, INC.**  
123 S. FRONT STREET, 3RD FLOOR  
MEMPHIS, TN 38103

PROJECT: **AUTOZONE SANGER TX5039**  
LOT 7, BLOCK A - EAGLE PARK PHASE 2  
ADDRESS: 1604 W. CHAPMAN DRIVE  
CITY OF SANGER, DENTON COUNTY, TEXAS

SHEET TITLE: **SITE PLAN**

SCALE: 1" = 20'

72 HOURS NOTICE  
BEFORE YOU DIG CALL  
  
**TEXAS 811**  
TEXAS811.ORG  
800-344-8377 OR 811

REVISED:  


P.E./P.M. WRB/WRB

DRAFTED: WRB

CHECKED: WRB

JOB NO. 2023-001

ORIGINAL ISSUE DATE  
TBD, 2023

SHEET NO.

**C1.0**

26





EXTERIOR SIGN PACKAGE

DATE: 04.07.23

REQUISITE CHECKLIST

ALL REQUIREMENTS MUST BE MET BEFORE BEING RELEASED TO PRODUCTION

☐ ☒ SURVEY

☐ ☒ ALL VECTOR AND / OR HIGH RESOLUTION ART  
*\*DATE CHECKED (Designer name): Joe Example 9/17/21*

ART CONFIRMED BY  
TJG 9/17/21

☐ ☒ ALL PAINT / VINYL / PRINT COLORS (CMYK or PMS) /  
ALL STONE, BRICK, VENEER, AND FINISHES

DESIGNER NOTES

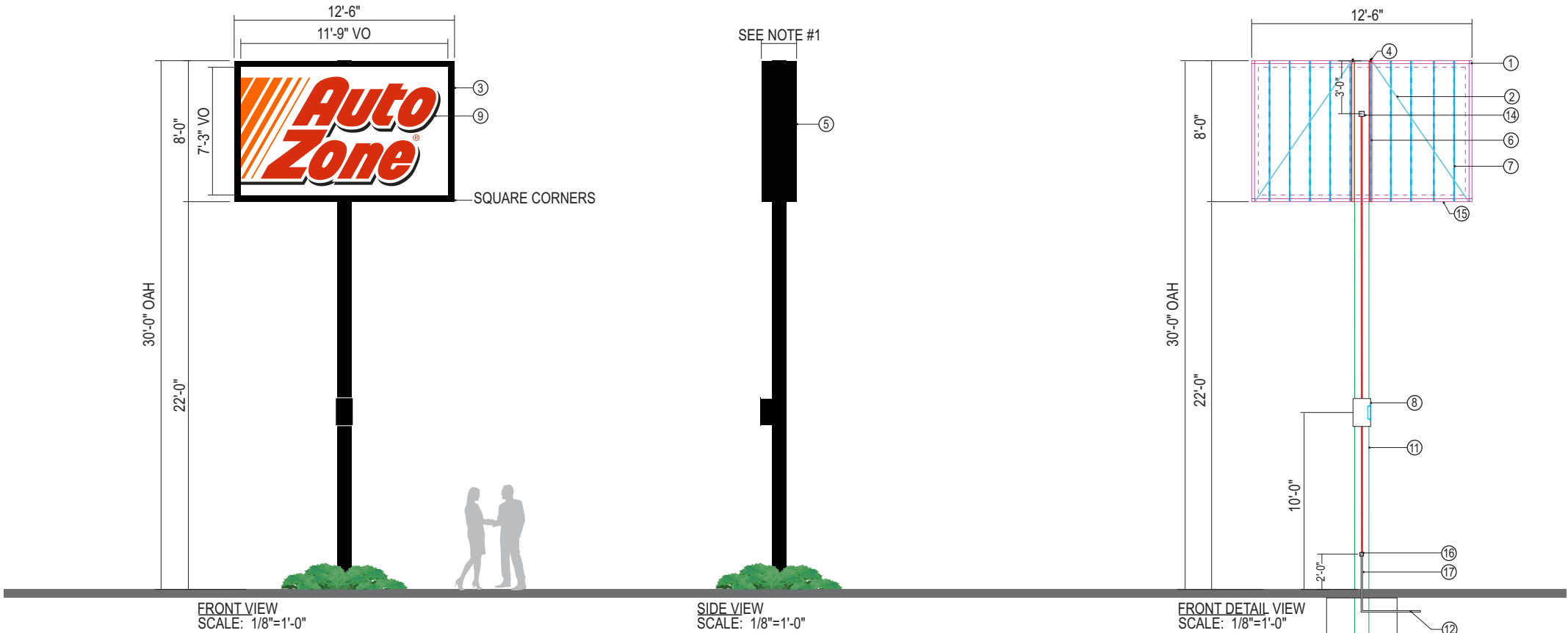
- NOTES
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- NOTES

RED LINE OVER TITLE BLOCK ON DRAWING PAGES INDICATES DRAWING IS NOT READY FOR PRODUCTION - ALL TBD ITEMS MUST BE RESOLVED.

D/F INTERNALLY ILLUMINATED PYLON SIGN (QTY. 1)

SQUARE FOOTAGE: 100

Item 8.



SPECIFICATIONS:

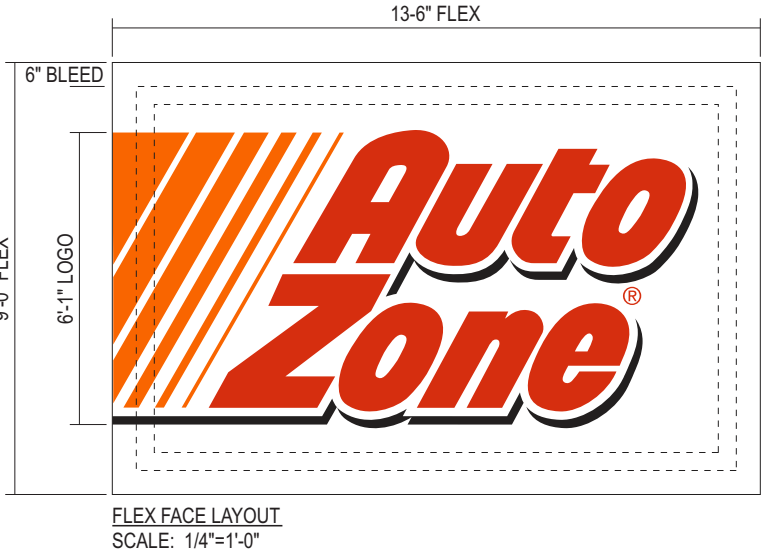
- 2" x 2" x .250" INVERTED STEEL ANGLE FRAME SYSTEM **P-1** w/ ANGLE PUNCHED TO ACCEPT SIGNTECH CLIPS / ACCESS DOOR ON BOTH SIDES OF CABINET
- 5/32" DIA. AIRCRAFT CABLE w/ TURNBUCKLE / 1" OFF CENTER TO PREVENT INTERFERENCE w/ LEDs
- 4 1/2" FORMED .063" PRE-FINISHED BLACK/WHITE ALUMINUM RETAINER / FASTENED TO CABINET w/ #8 x 1/2" LG HEX WASHER HEAD TEK SCREWS
- (2) 1/2" LIFTING EYES
- .063" PRE-FINISHED BLACK/WHITE ALUMINUM RETURNS / FASTENED TO CABINET w/ 1/8" POP RIVETS
- 1 3/4" x 1 3/4" x 1/8" STEEL ANGLE ADJUSTABLE SADDLE MOUNT SYSTEM
- INTERNALLY ILLUMINATED w/ GE LED STICKS
- POWER SUPPLY LOCATED INSIDE .063" PRE-FINISHED BLACK/WHITE ALUMINUM WATERPROOF ENCLOSURE
- 0606 WHITE COOLEY BRIE FACES / FIRST SURFACE APPLIED ARLON TRANSLUCENT VINYL GRAPHICS **V-1, V-2, V-3**
- SIGN TECH CLIP ASSEMBLIES
- REFER TO ENGINEERING FOR STEEL SUPPORT REQUIREMENTS / PORTION OF POLE INSIDE CABINET TO BE PAINTED **P-1** / PORTION OF POLE OUTSIDE CABINET TO BE PAINTED **P-8**
- 3/4" PVC CONDUIT w/ PRIMARY ELECTRICAL WIRING BELOW GRADE PER LOCAL CODE / N.I.C. BY OTHERS
- CONCRETE FOOTING / REFER TO ENGINEERING FOR POLE EMBEDMENT SPECIFICATION AND FOOTING REQUIREMENTS
- ELECTRICAL HAND HOLE
- DRAIN HOLES / MINIMUM 4 REQUIRED
- MULTI-TAP FIXTURES TO ACCOMMODATE ELECTRICAL EXISTING ON SITE
- CONDUIT EXPOSED / NO HOLE REQUIRED BELOW GRADE

NOTES:

- STANDARD CABINET DEPTH IS 24" / TO BE ADJUSTED AS NEEDED PER ENGINEERING
- MAXIMUM DISTANCE ALLOWED BETWEEN CENTER OF CABINET AND CENTER OF POWER SUPPLY BOX IS 32'-0"

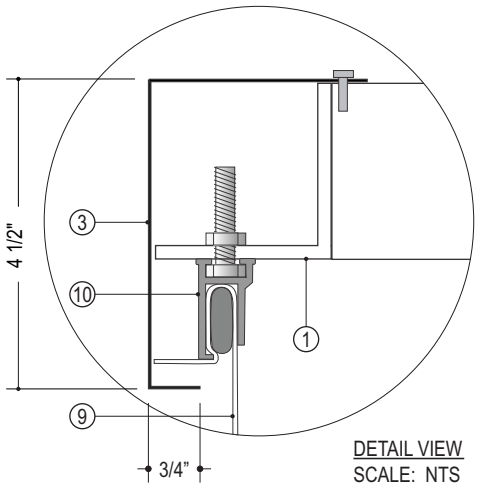
COLORS/FINISHES:


- |             |            |  |
|-------------|------------|--|
| <div></div> | <b>P-1</b> | RUSTOLEUM 20-9109 WHITE PRIMER                 |
| <div></div> | <b>P-8</b> | GLOSS BLACK                                    |
| <div></div> | <b>V-1</b> | ARLON 44 ORANGE HI PERF. TRANSLUCENT VINYL     |
| <div></div> | <b>V-2</b> | ARLON 22 BLACK HI PERF. TRANSLUCENT VINYL      |
| <div></div> | <b>V-3</b> | ARLON 143 POPPY RED HI PERF. TRANSLUCENT VINYL |



VARIABLES

SIZE	FINISHED SIZE	V.O.	CORNERS	AMPS	CIRCUITS	ILLUMINATION	POWER SUPPLIES
100 SQ FT	8'-0" x 12'-6"	7'-3" x 11'-9"	SQUARE	2.70	120V (1) 20 AMP CIRCUIT	(10) GE LED TETRA STICKS	(1) GE 24V-300W POWER SUPPLY



<div><div>JONES SIGN</div><div>Your Vision. Accomplished.</div><div>WWW.JONESSIGN.COM</div></div>	JOB #: 281641-R0	REV.	DATE	BY	DESCRIPTION	CLIENT APPROVAL	DATE		Site # N/A	SHEET NUMBER <div>1.0</div> <div>28</div>
	DATE: 04.07.2023	1	00.00.00	XX	XXXX	LANDLORD APPROVAL	DATE			
	DESIGNER: ZT	2	00.00.00	XX	XXXX					
	SALES REP: N/A	3	00.00.00	XX	XXXX					
	PROJ MGR: N/A	4	00.00.00	XX	XXXX					
		5	00.00.00	XX	XXXX					
		6	00.00.00	XX	XXXX					
		7	00.00.00	XX	XXXX					
		8	00.00.00	XX	XXXX					
		9	00.00.00	XX	XXXX					
		10	00.00.00	XX	XXXX					





## CITY COUNCIL COMMUNICATION

**DATE:** July 17, 2023

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Consideration and possible action on a real estate sales contract on 400 square feet of easement for an underground drainage pipe from the property described as IESI Industrial Park Lot 1 owned by the City of Sanger and generally located on the north side of Utility Road approximately 1852 feet from the intersection of N. Stemmons and Utility Road and authorize the Mayor to execute said contract.

**SUMMARY:**

- The applicant is requesting 400 square feet of easement for a drainage pipe that will be installed underground and carry drainage to the public right of way.
- There is a proposed warehouse development on the adjacent lot.
- The drainage/easement was the last outstanding comment for the plat of the adjacent lot.
- The easement would be located on City of Sanger property near the entrance of the drive of a water well site.
- The sale price for the easement is \$300.00.

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: N/A

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL

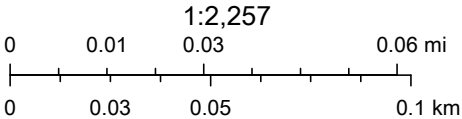
**ATTACHMENTS:**

Location Map  
Drainage Easement  
Real Estate Sales Contract  
Easement Appraisal



6/29/2023, 1:36:06 PM

-  Parcels
-  Roads



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### **DRAIN EASEMENT DEDICATION**

**STATE OF TEXAS**

§

§

**CITY OF SANGER**

**COUNTY OF DENTON**

§

This plat is hereby adopted by the Owner(s) and approved by the City of Sanger ("City") subject to the following conditions which shall be binding upon the Owner(s), their heirs, grantees, successors and assigns:

The area or areas shown on the plat as "Drainage Easement" shall remain accessible at all times and shall be maintained by Owner(s) of the lot or lots that are traversed by, or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of the drainage facilities within the Drainage Easement or for any damage to private property or person that results from conditions within the Drainage Easement. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type within the Drainage and Detention Easement, unless approved by the City. Each property owner shall keep the portion Drainage and Detention Easement traversing or adjacent to their property clean and free of debris, silt, and any materials which would result in unsanitary conditions or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. The City shall not be held liable for any damages of any nature resulting from failure of facilities within the Drainage and Detention Easement. The City shall have the right to enter upon the Drainage and Detention Easement at any

EASEMENT DEDICATION

point, or points, to investigate, survey, construct and maintain any drainage facility deemed necessary for drainage purposes. The minimum finished floor elevation for each lot shall be as shown on the plat.

Executed in Denton County, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Grantor:

\_\_\_\_\_

STATE OF TEXAS                   §  
    §  
 COUNTY OF DENTON           §

BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the person or persons whose name or names are subscribed to the foregoing instrument and acknowledged to me that he/she or they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
 A NOTARY PUBLIC, State of Texas

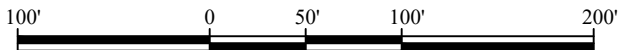
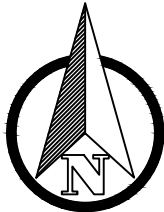
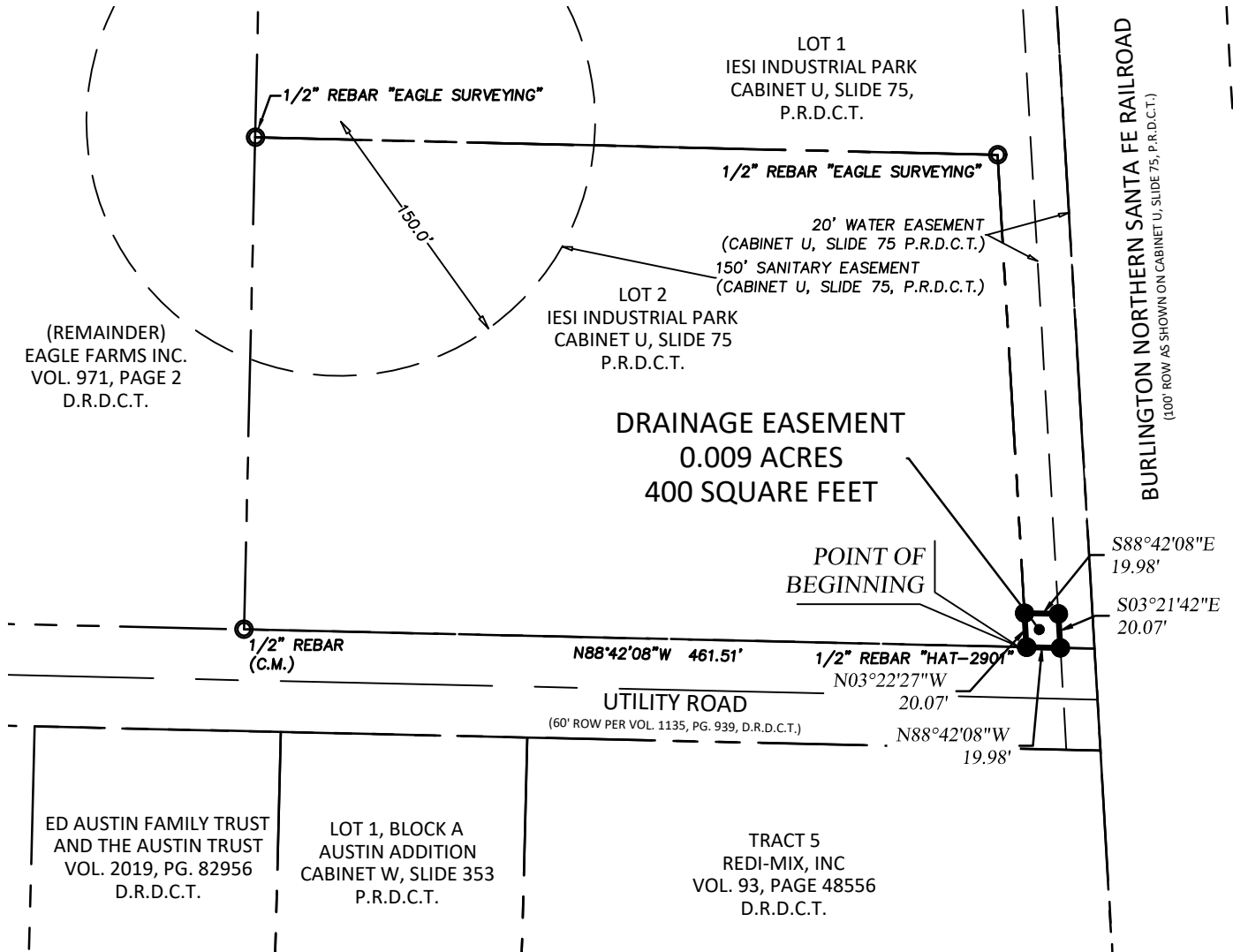
My commission expires the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**LEGEND OF ABBREVIATIONS**

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET

**NOTE:**

Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), with a combined scale factor of 1.00015063.



SCALE: 1" = 100'



5200 State Highway 121  
Colleyville, TX 76034  
Phone: 817-488-4960

**EXHIBIT " \_ "**  
**400 SQUARE FEET**  
**PORTION OF LOT 1**  
**IESI INDUSTRIAL PARK**  
**CITY OF SANGER**  
**DENTON COUNTY, TEXAS**

EXHIBIT " \_ "  
 400 SQUARE FEET  
 PORTION OF LOT 1  
 IESI INDUSTRIAL PARK  
 CITY OF SANGER  
 DENTON COUNTY, TEXAS

**PROPERTY DESCRIPTION**

**BEING** a portion of Lot 1 of IESI Industrial Park, an addition in the City of Sanger, Denton County, Texas, according to the plat recorded under Cabinet U, Slide 75, Plat Records of Denton County, Texas, the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

**BEGINNING** at 1/2 inch rebar with cap stamped "HAT-2901" found at the southwest corner of said Lot 1, same being the southeast corner of Lot 2, in said IESI Industrial Park, from which a 1/2 inch rebar found at the southwest corner of said Lot 2 bears NORTH 88 degrees 42 minutes 08 seconds WEST, 461.51 feet;

**THENCE** with the west line of said Lot 1 and the east line of said Lot 2, NORTH 03 degrees 22 minutes 27 seconds WEST, a distance of 20.07 feet;

**THENCE** through the interior of said Lot 1, SOUTH 88 degrees 42 minutes 08 seconds EAST, a distance of 19.98 feet;

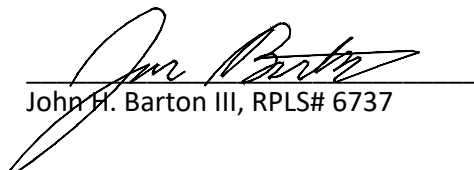
**THENCE** through the interior of said Lot 1, SOUTH 03 degrees 21 minutes 42 seconds EAST, a distance of 20.07 feet to the south line of said Lot 1;

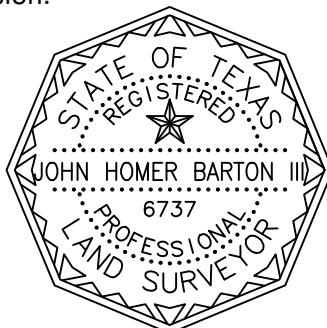
**THENCE** with the south line of said Lot 1, NORTH 88 degrees 42 minutes 08 seconds WEST, a distance of 19.98 feet, returning to the **POINT OF BEGINNING** and enclosing 0.009 acres (400 square feet) of land, more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, have prepared this map from an actual survey on the ground, and that this map correctly represents that survey made by me or under my direction and supervision.

Date of Plat/Map: **April 4, 2023**

  
 John H. Barton III, RPLS# 6737



### Real Estate Sales Contract

This Contract to buy and sell real property between The City of Sanger, Texas ("Seller") and Penthouse Speedway Condo, L.L.C. ("Buyer") is effective on the date officially approved by the City Council of the City of Sanger.

A. *Purchase and Sale of Property.* Subject to the terms and provisions of this Real Estate Sales Contract ("Contract"), Seller agrees to sell and convey to Buyer and Buyer agrees to purchase and pay Seller for a drainage easement as shown on Exhibit A attached hereto, consisting more or less of 0.009 acres located at the southeast corner of Lot 1, IESI Industrial Park, in the City of Sanger, and more fully described on the attached Exhibit A, to wit: "the Property."

B. *Purchase Price.* The purchase price for the Property is THREE HUNDRED AND NO/100 DOLLARS (\$300.00) (the "Purchase Price.")

C. *Payment of the Purchase Price.* The Purchase Price will be paid in cash or certified funds by Buyer to Seller at the Closing.

D. *Performance.* All deadlines in this Contract expire at 5:00 P.M. Central Daylight Time where the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or local governmental agencies and financial institutions are not generally open for business where the Property is located. Time is of the essence.

E. *Deposit of Earnest Money.* Buyer is not required to make an earnest money deposit.

F. *Review of Title; Survey.* Neither Seller nor Buyer require a review of title, title policy or survey. To the extent necessary or desirable, the parties agree that Buyer's current survey adequately describes the Property for the purposes of this Contract.

G. *Reservation of Easement.* Seller, for itself only and not the public, reserves an exclusive easement for the free, uninterrupted, and perpetual use of the Property for egress and ingress for utility, police, fire, emergency medical and other municipal personnel of Seller. It does not reserve an easement for use by the general public, and such easement is exclusive to Seller.

H. *Maintenance and Operation Prior to Closing.* Until Closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; (c) not encumber, transfer, or dispose of any of the Property. During the term of this Contract Seller will not enter into any Lease or other contract that affects the Property other than in the ordinary course of maintaining the Property

I. *No Recording.* Buyer may not file this Contract or any memorandum or notice of this Contract in the real property records of any county. If, however, Buyer records this Contract or a memorandum or notice, Seller may terminate this Contract and record a notice of termination.



J. *Termination.* This Contract will terminate 60 days after the effective date if not approved by the City Council of Seller.

K. *Closing.* This transaction will close ("Closing") at Seller's offices within seven days after this Contract is accepted and approved by the City Council of Seller and signed by Seller's Mayor.

L. *Closing Documents.* The parties will execute and deliver the following closing documents and any other documents that may be reasonably required by Seller or Buyer to consummate this Contract.

1. Seller will deliver a Special Warranty Deed in form and substance as the form attached as Exhibit A to this Contract; and
2. Buyer will deliver the Purchase Price in cash or certified funds.
3. The documents listed are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before Closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

M. *Possession.* Seller will deliver possession of the Property to Buyer at Closing.

N. *Transaction Costs/Ad Valorem Taxes.* Buyer will pay costs to record the Special Warranty Deed. Seller will pay the costs associated with additional document required by Seller at closing, if any, including the costs to record those documents if applicable. Seller is exempt from Ad valorem taxes; therefore, ad valorem taxes will not be prorated.

O. *Defaults and Remedies.* If Seller's City Council approves this Contract and Seller fails to perform its obligations, Buyer's sole remedy will be specific performance.

P. *Miscellaneous Provisions.*

1. *Notices.* Any notice required by or permitted under this Contract must be in writing. Any notice required by this Contract will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Contract. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail message and in that case, will be effective when received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Any address for notice may be changed by not less than ten days' prior written notice given as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

To Buyer: Clint Cox, Project Manager  
Penthouse Speedway Condo, L.L.C.

c/o David Moraine, Attorney  
1560 East Southlake Boulevard, Suite 110A  
Southlake, Texas 76092  
david@us-lex.com

To Seller: City of Sanger, Texas  
c/o Hugh Coleman, City Attorney  
1415 N. Elm Street  
Denton, TX 76201  
940-387-4844  
[hugh@colemanlf.com](mailto:hugh@colemanlf.com)

2. *Entire Agreement.* This Contract, its exhibits, and any Closing Documents are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in this Contract, its exhibits, and any Closing Documents.
3. *Amendment.* This Contract may be amended only by an instrument by a written document signed by the parties.
4. *Prohibition of Assignment.* Buyer may not assign this Contract or Buyer's rights under it without Seller's prior written consent, which Seller has no obligation to grant and which, if granted, may be conditioned in any manner Seller deems appropriate, and any attempted assignment without Seller's consent is void. The consent by Seller to any assignment by Buyer will not release Buyer of its obligations under this Contract, and Buyer and the assignee will be jointly and severally liable for the performance of those obligations after any such assignment.
5. *Choice of Law; Venue.* This contract must be construed under the laws of the State of Texas without reference to choice-of-law rules of any jurisdiction. Denton County is the sole venue of any disputes.
6. *Waiver of Default.* Default is not waived if the non-defaulting party fails to declare a default immediately or delays taking any action with respect to the default.
7. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Contract.
8. *Severability.* If a provision in this Contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Contract, and this Contract is to be construed as if the unenforceable provision is not a part of the Contract.

9. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this Contract.

10. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

11. *Counterparts.* If this Contract is executed in multiple counterparts, all counterparts taken together constitute this Contract. Copies of signatures to this Contract are effective as original signatures.

12. *Confidentiality.* This Contract, this transaction, and all information learned in the course of this transaction will be kept confidential, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to inspect the Property or Seller or Buyer to close this transaction. Remedies for violations of this provision are limited to injunctions, and no damages or rescission may be sought or recovered as a result of any such violations.

13. *Binding Effect.* This Contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

Q. *Exhibits.* The following are attached to and are a part of this Contract:

Exhibit A — Special Warranty Deed with Exhibits 1 and 2


SELLER:

City of Sanger, Texas

\_\_\_\_\_  
By: Thomas Muir, its Mayor

BUYER:

Penthouse Speedway Condo, L.L.C.

  
\_\_\_\_\_  
By: Michael Sisk, Manager

**Special Warranty Deed**

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

**Date:** \_\_\_\_\_, 2023

**Grantor:** City of Sanger, Texas

**Grantor's Mailing Addresses:** 502 Elm Street  
Sanger, TX 76266

**Grantee** Penthouse Speedway Condo, L.L.C.

**Grantee's Mailing Address** 16 Village Lane, Suite 200  
Colleyville, Texas 76034

**Consideration:**

\$10.00 and other good and valuable consideration, receipt and sufficiency of which are acknowledged.

**Property (including any improvements):**

For Grantee, its heirs, successors and assigns, the perpetual, non-exclusive, right and easement in, over, across, under and along the property described on the attached Exhibit 1 (the "Property") to allow for the orderly development and transfer of stormwater across properties, and for all purposes related thereto, subject to the reservations from Conveyance, and the Drain Eastment Dedication attached hereto as Exhibit 2 (all collectively, the "Drainage Easement.")

**Reservations from Conveyance:**

For Grantor, the reservation of an exclusive easement for the free, uninterrupted, and perpetual use of the Property for ingress and egress for utility, police, fire, emergency medical, and other municipal personnel. This easement is exclusive to Grantor. It does not reserve an easement to the general public.

**Exceptions to Conveyance and Warranty:**

The conveyance made hereby, and the warranties made hereunder, are made by Grantor and accepted by Grantee subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions, liens, encumbrances, reservations, easements, and other exceptions to title, if any, relating to the Subject Property, but only to the extent they are still in force and effect and shown of record in the respective county, and to all zoning laws, regulations and ordinances of municipal and/or other governmental or quasigovernmental authorities, if any, relating to the Subject Property and to all matters which would be revealed by an inspection and/or a current survey of the Subject Property.

**Conveyance:**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Drainage Easement, with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

This deed was prepared without a review or examination of the title to or survey of the subject Property.

IN WITNESS WHEREOF, Grantors and Grantee have executed this Special Warranty Deed on the date set forth in their respective notary clauses. The effective date shall be the date of the last signature hereto.

**GRANTOR:**

\_\_\_\_\_  
Thomas Muir, Mayor  
City of Sanger, Texas

THE STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This document was acknowledged before me on \_\_\_\_\_ by Thomas Muir, Mayor of the City of Sanger, Texas, acting in his capacity as such.

(Notary Seal)

\_\_\_\_\_  
NOTARY PUBLIC

**After Recording, Return to:**

Penthouse Speedway Condo, L.L.C.  
16 Village Lane, Suite 200  
Colleyville, Texas 76034  
mike@siskcapital.com

**EXHIBIT " 1 "**  
**400 SQUARE FEET**  
**PORTION OF LOT 1**  
**IESI INDUSTRIAL PARK**  
**CITY OF SANGER**  
**DENTON COUNTY, TEXAS**

**PROPERTY DESCRIPTION**

**BEING** a portion of Lot 1 of IESI Industrial Park, an addition in the City of Sanger, Denton County, Texas, according to the plat recorded under Cabinet U, Slide 75, Plat Records of Denton County, Texas, the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

**BEGINNING** at 1/2 inch rebar with cap stamped "HAT-2901" found at the southwest corner of said Lot 1, same being the southeast corner of Lot 2, in said IESI Industrial Park, from which a 1/2 inch rebar found at the southwest corner of said Lot 2 bears NORTH 88 degrees 42 minutes 08 seconds WEST, 461.51 feet;

**THENCE** with the west line of said Lot 1 and the east line of said Lot 2, NORTH 03 degrees 22 minutes 27 seconds WEST, a distance of 20.07 feet;

**THENCE** through the interior of said Lot 1, SOUTH 88 degrees 42 minutes 08 seconds EAST, a distance of 19.98 feet;

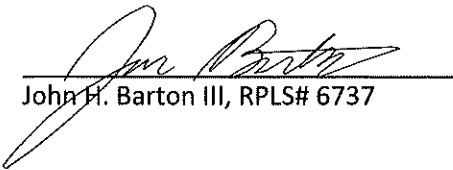
**THENCE** through the interior of said Lot 1, SOUTH 03 degrees 21 minutes 42 seconds EAST, a distance of 20.07 feet to the south line of said Lot 1;

**THENCE** with the south line of said Lot 1, NORTH 88 degrees 42 minutes 08 seconds WEST, a distance of 19.98 feet, returning to the **POINT OF BEGINNING** and enclosing 0.009 acres (400 square feet) of land, more or less.

**SURVEYOR'S CERTIFICATE**

This is to certify that I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, have prepared this map from an actual survey on the ground, and that this map correctly represents that survey made by me or under my direction and supervision.

Date of Plat/Map: **April 4, 2023**

  
 John H. Barton III, RPLS# 6737

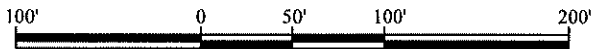
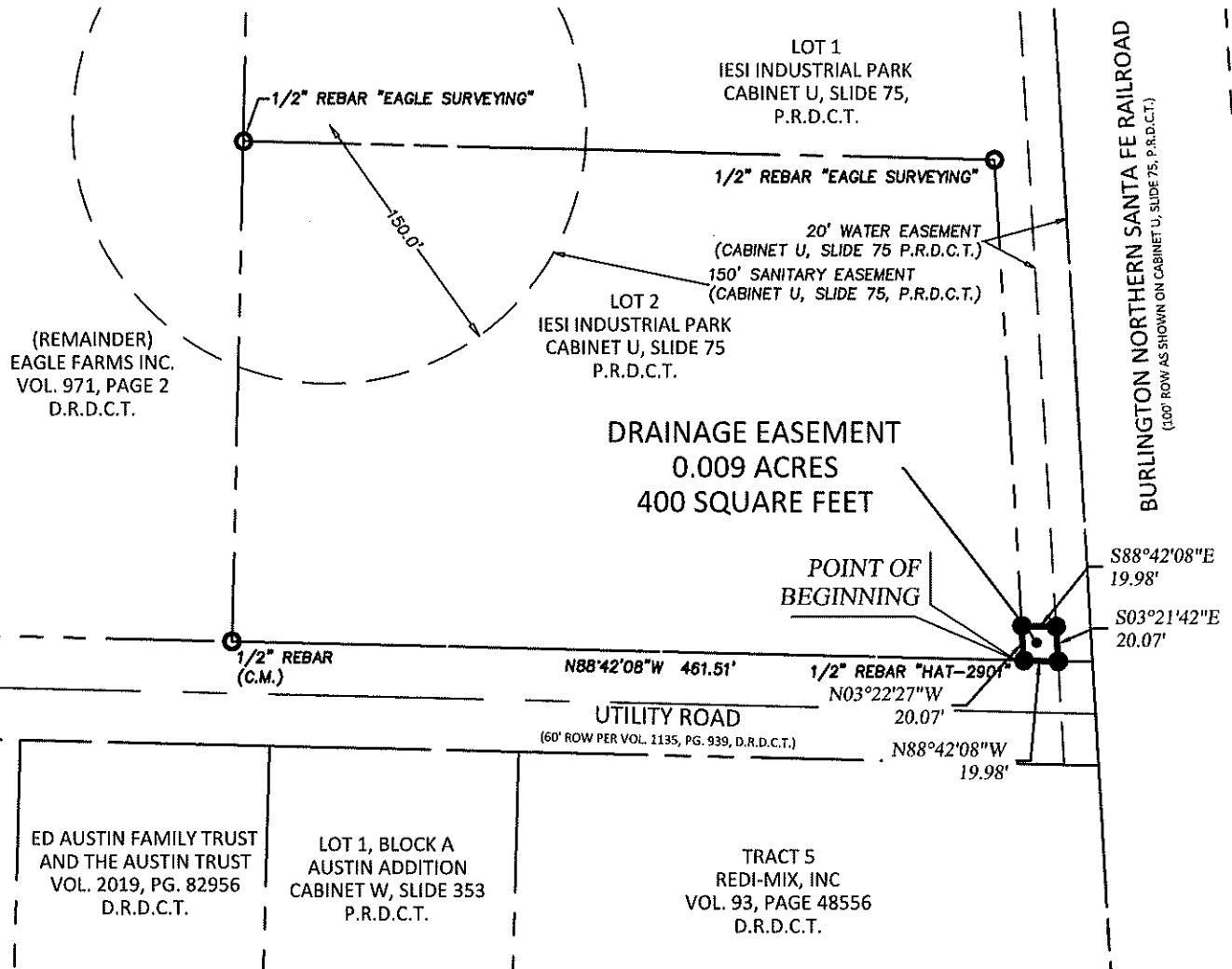


**LEGEND OF ABBREVIATIONS**

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- DOC. NO. DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET

**NOTE:**

Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), with a combined scale factor of 1.00015063.



SCALE: 1" = 100'



5200 State Highway 121  
Colleyville, TX 76034  
Phone: 817-488-4960

**EXHIBIT " 2 "**  
**400 SQUARE FEET**  
**PORTION OF LOT 1**  
**IESI INDUSTRIAL PARK**  
**CITY OF SANGER**  
**DENTON COUNTY, TEXAS**

SURVEY PREPARED BY BARTON CHAPA SURVEYING, LLC: 5200 STATE HIGHWAY 121, COLLEYVILLE, TX, TBPLS FIRM# 10194474

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### **DRAIN EASEMENT DEDICATION**

<b>STATE OF TEXAS</b>	§	
	§	<b>CITY OF SANGER</b>
<b>COUNTY OF DENTON</b>	§	

This plat is hereby adopted by the Owner(s) and approved by the City of Sanger ("City") subject to the following conditions which shall be binding upon the Owner(s), their heirs, grantees, successors and assigns:

The area or areas shown on the plat as "Drainage Easement" shall remain accessible at all times and shall be maintained by Owner(s) of the lot or lots that are traversed by, or adjacent to the Drainage and Detention Easement. The City will not be responsible for the maintenance and operation of the drainage facilities within the Drainage Easement or for any damage to private property or person that results from conditions within the Drainage Easement. No obstruction to the natural flow of storm water run-off shall be permitted by construction of any type within the Drainage and Detention Easement, unless approved by the City. Each property owner shall keep the portion Drainage and Detention Easement traversing or adjacent to their property clean and free of debris, silt, and any materials which would result in unsanitary conditions or obstruct the flow of water. The City shall have the right of ingress and egress for the purpose of inspection and supervision of maintenance work by the property owner. The City shall not be held liable for any damages of any nature resulting from failure of facilities within the Drainage and Detention Easement. The City shall have the right to enter upon the Drainage and Detention Easement at any

EASEMENT DEDICATION



point, or points, to investigate, survey, construct and maintain any drainage facility deemed necessary for drainage purposes. The minimum finished floor elevation for each lot shall be as shown on the plat.

Executed in Denton County, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Grantor

STATE OF TEXAS §

§

COUNTY OF DENTON §

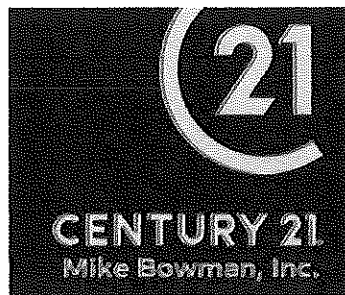
BEFORE ME, a Notary Public, on this day personally appeared \_\_\_\_\_, known to me to be the person or persons whose name or names are subscribed to the foregoing instrument and acknowledged to me that he/she or they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

(SEAL)

\_\_\_\_\_  
A NOTARY PUBLIC, State of Texas

My commission expires the \_\_\_\_\_ day of \_\_\_\_\_



My name is Jared Pruett. I am a Texas licensed real estate agent (Lic # 0677632) active in the Denton County, Texas area. By virtue of my occupation and experience, I am generally familiar with the value of real property in and around the Sanger, Texas area. I have been asked to provide an opinion of value of approximately 400 sq. ft. of a hypothetical drainage easement located at that SE corner of IESI INDUSTRIAL PARK LOT 2 (see attached survey). My understanding is that the easement is necessary to permit drainage, and will be used for no other purpose. The land as it sits presently is unimproved, and is owned by the City of Sanger. The easement will not interfere in the City's use of the land, and the development proposed on the adjacent tract will provide revenue for the City. In my opinion, the fair market value of the requested easement is between \$300 and \$400.

Sincerely,

Jared Pruett

A handwritten signature in black ink, appearing to be 'JP' with a stylized flourish.



## CITY COUNCIL COMMUNICATION

**DATE:** July 17, 2023

**FROM:** Ramie Hammonds, Development Services Director

**AGENDA ITEM:** Consideration and possible action on a request for the Replat of Lot 2, of the IESI Industrial Park, being 2.993 acres located within the City of Sanger, and generally located along the north side of Utility Road approximately 1464 feet east of the intersection of North Stemmons Frwy and Utility Road.

**SUMMARY:**

- The applicant is proposing to create 1 industrial lot of 2.993 acres, from 1 previously platted tract.
- The site is zoned Industrial 1
- The applicant is proposing to create warehouses on the site.
- Lot 2-R has approximately 461 feet of frontage on Utility Road.
- There was no right-of-way dedication required.
- The replat will establish all easements required to make the site a developable site.
- The Planning and Zoning Commission recommend APPROVAL on 2-13-23 with the condition comments were satisfied prior to City Council.
- Council DENIED the Replat on 3-6-23 based on comments not being satisfied.
- All comments have been satisfied with the approval of the easement from the City of Sanger.

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: N/A

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL.

**ATTACHMENTS:**

Location Map

Replat

Application

Letter of Intent



Project Name: IESI Industrial Park  
Replat  
Project: 23SANZON-0002

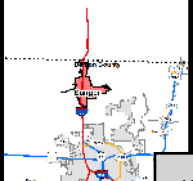


City Limits

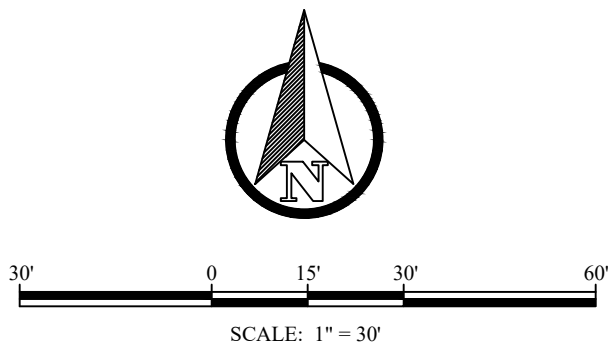
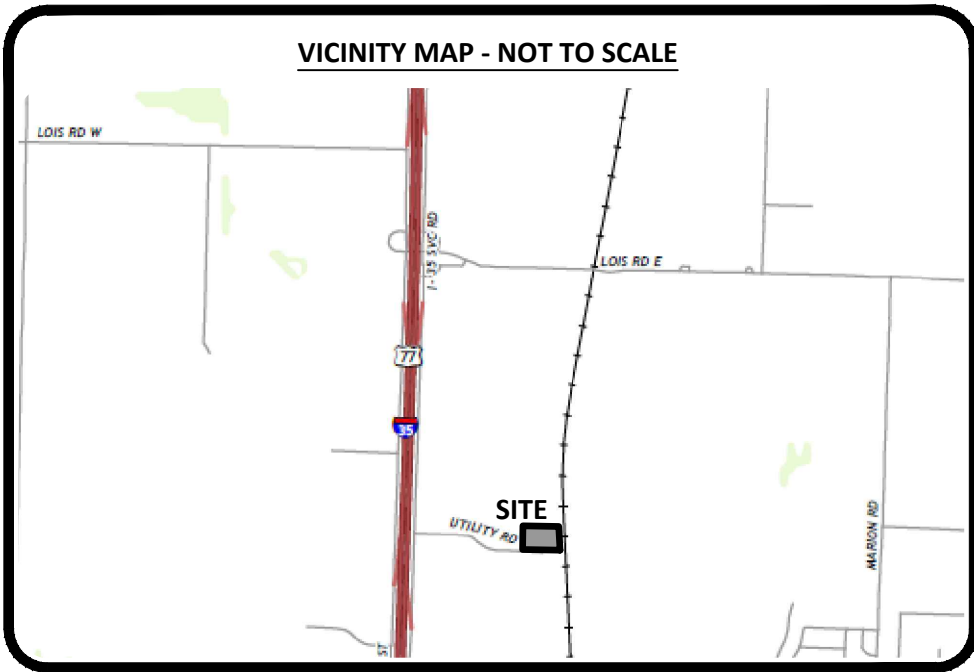


Exhibits

DISCLAIMER:  
This map was generated by GIS data provided by the Sanger GIS Department. The City of Sanger does not guarantee the correctness or accuracy of any features on this map. These map products are for illustration purposes only and are not suitable for site-specific decision making. GIS data is subject to constant changes, and may not be complete, accurate or current.  
Date: 1/22/2023 4:05:48 PM  
Doc Name: 23SANZON-0002\_IESI Industrial Park Replat







LEGEND OF ABBREVIATIONS

- D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS, DENTON COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DENTON COUNTY, TEXAS
- DOC.# DOCUMENT NUMBER
- C.M. CONTROLLING MONUMENT
- SQ. FT. SQUARE FEET
- ROW RIGHT OF WAY
- CRS CAPPED REBAR SET

UTILITY COMPANY	CONTACT	EMAIL	PHONE NUMBER	ADDRESS
AT&T	DENNIS EDWARDS	DEED1P@ATT.COM	800-451-6716	N/A
AT&T	MAP REQUEST	MAP.REQUESTS@ATTMOSENERGY.COM	N/A	P.O. BOX 880205, DALLAS, TX 75285
CENTURYLINK	JORDAN GAARD	JORDAN.GAARD@CLM.COM	N/A	14021 FAK BLVD, FT. WORTH, TX 76115
CITY OF SANGER	JIM BOLZ	JIMBOLZ@SANGERTXAS.ORG	840-458-2571	502 ELM ST, SANGER, TX 76861
MCI	TRAVIS VAN WYK	TRAVIS@MCI.COM	N/A	3301 MATRIX DRIVE, RICHARDSON, TX 75082
NORTEL COMMUNICATIONS	SHAY R. EVANS	SEVANS@NORTEL.COM	840-759-2251	PO BOX 587, 225 N. WALNUT ST, MCKENNA, TX 75282
SANGER ELECTRIC	N/A	N/A	840-458-7000	502 ELM ST, SANGER, TX 76861
SUDENLINK COMMUNICATIONS	JUAN PEREZ RODRIGUEZ	JUAN.PEREZ.RODRIGUEZ@SUDENLINK.COM	N/A	N/A
ZAYO FIBER SOLUTIONS	OMAYRA MURAVLENKO	OMURAVLENKO.ZAYO@GMAIL.COM	214-216-8952	1100 EMPIRE CENTRAL PL, DALLAS, TX 75247

SURVEYOR'S NOTES:

- Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83), distances are surface with a combined scale factor of 1.00015063.
- This property lies within Zone "X" of the Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, map no. 48121C0070G, with an effective date of April 18, 2011, via scaled map location and graphic plotting.
- Monuments are found unless specifically designated as set.
- Elevations (if shown) are North American Vertical Datum of 1988 (NAVD '88).

PLAT NOTES:

- All lots comply with the minimum size requirements of the zoning district.
- This property may be subject to charges related to impact fees and 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 and 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 existing deed restrictions, if any, on this property.
- Minimum finished floor elevations are at least 2 feet above the 100 year flood plain.
- The purpose of this replat is to dedicate easements within existing Lot 2.
- The City of Sanger is not responsible for the design, construction, operation, maintenance, or use of the storm water detention area, private drainage ditches, or associated private drainage easements, herein referred to as "features" to be developed and constructed by the Owners or their successors. Owners and successors agree to indemnify and hold harmless the City of Sanger, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorney's fees for any negligence or omissions whatsoever, arising out of the design, construction, operation, maintenance, condition or use of the "features" including any nonperformance of the foregoing. All of the above shall be covenants running with the land.

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS PENTHOUSE SPEEDWAY CONDO, LLC is the owner of that tract of land out of the R. Bebee Survey, Abstract Number 29, in the City of Sanger, Denton County, Texas, and being all of Lot 2 of IESI Industrial Park, an addition in the City of Sanger, Denton County, Texas, according to the plat recorded under Cabinet U, Slide 75, Plat Records, Denton County, Texas, (P.R.D.C.T.), said Lot 2 being conveyed by deed to Penthouse Speedway Condo, LLC as recorded under Document Number 2020-190468, Official Public Records, Denton County, Texas, (O.P.R.D.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD '83)):

**BEGINNING** at a 1/2 inch rebar with cap stamped, "EAGLE SURVEYING" found for the northwest corner of said Lot 2 and the herein described tract;

**THENCE** with the perimeter and to the corners of said Lot 2, the following calls:

- South 88 degrees 38 minutes 21 seconds East, a distance of 437.83 feet to a 1/2 inch rebar with cap stamped, "EAGLE SURVEYING" found;
- South 03 degrees 22 minutes 27 seconds East, a distance of 290.68 feet to a 1/2 inch rebar with cap stamped, "HAT-2901" found;
- North 88 degrees 42 minutes 08 seconds West, a distance of 461.51 feet to a 1/2 inch rebar found;
- North 01 degrees 17 minutes 52 seconds East, a distance of 290.20 feet, returning to the **POINT OF BEGINNING** and enclosing 2.993 acres (130,328 square feet) of land, more or less.

STATE OF TEXAS §  
COUNTY OF §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

THAT, PENTHOUSE SPEEDWAY CONDO, LLC, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as (lot/block/subdivision), 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 aisles, 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 the \_\_\_\_ day of \_\_\_\_\_ 20\_\_

PENTHOUSE SPEEDWAY CONDO, LLC, Owner (Authorized Agent)

STATE OF TEXAS §  
COUNTY OF §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, 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 as for the purpose and consideration therein expressed, and in the capacity therein stated.

Notary Public in and for the State of Texas

**SURVEYOR'S CERTIFICATE**  
STATE OF TEXAS §  
COUNTY OF TARRANT §

I, John H. Barton III, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that the map shown hereon accurately represents the described property as determined by a survey made on the ground under my direction and supervision.

Date of Plat/Map: February 22, 2023

John H. Barton III, RPLS# 6737 Date

STATE OF TEXAS §  
COUNTY OF TARRANT §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, 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/she executed the same as for the purpose and consideration therein expressed, and in the capacity therein stated.

Notary Public in and for the State of Texas

APPROVED AND ACCEPTED

CHAIRMAN, PLANNING AND ZONING COMMISSION  
CITY OF SANGER, TEXAS

MAYOR  
CITY OF SANGER, TEXAS

CITY SECRETARY  
CITY OF SANGER, TEXAS

DATE

DATE

DATE

REPLAT  
LOT 2-R, IESI INDUSTRIAL PARK  
BEING A REPLAT OF LOT 2, IESI INDUSTRIAL PARK  
AN ADDITION IN THE CITY OF SANGER ACCORDING  
TO THE PLAT RECORDED UNDER  
CABINET U, SLIDE 75, P.R.D.C.T.  
1 LOT | 2.993 ACRES OUT OF THE R. BEBEE SURVEY,  
ABSTRACT #29  
CITY OF SANGER, DENTON COUNTY, TEXAS  
PREPARED DECEMBER, 2022

ENGINEER



5200 State Highway 121  
Colleyville, TX 76034  
Phone: 817-488-4960

SURVEYOR  
BARTON CHAPA SURVEYING  
5200 State Highway 121  
Colleyville, TX 76034  
Phone: 817-864-1957  
info@bcsdlw.com  
TBPLS Firm #10194474

OWNER/DEVELOPER  
PENTHOUSE SPEEDWAY CONDO LLC  
60 VILLAGE LN, SUITE 110  
COLLEVILLE, TEXAS 76034  
PHONE: 469 628 - 6587  
CONTACT: CLINT COX  
clint.cox@lowtcenter.com

JOB NO. 2020.001.167

DRAWN: BCS

CHECKED: JHB

TABLE OF REVISIONS

DATE SUMMARY

SHEET:



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: Kyle McCage	Name: Clint Cox
Company: Kirkman Engineering	Company: Penthouse Speedway Condo, LLC
Address: 5200 State Highway 121	Address 1920 E State Highway 114
City, State, Zip: Colleyville, TX 76034	City, State, Zip: Southlake, TX 76092
Phone 817-488-4960	Phone: 469-628-6587
Fax: n/a	Fax: n/a
Email: kyle.mccage@trustke.com	Email: clint.cox@siskcapital.com

#### Submittal Checklist

<input checked="" type="checkbox"/>	Pre-Application Conference (Date: 02/___/ 2021)
<input checked="" type="checkbox"/>	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
<input checked="" type="checkbox"/>	Letter of Intent
<input checked="" 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)
	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 <a href="mailto:development@sangertexas.org">development@sangertexas.org</a>

Supporting Materials (List if provided): Civil construction plans are under review as  
Sanger Industrial Addition

R Number(s): \_\_\_\_\_

Clint Cox

Owner's Signature

12/22/2022

Date

Kyle McCage

Applicant's Signature

12/20/22

Date

Office Use: Reviewed by Director of Development Services \_\_\_/\_\_\_/\_\_\_\_





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

## **SUBDIVISION PACKET**

A Plat subdividing land within the city limits of Sanger or within Sanger Extraterritorial Jurisdiction (ETJ) requires the approval of the City of Sanger. The platting process involves the preparation of one or more plats by the landowner, a review by staff, and consideration by the Planning & Zoning Commission and City Council.

**PLAT TYPES:** There are seven different types of plats, each with their own function.

- Preliminary Plat – A preliminary plat is required for most subdivisions, particularly those providing for dedication of public right-of-way and construction of public improvements. It is used to determine the layout of the proposed development.
- Final Plat – A final plat will follow a preliminary plat to specify in detail the arrangement of lots, the dedication of public right-of-way, and the provision of public improvements and services.
- Replat – A replat revises an existing plat and is controlling over the preceding plat. A public hearing is required for replat.
- Minor Plat – A minor plat is one creating three lots or fewer, and not requiring the dedication of right-of-way or construction of improvements. Minor plats can be approved with the preparation of a preliminary plat.
- Amended Plat – An amended plat revises a previously platted lot to correct an error or add or modify a feature. Amending plats cannot increase the number of lots.
- Conveyance Plat – A conveyance plat may be used to convey the property or interests therein. It may also be used in lieu of a final plat to record a subdivision or property. A conveyance plat is an interim step in the subdivision of land and shall contain a notation that indicates that no development is intended.
- Vacating Plat – A vacating plat removes/vacates the plat covering a tract of land before any lot in the plat is sold. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.

**SUBMISSION REQUIREMENTS:** The submittal requirements for each kind of plat are included in this packet.

**SUBMISSION SCHEDULE:** Plats must be submitted during regular business hours before the submittal cut-off date for each Planning and Zoning (P&Z) Commission meeting. Before the application is filed, a mandatory completeness check is required. Application are encouraged to be submitted at least 9 days prior to the submittal cut-off date for completeness check. Plat will be scheduled for P&Z Commission and for City Council according to The Schedule for Planning Applications on the City's website. Staff will provide review comments within 2 weeks of application filing. All corrections must be made prior to the P&Z Commission meeting. If more time is needed for revisions/corrections, the applicant and owner must submit a request in the form of a signed letter a week before the P&Z meeting date. Staff may extend the application review time for up to 25 days upon receipt of the signed letter.



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**APPLICATION FEES:** The non-refundable application fee covers part of the cost for the city to review and act on the plat application.

- Residential Preliminary or Final Plat / Replat
  - \$400.00 + \$6.00 per lot < 10
  - \$500.00 + \$10.00 per lot > 10
  - \$500.00 + \$15.00/acre for plats with lot sizes of one acre or more
- Commercial Preliminary or Final Plat / Replat
  - Less than five (5) acres - \$500.00 + \$15.00 per acre
  - Five (5) acres to less than 25 acres - \$600.00 + \$15.00 per acre
  - 25 acres to less than 100 acres - \$950.00
  - 100 acres or more - \$950.00 + \$5.00 per acre
- Minor Plat - \$400.00 + \$3.00 per lot, or \$15.00 per acre for lots larger than 1 acre
- Amended Plat - \$200.00 + \$3.00 per lot
- Conveyance Plat - \$200.00 + \$3.00 per lot
- Vacating Plat - \$200.00

### SUBDIVISION PROCEDURE

The process for subdividing land involved the following steps:

1. Pre-Application Conference: Prior to filing of a plat, the owner must consult with the Director of Development Services, and other City staff concerning compliance with all applicable ordinances and regulations, and the provision of adequate infrastructure and public services. Also, the applicable application review and approval procedure for the plat will be identified.
2. Completeness Check: The applicant will provide all required documents and fees along with the signed application and applicable checklist for a completeness check 9 days prior to the submittal cut-off date. Staff will review the documents for completeness of items listed on the checklists and provide feedback about any additional information or documents required from the applicant. Applications deemed to be incomplete at the time of submittal cut-off date will be returned to the applicant without the application being filed.
3. Submission: Upon determination of application completeness, the application will be considered filed with the Development Services Department. The application submittal cut-off date will be considered as the application filing date and as the first day of review of application.
4. Review: City Staff will review the plat for compliance with the Subdivision Ordinance and other city requirements, and provide comments within 2 weeks of application submittal. The applicant may need to make changes and revisions to the plat or supporting materials. The applicant must provide additional copies of the plat if requested by staff prior to the P&Z Commission and City Council meetings.





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5. Planning & Zoning Commission: The Planning & Zoning Commission will consider the plat at a regular meeting. The meeting date will be determined at the time of application filing. Staff will recommend approval of the project only if all of staff's comments have been addressed prior to P&Z meeting. If the plat is approved, it will be forwarded to the City Council. If the plat is denied, applicant may resubmit a response addressing all of staff's comments prior to City Council meeting date.
6. City Council: The City Council will consider the plat at a regular meeting. The meeting date will be determined at the time of application filing. Staff will recommend approval of the project only if all of staff's comments have been addressed prior to City Council meeting. City Council's action will be final. If the plat is denied, staff will provide written statement with specific reasons for disapproval. The applicant may resubmit a response satisfying all reasons for disapproval. Upon resubmittal of the applicant's response, City will have 15 days to either approve or deny the plat. If plat is denied again, the applicant will be required to start a new application. If approved, applicant may schedule a pre-construction meeting with City staff.
7. Filing for Recordation: Following approval by the City Council, and construction and acceptance of any required public improvements, the plat will be signed by the P&Z Chairman, Mayor, sealed by the City Secretary, and filed for record with Denton County. A Plat Execution Package containing the following must be provided to the Development Services to file the plat for record with Denton County:
  - a. three (3) full-sized (24"x36") notarized copies of the plat with all signatures (except P&Z Chairman, Mayor and City Secretary), seals, stamps or other validation/certifications of work as applicable in accordance with State law and local requirements, folded to 8.5"x11" with the title block facing outwards;
  - b. recent original certified & sealed tax certificates showing \$0.00 amount due;
  - c. \$100.00 plat filing fee;

Note: Preliminary Plats are not filed for record

Consult the Schedule of Planning Application for submittal dates and corresponding meeting dates of the Planning & Zoning Commission and City Council.



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## **SUBMITTAL REQUIREMENTS & PROCESS**

All plat submittals must include the correct copies of the plat, the completed and signed application form, plat checklist, the application fee, and a Letter of Intent. Some plats may also require additional copies of the plat and/or other supplementary materials. The Pre-Application Conference with city staff will determine the specific submittal requirements for each applicant.

**PLAT:** The applicant must provide one (1) copy of the plat, printed on a 24"x36" paper, folded to one quarter that size, along a pdf copy of the plat provided on a CD/DVD or emailed to [development@sangertexas.org](mailto:development@sangertexas.org). Additional copies of the plat may be required for staff, depending on the nature of the plat. Additional copies may be required prior to the Planning & Zoning Commission and City Council meetings.

**APPLICATION FORM:** The application form must be completed and signed by the owner(s).

**PLAT CHECKLIST:** Each item on the applicable plat checklist must be check marked as completed and submitted along with the application form.

**APPLICATION FEE:** The required application fee must be provided by check made payable to the City of Sanger. If the submittal is complete, the payment will be accepted. If the submittal is incomplete, the check will be returned with the other materials.

**LETTER OF INTENT:** Each plat submittal must include a Letter of Intent which provides the following:

- The subdivider's name and address
- The contact information of the person(s) preparing the submitted documents
- The designated point of contact for future correspondence
- The intent of the plat application
- A brief description of the location, land area, particulars as to the intended use(s) of the property, and any intended future development on the property
- A request that the plat be reviewed and considered by the appropriate approval body

**SUBMITTAL PROCESS:** The applicant shall submit the plat application to the Department of Development Services as indicated by the Schedule of Planning Application. A plat application submittal is accepted by the City when the Director of Development Services has certified to the applicant that a complete submittal providing adequate information for a comprehensive review has been received. No plat application will be considered submitted with the city until and unless the prescribed application fees have been paid. All original plat application documents must be submitted to the Department of Development Services, as well as emailed to [development@sangertexas.org](mailto:development@sangertexas.org).



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### PRELIMINARY PLAT CHECKLIST

The plat shall be drawn to a scale of not more than two hundred feet to the inch (1" = 200'). The information to be included and the procedure for submittal are as follows:

- ☐ Legal Description (Metes and Bounds) with total acreage
- ☐ Describe and locate all permanent survey monument, pins, and control points and tie and reference the survey corners at two points to the Texas State Plane Coordinate System North Central Zone 1983-1999 datum. The Point of Beginning (POB) shall be clearly marked including State Plane Coordinates, NAD 83.
- ☐ An accurate location of at least two (2) corners of the subdivision with reference to original corners of the original survey of which the subdivision is a part or an existing permanent monument to an approved and recorded plat or permanent markers established by and approved by the City Engineer.
- ☐ North Arrow
- ☐ Scale (both graphic and written) appropriate for the level of detail and not more than two hundred feet to the inch (1"=200)
- ☐ Legend for any symbols used
- ☐ Location/Vicinity Map showing the location of the subject property, existing and proposed streets and thoroughfares covering an area at least one thousand feet (1,000') outside the proposed subdivision.
- ☐ Title Block with the following information:
  - 1) Plat Type (ex: "Final Plat", "Preliminary Plat", etc.)
  - 2) Name of the proposed development/addition
  - 3) Total number of lots and HOA/Open Space lots
  - 4) Survey name and abstract number
  - 5) Gross acreage
  - 6) Right-of-Way acreage, if dedicated
  - 7) Date of preparation and subsequent revisions
- ☐ Block with name(s), address, phone number, and email of preparer, owner, developer, engineer, and/or surveyor



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☐ Existing Features:

- 1) Location and dimension of all boundary lines (accurate in scale) with dimensions and bearings including lot lines, building lines, and City Limits lines (if any).
- 2) The location, widths, and names of all existing or platted streets or other public areas, parks, existing permanent structures, land dedicated within or contiguous to the subject property, railroads, rights-of-way, easements, and other important features, such as abstract lines, political subdivision or corporation lines, and school district boundaries.
- 3) Existing sewer mains, water mains, drainage culverts or other underground structures within the tract and immediately adjacent thereto with pipe sizes, grades, locations and dimensions indicated.
- 4) Contours with intervals of two feet (2') or less, referred to mean sea level datum. In areas where the terrain is relatively flat, supplementary contours shall be shown so that the average horizontal distance between said lines does not exceed two hundred feet (200').
- 5) Subdivision name of adjacent properties (P.R.D.C.T) or ownership information for adjacent un-platted properties (D.R.D.C.T.) with recording information.
- 6) Location of existing fire hydrants and fire lanes

**PRELIMINARY PLAT CHECKLIST (cont.)**

☐ New Features:

- 1) The layout, names, and widths (from centerline to edge as well as from edge to edge) of the proposed streets, fire lanes, drives, alleys and easements.
- 2) Length and radii of all street segments
- 3) Curve table for all streets, drives, and alleys
- 4) Acreage or square footage of right-of-way dedicated should be shown, including corner clips and deceleration/turn lanes on the plat
- 5) Lot and block numbers (lot number are numbers; and block numbers are letters), square footage, and other description according to the real estate records of the city or county auditor and recorder; also, designation of the proposed uses of land within the subdivision.
- 6) All parcels of land intended to be dedicated for public use or reserved in the deeds for the use of all property owner(s) in the proposed subdivision, together with the purpose or limitations of such reservations.
- 7) The layout, numbers, set-back lines, and approximate dimensions of proposed lots, blocks, parks, etc.
- 8) Location of proposed fire hydrants and fire lanes
- 9) USPS Postmaster approved location of mailboxes (if cluster mailboxes)
- 10) Proposed building lines with square footage and proposed use
- 11) Proposed Parking layout

☐ Table showing the following information:

- 1) Listing of the lots with square footage, and the associated lot widths at the front building line
- 2) Square footage of total building footprint and of each land use (if known)
- 3) Number of required and provided parking spaces
- 4) Required and provided total landscaped area and front yard landscaped area



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- ☐ Existing and proposed FEMA 100-year floodplain boundaries and elevation. Include minimum finished floor elevations (minimum 2 feet above the 100-year elevation) of all lots adjacent to floodplain. If the site does not contain a floodplain, note that: "No 100-year floodplain exists on the site." A Floodplain reclamation study will be required with Final Plat if necessary.
- ☐ Submittals for preliminary plats shall include plans, documents, and information adequate for the review of the provision of public improvements to the properties involved. This includes but is not limited to streets, water services, wastewater services, franchise utilities, street lighting, and stormwater detention (ex: preliminary drainage plans, preliminary utility plans, floodplain study, traffic impact study etc.).
- ☐ Two (2) copies of the typical cross-sections of proposed streets showing the width of pavement, type of pavement, and location and widths of sidewalks when not in conformance with standard details.
- ☐ Approval Block:

The following notice shall be placed on the face of each preliminary plat by the subdivider:

**"Preliminary Plat for Review Purposes Only"**

**The following certificates shall be placed on the preliminary plat by the**

**subdivider:** Approved for Preparation of Final Plat

\_\_\_\_\_  
City of Sanger, TX  
Planning & Zoning Commission

\_\_\_\_\_  
Date



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### FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST

- ☒ The Plat shall be drawn to a scale of not more than two hundred feet to the inch (1" = 200').
- ☒ The boundary marked with heavy weighted lines with accurate distances and bearings, a metes and bounds description of the boundary (error of closure shall not exceed one (a) in fifty thousand (50,000) for the plat boundary), exact acreage to hundredths, and the exact location and width of all existing or recorded rights-of-way intersecting the boundary of or bordering on the tract. One (1) copy of the traverse closure sheet shall be enclosed.
- ☒ True bearings and distances to the nearest established street lines, official monuments or subdivision corner, which shall be accurately described on the plat. Municipal, township, county or abstract survey lines shall be accurately tied to the lines of the subdivision by the distances and bearings, where applicable.
- ☒ Describe and locate all permanent survey monument, pins, and control points and tie and reference the survey corners at two points to the Texas State Plane Coordinate System North Central Zone 1983-1999 datum. The Point of Beginning (POB) shall be clearly marked including State Plane Coordinates, NAD 83.
- ☒ An accurate location of at least two (2) corners of the subdivision with reference to original corners of the original survey of which the subdivision is a part or an existing permanent monument to an approved and recorded plat or permanent markers established by and approved by the City Engineer.
- ☒ Subdivision name of adjacent properties (P.R.D.C.T) or ownership information for adjacent unplatted properties (D.R.D.C.T.) with recording information.
- ☒ An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.
- ☒ If the property owner information does not match the Denton Central Appraisal District record, then information related to the purchase must be provided.
- ☒ The exact layout, including:
  - 1) Street and/or alley names
  - 2) The length of all arcs, radii, internal angles and points of curvature, length and bearing of the tangents
  - 3) All existing and proposed easements for right-of-way, public services, utilities or any other easements and any limitations of the easements
  - 4) Show centerline of existing streets. Dimensions from centerline to edges of existing and proposed right-of-way on both sides of the centerline.
  - 5) All lot number and lines, with accurate dimensions in feet and hundredths and with bearings and angles to street and alley lines to the nearest second
- ☒ The accurate location, material, and approximate size of all monuments.



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- ☒ The accurate outline description of all property which is offered for dedication for public use, such as parks, etc., with the purpose indicated thereon, and all property that may be reserved by deed covenant for the common use of the property owners in the subdivision.
- ☐ A signed and notarized copy of private restriction (if any), that are filed for record in the office of the County Clerk shall be provided with the Final Plat.
- ☒ Name and addresses of the owner, subdivider, engineer, and surveyor.

### **FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST** (cont.)

- ☒ North point, written and graphic scale, and date.
- ☒ 3"x3" recording box at the lower right hand corner.
- ☒ A Title Block with the following information shall be provided on each page:
  - 1) Plat Type (ex: "Final Plat", "Preliminary Plat", etc.)
  - 2) Name of the proposed development/addition/subdivision
  - 3) Total number of lots and HOA/Open Space lots
  - 4) Survey name and abstract number
  - 5) Gross acreage
  - 6) Right-of-Way acreage, if dedicated
  - 7) Date of preparation and subsequent revisions
- ☒ Standard Notation to be added on the plat:
  - 1) "All lots comply with the minimum size requirements of the zoning district."
  - 2) "This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due."
  - 3) "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."
  - 4) "Notice – selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits."
  - 5) "This plat does not alter or remove existing deed restrictions, if any, on this property."
  - 6) "Minimum finished floor elevations are at least 2 feet above the 100 year flood plain."
  - 7) "The subject property does not lie within a 100 – year floodplain according to Community Panel No. \_\_\_\_\_, dated \_\_\_\_\_, of the National Flood Insurance Rate Maps for Denton County, Texas."
  - 8) "The purpose of this plat is \_\_\_\_\_ [state the purpose] \_\_\_\_\_"
  - 9) "Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83)"





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- ☐ The name, address and phone number of all utilities providing service to the development is required. A signature from each provider or a will-serve letter, signifying their ability to provide service to the subdivision is required.
- ☒ Location map showing existing and proposed streets and thoroughfares covering an area at least one thousand feet (1000') outside the proposed subdivision.
- ☐ One paper copy (24"x36") and one soft copy (pdf) of approved civil/construction plans, along with GIS/CAD files for all approved public improvements on a CD/DVD.
- ☐ For Conveyance Plats Only: All conveyance plats must be titled "Conveyance Plat" and carry the following text:

"A conveyance plat is a record of property approved by the City of Sanger for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit may be issued, nor development begin, nor permanent public utility service provided until a final plat is approved, filed of record and public improvements are accepted in accordance with the City of Sanger Code of Ordinances. Selling a portion of this property by metes and bounds, except as shown on an approved, filed and accepted conveyance plat, final plat or replat is a violation of the state law."



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### FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST

- ☒ Certification by a registered public surveyor or licensed state land surveyor, registered in the State of Texas to the effect that the plat represents a survey made by him or under his direct supervision and that all monuments shown thereon have been verified and actually exist, and that their location, size, and material are correctly shown. Such surveyor's certificate may be prepared as follows:

**"State of Texas  
County of Denton**

*I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made on the ground under my supervision.*

(Engineer or Surveyor's Seal)

\_\_\_\_\_  
Licensed Professional Engineer OR

Registered Public Land Surveyor Texas R.P.L.S. No.

\_\_\_\_\_  
Date"

- ☒ A certificate of ownership and dedication of all streets, alleys, parks, and playgrounds to public use forever, signed and acknowledged before a notary public, by the owner or authorized representative and lien holder of the land, and a complete and accurate description of the land subdivided and the streets dedicated. Such owner's certificate may be prepared as follows:

**"State of Texas  
County of Denton**

*I (we), the undersigned, owner(s) of the land shown on this plat within the area described by metes and bounds as follows:*

(Metes and Bounds Description of Boundary)

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT \_\_\_\_\_, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as \_\_\_\_\_ (lot/block/subdivision), 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 aisles, 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 \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_, Owner

\_\_\_\_\_, Title and Company (if applicable)"



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**FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST**  
**(cont.)**

"State of Texas  
County of Denton

*Before me, the undersigned authority, 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/she executed the same for the purposes and considerations therein expressed and in the capacity therein stated.*

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Type or Print Notary's Name

My Commission Expires \_\_\_\_\_."

- ☒ The following certificate shall be included on the plat in a manner that will allow the signatures of the designated officials and the affixing of the City Seal.

"Approved and Accepted

\_\_\_\_\_  
Chairman, Planning & Zoning Commission

\_\_\_\_\_  
e City of Sanger, TX

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor  
City of Sanger, TX

\_\_\_\_\_  
Date

Attested by

\_\_\_\_\_  
City Secretary  
City of Sanger, TX"

\_\_\_\_\_  
Date



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### VACATING PLAT CHECKLIST

- ☐ A letter signed by the property owner(s) indicating their consent. If the property owner information does not match the Denton Central Appraisal District record, then information related to the purchase must be provided.
- ☐ Current tax certificate(s) indicating all taxes for the subject property have been paid to the current year (available from Denton Central Appraisal District). Tax statements printed from the DCAD website (pdf) are acceptable in lieu of the original certificate(s). Original tax certificates shall be required for recording the plat at the County.
- ☐ Letter of Intent that should include
  - 1) Existing legal description (subdivision name, lot(s), block(s));
  - 2) Original legal description that will be resumed upon plat vacation;
  - 3) Explain the location of all structures on the property.
  - 4) The contact information of the person(s) preparing the submitted documents
  - 5) The designated point of contact for future correspondence
  - 6) The intent of the plat application
  - 7) A request that the plat be reviewed and considered by the appropriate approval body
- ☐ A signed and notarized affidavit filled out completely and accurately by the land owner for the type of plat that is proposed to be vacated must be included.
- ☐ A map(s) showing the location, size, use and arrangement of all buildings/structures showing height in stories and feet, total floor area, total square feet of ground area coverage of existing buildings which will remain, if any, and the location, designation and total area of all usable open space.
- ☐ Vicinity Map

Kirkman Engineering  
5200 State Highway 121  
Colleyville, TX 76034  
817.488.4960



December 20, 2022

City of Sanger  
Development Services  
201 Bolivar St/PO Box 1729  
Sanger, TX 76266

**RE: Letter of Intent – Sanger Industrial Replat**

Subdivider's Information:

Penthouse Speedway Condo, LLC  
1920 E State Highway 114  
Southlake, TX 76092

Applicant and Contact:

Kyle McCage, P.E., CFM  
Kirkman Engineering  
5200 State Highway 121  
Colleyville, TX 76034  
817-488-4960  
[Kyle.mccage@trustke.com](mailto:Kyle.mccage@trustke.com)

The intent of this plat application is to support a replat of Lot 2, IESI Industrial Park as recorded in Cabinet U, Slide 75, Plat Records, Denton County, Texas. The replat is necessary to add an on-site drainage easement and a firelane, access, and utility easement.

This project is a 2.9-acre industrial development occurring on undeveloped land. It is a one phase development supporting 8 buildings ranging from 5,100 square feet to 6,000 square feet. Intended uses are consistent with the recently assigned Industrial (I-1) zoning category. In addition to the buildings are supporting utility infrastructure and concrete paving.

It is requested that the replat be reviewed and considered by the appropriate approval body.

Please contact me directly at 817-488-4960 if you have any questions.

Sincerely,

Kyle McCage, P.E., CFM



## CITY COUNCIL COMMUNICATION

**DATE:** July 17, 2023

**FROM:** Clayton Gray, Finance Director

**AGENDA ITEM:** Consideration and possible action of Ordinance 07-13-23, authorizing and ordering the issuance of City of Sanger Texas Certificates of Obligation, Series 2023B; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; awarding the sale thereof and making other provisions regarding such certificates, including use of the proceeds thereof; and matters incident thereto.

**SUMMARY:**

- The City anticipates issuing debt to fund the purchase of real property.
- This debt is to purchase approximately 100 acres of the property to be used for water, waste water, and/or electric improvements.
- Debt payments on the Series 2023B Certificates of Obligation will be supported by the City's Enterprise Fund.
- City Council previously approved Resolution No. 2023-09, allowing the City to reimburse itself for expenses incurred with the purchase of the property following the sale of the Certificates of Obligation.
- The Ordinance will be provided at the Council meeting.

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: N/A

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval of Ordinance 07-13-23

**ATTACHMENTS:**

- None



## CITY COUNCIL COMMUNICATION

**DATE:** July 17, 2023

**FROM:** Clayton Gray, Finance Director

**AGENDA ITEM:** Consideration and possible action of Ordinance 07-14-23, authorizing and ordering the issuance of City of Sanger Texas Certificates of Obligation, Taxable Series 2023C; prescribing the terms and form thereof; providing for the payment of the principal thereof and interest thereon; awarding the sale thereof; and making other provisions regarding such certificates, including use of the proceeds thereof; and matters incident thereto.

**SUMMARY:**

- The City anticipates issuing debt to fund the purchase of real property.
- This debt is to purchase approximately 350 acres of the property to be developed or sold to a developer.
- Debt payments on the Taxable Series 2023C Combination Tax and Revenue Certificates of Obligation will be supported by the City's General Fund.
- City Council previously approved Resolution No. 2023-09, allowing the City to reimburse itself for expenses incurred with the purchase of the property following the sale of the Certificates of Obligation.
- The Ordinance will be provided at the Council meeting.

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: N/A

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval of Ordinance 07-14-23

**ATTACHMENTS:**

- None



## CITY COUNCIL COMMUNICATION

**DATE:** July 17, 2023

**FROM:** Alina Ciocan, Assistant City Manager

**AGENDA ITEM:** Consideration and possible action on selecting conceptual graphic design elements for the IH-35 corridor.

**SUMMARY:**

- The City is considering design concepts to enhance the aesthetics of the IH-35 corridor through Sanger.
- Kimley-Horn has been retained to assist with preliminary design concepts and develop a set of schematic plans for the City entry monumentation as well as the sound wall design.
- Based on feedback received from City Council on May 1, 2023, has been narrowed to include two concept designs and the sound wall.
- Once the final concept design elements are selected, staff will proceed with the design phase.

**FISCAL INFORMATION:**

Budgeted: -                      Amount: -                      GL Account: -

**RECOMMENDED MOTION OR ACTION:**

Staff recommends Council selecting the concept designs they would like to incorporate in the IH-35 corridor.

**ATTACHMENTS:**

- Presentation





## CITY COUNCIL COMMUNICATION

**DATE:** July 17, 2023

**FROM:** Jim Bolz, Public Works Director

**AGENDA ITEM:** Consideration and possible action on Resolution 2023-12 to ratify approval of a contract for the emergency repair of water well No. 8; making findings of an emergency exempting the contract from the requirements of competitive bidding under Chapter 252 of the Texas Local Government Code; and authorize City Manager to execute said contract.

**SUMMARY:**

- On June 21, 2023, we experienced a motor failure on Water Well No. 8 located at 1<sup>st</sup> Street and Cherry Street.
- Due to extreme heat and high-water volume usage, it was imperative to make these repairs as soon as possible.
- THI Water Well, LLC was contacted and given the authority to make these repairs without delay.

**FISCAL INFORMATION:**

Budgeted: YES

Amount: \$42,678.75

GL Account: 50-5373

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval

**ATTACHMENTS:**

- Resolution 2023-12
- THI Water Well, LLC invoice

**CITY OF SANGER, TEXAS****RESOLUTION NO. 2023-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, TO RATIFY APPROVAL OF A CONTRACT FOR THE EMERGENCY REPAIR OF WATER WELL NO. 8; MAKING FINDINGS OF AN EMERGENCY EXEMPTING THE CONTRACT FROM THE REQUIREMENTS OF COMPETITIVE BIDDING UNDER CHAPTER 252 OF THE TEXAS LOCAL GOVERNMENT CODE AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Sanger experienced a well failure on Water Well No. 8 located at 1<sup>st</sup> and Cherry Street on June 21, 2023; and

**WHEREAS**, it is necessary for the City to preserve the public health, safety and welfare, to provide its residents and businesses with potable water service; and

**WHEREAS**, due to the unforeseen damage to the City's water well, it is necessary for the City to enter in to an emergency repair contract without the time delay of competitive bidding to preserve and protect the public health and safety; and

**WHEREAS**, THI Water Well, LLC. has presented a proposal for the repair of the water well; and

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

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

**SECTION 1.** The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

**SECTION 2.** That the City Council finds and determines that the above conditions exist and that it necessary for City staff to procure by contract for the emergency repair of Water Well No. 8 located at 1<sup>st</sup> and Cherry Street and that said repairs are necessary to preserve and protect the public health and safety of the citizens of the City by provision of a public water system.

**SECTION 3.** That the City Council finds that the services to be performed by THI Water Well, LLC, to repair Water Well No. 8 are not subject to the competitive bidding requirements of Chapter 252 of the Texas Local Government Code as it is necessary to preserve and protect the public health and safety of the City's residents.

**SECTION 4.** That the City Manager and other responsible City staff are authorized and directed to execute a letter contract attached as "Exhibit A" and any subsequent amendments or

change orders with THI Water Well, LLC to repair the water well for the amount of \$42,678.75 and said expenditure is hereby approved. THI Water Well, LLC, shall provide as part of the letter contract a Certificate of Insurance showing Commercial General Liability and Commercial Vehicle Insurance and other coverages required by the City.

**SECTION 3.** This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**SECTION 4.** That this resolution shall become effective from and after its date of passage.

**PASSED AND APPROVED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023.**

APPROVED:

ATTEST:

\_\_\_\_\_  
Thomas E. Muir, Mayor

\_\_\_\_\_  
Kelly Edwards, City Secretary

ATTEST:

\_\_\_\_\_  
Hugh Coleman, City Attorney

THI Water Well  
PO Box 1419  
Bowie, TX 76230  
940-872-6633



## INVOICE

**BILL TO**

City of Sanger  
P O Box 1729  
Sanger, TX 76266

**SHIP TO**

City of Sanger  
P O Box 1729  
Sanger, TX 76266

**INVOICE # 3217**
**DATE 06/26/2023**
**TERMS Due on receipt**
**SERVICE DATE**

06/22, 23 & 26/2023

**WELL LOCATION**

Well 8 Job 10631

**POINT OF CONTACT**

Jim Bolz

DESCRIPTION	QTY	RATE	TOTAL	AFE/CC/PO#
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**SERVICE CHARGES**

We pulled the well for a grounded motor on 6-22-2023. We installed a new motor on 6-23-2023 and had the well ready to run. The flange on top of the well head broke when we were putting the plumbing back together. We replaced the cast iron flange with a carbon steel flange on 6-26-2023 and put the well head back together. We flushed the well out and cycled it and put the well inline.

Rig Time	2	4,500.00	9,000.00	
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**MATERIAL CHARGES**

SME Motor- 200HP	1	33,066.00	33,066.00	
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Shear Pin(s)	2	94.00	188.00	
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Air Line	770	0.40	308.00	
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Flange 6" and Gasket	1	116.75	116.75	
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REGULATED BY:  
THE TEXAS DEPT. OF LICENSING  
AND REGULATION  
P.O. BOX 12157  
AUSTIN, TX 78711  
800-803-9202  
512-463-7880

SUBTOTAL	42,678.75
TAX	0.00
TOTAL	42,678.75
BALANCE DUE	<b>\$42,678.75</b>



## CITY COUNCIL COMMUNICATION

**DATE:** July 17, 2023

**FROM:** Ronnie Grace, Interim Director of Electric

**AGENDA ITEM:** Consideration and possible action on authorizing staff to issue an RFP for relocating the electric utilities associated with the IH-35 expansion project.

**SUMMARY:**

- The proposed IH-35 Project will necessitate the adjustment, removal, and relocation of certain electric utilities.
- The cost associated with this project will be 100% reimbursable as outlined in the TXDOT standard utility agreement.
- Staff will need to publish a request for proposals for relocating Electric Power Distribution facilities on portions of IH-35. Proposals will be publicly opened and read aloud at City Hall, on August 22, 2023 at 2:00 p.m. on the same date.
- Plans, Specifications, and information for bidders will be available on City of Sanger's website under Public Notices.

**FISCAL INFORMATION:**

Budgeted: N/A                      Amount: N/A                      GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval.

**ATTACHMENTS:**

RFP for relocating electric power distribution facilities for IH-35.



**INVITATION TO BID ON THE  
REQUEST FOR PROPOSALS FOR  
RELOCATING ELECTRIC  
POWER DISTRIBUTION  
FACILITIES**

**RFP #2023-08**

## INVITATION TO BID

Sealed proposals addressed to the City of Sanger, Texas for **Relocating Electric Power Distribution Facilities** will be received in the office of the City Secretary, 502 Elm Street, Sanger, Texas, until **1:30 p.m., August 22, 2023**. Proposals will be publicly opened and read aloud at the City Hall at **2:00 p.m.** on the same date. Any bid received after the above closing time will be returned unopened.

Plans, Specifications, and contract documents for bidders will be available on the City's website beginning July 22, 2023. A certificate or cashier's check on a state or national bank of the state of Texas, or a bidder's bond from an acceptable surety company authorized to transact business in the state of Texas, in the amount of not less than five percent (5%) of the total bid must accompany each proposal as a guarantee that, if awarded the contract, the bidder will, within ten (10) calendar days after award of contract, enter into contract and execute a Bond on the forms provided in the contract documents.

A Performance Bond in an amount of not less than 100% of the contract price, conditioned upon faithful performance of the contract and payment of all persons applying labor or furnishing materials, shall be executed by the successful bidder and accompany his signed contract. Proposals must be submitted on the forms bound within the Specifications. The right to accept any bid or to reject any; or all bids and to waive all formalities is hereby reserved by the City Council of the City of Sanger.



## INSTRUCTIONS TO BIDDERS

### A. General

Proposals are requested by the City of Sanger, Texas, hereinafter referred to as the “Owner”.

This proposal is for construction of electric power distribution facilities.

### B. Bidder Qualifications

In order for their proposals to be considered, bidders must demonstrate that they are qualified to satisfactorily perform the specified work. The bidder shall submit written evidence of his qualifications to the Owner, with his proposal. Such evidence shall include all information necessary to certify that the bidder:

Maintains a permanent place for business;

Has available the construction plant and equipment to do the work;

Has technical knowledge and practical experience in work of the type specified;

Has adequate financial status to meet the financial obligations incident to the work;

Has no just or proper claims pending against him or his work; and

Has constructed other facilities of similar type and of equal or greater size and complexity. The evidence shall consist of a listing of the facilities indicating the owner’s name, location, approximate dollar value, type of facilities, and the date of completion.

### C. Proposal Documents

Prospective bidders who intend to make a direct proposal to the Owner may request copies of the specifications and documents and drawings.

Any questions pertaining to this Construction Specification shall be addressed to: Mr. Ronnie Grace, City of Sanger, P.O. Box 1729 Sanger, Texas 76266, Tel: 940-458-7930.

All proposal documents are the property of the Owner and shall not be reproduced by the bidders. The Owner reserves all rights to the proposal documents.

### D. Proposals

The original of each proposal shall be prepared and submitted in accordance with these Instructions to Bidders and the letter transmitting the specifications and documents to the bidder. One copy of the bid proposal sheets shall also be submitted. Proposals which are not prepared and submitted in accordance with these instructions will imply that the bidder does not intend to comply with all of the contract conditions and such proposals will be considered irregular.

If the prospective bidder declines to bid, he shall give written notice to the Owner not later than the date proposals are due. The bidder should specify the reason he has declined to bid, to avoid jeopardizing the bidder's future position.

### 1. Preparation

Proposal shall be carefully prepared using the proposal and proposal data forms included with the specifications and documents.

Entries on the proposals and proposal data forms shall be typed, using dark black ribbon, or legibly written in black ink. All prices shall be stated in words and figures except where the forms provide for figures only.

The bidder shall acknowledge receipts of all addenda issued for the specifications and documents in the space provided in the proposal form.

The bidder shall assemble all drawings, catalog data, and other supplementary information necessary to thoroughly describe materials and equipment covered by the proposal and shall attach such supplemental information to each copy of the bidding documents submitted.

### 2. Exceptions

A bid which contains exceptions or that is otherwise inconsistent with the bid documents and specifications may be rejected.

The purpose of the attached specifications is to fully specify the quality of the equipment and to state the standards that will be used to determine its acceptability. Each Bidder shall carefully check all requirements and shall plainly set forth all features, and specifications wherein any equipment offered does not meet these specifications. Such exceptions as are made, shall be listed by page number in the following blanks and shall be plainly marked in ink on the pages of letter. Failure to outline such exceptions shall require the successful bidder to meet these specifications.

Exceptions to Specifications Pages:

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### 3. Signature

Each bidder shall sign the proposal with an authorized signature and shall give his full business address. The bidder's name stated on the proposal shall be the exact legal name of the firm. The names of all persons signing shall also be typed or printed below the signature.

Proposals by partnerships shall be signed with the partnership name followed by the signature and designation of one of the general partners or other authorized representatives. A complete list of the partners shall be included with the proposals.

Proposals by a corporation shall be signed in the official corporate name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation.

A proposal by a corporation which is signed by a person who affixes to his signature and the word “president”, “secretary”, “agent”, or other designation, without disclosing his principal, may be rejected. Satisfactory evidence of the authority of the officer signing on behalf of the corporation state in which they are incorporated and the address of their principal office.

#### 4. Submittal

Proposals shall be submitted not later than the date and time stipulated in the “Invitation to Bidders” as follows:

The original to:

City of Sanger  
Office of the City Secretary  
502 Elm Street  
Sanger, Texas 76266

A single proprietary interest shall not submit multiple proposals for the same work even though the individual proposals are submitted under different names. The owner reserves the right to reject all proposals so submitted. Informal separate copies of proposals shall not be given to any employee of the Owner other than submitted bid to the City Secretary.

#### 5. Withdrawal

Proposals may be withdrawn, altered, and re-submitted at any time before the deadline set for receiving the proposals. Proposals may not be withdrawn, altered, or re-submitted within sixty (60) days thereafter.

#### E. Information to be Submitted with Proposal

Each bidder shall submit with his proposal pertinent information concerning proposed equipment and materials and proposed construction organization.

##### 1. Equipment

Each bidder shall submit all specifications or similar descriptive information necessary to completely describe the equipment he proposes to use on this project.

##### 2. Contractor’s Field Organization

Each bidder shall submit with their proposal an organization chart showing the names of field management, supervisory, and technical personnel, and the details of the management, supervisory, and technical organization that he proposes to use for this project. The successful bidder’s organization will be subject to the review and acceptance of the Owner.

The experience record of the Contractor's field superintendent shall be submitted with the proposal.

F. Proposal Guarantee

Each proposal shall be accompanied by a proposal guarantee (bid bond) in an amount not less than five percent (5%) of the total proposal price.

The guarantee shall be a certified check or cashier's bond executed by the bidder and a surety company authorized to do business in the State of Texas.

The proposal guarantee shall be made payable without condition to the City of Sanger, and the amount thereof may be retained by the City if the bidder's proposal is accepted and the bidder fails to enter into contract in the form prescribed, with legally responsible surety, within ten (10) calendar days after the date he is awarded the contract.

The proposal guarantees of each unsuccessful bidder will be returned after award of contract or when his proposal is rejected. The proposal guarantees of the bidder to whom the contract is awarded will be returned when the bidder executes the Contract Agreement and files a satisfactory Performance Bond. The proposal guarantee of the second lowest responsible bidder may be retained for a period not to exceed 60 days pending the execution of the Contract Agreement and Performance Bond by the successful bidder.

G. Local Conditions

Each bidder shall attend a Pre-Bid meeting which shall be held on **August 1, 2023**, at 1:30 pm at City of Sanger, City Hall, 502 Elm Street, Sanger, Texas 76266.

Each bidder shall visit the site of the work, and thoroughly inform themselves of all conditions and factors that would affect the prosecution and completion of the work; the availability and cost of labor; and facilities for transportation, handling, and storage of materials and equipment.

It must be understood and agreed that all such factors have been properly investigated and considered in preparation of every proposal submitted.

No claims for financial adjustment to any contract awarded for the work will be permitted by the Owner which are based on the lack of such prior information or its effect on the cost of the work.

H. Interpretation and Addenda

If any prospective bidder is in doubt as to the true meaning of any part of the proposed contract documents, he may submit to the Owner a written request for an interpretation. The person submitting the request will be responsible of its prompt delivery. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents.

It shall be the bidder's responsibility to advise the Owner, before the time specified of receipt of proposals, conflicting requirements or omissions of information which require clarification. Those

questions not resolved by addenda shall be listed in the space provided on the proposal form, together with statements of the basis upon which the proposal is made as affected by each question.

I. Bonds

The Contractor to whom the work is awarded will be required to furnish a Performance Bond to the Owner, in an amount equal to 100 percent of the contract amount. The cost of the bond shall be included in the lump sum proposal price.

All provisions of the bonds shall be complete. The bond shall be executed on the forms provided with the proper corporate surety through a company licensed and qualified to operate in the state of Texas and acceptable to the Owner. The bond shall be signed by an agent resident in the state of Texas, and the date of execution of the contract by the Owner.

If at any time during the continuance of the contract, the surety becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within 10 days after notice to do so. In default thereof, the contract may be suspended and all payments or monies due to the Contractor withheld.

The Performance Bond shall guarantee the faithful performance of all covenants, stipulations, and conditions of the contract

A Power of Attorney, certified to include the date of execution of the bond, evidencing the authority of the individual executing the bond on behalf of the surety shall accompany the bond.

J. Proposal

Firm price proposals shall be submitted.

K. Taxes, Permits, and Licenses \*

The bidder's attention is directed to the General Conditions regarding taxes, permits, and licenses. Each bidder shall be responsible for determining the applicable taxes, permits, and licenses. If the bidder is in doubt as to whether or not a tax, permit, or license is applicable, he shall state in his proposal whether this item has been included in this bid price and the amount of the applicable tax, permit, or license in question.

\* City of Sanger is tax exempt.

L. Time of Completion

The proposal shall be based upon completion of the work to permit placement of the electric facilities in continuous service by April 30, 2024. The completion dates shall be based upon awarding the bid by September 5, 2023.

M. Liquidated Damage

Liquidated damages of five thousand (\$5,000) shall be charged against the account of the selected contractor for each day that completion of the work under the contract is delayed past April 30,

2024. This amount is agreed to be fair and adequate compensation for damages suffered by the Owner due to said delays. Additionally, damages claimed by TxDOT's general road contractor for delays past the completion date will be assessed to the Contractor and Contractor agrees to accept and pay those amounts.

N. Sub-surface Conditions

Each bidder shall be responsible for determining the types of sub-surface materials that may be found.

O. Acceptance and Rejection of Proposals

Bids will be evaluated by the Owner, based on quality, past performance on projects for Owner, time required for completion and experience of the contractor. The Owner reserves the right to select the bid which best suits its needs whether the price is the lowest or not, and also reserves the right to reject any or all bids and to waive irregularities therein. All bidders must agree that such rejection shall be without liability on the part of the Owner of any penalty brought by any bidder because of such rejections, nor shall the bidders seek recourse of any kind against the Owner because of such rejections; and the filing of any bid in response to this invitation shall constitute an agreement of the bidder to these conditions.

The Owner reserves the right to accept the proposal which, in its judgment, is the lowest and best responsive proposal; to reject or negotiate any and all proposals; and to waive irregularities and informalities in any proposal that is submitted.

Proposals received after specified time of closing will be returned unopened.

P. Cash Allowance for Contingencies

Each proposal shall contain a Cash Allowance for "extra work" to cover the cost (to the extent of the allowance) of necessary additions to, or changes in the work as it progresses as ordered and approved by the Owner. Expenditures under this allowance will include compensation to the Contractor in addition to the actual cost of the extra work as specified.

The Contractor shall include in his Proposal and Contract amount the cash sum of Fifty Thousand Dollars (\$50,000.00) to cover the cost (to the extent) of the addition. This Cash Allowance for "extra work" will be in accordance with the requirements of General Conditions, Article X, CHANGES TO THE CONTRACT.

Any unexpected balance of Cash Allowance shall revert to the Owner in the final settlement of the contract.

PROPOSAL

Date: \_\_\_\_ day of \_\_\_\_\_ 2023

TO: The City of Sanger, Texas

Gentlemen:

The undersigned proposes to perform the materials construction as specified in the attached documents in compliance with all specifications included herein. All prices offered above are firm unless exception is noted as provided in the Instructions to Bidder's section.

1.0 Subcontractors

The undersigned proposes that he will perform all of work with his own forces and that no portion of the work will be subcontracted.

2.0 Addenda

The undersigned Bidder acknowledges receipt of the following addenda, which have been considered in preparing this proposal.

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

Number \_\_\_\_\_ Dated \_\_\_\_\_

3.0 Unit Pricing

The bidder shall furnish all materials and equipment and labor required for the construction of 12.5 kV distribution lines with associated facilities as per these specifications. The individual unit price is a firm price, includes furnishing all material and labor for installation or removal of the specific units designated, and includes all associated costs and overhead and profit markup. The total for all the installation and removal units for this proposal is:

\_\_\_\_\_ Dollars, (\$\_\_\_\_\_)



#### 4.0 Proposal Summary

Contractor Labor & Material	\$ _____
Approved Contingency	\$ 50,000.00
Total Contract Amount	\$ _____

#### 5.0 HB 1295, W9 , Conflict of Interest Questionnaire and No Boycott Verification

The bidder shall furnish Form 1295. 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

Please submit your completed and notarized form with your response packet. The bidder shall also submit copy of a W-9 for your company, the Conflict-of-Interest Questionnaire and the No Boycott Verification with your response packet.

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>For vendor doing business with local governmental entity</b>		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>  <div style="border: 1px solid black; height: 100px; width: 100%;"></div>	
<p><b>1 Name of vendor who has a business relationship with local governmental entity.</b></p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>		
<p><b>2</b> <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3 Name of local government officer about whom the information is being disclosed.</b></p> <div style="border: 1px solid black; height: 30px; width: 100%; text-align: center; margin-top: 10px;">             Name of Officer           </div>		
<p><b>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</b></p> <div style="border: 1px solid black; padding: 10px; min-height: 200px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No         </p> </div>		
<p><b>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</b></p> <div style="border: 1px solid black; height: 80px; width: 100%;"></div>		
<p><b>6</b> <input type="checkbox"/> <b>Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</b></p>		
<p><b>7</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p style="text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 35%;"> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p style="text-align: center; font-size: small;">Date</p> </div> </div>		

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

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

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

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

\*\*\*

- (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## VERIFICATION

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 \_\_\_\_\_, 2023, 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



The undersigned declares that he has visited the site of the work and familiarized himself with the conditions affecting the work.

Enclosed herewith is the required proposal guarantee in the amount of five percent (5%) of the total price bid, (SEE ATTACHED BID BOND) \$\_\_\_\_\_ which the undersigned Bidder agrees is to be forfeited to and become the property of the Owner, should this Proposal be accepted and a Contract be awarded to him and should he fail to enter into a Contract in the form prescribed and to furnish the required bonds, but otherwise the aforesaid proposal guarantee will be returned upon his signing and Contract Agreement and delivering the approved bonds.

The undersigned Bidder further agrees that, in case of default in execution of such Contract Agreement with necessary Bonds, the check or Bond accompanying this proposal and the money payable therein (a) shall cover the costs associated with such default, (b) shall cover a portion of the costs associated with such default and the Bidder shall be liable for the balance, or (c) the residual obligation of such Surety, after deducting the costs associated with such default, shall be released to the Bidder.

The undersigned hereby declares that only the persons or firms interested in the proposal as Principal or Principals are named herein, and that no other persons or firms than herein mentioned have any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, company, or parties likewise submitting a bid or proposal; and that it is in all respects for and in good faith, without collusion or fraud.

If this proposal is accepted, the undersigned Bidder agrees to perform the work in accordance with the specified schedule. The undersigned fully understands that the time of completion of the work is vital to the completion of the project and is of the essence of the Contract.

If written notice of the acceptance of this proposal is delivered to the undersigned within 60 days after the time set for receipt of proposals, or any time thereafter before this proposal is withdrawn by the Bidder, the undersigned will, within ten (10) day after presentation of the document for signatures, execute and deliver to the City of Sanger a Contract in the form of the Contractor's Bond attached, complete with acceptable bonds.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Bidder \_\_\_\_\_ (SEAL)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed)

Title \_\_\_\_\_

Attest:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_

Complete Business Address of Bidder

\_\_\_\_\_

\_\_\_\_\_

State of Incorporation

\_\_\_\_\_

Complete Address of Principal Office

\_\_\_\_\_

\_\_\_\_\_

Name, Address of Principal Office

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Name, Address, Telephone Number of Person to  
Contact Regarding this Proposal. Include both  
mail and street address.

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Telephone (\_\_\_\_) \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_



BID BOND

Item 15.

1. KNOW ALL MEN that we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto City of Sanger, Texas (hereinafter called the "City") in the penal sum of five (5%) percent of the amount of the bid referred to in paragraph 2 below, but not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, or executors, administrators, successors and assigns, jointly and severally, by these presents:
2. WHEREAS, the Principal has submitted a bid to the City for the construction of the Electric Distribution Facilities.
3. NOW, THEREFORE, the condition of this obligation is such that if the City shall accept the bid of the Principal, and
  - (a) the Principal shall execute such Contract Documents, if any, as may be required by the terms of the bid and give such Contractor's Bond or Bonds for the performance of the Contract and for the prompt payment of labor and material furnished for the Project as may be specified in the bid, or
  - (b) in the event of the failure of the Principal to execute such Contract documents, if any, and give such Contractor's Bond or Bonds, if the Principal shall pay the City the difference, not to exceed the penal sum hereof, between the amount specified in the bid and such larger amount for which the City may in good faith contract with another party to construct the substation, then this obligation shall be void, otherwise to remain in full force and effect.

\_\_\_\_\_  
Principal (Seal)

Attest:

By \_\_\_\_\_

\_\_\_\_\_  
Title Secretary

\_\_\_\_\_  
Surety (Seal)

Attest

By \_\_\_\_\_

\_\_\_\_\_  
Title Secretary

## CONTRACT AGREEMENT

Item 15.

THIS CONTRACT AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Sanger, hereinafter called the “Owner”, and \_\_\_\_\_ a \_\_\_\_\_ corporation with its principal office in \_\_\_\_\_, and hereinafter called the “Contractor”.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with the law, specifications, drawings and other contract documents for the work as herein specified; and

WHEREAS, the said Contractor has submitted to the Owner a proposal in accordance with the terms of this Contract Agreement; and

WHEREAS, the Owner, in the manner prescribed by law, has determined and declared the aforesaid Contractor to be the best evaluated Bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor’s Proposal, a copy thereof being attached to and made a part of this Contract Agreement;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself, and its successors, and the Contractor for itself, himself, or themselves, or its, his, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall construct the Electric Distribution Facilities as specified and required in accordance with the provisions of the contract documents, which are attached and made a part hereof, (and including subsequent amendments to the contract documents, even though such amendments are not attached hereto), and shall execute and complete all work included in and covered by the Owner’s official award of this Contract Agreement to the said Contractor.

ARTICLE II. That the Owner shall pay to the Contractor for the work and Contractor furnished materials embraced in this Contract Agreement, and the Contractor will accept as full compensation therefore for construction units completed. The total sum of all construction units (subject to adjustments as provided by the Contract) shall not exceed \_\_\_\_\_ for all work covered by and included in the Contract award, designated in the foregoing Article I; payment to be made in cash or its equivalent in the manner provided in the specifications attached hereto. The Contract amount for Performance and Payment Bond requirements shall include Contingencies, (\$50,000.00) for a total Contract amount of \_\_\_\_\_.

ARTICLE III. The Contractor shall proceed with the specified work and shall conform to the schedule specified. Liquidated damages of five thousand (\$5,000) per day per each day past the scheduled date of completion shall be to the account of the Owner. These damages are specifically agreed to be adequate and fair compensation for all damages to the Owner caused by such delay. Additionally, damages claimed by TxDOT’s general road contractor for delays past the completion date will be assessed to the Contractor and Contractor agrees to accept and pay those amounts.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Agreement as of the day and year first above written.

City of Sanger

\_\_\_\_\_  
Mayor/City Manager

ATTEST:

\_\_\_\_\_  
City Secretary

SEAL

Approved as to form:

\_\_\_\_\_  
City Attorney

Approved as to Content:

\_\_\_\_\_  
Electric Superintendent

CONTRACTOR

By\_\_\_\_\_

Title\_\_\_\_\_

SEAL

Note: This Contract Agreement shall be executed in accordance with the General Conditions Section, Article II - C.

PERFORMANCE BOND

Item 15.

STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_ and the State of \_\_\_\_\_ as Principle, and \_\_\_\_\_, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sanger of Denton County, Texas (Owner), in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns jointly and severally by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, to: Furnish all labor, materials and equipment necessary for completing the Relocation of Electric Distribution Facilities which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and the Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, V.T.C.S., and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyways affect its obligation on this bond, and it does hereby waive notice of any such change, extension, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Denton County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By\_\_\_\_\_

By\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

LABOR AND MATERIAL PAYMENT BOND

Item 15.

STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_ and the State of \_\_\_\_\_ as Principle, and \_\_\_\_\_, authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Sanger of Denton County, Texas (Owner), in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns jointly and severally by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023, to: Furnish all labor, materials and equipment necessary for completing the Relocation of Electric Distribution Facilities which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall fail to supply labor and materials to him or subcontractor in the prosecution of the work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, V.T.C.S., and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Denton County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The name and address of the Resident Agent of Surety is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

I. THE CONTRACT DOCUMENTA. Included Documents

1. Bid Documents
  - a. Legal Notice and Invitation to Bidders
  - b. Instructions to Bidders
  - c. Proposal
  - d. Bid Bond Form
  - e. Contract Agreement
  - f. Performance Bond
  - g. Labor and Material Payment Bond
  - h. General Conditions
  - i. Labor-Related Regulations
  - j. Specifications
  - k. Addenda as may be issued
2. Contract Drawings.
3. Modifications as may be issued
4. Manufacturer's data submitted with the bid
5. Information to be provided in the form of construction drawings, manufacturer's specifications and similar submittals on equipment and material furnished by Owner or others under separate contract which are related to or affect the work under this contract.
6. Compliance submittals furnished by Contractor and accepted by Owner.
7. Exhibits.
8. Additional exhibits which may be furnished by Owner to interpret the contract drawings or in connection with a change order.

B. Definitions



1. Whenever used in these General Conditions or elsewhere in the contract documents, the following terms have the meanings indicated below, which are applicable to both the singular and plural thereof:
  - a. Addenda - written changes or interpretations of the bid documents issued by Owner prior to the opening of bids.
  - b. Bid - the formal offer of the bidder submitted on the prescribed bid form together with the required bid security and all information submitted with the bid that pertain to performance of the work.
  - c. Bidder – any person, firm, or corporation submitting a bid for the work or their duly authorized representatives.
  - d. Bid Documents - the bound volume containing all of the contract documents prepared by Owner to specify the work upon which bids are to be based.
  - e. Change Order - written order signed by Owner and accepted by Contractor providing for an addition, deletion, or revision in the work, or an adjustment in the contract price or the contract time issued after execution of the agreement.
  - f. Compliance Submittals - all drawings, samples, and other items prepared by Contractor, a subcontractor, manufacturer or supplier, and submitted by Contractor to Owner as a basis for approval of the use of equipment and materials proposed for incorporation in the work or needed to describe proper installation, operation and maintenance.
  - g. Consultant - Engineer retained by the Owner for technical advice on this project.
  - h. Contract - the entire agreement between Owner and Contractor as evidenced by the contract documents.
  - i. Contract Documents - all documents listed in the General Conditions Section, Article I - Included documents.
  - j. Contract Price - the total monies payable to Contractor under the contract documents.
  - k. Contract Time - the total number of days or the dates stated in the agreement for submission and one resubmission of compliance submittals and the completion of the work.
  - l. Contractor - the party entering into the agreement for the performance of the work, or his duly authorized representative.
  - m. Date of Award - the date of the notice of award.

- n. Date of Contract - the date set fourth at the beginning of the agreement
- o. Days - calendar days of twenty-four hours each measured from midnight to the next midnight.
- p. Drawings
  - 1) All drawings submitted by Contractor as accepted by Owner.
  - 2) All drawings furnished to the Contractor during the process of the work.
  - 3) All drawings furnished by the Owner as a basis for proposal.
- q. Modifications - a written amendment of the contract documents signed by both parties, a written order by Owner for a minor change or alteration in the work, or a change of order, all accomplished or issued after execution of the agreement in accordance with the contract documents.
- r. Notice of Award - the written notice of Owner to the successful bidder of the acceptance of his bid.
- s. Notice to Proceed - the written notice of stipulating the date on which Contractor may begin in the work.
- t. Owner/Purchaser - the city of Sanger, or its duly authorized representative. All notices, letters, and other communication directed to the Owner, shall be addressed and delivered to:

John Noblitt  
 City of Sanger  
 P.O. Box 1729  
 Sanger, Texas 76266

With a Copy to:

Mr. Ronnie Grace  
 City of Sanger  
 P.O. Box 1729  
 Sanger, Texas 76266

- u. Project - the part of Owner's improvement program described in Article 1.0 of the Specifications.
- v. Specifications - the part of the contract documents containing written descriptions of the special conditions affecting or related to the work, and a technical nature covering the equipment, materials and workmanship required in the work.

- w. Subcontractor - an individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the work.
- x. Work - any and all obligations, duties, and responsibilities necessary to the successful completion of the contract adding to or undertaken by Contractor under the contract documents, including all bonds, insurance, labor, equipment, materials, submittals, services, and supervision.
- y. Written Notice - shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or when sent by certified or registered mail to the last business address known to him who gives notice.
- z. The words “acceptable, equivalent, approved, reasonable, satisfactory, suitable”, or like words, shall mean acceptable, equivalent, approved, reasonable, satisfactory or suitable in the judgment of Owner unless specifically stated otherwise.
- aa. The words “as indicated” refer to the contract drawings, and “as specified” refer to the other contract documents.
- bb. The terms “responsible” or responsibility” mean that the party to which the term applies shall perform all activities, pay all costs, and assume all liabilities pertaining thereto.

C. Intent of the Contract Documents

- 1. It is the intent of the contract documents to provide for the proper and complete performance of the work.
- 2. The contract documents comprise the entire agreement between Owner and Contractor. No oral agreement or conversation with any officer, representative, agent, or employee of Owner, either before or after the execution of the agreement, will affect or modify the terms or obligations herein contained. The contract documents may be modified only as provided in these General Conditions.
- 3. The contract documents are complementary, and what is called for by any one is as binding as if called for by all.
- 4. The precedence of the contract documents is in the following sequence:
  - a. The Request for Proposal. Then contract documents, the Response to the Request for Proposal and then any written amendments or modifications.
  - b. The specifications where, if there be a conflict, the Owner will determine which stipulation best meets the intent of the design.

- c. The drawings, where the precedence shall be drawings of larger scale over those of smaller, figured dimensions and noted equipment over graphic indications.
  - d. Conflicts between drawings or specifications and applicable codes and standards will be referred to Owner for a decision thereon.
5. In case of any conflict between manufacturer's data and the bid documents, the bid documents will take precedence unless the manufacturer's data conforms to data submitted with the bid with a statement that the bid is conditioned upon furnishing the equipment and materials defined in the manufacturer's data submitted therewith.
  6. Reference to known standards of any technical society, organization, or association or to codes of local, state, or federal authorities means the latest edition of such standard, code, or tentative standard or code published and in effect at the date of the Legal Notice and Invitation to Bid, unless specified otherwise.
  7. Applicable codes and standards referenced in these contract documents establish minimum requirements for equipment, materials and work and are superseded by more stringent requirements of drawings or specifications when and where they occur.
  8. Equipment, materials or work described in words which, so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standards.
  9. Work that may reasonably be inferred from the specifications or drawings as being required to produce the intended result shall be supplied whether or not is specifically called for.
  10. The specifications are separated into divisions and sections for convenience in defining the work. This sectionalizing is not to be construed as an assignment of labor, equipment or material to any particular craft or trade, nor to relieve contractor of responsibility for the proper coordination and completion of all the work described, whether performed by Contractor, suppliers or manufacturers.
  11. These contract documents are governed by the law of the State of Texas. Venue for any dispute shall be Denton County.

D. Ownership of Documents

All specifications, drawings and copies thereof furnished by Owner shall remain Owner's property. They shall not be used on any extension of this project or on another project and, with the exception of those sets which have been signed in connection with the execution of the agreement, shall be returned to Owner on request upon completion of the work.

## II. PRELIMINARY MATTERS

### A. Time to Commence Work

1. Upon receipt of contract documents fully executed by Owner and written notice to proceed, Contractor shall immediately proceed with activities pertaining to the work, such as specified initial coordination submittals and conferences.
2. Contractor shall not move onto any construction site until Owner has issued a written notice to commence work at that site.
3. Owner shall not issue a written notice to commence work at any construction site until completion of the following:
  - a. Receipt of acceptable copies of insurance policies and certificates.
  - b. The acceptance of specified initial coordination submittals.
  - c. The conclusion of initial coordination conferences.

### B. Time Starts to Run

1. The contract time shall start to run on the date of award. The dates for completion are based on the award of the contract on September 5, 2023. Dates will be extended an equal number of days that the award should be delayed past September 5, 2023. The completion dates will not be extended because of Owner's failure to issue the written notice to commence work because of Contractor's failure to complete contract documents or obtain suitable insurance certificates or submit initial coordination submittals.

### C. Execution of Agreement

1. Owner will furnish three (3) copies of the bid documents to Contractor who shall execute the documents, three (3), each containing an exact copy of the Bid Form as submitted, Surety Bonds properly executed, and Agreement signed by the date of his signature. The Agreement shall be signed by the President or Vice President of the contractor's firm and attested by the Secretary of the firm. A certified copy of the Board Resolution authorizing said person(s) to sign and bid the firm must be included with each copy of the contract.

## III. SURETY BONDS

- A. Coincident with the execution of the Agreement, Contractor shall furnish to Owner a Contractor's Bond, drawn upon the forms included in these contract documents.
- B. Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Texas, and named on the current list of surety companies acceptable on federal bonds, as published in the Federal Register by the Audit Staff, Bureau of Accounts, Treasury Department.
- C. Date of bonds shall be the same as the date of Contractor's signature on the agreement.

- D. Performance Bond shall be in the full contract price, guaranteeing the faithful performance of the contract, and otherwise conditioned as required by law
- E. The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover full and faithful performance of the contract in the event of change orders, regardless of the amount of time or money involved. It is Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price or time.
- F. At any time during the continuance of the contract that the surety on any bond becomes unacceptable to Owner for financial reasons, the Owner has the right to require additional and sufficient sureties which Contractor shall furnish to the satisfaction of Owner within ten (10) days after notice to do so.

#### IV. PARTICULAR UNDERTAKING OF THE BIDDER

##### A. Protection to Persons and Property

The contractor shall at times take all reasonable precautions of the safety of employees on the work and of the public, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes, as well as the safety rules and regulations of the Owners. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America unless such instructions are incompatible with Federal, State, or Municipal laws or regulations.

The following provisions shall not limit the generality of the above requirements:

1. All construction work must be accomplished without interrupting service. Conductors transporting power at distribution voltage (12,500 volts phase to phase, 7,200 volts phase to ground) will not be de-energized for construction work on this project. The contractor shall have linemen and supervisors experienced and trained in working on or near energized conductors.
2. The Contractor shall so conduct the construction of the project as to cause the least possible obstruction of public highways.
3. The Contractor shall provide and maintain all such guard lights and other protection for the public as may be required by applicable statutes, ordinances and regulations or by local conditions.
4. The Contractor shall do all things necessary or expedient properly to protect any and all parallel, converging and intersecting lines, joint line poles, highways and any and all property of others from damage, and in the event that any such parallel, converging and intersecting lines, joint line poles, highways or other property are damaged in the course of the construction of the project, the Contractor shall at its own expense restore any or all of damaged property immediately to as good a state as before such damage occurred.

5. The contractor shall be responsible for contacting all underground utilities, pipelines, and all other interest with underground facilities to verify all pole holes and anchors to be “clear” of all underground obstructions before drilling holes or setting anchors.
6. The contractor shall be responsible for ensuring the phasing and rotation of all three phase customers affected by the work covered under this specification remains the same.
7. The contractor shall limit the movement of his crews and equipment so as to cause as little damage as possible to property and shall endeavor to avoid marring the lands. All fences which are necessarily opened or moved during construction shall be replaced in as good condition as they were found, and precautions shall be taken to prevent the escape of livestock. The contractor shall not be responsible for loss of or damage to property (other than livestock) on the right-of-way necessarily incident to construction and not caused by negligence or inefficient operation of the contractor. However, the contractor shall be responsible for all other loss of or damage to property or livestock, whether on or off the right-of-way, caused by construction.
8. The project, from the commencement of work to completion or to such earlier date or dates when the Owners may take possession and control in whole or in part as hereinafter provided, shall be under the charge and control by the Contractor and during such periods of control by the Contractor, all risks in connection with the construction of the project and the materials to be used therein shall be borne by the Contractor. The Contractor shall make good and fully repair all injuries and damages to the project or any portion thereof under the control of the Contractor by reason of any Act of God or other casualty or cause whether or not the same shall have occurred by reason of the Contractor’s negligence. The Contractor shall hold the Owner and Owner’s consultant harmless from any and all claims for injuries to persons or for damage to property happening by reason of any negligence on the part of the Contractor or any of the Contractor’s agents or employees during the control by the Contractor of the project or any part thereof.
9. Any and all excess earth, rock, debris, underbrush and other useless materials shall be removed by the Contractor from the site of the project as rapidly as practical as the work progresses.
10. Upon violation by the Contractor of any of the provisions of this section, after written notice of such violation is given to the Contractor by the Owner or the Owners, the Contractor shall immediately correct such violation. Upon failure of the Contractor to do so, the Owner may correct such violation at the Contractor’s expense after a reasonable time for correction.
11. The Contractor shall submit to the Owner weekly reports in duplicate of all accidents, giving such data as may be prescribed by the Owners.
12. All switching to remove equipment for construction and re-energizing equipment after construction shall be done by the Owners on written switching orders issued by the Owner and coordinated with the Contractor. All installation

and disconnection of safety grounds and mechanical disconnection and connection of each piece of equipment for construction shall be performed by the Contractor.

13. All work is to be performed during the Owner's normal work hours of 8:00 a.m. through 5:00 p.m. on Monday through Friday (excluding holidays), unless prior authorization is secured from the Owners.
14. The contractor shall defend, indemnify and save harmless the Owner and all its officers, agents, employees and consultant from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Contractor or his employees or by in consequence of any neglect or misconduct of the said Contractor, or by or on account of any claims of amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract as shall be considered necessary by the Owner may be retained for the use of the Owner, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished the Owner. In addition, Contractor shall defend, indemnify and save harmless the Owner, its officers, agents, employees and consultant in accordance with this indemnification clause regardless of whether the injury or damage is caused in part by the Owner, its officers, agents, employees or consultant.
  - a. In the event Owner is damaged due to the act, omission, mistake, fault or default of the Contractor, the Contractor shall indemnify and hold Owner harmless for such damage.
  - b. Contractor shall indemnify and hold Owner harmless from any claims of material suppliers, mechanics, laborers, or other subcontractors.
  - c. Contractor shall indemnify and hold Owner harmless from any and all injuries to or claims of adjacent property owners caused by Contractor, his agents, employees, and representatives.
15. Any injury or damage caused to Contractor caused by an act of God, natural cause, a party or entity not privy to this contract, or other force major shall be assumed and borne by the Contractor.
16. Contractor further agrees to handle and defend at its own expense, on behalf of Owner and/or consultant in the Owner's and/or consultant's name, any claim or litigation in connection with any claim, injury, death, or damage.

**Any exception taken to the indemnification provisions included in Article IV, Item (14) of the contract by the Bidder may constitute sufficient basis for disqualification of the bid proposal.**

B. Insurance



1. The Contractor, before starting work for the city, must furnish to the City Certificates of Insurance or other acceptable evidence from a reputable insurance company or companies (acceptable to the City) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as follows:
  - a. Statutory Workman's Compensation and Employer's Liability Insurance in the amount of \$500,000. In the event any work is sublet, the Contractor shall require the subcontractor similarly to provide the same coverage and shall himself acquire evidence of such coverage on behalf of the subcontractor.
  - b. Commercial General Liability Insurance with a \$1,000,000 Combined Single Limit. The policy shall be on the Comprehensive General Liability 1986/90 occurrence form, and shall include coverage for acts of independent contractors, and shall name the City of Sanger as an additional insured. Waiver of subrogation is required. No "claims made" policies are acceptable without prior approval by the City Attorney.
  - c. Automobile Public Liability Insurance with a \$1,000,000 Combined Single Limit on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired.
  - d. Owner's Protective Liability with a \$1,000,000 Combined Single Limit, naming the City of Sanger as the insured.
2. The Certificate of Insurance furnished to the City should contain a provision that coverage under such policy shall not be canceled or materially changed until at least thirty (30) days written notice has been given to the City.

C. Delivery of Possession and Control to Owners

Upon written request of the owners, the Contractor shall deliver to the Owners full possession and control of any portion of the Project. The risk and obligations of the Contractor as set forth in Article IV, section 14 hereof with respect to such portion of the Project so delivered to the Owners shall be terminated: Provided, however, that nothing herein contained shall relieve the Contractor of any liability with respect to defective materials and workmanship as contained in Article XXI Sections G and H respectively.

D. Energizing the Project

1. Prior to completion of the project, the Owner, upon written notice to the Contractor, may test the construction thereof by temporarily energizing any portion or portions thereof. During the period of such test the portion or portions of the project so energized, shall be considered as within the possession and control of the Owner and governed by the provisions of item 3. Upon written notice to the Contractor by the Owner of the completion of such test and upon de-energizing the facilities involved therein, said portion or portions of the Project shall be considered as return to the possession and control of the

Contractor unless the Owner shall elect to continue possession and control in manner provided in item C of this article.

Item 15.

2. The Owner shall have the right to energize permanently any portion or portions of the Project delivered to its possession and control pursuant to the provisions of item C.

E. Assignment of Guarantees

All guarantee of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner prior to the time the Contractor receives final payment.

V. SITE CONDITIONS

A. Availability of Lands

Owner shall make available, as indicated in the contract documents and not later than the date when needed by contractor, the lands upon which the work is to be done.

B. Position, Gradient, and Alignment

1. The electric line facilities to be constructed under these specifications shall be routed as shown on the accompanying plans. All work shall be done to the lines, elevations and grades indicated.
2. Contractor will provide field surveying to identify the exact location of TxDOT rights of way in all areas covered under these specifications.
3. All reference points and stakes established by Owner shall be carefully preserved; and in case of his destruction of the same, Contractor shall be charged with the resulting expense of replacement and shall be responsible for any mistakes or loss of time that may result from their loss or disturbance. Contractor's own reference points shall be thoroughly protected.
4. Contractor shall make all test holes needed to locate existing structures and utilities beneath the ground surface which might interfere with his work.
5. Contractor shall call to the attention of Owner any reference lines, points, or stakes which may have been disturbed or which seem to be off line or grade.

VI. GENERAL RULES OF THE CONTRACT

A. Work by Owner and Others

1. Owner reserves the right to perform various activities with its own forces and to let other contracts in connection with the Project. Contractor shall afford Owner and other contractors' reasonable opportunity for the introduction and storage of their equipment, materials, and the execution of their work, and shall properly connect and coordinate his work with theirs. Contractors on this work will be required to comply with the President's Executive Order #11246.

2. If any part of Contractor's work depends for proper execution or result upon the work of Owner or any other separate contractor, Contractor shall inspect such work immediately upon its completion, or as soon thereafter as it is available to him, and properly report to Owner any defect in such work that renders it unsuitable for such proper execution and results. It's failure to inspect and report within (10) days after the work is available or not less than thirty (30) days before the scheduled start of any of his work affected contractor's work as fit and proper for the reception of this work, except as to defects which may develop in such work during or after the execution of Contractor's work.

B. Legal Restrictions, Permits and Regulations

1. Contractor shall be responsible for all construction licenses, building and other permits, and governmental inspections required by public authorities for performing the work and which are not specified to be obtained by Owner. Owner shall assist Contractor in such matters when necessary.
2. Contractor shall give due and adequate notices to those in control of all properties which may be affected by his operations, and shall comply with laws, ordinances, rules and regulations bearing on the conduct of the work. If Contractor observes that the contract documents are at variance therewith, he shall give Owner prompt written notice thereof and any necessary changes will be adjusted as provided for in these General Conditions.
3. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Owner, then he shall bear all costs arising therefrom; however, it shall not be his prime responsibility to make certain that the contract documents are in accordance with such laws, ordinances, rules and regulations.

C. Remedies not Exclusive

The duties and obligations imposed by these contract documents and the rights and remedies available thereunder and in particular, but without limitation, the warranties, guarantees and similar obligations imposed upon Contractor, and the rights and remedies available to Owner hereunder will be in addition to and not a limitation of any rights or remedies otherwise granted, imposed or available by law, by special guarantee or other provisions of the contract documents.

D. Prompt Written Notice of Claim Required

Should Owner or Contractor suffer injury or damage to its person or property because of any of his employees or agents or others, for whose acts he is legally liable, claim must be made in writing to the other party promptly after the first observance of such injury or damage.

VII. CONTRACTOR'S RESPONSIBILITIES AND RIGHTS

A. Supervision

1. Contractor shall supervise and direct the work efficiently and with his best skill and attention. It shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction used, but he shall not be solely responsible for the negligence of others in the design or selection of construction which is specifically called for by the bid documents or contract drawings.
2. Contractor shall keep at the project site during its progress, a competent superintendent and any necessary assistants against whom Owner has no reasonable objection.
3. No superintendent or Contractor employee shall be relieved except with the consent of Owner unless he proves to be unsatisfactory to Contractor or ceases to be in his employ. When a superintendent is on vacation or otherwise absent, a substitute against whom Owner may have no reasonable objection shall be provided.
4. Each superintendent shall represent Contractor in his absence and all communication to him will be as binding as if given to Contractor.

B. Duty to Examine and Compare Contract Documents

1. Before starting and throughout the progress of the work, Contractor shall carefully re-examine and compare the contract documents and check and verify all figures shown thereon and all field measurements. He shall at once report in writing to Owner any conflict, error, or discrepancy which he may discover and obtain an interpretation from Owner before proceeding with any work affected thereby.
2. Any conflict, error, or discrepancy discovered by Contractor or which it should have discovered through examinations and comparisons and which is not reported at least ten (10) days before the date scheduled for starting that portion of the work affected thereby, will not be grounds for claims for additional compensation or extensions of the contract time.

C. Safety and Protection

1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - a. All employees on the job and other persons who may be affected thereby
  - b. All the work and all equipment and materials to be incorporated therein, whether in storage on or off the sites, and
  - c. Other property at the sites or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities except as designated for removal, relocation or replacement as part of the work.

2. Contractor shall comply with all applicable Federal, State and Local safety laws and building codes.
3. Contractor shall provide an OSHA approved First Aid Station at the job site.
4. Contractor shall designate a responsible member of his organization on the site whose duty shall be the enforcement of safety and health regulations. The name of such individual shall be posted in a conspicuous place.
5. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the entire work is completed and Owner has issued a notice that the work is acceptable.

D. Emergencies

1. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Owner, is obligation to act at his discretion to prevent threatened damage, injury or loss. He shall give Owner prompt written notice of any significant changes in the work or deviations in the contract documents caused thereby. A contract modification may be issued covering the changes and deviations involved.
2. If Contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim therefor and request a contract modification as provided in these General Conditions.

E. Labor, Materials and Workmanship

1. The Contractor will furnish all materials required for the work covered in these specifications
2. Unless otherwise specified, all materials shall be new and of good quality. All workmanship shall be of good quality and free from defects.
2. All materials incorporated in the work shall be designated to meet the applicable safety standards of Federal, State and local laws and regulations.
3. All materials provided by the Contractor shall conform to TxDOT's "Buy American" standards and Contractor shall furnish documentation acceptable to TxDOT that this requirement is met.
4. Contractor shall furnish satisfactory evidence as to the source, kind and quality of materials.
5. Contractor shall furnish proper tools and equipment and the services of all linemen, laborers, and other employees necessary in the construction and execution of the work and the placing of all equipment in service.

6. All equipment and materials shall be applied, installed, connected, constructed, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, except as otherwise provided in the contract document.
7. Employees of Contractor shall be competent and willing to perform the work required of them. Any employee who is disorderly, intemperate or incompetent, or who neglects or refuses to perform his work shall be discharged and shall not be re-employed except with consent of Owner. Contractor shall discharge any employee found incompetent by the Owners.
8. Contractor shall not make any claim for an increase in the contract price by reasons of jurisdictional disputes or other labor troubles of any kind by its employees or employees of any subcontractor, supplier or manufacturer.

F. Submittals

1. All Material provided by the Contractor shall be submitted for approval prior to purchase.
1. The work includes the preparation and submission of all compliance submittals, schedules, certificates and other submittals specified or required for coordination of the work with Owner's project, to show that the contract documents and that all provisions thereof will be met with respect to completion on time, payments, and protection of Owner's interests.
2. Contractor shall transmit all such submittals to Owner for acceptance unless otherwise specified, and shall make all modifications requested.

G. Construction Records

1. Contractor shall keep one (1) record copy of all contract documents at each site in good order and annotated to show all changes made during the construction progress.
2. These shall be available to Owner for its inspection at all times and must be delivered to him upon substantial completion of the work.
3. Receipt and acceptance of contraction records will be a prerequisite for final payment on the contract.

H. Contractor's Right to Stop Work or Terminate Contract

If the work should be stopped (meaning no work allowed at any of the job sites) under an order of any court or other public authority, or by Owner, for a period exceeding ninety (90) days, through no act or fault of Contractor or of anyone employed by him, Contractor may, upon ten (10) days written notice to Owner, stop the work or terminate this contract and recover payment from Owner for all work executed and equipment and material delivered to the sites.

## VIII. OWNER'S RESPONSIBILITIES AND RIGHTS

### A. Communications with Contractor

All communications of Owner with Contractor pertaining to performance of the work will be issued through Owner's representative.

### B. Owner's Right to Correct or Complete the Work

If Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, Owner, after ten (10) days written notice to Contractor, may without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

### C. Owner's Right to Suspend Work

1. Owner may at any time and without cause, suspend the work or any portion thereof for a period or successive periods of not more than ninety (90) days in the aggregate by notice in writing to Contractor and Owner which will fix the date on which the work shall be resumed. Contractor shall resume the work on the date so fixed. Contractor shall be allowed to increase the contract price or an extension of the contract time, or both, directly attributable to any suspension ordered by Owner without cause if he makes a claim therefore as provided in these General Conditions.
2. Pending settlement or disputes on any point of controversy, Owner may suspend action on all or any part of the work. Contractor shall not be entitled to any claim for loss or damage by reason of such delay or to extension of the contract time, although the extension of time may be recommended by Owner if he deems it in the interest of the work.

### D. Owner's Right to Terminate Contract

1. Owner, upon the certification that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, and after giving Contractor and his surety (10) days written notice, terminate the services of Contractor and take possession of any or all sites and all equipment, materials, tools, and construction equipment thereon and finish the work by whatever method he may deem expedient if Contractor becomes unacceptable for any of the following (but not limited to) reasons:
  - a. If he is adjudged as bankrupt or insolvent.
  - b. If he makes a general assignment to the benefits of his creditors.
  - c. If he files a petition to take advantage of any debtor's act or reorganize under the bankruptcy or similar laws.
  - d. If a trustee or receiver is appointed for Contractor or for any of his property.



- e. If he persistently or repeatedly refuses or fails, except in cases for which extension of the contract time is provided, to supply proper supervision, acceptable equipment or materials, or enough properly skilled workman, tools and construction equipment.
  - f. If he fails to make prompt payments to subcontractors, suppliers or manufacturers for labor, equipment or materials.
  - g. If he persistently disregards laws, ordinances or the authority of Owner's representative.
  - h. If he is guilty of a violation of any provisions of the contract documents.
- 2. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.
  - 3. In the event the unpaid balance of the contract price exceeds the direct and indirect costs of finishing, or otherwise obtaining, the work including compensation for additional engineering, managerial, and administrative services, the Contractor shall be paid for the completed work only.
  - 4. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner.

E. Use of Completed Work

- 1. Owner has the right to take possession of or use any completed or substantially completed portions of the work at any time, but taking possession or use will not be deemed an acceptance of any work not completed in accordance with the contract documents.
- 2. Owner's use of any facilities so provided for in Article 1.0 of the Specifications will not be grounds for extension of the contract time or change in the contract price.
- 3. Owner's use of any facilities not specified provided for in these contract documents will be in accordance with conditions agreed to prior to such use, and any extra costs or delay in completion incurred and properly claimed by Contractor will be equitably adjusted with a change order.
- 4. Facilities completed in accordance with the contract documents which are used by Owner prior to substantial completion of the entire work will be defined in writing and accepted by Owner.
- 5. Guarantee periods on accepted work, including mechanical and electrical equipment completed, Owner shall assume responsibility for and operation of all facilities used except for portions of the work not yet completed by Contractor.

IX. OWNER'S REPRESENTATIVE STATUS DURING PERFORMANCE OF THE WORK

A. Owner's Representative

The City of Sanger's Electric Superintendent will be Owner's authorized representative during the performance of the work. The duties and responsibilities and the limitations of authority of this office as Owner's representative during this period are set forth in these General Conditions. In the event of extension of these duties and responsibilities, Contractor will be provided with written notice of such amendment.

B. Role as Interpreter

Owner's representative will be the initial interpreter of the terms and conditions of the contract documents and the judge of the performance thereunder. In his capacity as interpreter and judge, he will exercise his best efforts to ensure faithful performance by both Owner and Contractor. He will not show partiality to either and shall not be liable of the result of any interpretation of or decision rendered in good faith. All matters relating to the execution and progress of the work, or the interpretation of or performance under the contract documents, shall be referred initially to Owner's representative for decision; which he will render promptly.

C. Interpretations by Owner's Representative

Owner's representative will issue with reasonable promptness such written interpretations of the contract documents (in the form of drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable for the overall intent of the contract documents. If Contractor believes that a written interpretation amounts to a change in the work, he shall so state in writing to Owner's representative.

D. Visits to Sites

Owner's representative will make periodic visits to the sites to observe the process and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. The Owner's representative will not be required to make exhaustive or continuous inspections to check the quality or quantify the work. Owner's representative will keep him informed of the progress of the work.

E. Authority to Disapprove or Reject Defective Work

1. All equipment and materials used and all work done will at all times be subject to the inspection and approval of Owner's authorized representative.
2. Owner's representative has authority to disapprove or reject work which is "defective" (which term is defined in these General Conditions, Article "Rules Governing Acceptance of the work"). He also has authority to require special inspection or testing of the work as provided in these General Conditions whether or not the work is fabricated, installed or completed.
3. Owner's representative and his assistants will conduct observations of the work in progress to determine that it is proceeding in accordance with the contract documents.

F. Limitations on Owner's Representative's Responsibilities

1. Neither Owner's representative's authority to act under these General Conditions nor any decision made by him in good faith either to exercise or not exercise such authority will give rise to any duty or responsibility of Owner's representative to Contractor, any subcontractor, supplier or manufacturer, any of their agents or employees, not employees, or any other person performing any of the work.
2. Owner's representative or his consultant are not responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto. Neither is he responsible for Contractor's failure to perform the work in accordance with the contract documents.
3. Owner's representative or his consultant are not responsible for the acts or omissions of the Contractor or any supplier, manufacturer, or any of his or their agents or employees, or any other persons performing any of the work.
4. The presence or absence of Owner's representative, his assistants, or his consultant will not act to relieve Contractor of any responsibilities or any guarantee of his performance. Neither will observation by Owner's representative, his assistants, or his consultant in any way be understood to relieve Contractor of any responsibility for proper supervision of the work at all times.
5. The review and acceptance of Contractor's compliance submittals by Owner's representative will be understood to be only for conformance with the design concept, for compliance with the intent of the contract documents, and to assist Contractor in interpreting the contract documents so as to preclude delivery of equipment or materials not acceptable for the work. Owner's representative's acceptance of compliance submittals will not place upon him any responsibility for any deviations from the requirements of the contract documents unless Contractor has in writing called Owner's representative's attention to such deviation at the time of the submission and he has given written concurrence on the specific deviation.

X. ADDITIONAL, OMITTED, OR CHANGED WORK

A. Changes in the Work

1. Owner, without invalidating the Agreement, may order additional work or make changes by altering, adding to, or deducting from the work, the contract price and time being adjusted accordingly. All such work shall be executed under the conditions of the contract documents and be subject to the same inspection and tests as though initially included therein. Any claim for extension of the correct time caused thereby will be adjusted at the time of ordering such changes.
2. Owner has the right to make minor changes in the work to accommodate unforeseen circumstances that are not inconsistent with the intent of the contract documents. Otherwise, all extra work or changes will be covered in a change

order which will state the location, character, amount and method compensation. No extra work or change involving time or cost not provided for in the Agreement shall be performed unless in pursuance to a change order. The Contractor will not furnish materials or labor under a change order which requires an increase in the contract price without prior written approval from the City Council/Owner and no claim for an addition to the contract price or extension of the contract time will be valid unless so ordered.

3. Minor changes in work scope which do not warrant the need for a change to the contract will be handled as construction contingencies.

These construction contingencies or minor changes to the scope of work may be required of the Contractor at the Owner's discretion due to additional requirements, oversight in initial design, specification changes or miscellaneous design changes. They will be authorized in writing, shall be charged against the cash allowance for contingencies and the work executed by the contractor as directed by the owner. The amount of charges against the cash allowance for contingencies will be mutually agreed upon by the Owner and Contractor and documented on a written authorization for each separate change. The Owner will make the decision whether to handle the work change as a minor one or as a change to the contract.

If the Contractor claims that by instruction, request, drawing, specifications, or other directive or action of the Owner constitutes a change in the contract, but has not received written notice by the Owner, the Contractor shall provide written notice or a claim or dispute to the Owner within 5 days of the request for authorization. The contractor shall not proceed with any work in dispute or where a claim is pending without a written authorization from the owner.

#### B. Changes to the Contract Price

1. The contract price may only be adjusted by a change order. The contract price constitutes the total compensation payable to Contractor for performing the work. All duties, responsibilities and obligations assigned to or undertaken by Contractor in accomplishing the work shall be at his expense. The cumulative amount of change orders, to include contingencies, may not exceed twenty five percent (25%) of the original contract price amount.
2. Renewal of labor contracts at higher wage rates will not be grounds for adjustment to the contract price.
3. Adjustments to the contract price for extra work or changes ordered by Owner will be determined by one or more of the following methods:
  - a. By a lump sum price.
  - b. By unit prices named in the bid or as otherwise agreed.

4. The Contractor's cost is hereby defined for purposes of this article to be amounts required to pay subcontractors plus the costs of his own work as follows:
  - a. Labor Costs
    - 1) The payroll cost for all workmen such as foremen, linemen, craftsmen, and laborers shall be by certified payroll.
    - 2) All incidental labor expenses incurred as a direct result of the performance of the work, including payroll taxes, Worker's Compensation, pension and retirement allowances, and social security insurance, or other regular payroll charges on same.
  - b. Equipment and material costs
    - 1) The cost of all equipment and material required delivered to the construction sites.
    - 2) Sales and use taxes applicable to such equipment and materials.
  - c. Supplemental costs
    - 1) Rental for all power-driven equipment at agreed upon rates will be charged against additional or changed work only for the actual time which the equipment is used specifically therefor.
    - 2) Transportation charges necessarily incurred in connection with such equipment that is not already on the particular site.
    - 3) Cost of power, fuel, lubricants and water required for such equipment (may be included in agreed upon rate).
    - 4) Additional cost for surety bonds, liability and property damage, and other insurance required, where cost is necessarily increased by coverage of the additional or changed work.
  - d. However, all such work done under methods 3.b. shall be charged to Owner at unit price not exceeding those set forth in the bid.
  - e. The above percentages include all other costs and full compensation for profit, overhead, superintendent, field office expense, and all other elements of cost not included in the Contractor's cost as herein defined.
  - f. Contractor shall keep and present in an acceptable form, an accurate account with vouchers of the several items of cost, including changes or extra work done under method 3.b.
5. Changed work will be adjusted considering separately the parts of work added and the parts omitted. Amount of adjustment for parts omitted will be estimated

at the time the omission is authorized, and the agreed adjustment will be deducted from subsequent Owner's Pay Estimates.

6. Statements for additional or changed work shall be rendered by Contractor not later than ten (10) days after completion of each assignment of additional or changed work provided of a change order, and if found correct will be accepted by Owner and submitted of repayment with the next Owner's Pay Estimate.
7. Owner reserves the right to obtain any or all work from persons or firms other than Contractor.
8. Contractor is not entitled to claim damages for anticipated profits on any portion of the work that may be omitted.
9. Statement shall be in the hands of Owner within such time as will allow a full consideration of the basis for the claim, and in no case later than ten (10) days after the work has been completed or damages sustained. Any change to the contract price arising from any claim will be incorporated in a change order.

C. Changes to the Contract Time

1. The contract time may only be adjusted by a change order. Contractor, in undertaking to complete the work within the contract time, had taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing equipment or material or workman or otherwise.
2. Adjustments to the contract time will be made for delays in completion of the work from causes beyond Contractor's control, including the following:
  - a. Federal embargoes, priority orders, or other restrictions imposed by the United States Government.
  - b. Unexpected delays in fabrication or shipment of equipment or materiel requiring in the work, whether ordered by Contractor or furnished by Owner or others under separate contract.
  - c. Delays caused by court proceedings.
  - d. Change orders.
  - e. Neglect, delay or default of any other contractor employed by Owner.
  - f. Weather conditions resulting in unusual construction delays.
  - g. Conflict, errors or discrepancies in bid documents or contract drawings reported to Owner as provided in these General Conditions.
  - h. Availability of right-of-way.

3. Contractor has no right to damages for any such causes of delay, Owner shall award extensions of the contract time on account of such cause of delay, provided that adequate evidence is presented to enable Owner to determine with exactness the extent and duration of delay of each item involved.
4. No extension to the contract time will be granted for delays involving portions of the work, or which do not directly affect the time required for completion of the entire work.
5. Any claim for an extension to the contract time shall be delivered in writing to Owner within ten (10) days of the occurrence of the event given rise to the claim. Any change to the contract time resulting from any such claim will be incorporated in a change order.

## XXI. RULES GOVERNING ACCEPTANCE OF THE WORK.

### A. Warranty and Guarantees

1. Contractor warrants and guarantees to Owner that all materials will be of good quality and free from defects in accordance with the contract documents.
2. Contractor guarantees to remedy promptly, and without cost to Owner, any defective materials or workmanship which appear within one year after the date of acceptance.
3. All materials furnished by Contractor for the work shall carry a written guarantee from the manufacturer or supplier of such items when called for in the specifications. Such guarantee shall cover and name all provisions set forth above and as may be called for in the specifications. Written guarantees shall be submitted to Owner with other compliance submittals for review by an attorney.

### B. Access to the Work

Owner and his representative retain the right of access to the work at all times. Contractor shall provide proper facilities for safe access and observation of the work and also of any inspection or testing thereof by public authorities or others.

### C. Inspections

1. If the contract documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be inspected or approved by some public authority, Contractor shall give Owner timely notice of readiness thereof. Contractor shall deem all responsibility of such inspections and shall furnish Owner the required certificates of inspection or approval.
2. Inspections called for in these contract documents not otherwise prescribed by law will be in accordance with standards set forth in the specification.
3. No inspection or approval will be construed to relieve Contractor from his obligations to perform the work in accordance with the contract documents.

D. Defective Work

1. The term “defective” is used in these documents to describe work that is unsatisfactory, faulty, not in conformance with the requirements of the contract documents, or not meeting the requirements of any inspection, test, approval or acceptance required by law or the contract documents.
2. Any defective work may be disapproved or rejected by Owner’s Representative at any time before final acceptance even though it may have been overlooked and included in a previous Estimate.
3. Contractor shall furnish samples of questionable materials from completed work for testing purposes when requested by Owner’s Representative. All costs in connection with the testing of materials proven to be defective shall be paid by Contractor through a deductive contract modification. If such tests prove the materials to be acceptable, their costs will be paid by Owner.
4. Prompt notice will be given by Owner’s Representative to Contractor of all defects as they become evident.

E. Stopping Defective Work in Progress

If the work is defective, or Contractor fails to supply sufficient skilled workmen or suitable equipment or materials, Owner may order Contractor to stop the work or any portion thereof until the cause for such order has been eliminated; however, this right of Owner to stop the work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any other party. This shall not delay the completion of the Project.

F. Removal and Replacement of Rejected Defective Work

1. All rejected defective work, whether or not fabricated, installed or completed, shall be removed from the sites and replaced with acceptable work.
2. If Contractor does not remove and replace such rejected work within a reasonable time, as specified in a written notice from Owner’s Representative, Owner may, as provided in these General Conditions:
  - a. Withhold payment, or
  - b. Stop the work, or
  - c. Remove and replace the rejected work. All direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also bear the expenses of making good all work of others destroyed or damaged by the removal and replacement of his defective work. Rejected equipment and materials removed from the work by Owner shall be removed from the sites by Contractor if so directed by Owner within ten (10) days of written notice of availability. Equipment and materials not removed within such time may be sold by Owner and the



net proceeds therefrom deducted from the expense of removal and replacement chargeable to Contractor. An appropriate deductive contract modification will be issued to cover all costs incurred by Owner in connection with the removal and replacement of defective work.

G. Correction or Repair of Defective Work

1. If required by Owner's Representative, Contractor shall promptly correct or repair any defective work, whether or not fabricated, installed or completed.
2. If Contractor does not correct or repair such defective work within a reasonable time, as specified in a written notice from Owner's Representative, it may be rejected as specified in the preceding paragraph or Owner may have the deficiency corrected or repair, including compensation for additional professional services, shall be paid by Contractor. Contractor shall also bear the expenses of making good all work of others destroyed or damaged by corrections or repair of this defective work. An appropriate deductive contract modification will be issued to cover all costs incurred by Owner in connection with the correction or repair of defective work.

H. Acceptance of Defective Work

If, instead of requiring correction, repair, or removal and replacement of defective work, Owner (and prior to approval of final payment) deems it expedient to accept it, he may do so. In such case if acceptance occurs prior to approval of final payment, a contract modification will be issued incorporating the necessary revisions in the contract price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by Contractor to Owner.

I. Corrections of Defective Work During the Guarantee Periods

1. If, during the guarantee period, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work, or if it has been rejected by Owner, remove it from site and replace it with acceptable work.
2. If Contractor does not promptly comply with the terms of such instructions, Owner may have the defective work corrected or the rejected work removed and replaced and all direct and indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by Contractor.
3. Contractor shall also bear the expense of making good all other work destroyed or damaged by the correction or removal and replacement of the defective work.
4. Owner shall give notice of observed defects with reasonable promptness.
5. Under emergency conditions Owner may remedy defective work without waiting for action by Contractor. Owner will notify Contractor immediately of the circumstances and actions taken and Contractor shall pay all reasonable substantiated costs of such action.

6. Neither the foregoing, nor any provisions in the contract documents, not any special guarantee time limit, shall be held to limit Contractor's liability for defects to less than the legal limit of liability in accordance with the law.

## XXII. PAYMENTS, RELEASE OF LIENS AND COMPLETION

### A. Payments to Contractor

1. Upon completion by the Contractor of construction units and acceptance by the Owner's Representative, the Owner shall make payment to the Contractor of all amounts to which the Contractor shall be entitled.
2. No payment shall be due while the Contractor is in default in respect of any of the provisions of this Contract and the Owner may withhold from the Contractor the amount of any claim by a third party against either the Contractor or the Owner based upon an alleged failure of the Contractor to perform the work hereunder in accordance with the provisions of this Contract.

### B. Payments to Suppliers

The Contractor shall pay each supplier, if any, within five (5) days after receipt of any payment from the Owner, the amount thereof allowed the Contractor for and on account of materials furnished by each supplier.

### C. Contractor's Warranty of Title

Contractor warrants and guarantees that title to all work, equipment and materials covered by an application for payment, whether incorporated in the work or not, will pass to Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (referred to in these General Conditions as liens).

### D. Payments Withheld

1. Owner may, when so advised by his Representative, withhold or, on account of subsequently discovered by an application for payment, whether incorporated in the work or not, will pass to Owner at the time of payment, free and clear of all liens, claims, security interests and encumbrances (referred to in these General Conditions as liens).
  - a. Defective workmanship, equipment or material not remedied or replaced by Contractor.
  - b. Reduction in the contract price because of pending change orders.
  - c. Claims filed, or reasonable evidence indicating probable filing of claims.
  - d. Failure of Contractor, to make payments properly to subcontractor, suppliers and manufacturers or for equipment, material or labor.
  - e. Damage to another contractor.

- f. Any other violation of or failure to comply with the provisions of the contract documents, including failure to clean up or submit acceptable compliance submitted.
2. When all grounds for withholding payment are removed, payment will be made in the amounts withheld because of them.

E. Final Inspection and Acceptance

1. Upon written notice from Contractor that he considers all work complete, Owner's Representative will make a final inspection with Contractor and will notify him in writing of any particulars in which this inspection reveals that the work is incomplete or defective. Contractor shall promptly make all compilations as are necessary to remedy such deficiencies.
2. After Contractor has remedied all deficiencies to the satisfaction of Owner's Representative and delivered all construction records, maintenance and operating instructions, schedule guarantees, bonds, certificates of inspection and other documents -- all as required by the contract documents -- Owner and Contractor will be promptly notified in writing that the work is acceptable.

F. Waiver of Claims

1. The making and acceptance of final payment shall constitute:
  - a. A waiver of all claims by Owner against Contractor other than those arising from unsettled liens, from defective work appearing after final inspections, or from failure to comply with the requirements of the contract documents or the terms of any special guarantees specified therein, and
  - b. A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

G. Contractor's Continuing Obligation

Contractor's obligation to perform and complete the work in accordance with the contract documents shall be absolute. Neither preparation of any partial of final pay estimate by Project Representative, nor the issuance of a certificate of substantial completion, not any payment by Owner to Contractor under the contract documents, nor any utilization of the work or any part thereof, nor any of acceptance by Owner nor any failure to do so, nor any failure to give prompt notice, nor any correction of defective work by Owner will constitute an acceptance of work not in accordance with the contract documents.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees to comply, and cause each subcontractor, if any, to comply with the latest federal and state laws, regulations, and directories pertaining to equal opportunity employment in connection with this contract, including, but not limited to, employment, procurement of materials, and lease of equipment therefor.

A. Contractor's Representations. The contractor represents that:

- \* It has \_\_\_\_\_, does not have \_\_\_\_\_, 100 or more employees, and if it has, that it has, \_\_\_\_\_, has not \_\_\_\_\_, furnished the Equal Employment Opportunity -- Employees Information Report EEO-1, Standard Form 100, required of employers with 100 or more employees pursuant to Executive Order 11246 and Title VII of the Civil Rights Act of 1964.

The contractor agrees that it will obtain, prior to the award of any subcontract for more than \$10,000 hereunder to a subcontractor with 100 or more employees, a statement, signed by the proposed subcontractor, that the proposed subcontractor has filed a current report on Standard Form 100.

The Contractor agrees that if it has 100 or more employees and has not submitted a report on Standard Form 100 for the current reporting year and that if this Contract will amount to more than \$10,000, the Contractor will file such report, as required by law, and notify the Owner in writing of such filing prior to the Owner's acceptance of this Proposal.

B. Equal Opportunity Clause. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity Clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative or workers, with which it has a collective bargaining agreement or other contractor or understanding, a notice to be provided advising the said labor union or worker's representatives of the Contractor's commitments under this section, and shall post copies of this notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of the Contractor's noncompliance with the Equal Opportunity Clause of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 19645, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
  7. The Contractor will include this Equal Opportunity Clause in every subcontract or purchase order unless exempted by the rules, regulations, or order of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- C. Certificate of Nonsegregated Facilities. The Contractor certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, as that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

## SPECIFICATIONS FOR DISTRIBUTION FACILITIES CONSTRUCTION

Item 15.

### 1.0 Scope of Work

The work covered by this Proposal embraces the complete construction of new electric power distribution lines with associated facilities as specified in the Acceptance, and omissions or discrepancies notwithstanding. Deviations from the Plans, Specifications for Construction Drawings shall not be permitted without the permission of the Owner.

#### 1.1 General

These specifications are intended to describe the detailed requirements for the construction of electric distribution facilities.

##### A. Description of Facilities

1. Location: The distribution facilities are located in the City of Sanger electric service area.
2. Type: The new lines will be constructed as a single pole, single circuit, 12.5 kV.

##### B. Description of Work

In general, the City of Sanger Distribution facilities construction shall consist of constructing the following:

Relocating approximately 25,500 circuit feet of three phase, 12.5 kV distribution feeder line and associated facilities as shown in the construction drawings and as per these specifications.

##### C. Contractor's Responsibility

The Contractor shall be responsible for, but not limited to the following work.

1. Purchase and furnish all material necessary for completion of the project.
2. Furnish all labor, equipment, and supervision necessary to construct the complete transmission and distribution line relocation with associated facilities in accordance with these specifications
4. The Contractor shall check all work carefully and advise the Owner of any errors or omissions discovered. The Contractor shall not take advantage of any errors, discrepancies, or omissions. Instructions will be furnished by the Owner should any error, discrepancy or omission be discovered.

##### D. Construction Start:

The contractor shall be allowed to start work upon approval of the contract and receipt of Performance bond and insurance certificates.

E. Crews on Site:

The Contractor shall insure that crews, work force, shall be on site continuous from the construction start until the completion of this Contract. At no time while the contract is in effect, after the construction start date, will the contractor remove all crews and work force from the site without prior approval from the Owner.

2.0 General Requirements

2.1 Other Contracts:

No other contracts have been issued for this project.

2.2 Statement of Terms and Intent

To enable the reader of these specifications to gain the best understanding of the intent of the contents herein, the following definitions will apply:

- |    |                 |   |  |
|----|-----------------|---|--|
| a. | Owner           | - | City of Sanger   |
| b. | May             | - | Denotes the allowing of option   |
| c. | Shall           | - | Always used herein in the imperative sense   |
| d. | Contractor      | - | One who bids and is subsequently awarded a purchase order to deliver and install specified material and/or services. |
| e. | Representative- |   | One who is appointed by the Owner to perform Construction Management.  |

2.3 Administrative Matters

A. Initial Coordination Submittals

Within fifteen (15) days after the date of award, Contractor shall submit to Owner for review and acceptance, a detailed work progress schedule that includes a tentative schedule of compliance submittals, a schedule of values for partial pay purposes, and a tentative procurement schedule. A Certification of Insurance as described in this document shall be provided at that time.

B. Pre-Construction Meeting

Within fifteen (15) days after the date of award, a conference will be held at Sanger to review initial coordination submittals, establish procedures for handling compliance submittals, review administrative procedures including

schedule of payments to Contractor and establish a working understanding between the parties as to their relationships during conduct of the work. The conference shall be attended by Contractor and the Owner's Representative.

C. Work Progress Schedule:

1. The work schedule shall be in a graphic format suitable for displaying scheduled and actual progress.
2. The schedule shall show the work broken down into major phases and key items. The dates work is expected to begin and be completed shall be shown for each item.
3. Owner's Representative will review and comment on schedule, and upon agreement with Contractor for any necessary changes, the Contractor will furnish Representative three (3) copies of the accepted schedule. Contractor shall not change the accepted work progress schedule without prior concurrence of Representative.
4. Contractor shall submit to Representative for acceptance an updated schedule at least once every month which shall show actual progress and any proposed changes in the schedule of remaining work.

D. Work Progress Reports:

1. Contractor shall submit a weekly report on actual project progress.
2. Work progress reports shall consist of marked copies of the accepted work progress schedule and a narrative report which shall include, but not limited to, the following:
  - a. A description of current and anticipated delaying factors, if any.
  - b. Impact of any possible delaying factors.
  - c. Proposed corrective actions.
3. Should completion of key items fall behind the accepted schedule to an extent that completion of the work within the contract time appears doubtful, Contractor shall at no change in the contract price take whatever action necessary to complete on schedule.

E. Coordination Conference

1. A coordination conference shall be held as requested by Owner/Representative. Contractor and Owner/Representative shall be represented at each conference.
2. Contractor shall be prepared to discuss the current work progress report and any anticipated future changes to the schedule



I. Shipment Schedules (and Routing)

Shipment of equipment and materials shall be coordinated with the work progress schedule to eliminate the necessity for long periods of storage at the sites.

2.4 Information Regarding the Site

A. Availability of Land

Storage areas will be assigned by the Owner's Representative.

B. Operations On the Site

1. Contractor shall conduct the work in a manner to avoid unnecessary noise, dust and dirt.
2. Contractor shall cooperate with other occupants of the sites for efficient utilization of available space.
3. The site contains energized equipment. Contractor shall take all necessary precautions to ensure safety of all personnel and avoid interruption of energized circuits.
4. Contractor shall coordinate with Owner's Representative any scheduled interruptions.

E. Maintenance and Use of Roadways

1. Contractor shall make adequate provisions to prevent unnecessary interference with the use of public and private roads, walkways, drives and parking lots. He shall provide and maintain suitable detours or other temporary expedients if necessary.
2. Contractor shall repair roads, walkways, and other traffic areas damaged by his operations. He shall keep traffic areas as free as possible of excavated materials and maintain them in a manner to eliminate dust.
3. Contractor shall provide traffic barricades, construction signs, warning lights, guards and all other devices and services necessary to adequately protect the public and other devices and services necessary to adequately protect the public and other contractors.
4. All operations shall meet the approval of the Resident Project Representative who has jurisdiction over walkways and traffic areas.

G. Signs

1. All signs of contractors shall be placed in appropriate locations where they will not obstruct traffic or construction operations as per local and state requirements.
2. They shall be removed upon completion of the work.

H. Fire Protection

1. Contractor shall be responsible for development of a temporary fire prevention and protection program for all his work at the sites.
2. The program shall comply with the applicable provisions for safety and protection set forth in the General Conditions and with applicable parts of the National Fire Protection Association Standard No. 241, Building Construction Operations.
3. Should construction fires occur, all equipment provided under this and other contracts shall be used effectively to control and extinguish the fire regardless of the cause, and all personnel at the construction sites shall be directed by all contractors to assist in fighting the fire prior to and after arrival of the local fire department personnel. All construction equipment to be equipped with fire extinguishers.

I. Cleaning Up

1. Contractor shall keep the construction site free at all times from accumulations of waste materials and rubbish caused by construction operations and employees. His responsibilities shall include:
  - a. Adequate trash receptacles about each site, emptied promptly when filled.
  - b. Periodic cleanup to avoid hazards or interference with operations at each site and to maintain each site in a reasonably neat condition.
  - c. The keeping of construction materials, such as forms, and scaffolding, neatly stacked.
2. Contractor shall perform final cleanup prior to Owner's acceptance of the work. His final cleanup shall include:
  - a. Removal of dirt and unsightly substances from all visible surfaces and areas.
  - b. Removal of deleterious substances from all parts of the work.
  - e. Removal of Contractor's temporary structures, tools, equipment, supplies, and surplus materials.

- f. Repair of roads, walks, fences and other items damaged deteriorated because of Contractor's operation.
- g. Grading, raking smoothing, replacing vegetation and other operations necessary to restore to original or better condition all areas affected by Contractor's operations.

## 2.5 Stipulations Regarding Property of Owner and Others

### A. Salvage of Equipment and Materials

1. Any existing equipment and materials removed as part of the work shall remain Owner's property unless instructed otherwise.
2. Contractor shall carefully remove in a manner to prevent damage, all equipment and materials specified or indicated to be salvaged an reused or to remain property of Owner. He shall store and protect salvaged items specified to be reused in the work.
3. Salvaged items not to be reused in the work but to remain Owner's property, shall be delivered in good condition to Owner to a predetermined site.
  - a. Wire shall be rolled on spools provided and shall be free of all splices, armor rods, connectors, or other obstructions.
4. Any items damaged in removal, storage or handling through carelessness or improper procedures shall be replaced in kind or with new items.
5. Owner may, at his option, allow the installation salvaged or reused items in lieu of those specified to be new. The pricing for the unit using reused material shall be adjusted accordingly.

### B. Protection of Existing Property

1. Contractor shall provide for the safety and protection of the work as set forth in General Conditions. He shall provide protection at all times against rain, wind, storms, frost, freezing, condensation or heat so as to maintain all work, equipment and materials free from injury or damage. At the end of each day all new work likely to be damaged shall be covered.
2. Owner shall be notified immediately at any time operations are stopped due to conditions which make it impossible to continue operations safely or to obtain proper results.

## 3.0 Materials

### 3.1 Responsibility

The Contractor is responsible to provide any and all material required for a complete installation. The Contractor is responsible to provide submittals for approval and verify all equipment as specified and to verify the quantities as specified. All materials provided by the Contractor shall conform to TxDOT's "Buy American" standards and Contractor shall furnish documentation acceptable to TxDOT that this requirement is met.

### 3.2 Storage of Equipment and Materials

Project Representative shall be advised of any arrangements made for storage of equipment or materials in a place other than Owner's site and evidence of insurance coverage shall be furnished with any application for payment therefor in conformance with the General Condition.

## 4.0 Poles

- 4.1 The poles to be used in this project shall be of the size and quantity as shown on the construction drawings.
- 4.2 The contractor shall be responsible for loading and unloading all poles.
- 4.3 Wood poles shall be set at points shown on the plans and/or staked in the field. All poles shall be plumb and in line except when raked as shown in the plans. Holes shall be dug with straight sides to the calculated setting depth and of sufficient diameter as to permit a tamping bar around all sides of the pole. Pole setting depths are calculated as 10% of the pole height plus 3 feet. Poles shall be plumbed and immediately tamped with loose dirt. Vegetable matter or wet dirt will not be permitted as backfill material. Air or hydraulic tampers shall be used while tamping poles and not more than 4 inches of loose dirt at a time shall be placed around the poles while they are being tamped. Tamping of poles shall continue until the tamped earth reaches the ground surface and the pole is firmly set. Loose earth shall be banked around tamped poles to form a 45° berm about the base of the pole at least eight inches above the ground surface. Self-supporting poles shall be set according to their respective detailed drawing.

## 5.0 Line Conductor Installation

- 5.1 The stringing of line conductors shall be carefully controlled for proper tension and sag so as not to injure the conductors. Experienced supervision, linemen and properly designed equipment shall be employed and used to insure proper and safe installation of the conductors. Sufficient tension shall be maintained in the conductor paid out to avoid its being twisted, kinked or subjected to excessive sag. Installation shall be such as to prevent nicking, cutting or otherwise allow damage to the conductor. Methods of installing the conductor that require its being pulled along the ground or subjected to treatment that may cause abrasion or kinking of the wire will not be permitted.
- 5.2 Splices shall be made only where required and only one splice per span will be permitted.
- 5.3 Splices in aluminum conductors shall be made using compression type splicing sleeves supplied by the Owner. The contractor shall furnish all tools necessary to properly apply the splices. Before making a joint, the inside of the sleeve and the ends of the

conductor to be inserted shall be clean and free from dirt and grease. A wire brush shall be used to remove oxide and grease from the sleeve and the conductor ends, and the conductor ends given additional brushing after the brush has been dipped in Penetrox "A", as manufactured by the Burndy Company.

- 5.4 The conductor shall be sagged in accordance with the applicable sag and tension chart medium loading district and the particular ruling span for each section of the line. The Contractor shall furnish sag and tension charts for the conductors to be installed. The temperature shall be determined by means of a certified etched glass thermometer. The proper sag values corresponding to this temperature should be used.
- 5.5 All connectors on the 12.5 kV distribution line are to be made using a power-driven wedge. The connectors, shells, and tools will be furnished by the Contractor and approved by Owner.

## 6.0 Drawings

The drawings in the attached List of Drawings are made a part of these Specifications.

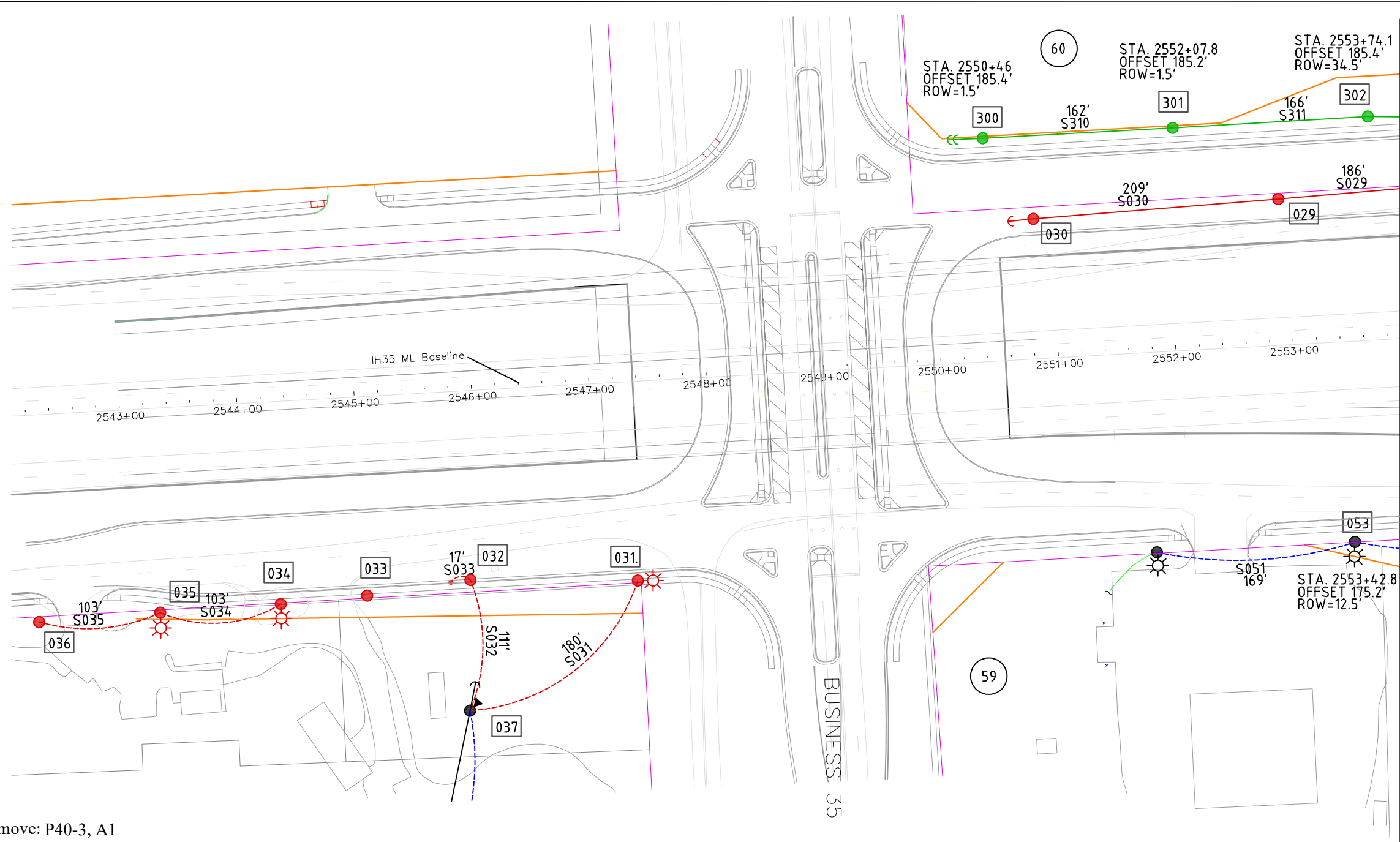
### LIST OF DRAWINGS

IH35 Mandated Sheets 1-24

Self-Supporting Poles Loading Sheets 1-25

Self-Supporting Poles Drilling Sheets 1-25

Construction Standards Drawings Sheets 1-75



Continued on Sheet 2

0

50'

100'

N

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

PARCEL NUMBER

029	Remove: P40-3, A1	S029	Remove: (2) #2 ACSR	300	Install: P45-2, C7-1, E6-2, E1-2, (2)F1-5 M2-2	S310	Install: (3)795MCM ACSR, 1-477MCM ACSR
030	Remove:P40-3, A5, E1-2, F1-2	S030	Remove: (2) #2 ACSR	301	Install: P45-2, C1-2, M2-2	S311	Install: (3)795MCM ACSR, 1-477MCM ACSR
031	Remove: P40-3, J10, ST/L, Sec Riser	S031	Remove: #6 DUP	302	Install: P45-2, C1-2, M2-2		
032	Remove: P30-3, J10	S032	Remove: #2 TRI				
033	Comm Pole	S033	Remove: #2 TRI				
034	Remove: P30-3, J10, S/L	S034	Remove: #6 DUP				
035	Remove: P30-3, J10, S/L	S035	Remove: #6 DUP				
036	Remove: P30-3, J10	S051	Existing: #2 TRI				
037	Remove: J10						
053	Existing: P40-3, (2)J10, S/L						

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

STATE OF TEXAS

ROBERT ALLEN SINGLETARY

57979

LICENSED PROFESSIONAL ENGINEER

*Robert Allen Singletary*

5 / 25 / 23

APPROVED FOR CONSTRUCTION

EST. 1886

SANGER

ELECTRIC UTILITIES

IH35 Widening Mandated

Power-D Utility Services

SCALE: 1 : 100

DATE: 1 / 28 / 23

DWG NO. 2000

APPROVED. 1 / 28 / 23

DRAWN BY: LSS

CHECKED BY: RAS

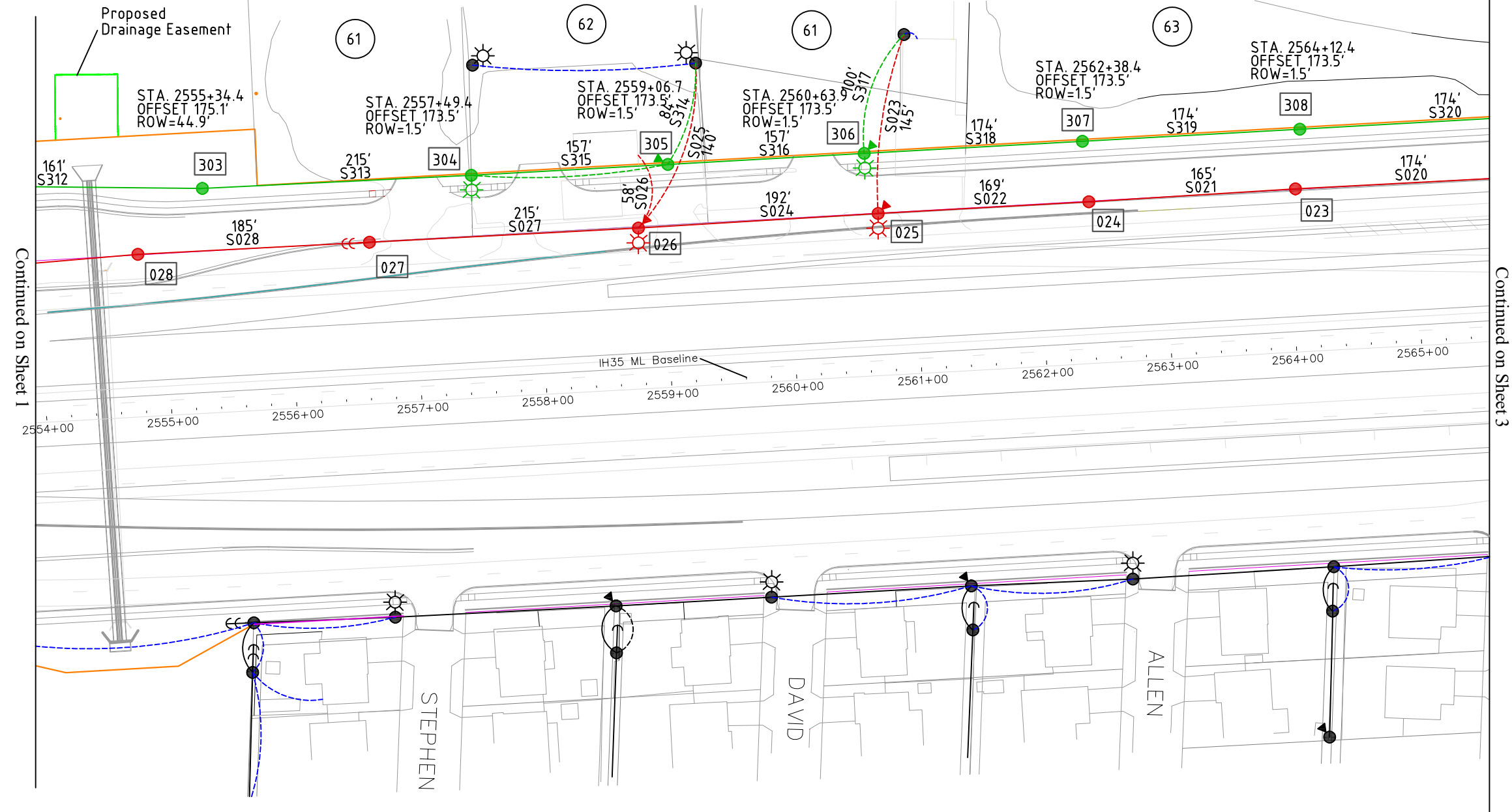
SHEET NO. 1 OF 24

REV.

133

61

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.



050'100'

N

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

PARCEL NUMBER

<div>028</div> Remove: P40-3, A1	S028 Remove: (2) #2 ACSR	<div>303</div> Install: P45-2, C1-2, M2-2	S312 Install: (3)795MCM ACSR, 1-477MCM ACSR
<div>027</div> Remove: SP40-3, A5, C7-1, E6-2, E1-2 (2)F1-2, M5-10	S027 Remove: (4) 477MCM ACSR	<div>304</div> Install: P45-2, C1-2, K14, S/L, M2-2	S313 Install: (3)795MCM ACSR, 1-477MCM ACSR
<div>026</div> Remove: SP40-3, C1-2, (2)J10, ST/L G9, T25	S026 Remove: #2 TRI	<div>305</div> Install: P45-2, C1-2, G9, T25, K14, M2-1, M2-2	S314 Install: 1/0 TRI
<div>025</div> Remove: SP40-3, C1-2, G9, T25, J10, ST/L	S025 Remove: 1/0 TRI	<div>306</div> Install: P45-2, C1-2, G9, T25, K14, M2-1 M2-2, S/L	S315 Install: (3)795MCM ACSR, 1-477MCM ACSR
<div>024</div> Remove: SP40-3, C1-2	S024 Remove: (4) 477MCM ACSR	<div>307</div> Install: P45-2, C1-2, M2-2	S316 Install: (3)795MCM ACSR, 1-477MCM ACSR
<div>023</div> Remove: SP40-3, C1-2	S023 Remove: 1/0 TRI	<div>308</div> Install: P45-2, C1-2, M2-2	S317 Install: 1/0 TRI
	S022 Remove: (4) 477MCM ACSR		S318 Install: (3)795MCM ACSR, 1-477MCM ACSR
	S021 Remove: (4) 477MCM ACSR		S319 Install: (3)795MCM ACSR, 1-477MCM ACSR
	S020 Remove: (4) 477MCM ACSR		S320 Install: (3)795MCM ACSR, 1-477MCM ACSR

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DRAWN BY: LSS

CHECKED BY: RAS

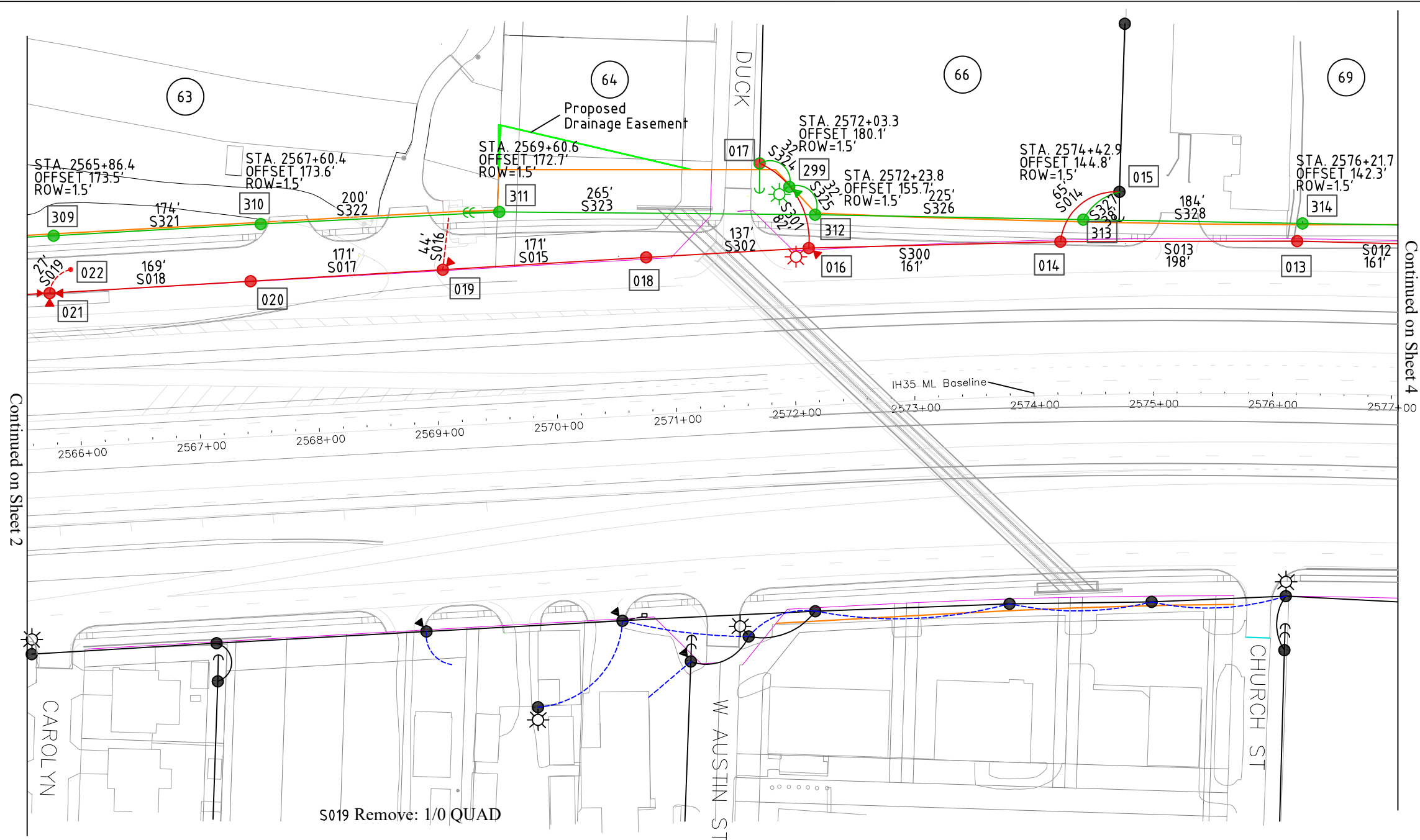
SHEET NO. 2 OF 24

REV.

134

62





0

50'

100'

N

Item 15.

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

PARCEL NUMBER

022	Customer Meter Pole	S019 Remove: 1/0 QUAD
021	Remove: SP40-3, C1-2, G310, (3)T15, J10	S018 Remove: (4) 477MCM ACSR
020	Remove: SP40-3, C1-2	S017 Remove: (4) 477MCM ACSR
019	Remove: SP40-3, C1-2, G9, T15, US2	S016 Remove: 1/0 TRIU
018	Remove: SP45-3, C2-2	S015 Remove: (4) 477MCM ACSR
017	Remove: P40-3, C8, E1-2, F1-2 Install: P40-3, C8, E1-2, F1-2, M2-2	S302 Remove: (4) 477MCM ACSR
016	Remove: P40-3, C1-1, C1 Slack, G9 T1.5, ST/L	S301 Remove: (4) #2 ACSR
015	Existing P40-3	S300 Remove: (4) 477MCM ACSR
014	Remove: SP40-3, C2-2, C1 Slack	S014 Remove: (4) #2 ACSR
013	Remove: SP40-3, C1-2	S013 Remove: (4) 477MCM ACSR
309	Install: P45-2, C1-2, M2-2	S012 Remove: (4) 477MCM ACSR
310	Install: P45-2, C1-2, M2-2	
311	Install: P45-2, C8, E6-2, E1-2, (2)F1-5, M2-2	
312	Install: P45-2, C1-2, C7, (3)M5-10, M2-2	
299	Install: P40-3, C1, G9, ST/L, T1.5, M2-1, M2-2	
313	Install: P45-2, C1 Slack, M5-10, M2-2	
314	Install: P45-2, C1-2, M2-2	
S321	Install: (3)795MCM ACSR, 1-477MCM ACSR	
S322	Install: (3)795MCM ACSR, 1-477MCM ACSR	
S323	Install: (3)795MCM ACSR, 1-477MCM ACSR	
S324	Install: (4)#2 ACSR	
S325	Install: (4)#2 ACSR	
S326	Install: (3)795MCM ACSR, 1-477MCM ACSR	
S327	Install: (4)#2 ACSR	
S328	Install: (3)795MCM ACSR, 1-477MCM ACSR	

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

STATE OF TEXAS

ROBERT ALLEN SINGLETARY

57979

LICENSED PROFESSIONAL ENGINEER

*Robert Allen Singletary*

5 / 25 / 23

APPROVED FOR CONSTRUCTION

EST. 1886

SANGER

ELECTRIC UTILITIES

IH35 Widening Mandated

Power-D Utility Services

SCALE: 1 : 100

DATE: 1 / 28 / 23

DWG NO. 2000

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SHEET NO. 3 OF 24

REV.

135

63



Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

Continued on Sheet 3

Continued on Sheet 5

0

50'

100'

N

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

PARCEL NUMBER

APPROVED  
FOR CONSTRUCTION

IH35 Widening Mandated

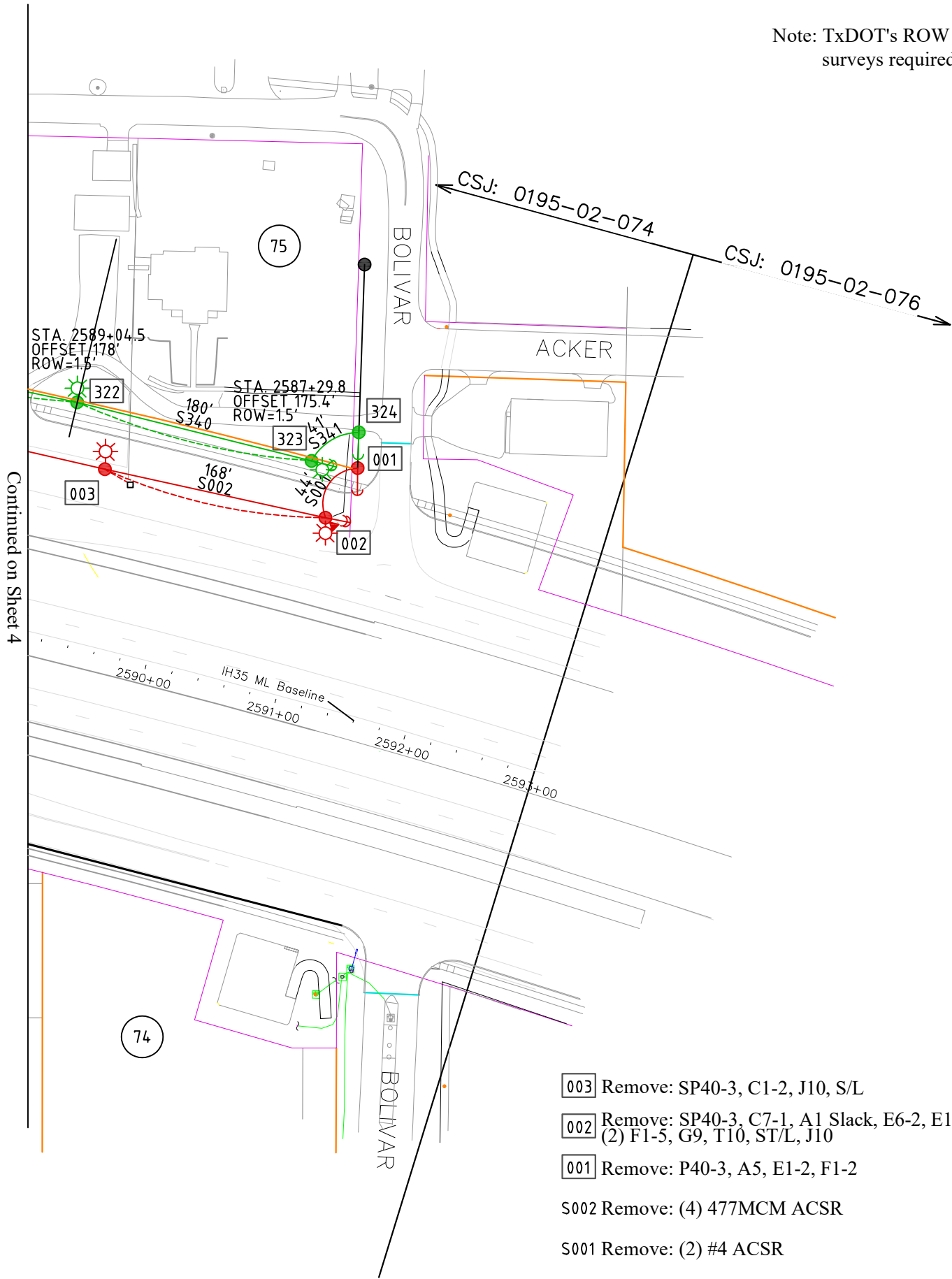
SCALE: 1 : 100	DATE: 1 / 28 / 23	DWG NO. 2000	APPROVED. 1 / 28 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 4 OF 24	REV.

136

012 Remove: SP40-3, C1-2	S009 Remove: (4) 1/0 ACSR	315 Install: P45-2, C1-2, M2-2	S332 Install: (4)1/0 ACSR
011 Remove: SP40-3, C1-2	S008 Remove: (4) 477MCM ACSR	316 Install: P45-2, C1-2, M2-2	S333 Install: (3)795MCM ACSR, 1-477MCM ACSR
010 Remove: P40-3, C8, (3)M5-10, E1-2, F1-2 Install: P45-2, C1-2, C1 Slack, (3)M5-10, M2-2	S007 Remove: (4) 477MCM ACSR	317 Install: P45-2, C7, E6-2, F1-5, M2-2	S334 Install: (3)795MCM ACSR, 1-477MCM ACSR
009 Remove: SP40-3, C1-2, C1 Slack	S303 Remove: (4) 477MCM ACSR	318 Install: P45-2, C1-2, M2-2	S335 Install: 1/0 TRI
008 Remove: SP45-3, C1-2	S304 Remove: 1/0 TRI	319 Install: P60-H1, C8, C20-2, M2-2 (2)E1-2, (2)F1-5, K14, S/L	S336 Install: (3)795MCM ACSR, 1-477MCM ACSR
007 Remove: SP50-3, C8, C20-2, (2)E1-2 (2)F1-5, J10	S006 Remove: 1/0 TRI	320 Install: P45-2, C1-2, K14, S/L, M2-2	S337 Install: (3)795MCM ACSR, 1-477MCM ACSR #6 DUP
006 Remove: P30-3, Sec Riser, K14, S/L	S005 Remove: (4) 477MCM ACSR	321 Install: P45-2, C1-2, G9, T25, US2 K14, S/L, M2-1, M2-2	S338 Install: 1/0 TRIU, UPED
005 Remove: SP45-3, C1-2, J10, S/L	S004 Remove: (4) 477MCM ACSR #2 DUP	074 Install: P60-H1, (2)C7-1, (2)E6-2, (2)E1-2 (4) F1-5, K14, S/L, M2-2	S339 Install: (3)795MCM ACSR, 1-477MCM ACSR
004 Remove: P40-3, C1-2, US2, G9, T25, K14 S/L	S305 Remove: 1/0 TRIU, UPED	S329 Install: (3)795MCM ACSR, 1-477MCM ACSR	
074 Remove: SP55-2, (2)C7-1, (2)E6-2, (2)E1-2 (4) F1-5, J10, S/L	S003 Remove: (4) 477MCM ACSR	S330 Install: (3)795MCM ACSR, 1-477MCM ACSR	
S011 Remove: (4) 477MCM ACSR		S331 Install: (3)795MCM ACSR, 1-477MCM ACSR	
S010 Remove: (4) 477MCM ACSR			

Existing Anchors to be  
Replaced at Same Location  
STA. 2584+34.6  
OFFSET 170.9'  
ROW=1.5'

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.



Continued on Sheet 4

- 003

Remove: SP40-3, C1-2, J10, S/L
- 002

Remove: SP40-3, C7-1, A1 Slack, E6-2, E1-2  
(2) F1-5, G9, T10, ST/L, J10
- 001

Remove: P40-3, A5, E1-2, F1-2
- S002

Remove: (4) 477MCM ACSR
- S001

Remove: (2) #4 ACSR

- 322

Install: P45-2, C1-2, (2)K14, S/L, M2-2
- 323

Install: P45-2, C7-1, A1 Slack, M5-10, K14  
E6-2, E1-2, (2) F1-5, ST/L, M2-2
- 324

Install: P40-3, A5, E1-2, F1-2, M2-2
- S340

Install: (3)795MCM ACSR, 1-477MCM ACSR  
#6 DUP
- S341

Install: (2) #4 ACSR

050'100'

N

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

##

PARCEL NUMBER

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FOR CONSTRUCTION

IH35 Widening Mandated

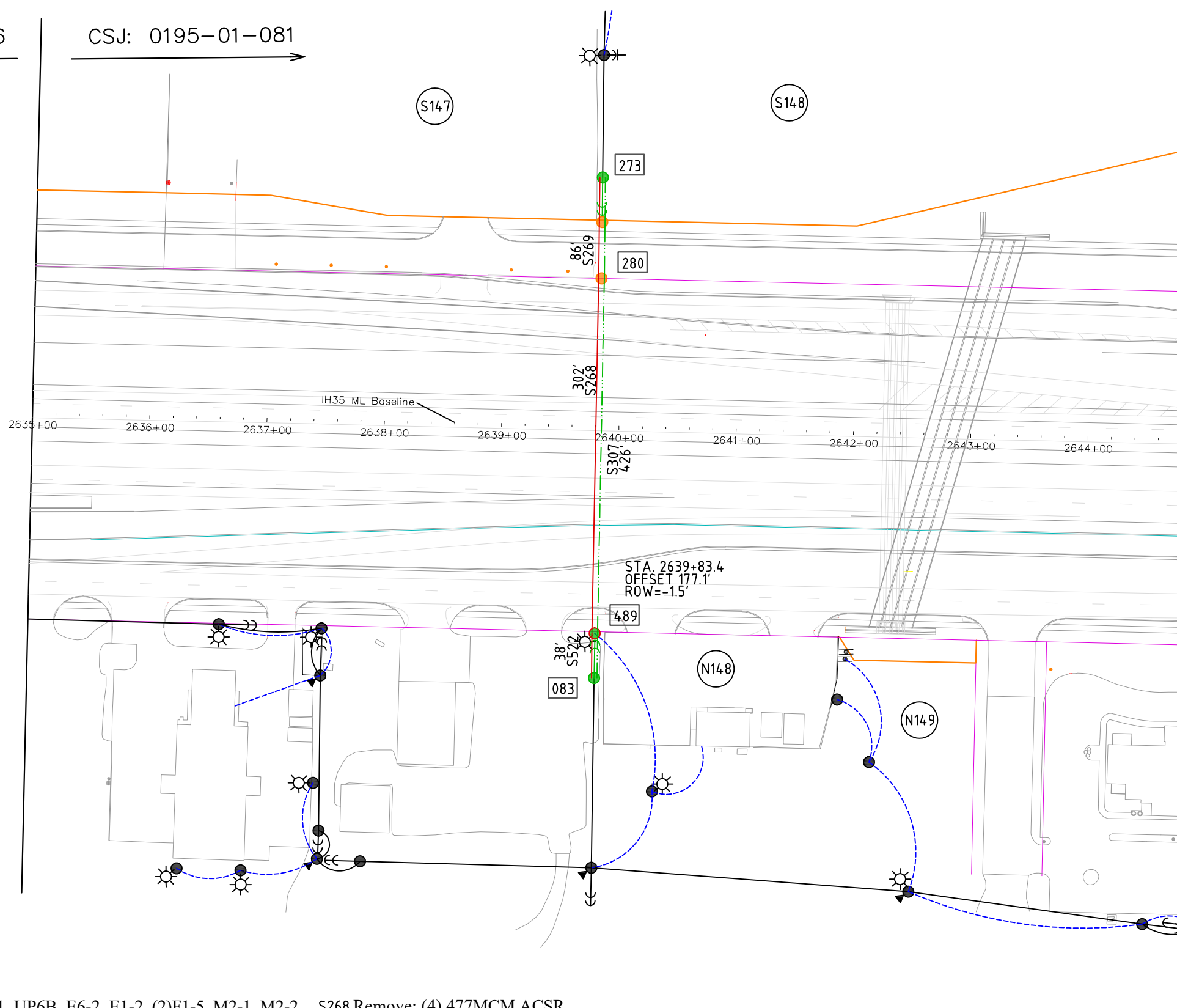
SCALE: 1 : 100	DATE: 1 / 28 / 23	DWG NO. 2000	APPROVED. 1 / 28 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 5 OF 24	REV.

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CSJ: 0195-02-076

CSJ: 0195-01-081



Continued on Sheet 7

- 083 Install: P45-2, C7-1, UP6B, E6-2, E1-2, (2)F1-5, M2-1, M2-2 S268 Remove: (4) 477MCM ACSR
- 273 Install: P45-2, C7-1, UP6B, E6-2, E1-2, (2)F1-5, M2-1, M2-2 S269 Remove: (4) 477MCM ACSR
- 280 Remove: C20-2 S307 Install: (6) 750MCM AL URD in 2-6" HDPE with Directional Bore
- 489 Remove: SP55-2, C2-2, S/L, J10 S522 Remove: (4) 477MCM ACSR

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

Item 15.

0 50' 100'

N

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

##

PARCEL NUMBER

STATE OF TEXAS

ROBERT ALLEN SINGLETARY

57979

LICENSED PROFESSIONAL ENGINEER

*Robert Allen Singletary*

5 / 25 / 23

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SANGER

ELECTRIC UTILITIES

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Power-D Utility Services

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DATE: 1 / 28 / 23

DWG NO. 2000

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SHEET NO. 6 OF 24

REV.

138



0

50'

100'

N

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

##

PARCEL NUMBER

The main drawing area shows a plan view of an electrical project. It includes a horizontal baseline labeled 'IH35 ML Baseline' with stationing from 2645+00 to 2655+00. To the left, a vertical road is labeled 'BELZ RD'. Various electrical components are marked with numbers in boxes (e.g., 248, 249, 255, 256, 257, 258, 259, 325, 326, 327, 328, 329, 330, 331) and letters (S259, S260, S342, S343, S344, S345, S346, S347, S348, S349, S350). Some points are labeled with stationing and offsets (e.g., STA. 2646+71.7, STA. 2647+37.7, STA. 2654+39.2). A curved line represents a proposed right-of-way. A north arrow and a scale bar (0, 50', 100') are located in the top right corner of the drawing area. The drawing is bounded by 'Continued on Sheet 6' on the left and 'Continued on Sheet 8' on the right.

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

STATE OF TEXAS

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5 / 25 / 23

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SANGER

ELECTRIC UTILITIES

IH35 Widening Mandated

Power-D Utility Services

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DATE: 1 / 28 / 23

DWG NO. 2000

APPROVED. 1 / 28 / 23

DRAWN BY: LSS

CHECKED BY: RAS

SHEET NO. 7 OF 24

REV.

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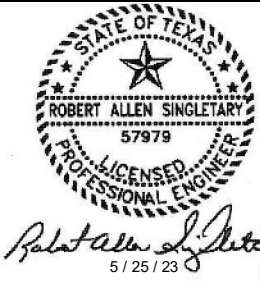
67

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.



LEGEND

- EXISTING ELECTRIC LINE
- PROPOSED ELECTRIC LINE
- REMOVE EXISTING LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING POLE
- REMOVE EXISTING POLE
- PROPOSED POLE
- CHANGE OUT EXISTING POLE
- PROPOSED SELF SUPPORTING POLE
- COSERV LINE
- COSERV EXISTING POLE
- COSERV PROPOSED POLE
- EXISTING TRANSFORMER
- REMOVE EXISTING TRANSFORMER
- PROPOSED TRANSFORMER
- EXISTING SECONDARY OR SERVICE
- PROPOSED SECONDARY OR SERVICE
- EXISTING GUY LOCATION
- REMOVE EXISTING GUY
- PROPOSED GUY LOCATION
- PARCEL NUMBER



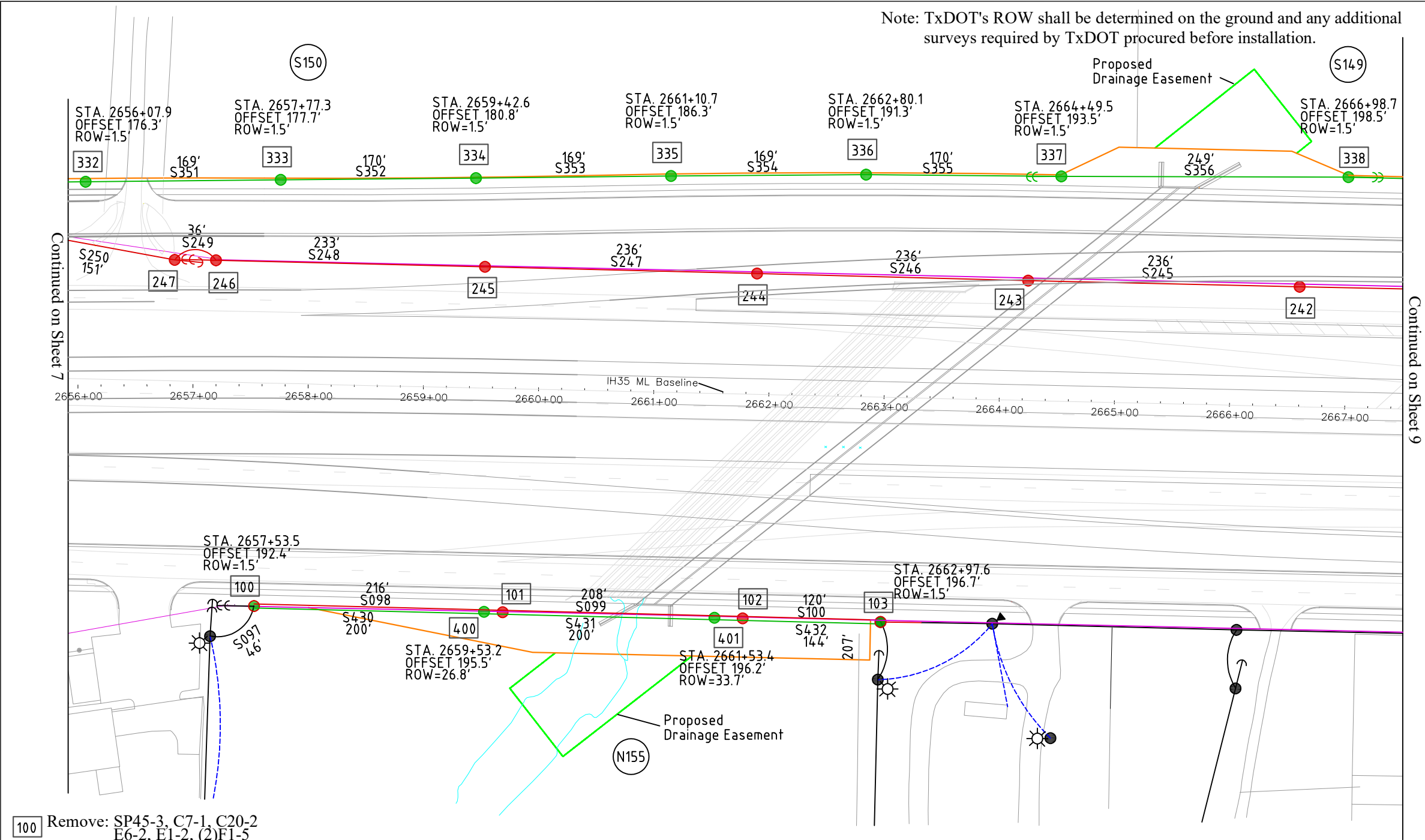
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FOR CONSTRUCTION



IH35 Widening Mandated



SCALE: 1 : 100	DATE: 1 / 28 / 23	DWG NO. 2000	APPROVED. 1 / 28 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 8 OF 24	REV.

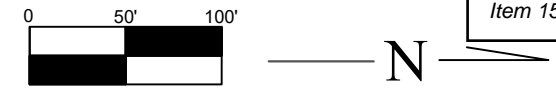


- 100 Remove: SP45-3, C7-1, C20-2  
E6-2, E1-2, (2)F1-5
- 101 Remove: P45-2, C1-2
- 102 Remove: P45-2, C1-2
- 103 Remove: SP45-3, C1-2, A1 Slack, M5-10  
Install: P45-2, C1-2, A1 Slack, M5-10, M2-2
- 242 Remove: SP45-3, C1-2
- 243 Remove: SP45-3, C1-2
- 244 Remove: SP45-3, C1-2
- 245 Remove: SP45-3, C1-2
- 246 Remove: SP45-3, C5-1, CF1-2V  
E6-2, E1-2, (2)F1-5
- 247 Remove: SP45-3, C5-1, CF1-2V  
E6-2, E1-2, (2)F1-5

- S098 Remove: (4) 477MCM ACSR
- S099 Remove: (4) 477MCM ACSR
- S100 Remove: (4) 477MCM ACSR
- S245 Remove: (4) 477MCM ACSR
- S246 Remove: (4) 477MCM ACSR
- S247 Remove: (4) 477MCM ACSR
- S248 Remove: (4) 477MCM ACSR
- S249 Remove: (4) 477MCM ACSR

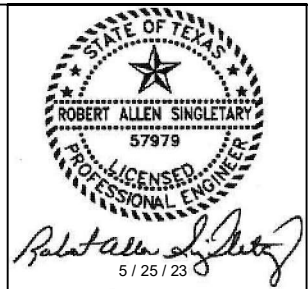
- 332 Install: P45-2, C1-2, M2-2
- 333 Install: P45-2, C1-2, M2-2
- 334 Install: P45-2, C1-2, M2-2
- 335 Install: P45-2, C1-2, M2-2
- 336 Install: P45-2, C1-2, M2-2
- 337 Install: P45-2, C8, E6-2, E1-2, (2)F1-5, M2-2
- 338 Install: P45-2, C8, E6-2, E1-2, (2)F1-5, M2-2
- 400 Install: P45-2, C1-2, M2-2
- 401 Install: P45-2, C1-2, M2-2

- S351 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S352 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S353 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S354 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S355 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S356 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S430 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S431 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S432 Install: (3) 795MCM ACSR, 1-477MCM ACSR



LEGEND

- EXISTING ELECTRIC LINE
- PROPOSED ELECTRIC LINE
- REMOVE EXISTING LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING POLE
- REMOVE EXISTING POLE
- PROPOSED POLE
- CHANGE OUT EXISTING POLE
- PROPOSED SELF SUPPORTING POLE
- COSERV LINE
- COSERV EXISTING POLE
- COSERV PROPOSED POLE
- EXISTING TRANSFORMER
- REMOVE EXISTING TRANSFORMER
- PROPOSED TRANSFORMER
- EXISTING SECONDARY OR SERVICE
- PROPOSED SECONDARY OR SERVICE
- EXISTING GUY LOCATION
- REMOVE EXISTING GUY
- PROPOSED GUY LOCATION
- PARCEL NUMBER



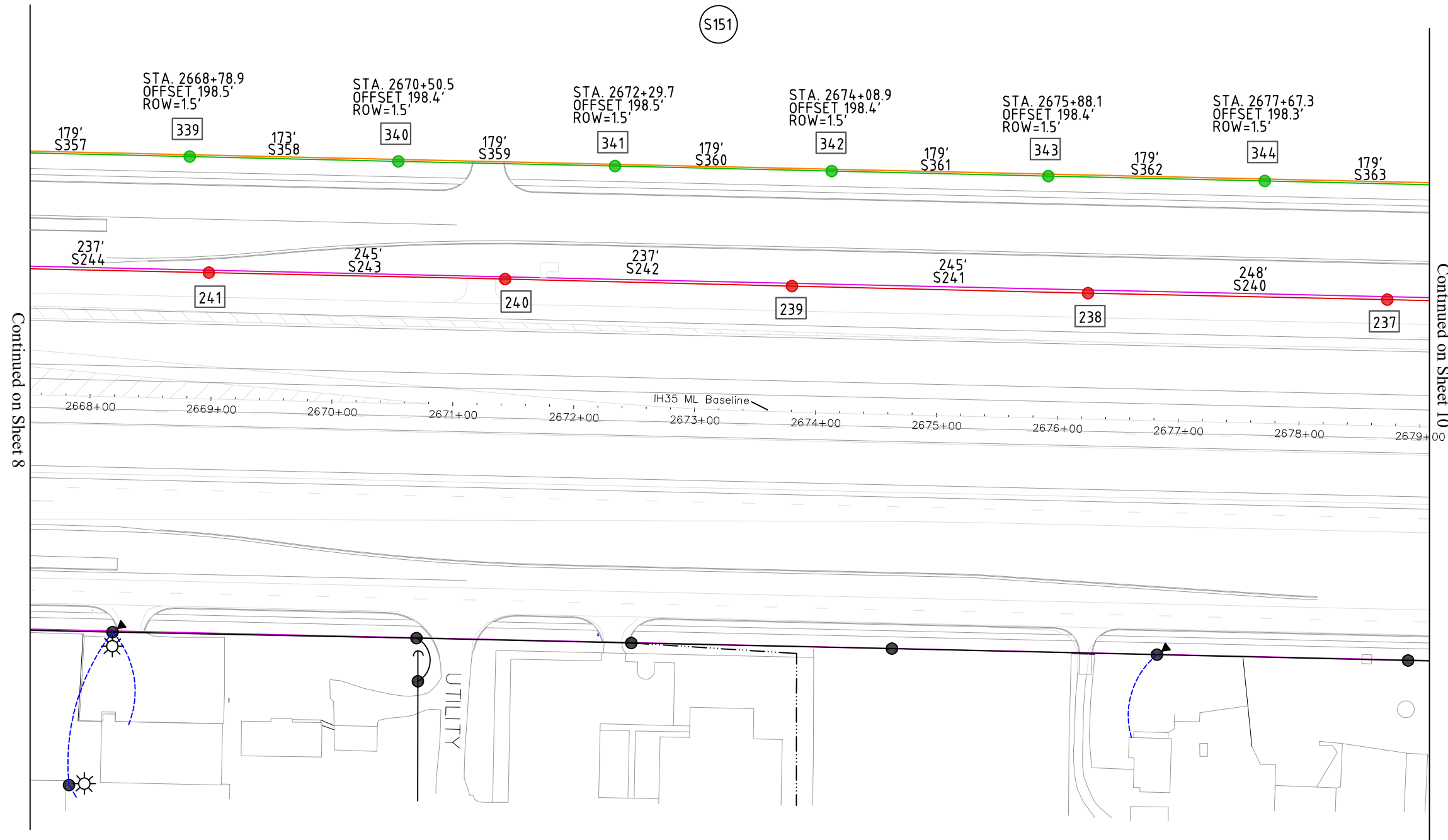
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IH35 Widening Mandated



SCALE: 1 : 100	DATE: 1 / 28 / 23	DWG NO. 2000	APPROVED. 1 / 28 / 23
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- 237 Remove: SP45-3, C1-2
- 238 Remove: SP45-3, C1-2
- 239 Remove: SP45-3, C1-2
- 240 Remove: SP45-3, C1-2
- 241 Remove: SP40-3, C1-2

- S240 Remove: (4) 477MCM ACSR
- S241 Remove: (4) 477MCM ACSR
- S242 Remove: (4) 477MCM ACSR
- S243 Remove: (4) 477MCM ACSR
- S244 Remove: (4) 477MCM ACSR

- 339 Install: P45-2, C1-2, M2-2
- 340 Install: P45-2, C1-2, M2-2
- 341 Install: P45-2, C1-2, M2-2
- 342 Install: P45-2, C1-2, M2-2
- 343 Install: P45-2, C1-2, M2-2
- 344 Install: P45-2, C1-2, M2-2

- S357 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S358 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S359 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S360 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S361 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S362 Install: (3) 795MCM ACSR, 1-477MCM ACSR

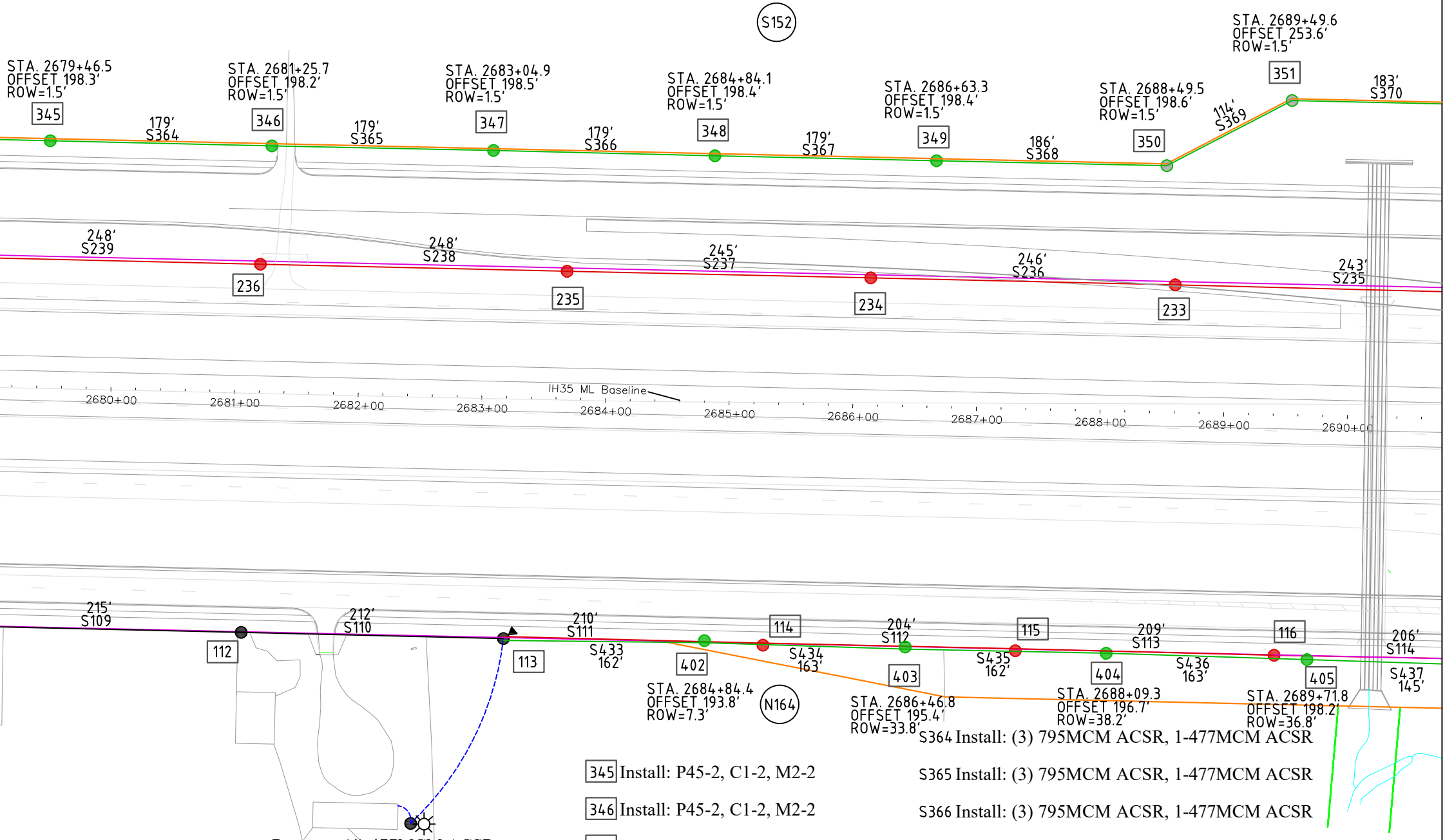
Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.



Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

Continued on Sheet 9

Continued on Sheet 11



050'100'

N

Item 15.

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

PARCEL NUMBER

STATE OF TEXAS

ROBERT ALLEN SINGLETARY

57979

LICENSED PROFESSIONAL ENGINEER

5 / 25 / 23

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EST. 1886

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ELECTRIC UTILITIES

IH35 Widening Mandated

Power-D Utility Services

SCALE: 1 : 100

DATE: 1 / 28 / 23

DWG NO. 2000

APPROVED. 1 / 28 / 23

DRAWN BY: LSS

CHECKED BY: RAS

SHEET NO. 10 OF 24

REV.

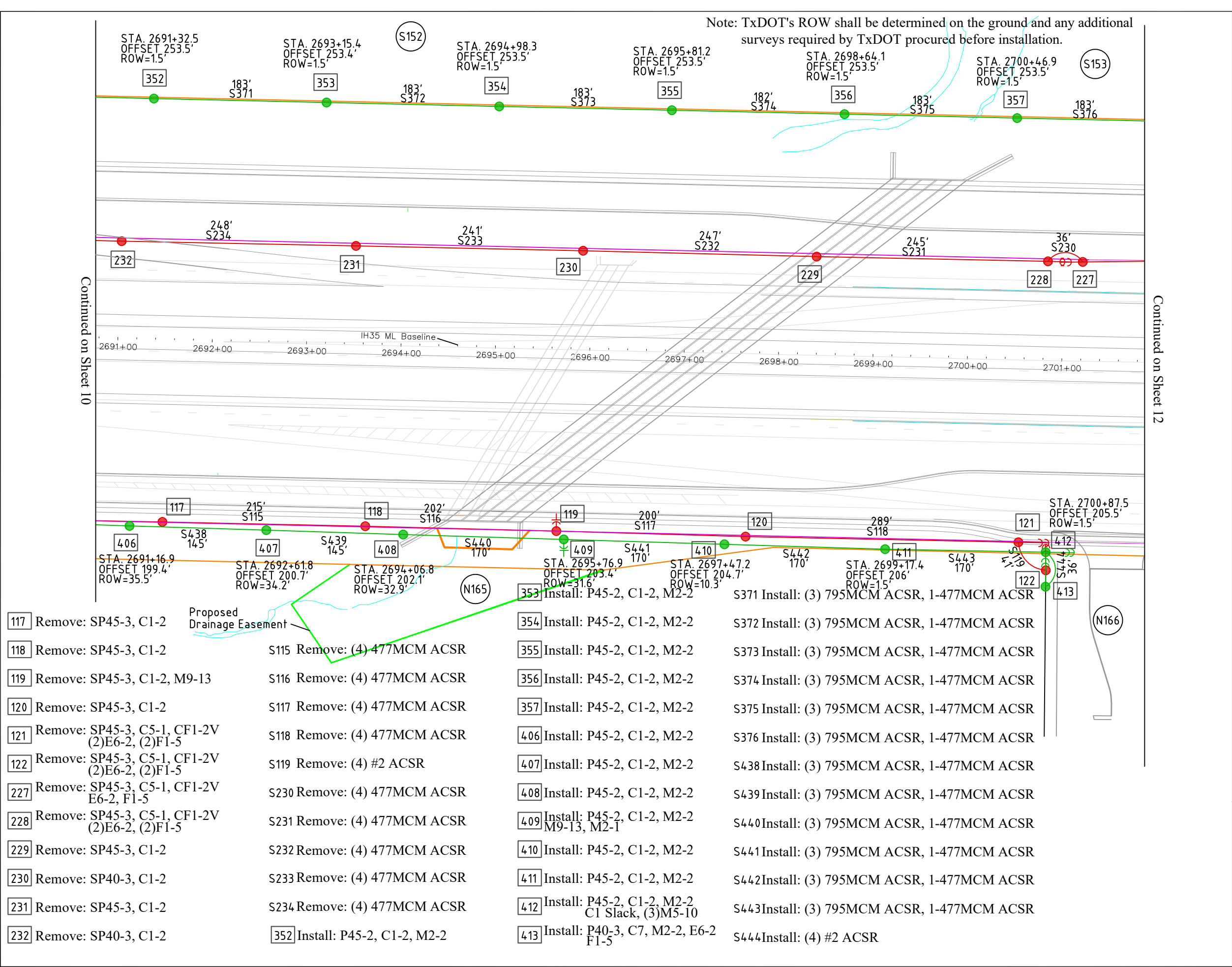
142

- 114 Remove: SP45-3, C1-2
- 115 Remove: SP45-3, C1-2
- 116 Remove: SP45-3, C1-2
- 233 Remove: SP45-3, C1-2
- 234 Remove: SP45-3, C1-2
- 235 Remove: SP45-3, C1-2
- 236 Remove: SP40-3, C1-2

- S111 Remove: (4) 477MCM ACSR
- S112 Remove: (4) 477MCM ACSR
- S113 Remove: (4) 477MCM ACSR
- S114 Remove: (4) 477MCM ACSR
- S235 Remove: (4) 477MCM ACSR
- S236 Remove: (4) 477MCM ACSR
- S237 Remove: (4) 477MCM ACSR
- S238 Remove: (4) 477MCM ACSR
- S239 Remove: (4) 477MCM ACSR

- 345 Install: P45-2, C1-2, M2-2
- 346 Install: P45-2, C1-2, M2-2
- 347 Install: P45-2, C1-2, M2-2
- 348 Install: P45-2, C1-2, M2-2
- 349 Install: P45-2, C1-2, M2-2
- 350 Install: SSP45, C2-2, M2-2, M2-1
- 351 Install: SSP45, C2-2, M2-2, M2-1
- 402 Install: P45-2, C1-2, M2-2
- 403 Install: P45-2, C1-2, M2-2
- 404 Install: P45-2, C1-2, M2-2
- 405 Install: P45-2, C1-2, M2-2

- S364 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S365 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S366 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S367 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S368 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S369 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S370 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S433 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S434 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S435 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S436 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S437 Install: (3) 795MCM ACSR, 1-477MCM ACSR



0 50' 100'

N

LEGEND

- EXISTING ELECTRIC LINE
- PROPOSED ELECTRIC LINE
- REMOVE EXISTING LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING POLE
- REMOVE EXISTING POLE
- PROPOSED POLE
- CHANGE OUT EXISTING POLE
- PROPOSED SELF SUPPORTING POLE
- COSERV LINE
- COSERV EXISTING POLE
- COSERV PROPOSED POLE
- EXISTING TRANSFORMER
- REMOVE EXISTING TRANSFORMER
- PROPOSED TRANSFORMER
- EXISTING SECONDARY OR SERVICE
- PROPOSED SECONDARY OR SERVICE
- EXISTING GUY LOCATION
- REMOVE EXISTING GUY
- PROPOSED GUY LOCATION
- PARCEL NUMBER

APPROVED FOR CONSTRUCTION

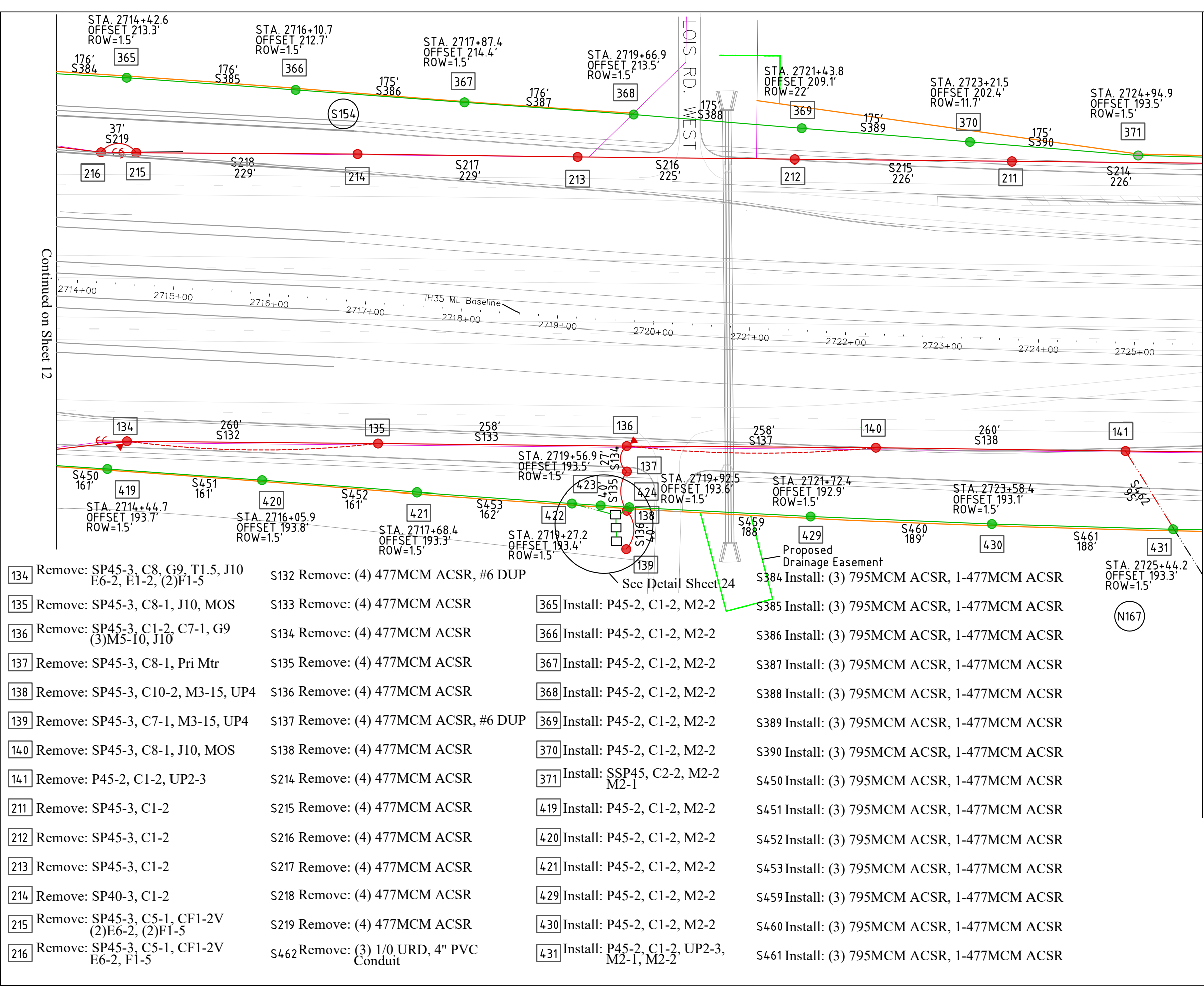
IH35 Widening Mandated

SCALE: 1 : 100	DATE: 5 / 27 / 20	DWG NO. 2000	APPROVED. 1 / 28 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 11 OF 24	REV. 7 / 1

143







**LEGEND**

- EXISTING ELECTRIC LINE
- PROPOSED ELECTRIC LINE
- REMOVE EXISTING LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING POLE
- REMOVE EXISTING POLE
- PROPOSED POLE
- CHANGE OUT EXISTING POLE
- PROPOSED SELF SUPPORTING POLE
- COSERV LINE
- COSERV EXISTING POLE
- COSERV PROPOSED POLE
- EXISTING TRANSFORMER
- REMOVE EXISTING TRANSFORMER
- PROPOSED TRANSFORMER
- EXISTING SECONDARY OR SERVICE
- PROPOSED SECONDARY OR SERVICE
- EXISTING GUY LOCATION
- REMOVE EXISTING GUY
- PROPOSED GUY LOCATION
- PARCEL NUMBER

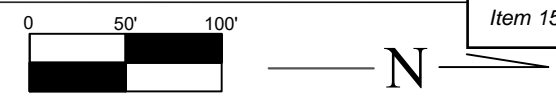
**APPROVED FOR CONSTRUCTION**

**IH35 Widening Mandated**

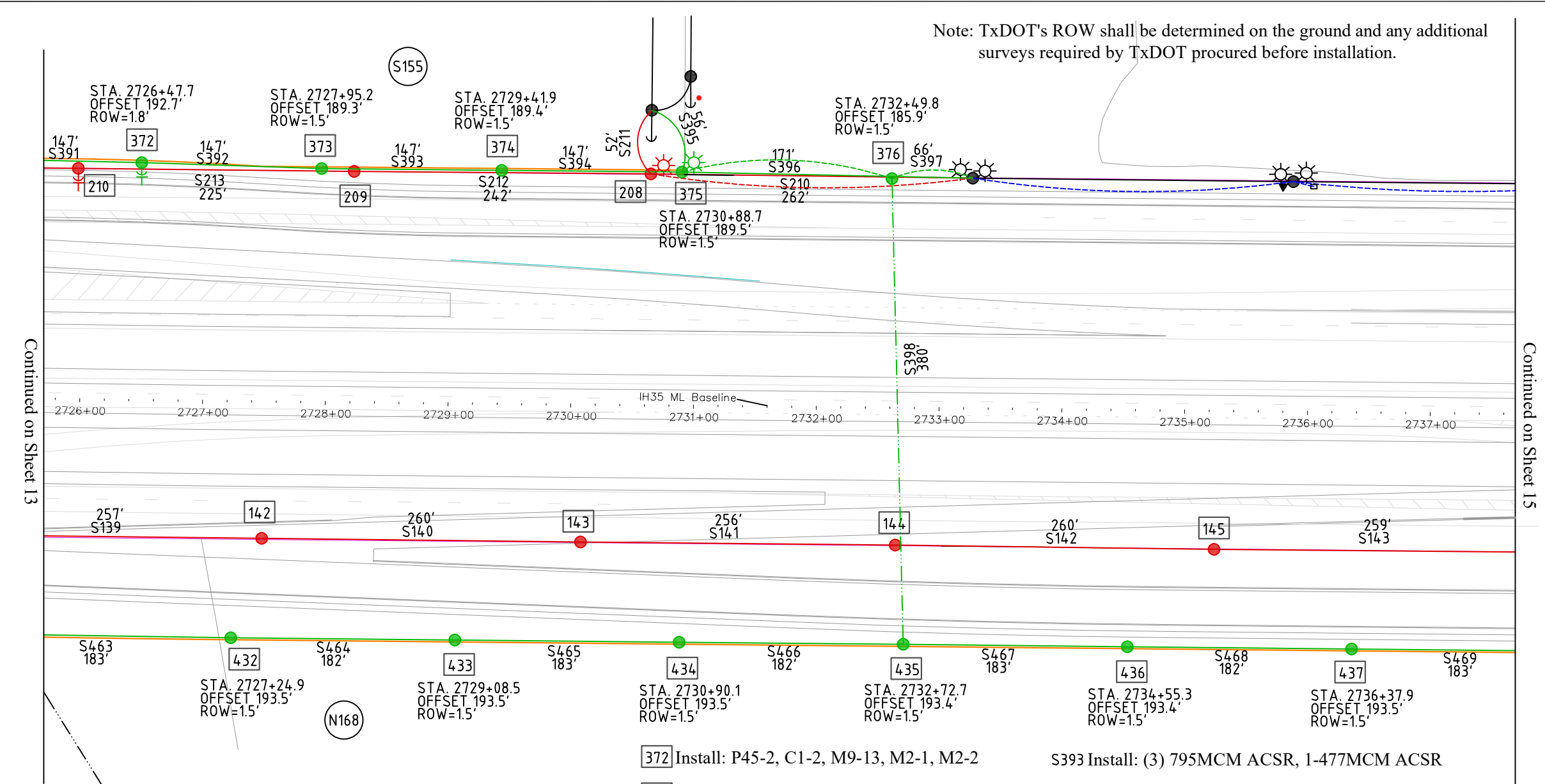
SCALE: 1 : 100	DATE: 1 / 28 / 23	DWG NO. 2000	APPROVED. 1 / 28 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 13 OF 24	REV.

145



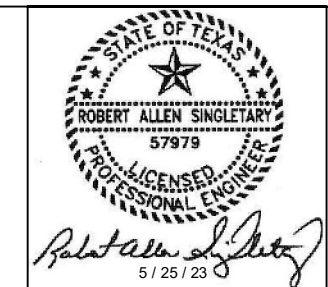


Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.



**LEGEND**

- EXISTING ELECTRIC LINE
- PROPOSED ELECTRIC LINE
- REMOVE EXISTING LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING POLE
- REMOVE EXISTING POLE
- PROPOSED POLE
- CHANGE OUT EXISTING POLE
- PROPOSED SELF SUPPORTING POLE
- COSERV LINE
- COSERV EXISTING POLE
- COSERV PROPOSED POLE
- EXISTING TRANSFORMER
- REMOVE EXISTING TRANSFORMER
- PROPOSED TRANSFORMER
- EXISTING SECONDARY OR SERVICE
- PROPOSED SECONDARY OR SERVICE
- EXISTING GUY LOCATION
- REMOVE EXISTING GUY
- PROPOSED GUY LOCATION
- PARCEL NUMBER



**APPROVED  
FOR CONSTRUCTION**



**IH35 Widening Mandated**



142 Remove: SP45-3, C1-2	S139 Remove: (4) 477MCM ACSR	372 Install: P45-2, C1-2, M9-13, M2-1, M2-2	S393 Install: (3) 795MCM ACSR, 1-477MCM ACSR
143 Remove: SP45-3, C1-2	S140 Remove: (4) 477MCM ACSR	373 Install: P45-2, C1-2, M2-2	S394 Install: (3) 795MCM ACSR, 1-477MCM ACSR
144 Remove: SP45-3, C1-2	S141 Remove: (4) 477MCM ACSR	374 Install: P45-2, C1-2, M2-2	S395 Install: (4) 1/0 ACSR
145 Remove: SP45-3, C1-2	S142 Remove: (4) 477MCM ACSR	375 Install: P45-2, C1-2, C7, M2-2 (3)M5-10, K14, S/L	S396 Install: (3) 795MCM ACSR, 1-477MCM ACSR
208 Remove: SP45-3, C1-2, C20-2, S/L, J10	S143 Remove: (4) 477MCM ACSR	376 Install: P45-2, C1-2, UP6B M2-1, M2-2, (2)K14	S397 Install: (3) 795MCM ACSR, 1-477MCM ACSR
209 Remove: SP45-3, C1-2	S210 Remove: (4) 477MCM ACSR	432 Install: P45-2, C1-2, M2-2	S398 Install: (6) 750MCM AL URD in 6" HDPE with Directional Bore
210 Remove: P45-2, C1-2, M9-13	S211 Remove: (4) 1/0 ACSR	433 Install: P45-2, C1-2, M2-2	S463 Install: (3) 795MCM ACSR, 1-477MCM ACSR
	S212 Remove: (4) 477MCM ACSR	434 Install: P45-2, C1-2, M2-2	S464 Install: (3) 795MCM ACSR, 1-477MCM ACSR
	S213 Remove: (4) 477MCM ACSR	435 Install: P45-2, C1-2, UP6B M2-1, M2-2, (2)K14	S465 Install: (3) 795MCM ACSR, 1-477MCM ACSR
		436 Install: P45-2, C1-2, M2-2	S466 Install: (3) 795MCM ACSR, 1-477MCM ACSR
		437 Install: P45-2, C1-2, M2-2	S467 Install: (3) 795MCM ACSR, 1-477MCM ACSR
		S391 Install: (3) 795MCM ACSR, 1-477MCM ACSR	S468 Install: (3) 795MCM ACSR, 1-477MCM ACSR
		S392 Install: (3) 795MCM ACSR, 1-477MCM ACSR	S469 Install: (3) 795MCM ACSR, 1-477MCM ACSR

SCALE: 1 : 100	DATE: 1 / 28 / 23	DWG NO. 2000	APPROVED. 1 / 28 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 14 OF 24	REV.

0

50'

100'

N

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

PARCEL NUMBER

APPROVED  
FOR CONSTRUCTION

IH35 Widening Mandated

SCALE: 1 : 100	DATE: 1 / 28 / 23	DWG NO. 2000	APPROVED. 1 / 28 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 15 OF 24	REV.

147

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

Continued on Sheet 14

146

Remove: SP45-3, C1-2

147

Remove: SP45-3, C1-2

148

Remove: SP55-3, C7-1, C8, (2)E1-2, (4)F1-5

149

Remove: SP50-3, C7, C8, (2)E1-2, F1-2

443

Remove: P40-3, C7, (3)M5-10, (6)M5-5, E6-2, F1-5

150

Remove: SP45-3, C8

151

Remove: SP40-3, C2-2, E1-2, F1-2

152

Remove: SP45-3, C2-2

202

Remove: P40-3, A5, A1 Slack, E1-2, F1-2

203

Remove: SP55-3, (2)C7-1, A5, J10, (2)E6-2, (2)E1-2, (4)F1-5, S/L

S144

Remove: (4) 477MCM ACSR

S145

Remove: (4) 477MCM ACSR

S146

Remove: (4) 477MCM ACSR

S147

Remove: (4) #4 ACSR

S148

Remove: (4) 477MCM ACSR

S149

Remove: (4) 477MCM ACSR

S150

Remove: (4) 477MCM ACSR

S151

Remove: (4) 477MCM ACSR

S203

Remove: (2) #4 ACSR

S204

Remove: (2) #4 ACSR

S205

Remove: (4) 477MCM ACSR

S474

Remove: (4) #4 ACSR

203

Install: P45-2, C1-2, M2-2, K14, S/L

377

Install: P45-2, C1-2, M2-2

378

Install: SSP45, C2-2, M2-2, M2-1, A1 Slack, M5-10

438

Install: P45-2, C1-2, M2-2

439

Install: P45-2, C1-2, M2-2

440

Install: SSP45, C2-2, M2-2, M2-1

441

Install: SSP45, C2-2, M2-2, M2-1

442

Install: P45-2, C1-2, C1 Slack, M2-2, (3)M5-10

444

Install: P40-3, C7, E6-2, F1-5, M2-2

445

Install: SSP45, C2-2, M2-2, M2-1

446

Install: P45-2, C2-2, M2-2, E6-2, F1-5

S399

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S400

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S401

Install: (2) #2 ACSR

S470

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S471

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S472

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S473

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S475

Install: (4) #4 ACSR

S476

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S477

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S478

Install: (3) 795MCM ACSR, 1-477MCM ACSR

75

0

50'

100'

N

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

PARCEL NUMBER

Continued on Sheet 15

Continued on Sheet 17

<div>157</div> Remove: SP45-3, C2-2	<div>S155</div> Remove: (4) 477MCM ACSR	<div>447</div> Install: SSP45, (2)C7-1, M2-2, M2-1	<div>S479</div> Install: (3) 795MCM ACSR, 1-477MCM ACSR
<div>158</div> Remove: SP45-3, C2-2, E1-2, F1-5	<div>S156</div> Remove: (4) 477MCM ACSR	<div>448</div> Install: P45-2, C1-2, M2-2	<div>S480</div> Install: (3) 795MCM ACSR, 1-477MCM ACSR
<div>159</div> Remove: SP45-3, C2-2, UP4	<div>S157</div> Remove: (4) 477MCM ACSR	<div>449</div> Install: P45-2, C1-2, UP4, M2-2 M2-1	<div>S481</div> Install: (3) 795MCM ACSR, 1-477MCM ACSR
<div>160</div> Remove: SP45-3, C2-2	<div>S158</div> Remove: (4) 477MCM ACSR	<div>450</div> Install: P45-2, C1-2, M2-2	<div>S482</div> Install: (3) 795MCM ACSR, 1-477MCM ACSR
<div>161</div> Remove: SP45-3, C8, (2)E1-2, (2)F1-5	<div>S159</div> Remove: (4) 477MCM ACSR	<div>451</div> Install: P45-2, C1-2, M2-2	<div>S483</div> Install: (3) 795MCM ACSR, 1-477MCM ACSR
<div>162</div> Remove: P45-2, C1-2, C7	<div>S160</div> Remove: (4) 477MCM ACSR	<div>452</div> Install: P45-2, C1-2, M2-2	<div>S484</div> Install: (3) 795MCM ACSR, 1-477MCM ACSR
<div>162a</div> Remove: P40-3, C1	<div>S160a</div> Remove: (4) 1/0 ACSR		<div>S484a</div> Install: (4) 1/0 ACSR
	<div>S160b</div> Remove: (4) 1/0 ACSR		<div>S485</div> Install: (3) 795MCM ACSR, 1-477MCM ACSR
	<div>S521</div> Remove: (3) 1/0 URD, 4" Conduit		

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

APPROVED  
FOR CONSTRUCTION

IH35 Widening Mandated

SCALE: 1 : 100	DATE: 1 / 28 / 23	DWG NO. 2000	APPROVED. 1 / 28 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 16 OF 24	REV. 5 / 2

148

76



0

50'

100'

N

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

PARCEL NUMBER

163 Remove: SP40-3, C8, E6-2, E1-2  
(2)F1-5

164 Remove: SP45-3, C1-2

165 Remove: SP45-3, C2-2

166 Remove: SP45-3, C2-2

167 Remove: SP45-3, C2-2

168 Remove: SP45-3, C2-2, G9, T10, J10

457 Customer Meter Pole

169 Remove: SP45-3, C2-2

170 Remove: SP45-3, C2-2

171 Remove: SP40-3, C8, E6-2, E1-2  
(2)F1-5

S162 Remove: (4) 477MCM ACSR

S163 Remove: (4) 477MCM ACSR

S164 Remove: (4) 477MCM ACSR

S165 Remove: (4) 477MCM ACSR

S166 Remove: (4) 477MCM ACSR

S167 Remove: (4) 477MCM ACSR

S168 Remove: 1/0 TRI

S169 Remove: (4) 477MCM ACSR

S170 Remove: (4) 477MCM ACSR

453 Install: P45-2, C1-2, M2-2

454 Install: P45-2, C1-2, M2-2

455 Install: P45-2, C1-2, M2-2

456 Install: P45-2, C1-2, M2-2

458 Install: P45-2, C1-2, G9, T10, K14, M2-1, M2-2

459 Install: P45-2, C1-2, M2-2

460 Install: P45-2, C1-2, M2-2

S486 Install: (3) 795MCM ACSR, 1-477MCM ACSR

S487 Install: (3) 795MCM ACSR, 1-477MCM ACSR

S488 Install: (3) 795MCM ACSR, 1-477MCM ACSR

S489 Install: (3) 795MCM ACSR, 1-477MCM ACSR

S490 Install: (3) 795MCM ACSR, 1-477MCM ACSR

S491 Install: (3) 795MCM ACSR, 1-477MCM ACSR

S492 Install: (3) 795MCM ACSR, 1-477MCM ACSR

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

STATE OF TEXAS

ROBERT ALLEN SINGLETARY

57979

LICENSED PROFESSIONAL ENGINEER

5 / 25 / 23

APPROVED FOR CONSTRUCTION

EST. 1886

SANGER

ELECTRIC UTILITIES

IH35 Widening Mandated

Power-D Utility Services

SCALE: 1 : 100

DATE: 1 / 28 / 23

DWG NO. 2000

APPROVED. 1 / 28 / 23

DRAWN BY: LSS

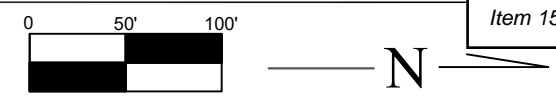
CHECKED BY: RAS

SHEET NO. 17 OF 24

REV. 5 / 2

149

77

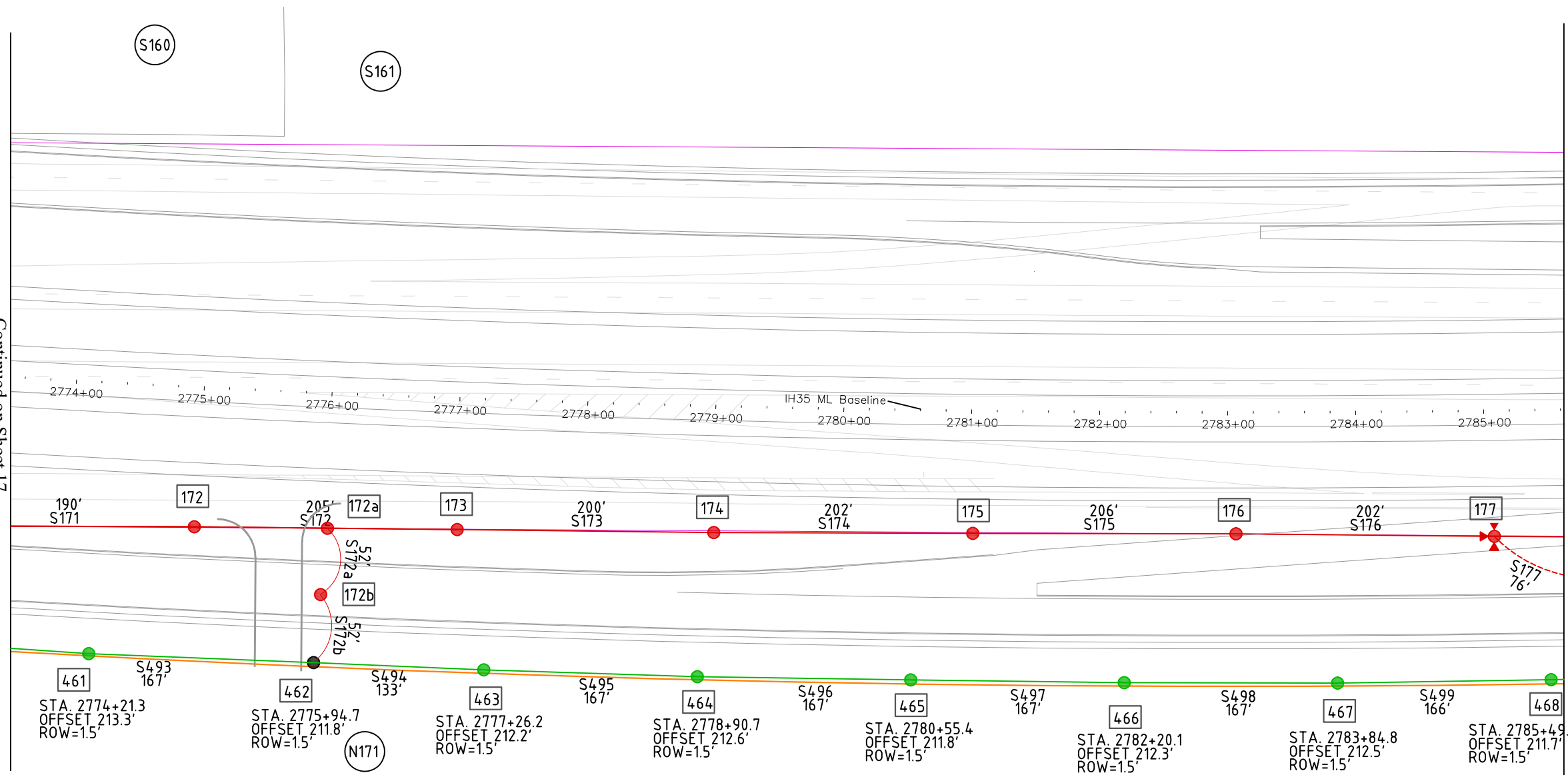


LEGEND

- EXISTING ELECTRIC LINE
- PROPOSED ELECTRIC LINE
- REMOVE EXISTING LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING POLE
- REMOVE EXISTING POLE
- PROPOSED POLE
- CHANGE OUT EXISTING POLE
- PROPOSED SELF SUPPORTING POLE
- COSERV LINE
- COSERV EXISTING POLE
- COSERV PROPOSED POLE
- EXISTING TRANSFORMER
- REMOVE EXISTING TRANSFORMER
- PROPOSED TRANSFORMER
- EXISTING SECONDARY OR SERVICE
- PROPOSED SECONDARY OR SERVICE
- EXISTING GUY LOCATION
- REMOVE EXISTING GUY
- PROPOSED GUY LOCATION
- PARCEL NUMBER

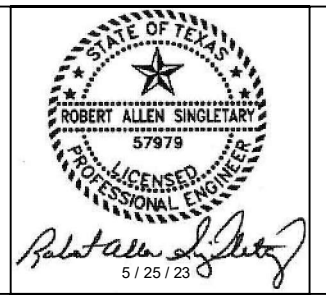
Continued on Sheet 17

Continued on Sheet 19



172 Remove: SP45-3, C1-2	S171 Remove: (4) 477MCM ACSR	461 Install: P45-2, C1-2, M2-2	S493 Install: (3) 795MCM ACSR, 1-477MCM ACSR
172a Remove: P45-2, C1-2, C7	S172 Remove: (4) 477MCM ACSR	462 Existing: P45-2, C1-2, C7, UP2-3, M2-1, M2-2 Remove: C7	S494 Install: (3) 795MCM ACSR, 1-477MCM ACSR
172b Remove: P40-3, C1	S172a Remove: (4) 1/0 ACSR	463 Install: P45-2, C1-2, M2-2	S495 Install: (3) 795MCM ACSR, 1-477MCM ACSR
173 Remove: SP40-3, C1-2	S172b Remove: (4) 1/0 ACSR	464 Install: P45-2, C1-2, M2-2	S496 Install: (3) 795MCM ACSR, 1-477MCM ACSR
174 Remove: SP40-3, C1-2	S173 Remove: (4) 477MCM ACSR	465 Install: P45-2, C1-2, M2-2	S497 Install: (3) 795MCM ACSR, 1-477MCM ACSR
175 Remove: SP40-3, C1-2	S174 Remove: (4) 477MCM ACSR	466 Install: P45-2, C1-2, M2-2	S498 Install: (3) 795MCM ACSR, 1-477MCM ACSR
176 Remove: SP40-3, C1-2	S175 Remove: (4) 477MCM ACSR	467 Install: P45-2, C1-2, M2-2	S499 Install: (3) 795MCM ACSR, 1-477MCM ACSR
177 Remove: SP45-3, C1-2, G310 (3)T25, J10	S176 Remove: (4) 477MCM ACSR	468 Install: P45-2, C1-2, M2-2	
	S177 Remove: 1/0 QUAD		

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.



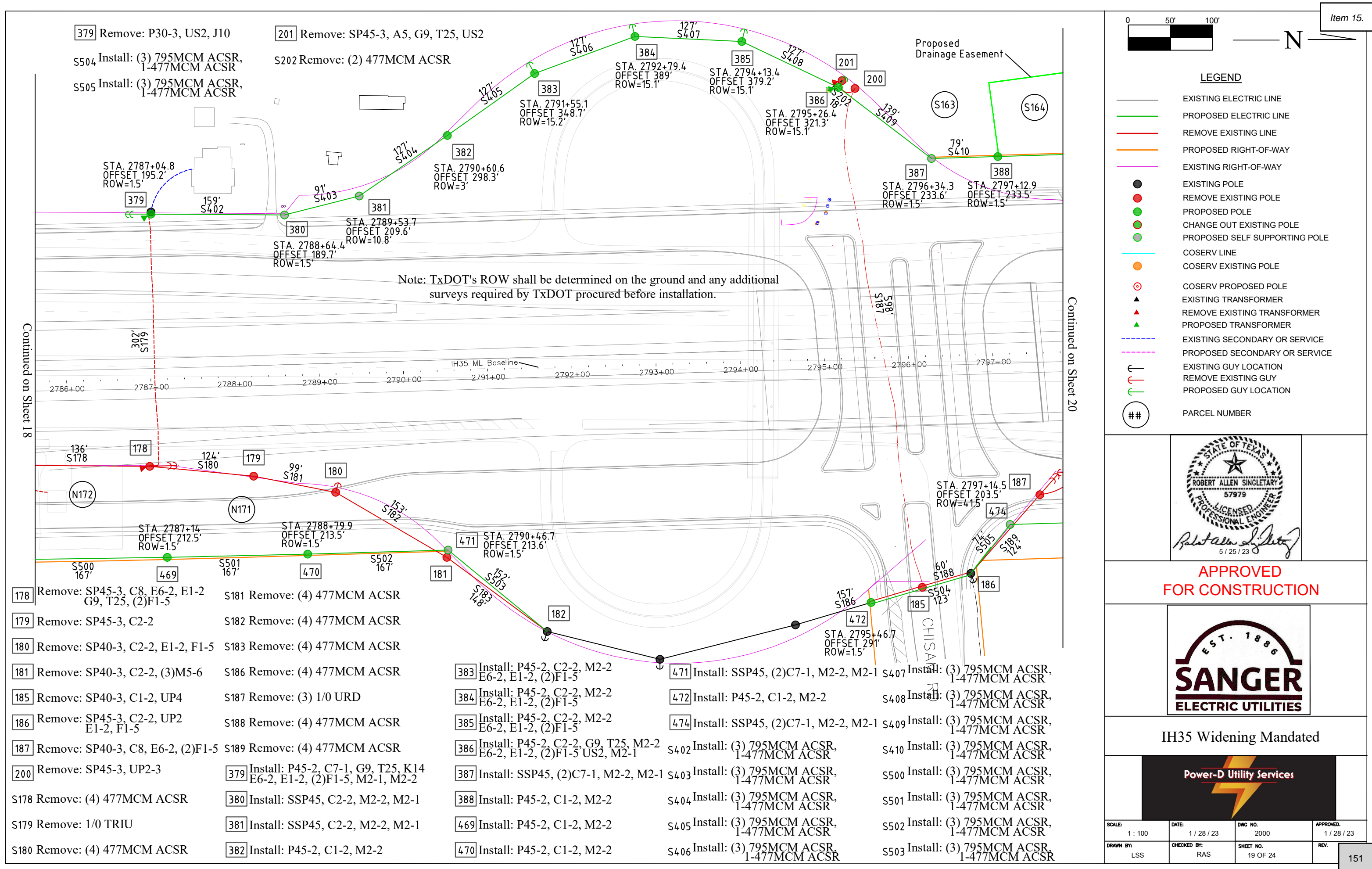
APPROVED  
FOR CONSTRUCTION



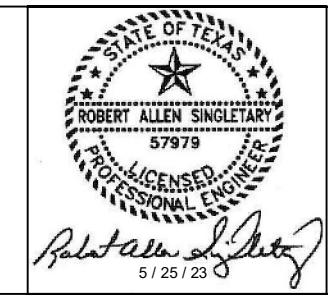
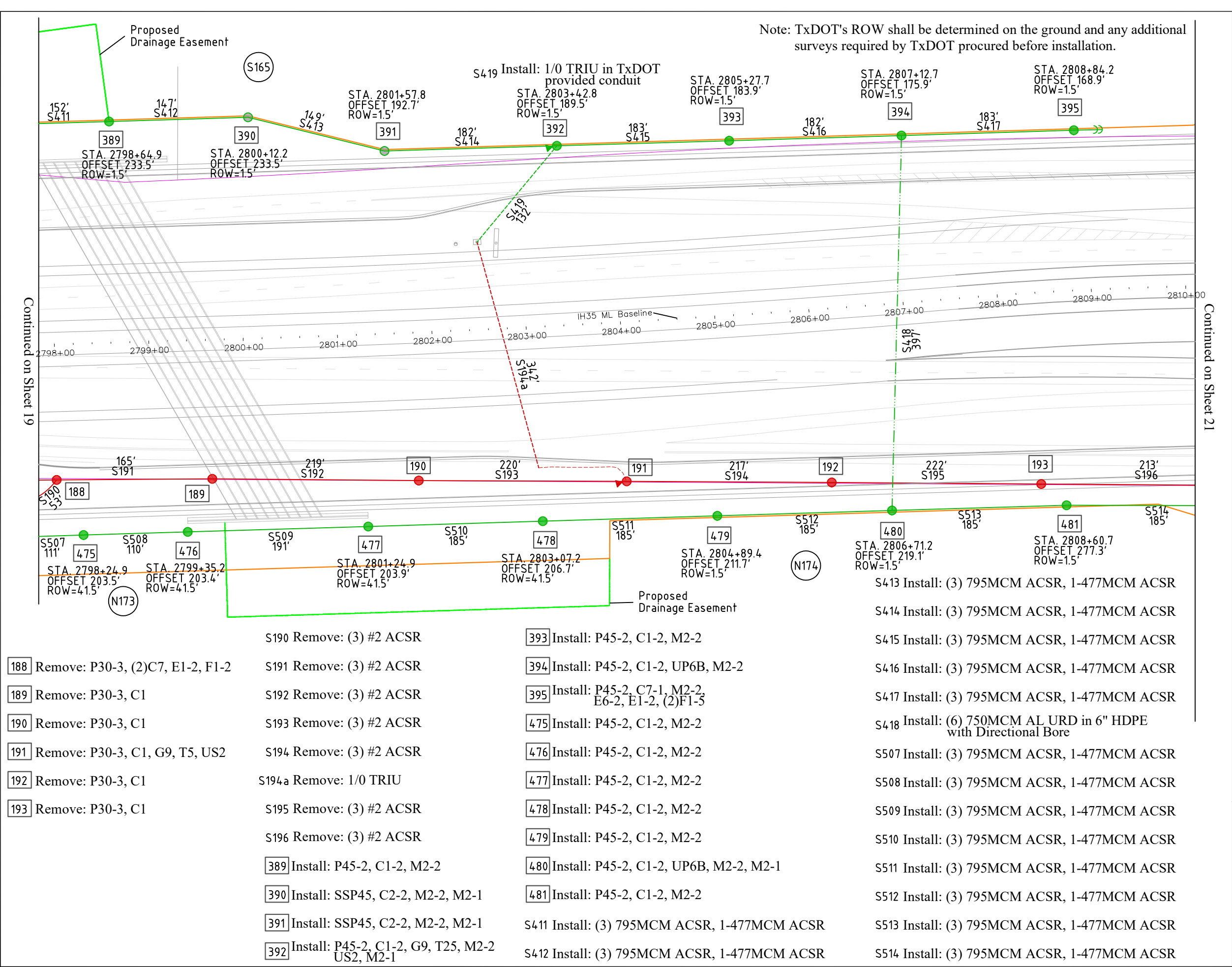
IH35 Widening Mandated



SCALE: 1 : 100	DATE: 1 / 28 / 23	DWG NO. 2000	APPROVED: 1 / 28 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 18 OF 24	REV. 5 / 2







APPROVED  
FOR CONSTRUCTION

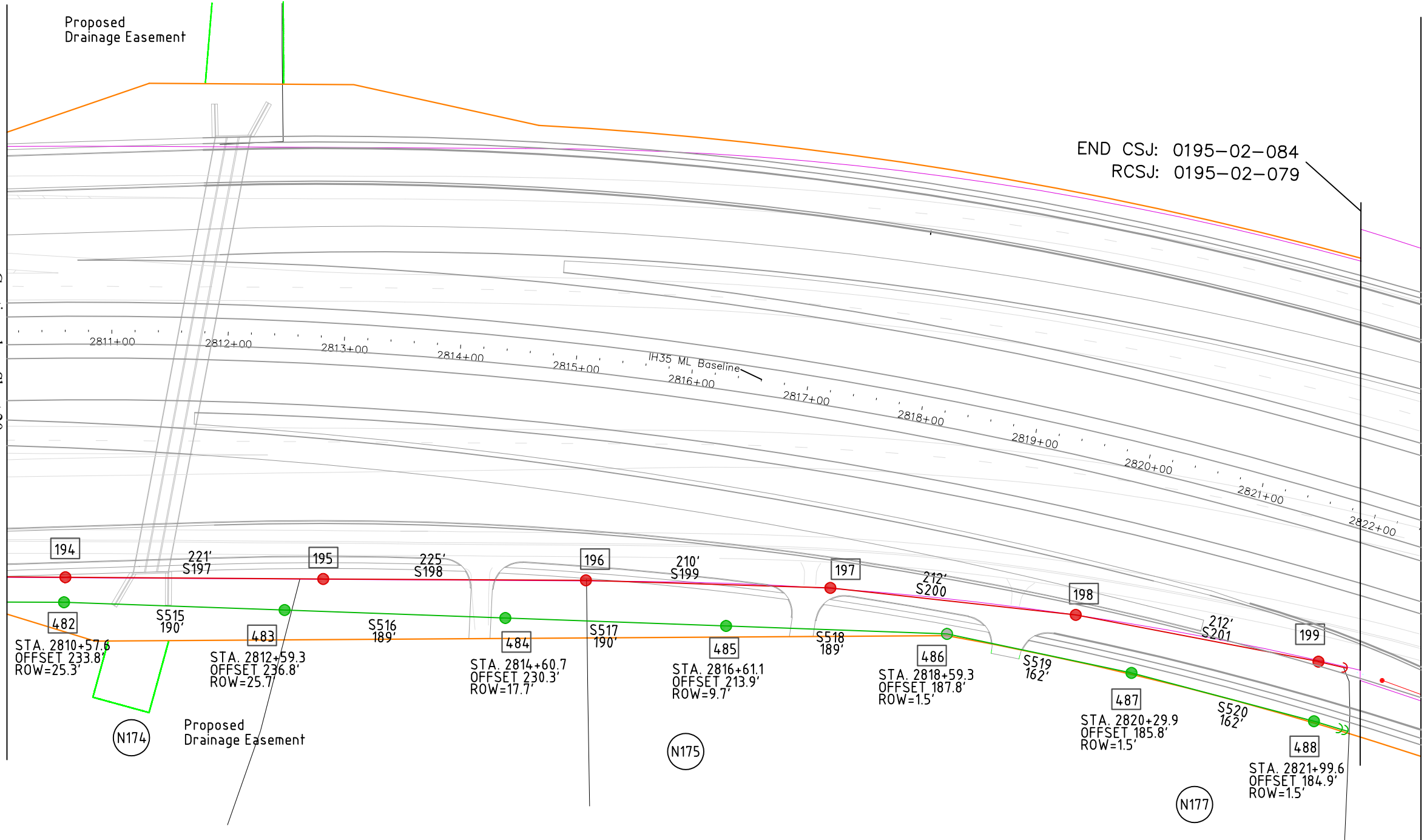


IH35 Widening Mandated



SCALE: 1 : 100	DATE: 1 / 28 / 23	DWG NO. 2000	APPROVED. 1 / 28 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 20 OF 24	REV.

Continued on Sheet 20



050'100'

N

LEGEND

EXISTING ELECTRIC LINE

PROPOSED ELECTRIC LINE

REMOVE EXISTING LINE

PROPOSED RIGHT-OF-WAY

EXISTING RIGHT-OF-WAY

EXISTING POLE

REMOVE EXISTING POLE

PROPOSED POLE

CHANGE OUT EXISTING POLE

PROPOSED SELF SUPPORTING POLE

COSERV LINE

COSERV EXISTING POLE

COSERV PROPOSED POLE

EXISTING TRANSFORMER

REMOVE EXISTING TRANSFORMER

PROPOSED TRANSFORMER

EXISTING SECONDARY OR SERVICE

PROPOSED SECONDARY OR SERVICE

EXISTING GUY LOCATION

REMOVE EXISTING GUY

PROPOSED GUY LOCATION

PARCEL NUMBER

194

Remove: P30-3, C1

195

Remove: P30-3, C1

196

Remove: P35-3, C1

197

Remove: P35-3, C1

198

Remove: P35-3, C1

199

Remove: P35-3, C7, E1-2, F1-2

S197

Remove: (3) #2 ACSR

S198

Remove: (3) #2 ACSR

S199

Remove: (3) #2 ACSR

S200

Remove: (3) #2 ACSR

S201

Remove: (3) #2 ACSR

482

Install: P45-2, C1-2, M2-2

483

Install: P45-2, C1-2, M2-2

484

Install: P45-2, C1-2, M2-2

485

Install: P45-2, C1-2, M2-2

486

Install: SSP45, C2-2, M2-2, M2-1

487

Install: P45-2, C1-2, M2-2

488

Install: P45-2, C7-1, M2-2, E6-2, E1-2, (2)F1-5

S515

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S516

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S517

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S518

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S519

Install: (3) 795MCM ACSR, 1-477MCM ACSR

S520

Install: (3) 795MCM ACSR, 1-477MCM ACSR

Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.

STATE OF TEXAS

ROBERT ALLEN SINGLETARY

57979

LICENSED PROFESSIONAL ENGINEER

*Robert Allen Singletary*

5 / 25 / 23

APPROVED

FOR CONSTRUCTION

EST. 1886

SANGER

ELECTRIC UTILITIES

IH35 Widening Mandated

Power-D Utility Services

SCALE: 1 : 100

DATE: 1 / 28 / 23

DWG NO. 2000

APPROVED. 1 / 28 / 23

DRAWN BY: LSS

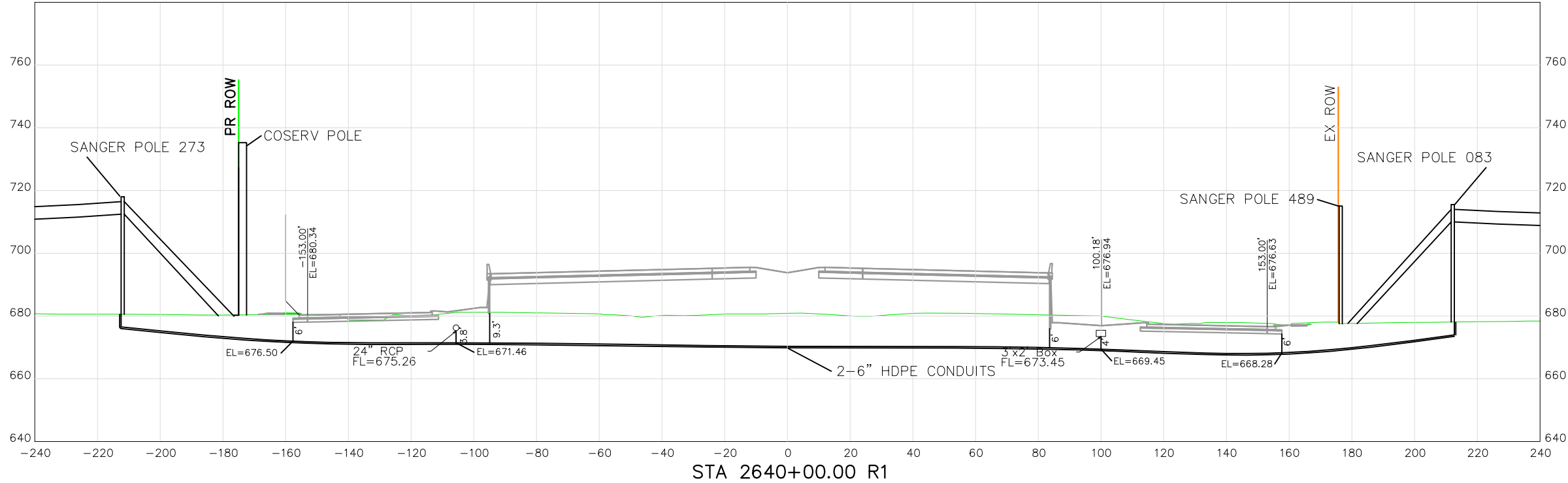
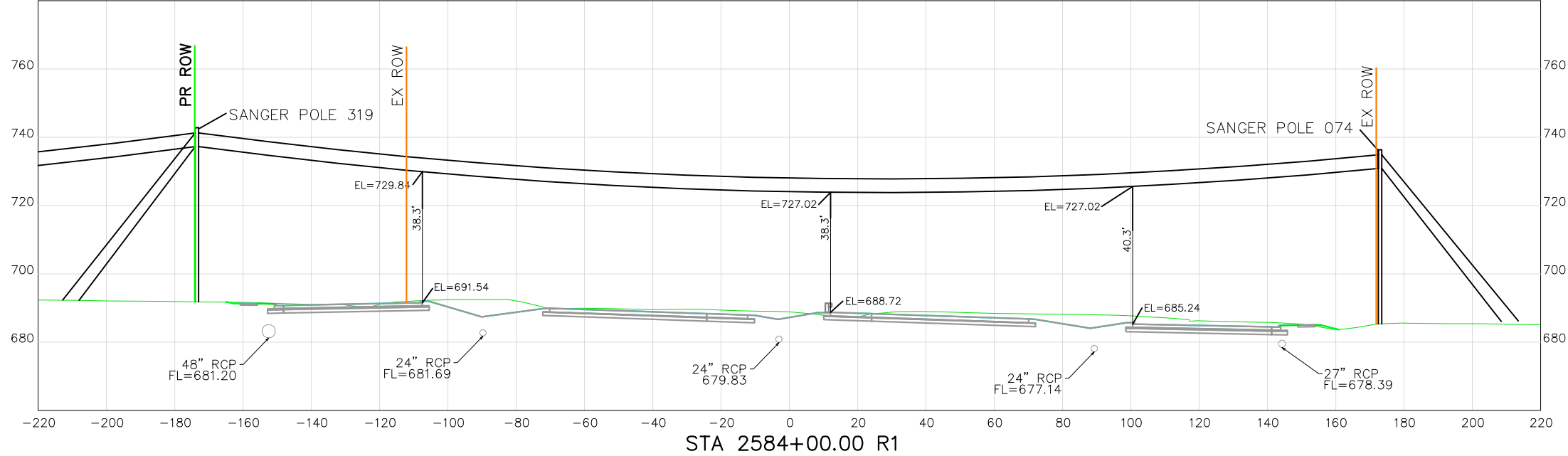
CHECKED BY: RAS

SHEET NO. 21 OF 24

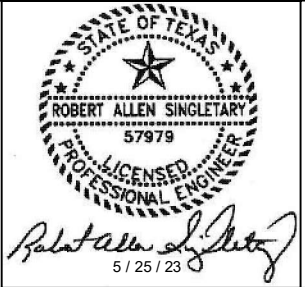
REV.

153

81



Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.



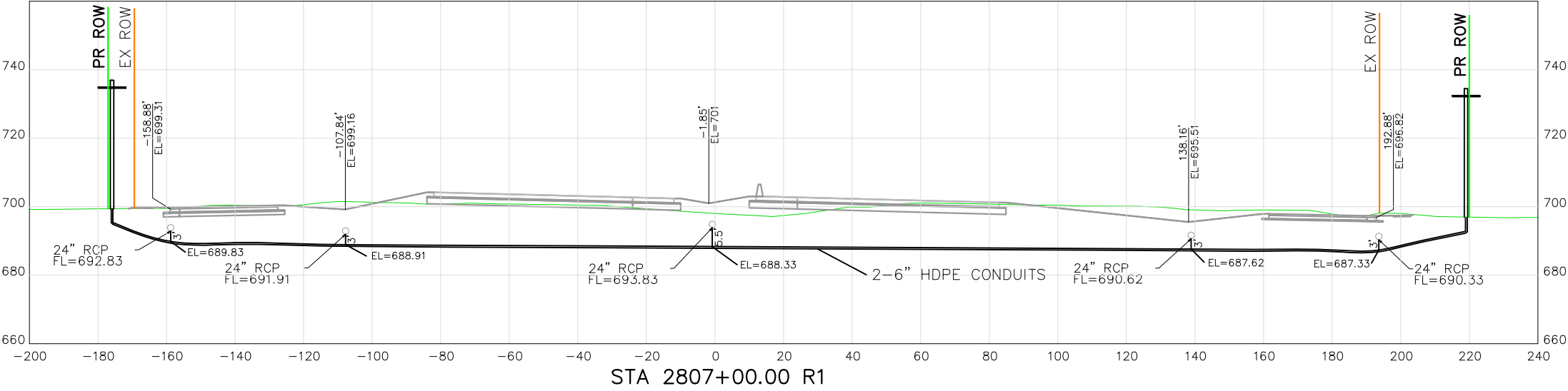
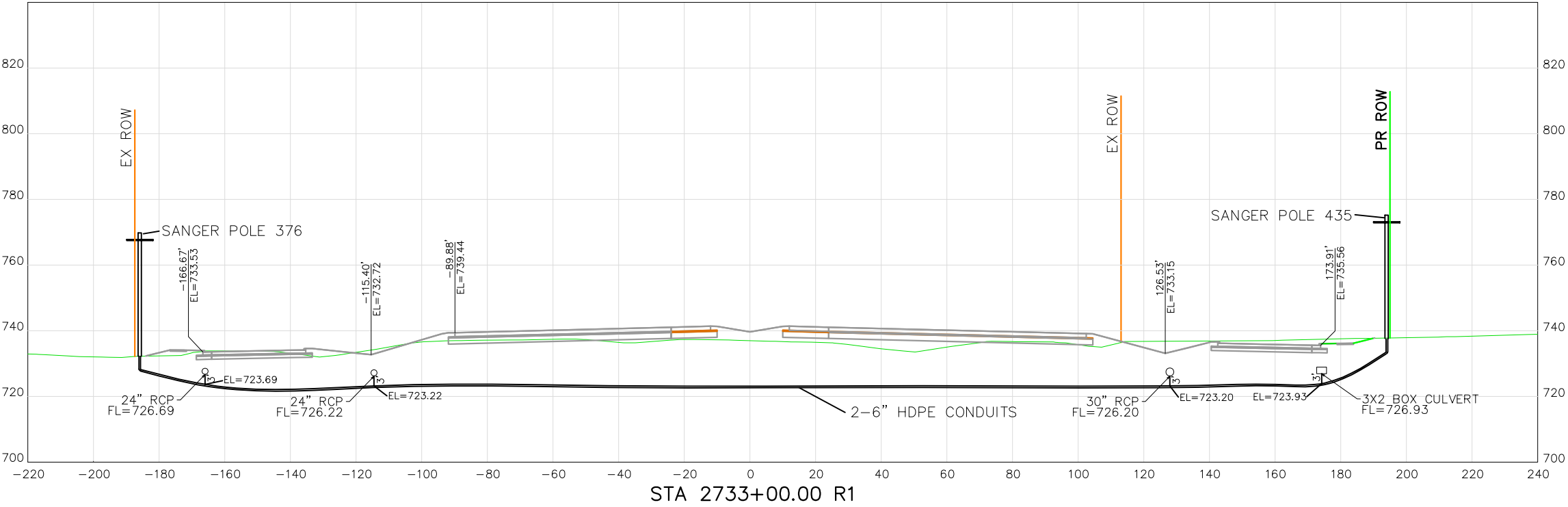
APPROVED  
FOR CONSTRUCTION



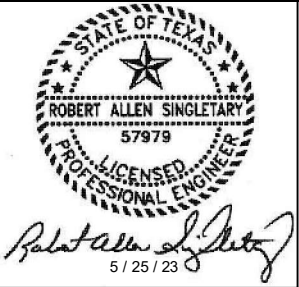
IH35 Widening Mandated



SCALE: NONE	DATE: 3 / 17 / 23	DWG NO. 2000	APPROVED: 3 / 17 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 22 OF 24	REV.



Note: TxDOT's ROW shall be determined on the ground and any additional surveys required by TxDOT procured before installation.



APPROVED  
FOR CONSTRUCTION

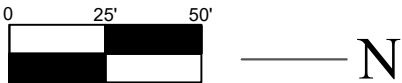


IH35 Widening Mandated



SCALE: NONE	DATE: 3 / 17 / 23	DWG NO. 2000	APPROVED. 3 / 17 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 23 OF 24	REV.

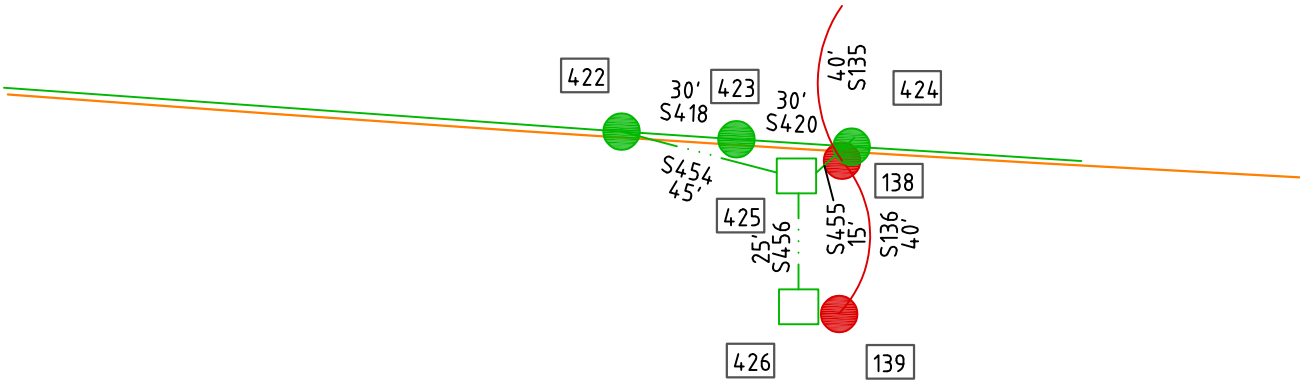




LEGEND

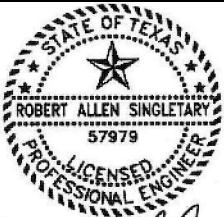
- EXISTING ELECTRIC LINE
- PROPOSED ELECTRIC LINE
- REMOVE EXISTING LINE
- PROPOSED RIGHT-OF-WAY
- EXISTING RIGHT-OF-WAY
- EXISTING POLE
- REMOVE EXISTING POLE
- PROPOSED POLE
- CHANGE OUT EXISTING POLE
- PROPOSED SELF SUPPORTING POLE
- COSERV LINE
- COSERV EXISTING POLE
- COSERV PROPOSED POLE
- EXISTING TRANSFORMER
- REMOVE EXISTING TRANSFORMER
- PROPOSED TRANSFORMER
- EXISTING SECONDARY OR SERVICE
- PROPOSED SECONDARY OR SERVICE
- EXISTING GUY LOCATION
- REMOVE EXISTING GUY
- PROPOSED GUY LOCATION

- 138 Move Customer Primary Cable to Meter Cabinet 426
- 139 Move Customer Primary Cable to Meter Cabinet 426



- 422 Install: P45-2, C1-2, UP2-3, M2-1, M2-2
- 423 Install: P45-2, C8-1, M3-15, M2-1, M2-2
- 424 Install: P45-2, C1-2, UP2-3, M2-1, M2-2
- 425 Install: PME-6 Auto Transfer Switch Cabinet, 95kV BIL, Deadfront, 200 Amp Loadbreak Bushing Inserts Source Side and Load Side, M2-1, Anode
- 426 Install: Padmount Primary Meter Enclosure, 95kV BIL, 200 Amp Loadbreak Bushing Inserts Source and Load Sides, 2-200 Amps 3-Phase Load Side Taps, 100:5 Meter Accuracy CT's, 60:5 PT's, M2-1, Anode

- S418 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S420 Install: (3) 795MCM ACSR, 1-477MCM ACSR
- S454 Install: (3)4/0URD in (4)2" Conduits, 4' Trench
- S455 Install: (3)4/0URD in (4)2" Conduits, 4' Trench
- S456 Install: (3)4/0URD in (4)2" Conduits, 4' Trench



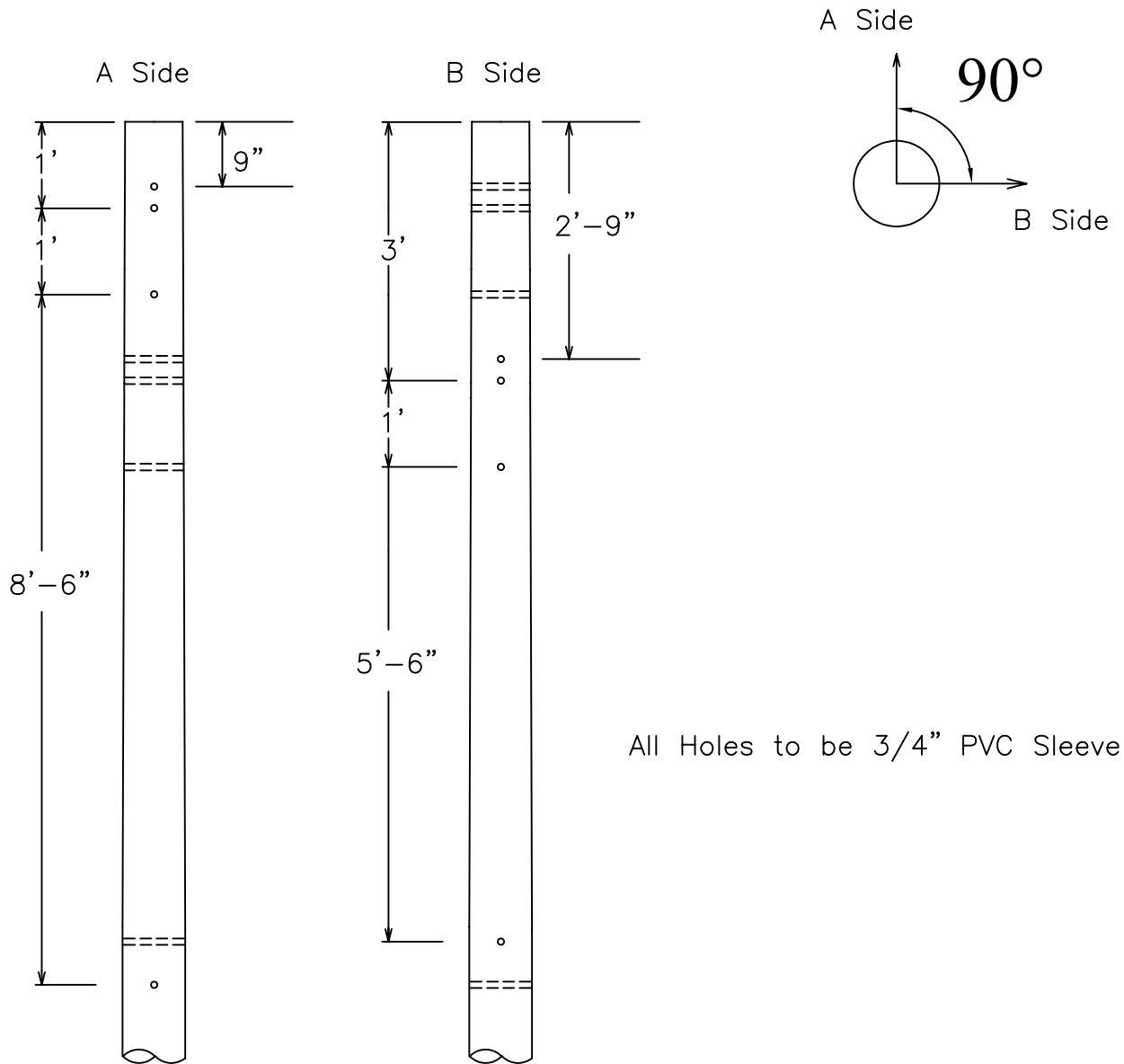
APPROVED  
FOR CONSTRUCTION



IH35 Widening Mandated  
WalMart Detail



SCALE: 1 : 50	DATE: 6 / 19 / 23	DWG NO. 2000	APPROVED. 7 / 19 / 23
DRAWN BY: LSS	CHECKED BY: RAS	SHEET NO. 24 OF 24	REV.



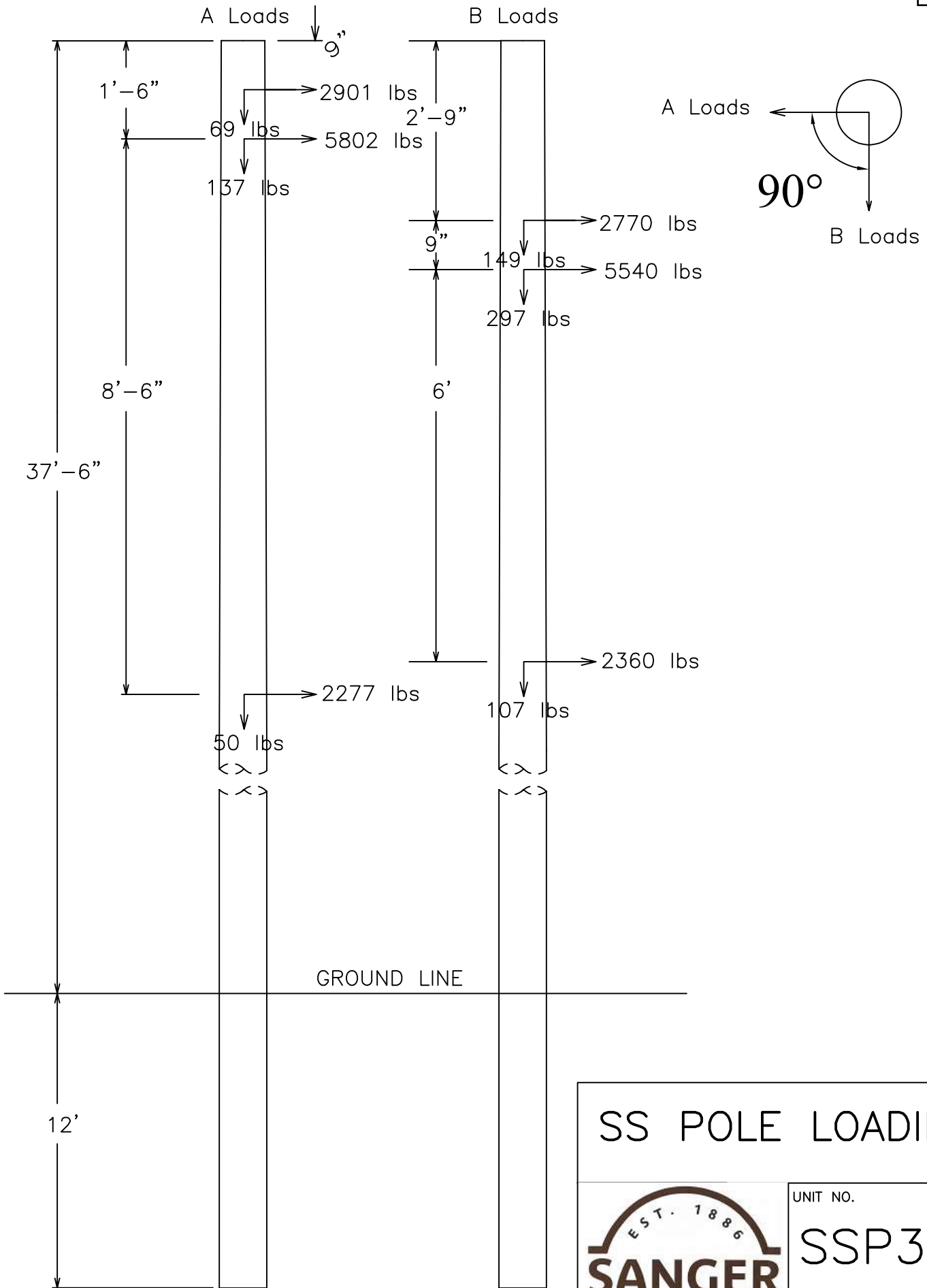
## SS POLE DRILLING



UNIT NO.

SSP326

ISSUE DATE: 8/2/2023



# SS POLE LOADING

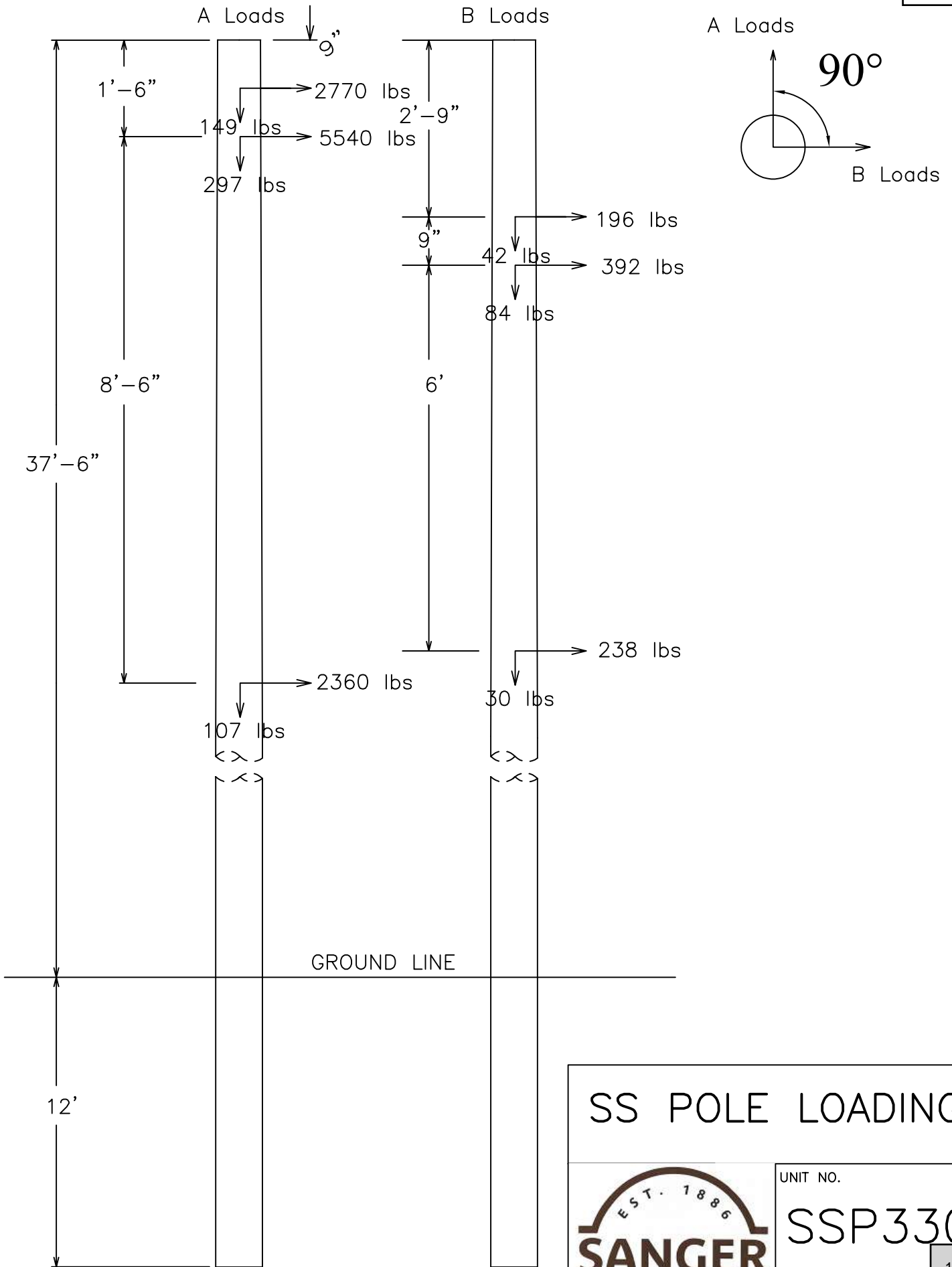


UNIT NO.

SSP327

ISSUE DATE: 8/2/2023





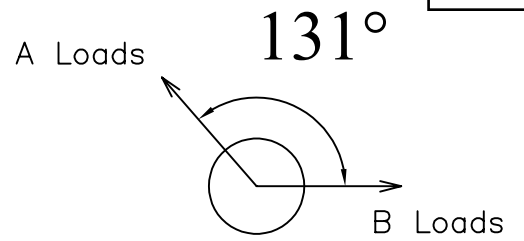
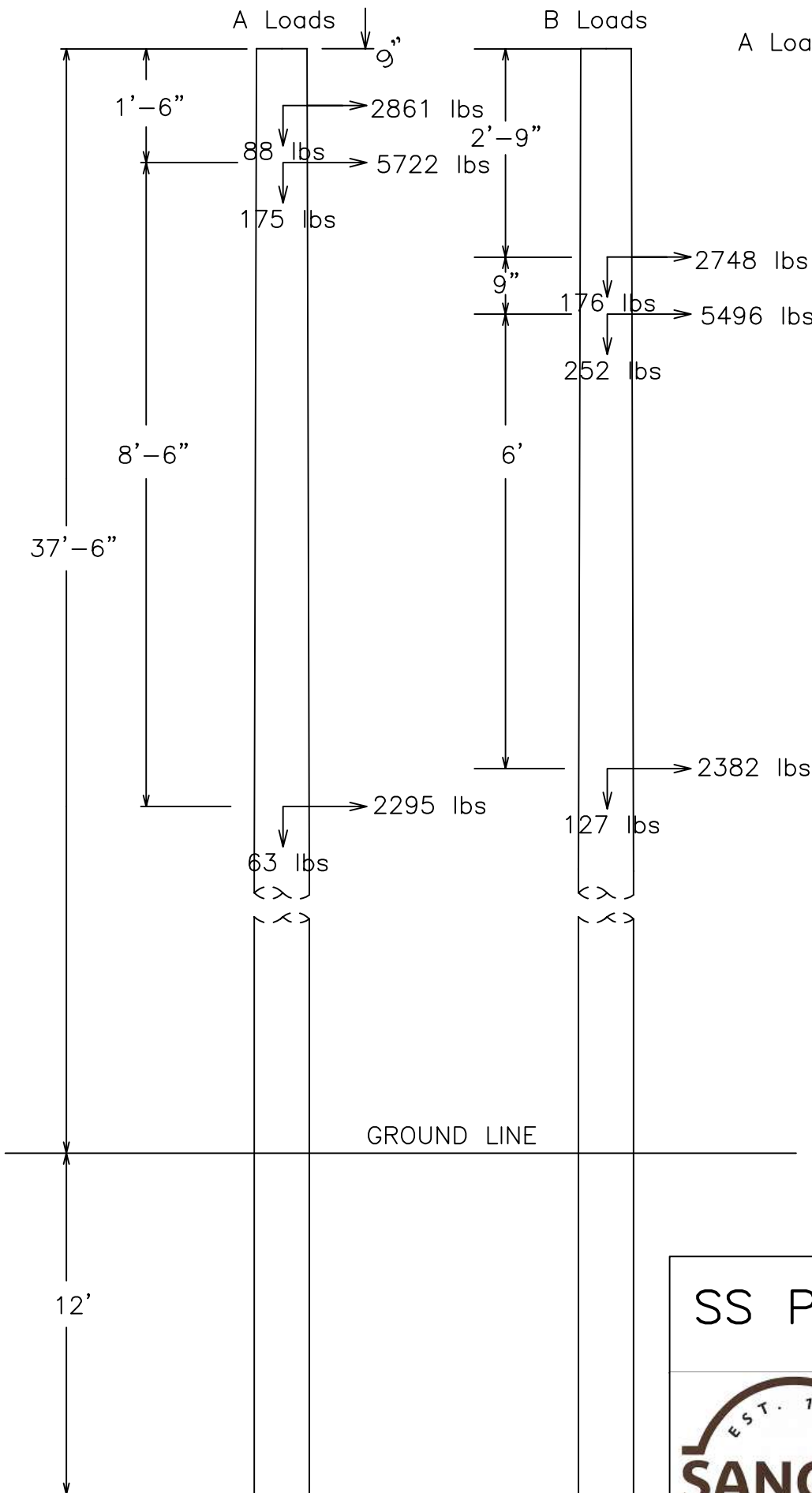
# SS POLE LOADING



UNIT NO.

SSP330

ISSUE DATE: 8/2/2023



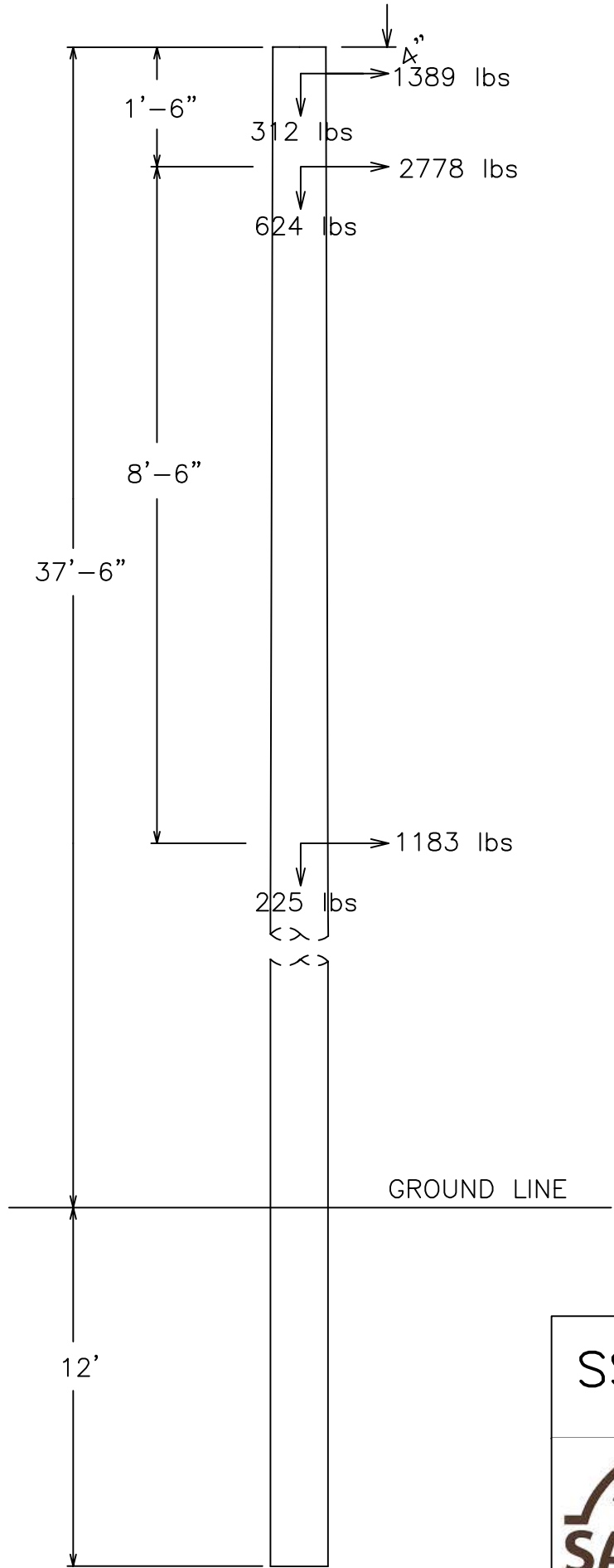
# SS POLE LOADING



UNIT NO.

SSP331

ISSUE DATE: 8/2/2023



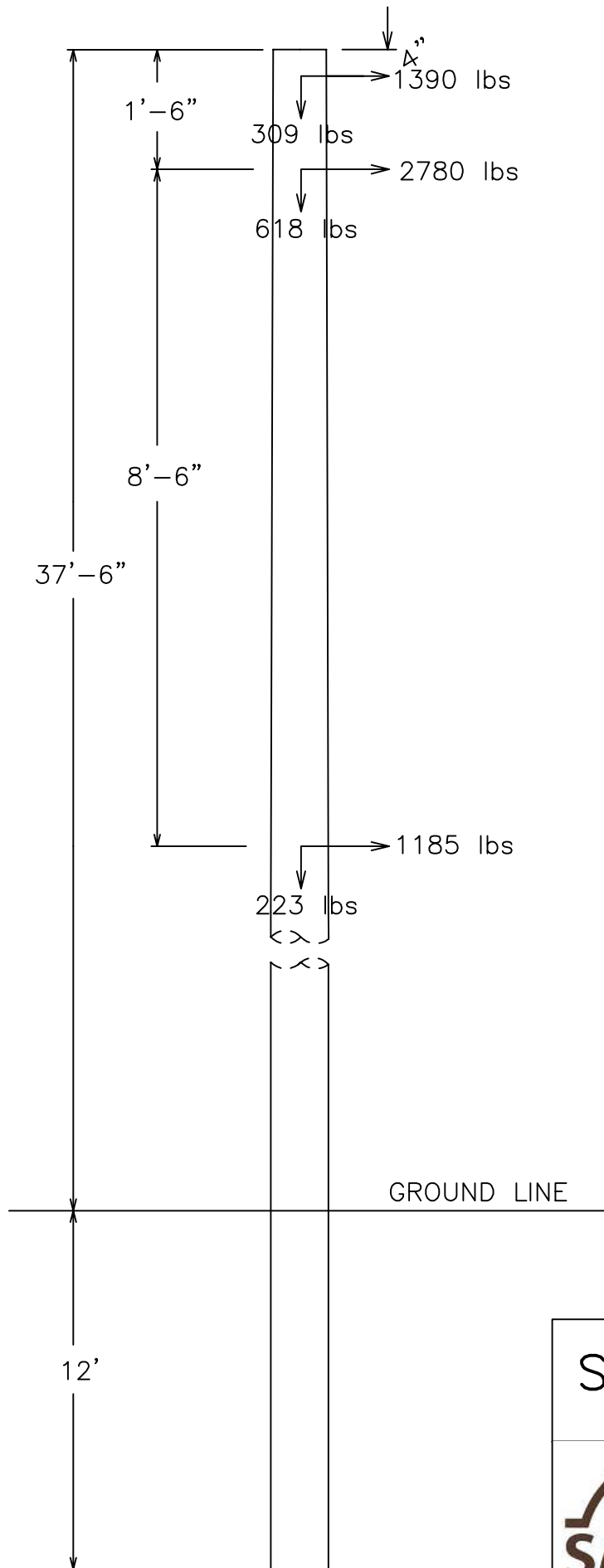
# SS POLE LOADING



UNIT NO.

SSP350

ISSUE DATE: 8/2/2023



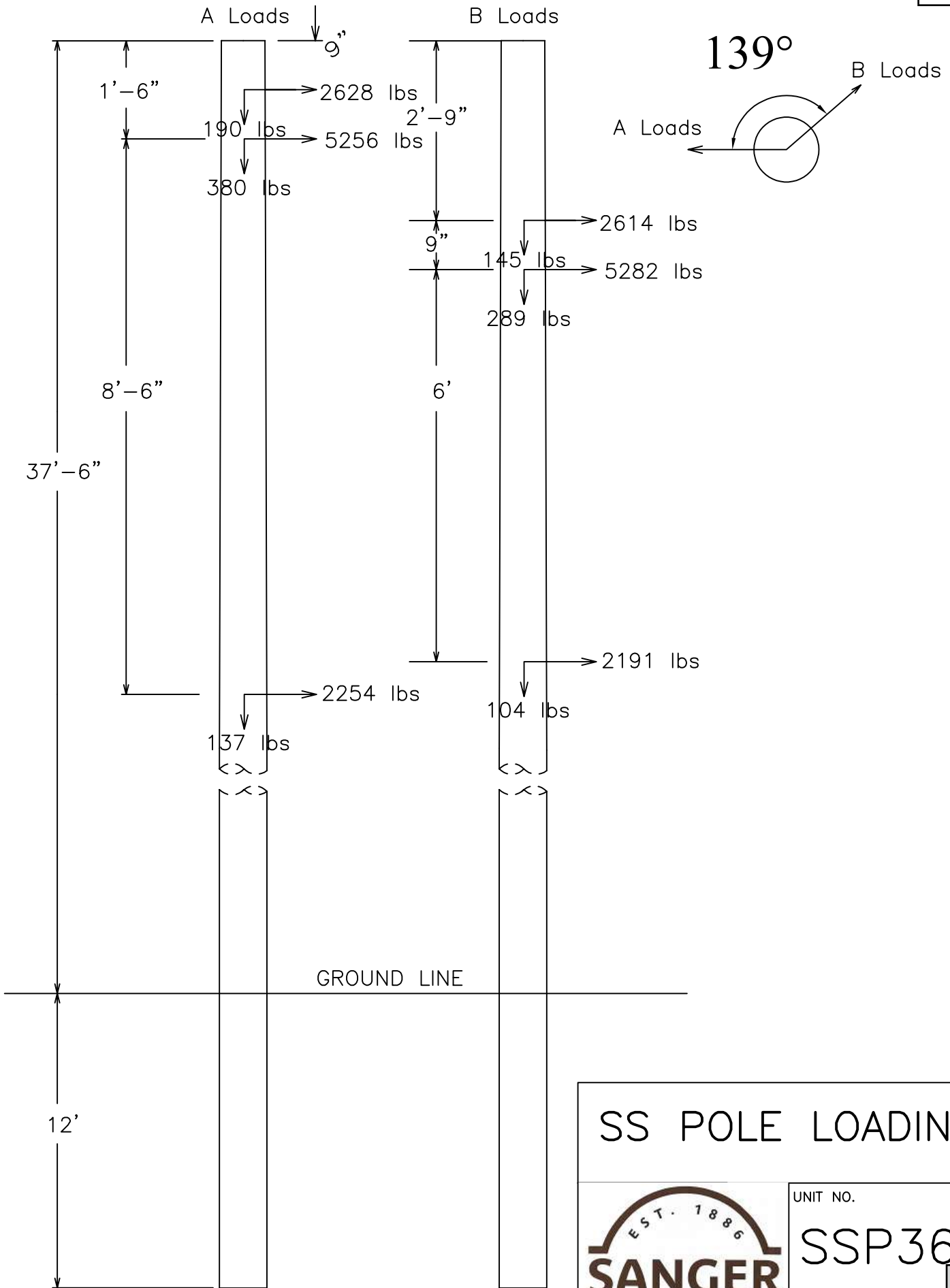
# SS POLE LOADING



UNIT NO.

SSP351

ISSUE DATE: 8/2/2023



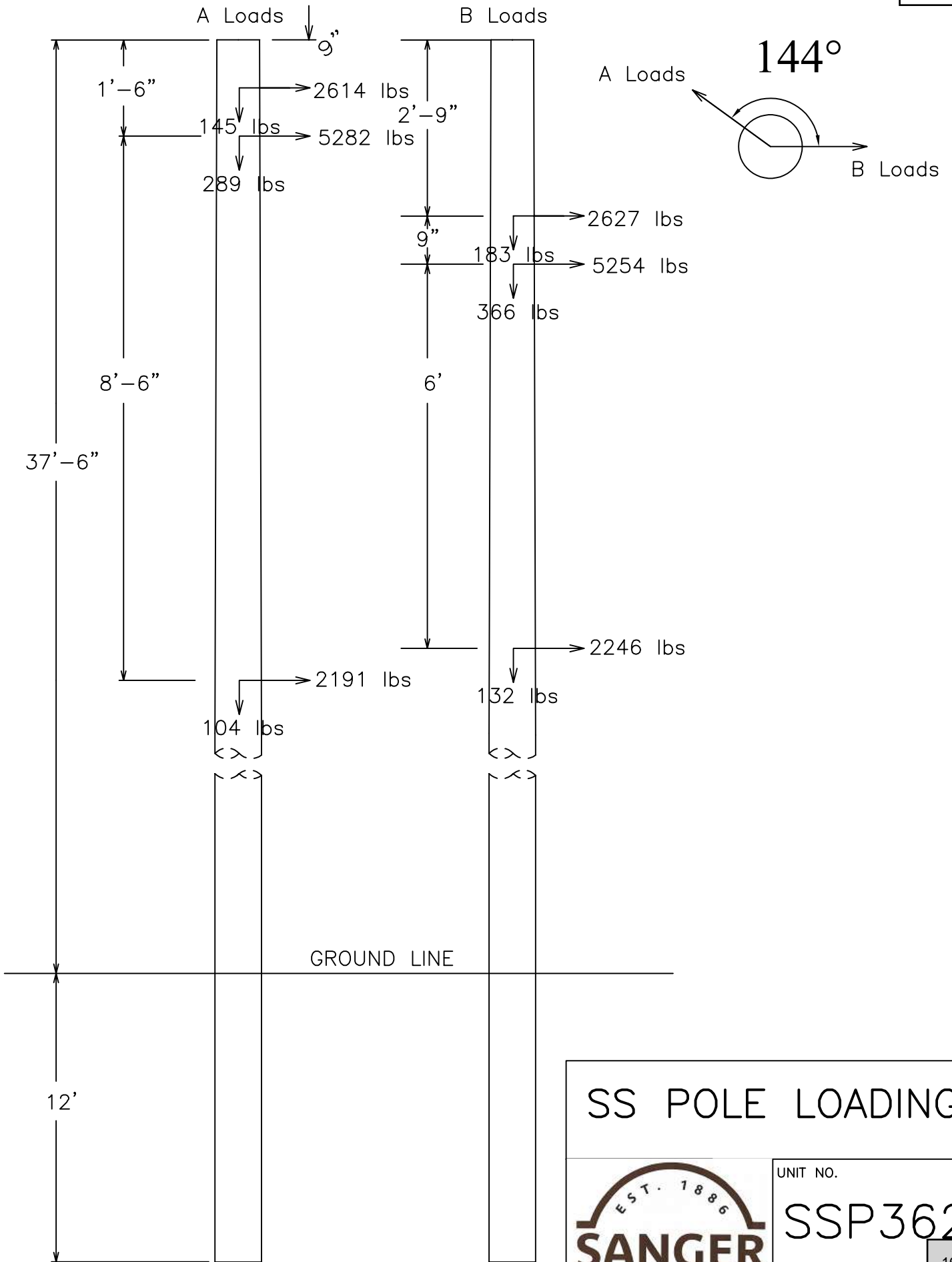
# SS POLE LOADING



UNIT NO.

SSP361

ISSUE DATE: 8/2/2023



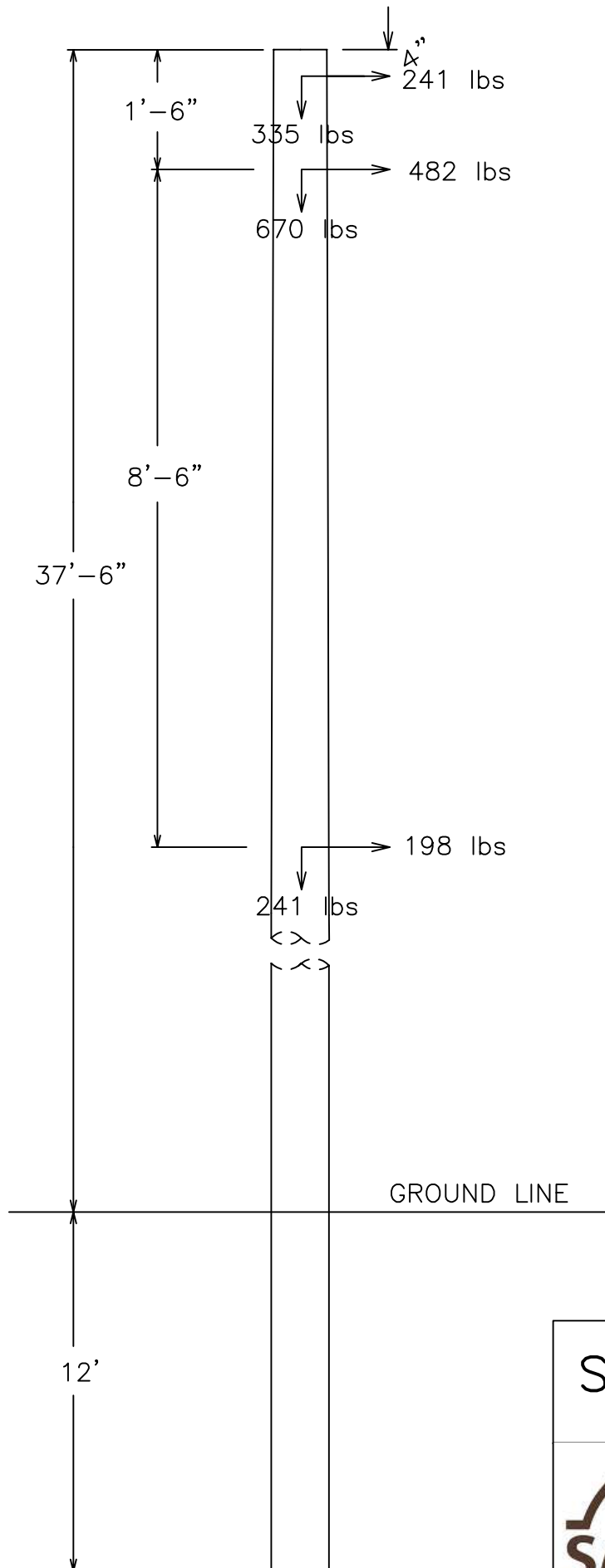
# SS POLE LOADING



UNIT NO.

SSP362

ISSUE DATE: 8/2/2023



# SS POLE LOADING

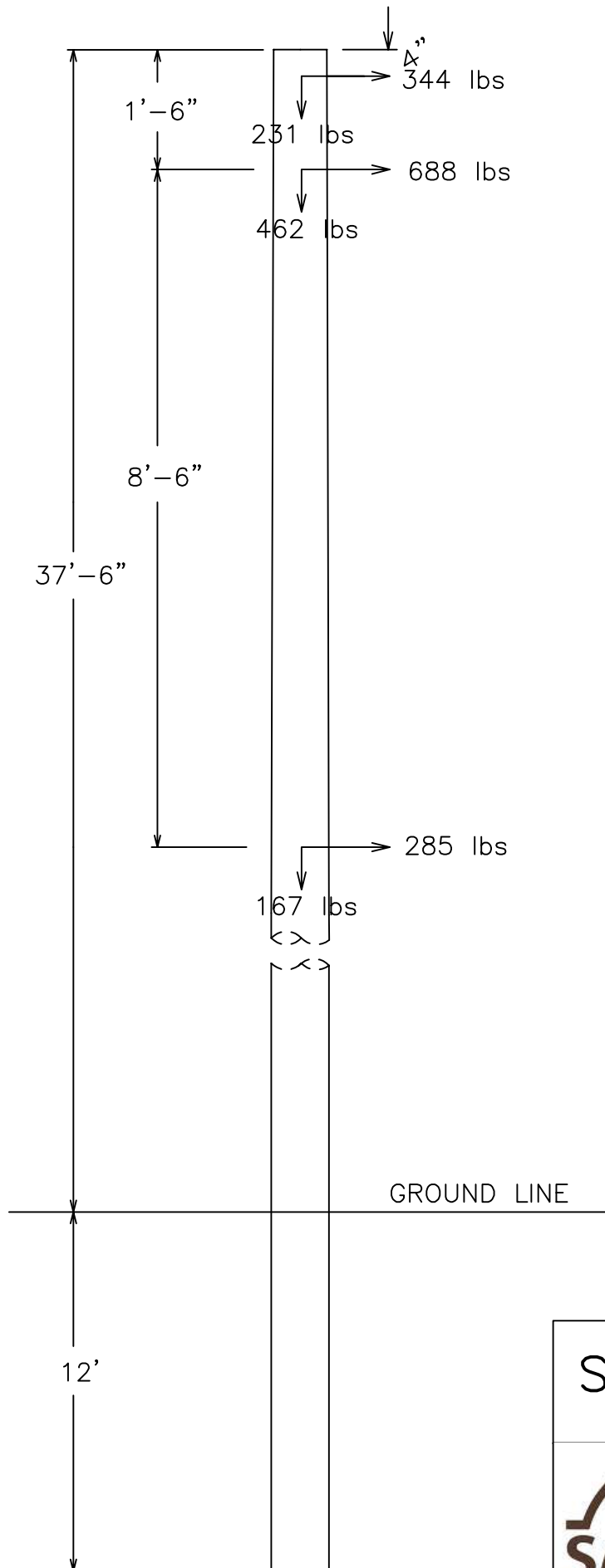


UNIT NO.

SSP371

ISSUE DATE: 8/2/2023





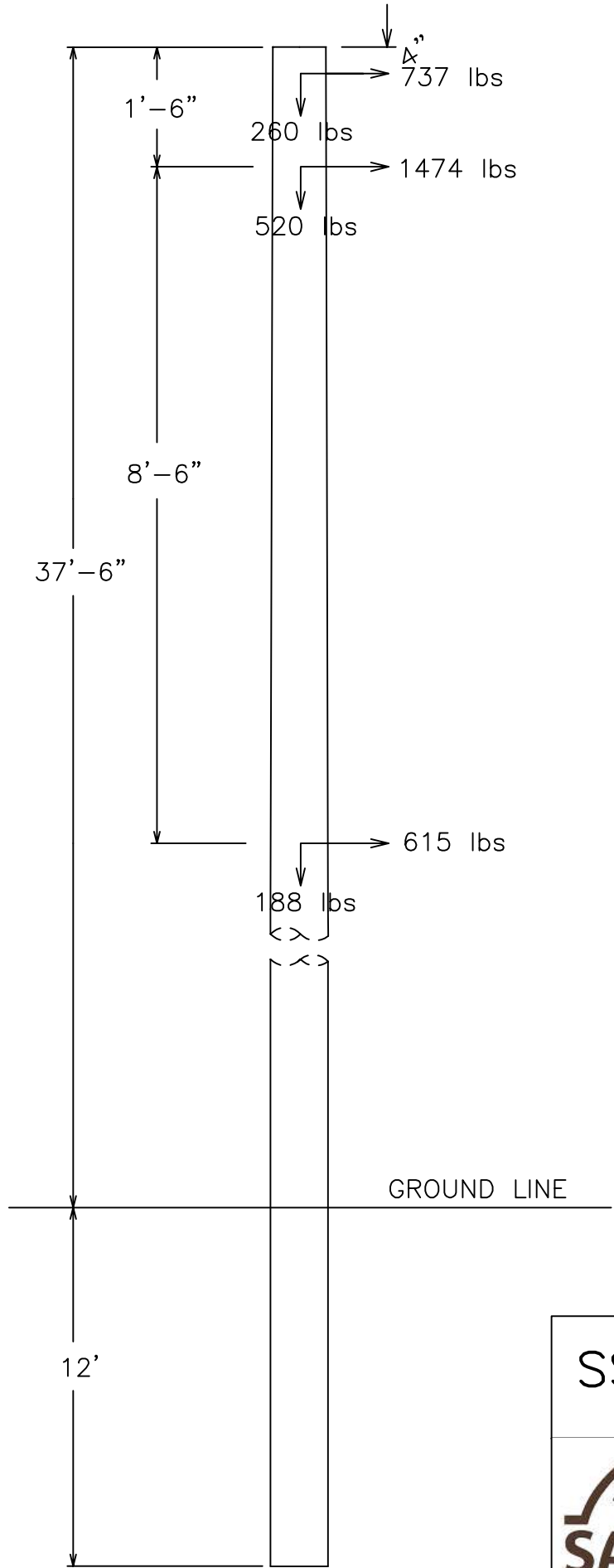
# SS POLE LOADING



UNIT NO.

SSP378

ISSUE DATE: 8/2/2023



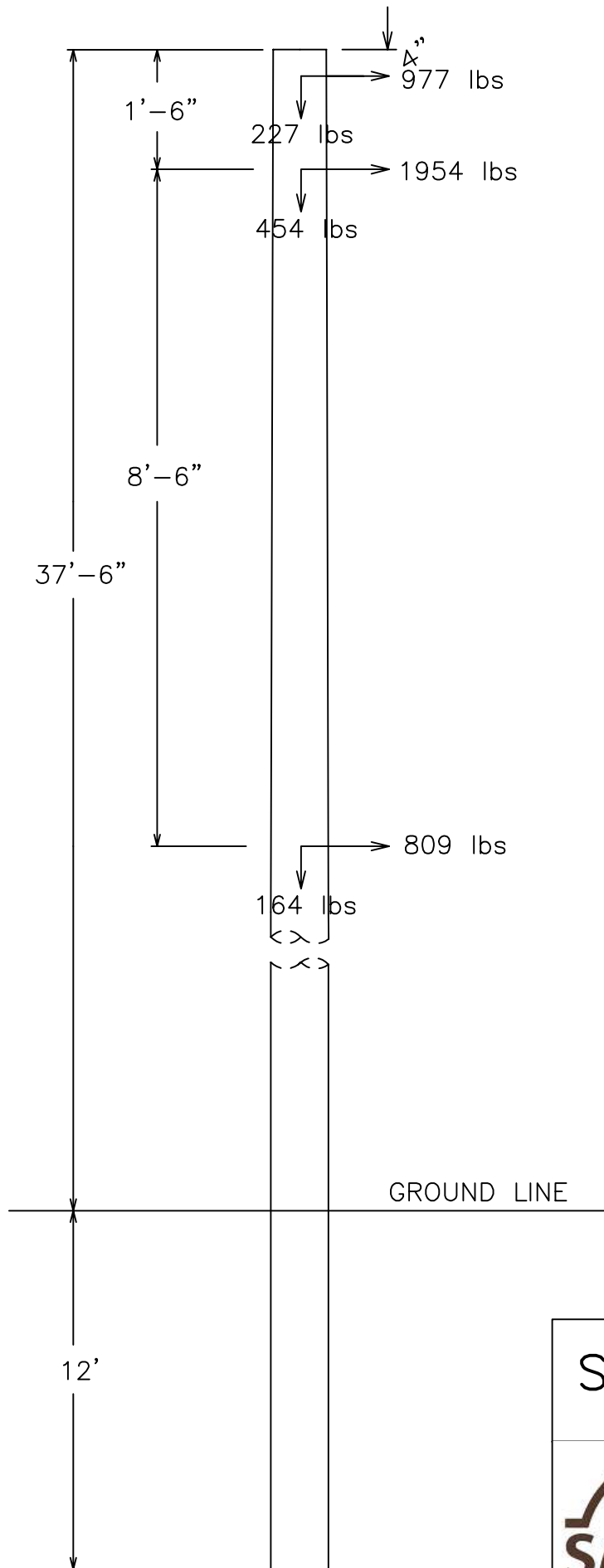
# SS POLE LOADING



UNIT NO.

SSP380

ISSUE DATE: 8/2/2023



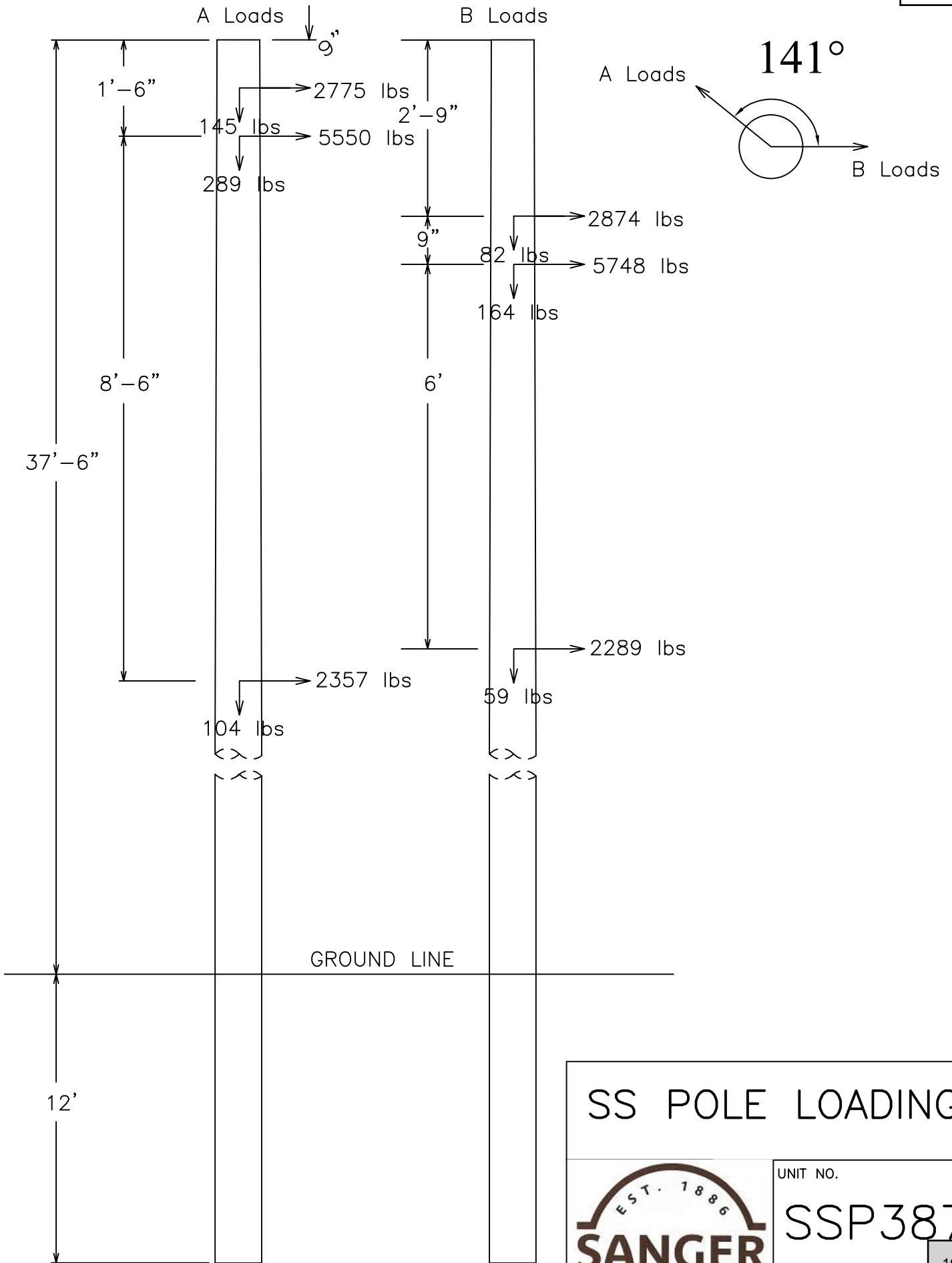
# SS POLE LOADING



UNIT NO.

SSP381

ISSUE DATE: 8/2/2023



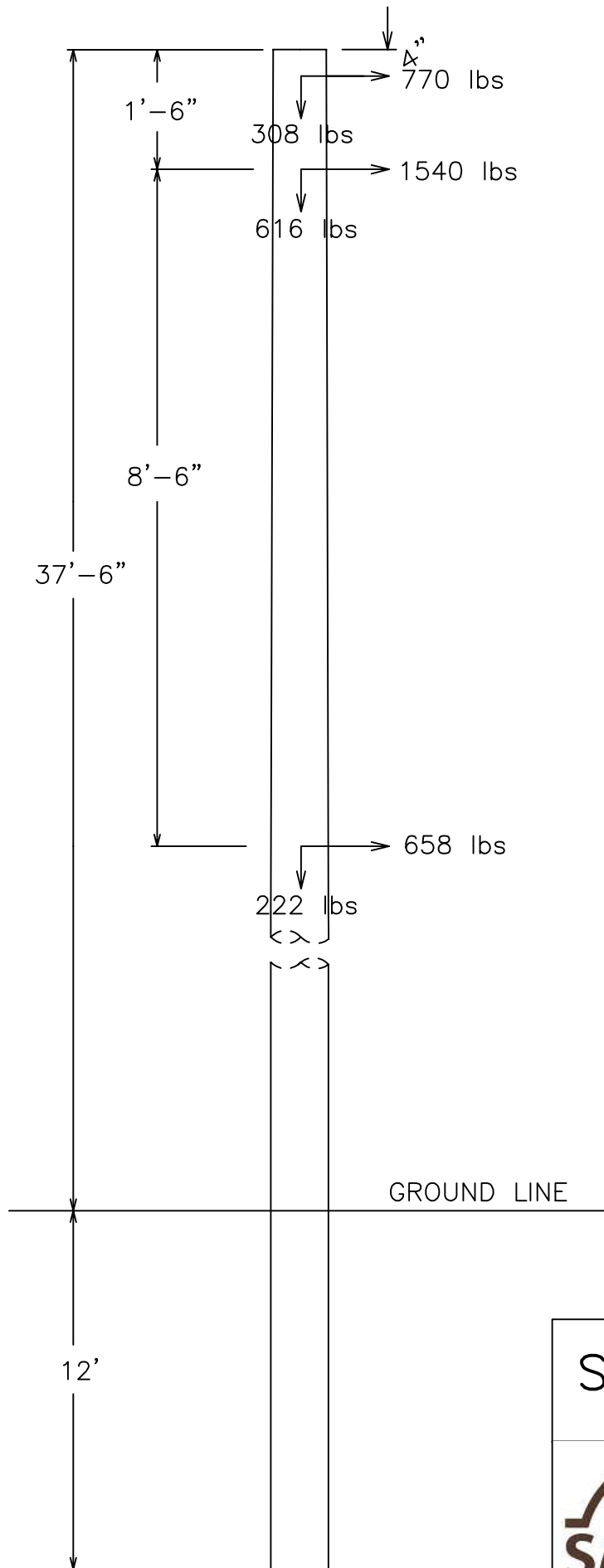
# SS POLE LOADING



UNIT NO.

SSP387

ISSUE DATE: 8/2/2023



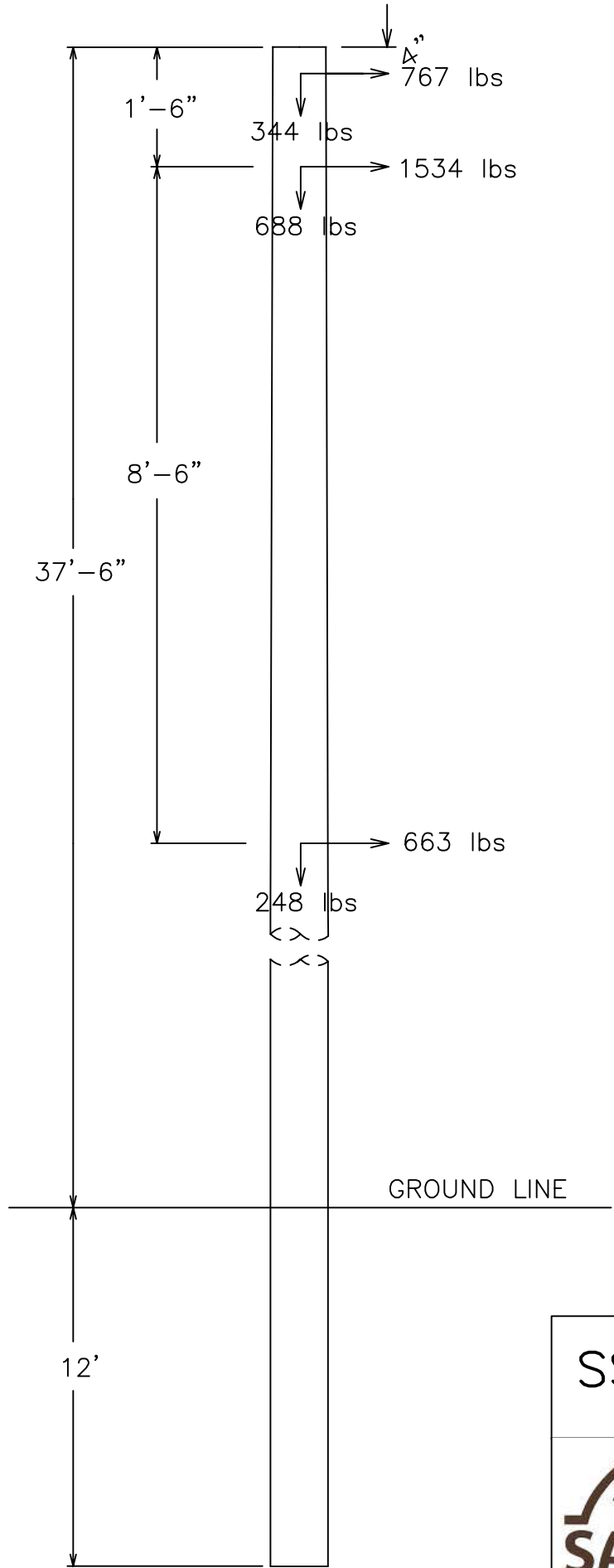
# SS POLE LOADING



UNIT NO.

SSP390

ISSUE DATE: 8/2/2023



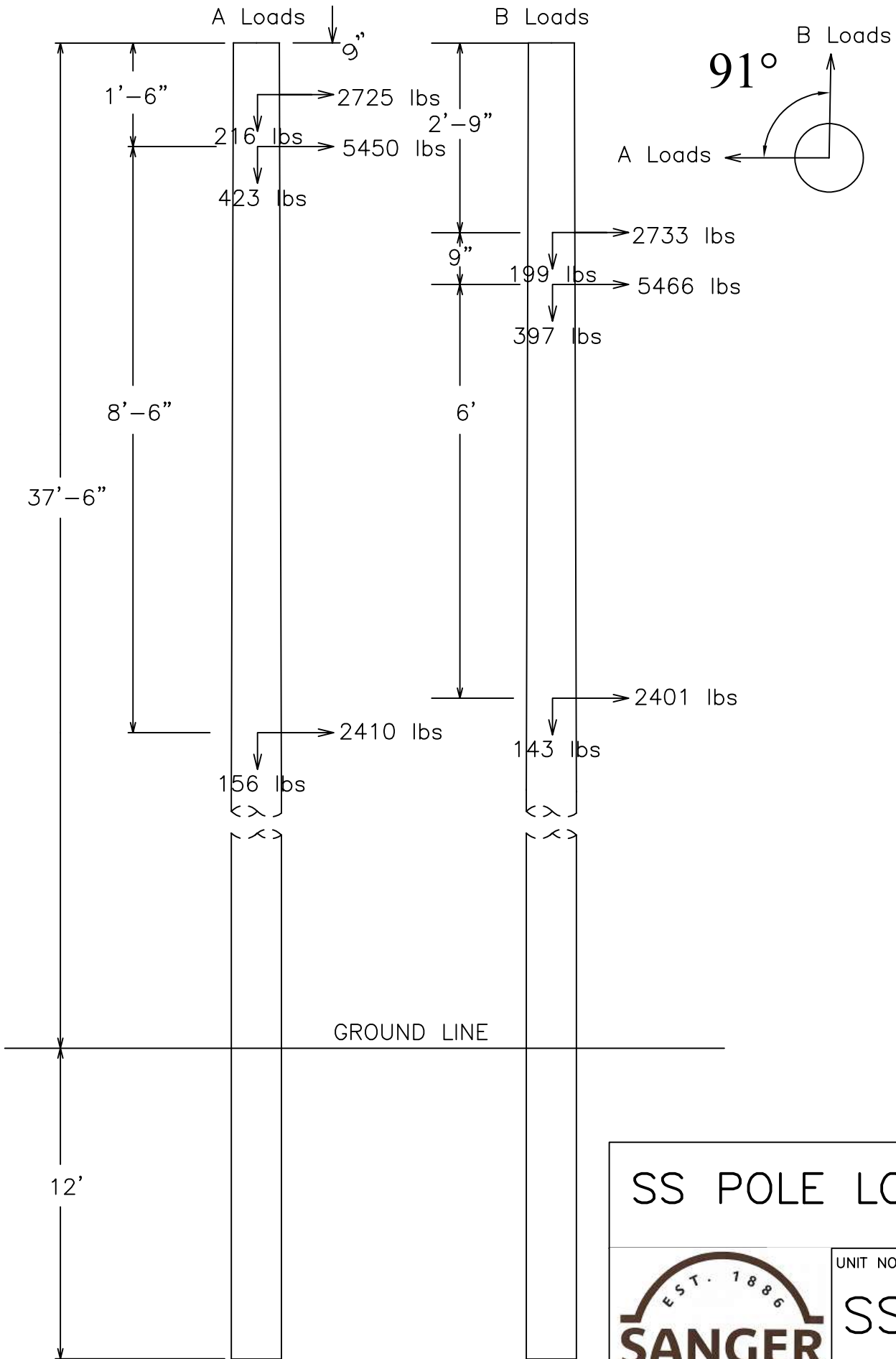
# SS POLE LOADING



UNIT NO.

SSP391

ISSUE DATE: 8/2/2023



# SS POLE LOADING

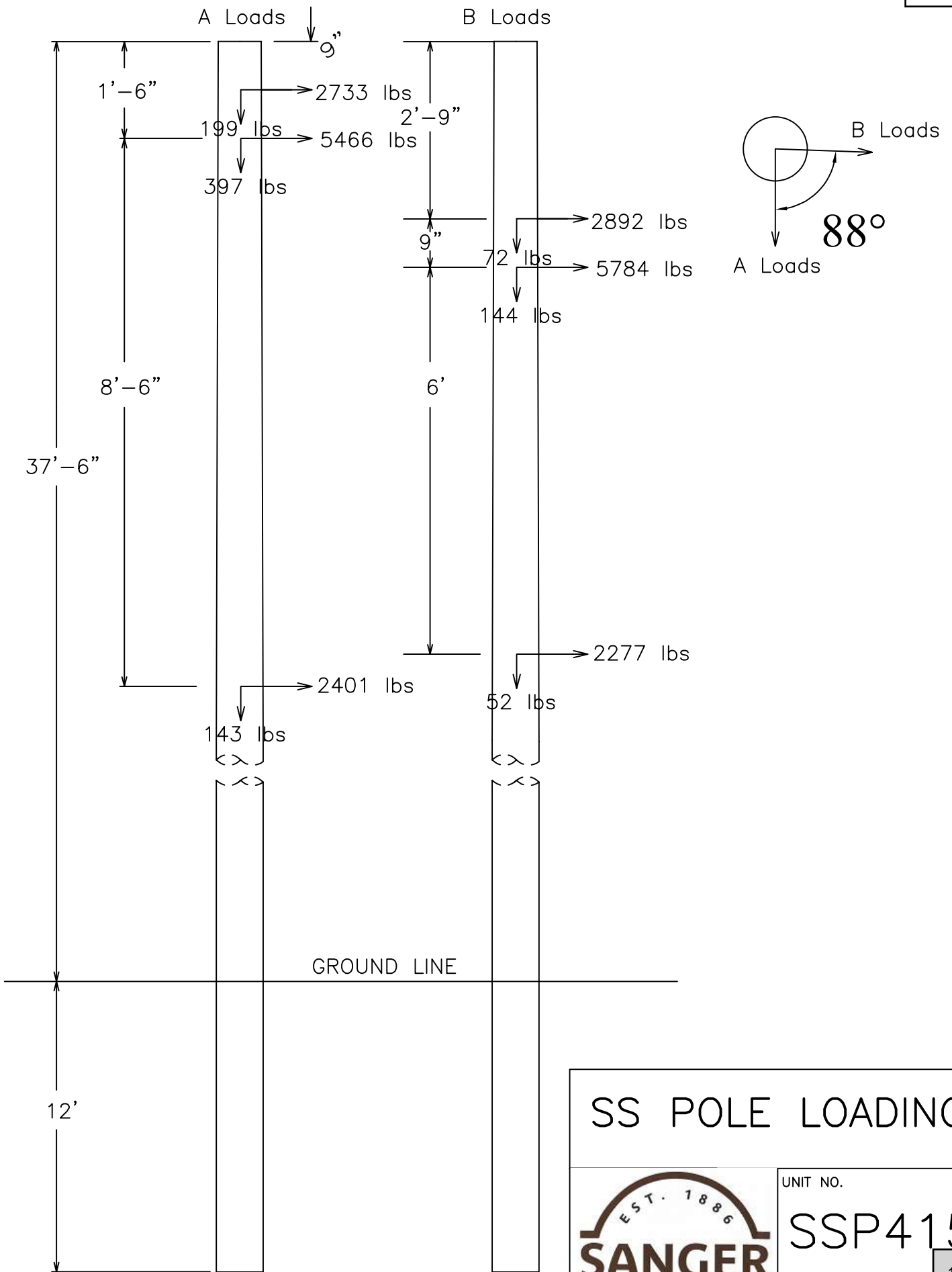


UNIT NO.

SSP414

ISSUE DATE: 8/2/2023





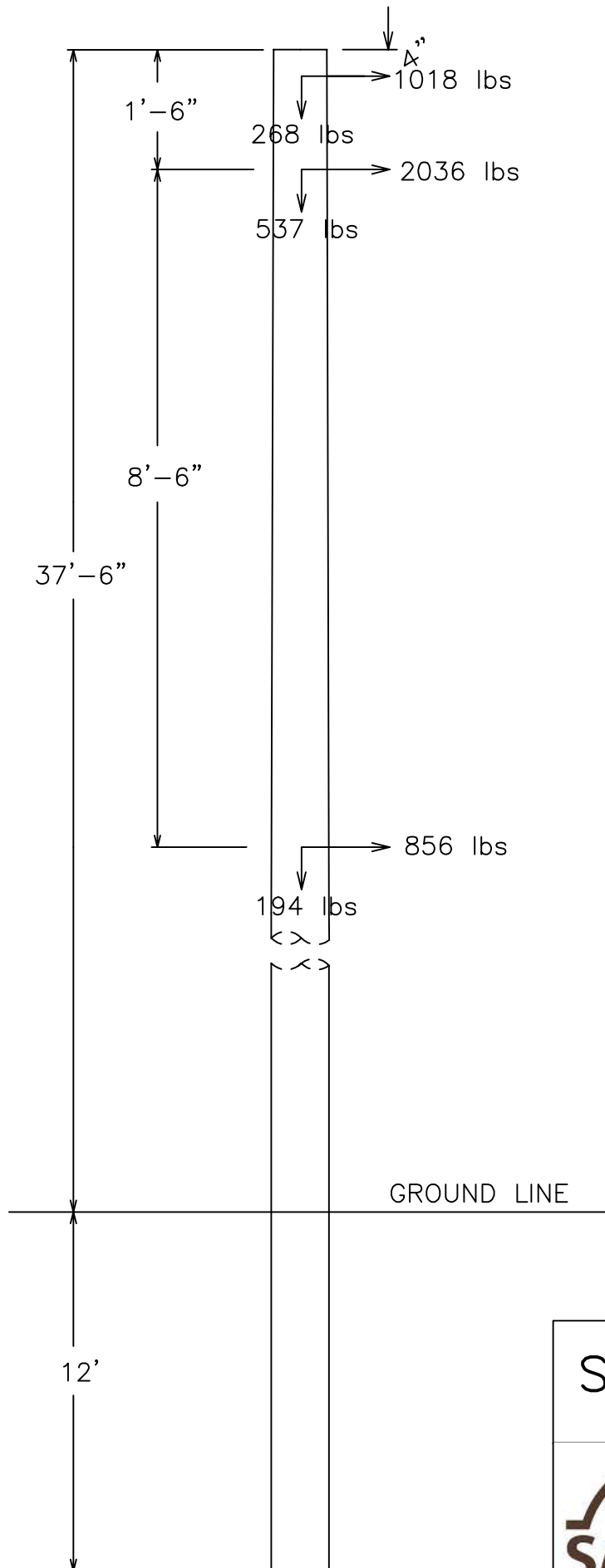
# SS POLE LOADING



UNIT NO.

SSP415

ISSUE DATE: 8/2/2023



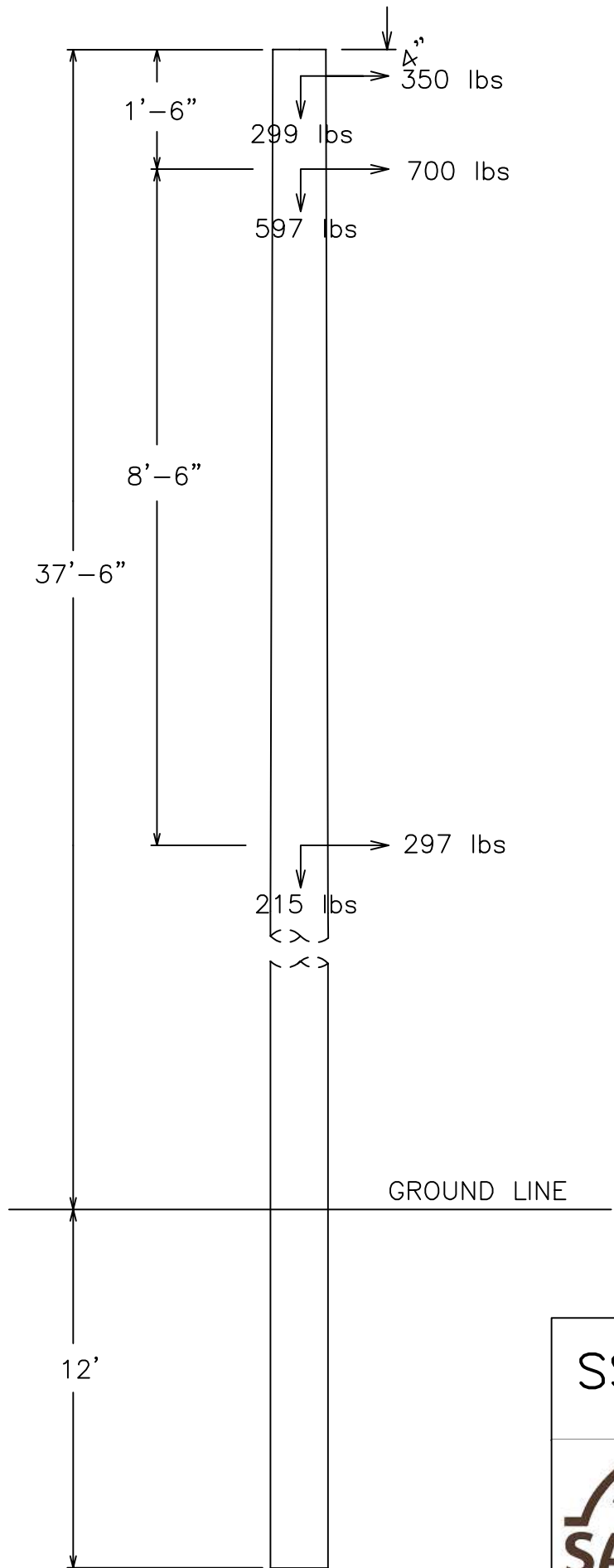
# SS POLE LOADING



UNIT NO.

SSP417

ISSUE DATE: 8/2/2023



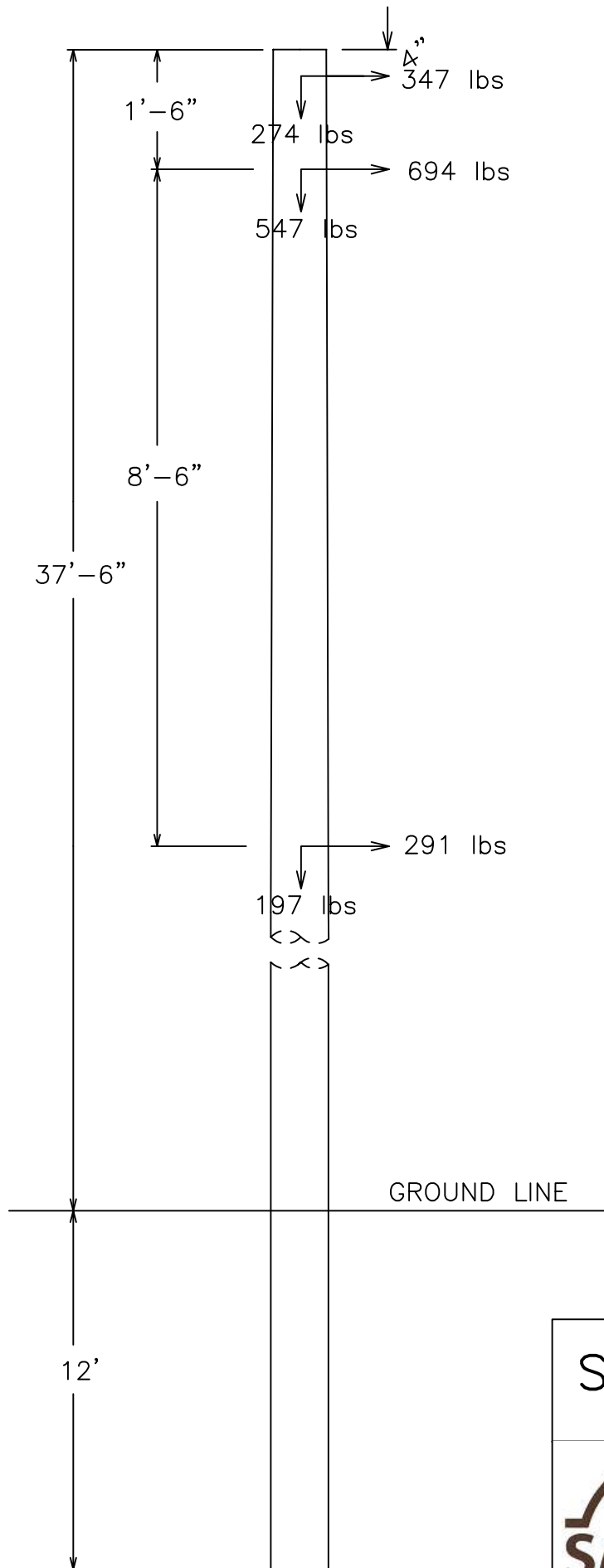
# SS POLE LOADING



UNIT NO.

SSP440

ISSUE DATE: 6/2/2023



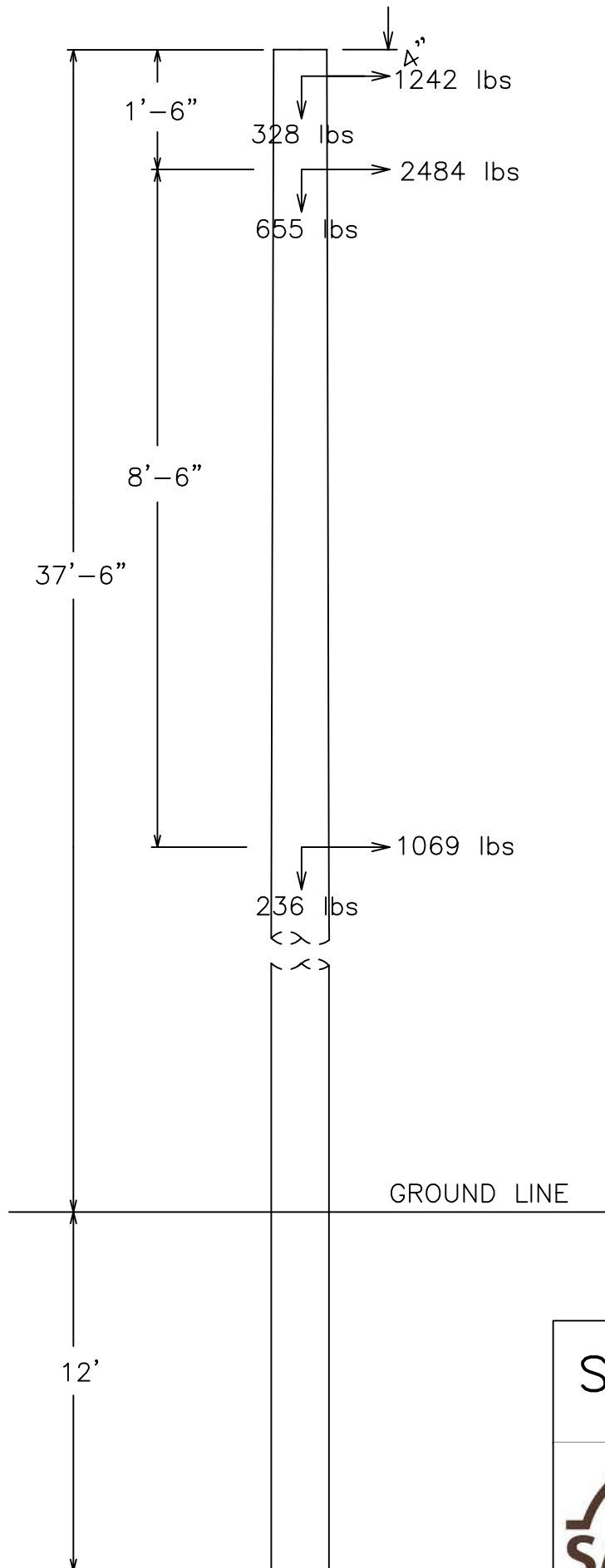
# SS POLE LOADING



UNIT NO.

SSP441

ISSUE DATE: 8/2/2023



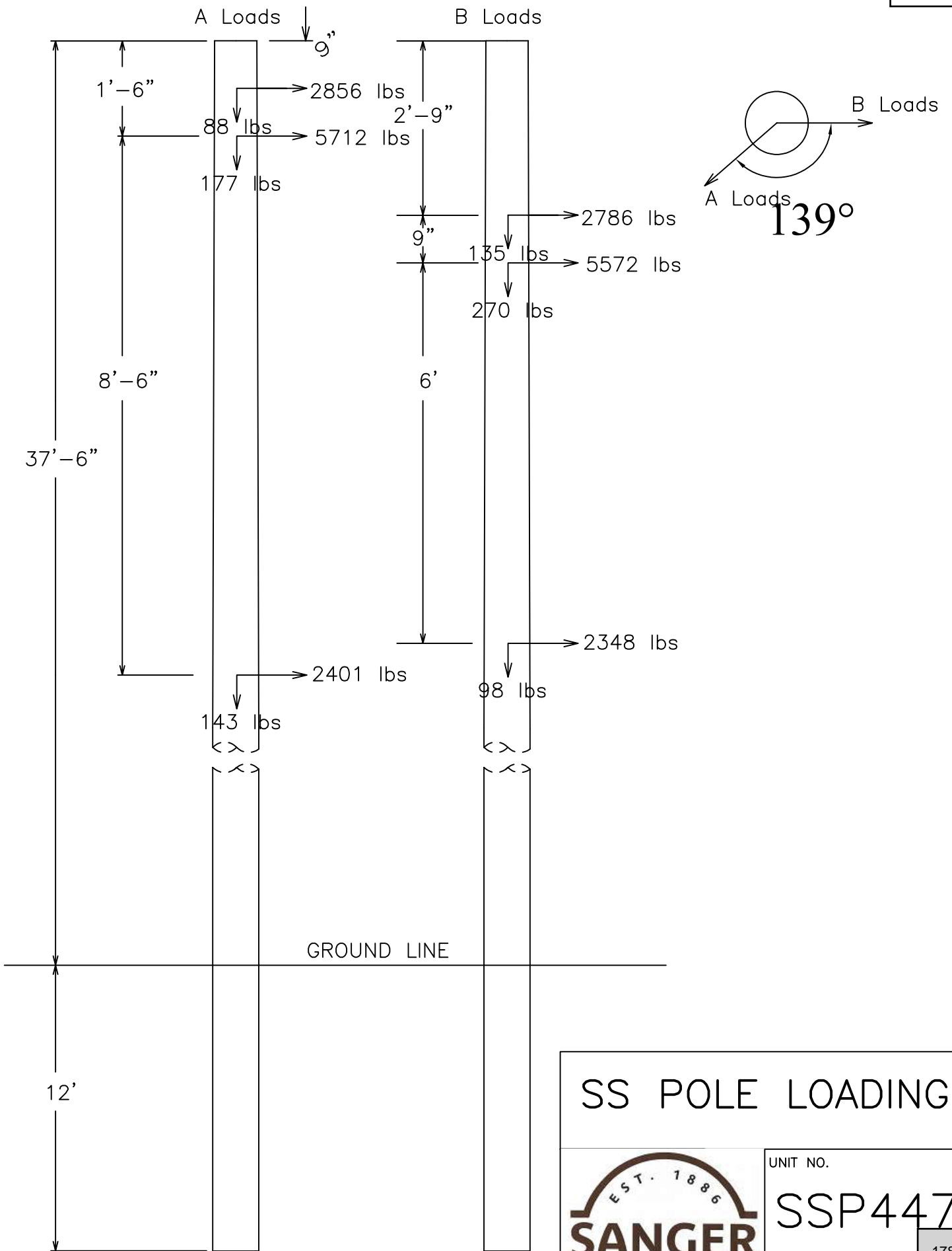
# SS POLE LOADING



UNIT NO.

SSP445

ISSUE DATE: 8/2/2023



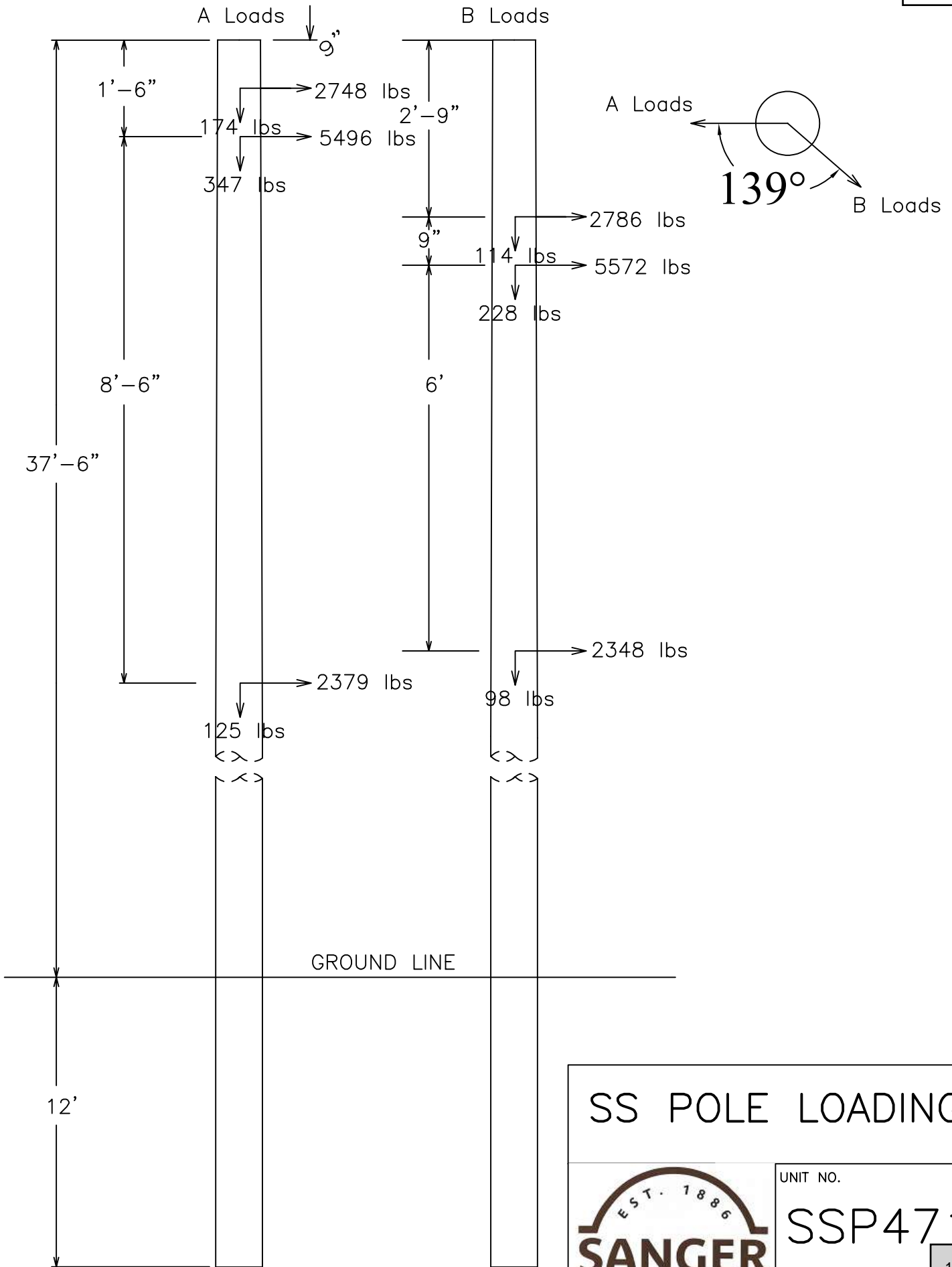
# SS POLE LOADING



UNIT NO.

SSP447

ISSUE DATE: 8/2/2023



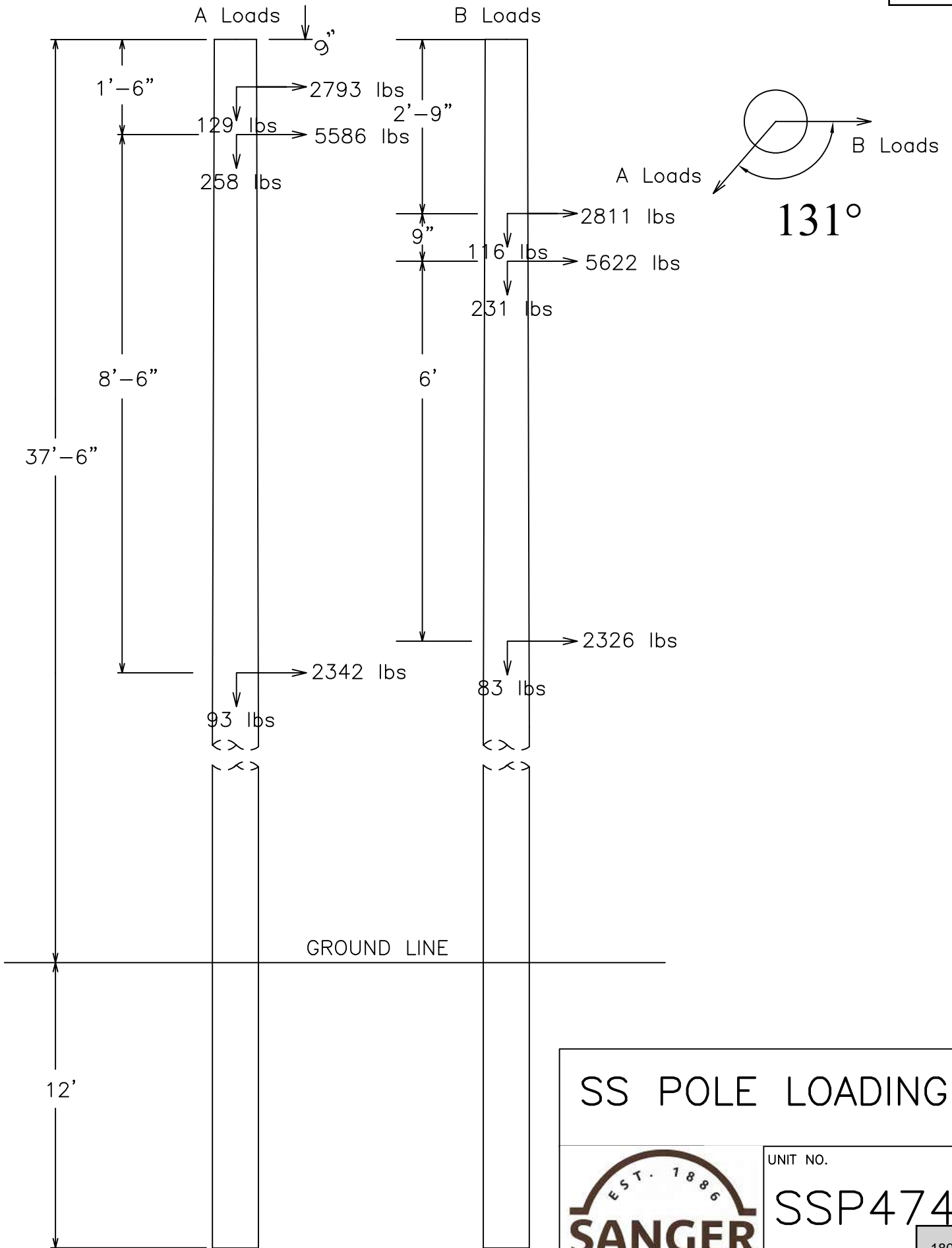
# SS POLE LOADING



UNIT NO.

SSP471

ISSUE DATE: 6/2/2023



# SS POLE LOADING

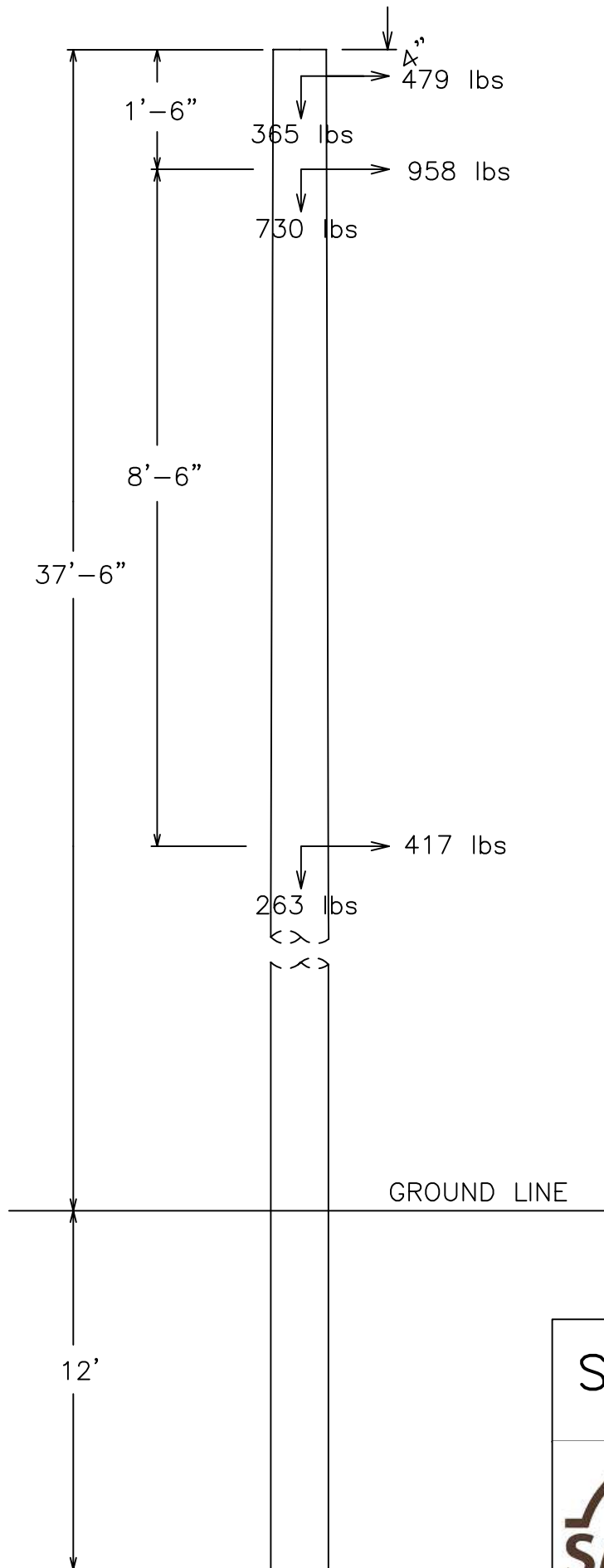


UNIT NO.

SSP474

ISSUE DATE: 8/2/2023





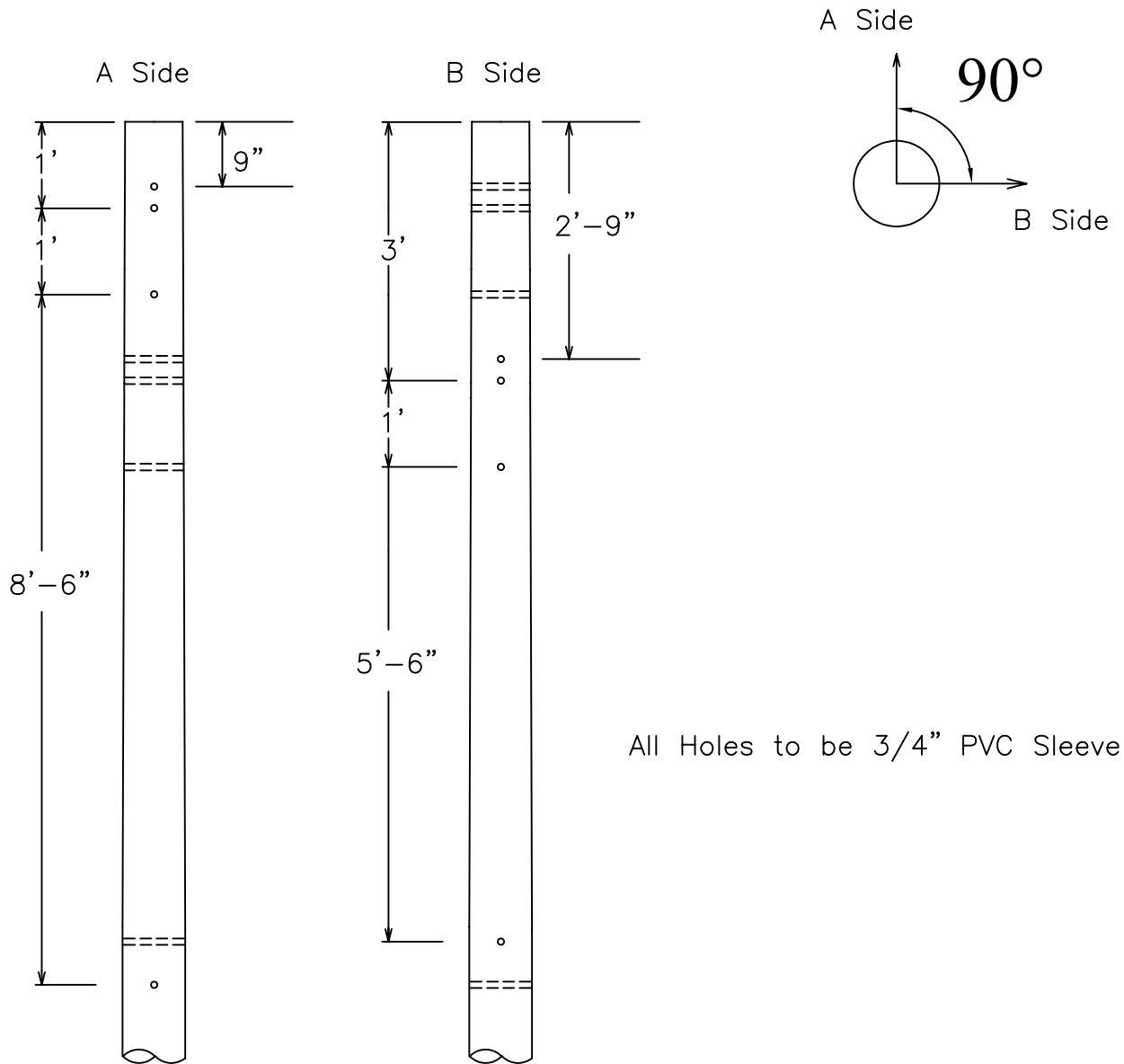
# SS POLE LOADING



UNIT NO.

SSP486

ISSUE DATE: 8/2/2023



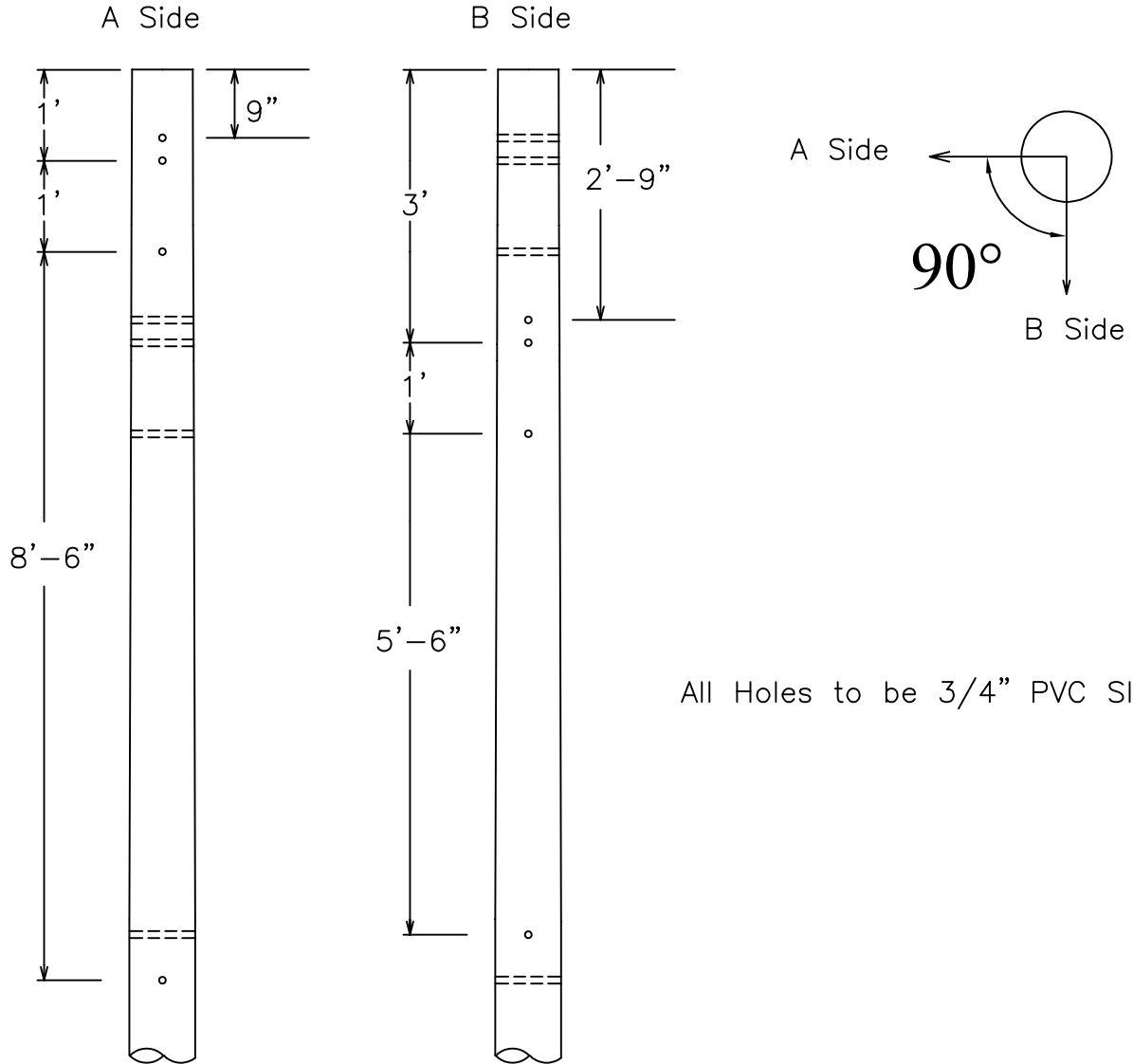
## SS POLE DRILLING



UNIT NO.

SSP326

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

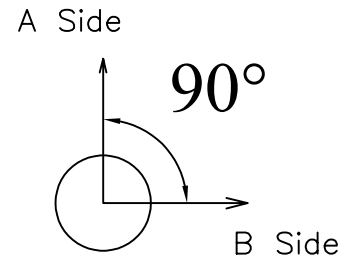
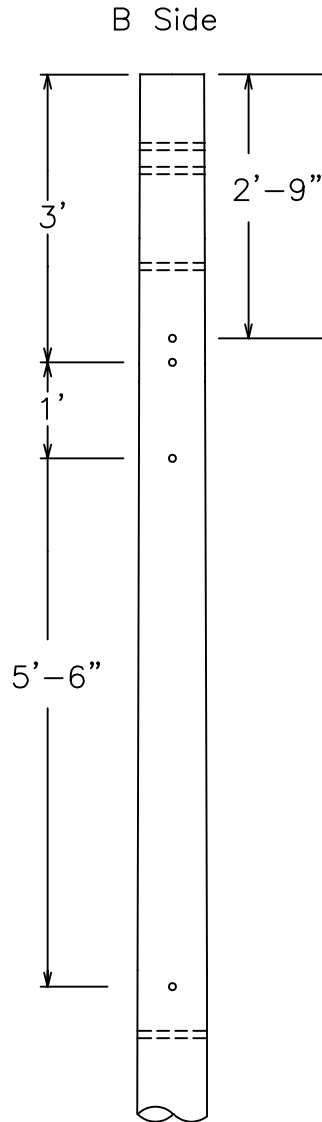
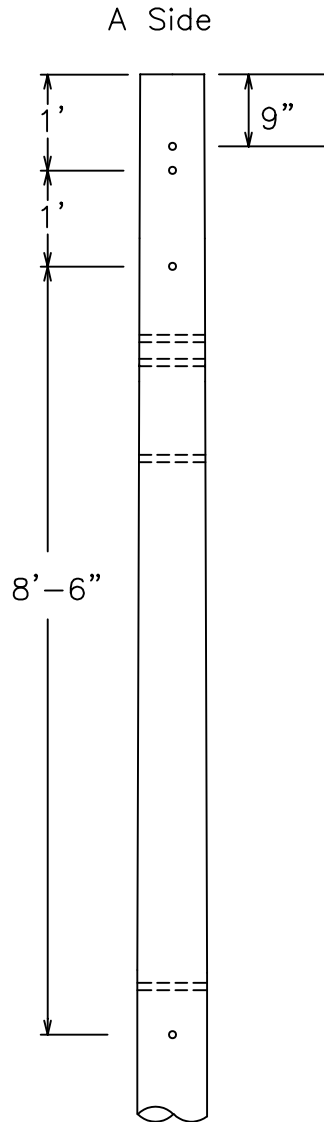
# SS POLE DRILLING



UNIT NO.

SSP327

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

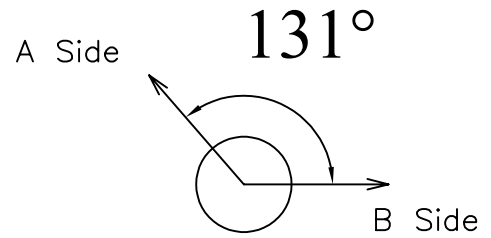
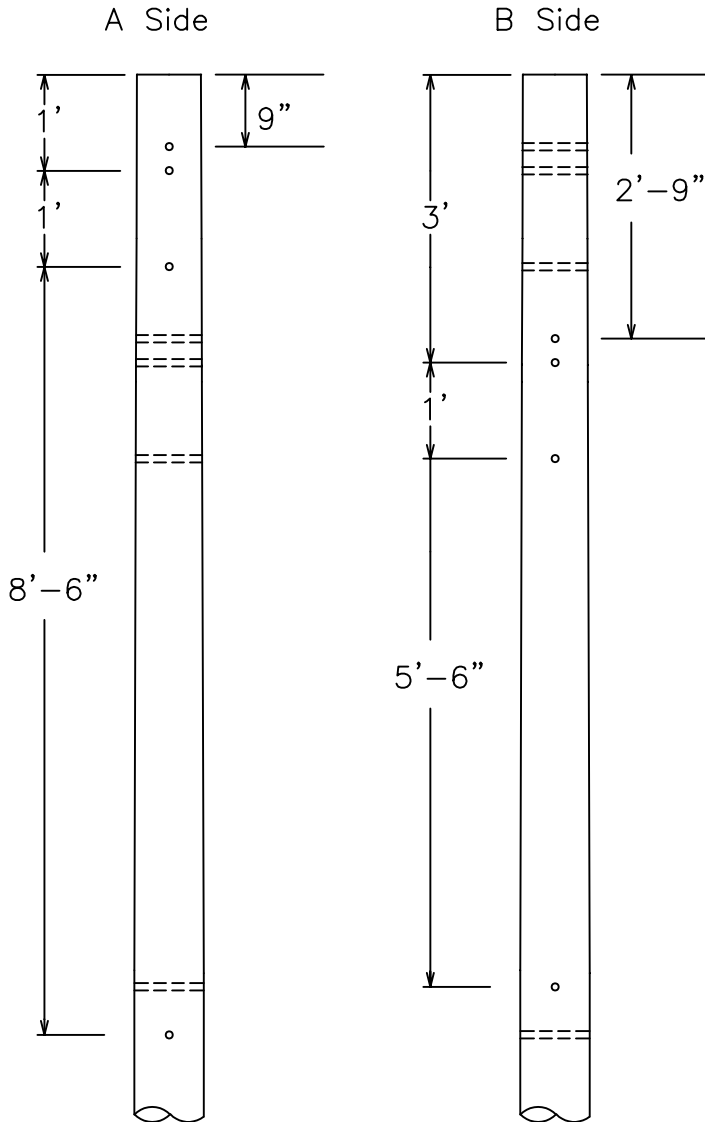
## SS POLE DRILLING



UNIT NO.

SSP330

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

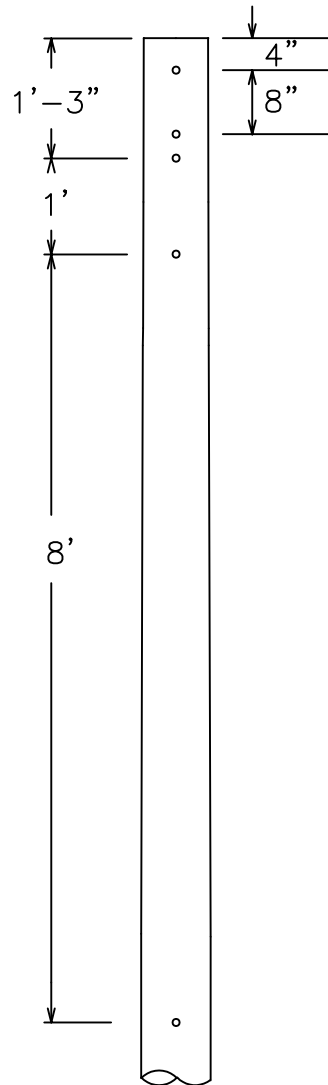
## SS POLE DRILLING



UNIT NO.

SSP331

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

## SS POLE DRILLING

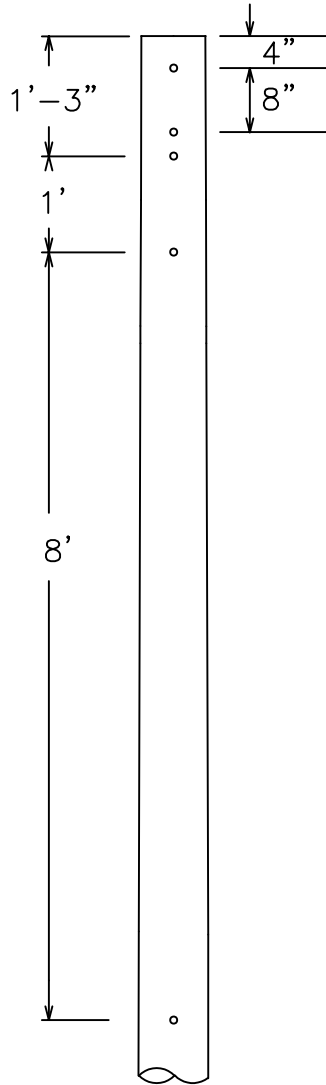


UNIT NO.

SSP350

186

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

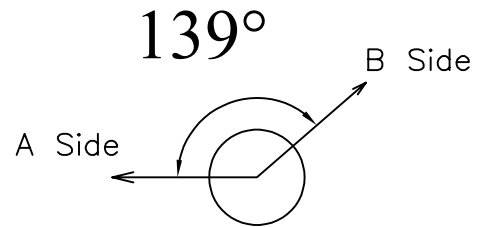
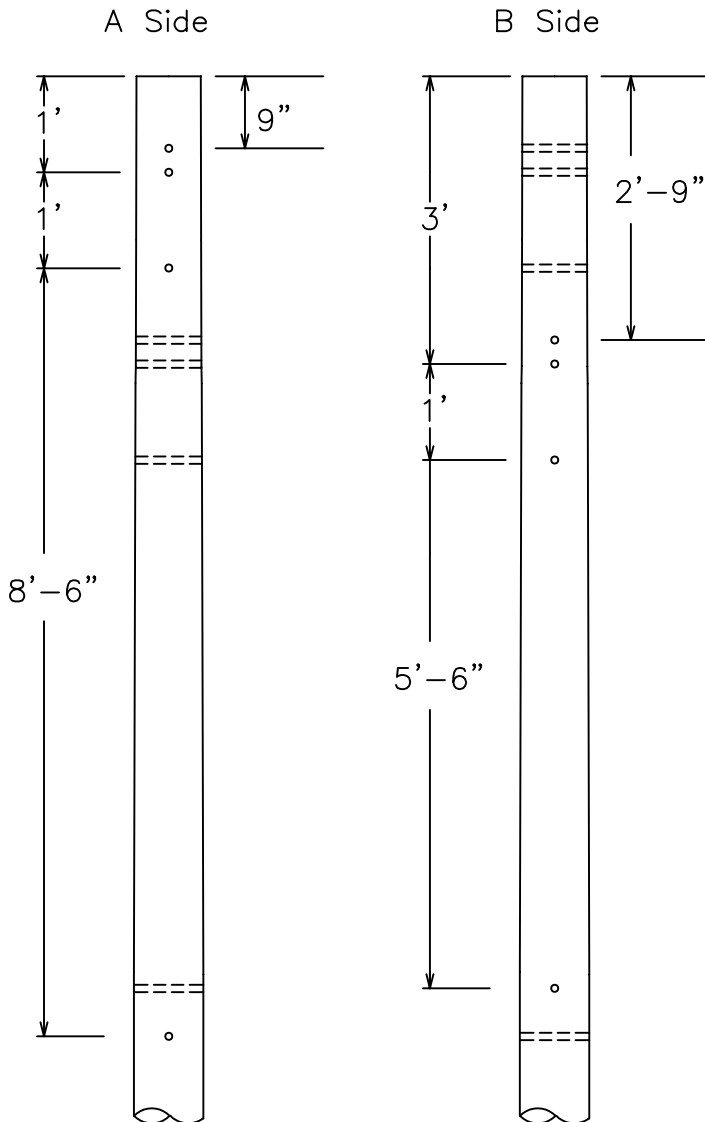
SS POLE DRILLING



UNIT NO.

SSP351

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

## SS POLE DRILLING

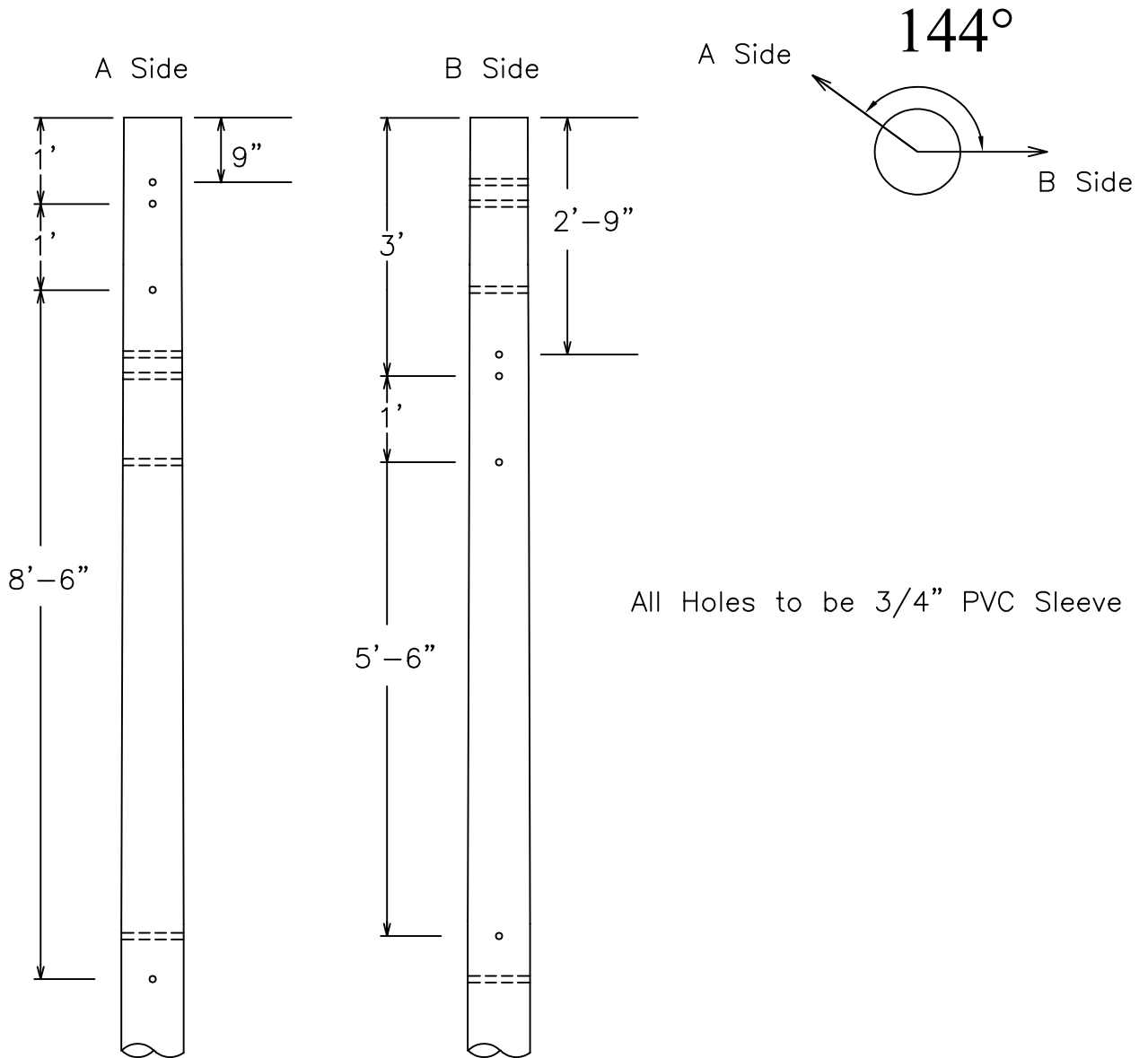


UNIT NO.

SSP361

ISSUE DATE: 6/2/2023





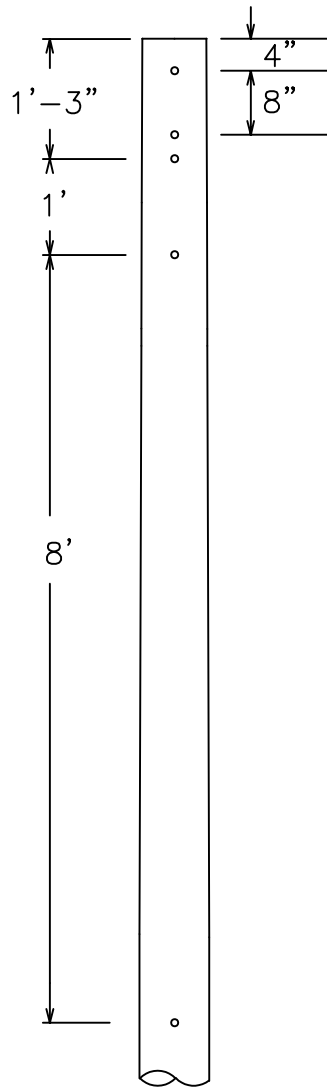
## SS POLE DRILLING



UNIT NO.

SSP362

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

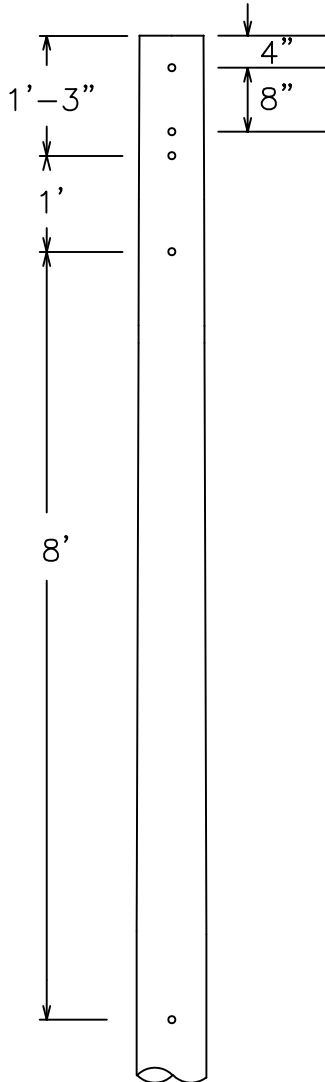
## SS POLE DRILLING



UNIT NO.

SSP371

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

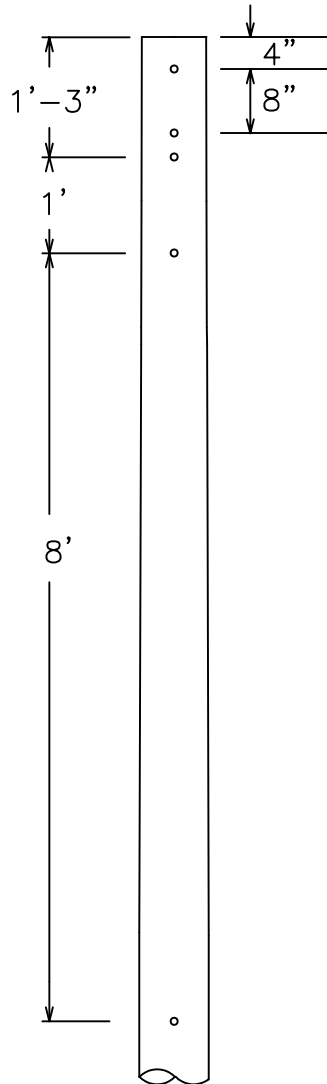
## SS POLE DRILLING



UNIT NO.

SSP378

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

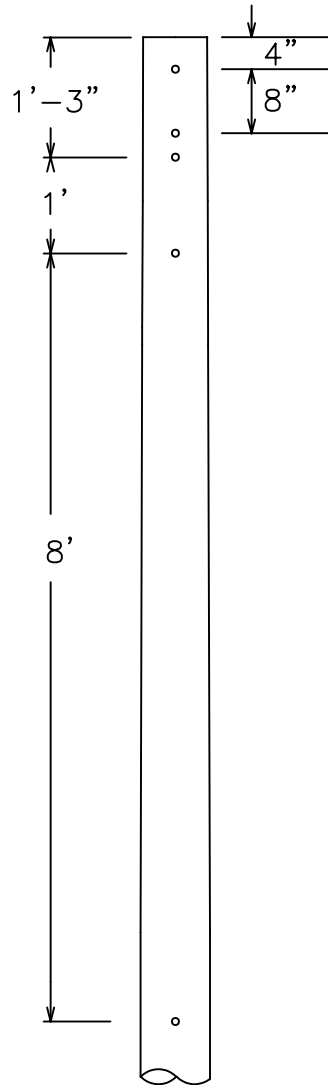
## SS POLE DRILLING



UNIT NO.

SSP380

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

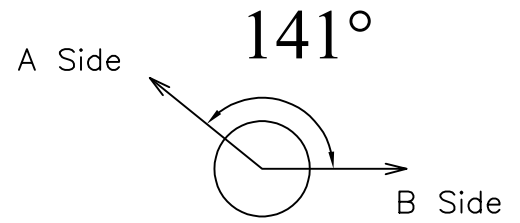
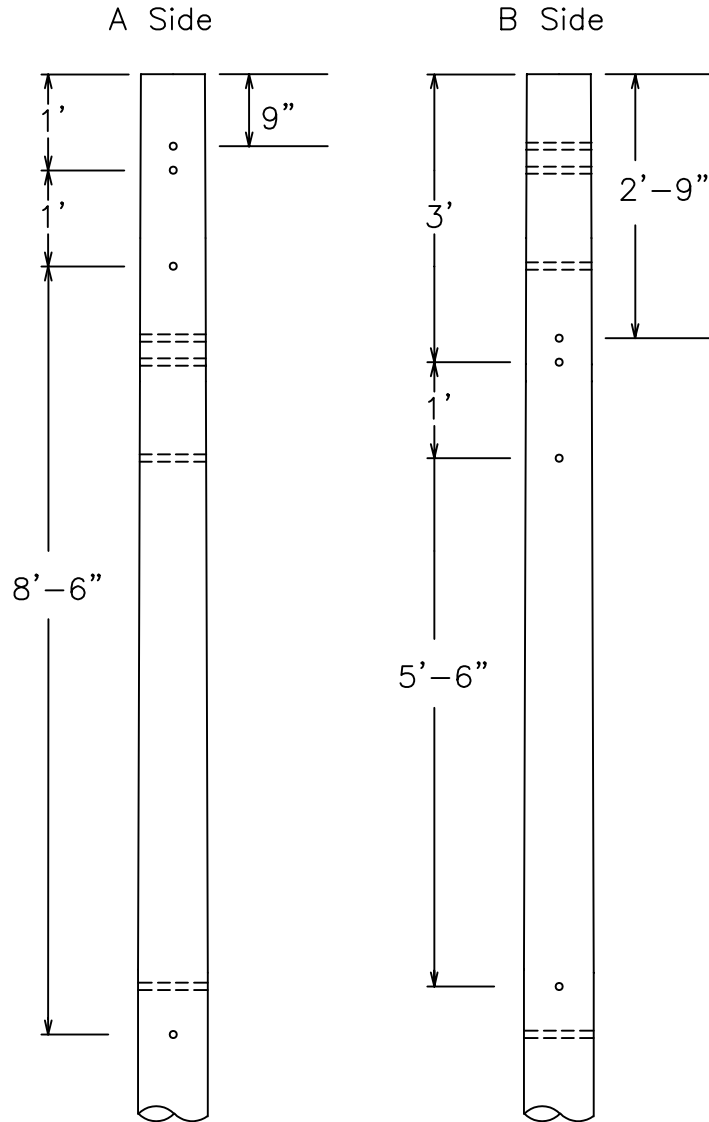
## SS POLE DRILLING



UNIT NO.

SSP381

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

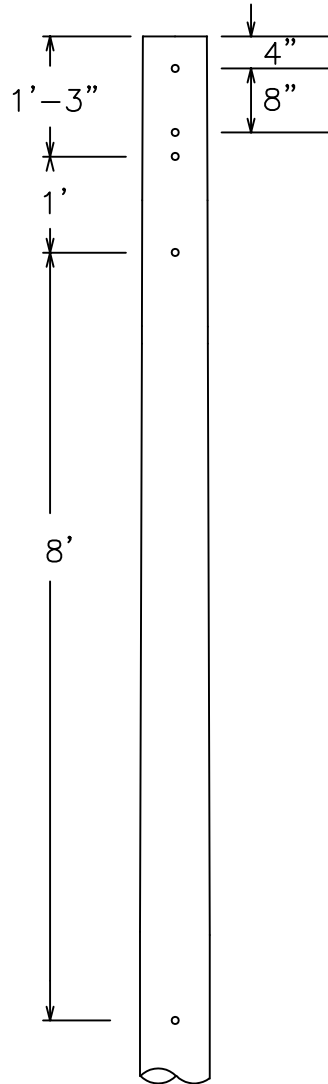
## SS POLE DRILLING



UNIT NO.

SSP387

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

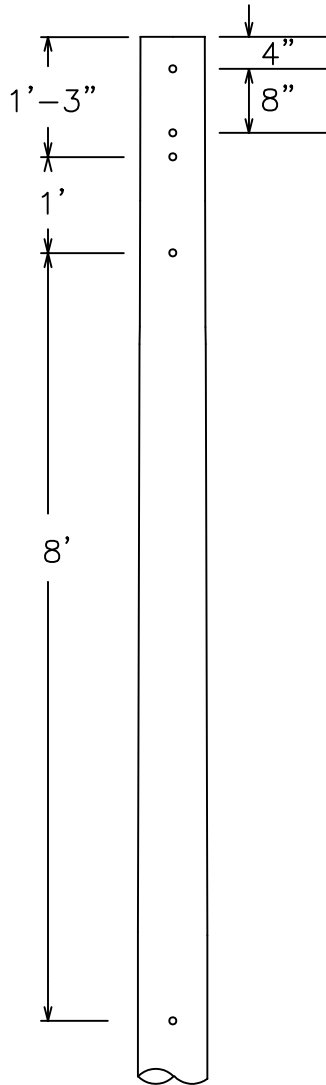
SS POLE DRILLING



UNIT NO.

SSP390

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

## SS POLE DRILLING

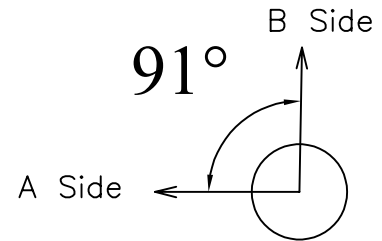
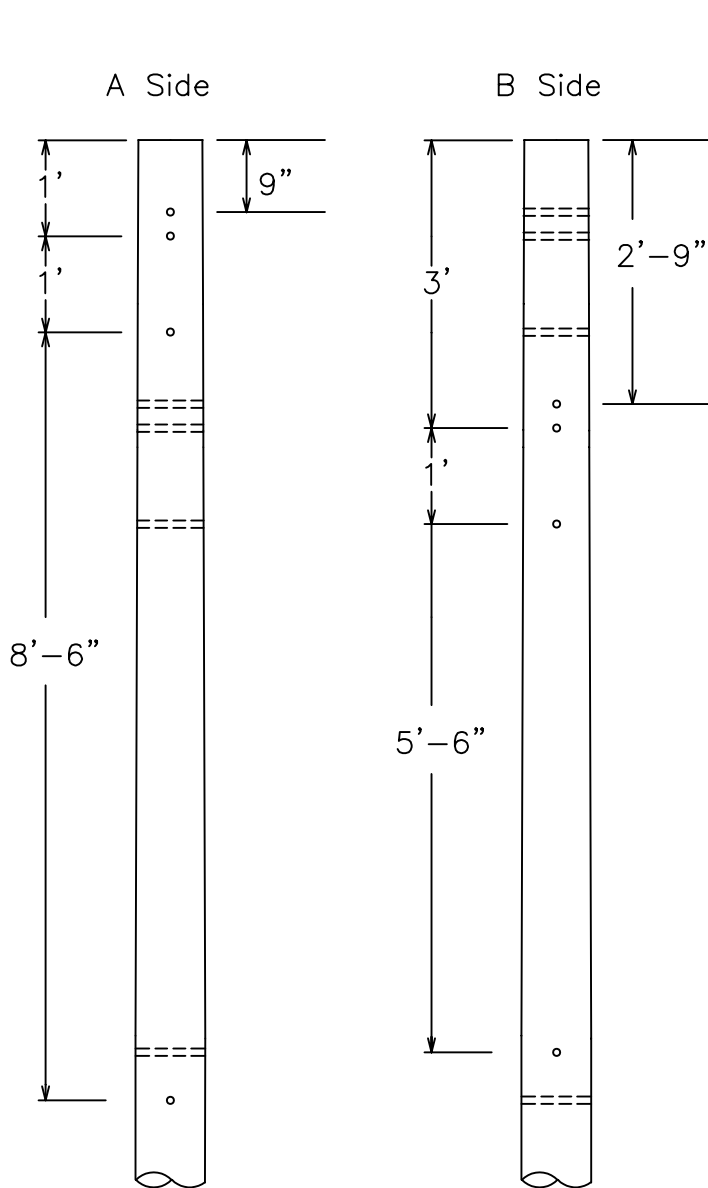


UNIT NO.

SSP391

ISSUE DATE: 6/2/2023





All Holes to be 3/4" PVC Sleeve

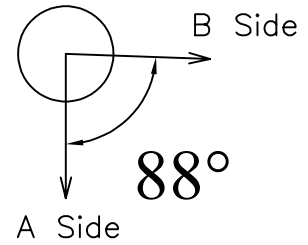
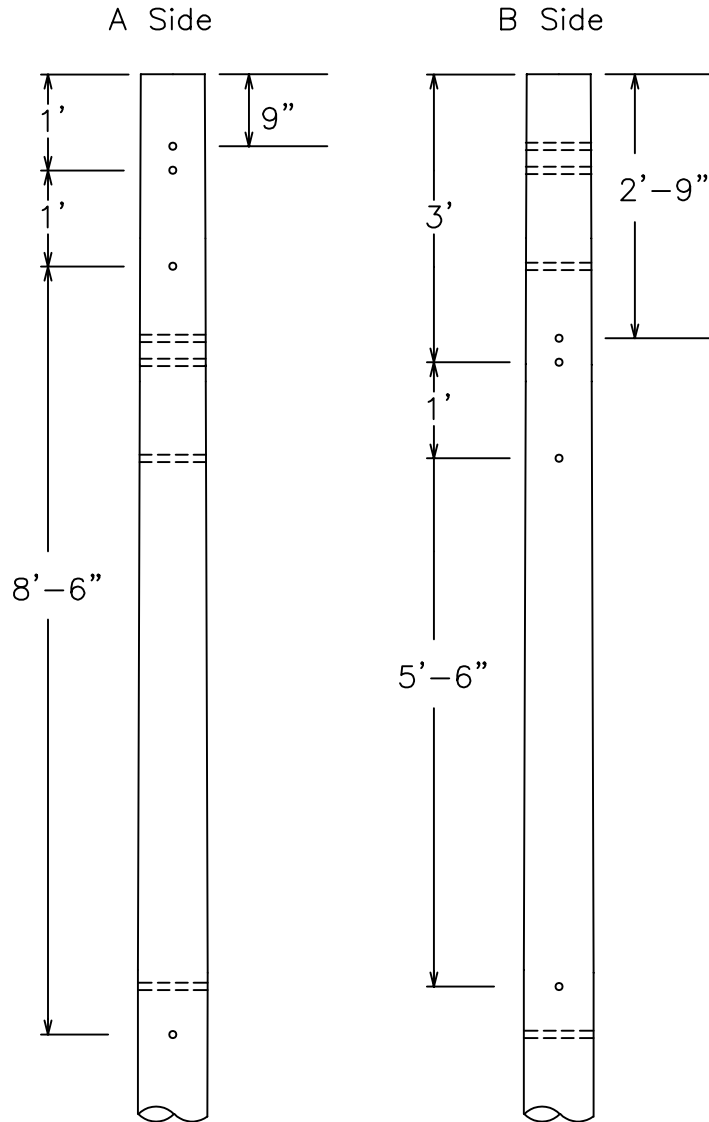
## SS POLE DRILLING



UNIT NO.

SSP414

ISSUE DATE: 8/2/2023



All Holes to be 3/4" PVC Sleeve

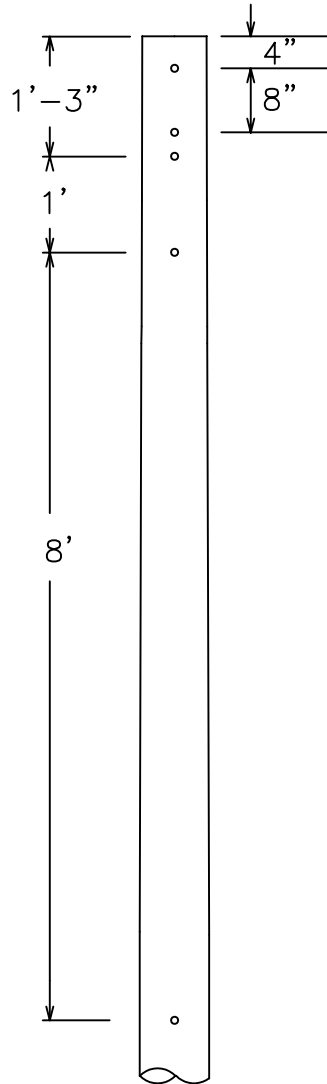
## SS POLE DRILLING



UNIT NO.

SSP415

ISSUE DATE: 8/2/2023



All Holes to be 3/4" PVC Sleeve

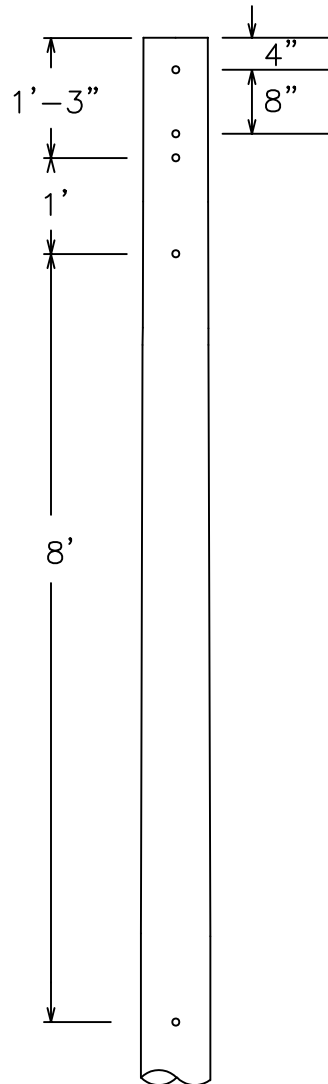
## SS POLE DRILLING



UNIT NO.

SSP417

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

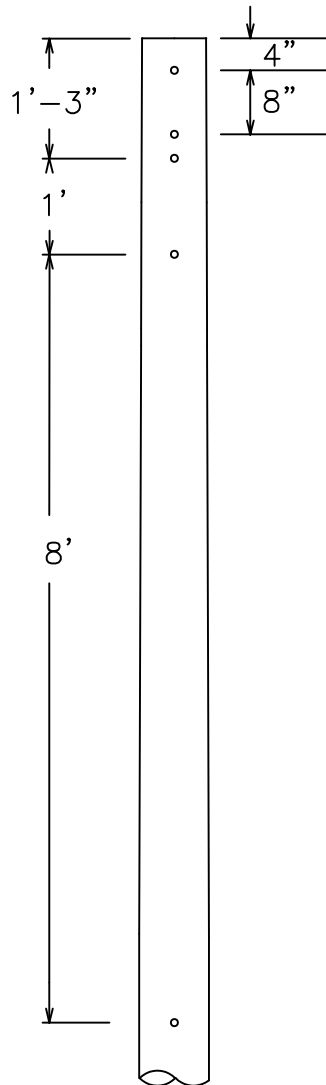
## SS POLE DRILLING



UNIT NO.

SSP440

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

## SS POLE DRILLING

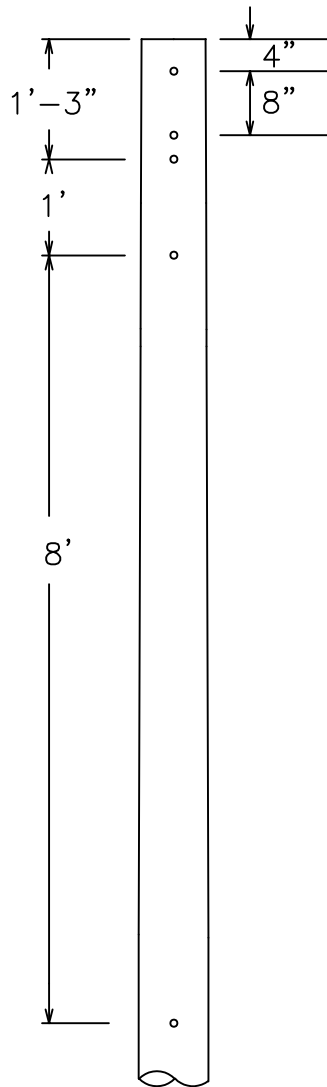


UNIT NO.

SSP441

201

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

## SS POLE DRILLING

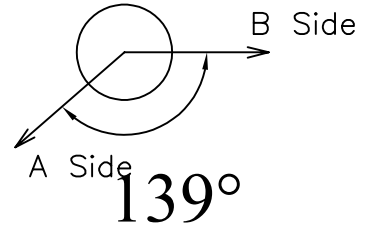
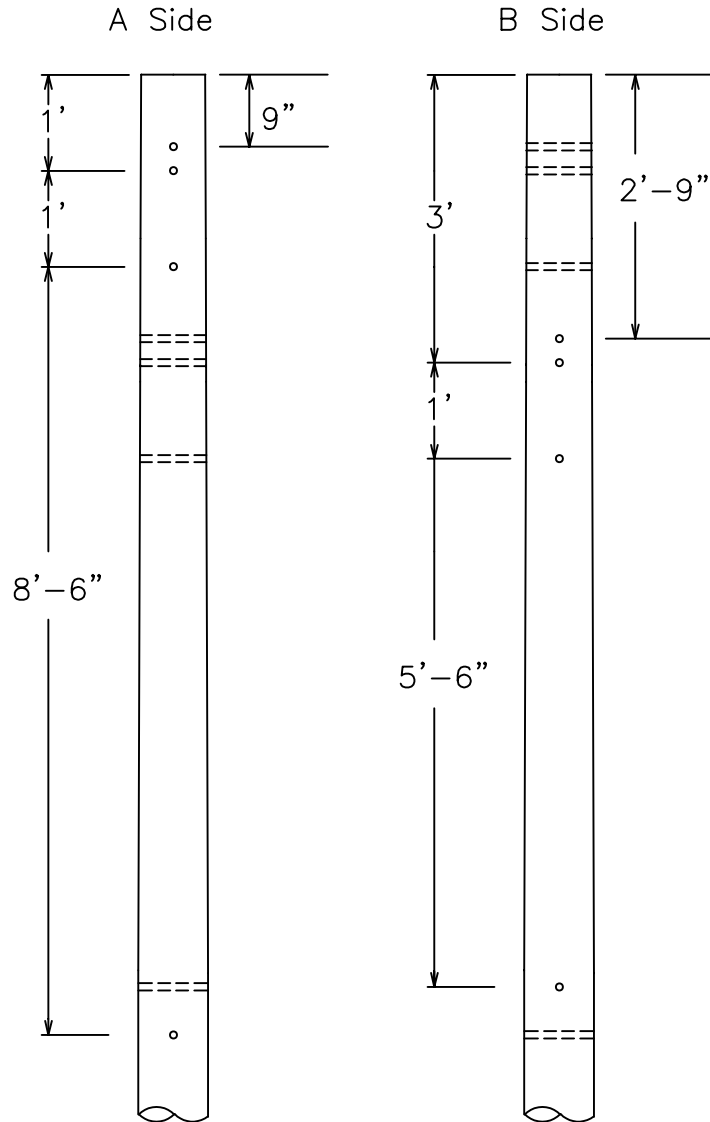


UNIT NO.

SSP445

202

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

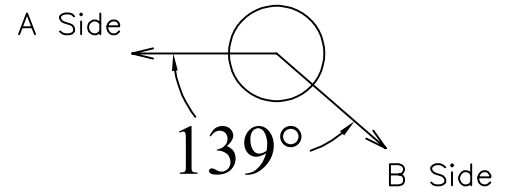
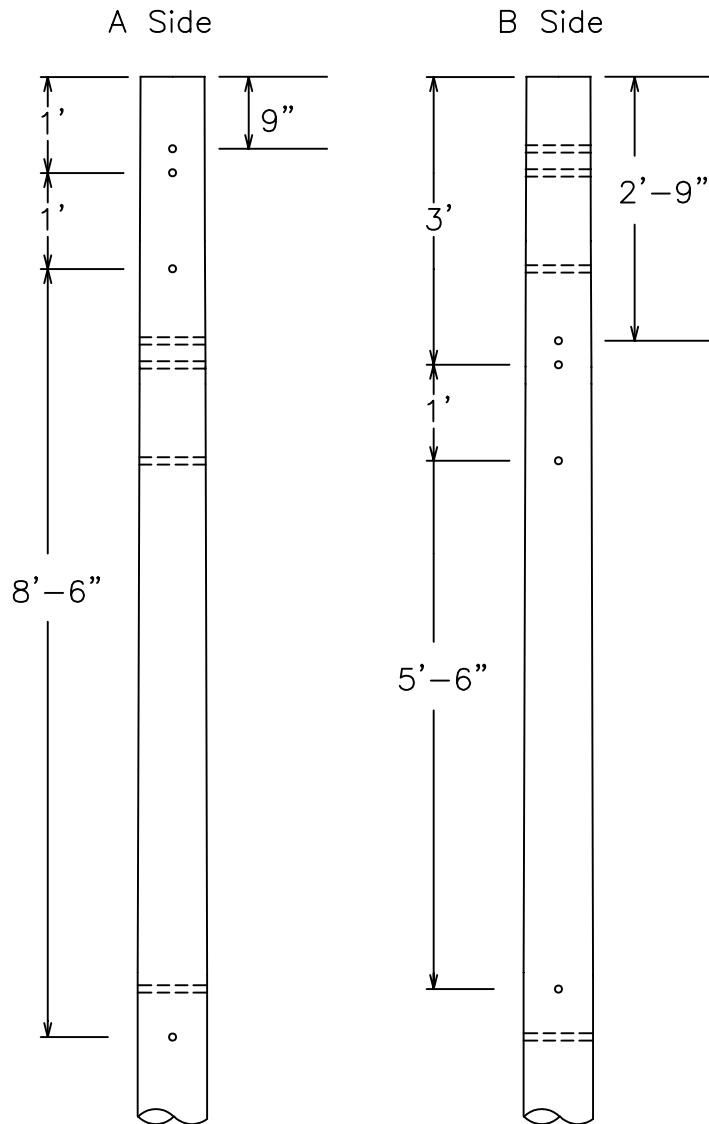
# SS POLE DRILLING



UNIT NO.

SSP447

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

## SS POLE DRILLING

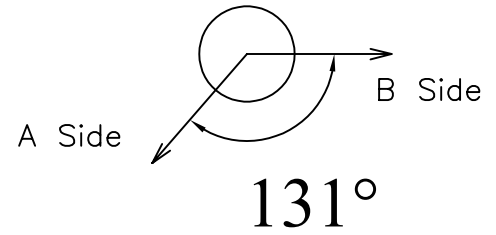
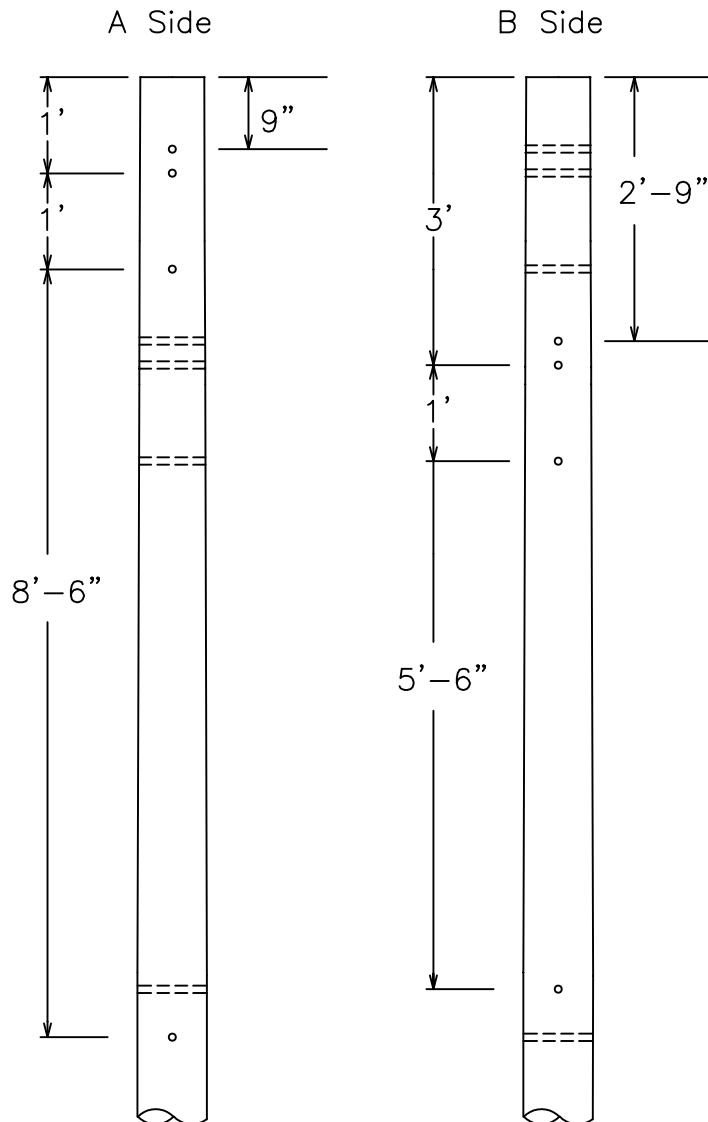


UNIT NO.

SSP471

ISSUE DATE: 6/2/2023





All Holes to be 3/4" PVC Sleeve

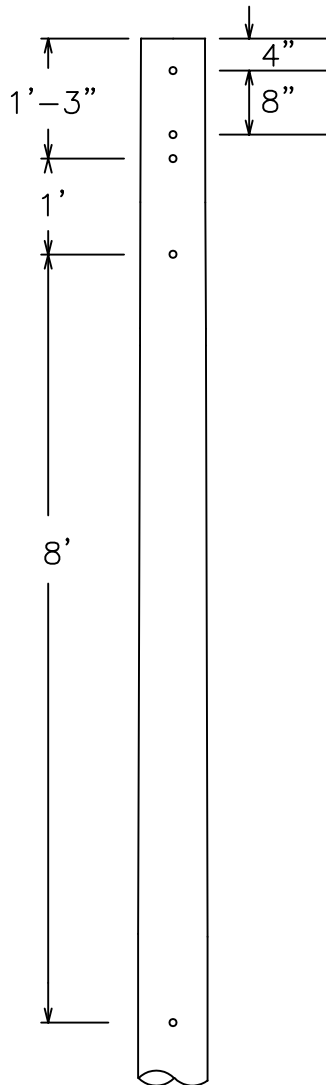
# SS POLE DRILLING



UNIT NO.

SSP474

ISSUE DATE: 6/2/2023



All Holes to be 3/4" PVC Sleeve

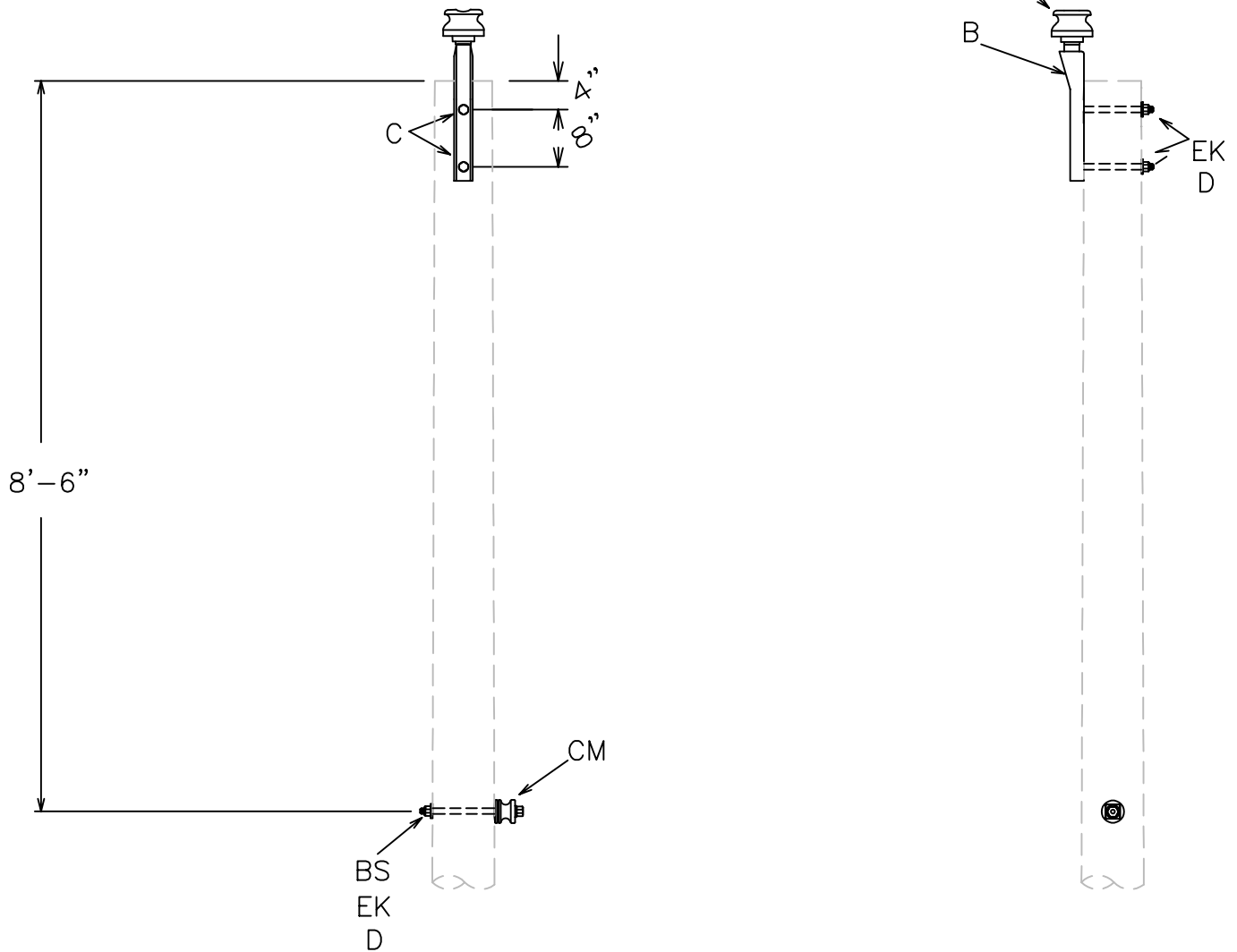
## SS POLE DRILLING



UNIT NO.

SSP486

ISSUE DATE: 6/2/2023



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
C	5/8" MACHINE BOLT	2	
A	PIN TYPE INSULATOR	1	S4235
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
B	RIDGE PIN	1	S4240
D	CURVED WASHER	3	S4125
EK	LOCKNUT 5/8"	AR	S4140

## SINGLE PHASE

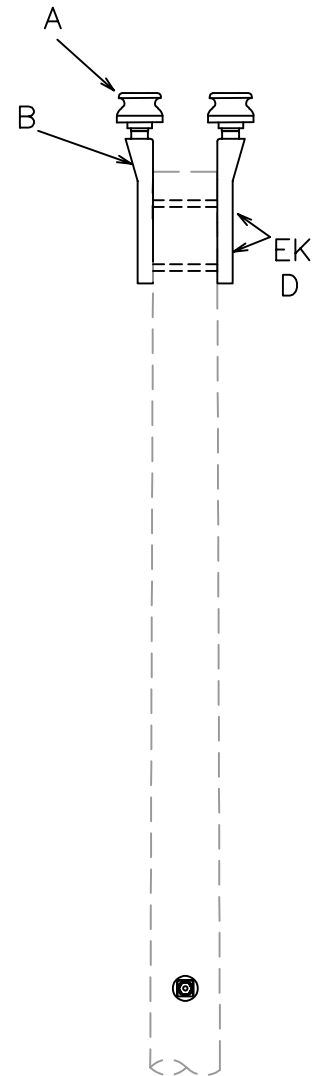
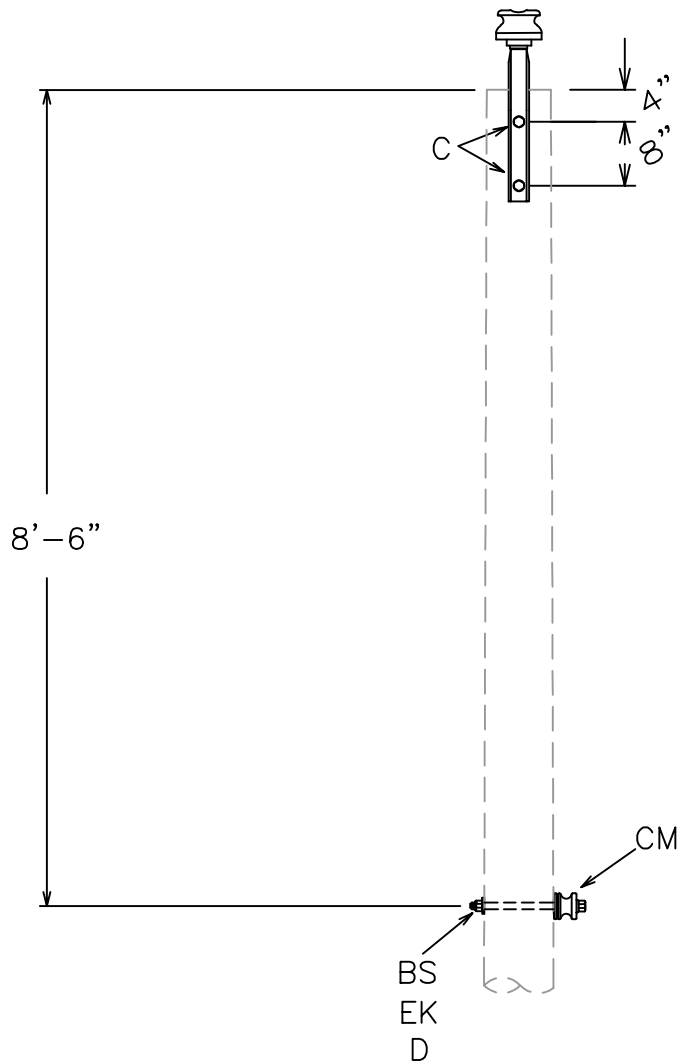
0° TO 5°



UNIT NO.

A1

ISSUE DATE: 7/20/2021  
135



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
C	5/8" MACHINE BOLT	2	
A	PIN TYPE INSULATOR	2	S4235
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
B	RIDGE PIN	2	S4240
D	CURVED WASHER	3	S4125
EK	LOCKNUT 5/8"	AR	S4140

SINGLE PHASE  
DOUBLE SUPPORT  
0° TO 5°

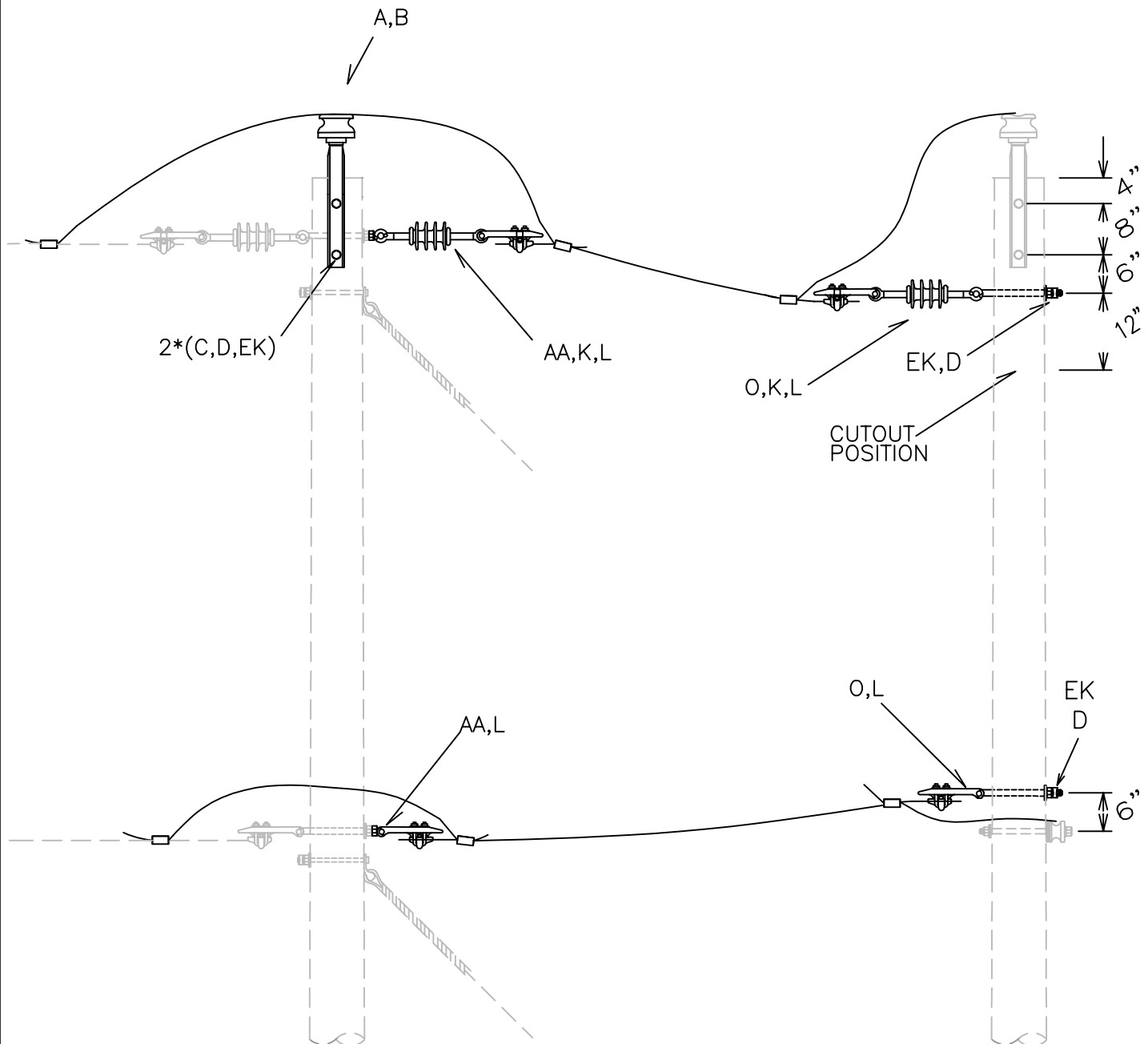


UNIT NO.

A1-1

208

ISSUE DATE: 7/20/2021  
136



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	2	
C	5/8" MACHINE BOLT	2	
A	PIN TYPE INSULATOR	1	S4235
K	INSULATOR, SUSP'N POLY	2	S4205
B	RIDGE PIN	1	S4240
L	DE SHOE, SMALL	4	S4380
D	CURVED WASHER	3	S4125
AA	5/8" OVAL EYE NUT	2	S4137
EK	LOCKNUT 5/8"	4	S4140

## SINGLE PHASE SLACK SPAN TAP

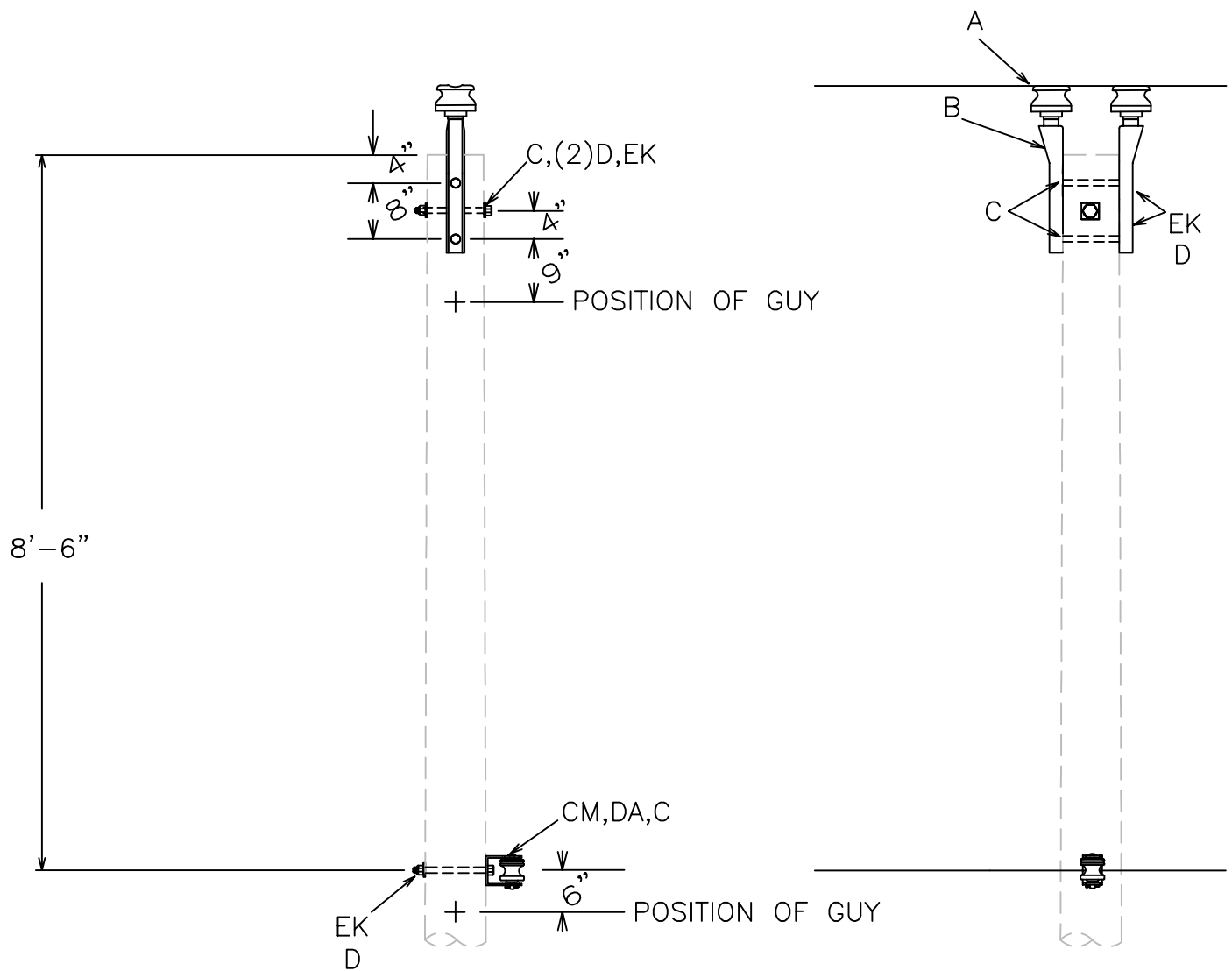


UNIT NO.

# A1 SLACK

209

ISSUE DATE: 7/20/2021  
137



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
DA	CLEVIS, SQUARE D	1	S4150
C	5/8" MACHINE BOLT	3	
A	PIN TYPE INSULATOR	2	S4235
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
B	RIDGE PIN	2	S4240
D	CURVED WASHER	5	S4125
EK	LOCKNUT 5/8"	4	S4140

SINGLE PHASE  
DOUBLE SUPPORT

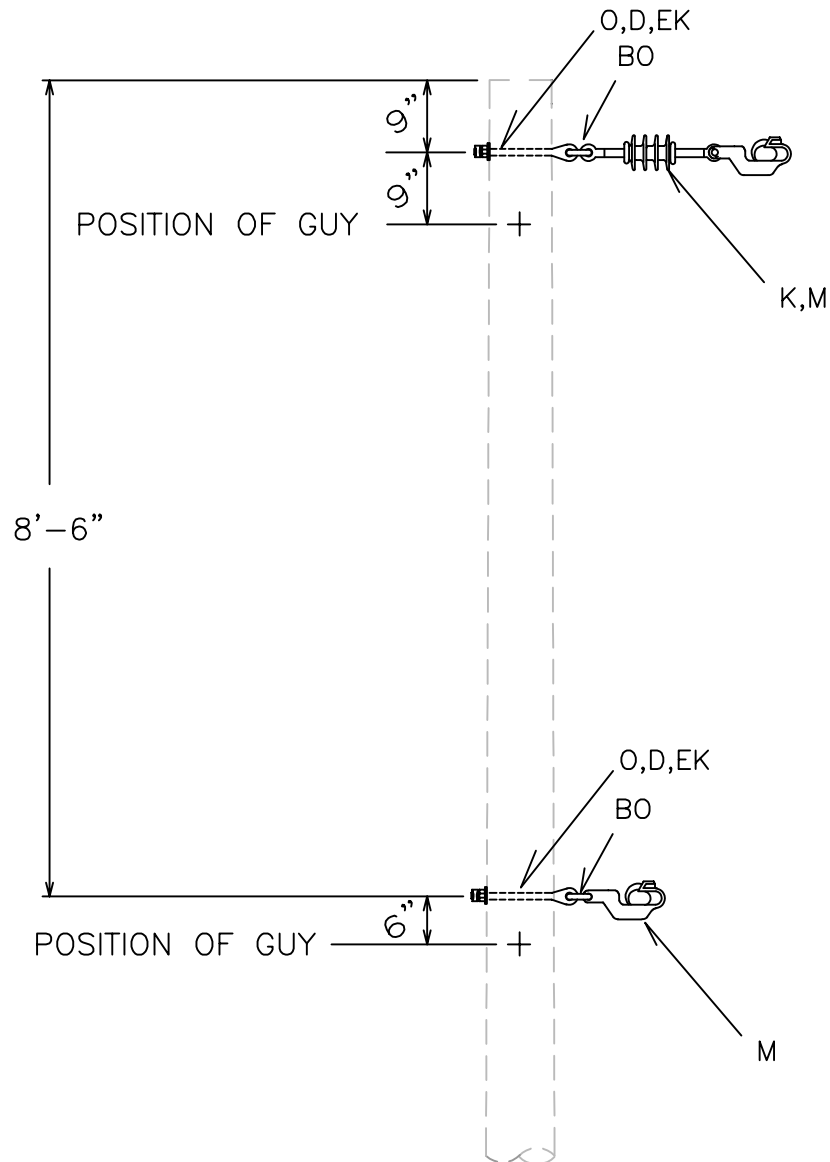
5° TO 30°



UNIT NO.

A2

ISSUE DATE: 7/20/2021



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	2	
M	CLAMP, ANGLE SHOE, SMALL	2	S4387
K	INSULATOR, SUSP'N POLY	1	S4205
D	CURVED WASHER	5	S4125
EK	LOCKNUT 5/8"	4	S4140

# SINGLE PHASE

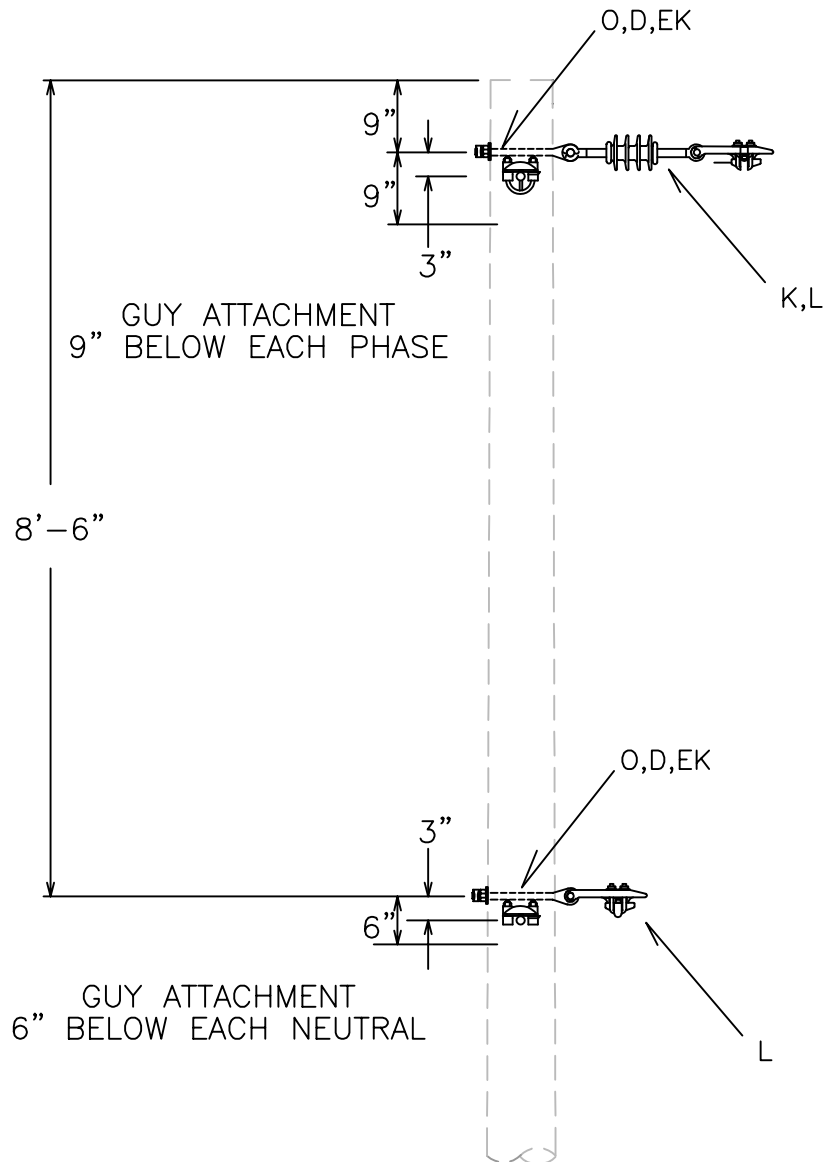
30° TO 60°



UNIT NO.

A3

ISSUE DATE: 7/20/2021



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	4	
L	DEADEND SHOE, SMALL	4	S4380
K	INSULATOR, SUSP'N POLY	4	S4205
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	4	S4140

# SINGLE PHASE

60° TO 90°

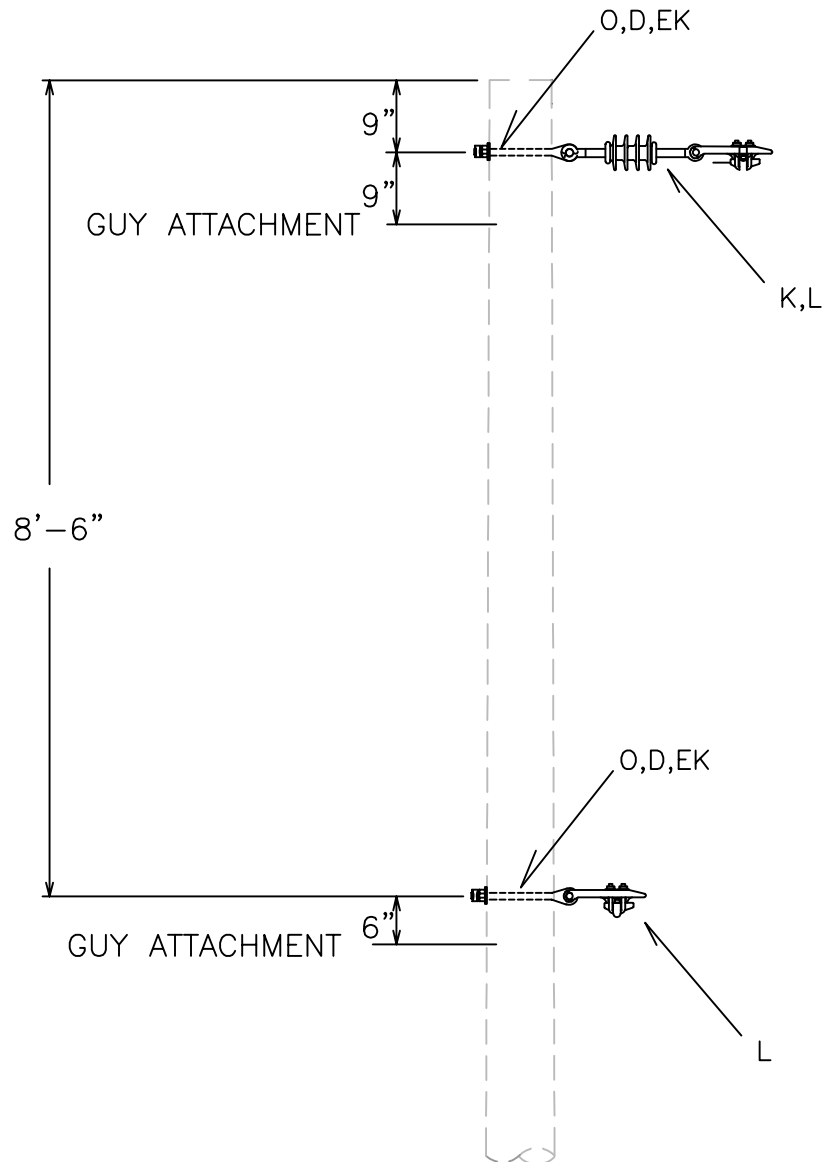


UNIT NO.

A4

ISSUE DATE: 7/20/2021  
140





LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	2	
L	DEADEND SHOE, SMALL	2	S4380
K	INSULATOR, SUSP'N POLY	2	S4205
D	CURVED WASHER	2	S4125
EK	LOCKNUT 5/8"	2	S4140

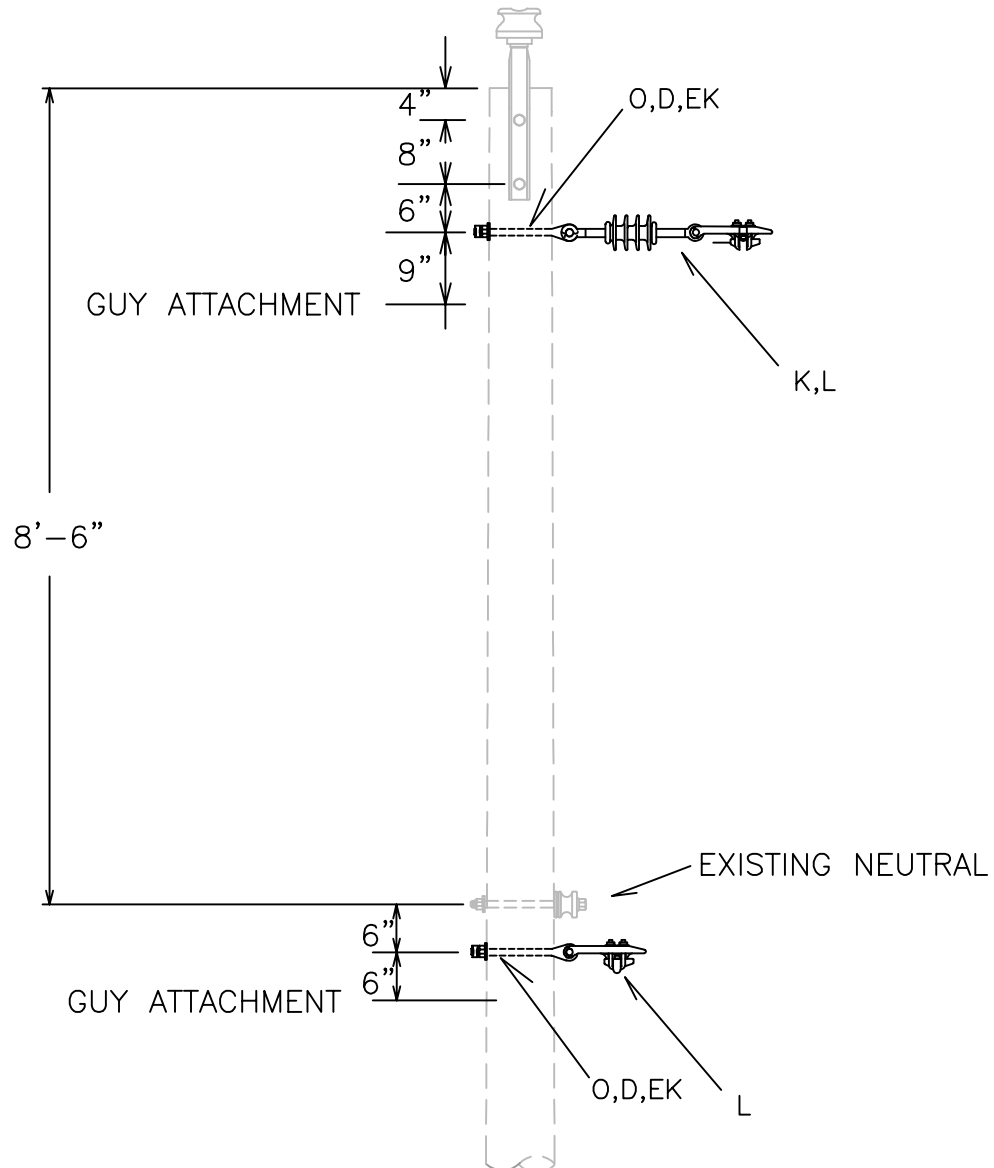
## SINGLE PHASE DEADEND



UNIT NO.

A5

ISSUE DATE: 7/20/2021  
141



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	2	
L	DEADEND SHOE, SMALL	2	S4380
K	INSULATOR, SUSP'N POLY	2	S4205
D	CURVED WASHER	2	S4125
EK	LOCKNUT 5/8"	2	S4140

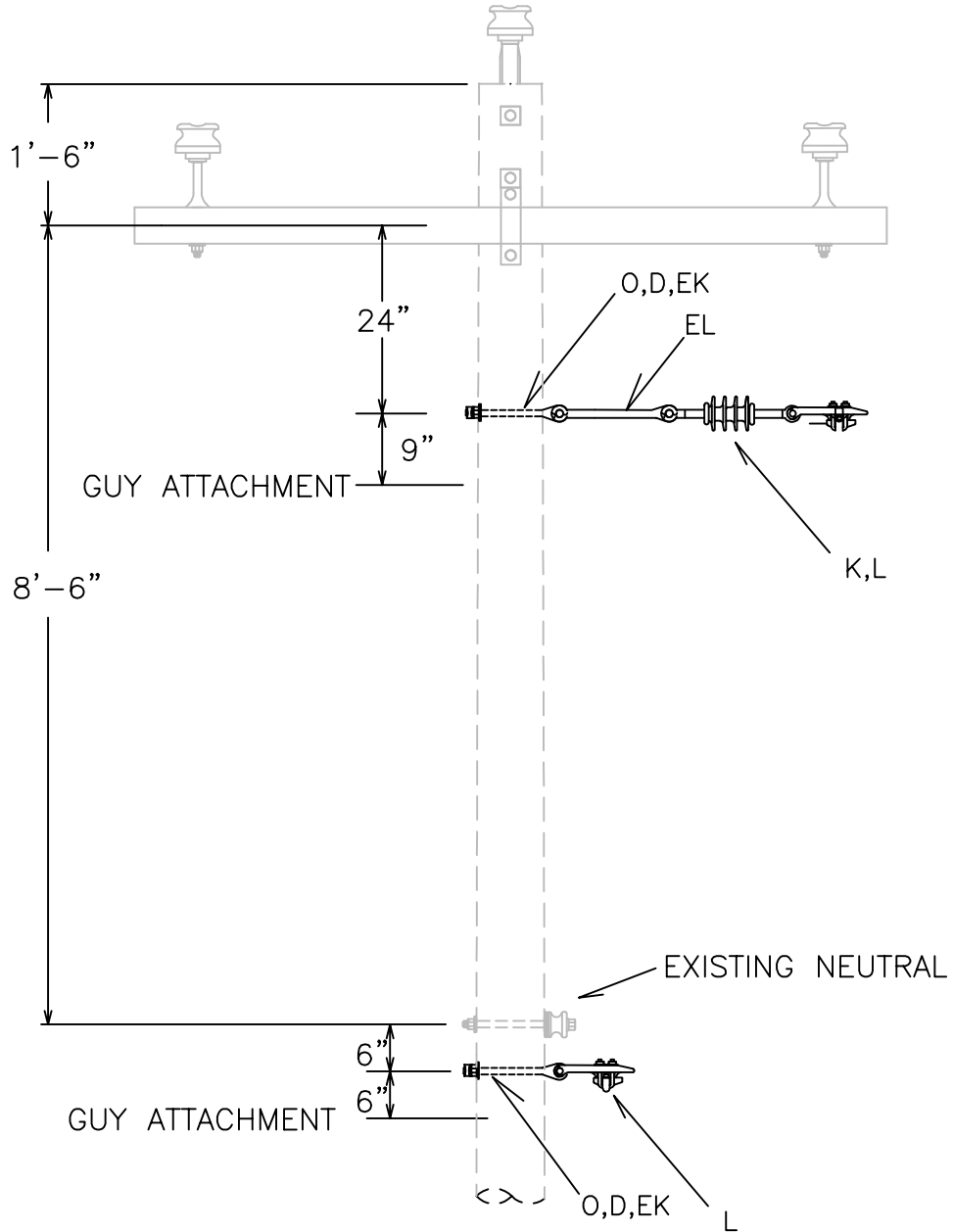
## SINGLE PHASE TAP



UNIT NO.

A5-1

ISSUE DATE: 7/20/2021



NOTE:

A5-2 ASSEMBLY MAY BE USED WITH  
B1,B1-1,B7,C1,C1-2,C1-3,  
C2-1, AND C2-2

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	2	
L	DEADEND SHOE, SMALL	2	S4380
K	INSULATOR, SUSP'N POLY	1	S4205
D	CURVED WASHER	2	S4125
EL	EXTENSION LINK	1	
EK	LOCKNUT 5/8"	2	S4140

# SINGLE PHASE TAP

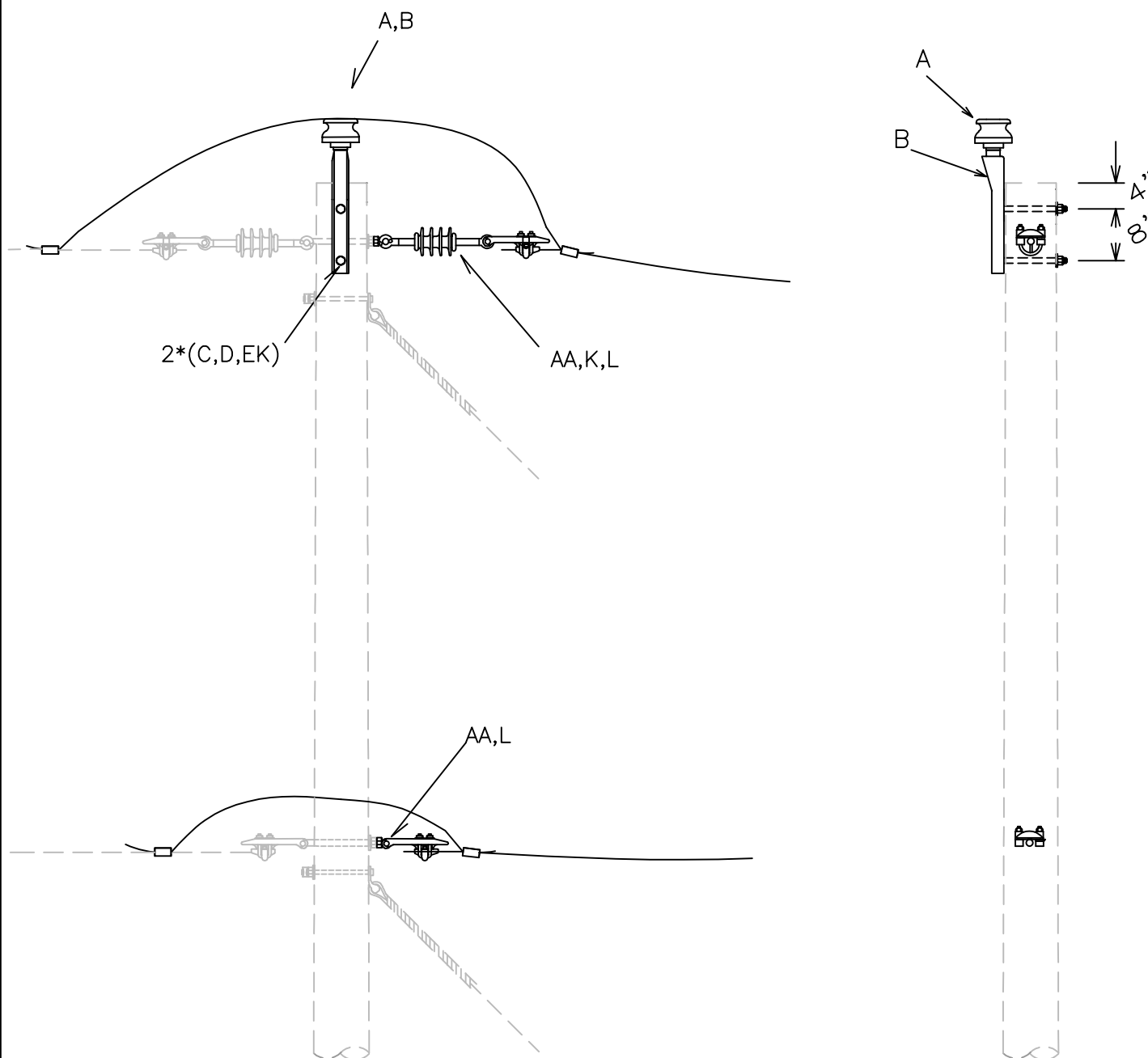


UNIT NO.

A5-2

215

ISSUE DATE: 7/20/2021



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
C	5/8" MACHINE BOLT	2	
A	PIN TYPE INSULATOR	1	S4235
K	INSULATOR, SUSP'N POLY	1	S4205
B	RIDGE PIN	1	S4240
L	DE SHOE, SMALL	2	S4380
D	CURVED WASHER	2	S4125
AA	5/8" OVAL EYE NUT	2	S4137
EK	LOCKNUT 5/8"	2	S4140

# SINGLE PHASE TAP FROM SGL PHS DE

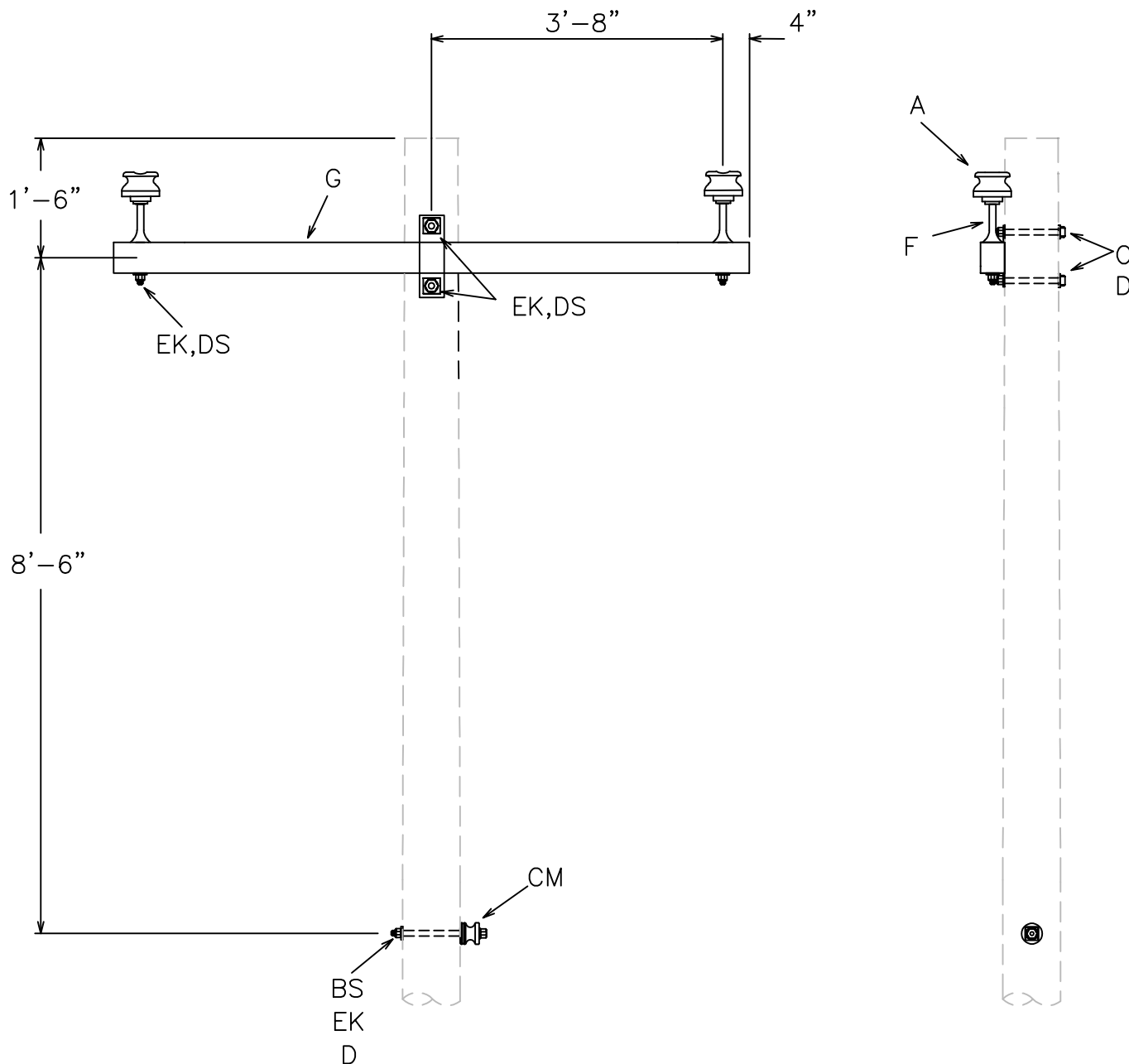


UNIT NO.

A5-3

216

ISSUE DATE: 7/20/2021  
144



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
C	5/8" MACHINE BOLT	2	
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
G	8' FIBERGLASS CROSSARM	1	S5600
A	PIN TYPE INSULATOR	2	S4235
F	CROSSARM PIN LONG SHANK	2	S4236
D	CURVED WASHER	3	S4125
DS	SQUARE WASHER	4	S4120
EK	LOCKNUT 5/8"	3	S4140

## V-PHASE XARM

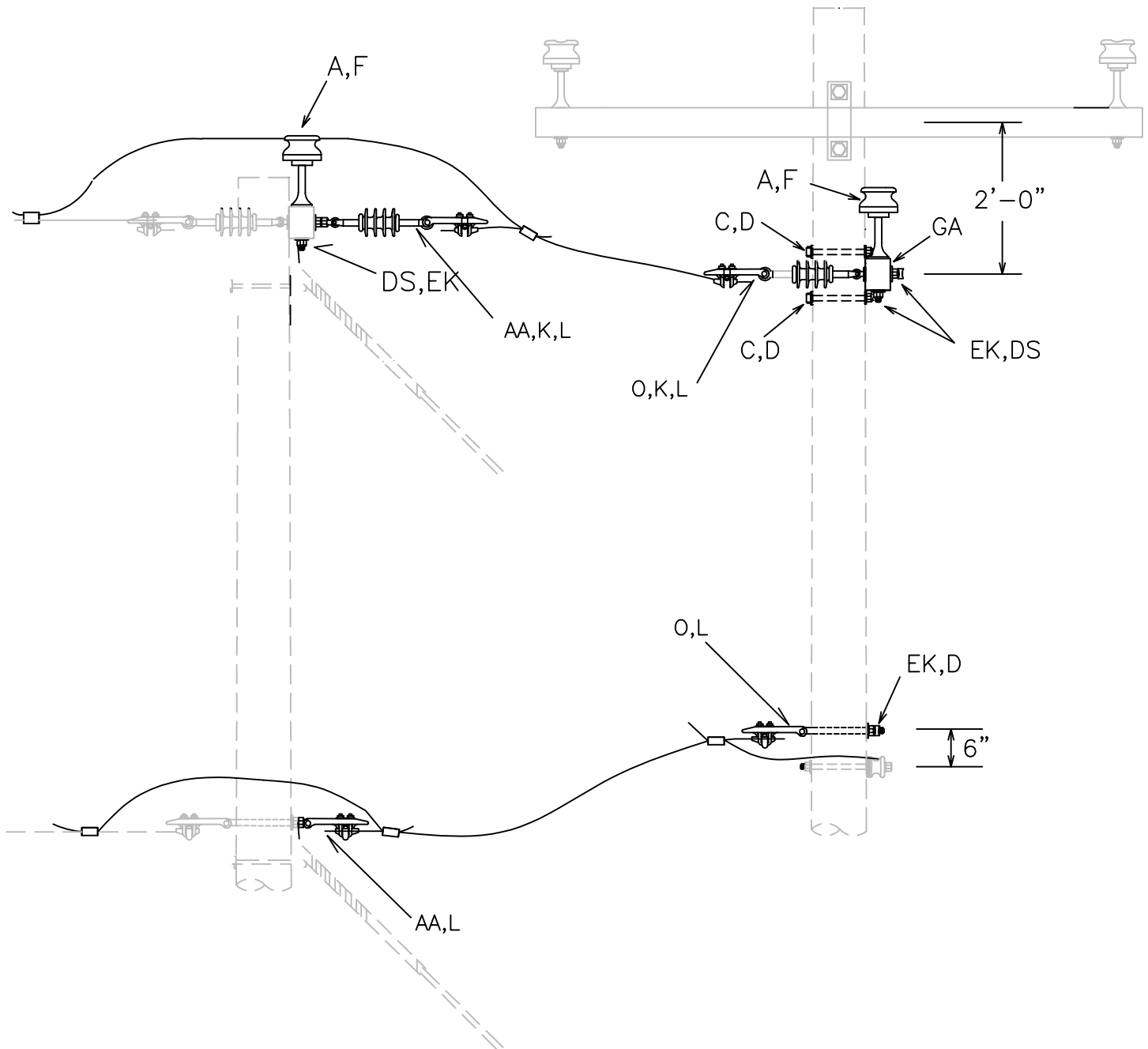
0° TO 5°



UNIT NO.

B1

ISSUE DATE: 7/20/2021



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	1	
C	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	4	S4205
GA	8' FIBERGLASS XARM DE	1	S5500
A	PIN TYPE INSULATOR	3	S4235
F	CROSSARM PIN LONG SHANK	3	S4236
D	CURVED WASHER	3	S4125
L	DEADEND SHOE, SMALL	6	S4380
AA	5/8" OVAL EYE NUT	3	S4137
DS	SQUARE WASHER	6	S4120
EK	LOCKNUT 5/8"	6	S4140

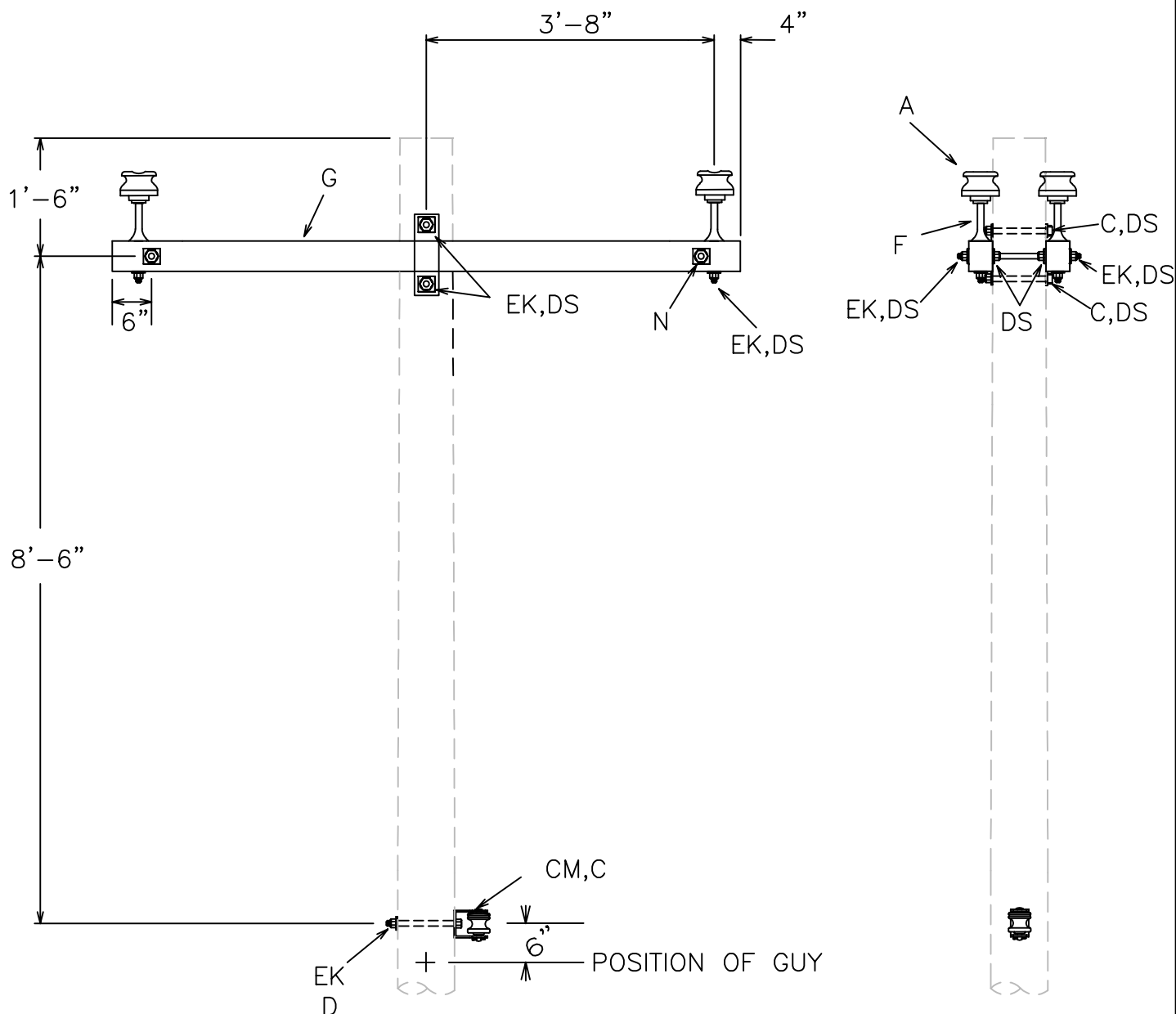
## V-PHASE SLACK SPAN TAP



UNIT NO.

# B1 SLACK

ISSUE DATE: 7/20/2021



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
DA	CLEVIS, SQUARE D	1	S4150
N	5/8" DOUBLE ARMING BOLT	2	
C	5/8" MACHINE BOLT	3	
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
G	8' FIBERGLASS CROSSARM	2	S4600
A	PIN TYPE INSULATOR	4	S4235
F	CROSSARM PIN LONG SHANK	4	S4236
D	CURVED WASHER	1	S4125
DS	SQUARE WASHER	16	S4120
EK	LOCKNUT 5/8"	9	S4140

# V-PHASE XARM DOUBLE SUPPORT

5° TO 30°

UNIT NO.

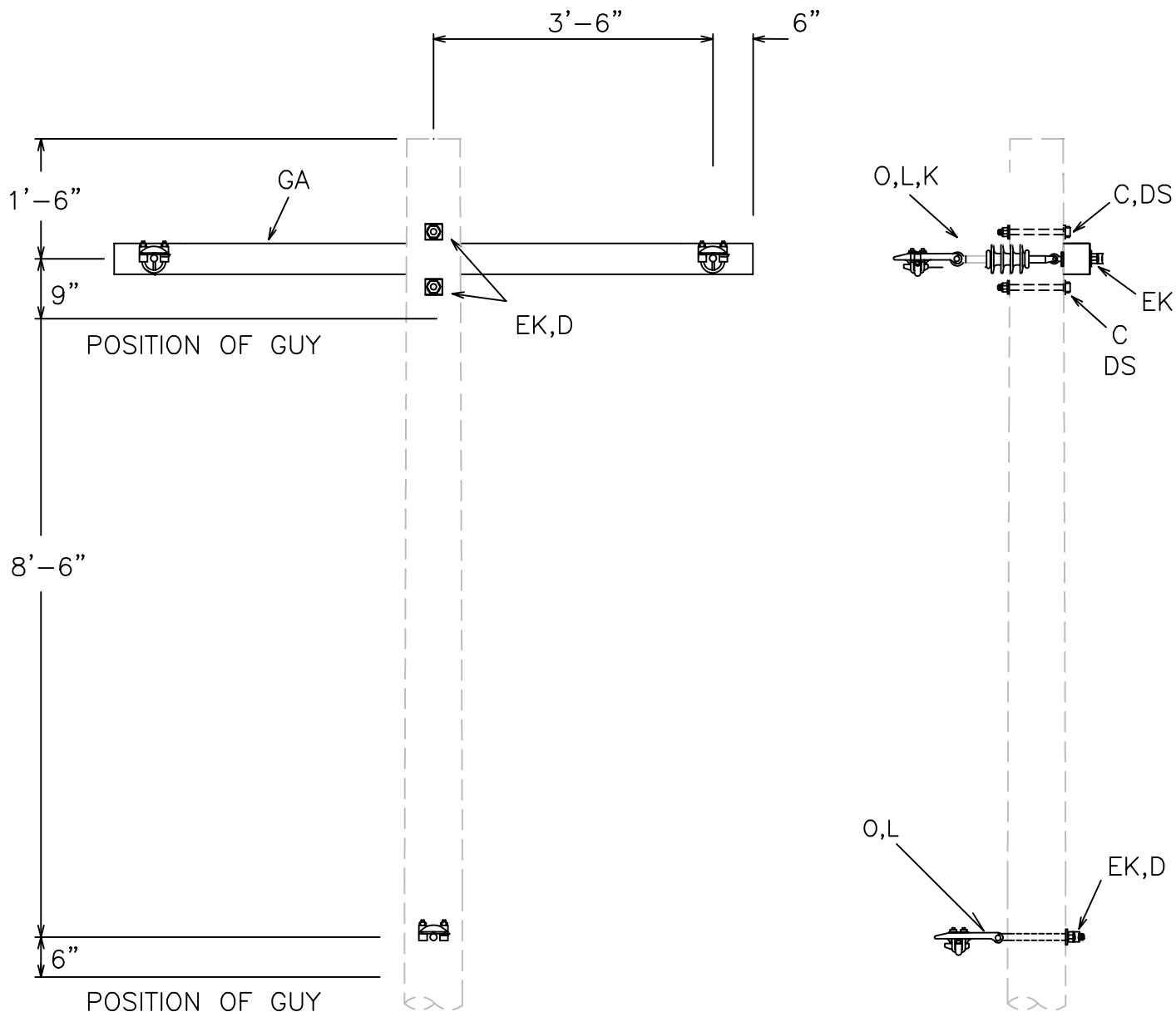
B2

219

ISSUE DATE: 7/20/2021

147





NOTE:

CONDUCTOR SIZE SHOULD  
BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	1	
C	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	2	S4205
GA	8' FIBERGLASS XARM DE	1	S5000
L	DEADEND SHOE, SMALL	3	S4380
D	CURVED WASHER	5	S4125
DS	SQUARE WASHER	2	S4120
EK	LOCKNUT 5/8"	5	S4140

## V-PHASE XARM DEADEND

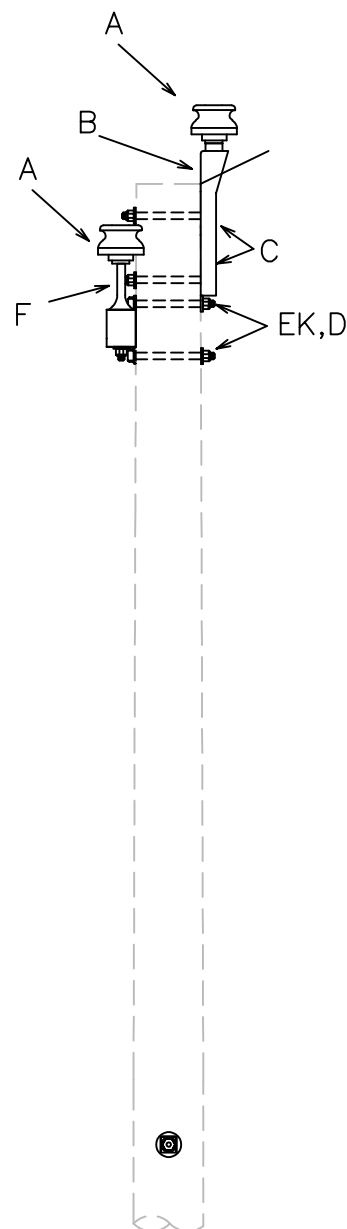
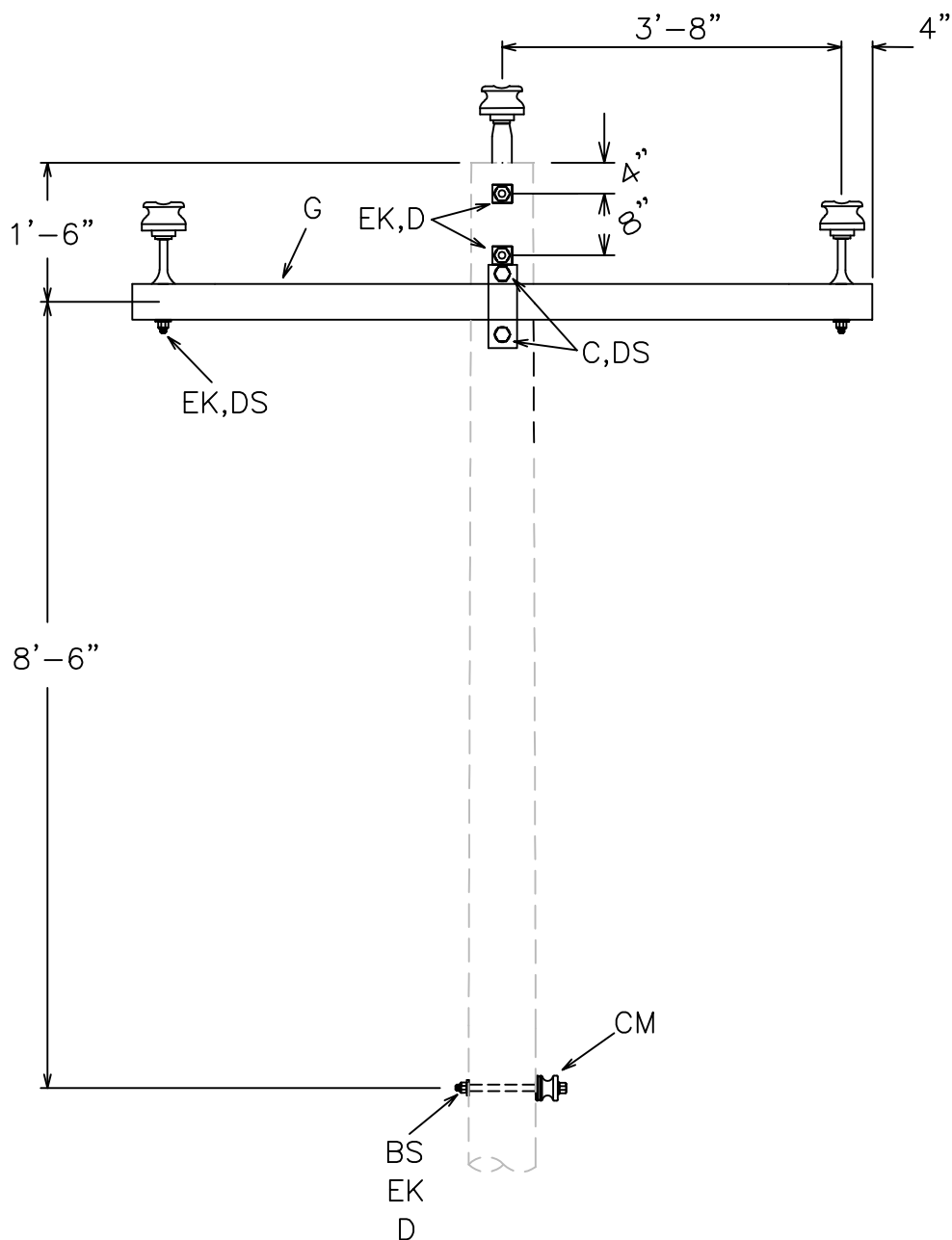


UNIT NO.

B7

ISSUE DATE: 7/20/2021





NOTE:

CONDUCTOR SIZE SHOULD  
BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
C	5/8" MACHINE BOLT	4	
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
G	8' FIBERGLASS CROSSARM	1	S5600
A	PIN TYPE INSULATOR	3	S4235
F	CROSSARM PIN LONG SHANK	2	S4236
B	RIDGE PIN	1	S4240
D	CURVED WASHER	3	S4125
DS	SQUARE WASHER	4	S4120
EK	LOCKNUT 5/8"	3	S4140

3-PHASE XARM

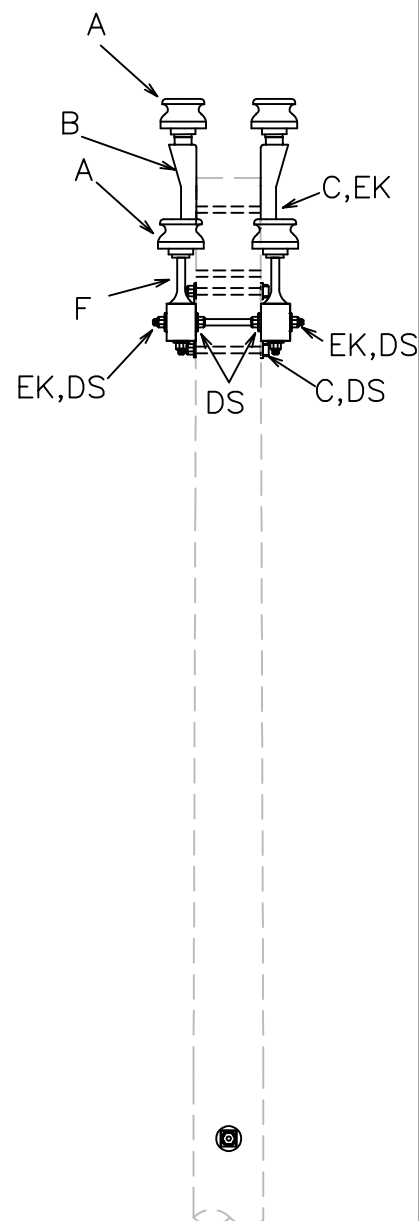
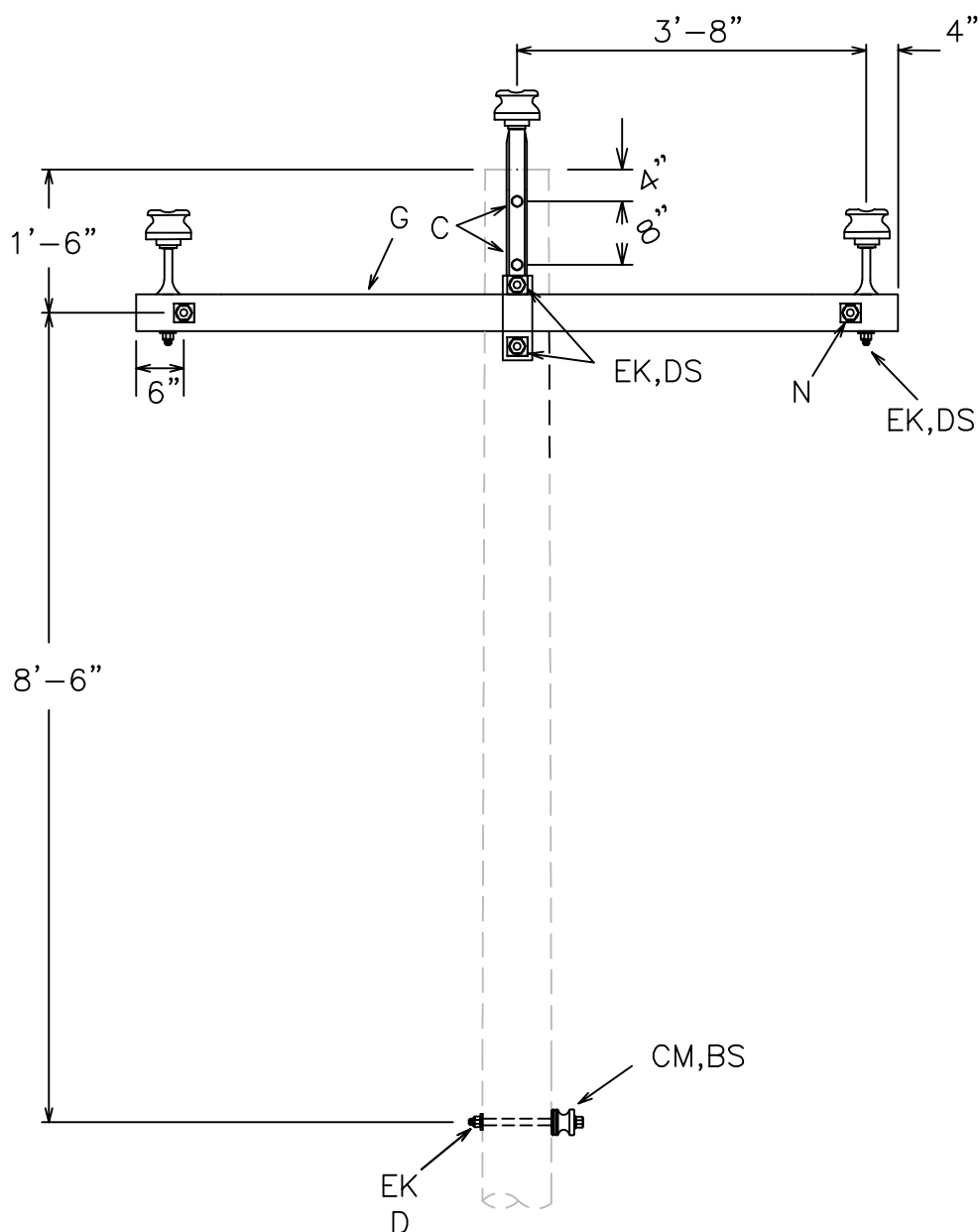
0° TO 5°



UNIT NO.

C1

ISSUE DATE: 7/20/2021



## NOTE:

CONDUCTOR SIZE SHOULD  
BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
N	5/8" DOUBLE ARMING BOLT	2	
B	RIDGE PIN	2	S4240
C	5/8" MACHINE BOLT	3	
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
G	8' FIBERGLASS CROSSARM	2	S5600
A	PIN TYPE INSULATOR	6	S4235
F	CROSSARM PIN LONG SHANK	4	S4236
D	CURVED WASHER	1	S4125
DS	SQUARE WASHER	16	S4120
EK	LOCKNUT 5/8"	9	S4140

## 3-PHASE XARM DOUBLE SUPPORT

0° TO 5°

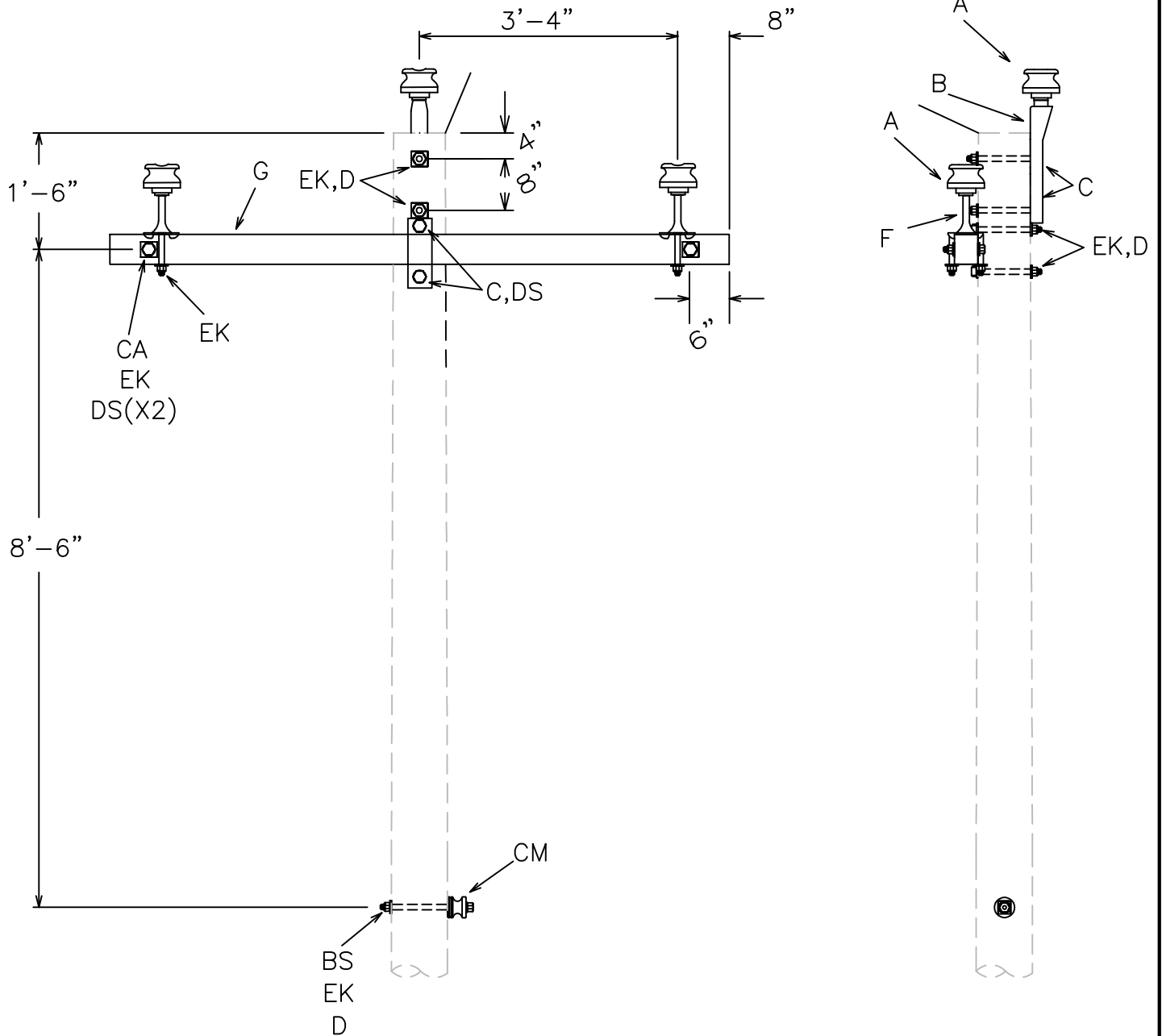


UNIT NO.

C1-1

222

ISSUE DATE: 7/20/2021  
150



NOTE:

FOR 4/0 CONDUCTOR  
SIZE AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
C	5/8" MACHINE BOLT	4	
CA	1/2" MACHINE BOLT 7"	2	S4002
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
G	8' FIBERGLASS CROSSARM	1	S5600
A	PIN TYPE INSULATOR	3	S4235
FF	PIN CROSSARM SADDLE	2	S4237
B	RIDGE PIN	1	S4240
D	CURVED WASHER	5	S4125
DS	SQUARE WASHER	6	S4120
EK	LOCKNUT 5/8"	10	S4140

3-PHASE XARM

0° TO 5°

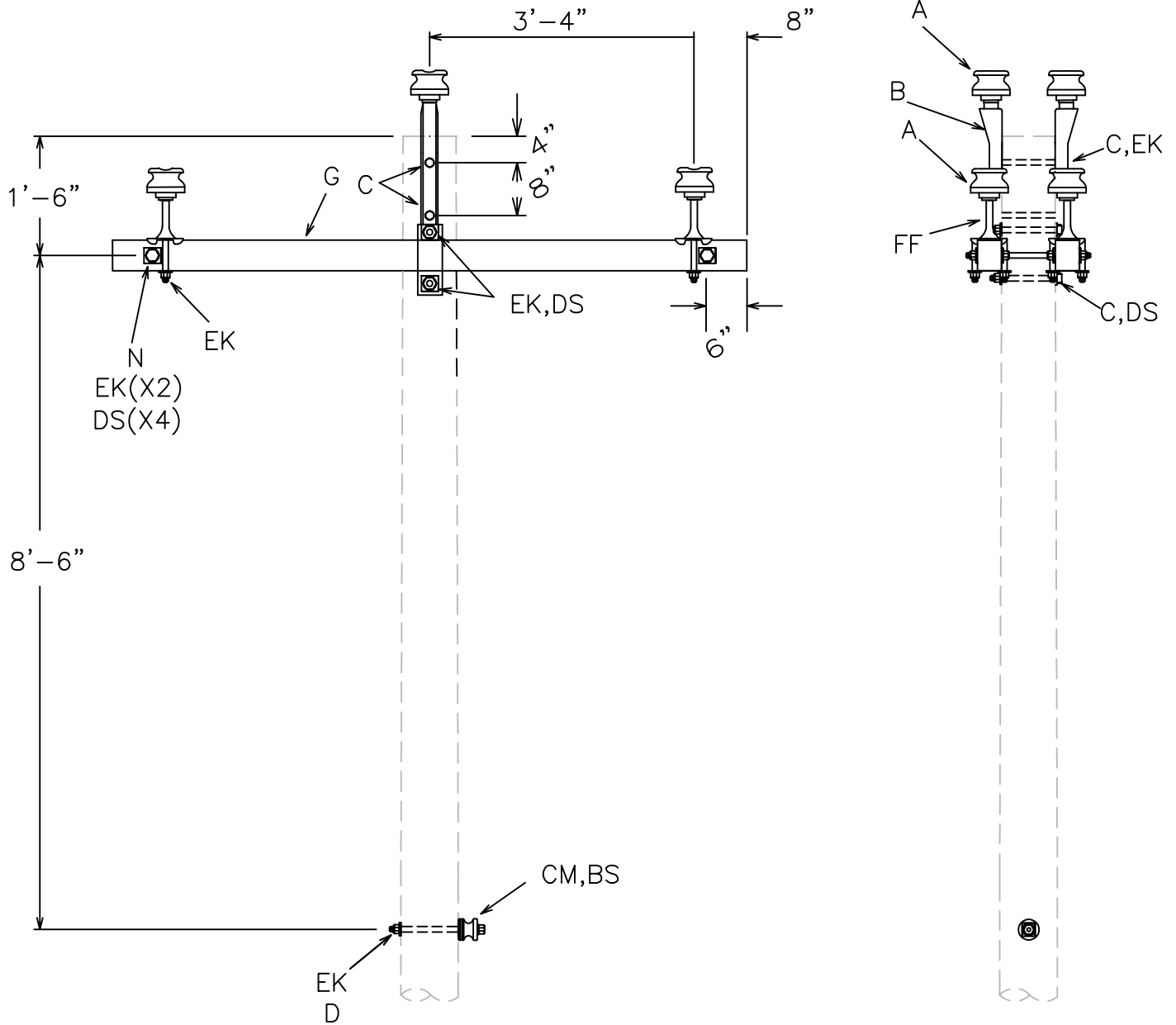


UNIT NO.

C1-2

223

ISSUE DATE: 7/20/2021  
151



NOTE:

FOR 4/0 CONDUCTOR  
SIZE AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
N	5/8" DOUBLE ARMING BOLT	2	
B	RIDGE PIN	2	S4240
C	5/8" MACHINE BOLT	3	
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
G	8' FIBERGLASS CROSSARM	2	S5600
A	PIN TYPE INSULATOR	6	S4235
FF	PIN CROSSARM SADDLE	4	S4237
D	CURVED WASHER	1	S4125
DS	SQUARE WASHER	12	S4120
EK	LOCKNUT 5/8"	13	S4140

3-PHASE XARM  
DOUBLE SUPPORT  
0° TO 5°

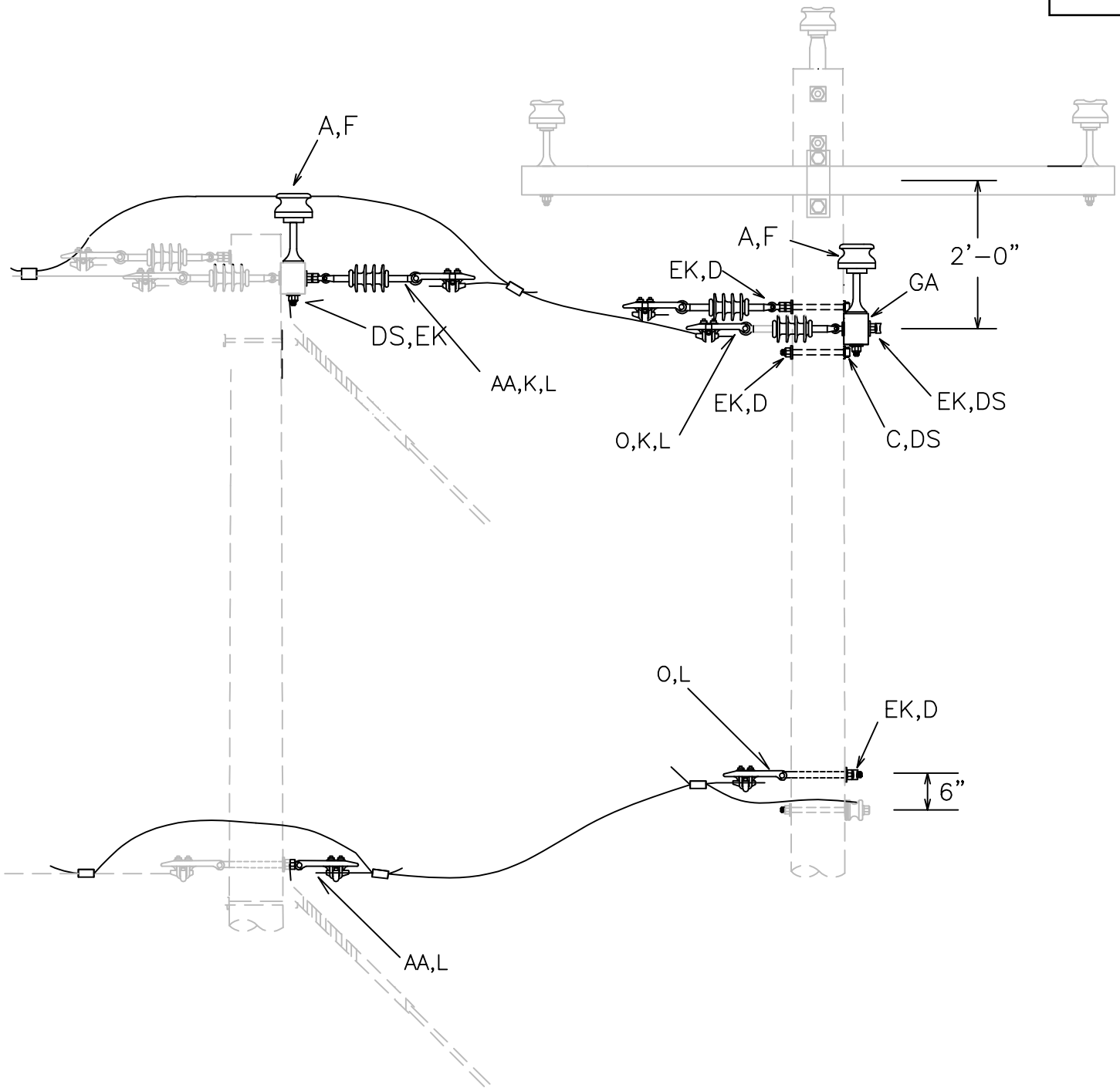


UNIT NO.

C1-3

224

ISSUE DATE: 7/20/2021  
152



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	1	
C	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	6	S4205
GA	8' FIBERGLASS XARM DE	1	S5000
A	PIN TYPE INSULATOR	5	S4235
F	CROSSARM PIN LONG SHANK	5	S4236
D	CURVED WASHER	3	S4125
L	DEADEND SHOE, SMALL	8	S4380
AA	5/8" OVAL EYE NUT	3	S4137
DS	SQUARE WASHER	6	S4120
EK	LOCKNUT 5/8"	6	S4140

## 3-PHASE SLACK SPAN TAP

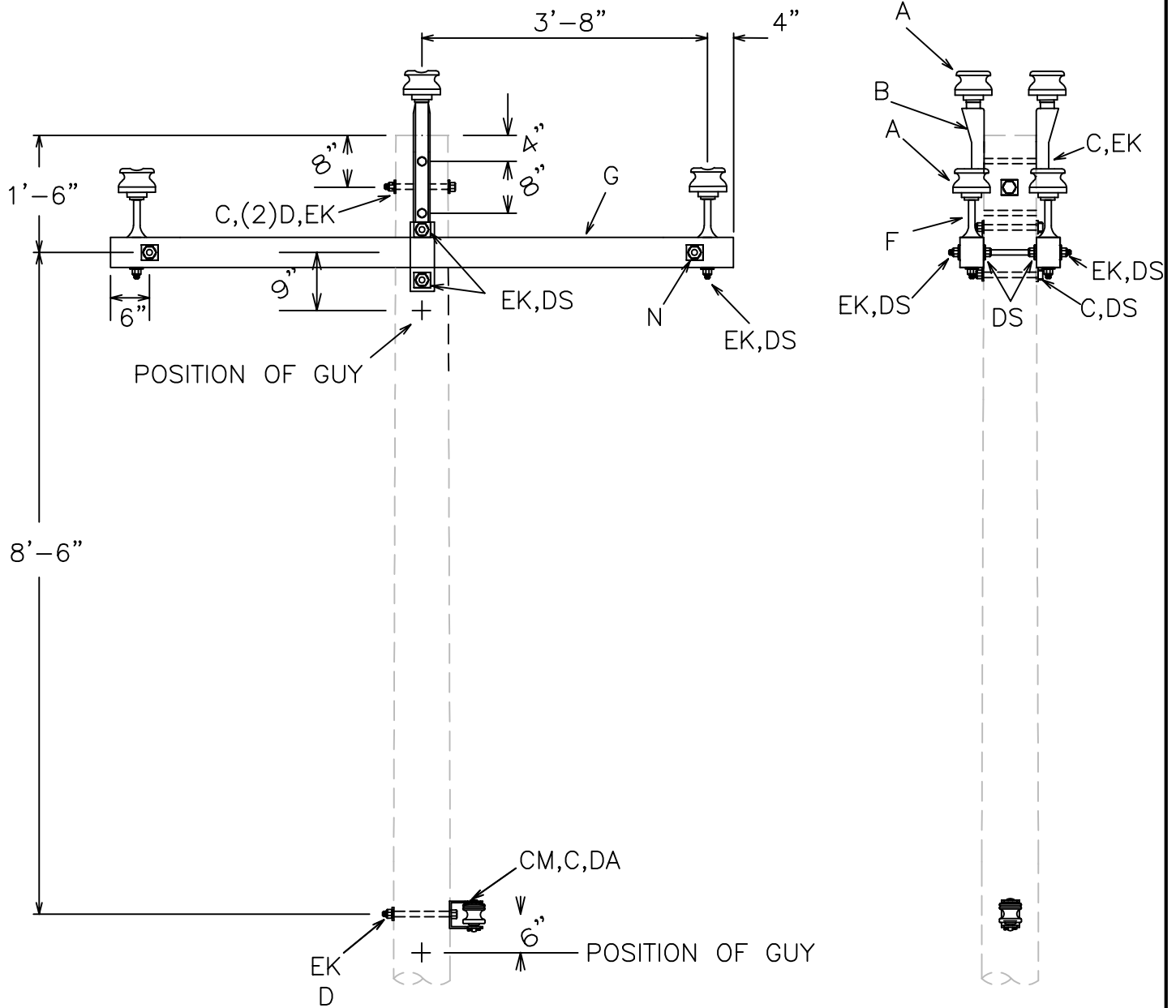


UNIT NO.

C1  
SLACK

225

ISSUE DATE: 7/20/2021  
153



## NOTE:

CONDUCTOR SIZE SHOULD  
BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
DA	CLEVIS, SQUARE D	1	S4150
N	5/8" DOUBLE ARMING BOLT	2	
B	RIDGE PIN	2	S4240
C	5/8" MACHINE BOLT	6	
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
G	8' FIBERGLASS CROSSARM	2	S5600
A	PIN TYPE INSULATOR	6	S4235
F	CROSSARM PIN LONG SHANK	4	S4236
D	CURVED WASHER	3	S4125
DS	SQUARE WASHER	16	S4120
EK	LOCKNUT 5/8"	14	S4140

## 3-PHASE XARM DOUBLE SUPPORT

5° TO 30°

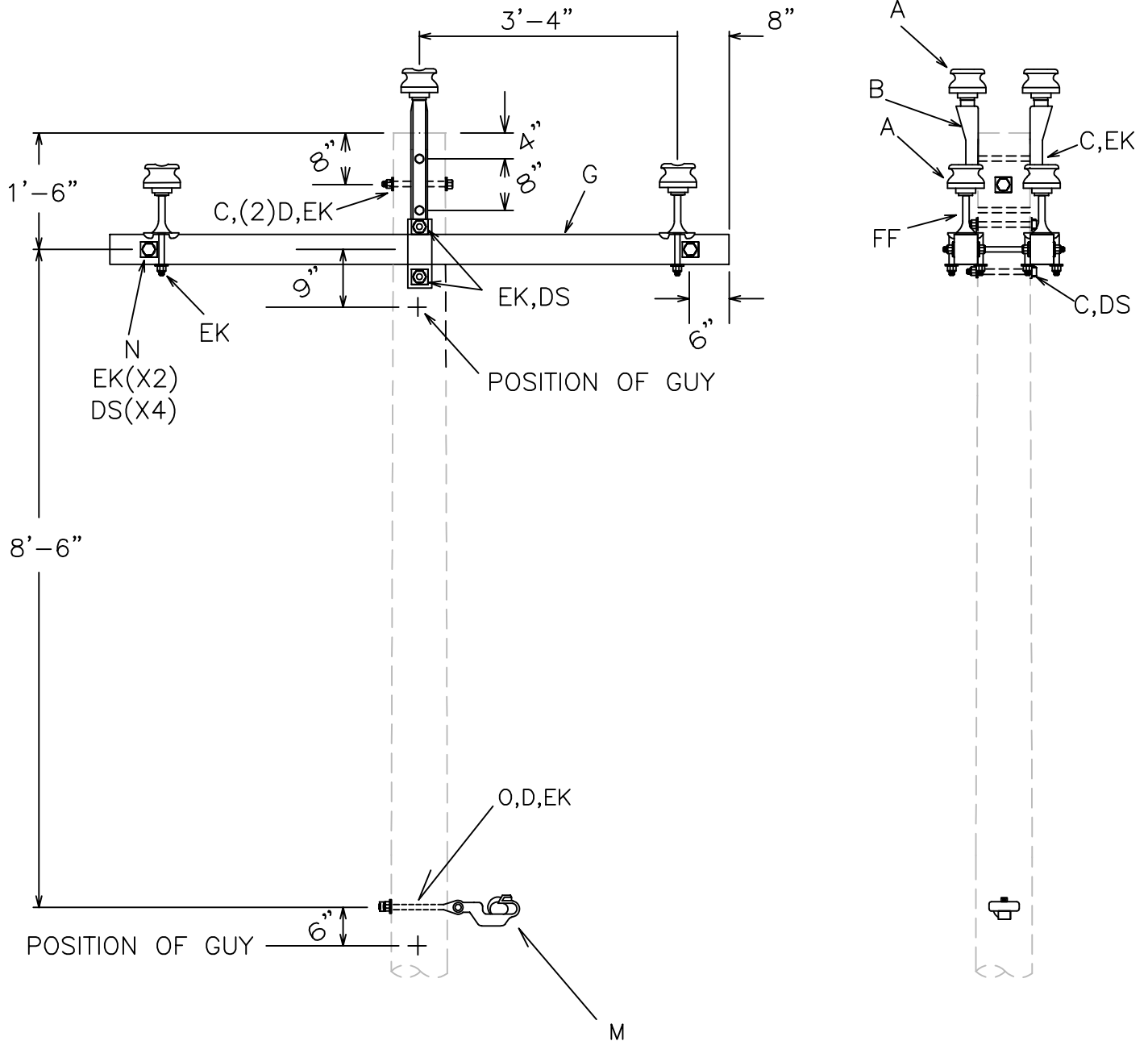


UNIT NO.

C2

226

ISSUE DATE: 7/20/2021  
154



NOTE:

FOR 4/0 CONDUCTOR  
SIZE AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	1	
N	5/8" DOUBLE ARMING BOLT	2	
B	RIDGE PIN	2	S4240
C	5/8" MACHINE BOLT	5	
M	CLAMP, ANGLE SHOE, SMALL	1	S4387
G	8' FIBERGLASS CROSSARM	2	S5600
A	PIN TYPE INSULATOR	6	S4235
FF	PIN CROSSARM SADDLE	4	S4237
D	CURVED WASHER	1	S4125
DS	SQUARE WASHER	12	S4120
EK	LOCKNUT 5/8"	13	S4140

## 3-PHASE XARM DOUBLE SUPPORT

5° TO 30°

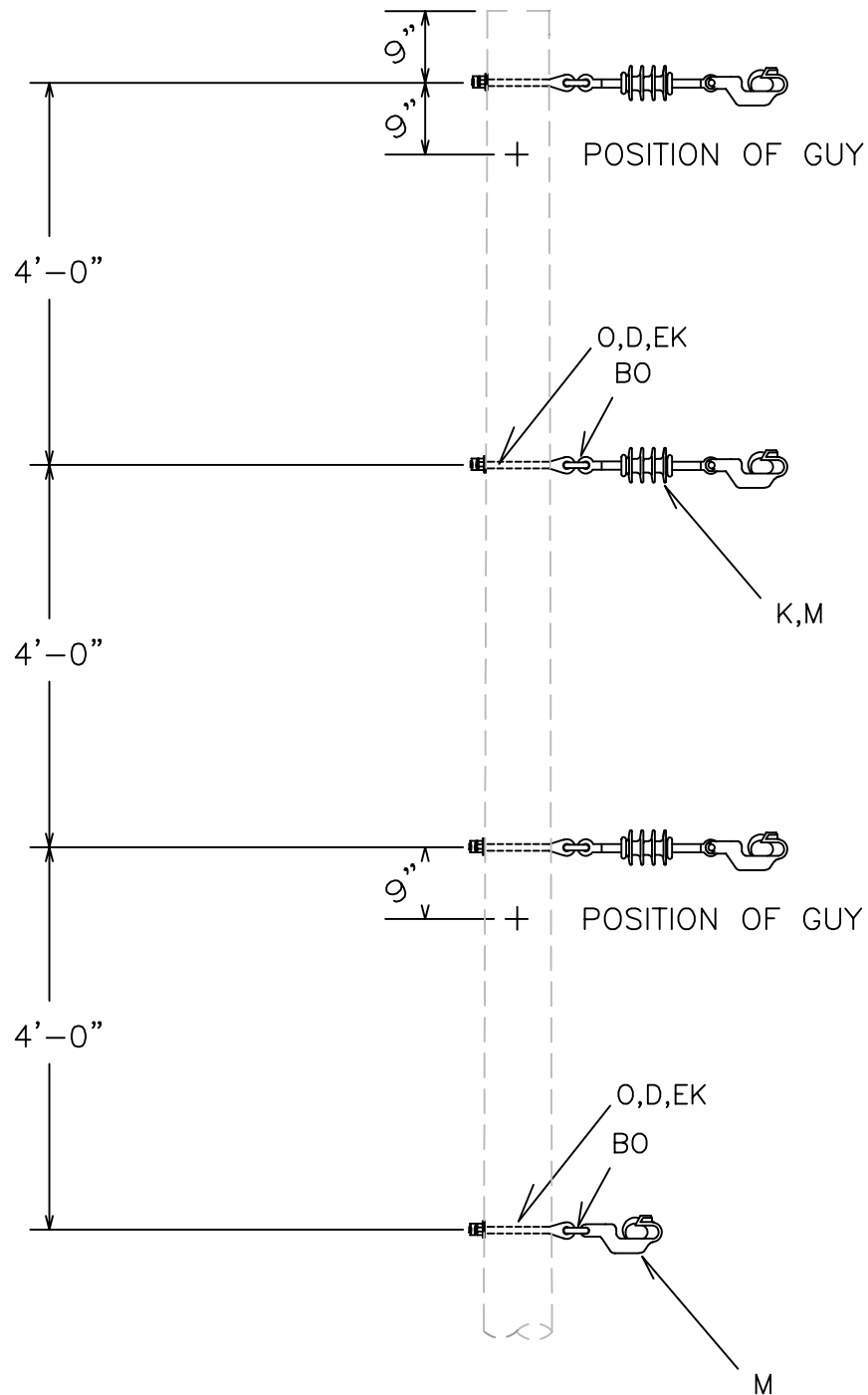


UNIT NO.

C2-2

227

ISSUE DATE: 7/20/2021  
155



NOTE:

CONDUCTOR SIZE SHOULD  
BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	4	
M	CLAMP, ANGLE SHOE, SMALL	4	S4387
K	INSULATOR, SUSP'N POLY	3	S4205
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	4	S4140
BO	ANCHOR SHACKLE 1/2"	4	

## 3-PHASE VERTICAL

30° TO 60°



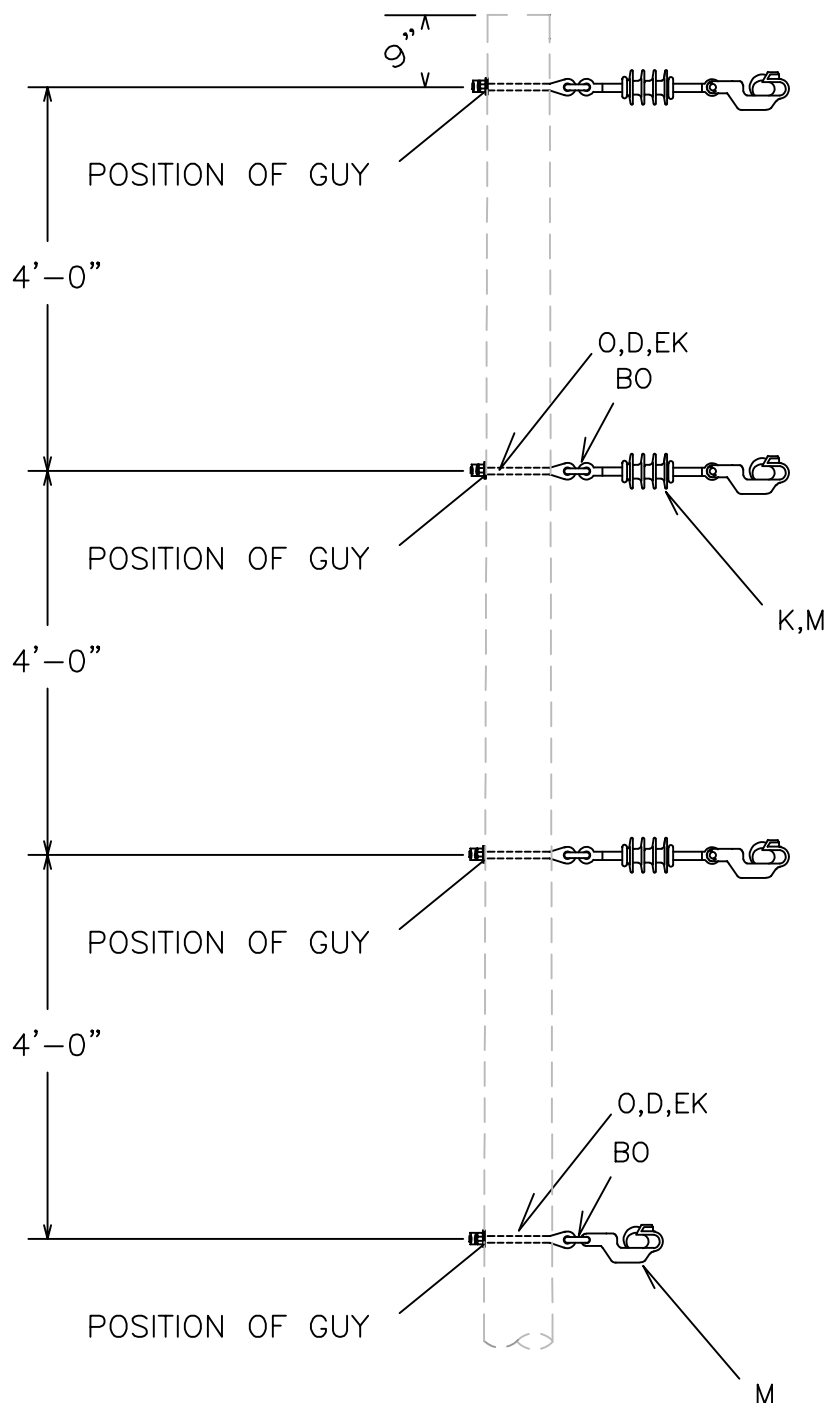
UNIT NO.

C3

228

ISSUE DATE: 7/20/2021  
156





NOTE:

CONDUCTOR SIZE SHOULD  
BE 4/0 AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	4	
M	CLAMP, ANGLE SHOE, SMALL	4	S4387
K	INSULATOR, SUSP'N POLY	3	S4205
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	4	S4140
BO	ANCHOR SHACKLE 1/2"	4	

## 3-PHASE VERTICAL

30° TO 60°

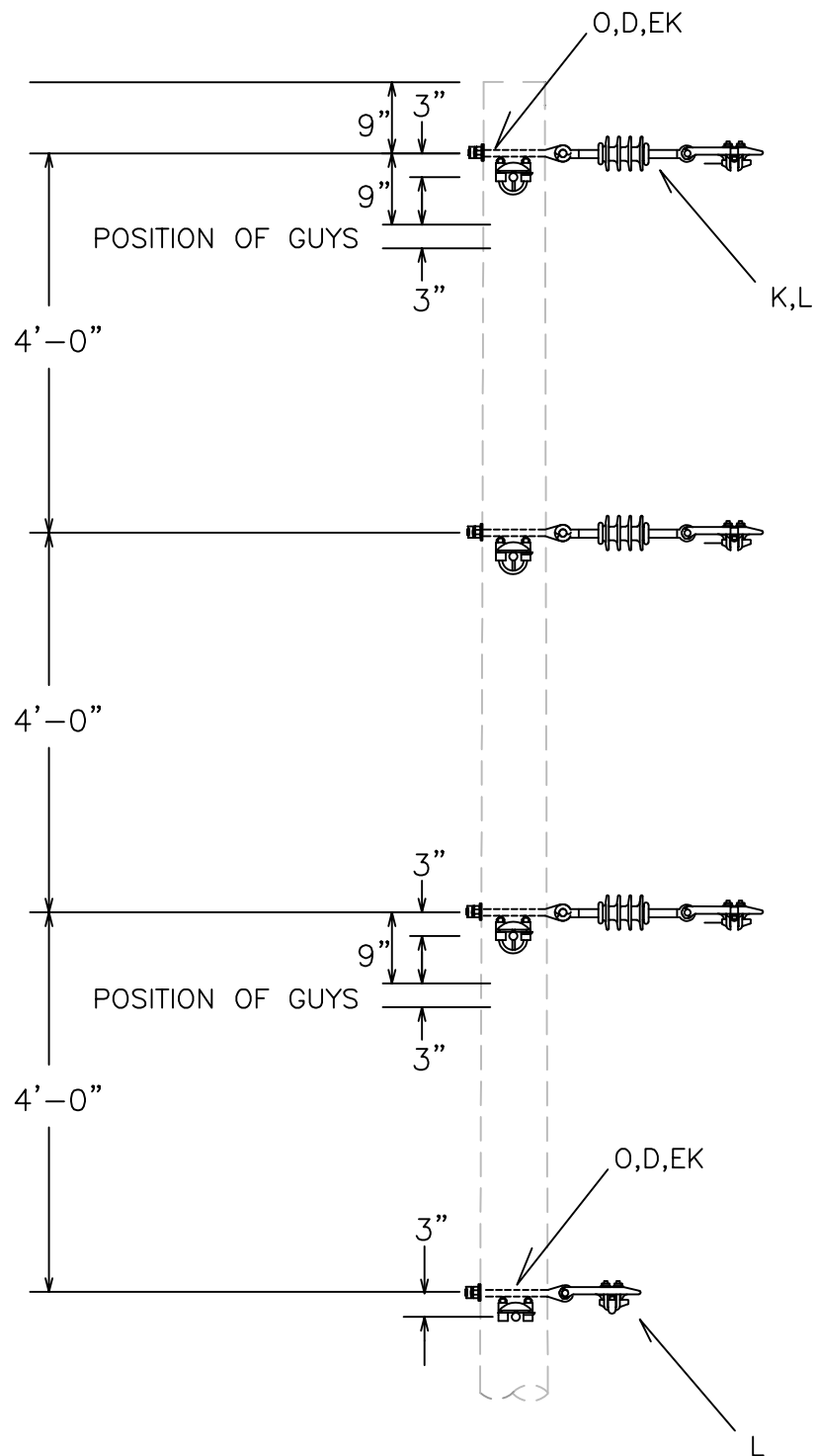


UNIT NO.

C3-1

229

ISSUE DATE: 7/20/2021



NOTE:

CONDUCTOR SIZE SHOULD  
BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	8	
L	DEADEND SHOE, SMALL	8	S4380
K	INSULATOR, SUSP'N POLY	6	S4205
D	CURVED WASHER	8	S4125
EK	LOCKNUT 5/8"	8	S4140

## 3-PHASE VERTICAL

60° TO 90°

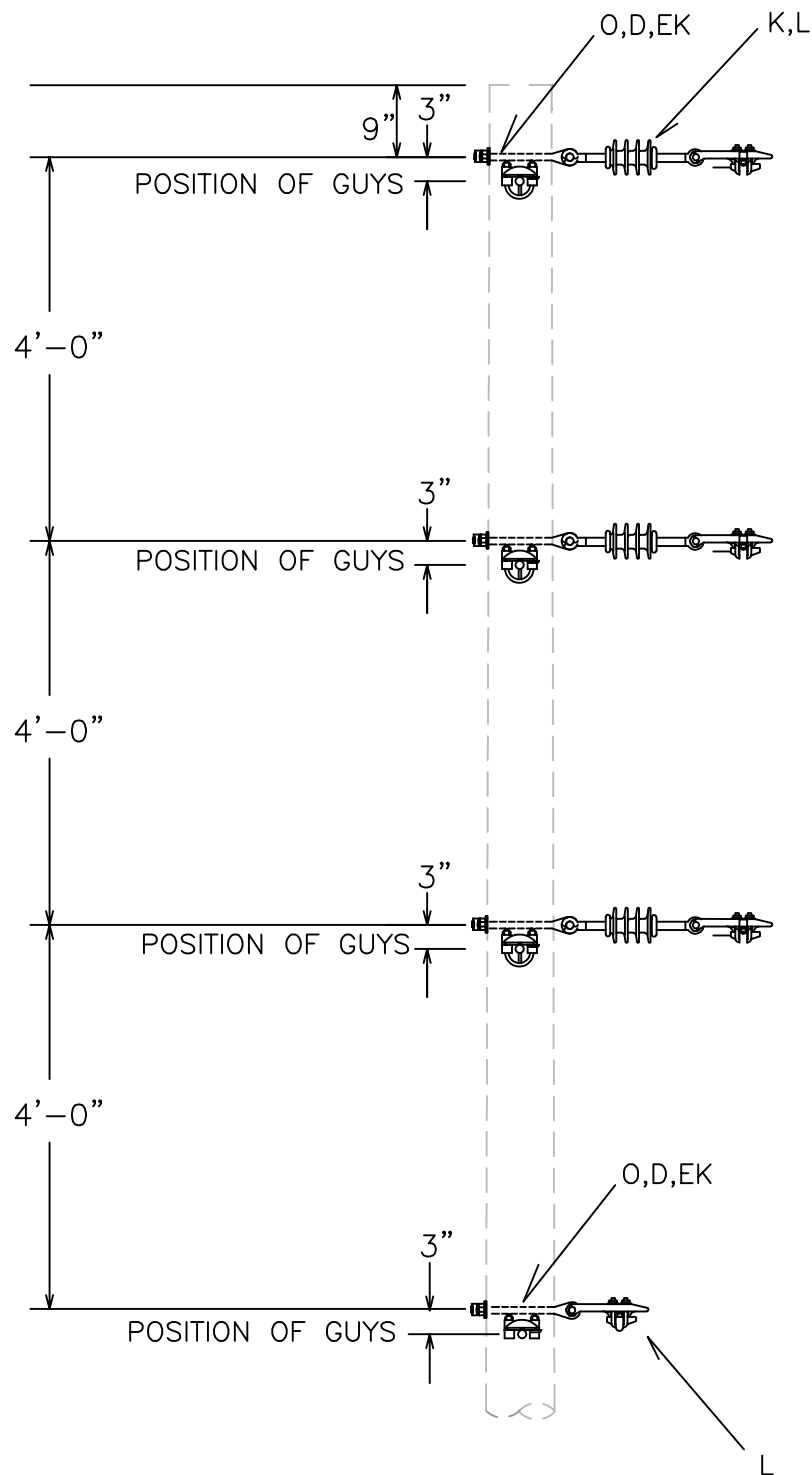


UNIT NO.

C4

230

ISSUE DATE: 7/20/2021  
158



NOTE:

FOR 4/0 CONDUCTOR SIZE  
AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	8	
L	DEADEND SHOE, LARGE	8	S4385
K	INSULATOR, SUSP'N POLY	6	S4205
D	CURVED WASHER	8	S4125
EK	LOCKNUT 5/8"	8	S4140

## 3-PHASE VERTICAL

60° TO 90°

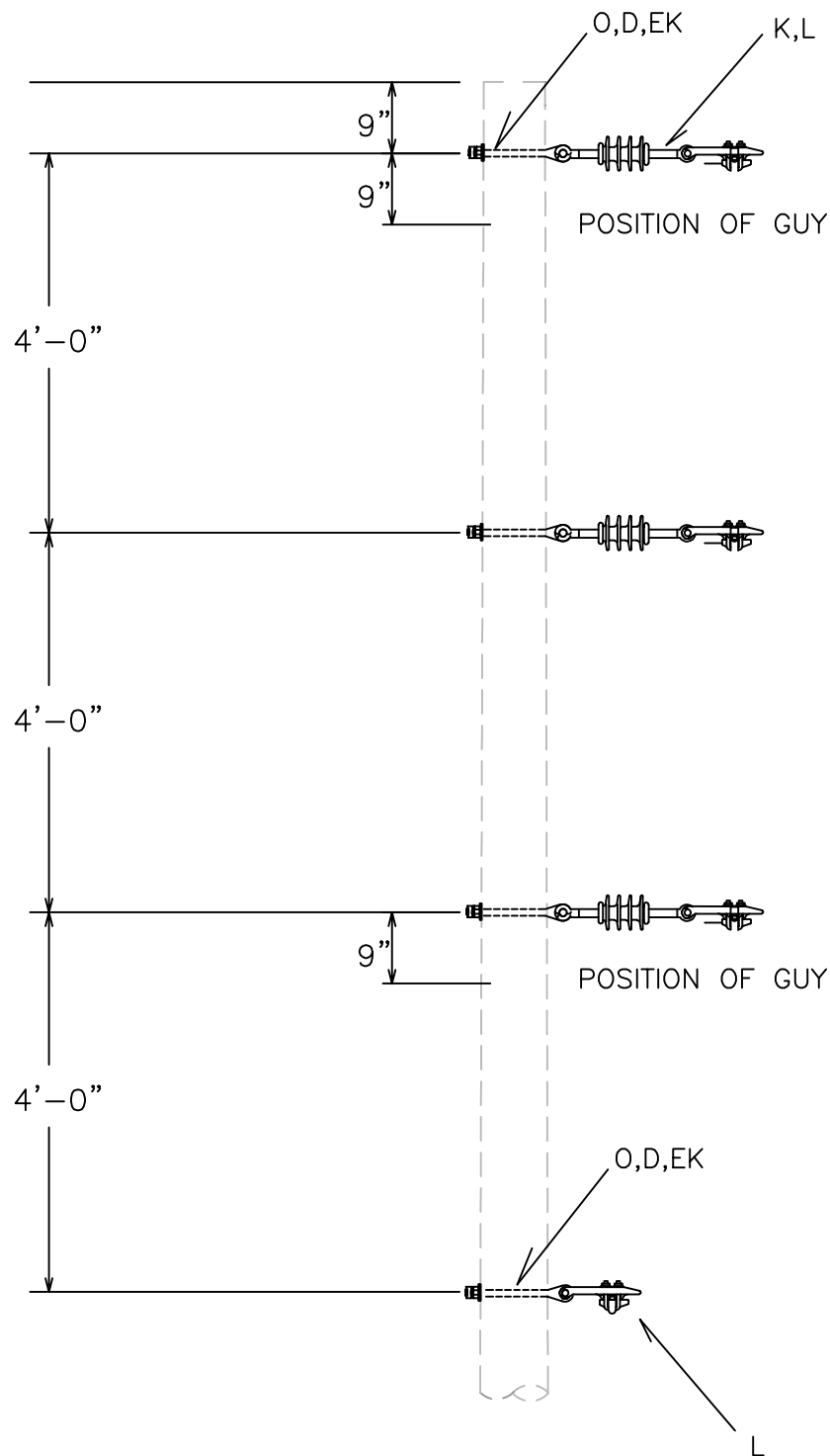


UNIT NO.

C4-1

231

ISSUE DATE: 7/20/2021  
159



NOTE:

CONDUCTOR SIZE SHOULD  
BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	4	
L	DEADEND SHOE, SMALL	4	S4380
K	INSULATOR, SUSP'N POLY	3	S4205
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	4	S4140

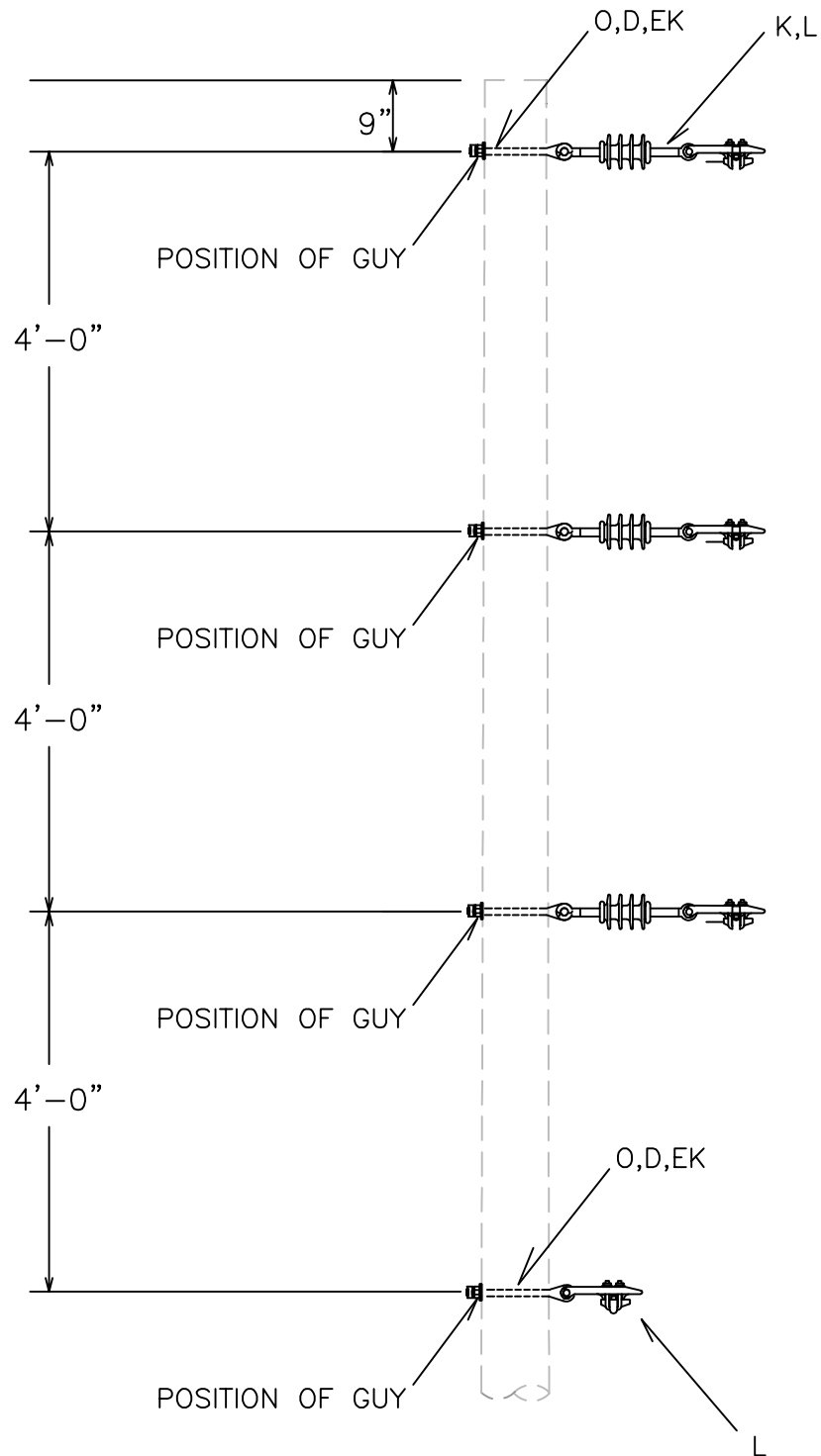
## 3-PHASE VERTICAL SINGLE DEADEND



UNIT NO.

C5

ISSUE DATE: 7/20/2021  
160



NOTE:  
FOR 4/0 CONDUCTOR SIZE  
AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	4	
L	DEADEND SHOE, LARGE	4	S4385
K	INSULATOR, SUSP'N POLY	3	S4205
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	4	S4140

## 3-PHASE VERTICAL SINGLE DEADEND

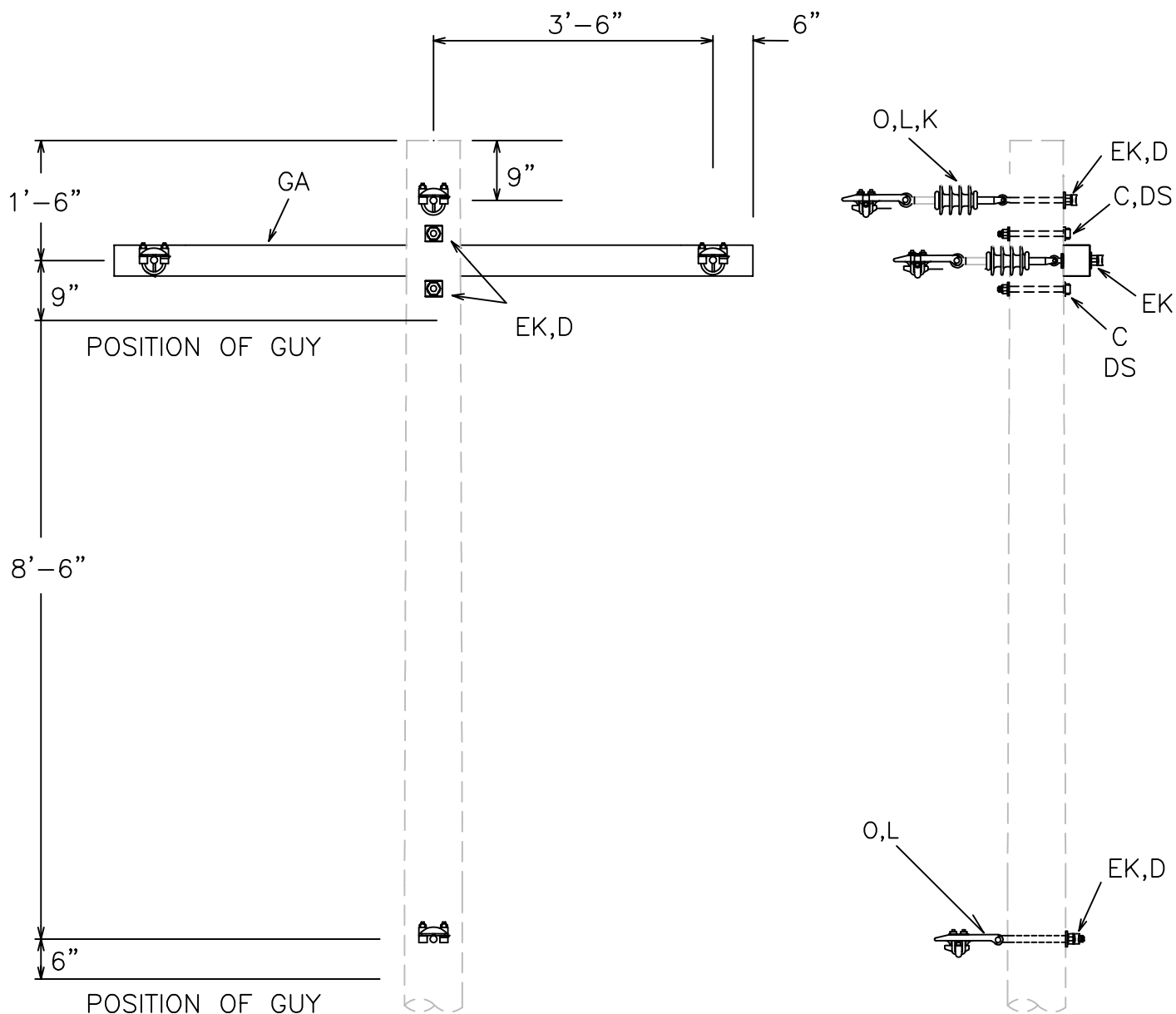


UNIT NO.

C5-1

233

ISSUE DATE: 7/20/2021  
161



NOTE:

CONDUCTOR SIZE SHOULD  
BE 1/0 MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	2	
C	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	3	S4205
GA	8' FIBERGLASS XARM DE	1	S5000
L	DEADEND SHOE, SMALL	4	S4380
D	CURVED WASHER	6	S4125
DS	SQUARE WASHER	2	S4120
EK	LOCKNUT 5/8"	6	S4140

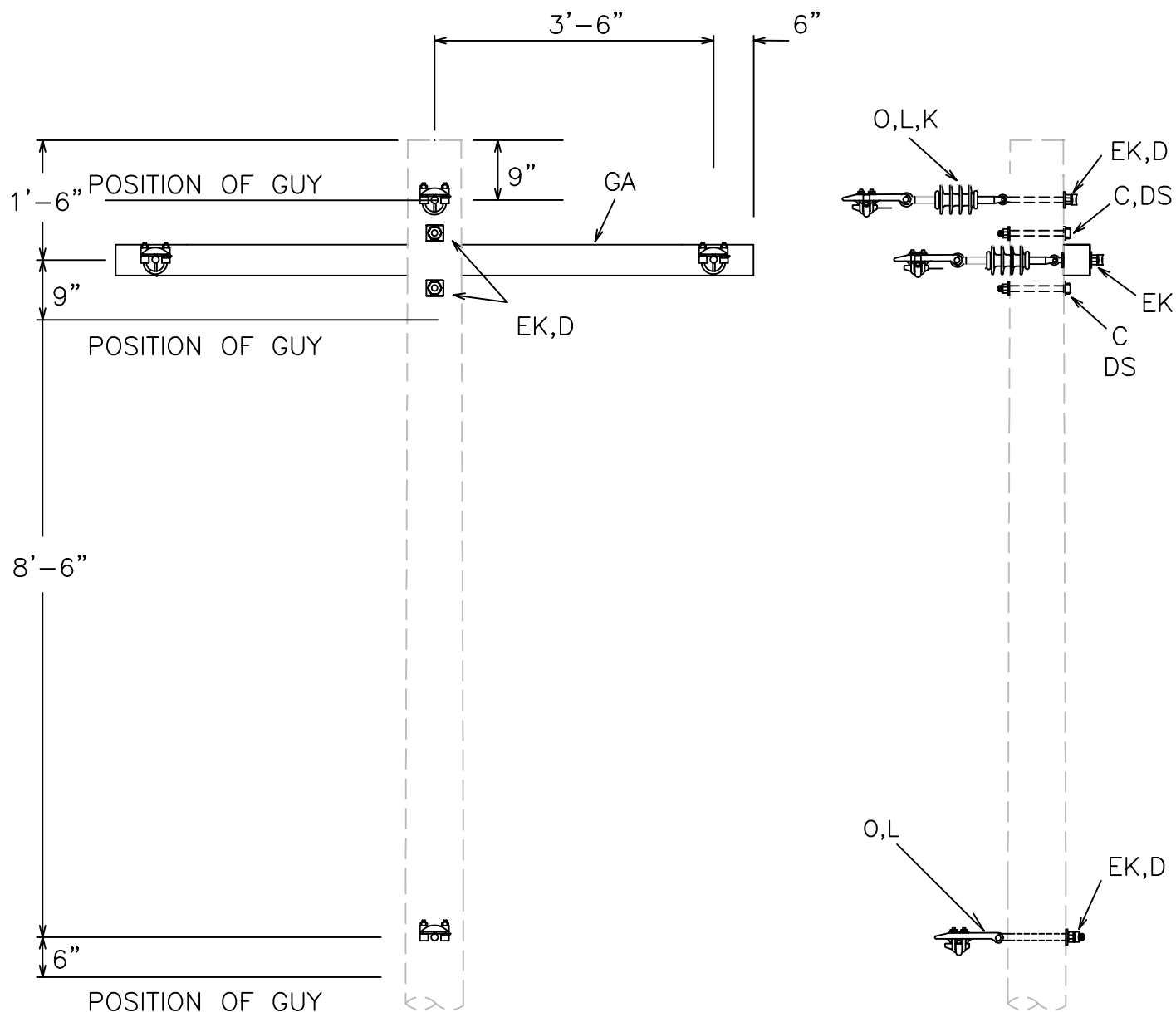
## 3-PHASE XARM DEADEND



UNIT NO.

C7

ISSUE DATE: 7/20/2021



NOTE:  
FOR 4/0 CONDUCTOR SIZE  
AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	2	
C	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	3	S4205
GA	8' FIBERGLASS XARM DE	1	S5000
L	DEADEND SHOE, LARGE	4	S4385
D	CURVED WASHER	6	S4125
DS	SQUARE WASHER	2	S4120
EK	LOCKNUT 5/8"	6	S4140

## 3-PHASE XARM DEADEND

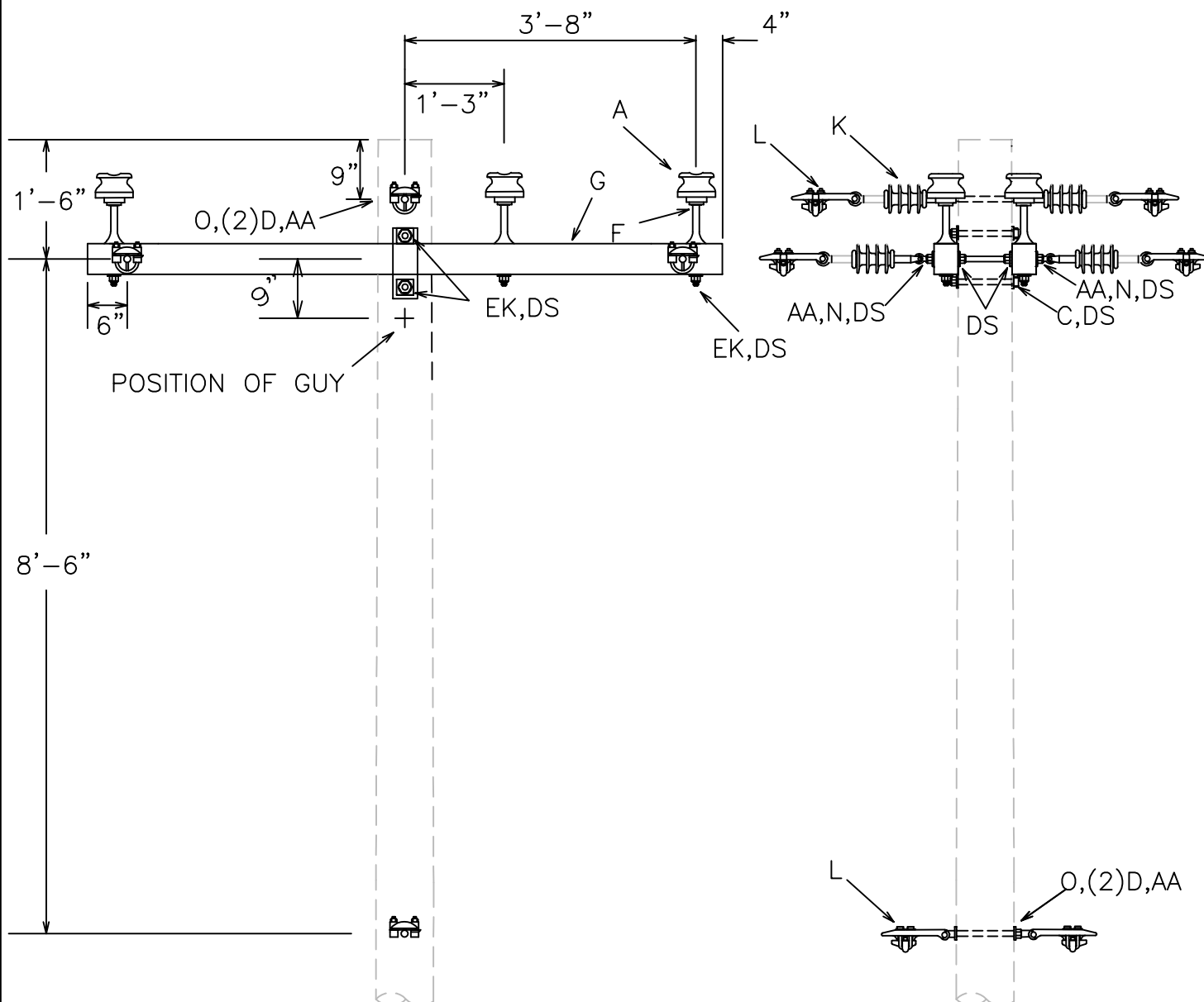


UNIT NO.

C7-1

235

ISSUE DATE: 7/20/2021  
163



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
AA	5/8" OVAL EYE NUT	4	S4137
N	5/8" DOUBLE ARMING BOLT	2	
O	5/8" OVAL EYE BOLT	2	
L	DEADEND SHOE, LARGE	8	S4385
C	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	6	S4205
G	8' FIBERGLASS CROSSARM	2	S5600
A	PIN TYPE INSULATOR	6	S4235
F	CROSSARM PIN LONG SHANK	4	S4236
D	CURVED WASHER	3	S4125
DS	SQUARE WASHER	16	S4120
EK	LOCKNUT 5/8"	14	S4140

## 3-PHASE XARM DOUBLE DEADEND

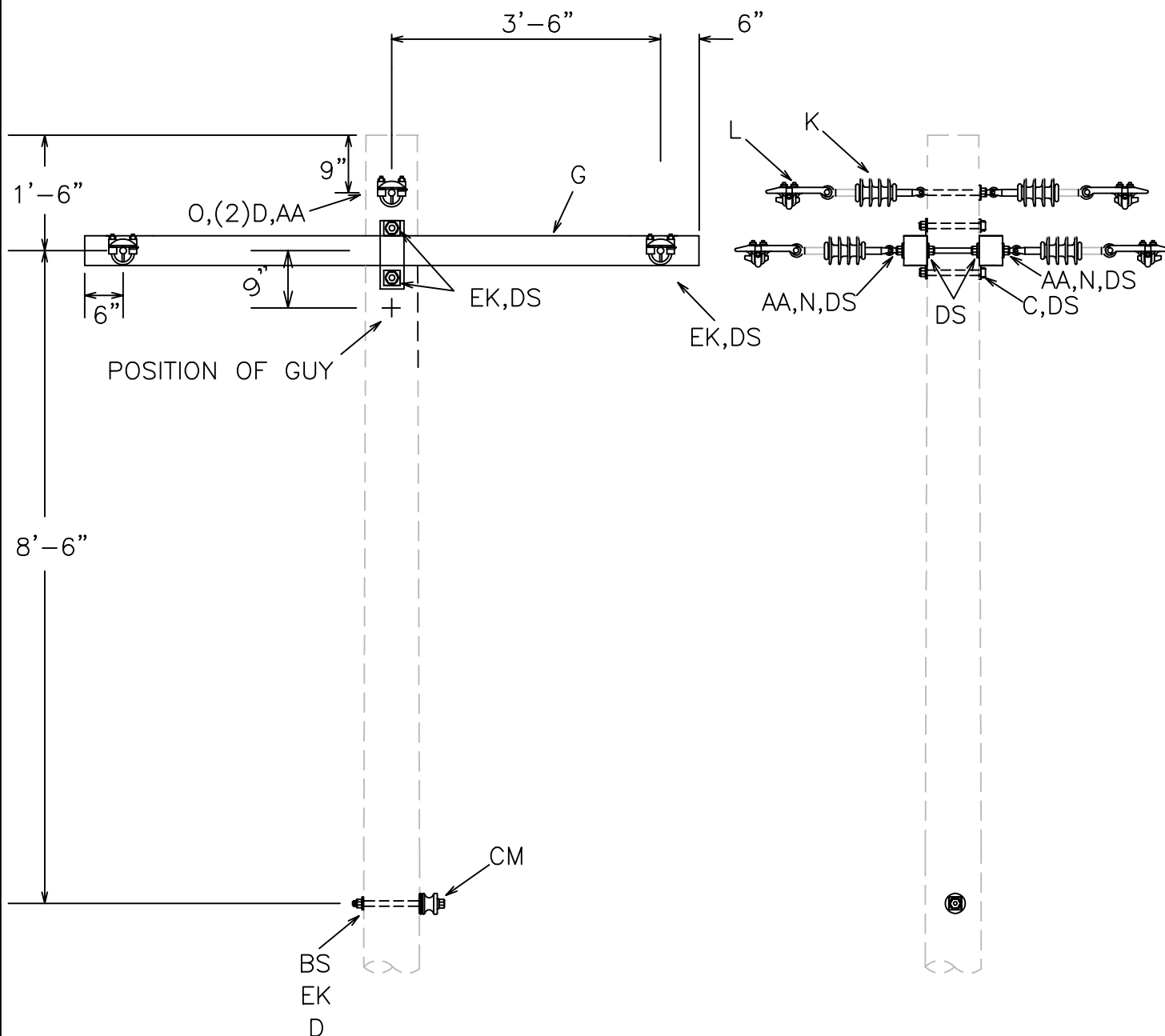


UNIT NO.

C8

ISSUE DATE: 12/8/2021





LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
AA	5/8" OVAL EYE NUT	4	S4137
N	5/8" DOUBLE ARMING BOLT	2	
O	5/8" OVAL EYE BOLT	2	
L	DEADEND SHOE, LARGE	8	S4385
C	5/8" MACHINE BOLT	2	
K	INSULATOR, SUSP'N POLY	6	S4205
G	8' FIBERGLASS CROSSARM	2	S5600
BS	5/8" SINGLE UPSET BOLT	1	
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
D	CURVED WASHER	3	S4125
DS	SQUARE WASHER	16	S4120
EK	LOCKNUT 5/8"	14	S4140

## 3-PHASE XARM DOUBLE DEADEND



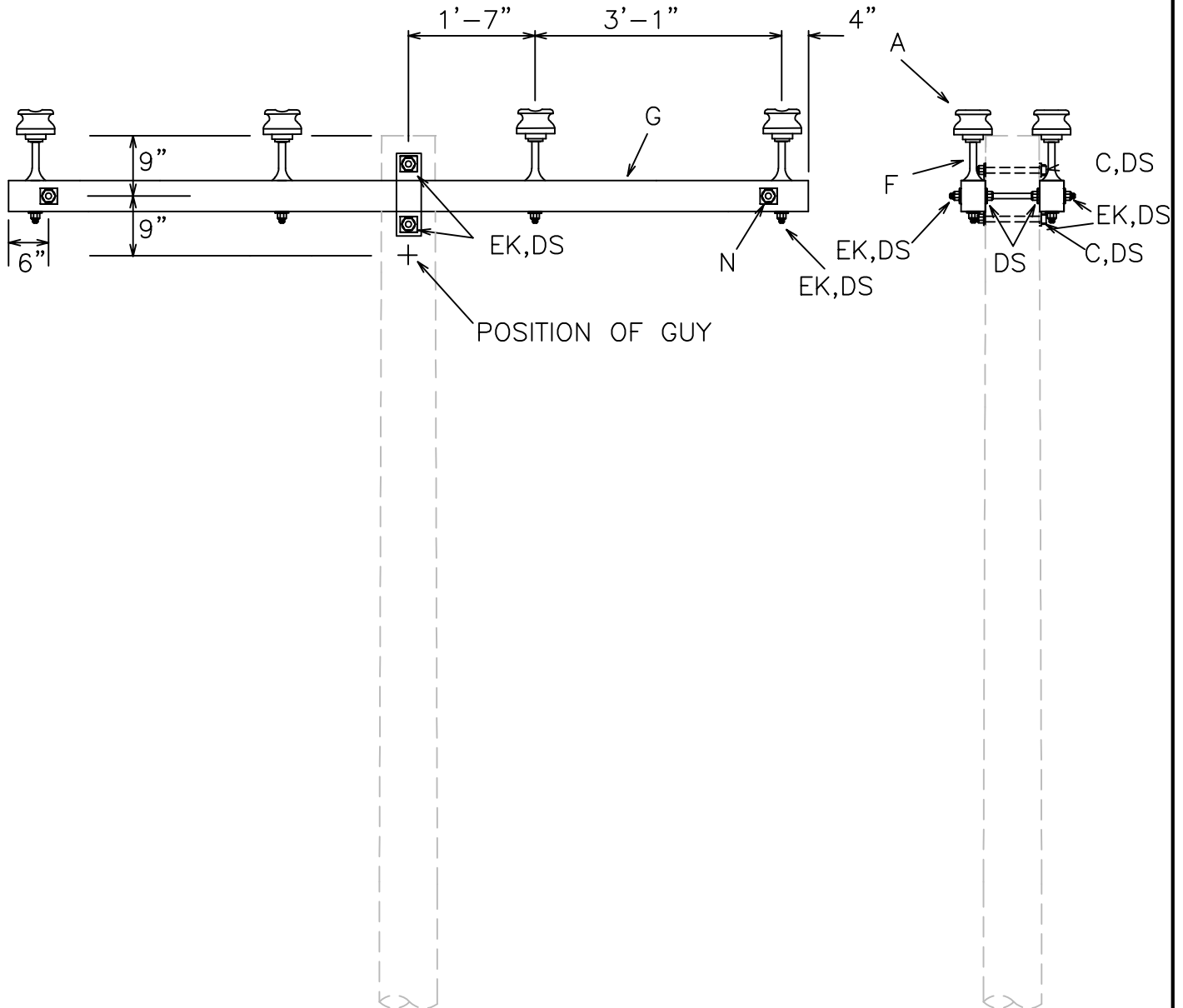
UNIT NO.

C8-1

237

ISSUE DATE: 12/8/2021

165



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
DA	CLEVIS, SQUARE D	1	S4150
N	5/8" DOUBLE ARMING BOLT	2	
C	5/8" MACHINE BOLT	3	
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
G	10' FIBERGLASS CROSSARM	2	S5700
A	PIN TYPE INSULATOR	8	S4235
F	CROSSARM PIN LONG SHANK	8	S4236
D	CURVED WASHER	1	S4125
DS	SQUARE WASHER	16	S4120
EK	LOCKNUT 5/8"	9	S4140

3 PHASE XARM  
FLAT DBL SUPPORT

0° TO 5°

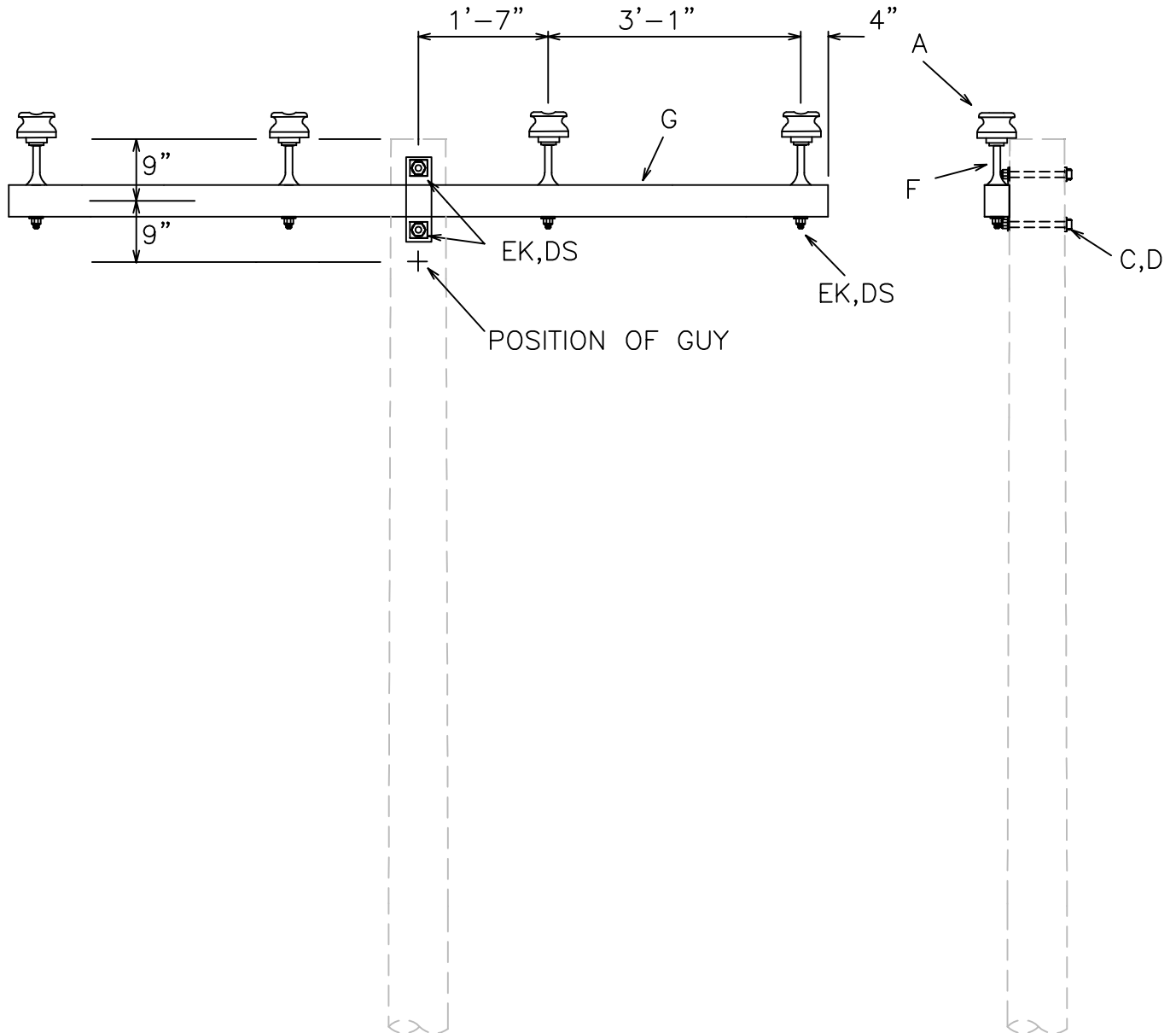


UNIT NO.

C9

238

ISSUE DATE: 12/8/2021  
166



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
C	5/8" MACHINE BOLT	2	
G	10' FIBERGLASS CROSSARM	1	S5700
A	PIN TYPE INSULATOR	4	S4235
F	CROSSARM PIN LONG SHANK	4	S4236
D	CURVED WASHER	2	S4125
DS	SQUARE WASHER	6	S4120
EK	LOCKNUT 5/8"	6	S4140

## 3 PHASE XARM FLAT SGL SUPPORT

0° TO 5°



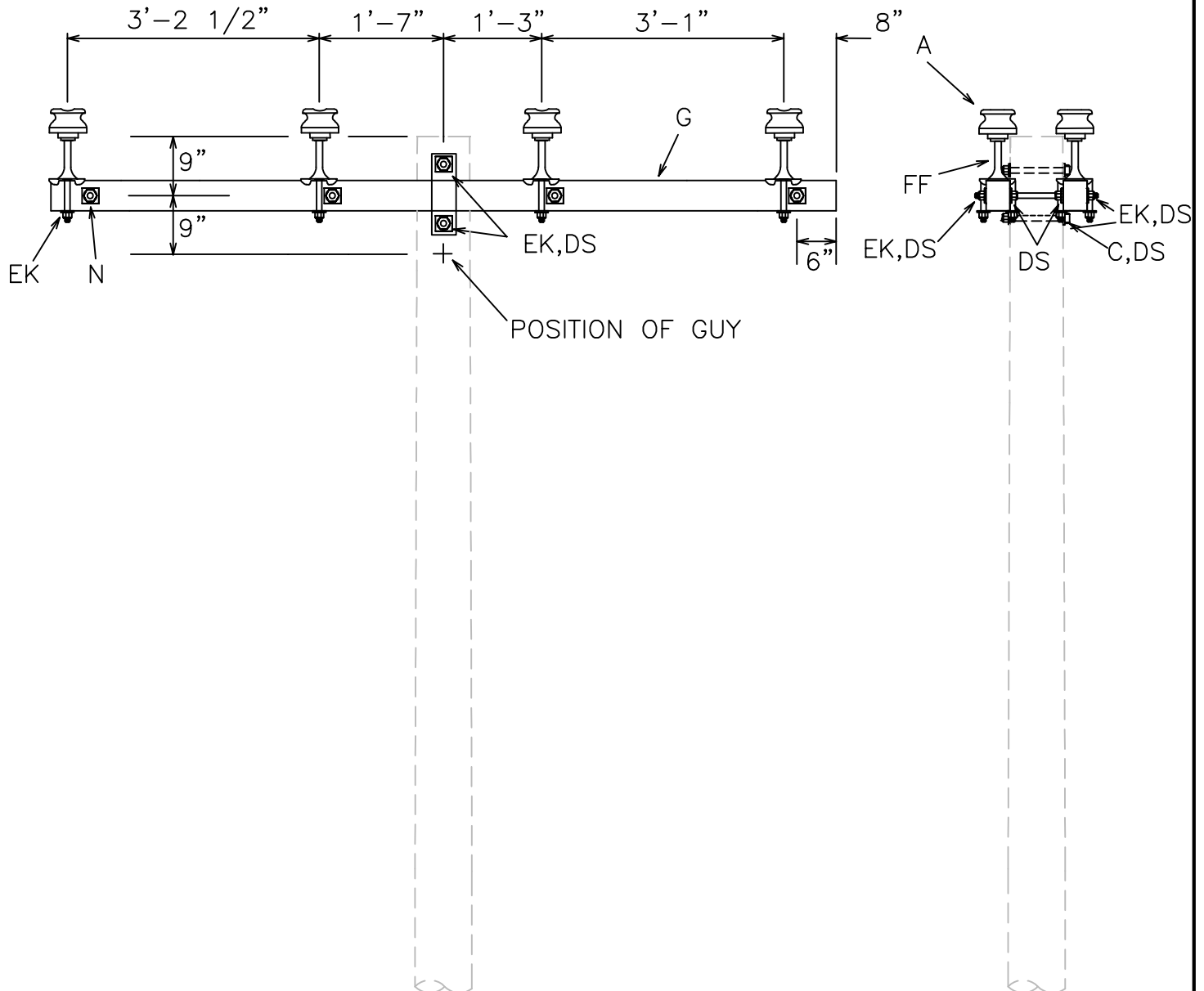
UNIT NO.

C9-1

239

ISSUE DATE: 12/8/2021

167



NOTE:

FOR 4/0 CONDUCTOR  
SIZE AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
N	5/8" DOUBLE ARMING BOLT	4	
C	5/8" MACHINE BOLT	2	
G	10' FIBERGLASS CROSSARM	2	S5700
A	PIN TYPE INSULATOR	8	S4235
FF	PIN CROSSARM SADDLE	8	S4237
DS	SQUARE WASHER	12	S4120
EK	LOCKNUT 5/8"	18	S4140

3 PHASE XARM  
FLAT DBL SUPPORT

0° TO 5°

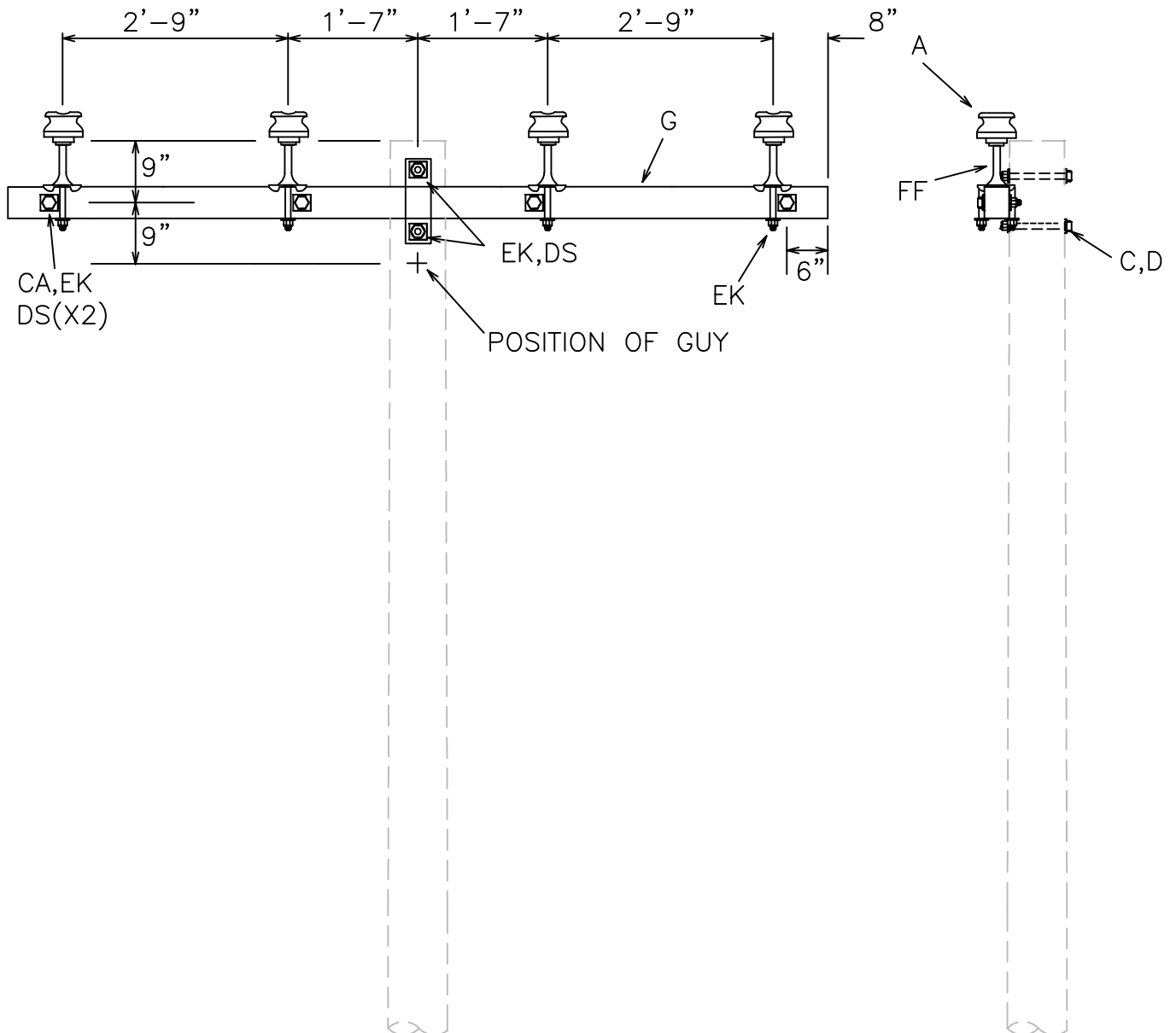


UNIT NO.

C9-2

240

ISSUE DATE: 12/8/2021  
168



NOTE:

FOR 4/0 CONDUCTOR  
SIZE AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
CA	1/2" MACHINE BOLT 7"	4	S4002
C	5/8" MACHINE BOLT	2	
G	10' FIBERGLASS CROSSARM	1	S5700
A	PIN TYPE INSULATOR	4	S4235
FF	PIN CROSSARM SADDLE	4	S4237
DS	SQUARE WASHER	10	S4120
EK	LOCKNUT 5/8"	14	S4140
D	CURVED WASHER	2	S4125

# 3 PHASE XARM FLAT SGL SUPPORT

0° TO 5°

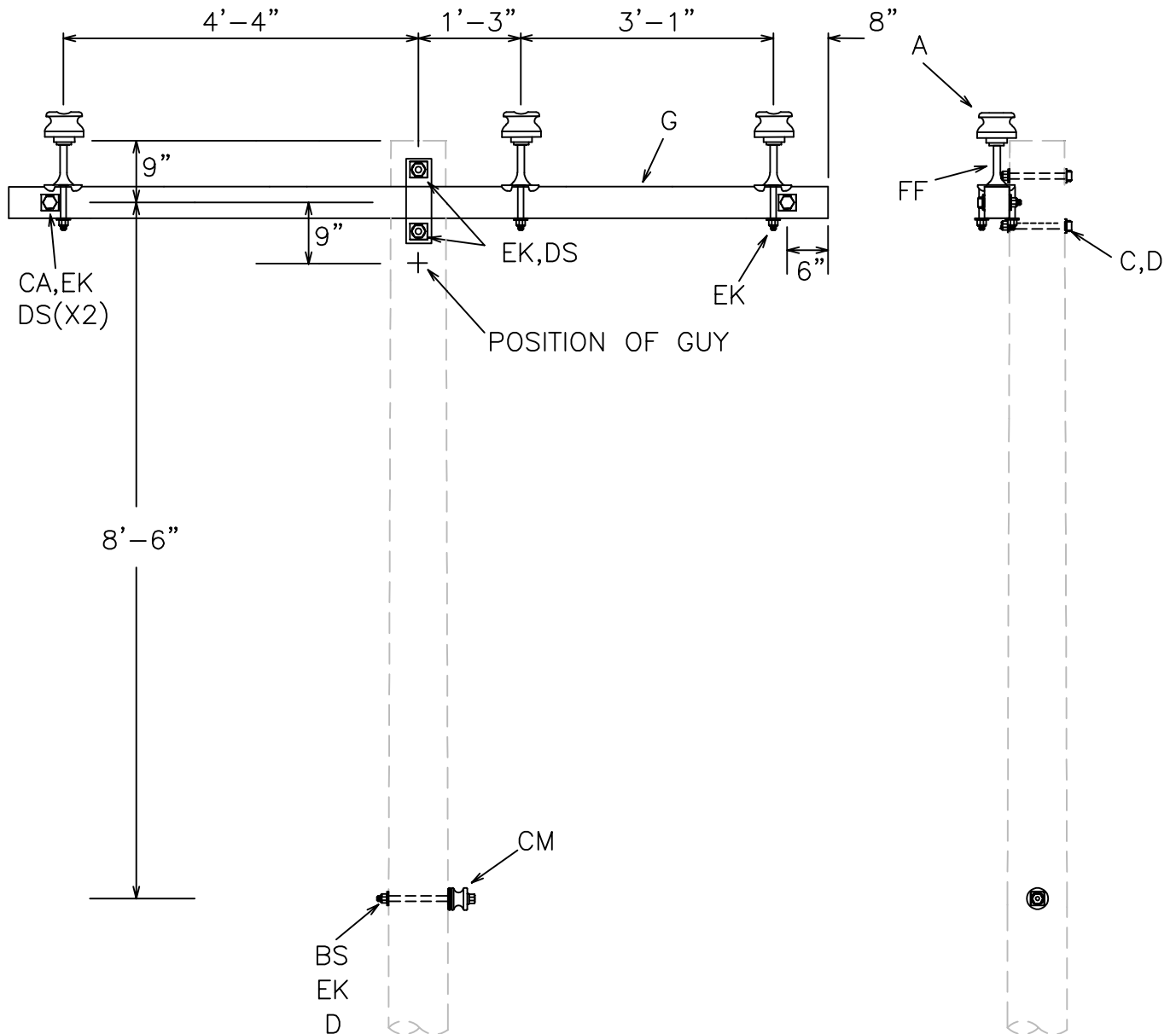


UNIT NO.

C9-3

241

ISSUE DATE: 12/8/2021  
169



NOTE:

FOR 4/0 CONDUCTOR  
SIZE AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
CA	1/2" MACHINE BOLT 7"	2	S4002
C	5/8" MACHINE BOLT	2	
BS	5/8" SINGLE UPSET BOLT	1	
G	10' FIBERGLASS CROSSARM	1	S5700
A	PIN TYPE INSULATOR	3	S4235
FF	PIN CROSSARM SADDLE	3	S4237
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
DS	SQUARE WASHER	6	S4120
EK	LOCKNUT 5/8"	AR	S4140
D	CURVED WASHER	3	S4125

3 PHASE XARM  
FLAT SGL SUPPORT

0° TO 5°



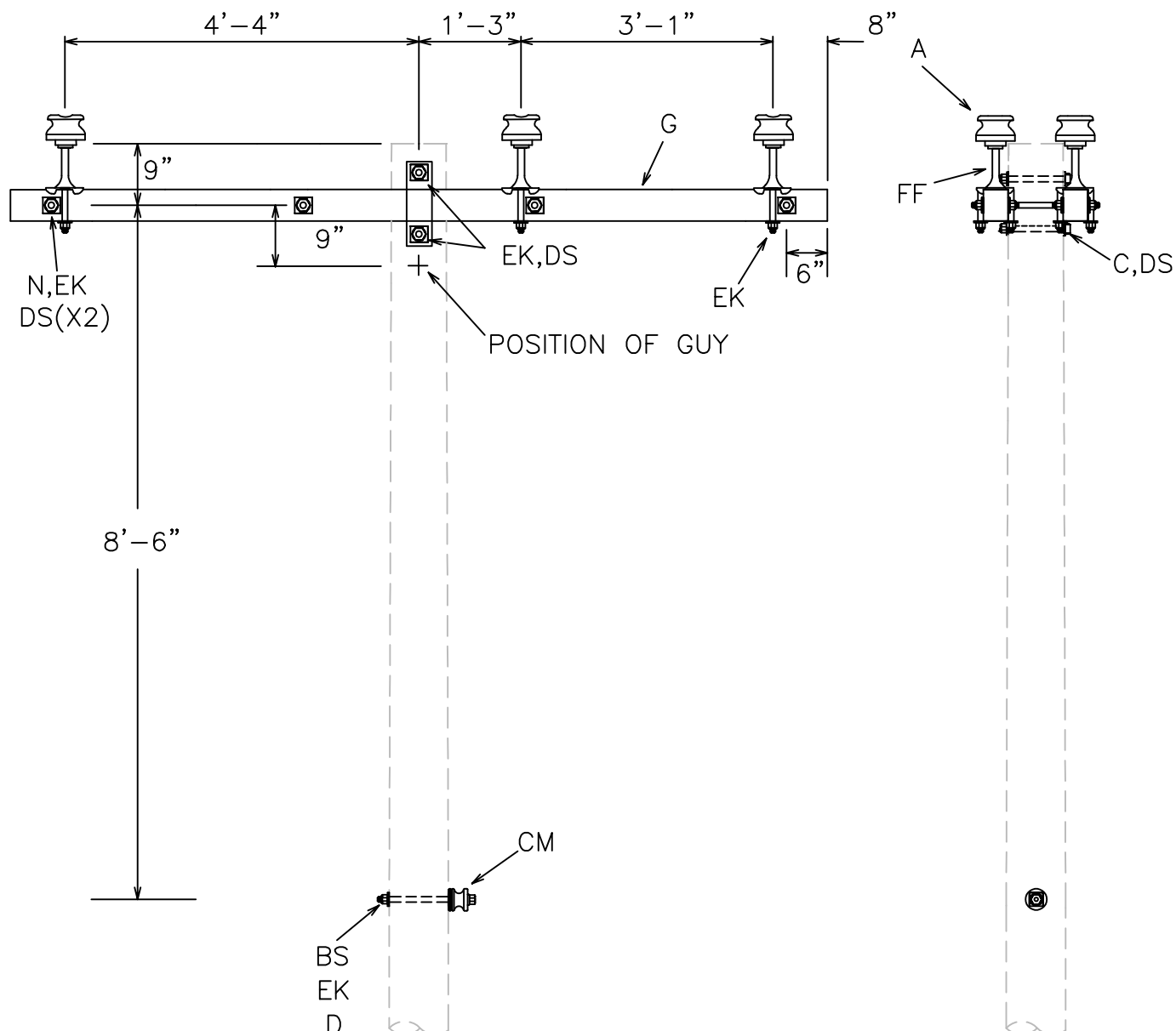
UNIT NO.

C10-2

242

ISSUE DATE: 12/8/2021

170



NOTE:

FOR 4/0 CONDUCTOR  
SIZE AND LARGER

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
N	5/8" DOUBLE ARMING BOLT	4	
C	5/8" MACHINE BOLT	2	
BS	5/8" SINGLE UPSET BOLT	1	
G	10' FIBERGLASS CROSSARM	2	S5700
A	PIN TYPE INSULATOR	6	S4235
FF	PIN CROSSARM SADDLE	6	S4237
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
DS	SQUARE WASHER	20	S4120
EK	LOCKNUT 5/8"	AR	S4140
D	CURVED WASHER	1	S4125

3 PHASE UNDERBLD  
DOUBLE SUPPORT

5° TO 30°

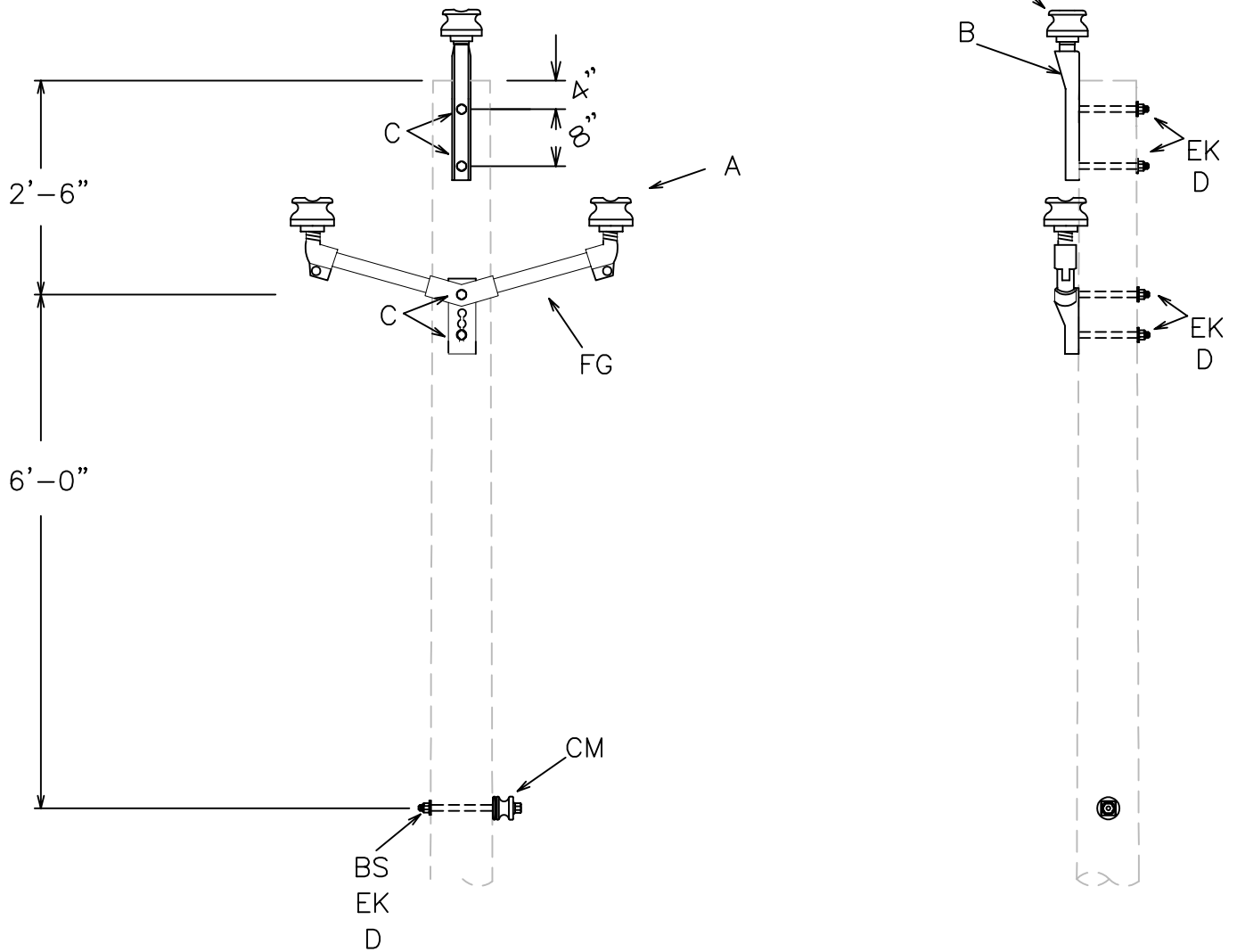


UNIT NO.

C20-2

243

ISSUE DATE: 12/8/2021



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
C	5/8" MACHINE BOLT	4	
A	PIN TYPE INSULATOR	3	S4235
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
B	RIDGE PIN	1	S4240
D	CURVED WASHER	5	S4125
FG	FIBERGLASS BRACKET 36" HD	1	S4978
EK	LOCKNUT 5/8"	AR	S4140

3-PHASE  
ARMLESS CONST  
0° TO 5°



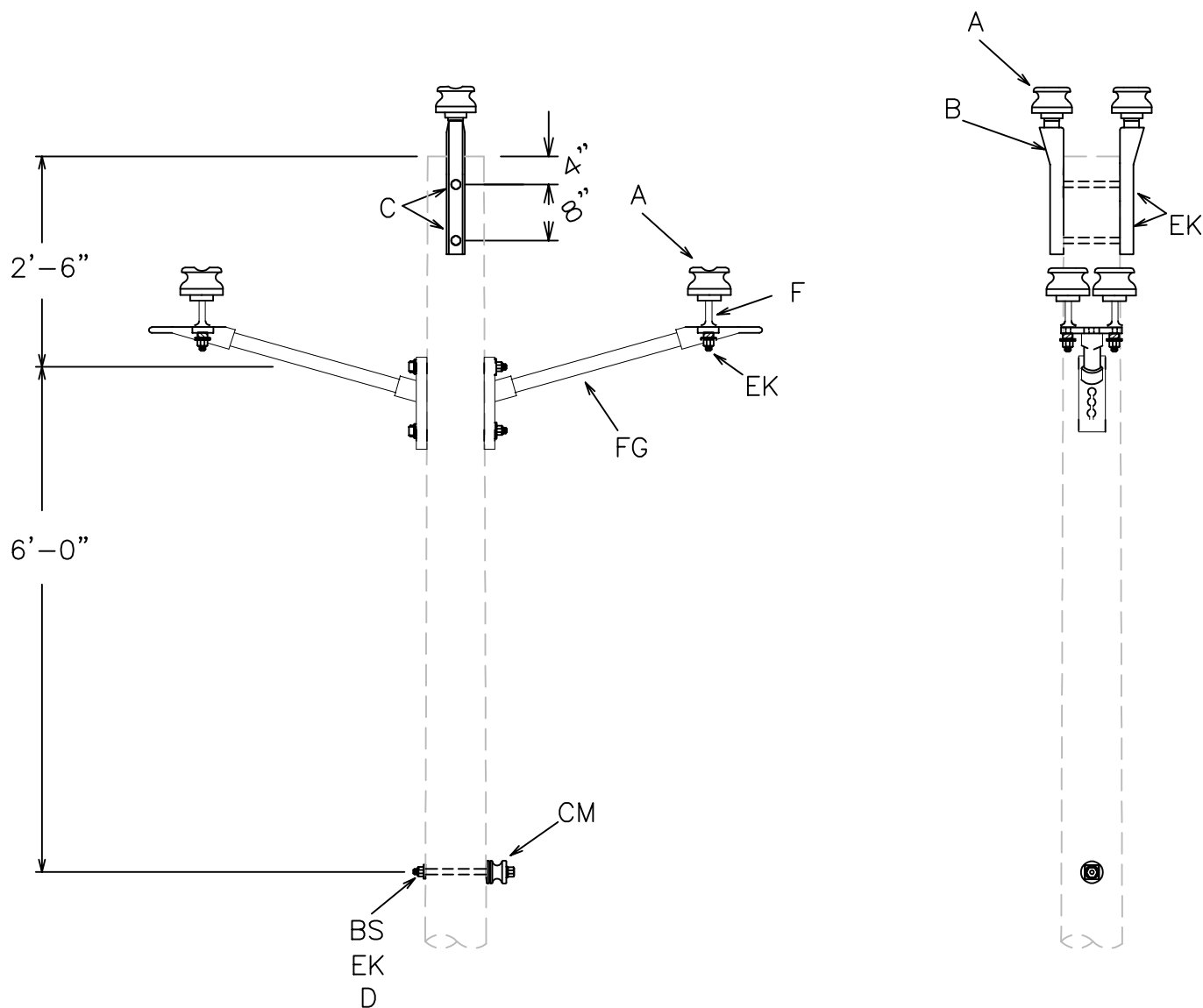
UNIT NO.

CF1

244

ISSUE DATE: 12/10/2021  
172





LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
F	CROSSARM PIN SHORT SHANK	4	
C	5/8" MACHINE BOLT	4	
A	PIN TYPE INSULATOR	6	S4235
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
B	RIDGE PIN	2	S4240
D	CURVED WASHER	1	S4125
FG	FIBERGLASS BRACKET 3 EAR	2	S---
EK	LOCKNUT 5/8"	AR	S4140

# 3-PHASE ARMLESS CONST DOUBLE SUPPORT

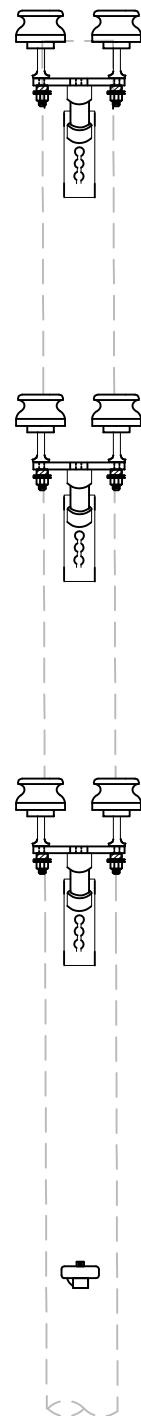
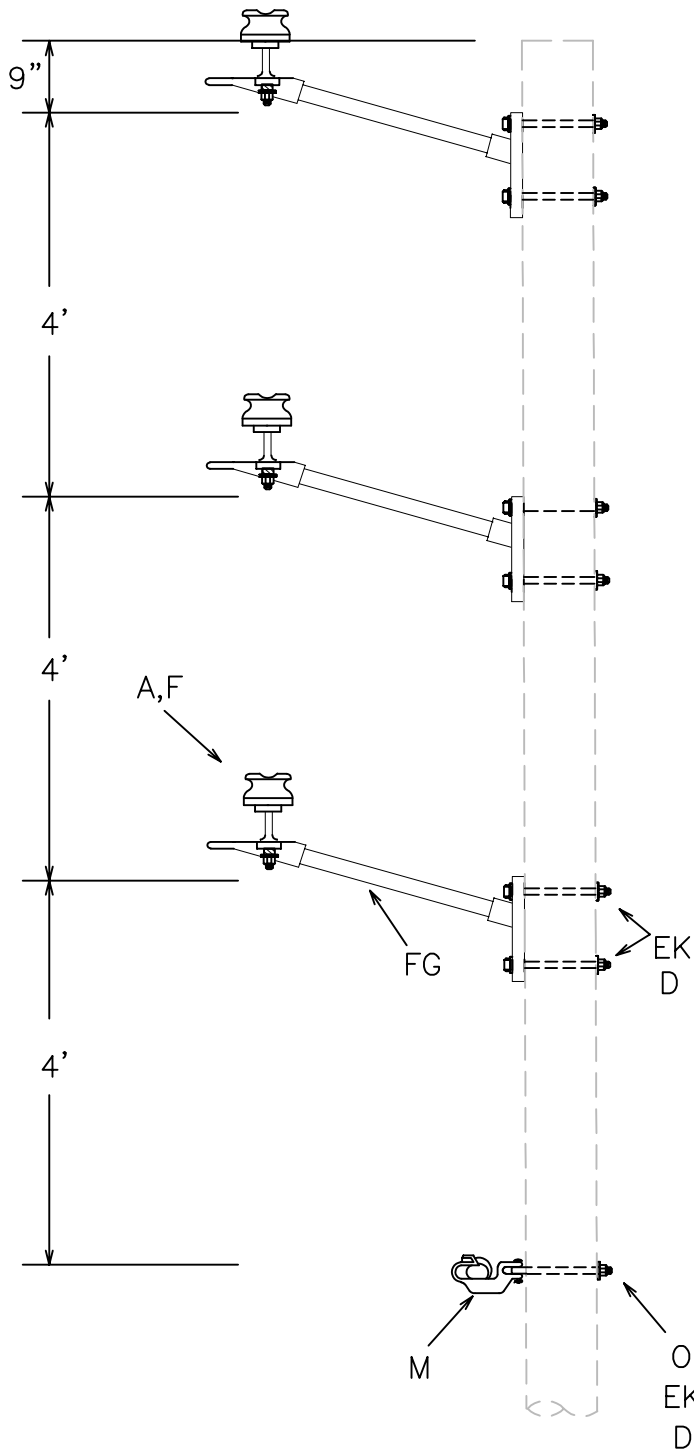


UNIT NO.

CF1-1

ISSUE DATE: 12/27/2021

Item 15.



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
O	5/8" OVAL EYE BOLT	1	
C	5/8" MACHINE BOLT	6	
A	PIN TYPE INSULATOR	6	S4235
M	CLAMP, ANGLE SHOE, SMALL	1	S4387
F	PIN, SHORT SHANK	6	S4238
D	CURVED WASHER	7	S4125
FG	FIBERGLASS BRKT-2 POSITION	3	S4968
EK	LOCKNUT 5/8"	AR	S4140

3-PHASE  
VERTICAL CONST  
5° TO 30°

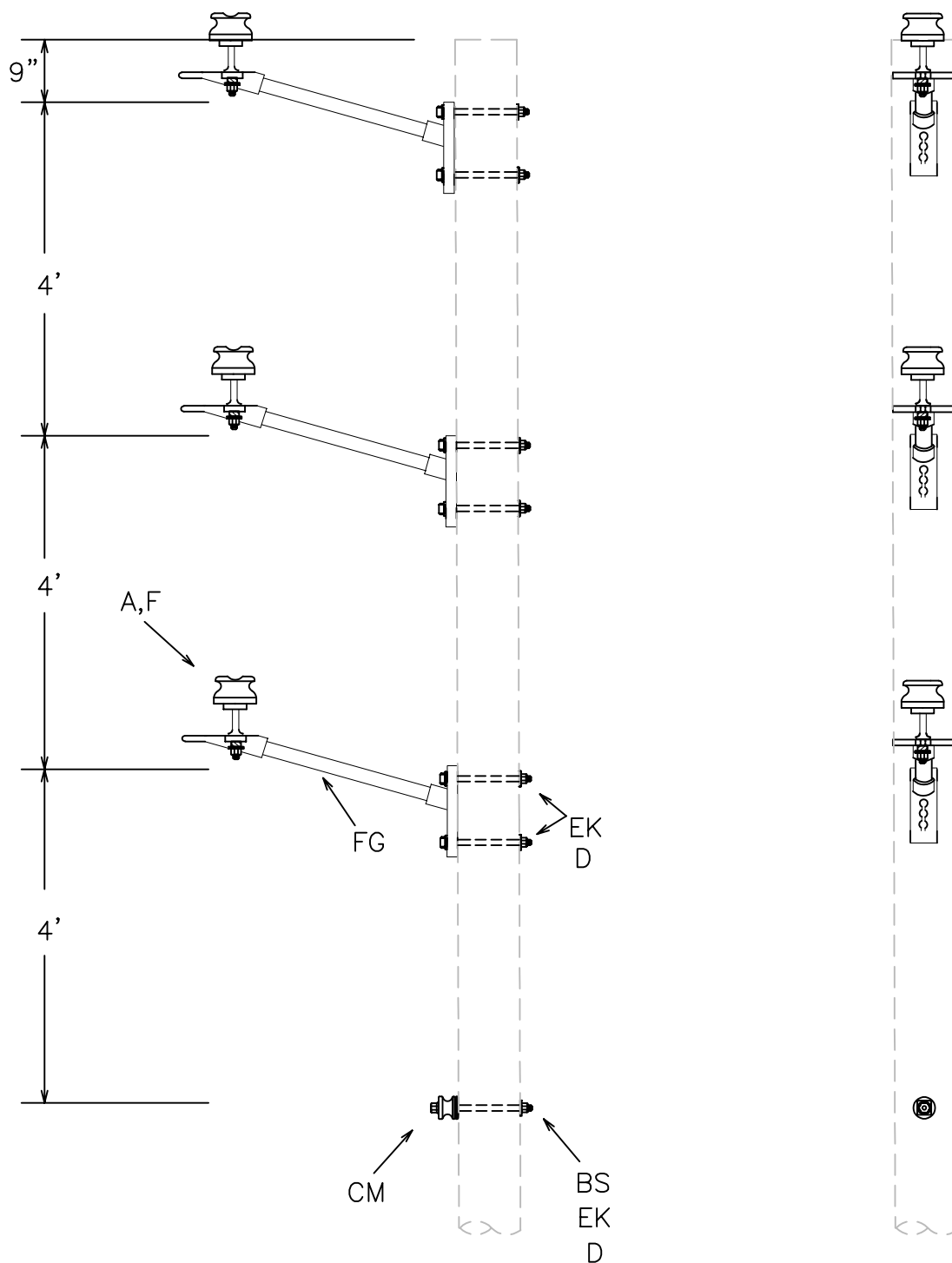


UNIT NO.

CF1-2V

246

ISSUE DATE: 11/28/2022



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
C	5/8" MACHINE BOLT	6	
A	PIN TYPE INSULATOR	3	S4235
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
F	PIN, SHORT SHANK	3	S4238
D	CURVED WASHER	7	S4125
FG	FIBERGLASS BRKT-1 POSITION	3	S4968
EK	LOCKNUT 5/8"	AR	S4140

3-PHASE  
VERTICAL CONST  
0° TO 5°



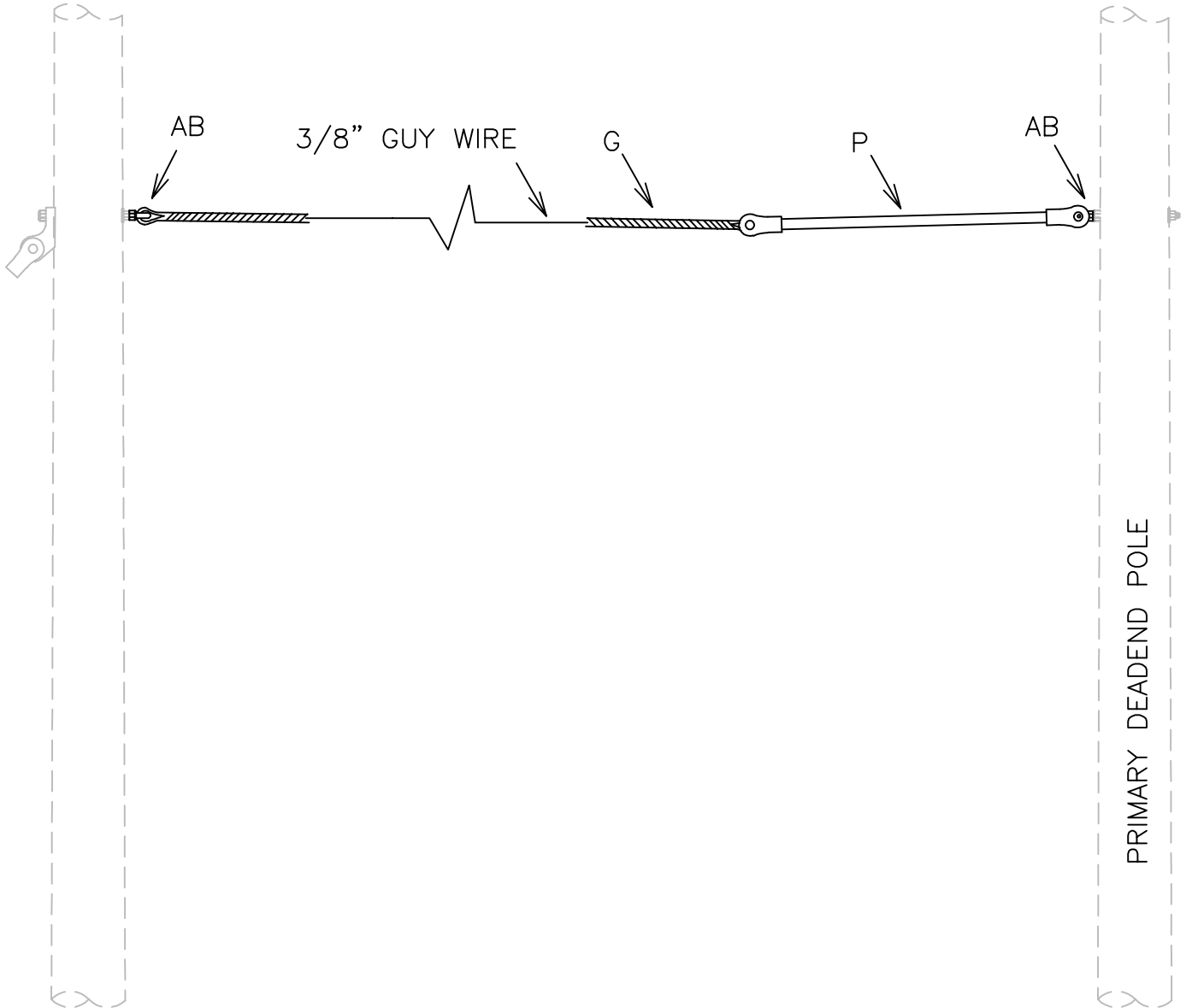
UNIT NO.

CF1-V

247

ISSUE DATE: 11/28/2022  
175

3/8" SINGLE DOWN GUY	
	UNIT NO.  E1-2 <div>248</div>
ISSUE DATE: 12/10/2021	



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
AB	THIMBLE EYE NUT 5/8"	2	S4138
G	GUY GRIP 3/8"	2	S4210
P	GUY STRAIN INSULATOR 78"	1	S4203

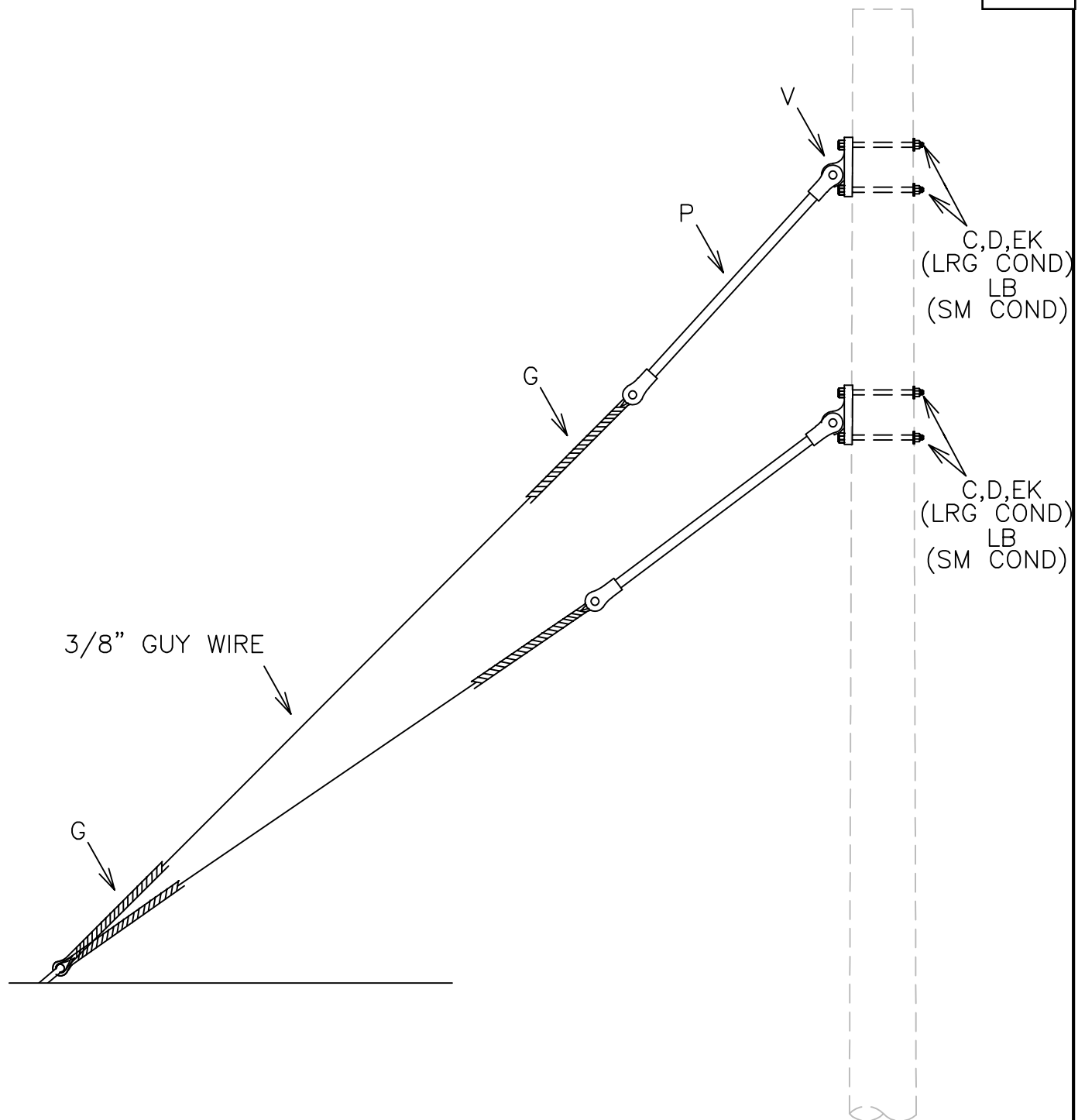
## 3/8" SINGLE OVERHEAD GUY



UNIT NO.

E2-2

ISSUE DATE: 12/10/2021



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
V	GUY ATTACHMENT	2	S4170
G	GUY GRIP 3/8"	4	S4210
P	GUY STRAIN INSULATOR 78"	2	S4203
C	5/8" MACHINE BOLT	4	
D	CURVED WASHER	2	S4125
EK	LOCKNUT 5/8"	AR	S4140
LB	LAG BOLT, LARGE	4	S4185

## 3/8" DOUBLE DOWN GUY

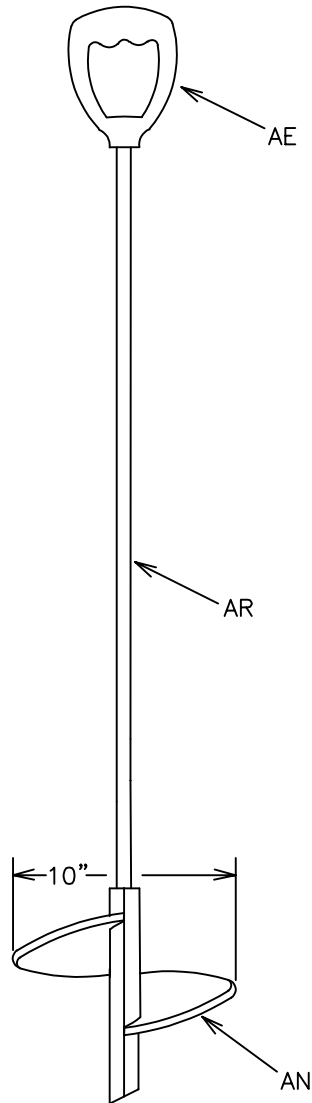



UNIT NO.

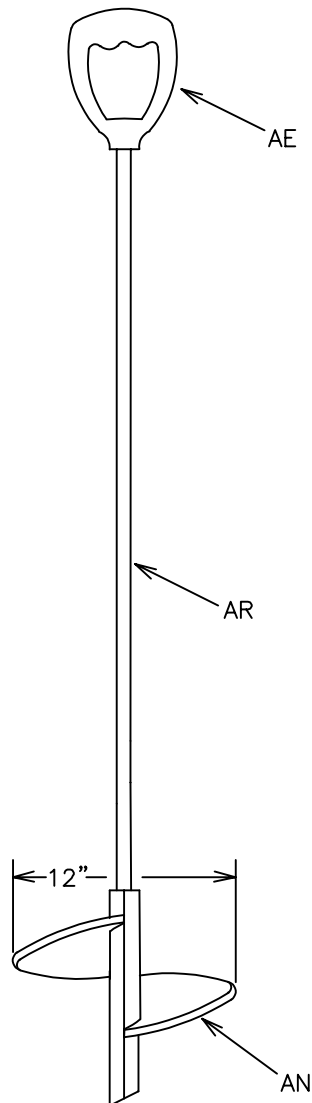
E6-2


250

ISSUE DATE: 12/10/2021  
178

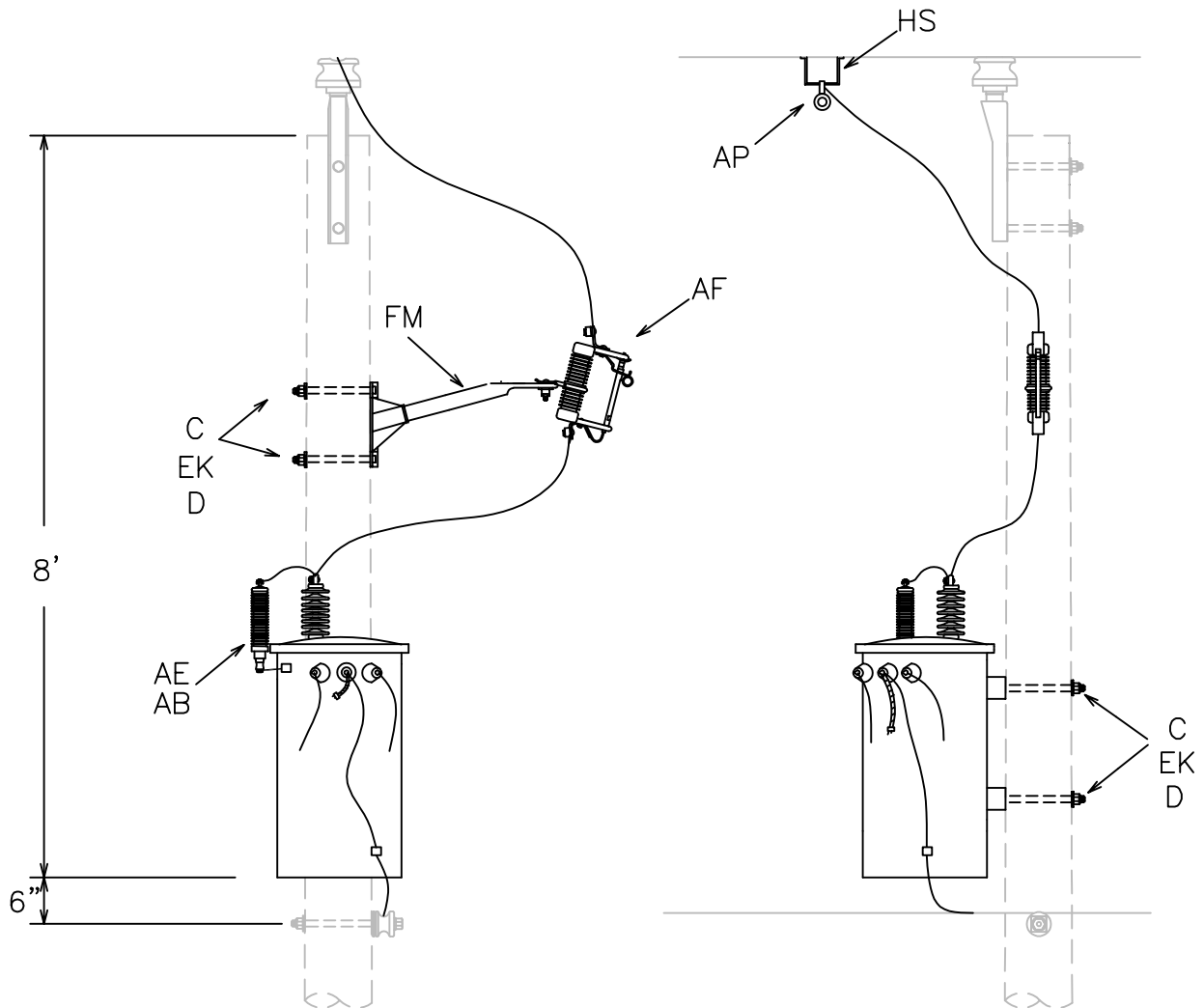


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER	ANCHOR 10" SCREW TYPE		
AN	ANCHOR, TOUGH ONE, 10'	1	S4957		UNIT NO.  F1-2	
AR	ANCHOR ROD, 1"	1	S4959			
AE	TWIN EYENUT 1"	1		<div>ISSUE DATE: 12/10/2021</div> <div>179</div> <div>251</div>		



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER	ANCHOR 12" SCREW TYPE	
AN	ANCHOR, TOUGH ONE, 12'	1	S4958		UNIT NO.
AR	ANCHOR ROD, 1"	1	S4959		F1-5
AE	TWIN EYENUT 1"	1			ISSUE DATE: 12/10/2021
					180
					252





## NOTE:

FOR CONDUCTORS 4/0 AND LARGER  
USE LARGE STIRRUP S4090

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FM	BRACKET, FBRGL, SGL, 24"	1	S4968
C	5/8" MACHINE BOLT	4	
AF	CUTOUT, 100 AMP	1	S4935
AE	ARRESTOR MOV, 7.65kV MCOV	1	S5068
AB	ARRESTOR BRACKET	1	S1192
HS	STIRRUP, SMALL	1	S4085
AP	HOTLINE CLAMP	1	S4095
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	AR	S4140

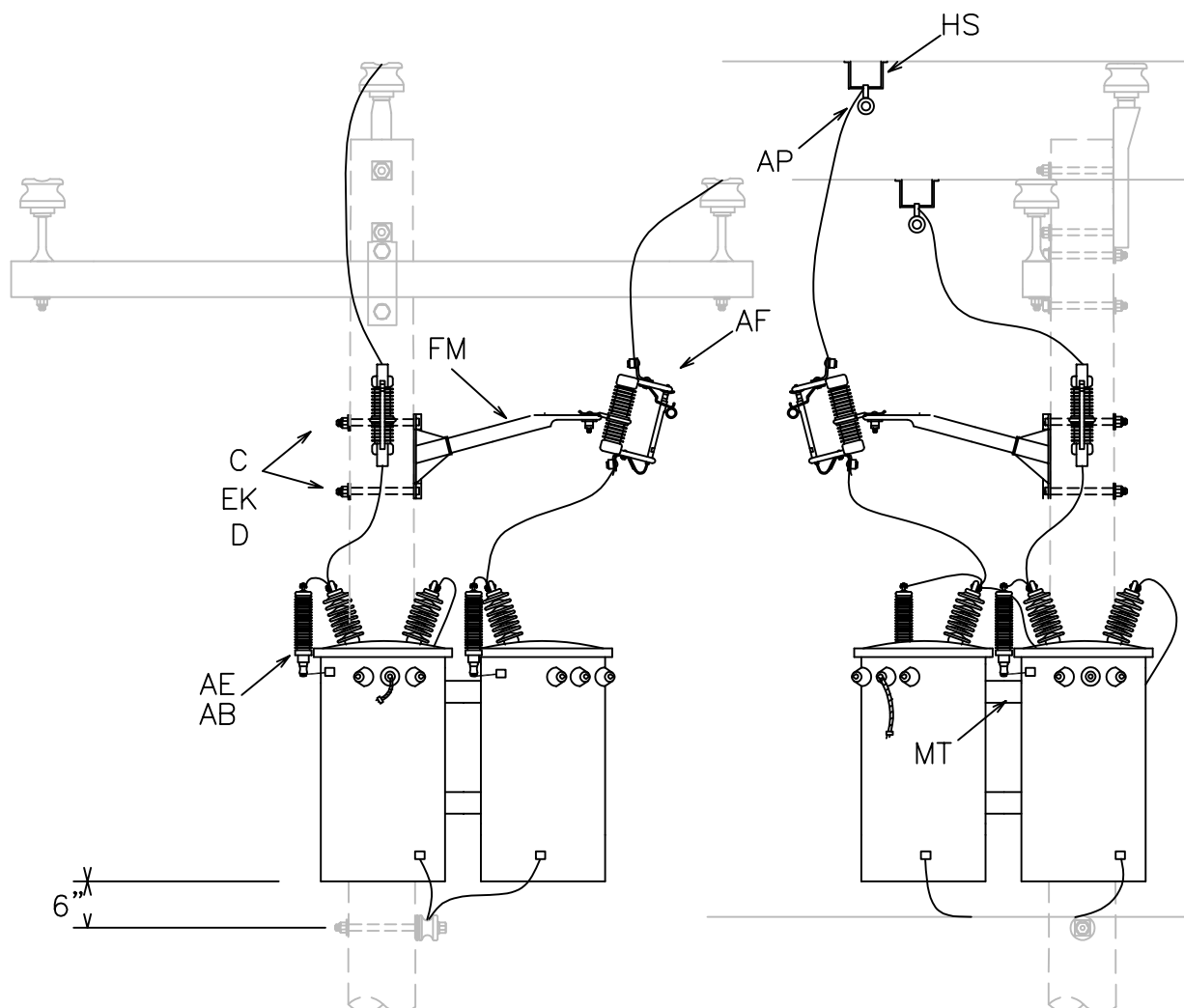
## TRANSFORMER SINGLE PHASE



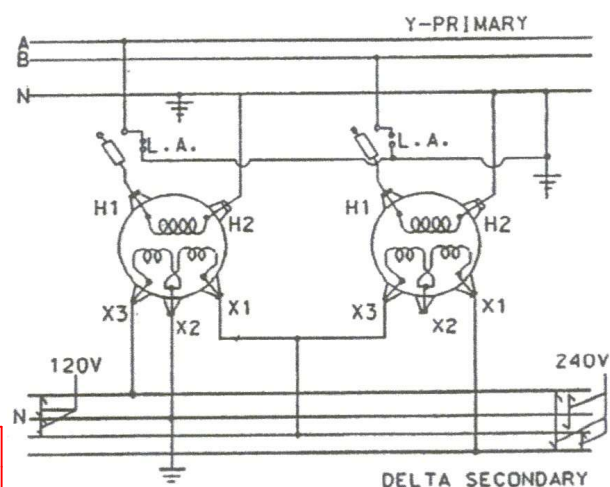
UNIT NO.

G9

ISSUE DATE: 2/24/2022



NOTE:  
FOR CONDUCTORS 4/0 AND LARGER  
USE LARGE STIRRUP S4090



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FM	BRACKET, FBRGL, SGL, 24"	2	S4968
C	5/8" MACHINE BOLT	6	
MT	XFMR CLUSTER MOUNT	1	S5000
AF	CUTOUT, 100 AMP	2	S4935
AE	ARRESTOR MOV, 7.65kV MCOV	2	S5068
AB	ARRESTOR BRACKET	2	S1192
HS	STIRRUP, SMALL	2	S4085
AP	HOTLINE CLAMP	2	S4095
D	CURVED WASHER	6	S4125
EK	LOCKNUT 5/8"	AR	S4140

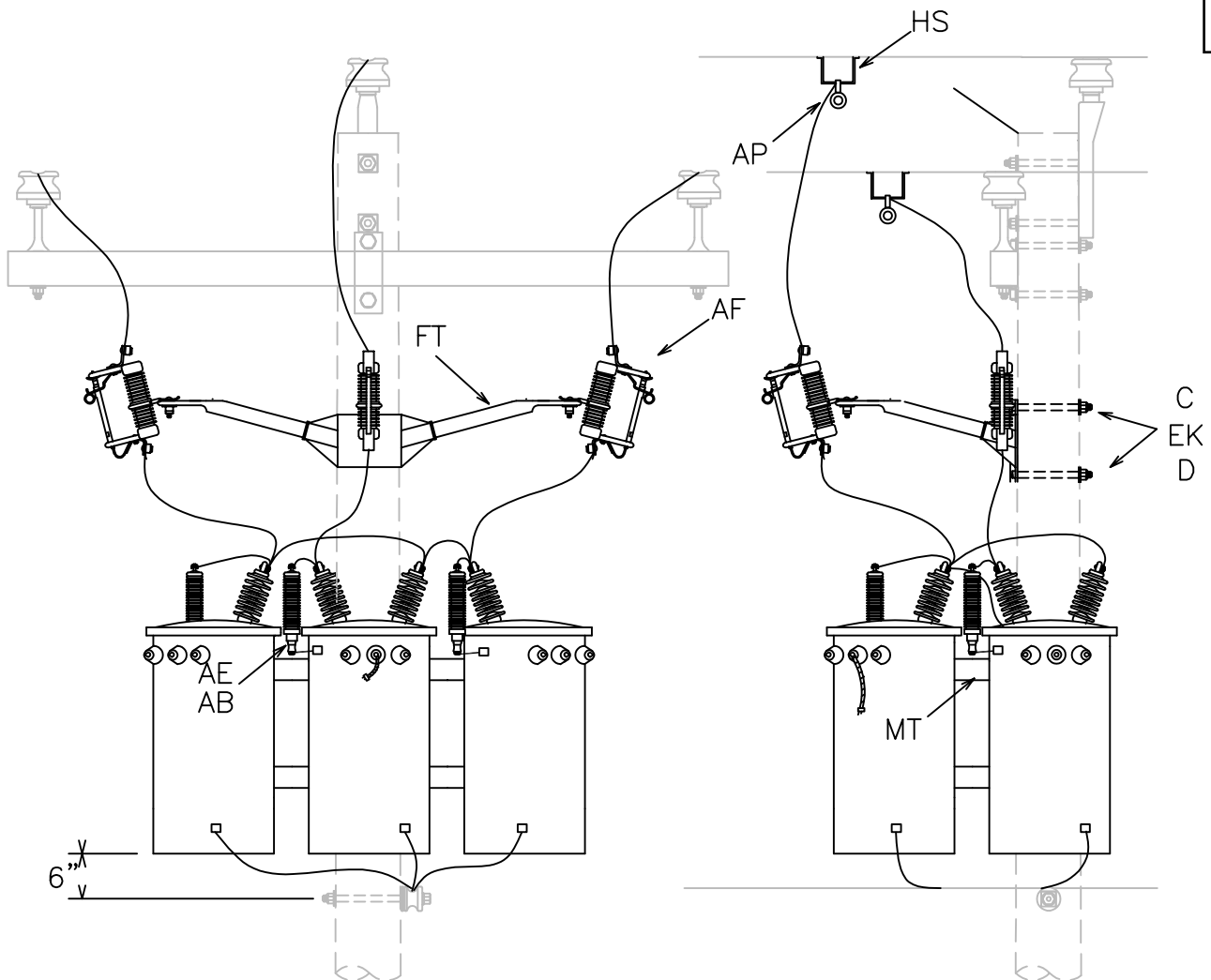
## V-PHASE TRANSFORMERS 120/240V OPEN DELTA



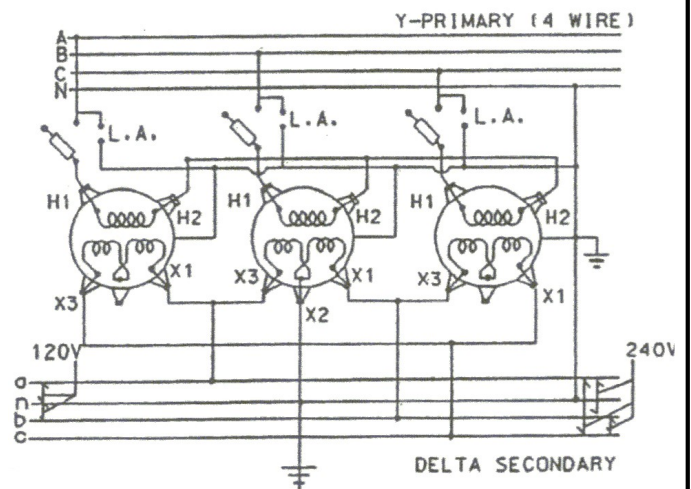
UNIT NO.

G210

ISSUE DATE: 1/26/2022



NOTE:  
FOR CONDUCTORS 4/0 AND LARGER  
USE LARGE STIRRUP S4090



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FT	BRACKET, FBRGL, 3-PHASE	1	S4970
C	5/8" MACHINE BOLT	4	
MT	XFMR CLUSTER MOUNT	1	S5000
AF	CUTOUT, 100 AMP	3	S4935
AE	ARRESTOR MOV, 7.65kV MCOV	3	S5068
AB	ARRESTOR BRACKET	3	S1192
HS	STIRRUP, SMALL	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	AR	S4140

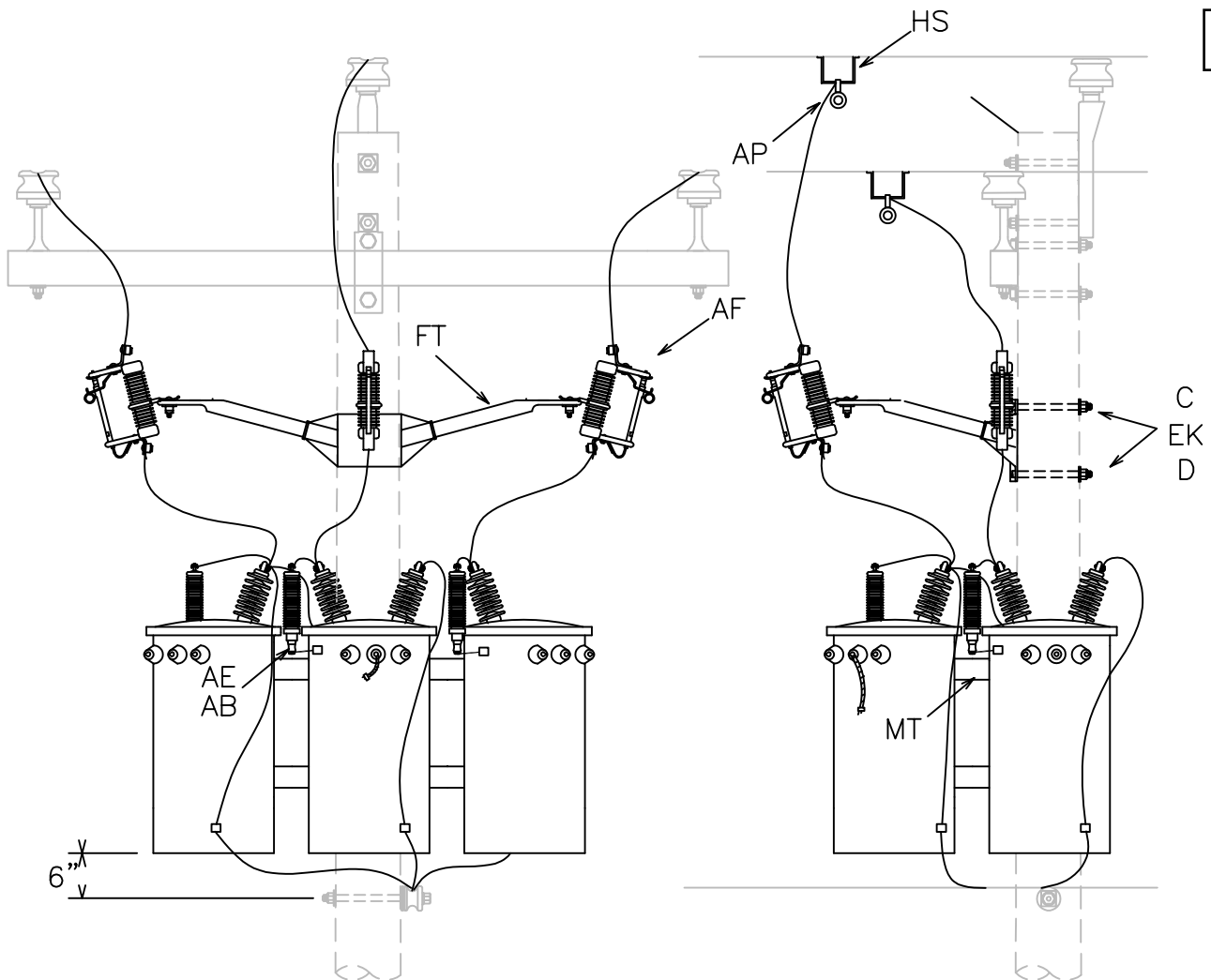
## 3-PHASE TRANSFORMERS 120/240V CLOSED DELTA



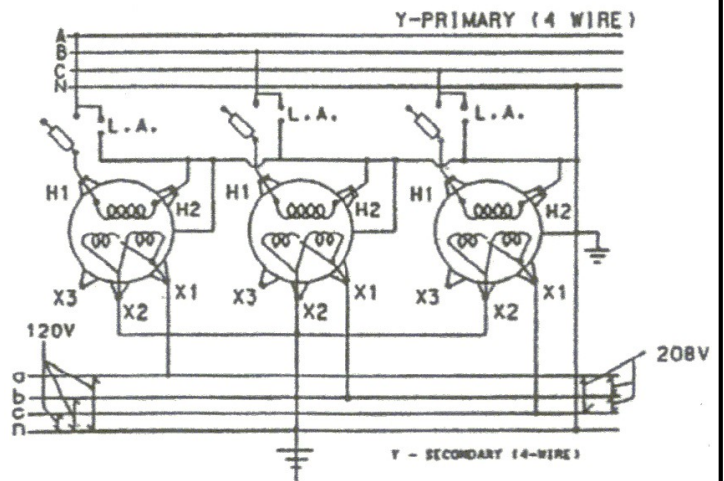
UNIT NO.

G310

ISSUE DATE: 2/24/2022  
183



NOTE:  
FOR CONDUCTORS 4/0 AND LARGER  
USE LARGE STIRRUP S4090



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FT	BRACKET, FBRGL, 3-PHASE	1	S4970
C	5/8" MACHINE BOLT	4	
MT	XFMR CLUSTER MOUNT	1	S5000
AF	CUTOUT, 100 AMP	3	S4935
AE	ARRESTOR MOV, 7.65kV MCOV	3	S5068
AB	ARRESTOR BRACKET	3	S1192
HS	STIRRUP, SMALL	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	AR	S4140

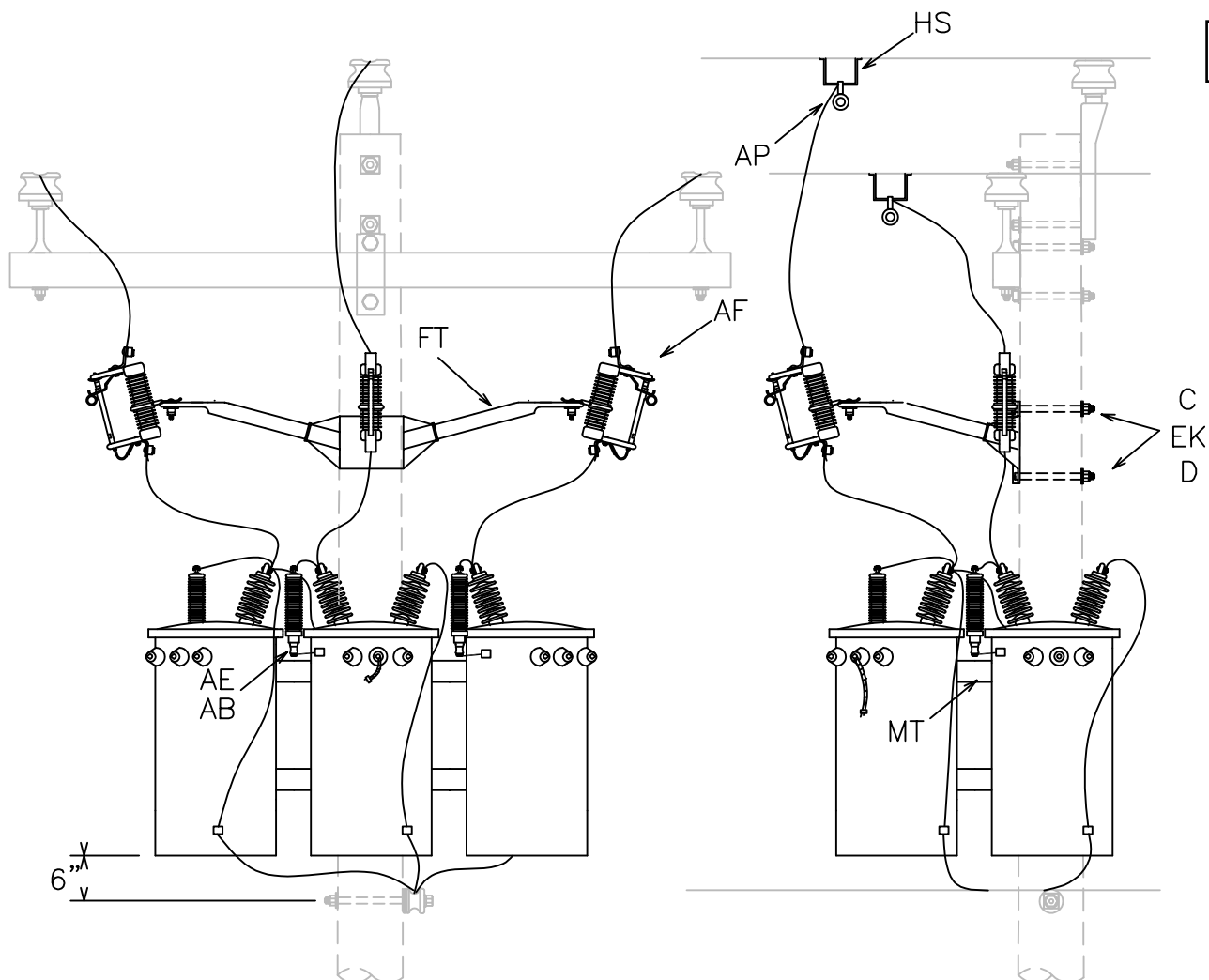
## 3-PHASE TRANSFORMERS 120/208 Y-Y



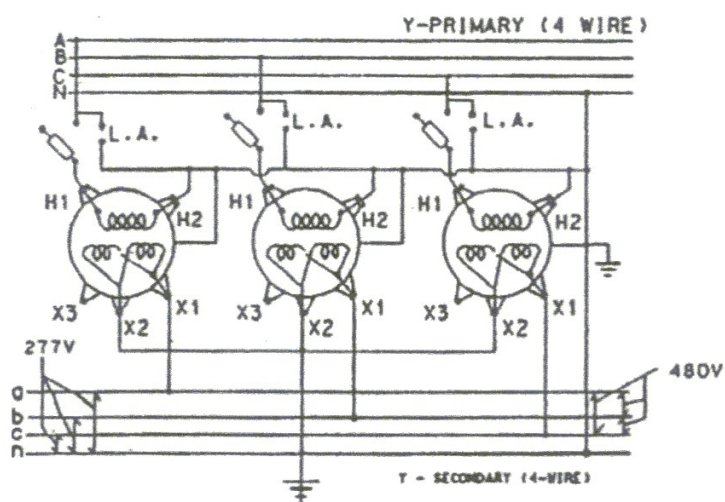
UNIT NO.

G312

ISSUE DATE: 2/25/2022



NOTE:  
FOR CONDUCTORS 4/0 AND LARGER  
USE LARGE STIRRUP S4090



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FT	BRACKET, FBRGL, 3-PHASE	1	S4970
C	5/8" MACHINE BOLT	4	
MT	XFMR CLUSTER MOUNT	1	S5000
AF	CUTOUT, 100 AMP	3	S4935
AE	ARRESTOR MOV, 7.65kV MCOV	3	S5068
AB	ARRESTOR BRACKET	3	S1192
HS	STIRRUP, SMALL	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	AR	S4140

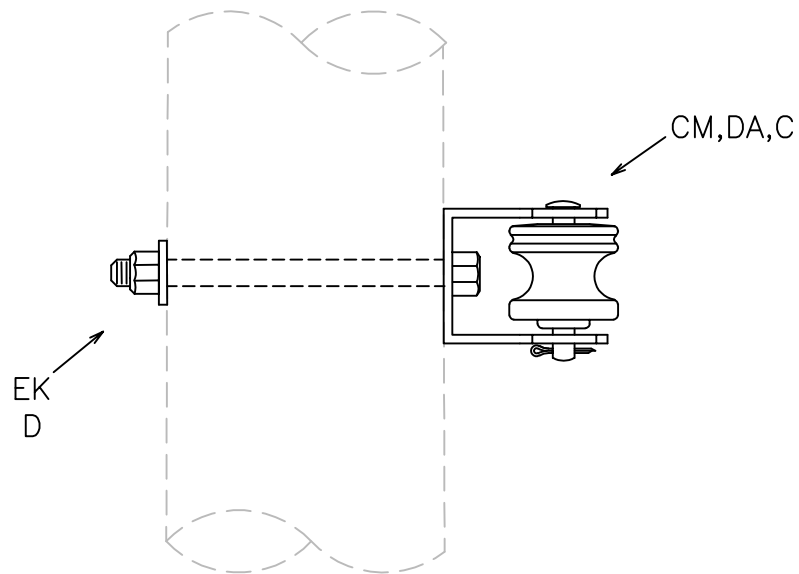
## 3-PHASE TRANSFORMERS 277/480V Y-Y



UNIT NO.

G314

ISSUE DATE: 2/25/2022



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
DA	CLEVIS, SQUARE D	1	S4150
C	5/8" MACHINE BOLT	1	
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
D	CURVED WASHER	1	S4125
EK	LOCKNUT 5/8"	1	S4140

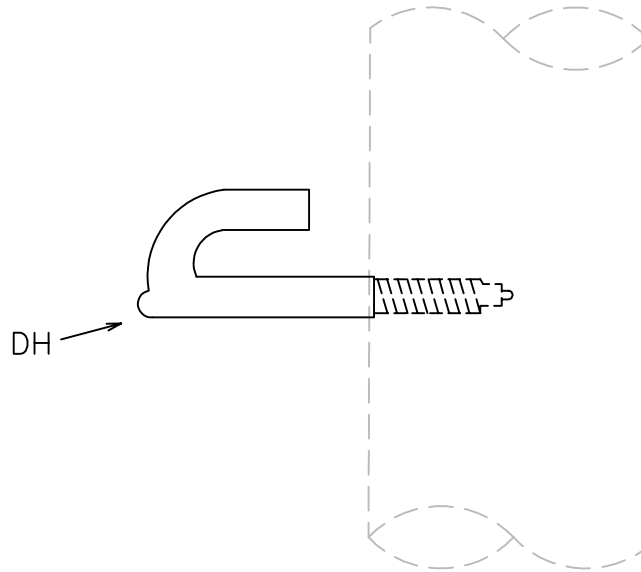
## SECONDARY CLEVIS



UNIT NO.

J10

ISSUE DATE: 11/28/2022  
186



NOTE:  
FOR 1/0 TWIST  
WIRE SIZE MAXIMUM

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
DH	DRIVE HOOK	1	S4180

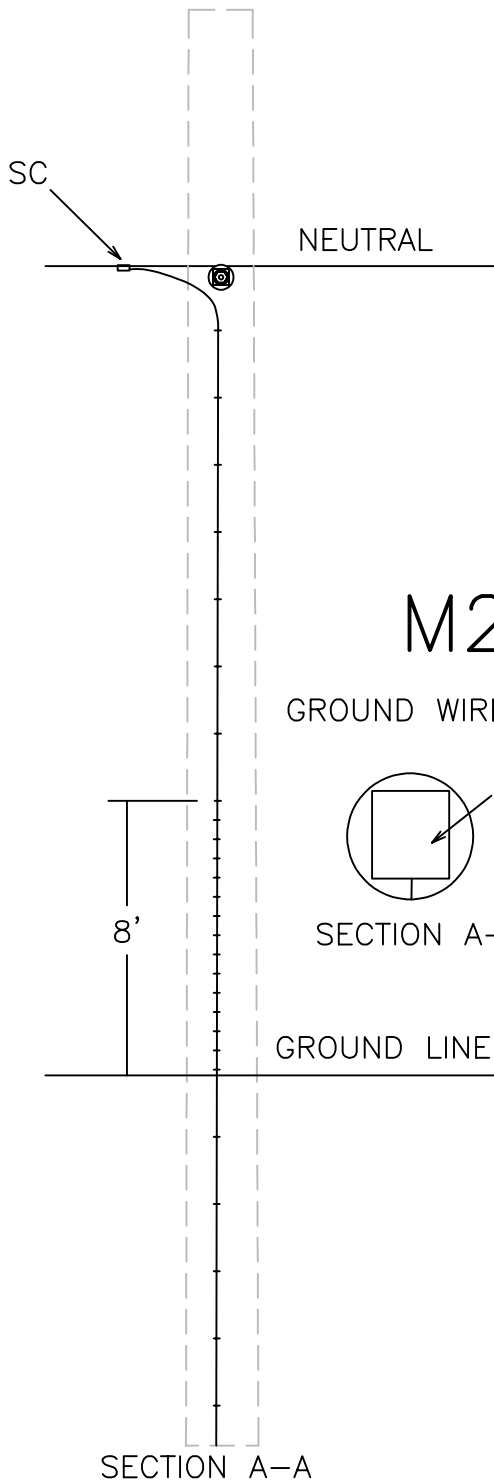
# POLE SERVICE ATTACHMENT



UNIT NO.

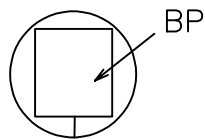
K14

ISSUE DATE: 2/25/2022

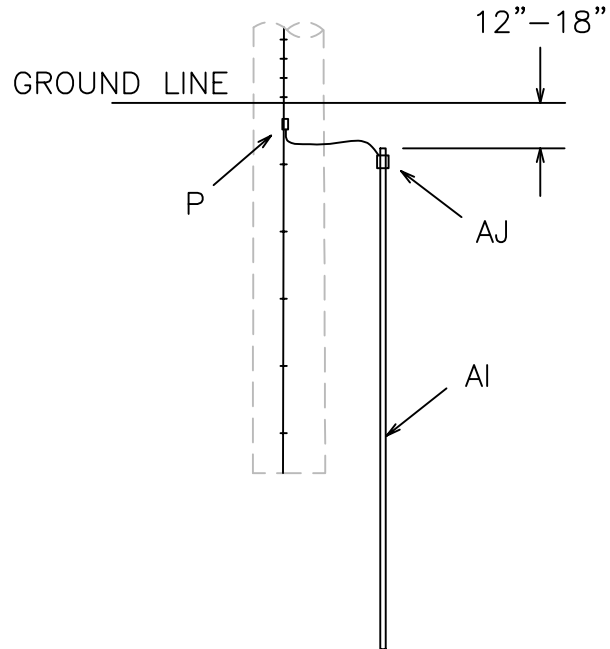


M2-2

GROUND WIRE BUTT PLATE



SECTION A-A



M2-1

GROUND ROD

1. GROUND WIRE TO BE LOCATED ON THE SIDE BETWEEN THE NEUTRAL AND GAIN.
2. STAPLES ON GROUND WIRE SHALL BE 2' APART, EXCEPT FOR A DISTANCE OF 8' ABOVE GROUND WHERE THEY SHALL BE 6" APART.
3. GROUND WIRE TO CLEAR ALL HARDWARE BY 2" MINIMUM AND SHALL BE STAPLED TO MAINTAIN THIS POSITION.
4. GROUND ROD TO BE DRIVEN IN UNDISTURBED SOIL.
5. COMPRESSION CONNECTOR SC TO BE POWER DRIVEN WEDGE FOR 4/0 AND LARGER CONDUCTORS.

M2-1

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
AI	8' COPPER GROUND ROD	1	S5020
AJ	GROUND ROD CLAMP	1	S4360
P	COPPER CRIMPIT C-TYPE	1	S4390
	#6 COPPER SOFT DRAWN	AR	S1790
	<b>M2-2</b>		
	GALVANIZED STAPLES	1	S4160
SC	COMPRESSION CONNECTOR	1	
BP	BUTT GROUNDING PLATE	1	S4248
	#6 COPPER SOFT DRAWN	AR	S1790

## GROUNDS POLE AND EQUIPMENT



UNIT NO.

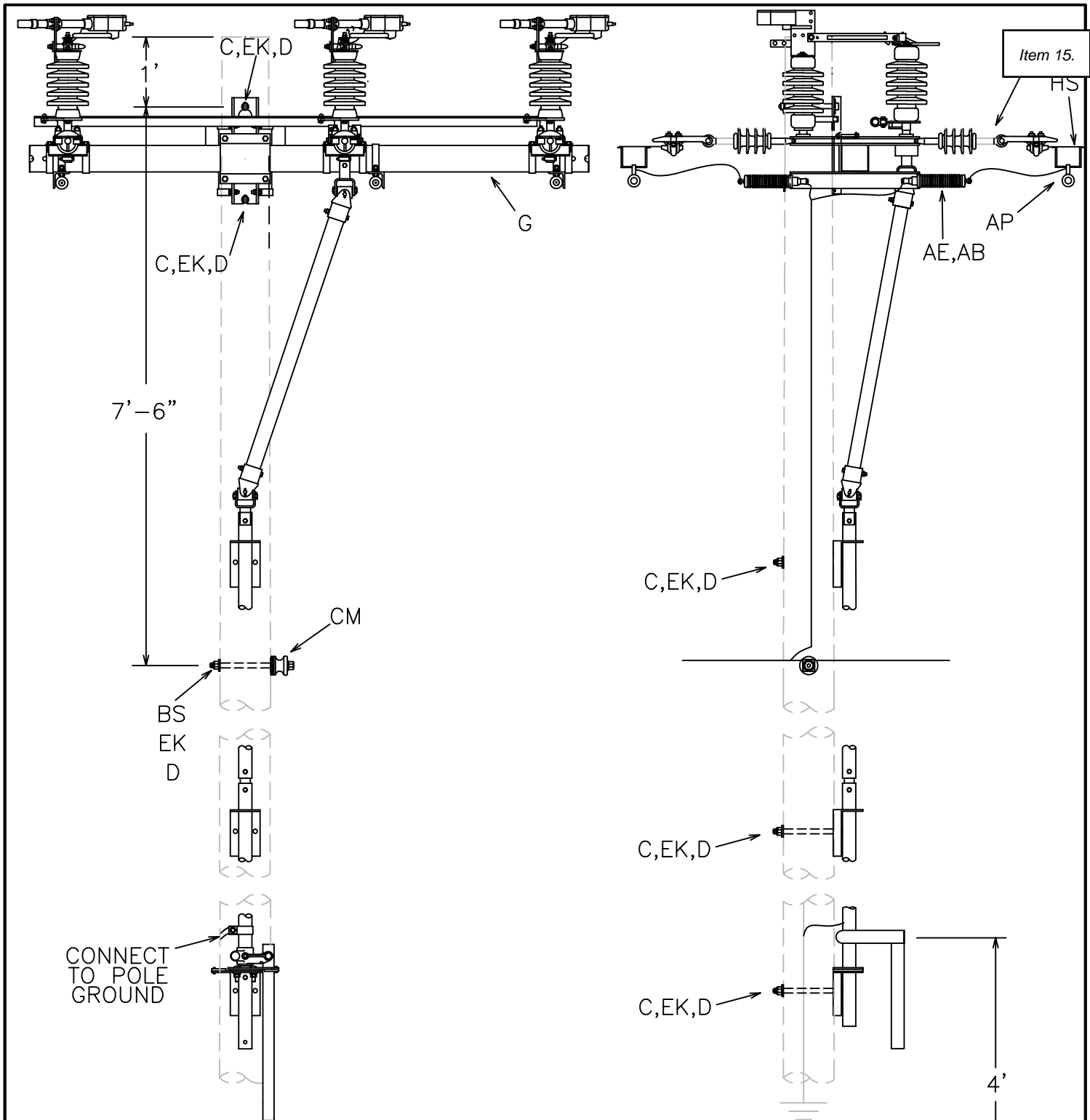
M2-1

M2-2

260

ISSUE DATE: 2/25/2022





LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
BS	5/8" SINGLE UPSET BOLT	1	
C	5/8" MACHINE BOLT	8	
CM	INSULATOR, NEUTRAL SPOOL	1	S4195
G	SWITCH, 15KV, LB, GANG	1	S
K	INSULATOR, SUSP'N POLY	6	S4205
L	DEADEND SHOE, LARGE	6	S4385
AE	ARRESTOR MOV, 7.65kV MCOV	6	S5068
AB	ARRESTOR BRACKET	6	S1192
HS	STIRRUP, LARGE	6	S4090
AP	HOTLINE CLAMP	6	S4095
D	CURVED WASHER	9	S4125
EK	LOCKNUT 5/8"	9	S4140

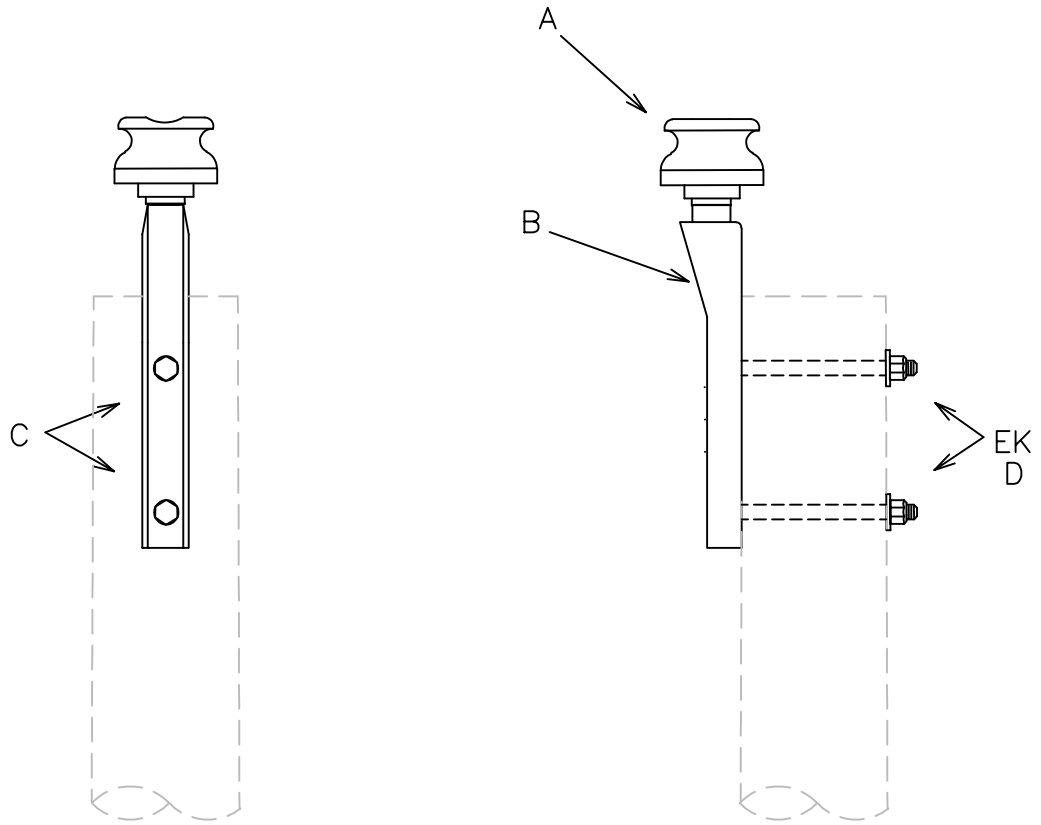
## LOAD BREAK SWITCH GANG OPERATED



UNIT NO.

M3-15

ISSUE DATE: 12/5/2022



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
C	5/8" MACHINE BOLT	2	
A	PIN TYPE INSULATOR	1	S4235
B	RIDGE PIN	1	S4240
D	CURVED WASHER	2	S4125
EK	LOCKNUT 5/8"	AR	S4140

## RIDGE PIN & INSULATOR



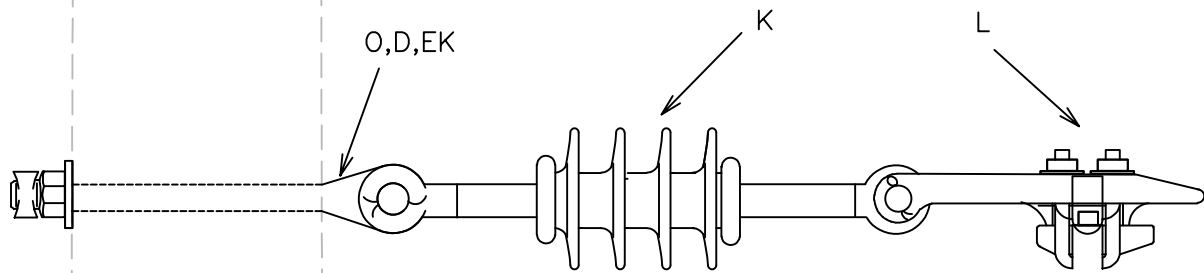
**SANGER**  
ELECTRIC UTILITIES

UNIT NO.

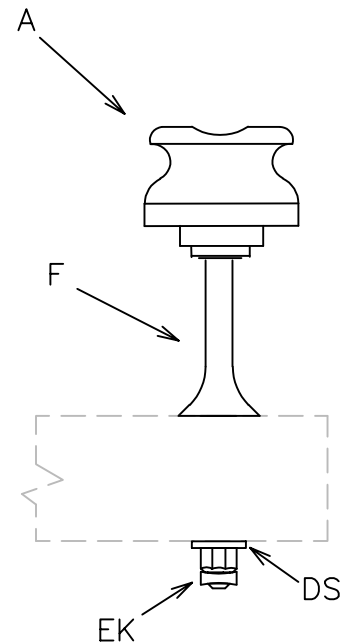
# M5-2

ISSUE DATE: 2/25/2022

262



M5-8



M5-5

M5-5

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
A	PIN TYPE INSULATOR	1	S4235
F	CROSSARM PIN LONG SHANK	1	S4236
DS	SQUARE WASHER	1	S4120
EK	LOCKNUT 5/8"	1	S4140
<b>M5-8</b>			
O	5/8" OVAL EYE BOLT	1	
L	DEADEND SHOE, SMALL	1	S4380
K	INSULATOR, SUSP'N POLY	1	S4205
D	CURVED WASHER	1	S4125
EK	LOCKNUT 5/8"	1	S4140

## INSULATOR PIN & CROSSARM

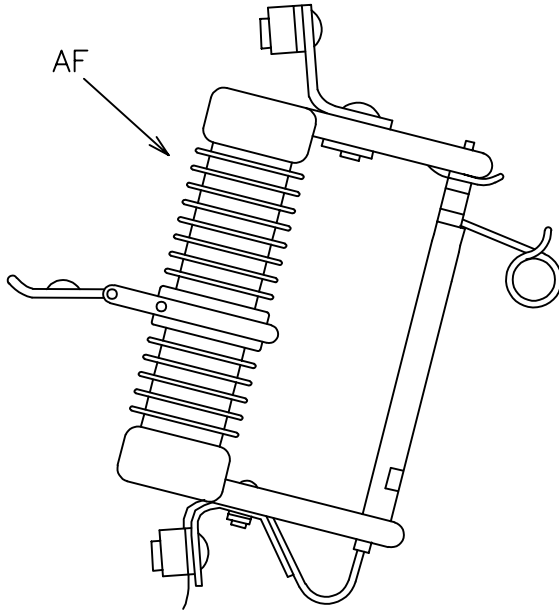


UNIT NO.

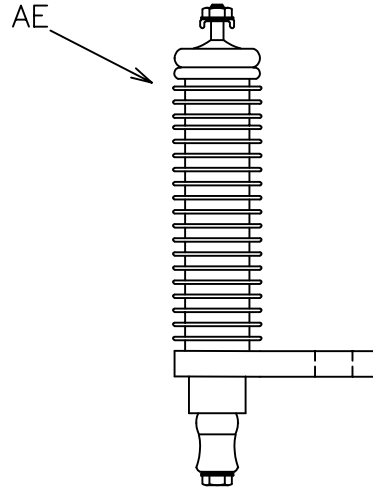
M5-5  
M5-8

263

 ISSUE DATE: 2/25/2022  
191



M5-10



M5-6

M5-6

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
AE	ARRESTOR MOV, 7.65kV MCOV	1	S5069
	M5-10		
AF	CUTOUT, 100 AMP	1	S4935

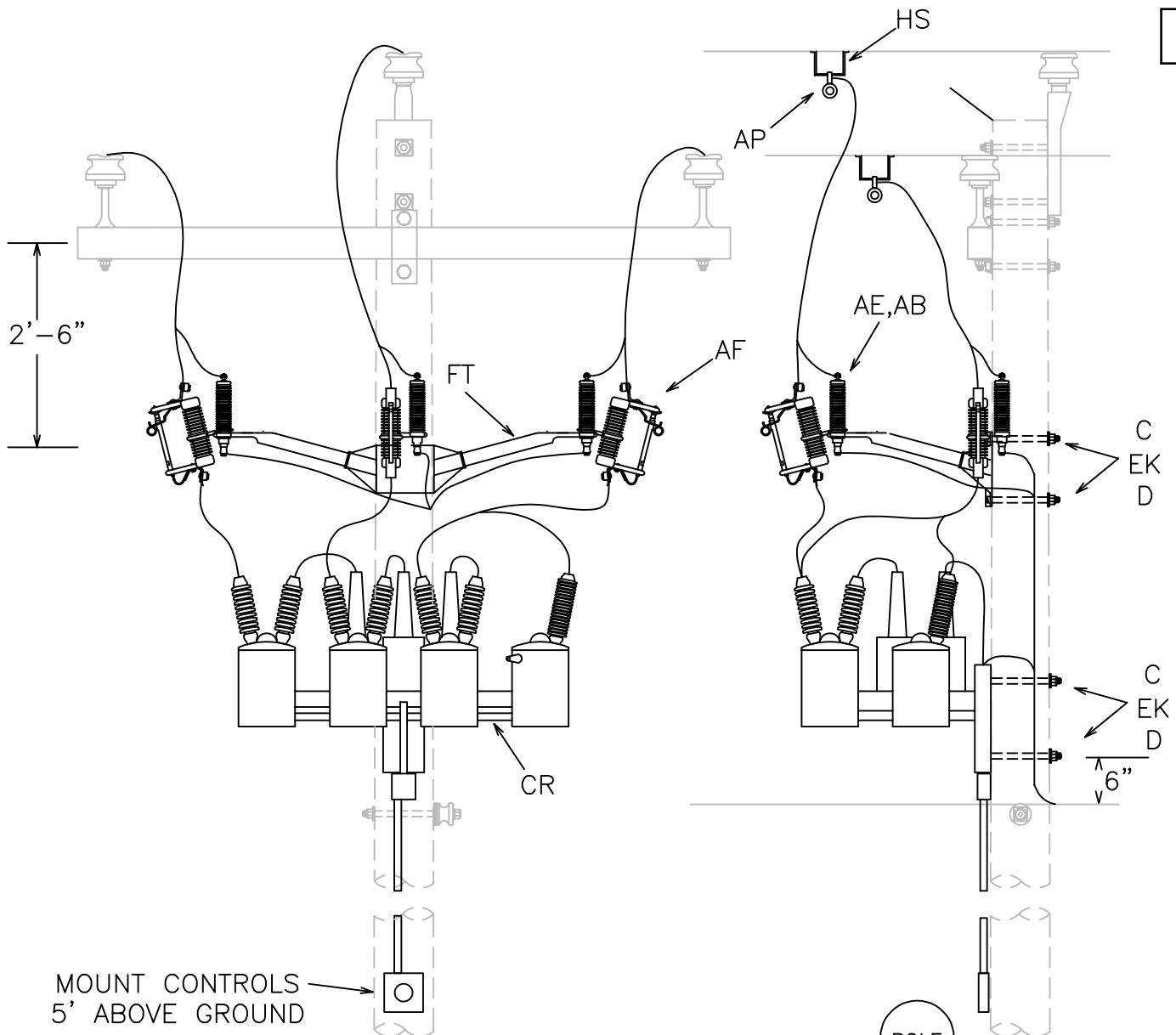
## ARRESTOR CUTOUT



UNIT NO.

M5-6  
M5-10

ISSUE DATE: 2/25/2022



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FT	BRACKET, FBRGL, 3-PHASE	1	S4970
C	5/8" MACHINE BOLT	4	
CR	CAPACITOR RACK	1	S_____
FC	CAPACITOR, kVAR AR	AR	
AF	CUTOUT, 100 AMP	3	S4935
AE	ARRESTOR MOV, 7.65kV MCOV	3	S5068
AB	ARRESTOR BRACKET	3	S1192
HS	STIRRUP, LARGE	3	S4090
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	4	S4125
EK	LOCKNUT 5/8"	AR	S4140

## 3-PHASE CAPACITOR BANK CONTROLLED

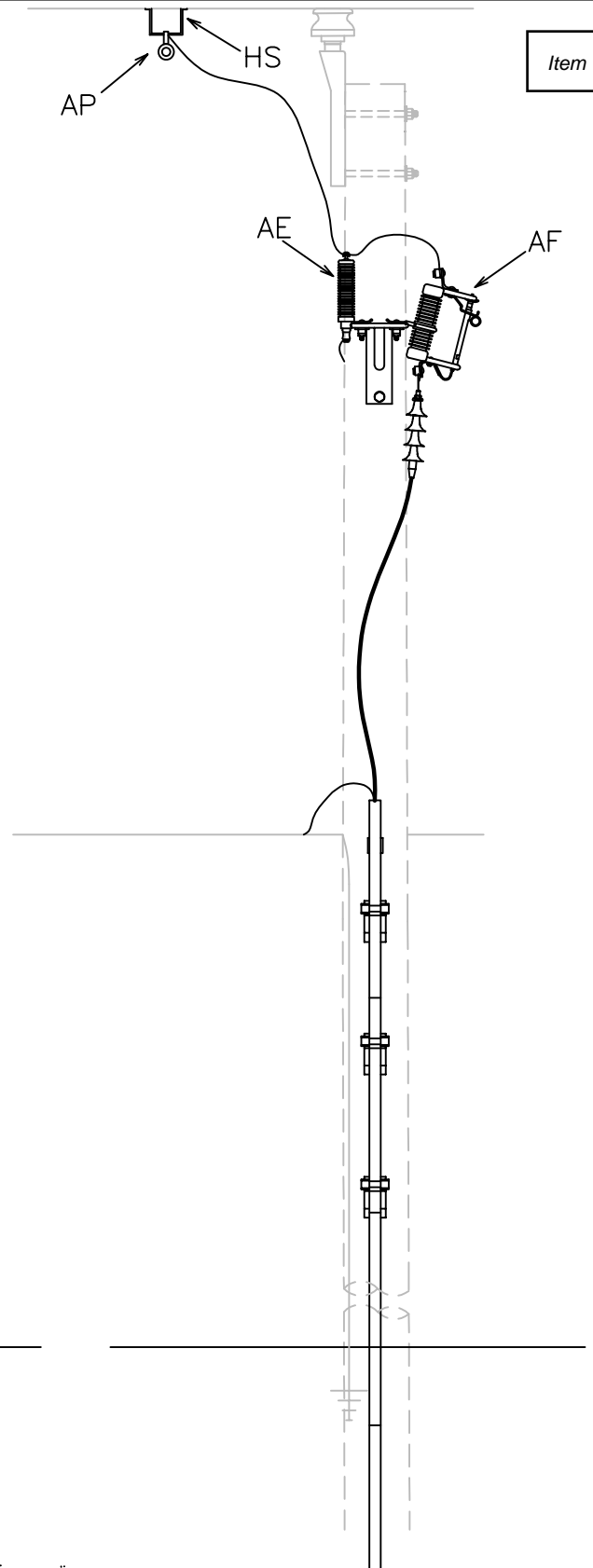
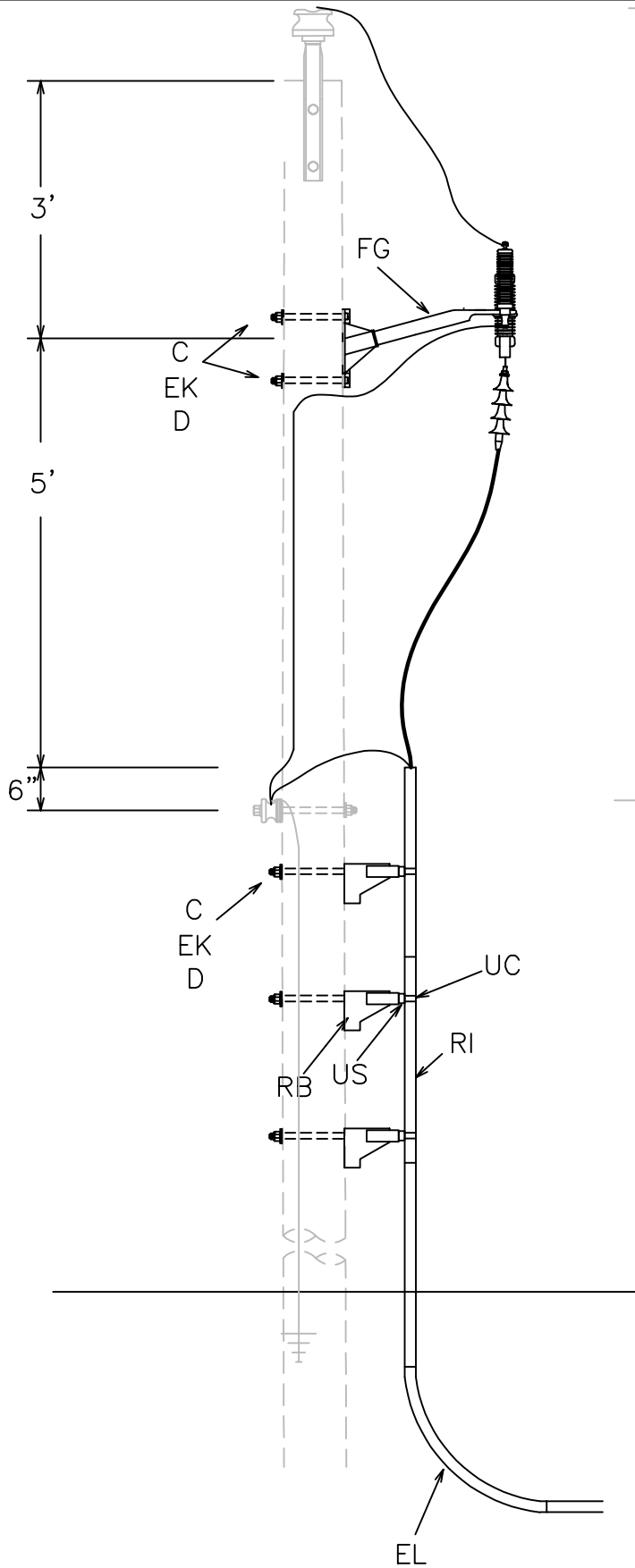


UNIT NO.

M9-13

265

ISSUE DATE: 12/5/2022  
193



Item 15.

# PRIMARY RISER SINGLE PHASE



UNIT NO.

UP2

266

ISSUE DATE: 8/4/2022  
194

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FG	BRACKET, FBRGL, DBL, 24"	1	S4968
C	5/8" MACHINE BOLT	5	
AF	CUTOUT, 100 AMP	1	S4935
AE	ARRESTOR MOV, 7.65kV RISER	1	S5067
RB	RISER BRACKET	3	S4975
HS	STIRRUP, SMALL	1	S4085
AP	HOTLINE CLAMP	1	S4095
D	CURVED WASHER	5	S4125
US	UNISTRUT	3	S5029
UC	UNISTRUT CLAMP, 2"	3	S4357
RI	2" PVC SCH 80 CONDUIT	30	S1420
EL	2" PVC ELBOW 36" SWEEP	1	S5350
EK	LOCKNUT 5/8"	AR	S4140

## PRIMARY RISER SINGLE PHASE

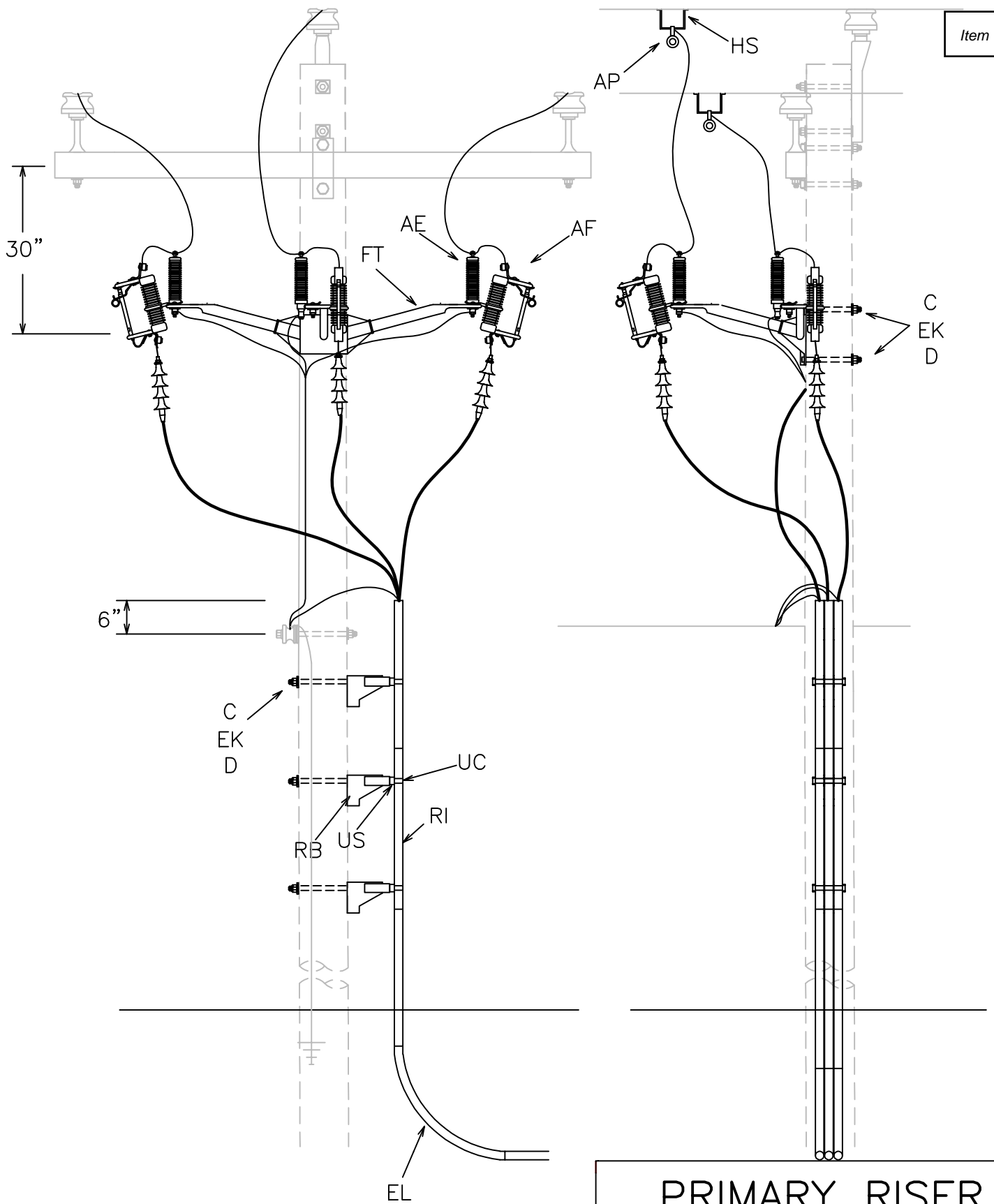


UNIT NO.

UP2

267

ISSUE DATE: 8/4/2022



# PRIMARY RISER 3 PHASE 3-2"



UNIT NO.

UP2-3

268

ISSUE DATE: 8/4/2022



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FT	BRACKET, 3 PH FBRGL SO	1	S4970
C	5/8" MACHINE BOLT	5	
AF	CUTOUT, 100 AMP	3	S4935
AE	ARRESTOR MOV, 7.65kV RISER	3	S5067
RB	RISER BRACKET	3	S4975
HS	STIRRUP, SMALL	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	5	S4125
US	UNISTRUT	3	S5029
UC	UNISTRUT CLAMP, 2"	9	S4357
RI	2" PVC SCH 80 CONDUIT	90	S1420
EL	2" PVC ELBOW 36" SWEEP	3	S5030
EK	LOCKNUT 5/8"	AR	S4140

PRIMARY RISER  
3 PHASE 3-2"

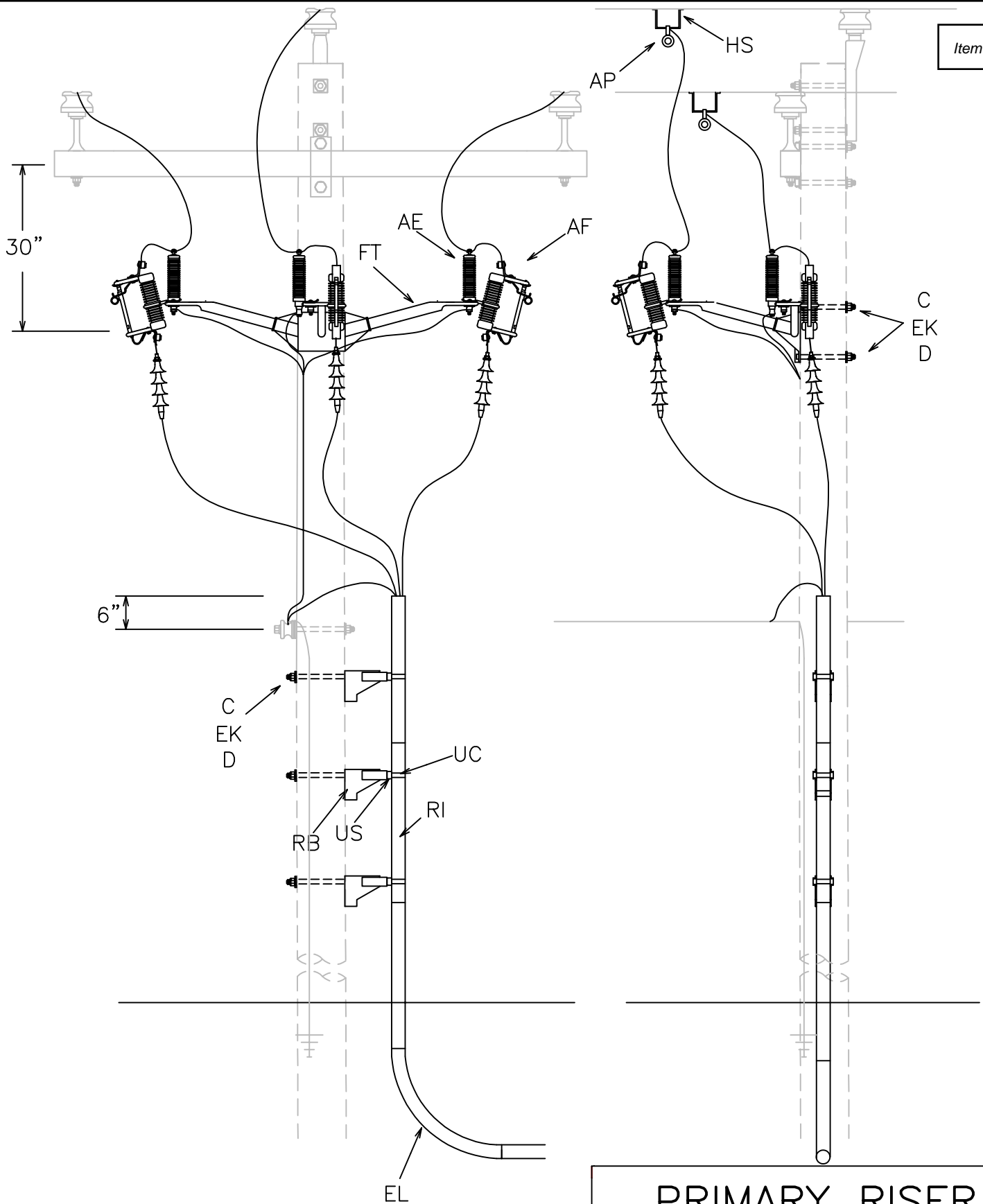


UNIT NO.

UP2-3

269

ISSUE DATE: 8/4/2022  
197



# PRIMARY RISER 3 PHASE 4"



UNIT NO.

UP4

270

ISSUE DATE: 8/4/2022

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
FT	BRACKET, 3 PH FBRGL SO	1	S4970
C	5/8" MACHINE BOLT	5	
AF	CUTOUT, 100 AMP	3	S4935
AE	ARRESTOR MOV, 7.65kV RISER	3	S5067
RB	RISER BRACKET	3	S4975
HS	STIRRUP, SMALL	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	5	S4125
US	UNISTRUT	3	S5029
UC	UNISTRUT CLAMP, 4"	3	S4355
RI	4" PVC SCH 80 CONDUIT	30	S1416
EL	4" PVC ELBOW 36" SWEEP	1	S_____
EK	LOCKNUT 5/8"	AR	S4140

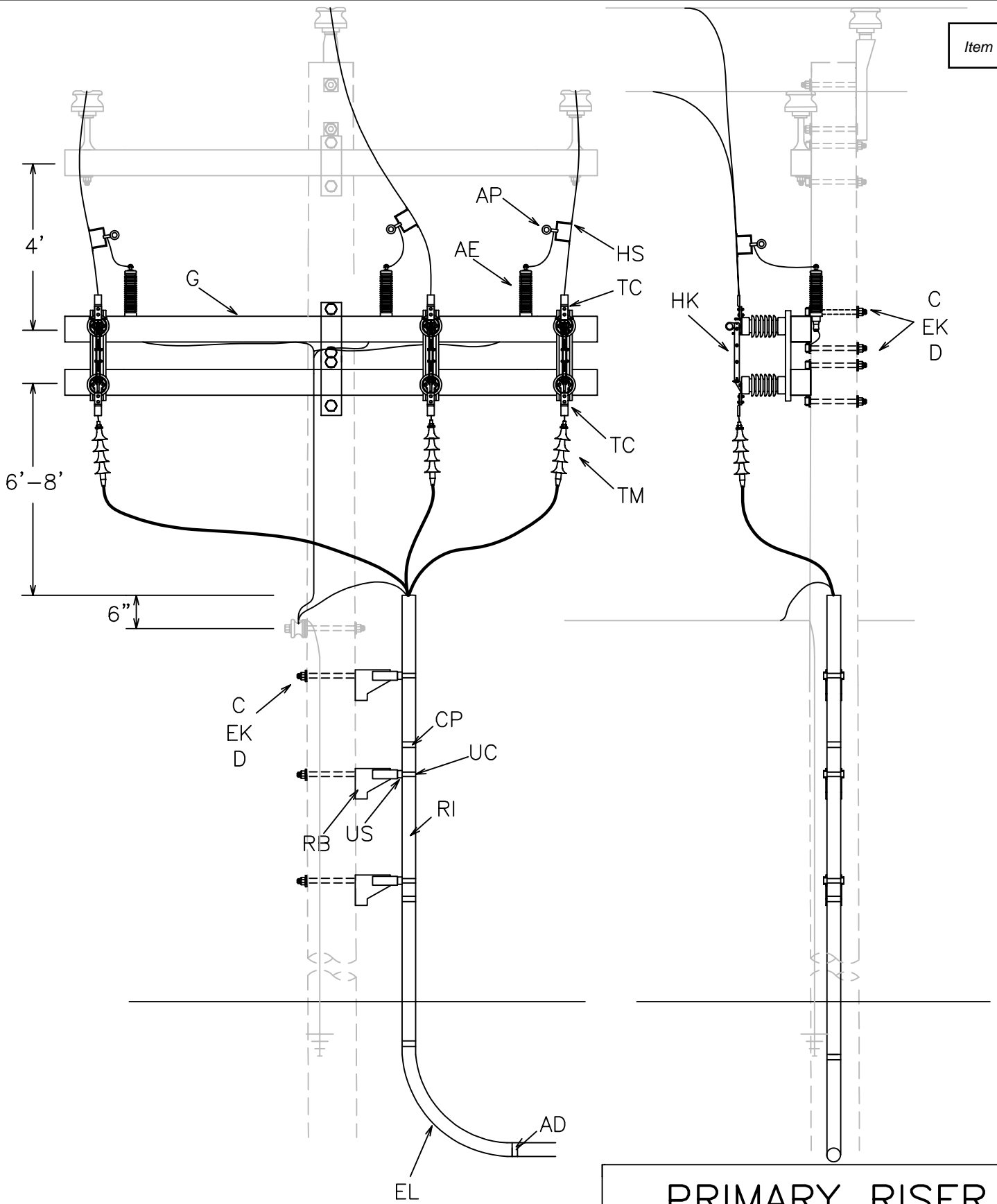
## PRIMARY RISER 3 PHASE 4"



UNIT NO.

UP4

ISSUE DATE: 8/4/2022



# PRIMARY RISER 3 PHASE 6"



UNIT NO.

UP6

ISSUE DATE: 8/4/2022

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
G	8' FIBERGLASS CROSSARM	2	S5600
C	5/8" MACHINE BOLT	7	
HK	HOOKSWITCH, 600A	3	S_____
AE	ARRESTOR MOV, 7.65kV RISER	3	S5067
RB	RISER BRACKET	3	S4975
HS	STIRRUP, LARGE	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	7	S4125
US	UNISTRUT	3	S5029
UC	UNISTRUT CLAMP, 6"	3	S4358
RI	6" RIDGID ALUMINUM CONDUIT	30	S5055
CP	6" RIDGID AL. COUPLING	3	S_____
AD	6" PVC ADPTR 6" AL.	1	S_____
EL	6" RIDGID AL. ELBOW	1	S_____
TM	TERMINATOR, 500-1000MCM	3	S_____
TC	2 HOLE COMP TERM, AR	6	
EK	LOCKNUT 5/8"	AR	S4140

# PRIMARY RISER 3 PHASE 6"

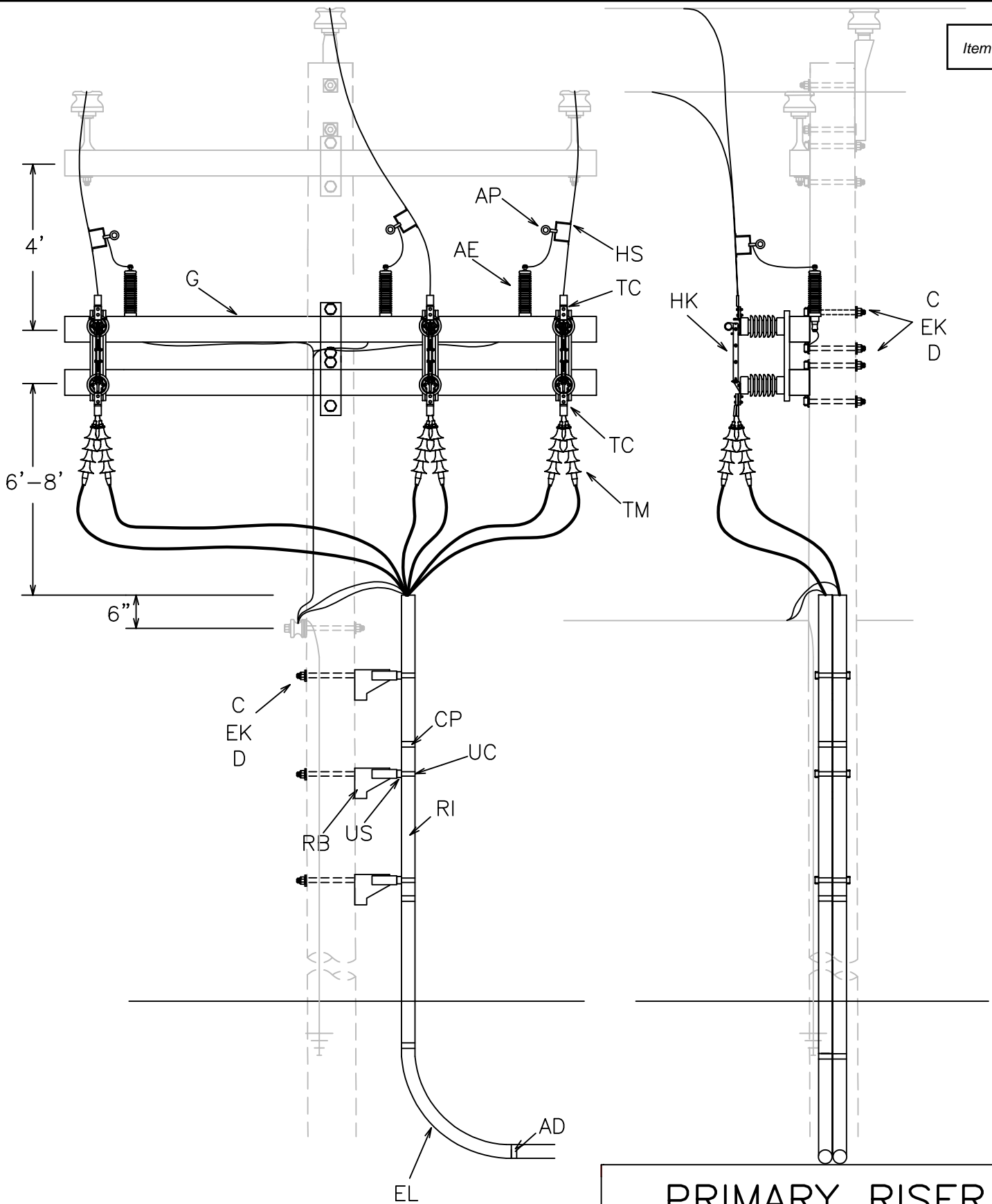


UNIT NO.

UP6

273

ISSUE DATE: 8/4/2022  
201



PRIMARY RISER  
3 PH 2-6" 900A



UNIT NO.

UP6B

274

ISSUE DATE: 12/8/2022  
202

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
G	8' FIBERGLASS CROSSARM	2	S5600
C	5/8" MACHINE BOLT	7	
HK	HOOKSWITCH, 900A	3	S_____
AE	ARRESTOR MOV, 7.65kV RISER	3	S5067
RB	RISER BRACKET	3	S4975
HS	STIRRUP, LARGE	3	S4085
AP	HOTLINE CLAMP	3	S4095
D	CURVED WASHER	7	S4125
US	UNISTRUT	6	S5029
UC	UNISTRUT CLAMP, 6"	6	S4358
RI	6" RIDGID ALUMINUM CONDUIT	30	S5055
CP	6" RIDGID AL. COUPLING	6	S_____
AD	6" PVC ADPTR 6" AL.	2	S_____
EL	6" RIDGID AL. ELBOW	2	S_____
TM	TERMINATOR, 500-1000MCM	6	S_____
TC	2 HOLE COMP TERM, AR	9	
EK	LOCKNUT 5/8"	AR	S4140

PRIMARY RISER  
3 PH 2-6" 900A



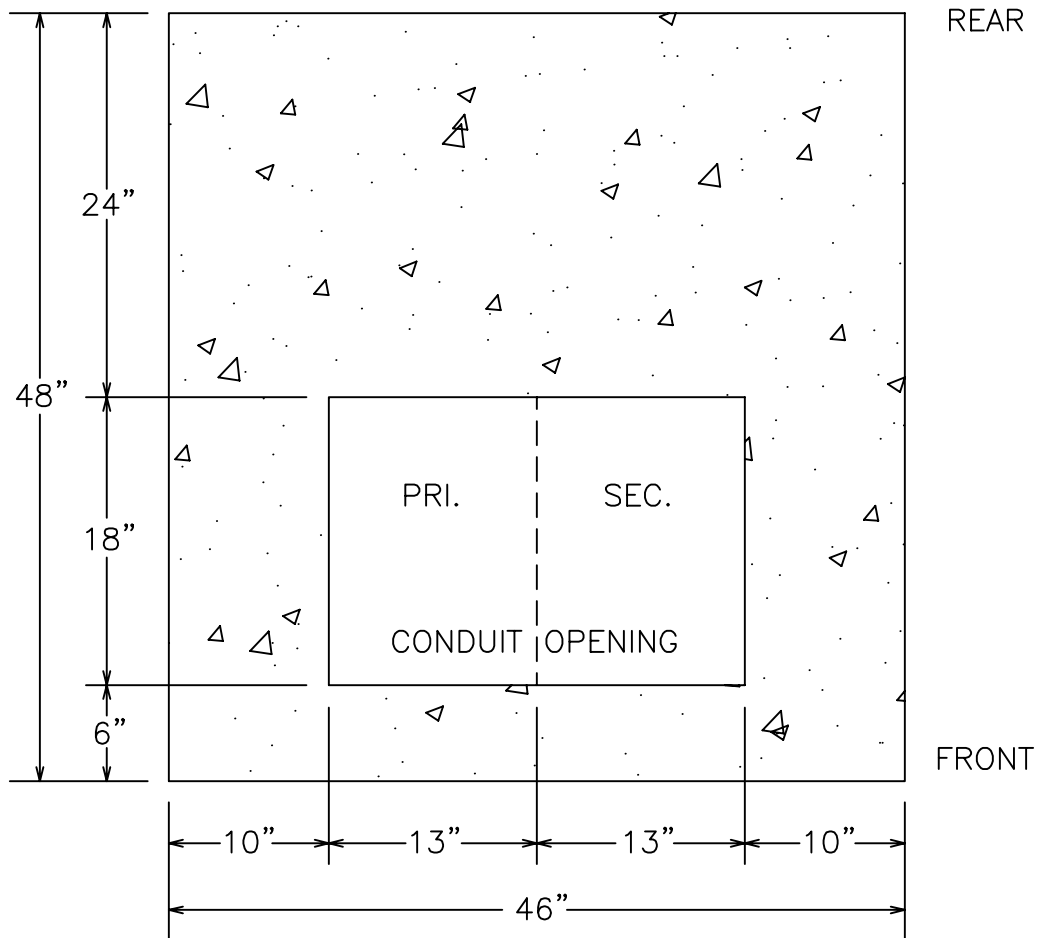
UNIT NO.

UP6B

275

ISSUE DATE: 12/8/2022

203



1 PHASE XFMR PAD  
25 TO 167kVA



UNIT NO.

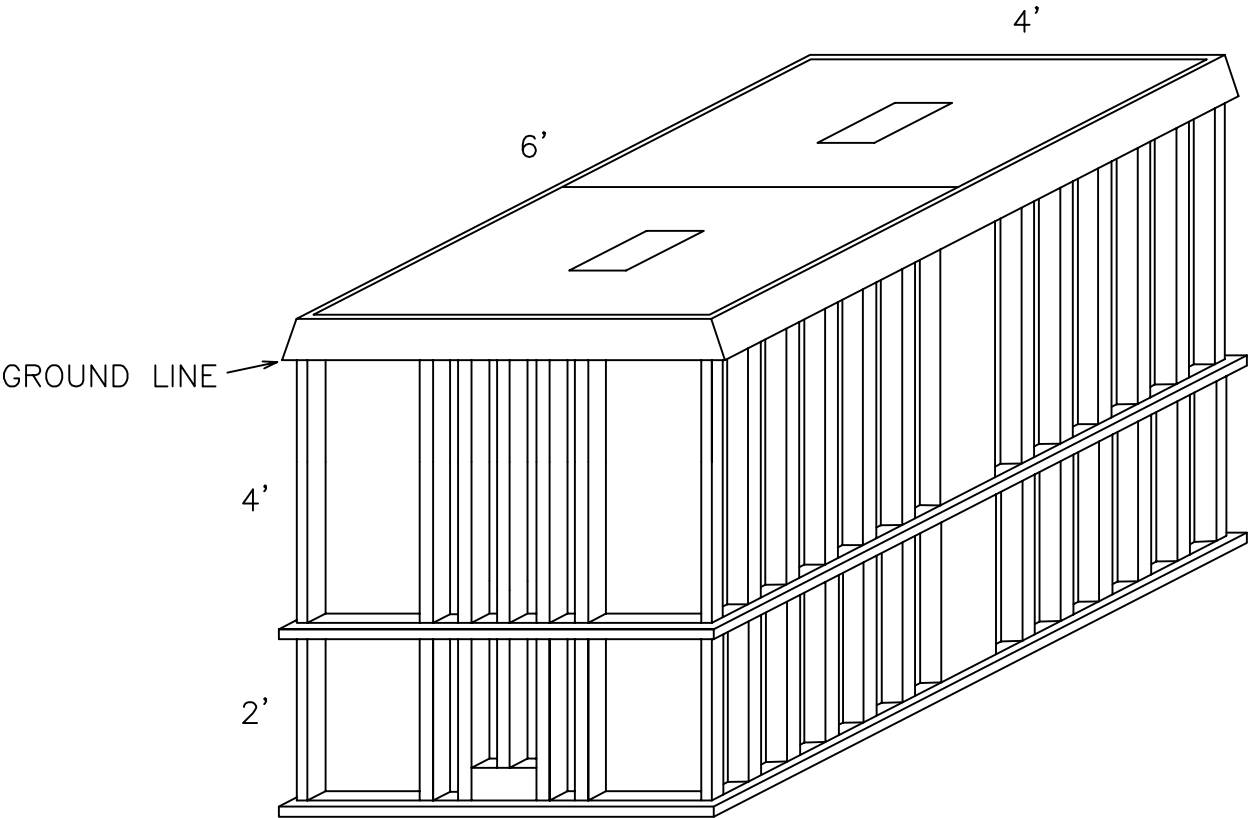
UPAD

276

ISSUE DATE: 8/5/2022  
204


LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
	PREFAB XFMR PAD	1	S1636





LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
	FIBERGLASS PULLBOX 4X6X6	1	PER ORDER

UG PULLBOX  
LARGE

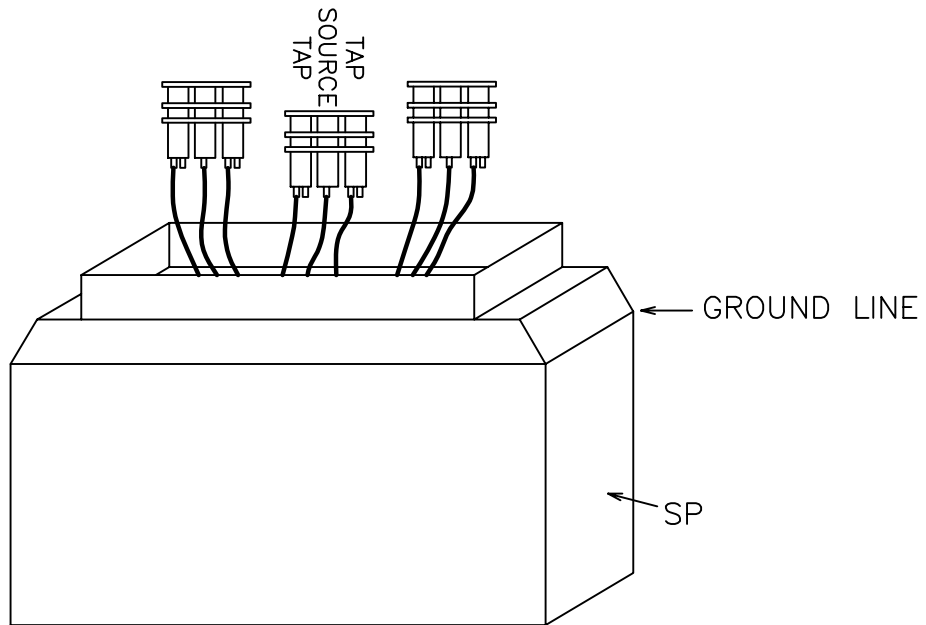
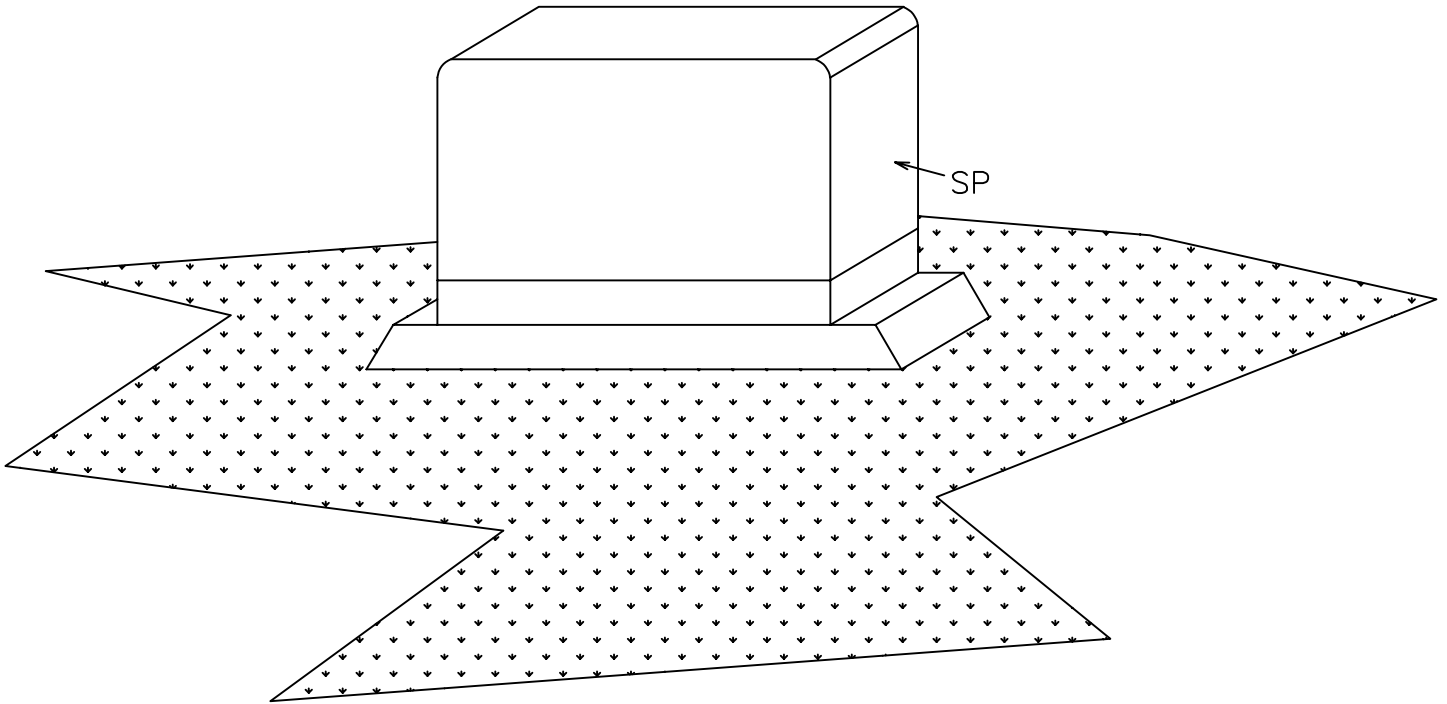


UNIT NO.  
  
UPBI

ISSUE DATE: 8/5/2022

277

205



## UG SECONDARY PEDESTAL



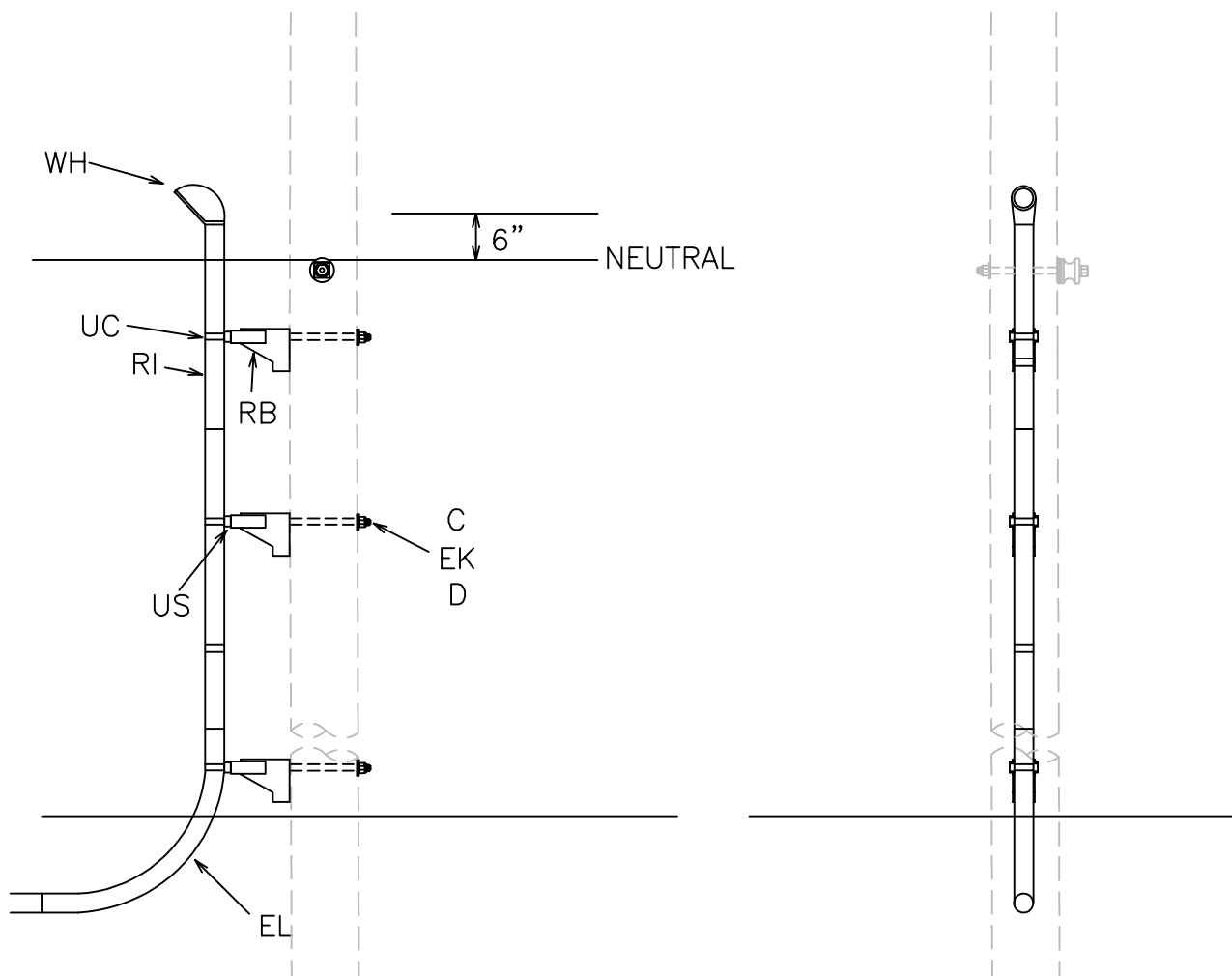
UNIT NO.

UPED

ISSUE DATE: 8/5/2022  
206

278

LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
SP	SEC. PED W/CONNECTORS	1	S1630



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
C	5/8" MACHINE BOLT	3	
RB	RISER BRACKET	3	S4975
RI	2" PVC SCH 80 CONDUIT	30	S1420
UC	UNISTRUT CLAMP, 2"	3	S4357
EL	2" PVC ELBOW 24" SWEEP	1	S5100
WH	2" WEATHERHEAD	1	S4700
US	UNISTRUT	3	S5029
D	CURVED WASHER	5	S4125
EK	LOCKNUT 5/8"	AR	S4140

## SECONDARY RISER 2"

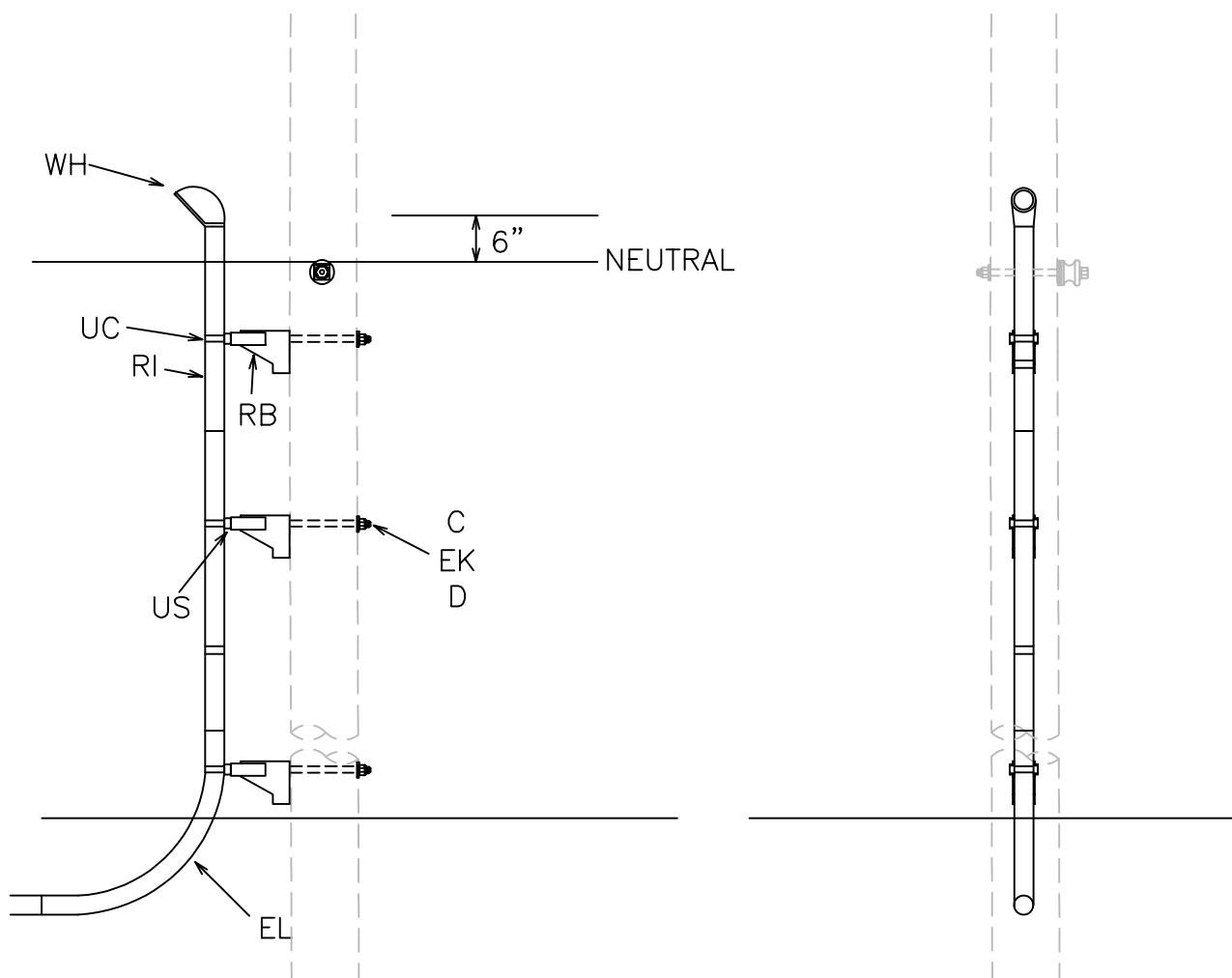


UNIT NO.

US2

279

ISSUE DATE: 8/4/2022  
207



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
C	5/8" MACHINE BOLT	3	
RB	RISER BRACKET	3	S4975
RI	3" PVC SCH 80 CONDUIT	30	S1412
UC	UNISTRUT CLAMP, 3"	3	S4356
EL	3" PVC ELBOW 36" SWEEP	1	S5200
WH	3" WEATHERHEAD	1	S4305
US	UNISTRUT	3	S5029
D	CURVED WASHER	5	S4125
EK	LOCKNUT 5/8"	AR	S4140

## SECONDARY RISER 3"

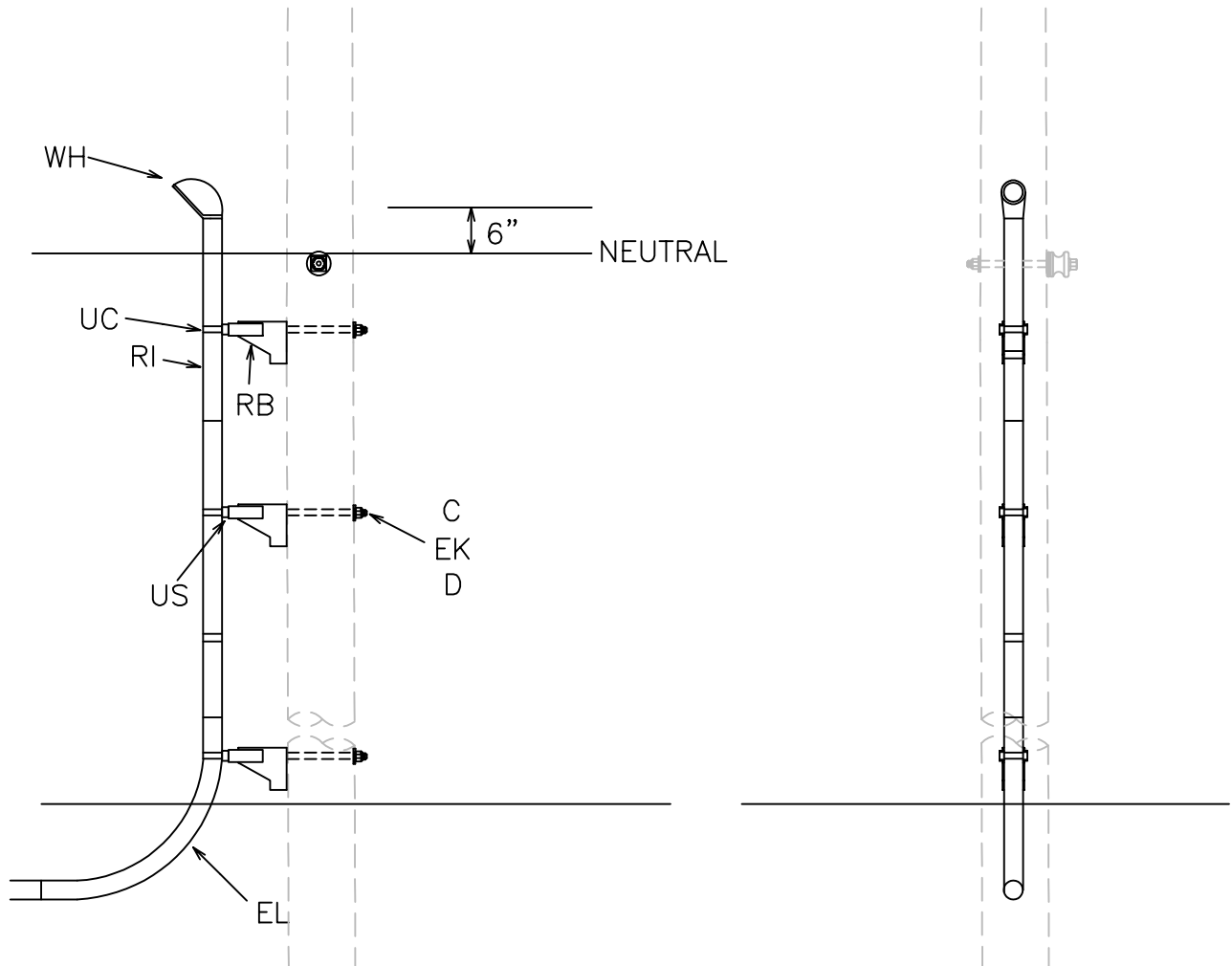


UNIT NO.

US3

280

ISSUE DATE: 8/5/2022  
208



LETTER CODE	DESCRIPTION	QTY	STOCK NUMBER
C	5/8" MACHINE BOLT	3	
RB	RISER BRACKET	3	S4975
RI	4" PVC SCH 80 CONDUIT	30	S1416
UC	UNISTRUT CLAMP, 4"	3	S4355
EL	4" PVC ELBOW 36" SWEEP	1	S5300
WH	4" WEATHERHEAD	1	S4310
US	UNISTRUT	3	S5029
D	CURVED WASHER	5	S4125
EK	LOCKNUT 5/8"	AR	S4140

## SECONDARY RISER 4"



UNIT NO.

US4

281

ISSUE DATE: 8/5/2022  
209



June 26, 2023

To The Honorable Mayor and City Council

Re: Update to Atmos Energy Corporation's Conservation and Energy Efficiency Tariff

Dear Mayor and City Council,

Please find enclosed updated copies of the company's residential and commercial tariffs. These tariffs include a conservation and energy efficiency component. This tariff is effective July 1, 2023 and provides opportunities for your citizens to participate in various energy efficiency programs and appliance rebates. This filing is for informational purposes only and no action is required on your part.

If you have any questions, please feel free to contact me.

Sincerely,

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

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

Enclosures:  
Residential tariffs  
Commercial tariffs





RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION IN THE ATMOS TEXAS MUNICIPALITIES COALITION ("ATM")	
EFFECTIVE DATE:	Bills Rendered on or after 07/01/2023	PAGE 31

**Application**

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 18.85 per month
Rider CEE Surcharge	\$ 0.05 per month <sup>1</sup>
Interim Rate Adjustment ("IRA")	\$ 22.33 per month <sup>2</sup>
<b>Total Customer Charge</b>	\$ 41.23 per month
Commodity Charge – All <u>Ccf</u>	\$0.14846 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

<sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.  
<sup>2</sup>2018 IRA - \$2.84, 2019 IRA - \$4.71, 2020 IRA - \$4.54, 2021 IRA - \$5.15, 2022 IRA - \$5.09.



RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION IN THE ATMOS TEXAS MUNICIPALITIES COALITION (“ATM”)	
EFFECTIVE DATE:	Bills Rendered on or after 07/01/2023	PAGE 32

Exhibit A

Cities in the Atmos Texas Municipalities Coalition:

- AUSTIN  
BALCH SPRINGS  
BANDERA  
BLOOMING GROVE  
BURNET  
CAMERON  
CEDAR PARK  
CLIFTON  
COMMERCE  
COPPERAS COVE  
CORSICANA  
ELECTRA  
FREDERICKSBURG  
GATESVILLE  
GOLDTHWAITE  
GRANBURY  
GREENVILLE  
GROESBECK  
HAMILTON  
HEATH  
HENRIETTA  
HICKORY CREEK  
HICO  
HILLSBORO  
LAMPASAS  
LEANDER  
LONGVIEW  
MARBLE FALLS  
MART  
MEXIA  
OLNEY  
PFLUGERVILLE  
POINT  
PRINCETON  
RANGER  
RICE  
RIESEL  
ROCKDALE  
ROGERS  
ROUND ROCK  
SAN ANGELO  
SANGER  
SOMERVILLE
- STAR HARBOR  
TRINIDAD  
WHITNEY

**MID-TEX DIVISION  
ATMOS ENERGY CORPORATION**

**RRC Tariff No: 33011**

<b>RATE SCHEDULE:</b>	<b>C – COMMERCIAL SALES</b>	
<b>APPLICABLE TO:</b>	<b>ALL CUSTOMERS IN THE MID-TEX DIVISION IN THE ATMOS TEXAS MUNICIPALITIES COALITION ("ATM")</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 07/01/2023</b>	<b>PAGE 33</b>

**Application**

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

**Type of Service**

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

**Monthly Rate**

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Bill	\$ 43.50 per month
Rider CEE Surcharge	\$ (0.02) per month <sup>1</sup>
Interim Rate Adjustment ("IRA")	\$ 70.86 per month <sup>2</sup>
<b>Total Customer Charge</b>	<b>\$ 114.34 per month</b>
Commodity Charge – All Ccf	\$ 0.09165 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

**Agreement**

An Agreement for Gas Service may be required.

**Notice**

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

**Presumption of Plant Protection Level**

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at [mdtx-div-plantprotection@atmosenergy.com](mailto:mdtx-div-plantprotection@atmosenergy.com).

<sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2023.

<sup>2</sup> 2018 IRA - \$8.74, 2019 IRA - \$14.54, 2020 IRA - \$14.48, 2021 IRA - \$16.47, 2022 IRA - \$16.63.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION IN THE ATMOS TEXAS MUNICIPALITIES COALITION (“ATM”)	
EFFECTIVE DATE:	Bills Rendered on or after 07/01/2023	PAGE 34

Exhibit A

Cities in the Atmos Texas Municipalities Coalition:

- AUSTIN

BALCH SPRINGS

BANDERA

BLOOMING GROVE

BURNET

CAMERON

CEDAR PARK

CLIFTON

COMMERCE

COPPERAS COVE

CORSICANA

ELECTRA

FREDERICKSBURG

GATESVILLE

GOLDTHWAITE

GRANBURY

GREENVILLE

GROESBECK

HAMILTON

HEATH

HENRIETTA

HICKORY CREEK

HICO

HILLSBORO

LAMPASAS

LEANDER

LONGVIEW

MARBLE FALLS

MART

MEXIA

OLNEY

PFLUGERVILLE

POINT

PRINCETON

RANGER

RICE

RIESEL

ROCKDALE

ROGERS

ROUND ROCK

SAN ANGELO

SANGER

SOMERVILLE
- STAR HARBOR

TRINIDAD

WHITNEY





Chris Felan  
Vice President  
Rates & Regulatory Affairs

June 23, 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 July 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  
July, 2023  
PREPARED IN ACCORDANCE WITH  
GAS UTILITIES DOCKET NO. 10170

<b>Part (a) - Mid-Tex Commodity Costs</b>					
Line	(a)	(b)			
1	Estimated Gas Cost per Unit:	\$0.21832			
2	Estimated City Gate Deliveries:	55,545,220			
3	Estimated Gas Cost:	\$12,126,632			
4	Lost and Unaccounted For Gas %	2.5932%			
5	Estimated Lost and Unaccounted for Gas	\$314,468			
6	Total Estimated City Gate Gas Cost:	\$12,441,100			
7	Estimated Sales Volume:	54,091,310			
8	Estimated Gas Cost Factor - (EGCF)	0.23000			
9	Reconciliation Factor - (RF):	0.00000			
10	Taxes (TXS):	0.00000			
11	Adjustment - (ADJ):	0.00000			
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.23000 per Ccf	Btu Factor 0.1024	Per MMBtu \$2.2461	
<b>Part (b) - Pipeline Services Costs</b>					
Line	(a)	(b)	(c)	(d)	(e)
			Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service Rate T - Transportation <sup>1</sup>
	<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	\$49,255,722	31,672,759	15,046,441	2,536,522
15	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
16	Net Fixed Costs	\$49,255,722	\$31,672,759	\$15,046,441	\$2,536,522
	<u>Commodity Costs</u>				
17	a. Estimated Commodity Cost of Pipeline Services	(\$824,450)	(634,087)	(260,180)	69,817
18	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
19	Net Commodity Cost of Pipeline Services	(\$824,450)	(\$634,087)	(\$260,180)	\$69,817
20	<b>Total Estimated Pipeline Costs (Line 16 + Line 19)</b>	\$48,431,272	\$31,038,672	\$14,786,261	\$2,606,339
21	Estimated Billed Volumes		67,269,500 Ccf	46,333,460 Ccf	4,882,330 MMBtu
22	Pipeline Cost Factor (PCF) [Line 20 / Line 21] (Taxable)		0.46140 Ccf	0.31910 Ccf	\$0.5338 MMBtu
23	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)		0.23000 Ccf	0.23000 Ccf	\$2.2461 MMBtu
24	<b>Rider GCR</b>		<u>0.69140 Ccf</u>	<u>0.54910 Ccf</u>	<u>Rate I - \$2.7799 MMBtu</u>
25					<u>Rate T - \$0.5338 MMBtu</u>

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