

CITY COUNCIL

MEETING AGENDA

SEPTEMBER 15, 2025, 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

REPORTS

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

1. Annual Presentation from the City Secretary's Office.

DISCUSSION ITEMS

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. Proclamation - National Association of Town Watch in support of National Night Out on Tuesday, October 7, 2025

REPORTS

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

3. Representative Jared Patterson providing an update from the 89th Legislative Session.
4. Annual Presentation from the City Secretary's Office.

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 September 2, 2025, meeting.
6. Consideration and possible action to approve and authorize the Sanger Economic Development Corporation to execute a service agreement with Civic Solutions Partnership, LLP for the development of an Economic Development Strategic Plan, in an amount not to exceed \$90,000.

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.

7. Change Order Memo August 2025

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 September 9, 2025, by 1:30 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.



PROCLAMATION

WHEREAS, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, October 7, 2025, entitled “National Night Out”; and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in the City of Sanger to join over 38 million neighbors across 17 thousand communities from all 50 states, U.S. territories and military bases worldwide; and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

WHEREAS, neighbors in Sanger assist the local law enforcement agency through joint community-building efforts and support National Night Out 2025; and

WHEREAS, it is essential that all neighbors of Sanger come together with the police and work together to build a safer, more caring community; and

WHEREAS, we call upon our neighbors of Sanger to join the City of Sanger, the Sanger Police Department, and the National Association of Town Watch in support of National Night Out.

NOW, THEREFORE, I, Thomas E. Muir, Mayor of the City of Sanger, on behalf of the entire City Council, hereby call upon all neighbors of Sanger to join the Sanger Police Department and the National Association of Town Watch in support of National NightOut on Tuesday, October 7, 2025:

NATIONAL NIGHT OUT

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Sanger to be affixed this 15th day of September 2025.

Thomas E. Muir, Mayor



CITY COUNCIL COMMUNICATION

DATE: September 15, 2025

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the September 2, 2025, 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 meeting on September 2, 2025.

ATTACHMENTS:

City Council minutes

CITY COUNCIL

MEETING MINUTES

SEPTEMBER 02, 2025, 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 6:02 p.m.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, Chief Financial Officer Clayton Gray, Director of Development Services Ramie Hammonds, Director of Public Works Jim Bolz, Parks & Recreation Director Ryan Nolting, Fire Chief David Pennington, Assistant Fire Chief Casey Welborn, and Lt. Justin Lewis.

DISCUSSION ITEMS

1. Discussion regarding the Marion Road construction project.

Director Bolz introduced the Kimley-Horn team. Kaley Wilson with Kimley-Horn provided a presentation and overview of the reconstruction on Marion Road.

Discussion ensued regarding the total cost, the amount committed by Denton County, the forthcoming speed study, the location of utilities, and the public meeting scheduled for September 23, 2025.

2. Discussion on the 2025-2027 Interlocal Cooperation Agreement Fire Protection Services between Denton County and the City of Sanger.

Chief Pennington provided an overview of the item.

Discussion ensued regarding the aspects of the agreement, the cost to answer an EMS call, the amount reimbursed by the County, the number of calls in the County, and the cost of the additional equipment necessary to outfit the Medic.

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

No additional discussion.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 7:11 p.m.

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:21 p.m.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, Chief Financial Officer Clayton Gray, Director of Development Services Ramie Hammonds, Director of Public Works Jim Bolz, Parks & Recreation Director Ryan Nolting, Fire Chief David Pennington, Assistant Fire Chief Casey Welborn, and Police Chief Cheek.

INVOCATION AND PLEDGE

Councilmember Gann gave the Invocation. The Pledge of Allegiance was led by Councilmember Barrett.

CITIZENS COMMENTS

No one addressed the Council.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

3. United Way Proclamation - United is The Way Month September 2025

Mayor Muir read the proclamation.

Mayor Muir called for a motion supporting the motion.

Motion: Chick

Second: Gann

Ayes: Barrett, Bilyeu, Burrus, Chick, and Gann.

Nays: None

Motion passed unanimously.

CONSENT AGENDA

4. Consideration and possible action on the Final Plat of Sanger Middle School, being 28.791 acres, located in the City of Sanger, and located at 105 Berry Street approximately 205 feet southwest of the intersection of Acker Street and Bolivar Street.
5. Consideration and possible action on a Minor Plat of Rising Star Corner Addition, being approximately 1.466 ares of land described as A1241A TIERWESTER, TR 71 within the City of Sanger, generally located on the north west corner of Duck Creek Rd and Rising Star Ln.
6. Consideration and possible action on approving a proposal from C&G Electric, an approved BuyBoard vendor, for installation of a new 250 HP Variable Frequency Device (VFD) for Well 9; and authorize the City Manager to execute said agreement

7. Consideration and possible action on the minutes from the August 18, 2025, meeting.
8. Consideration and possible action on the 2025-2027 Interlocal Cooperation Agreement Fire Protection Services between Denton County and the City of Sanger.
9. Consideration and possible action on the purchase of Life Pak 15 as a replacement on a medic, not to exceed \$65,000.00.

Mayor Muir removed Item 8 for additional discussion.

Motion to approve Items 4-7 and Item 9 of the consent agenda as presented.

Motion: Chick

Second: Burrus

Ayes: Barrett, Bilyeu, Burrus, Chick, and Gann.

Nays: None

Motion passed unanimously.

Mayor Muir moved to Item 10 of the agenda.

Discussion ensued regarding Item 8 of the consent agenda.

Motion to approve Item 8, ensuring no laps in services.

Motion: Bilyeu

Second: Barrett

Amended Motion to approve Item 8, as presented, ensuring no lapse in services, and for a 90-day review, and staff to continue discussions and negotiations with the County and provide an update to the Council in 90 days.

Motion: Bilyeu

Second: Barrett

Ayes: Barrett, Bilyeu, Burrus, and Gann.

Nays: Chick

Motion passed 4-1-0.

Mayor Muir moved back to Item 12 of the agenda.

PUBLIC HEARING ITEMS

10. Conduct a public hearing on a request for a zoning change from Business 2 (B-2) to Planned Development (PD) for approximately 23.425 acres of land, described as A0029A R. BEEBEE, TR 64B and 64B(4), within the City of Sanger, and generally located south of FM 455 and approximately 408 east of the Santa Fe Railroad.

Mayor Muir opened the public hearing at 7:28 p.m.

Director Hammonds provided an overview of the item.

Laura Fernberg, spoke in opposition of the item.

Dana Chandler, spoke in opposition of the item.

Sara, spoke in opposition of the item.

No one else requested to speak.

Mayor Muir closed the public hearing at 7:37 p.m.

ACTION ITEMS

11. Consideration and possible action on Ordinance No. 09-27-25 a request for a zoning change from Business 2 (B-2) to Planned Development (PD) for approximately 23.425 acres of land, described as A0029A R. BEEBEE, TR 64B and 64B(4), within the City of Sanger, and generally located south of FM 455 and approximately 408 feet east of the Santa Fe Railroad.

Motion to approve with the amendment that the screening wall material be specified to be masonry.

Motion: Barrett

Second: Bilyeu

Ayes: Barrett, Bilyeu, Burrus, Chick, and Gann.

Nays: None

Motion passed unanimously.

12. Consideration and possible action on Ordinance 09-23-25, Approving the Property Tax Roll.

Motion to approve.

Motion: Bilyeu

Second: Burrus

Ayes: Barrett, Bilyeu, Burrus, Chick, and Gann.

Nays: None

Motion passed unanimously.

13. Consideration and possible action on Ordinance 09-24-25, adopting the budget providing for the appropriation of funds for operating and capital expenditures for the fiscal year beginning October 1, 2025, and ending September 30, 2026, providing for the intra- and inter-department and fund transfers, providing for unexpected revenues such as grants, donations, and insurance proceeds, providing for an effective date, and providing for approval of the investment policy.

Motion to approve.

Motion: Bilyeu

Second: Gann

Ayes: Barrett, Bilyeu, Burrus, Chick, and Gann.

Nays: None

Motion passed unanimously.

14. Consideration and possible action on Ordinance 09-25-25, setting the City's Ad Valorem tax rate at \$0.689747/\$100 of taxable assessed valuation for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

I move that the property tax rate be increased by the adoption of a tax rate of \$0.689747per \$100, which is effectively a 3.27% percent increase in the tax rate.

Motion: Bilyeu

Second: Burrus

Ayes: Barrett, Bilyeu, Burrus, Chick, and Gann.

Nays: None

Motion passed unanimously.

15. Consideration and possible action on Ordinance 09-26-25 ratifying the property tax increase reflected in the fiscal year 2025-2026 budget.

Motion to approve.

Motion: Bilyeu

Second: Gann

Ayes: Barrett, Bilyeu, Burrus, Chick, and Gann.

Nays: None

Motion passed unanimously.

16. Consideration and possible action on Resolution 2025-14 amending the fee schedule.

Motion to approve.

Motion: Bilyeu

Second: Burrus

Ayes: Barrett, Bilyeu, Burrus, Chick, and Gann.

Nays: None

Motion passed unanimously.

17. Consideration and possible action on authorizing the City Manager to execute a Services Agreement with CORE Construction for the design, OPCC, and construction documents for the renovations at the Sanger Community Center.

Motion to approve.

Motion: Chick

Second: Burrus

Ayes: Barrett, Bilyeu, Burrus, Chick, and Gann.

Nays: None

Motion passed unanimously.

FUTURE AGENDA ITEMS

Councilmember Gann requested an item to discuss feral hog management.

INFORMATIONAL ITEMS

- 18. Republic Services Waste Report - July 2025
- 19. 2025 Atmos Annual Gas Cost Reconciliation Filing Cities
- 20. Rider GCR - Rate Filing under Docket No. 10170 - August 21, 2025

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 8:44 p.m.

Kelly Edwards, City Secretary

Thomas E. Muir, Mayor



CITY COUNCIL COMMUNICATION

DATE: September 15, 2025

FROM: Shani Bradshaw, Director of Economic Development.

AGENDA ITEM: Consideration and possible action to approve and authorize the Sanger Economic Development Corporation to execute a service agreement with Civic Solutions Partnership, LLP for the development of an Economic Development Strategic Plan, in an amount not to exceed \$90,000.

SUMMARY:

- On July 21, 2025, City Council authorized staff to issue a Request for Qualification (RFQ) for the development of an Economic Development Strategic Plan.
- The Key Deliverables from RFQ:
 - Comprehensive Economic Assessment – Data-driven analysis of Sanger’s economic landscape including SWOT and industry trends.
 - Stakeholder Engagement Strategy – Inclusive outreach involving local businesses, elected officials, developers, and community partners.
 - Vision, Mission, and Strategic Goals – Development of guiding statements and measurable goals aligned with Sanger’s economic strengths and opportunities.
 - Target Industry and Businesses Development Strategies – Actionable plans for business retention, recruitment, talent attraction, and small business support.
 - Implementation & Evaluation Framework – A detailed roadmap with timelines, responsibilities, performance metrics, and tools for tracking and adjusting implementation.
- Four responses were received in response to the RFQ, with Civic Solutions Partnerships scoring the highest based on the evaluation criteria.
- On August 25, 2025 the Sanger Industrial Development Corporation (Type A) approved the service agreement with Civic Solutions, subject to City Council approval.
- On August 26, 2025 the Sanger Texas Development Corporation (Type B) also approved the agreement, subject to City Council approval.
- Staff is now seeking City Council approval to proceed to the contract phase with Civic Solutions.
- This will be the first Economic Development Strategic Plan for the Sanger Economic Development Corporation.
- Funding for the plan has been allocated by both Type A and Type B corporations.
- Economic Development attorney, Jeff Moore has reviewed and approved the service agreement.

FISCAL INFORMATION:

Budgeted: YES

Amount: 90,000

GL Account: 46-5420 / 76-5420

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL on the selection and contract negotiations with Civic Solutions Partnership, LLP

ATTACHMENTS:

- Professional Services Agreement
- Final Score Sheet

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is entered into this 16th day of September, 2025, by and between Civic Solutions Partnership, LLC ("PROFESSIONAL") and between the Sanger Industrial Development Corporation (SIDC), a Texas non-profit corporation, and the Sanger Texas Development Corporation (STDC), a Texas non-profit corporation, each acting by and through their respective authorized officers and representatives.

WITNESSETH

WHEREAS, SIDC, and STDC desire to engage PROFESSIONAL to provide professional services as more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, SIDC and STDC recognize the importance of a strategic plan to guide long-term economic development efforts, support sustainable growth, and enhance the economic competitiveness of the region; and

WHEREAS, PROFESSIONAL agrees to provide such work and services for SIDC, and STDC in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **Employment of PROFESSIONAL.**

(a) SIDC and STDC agree to engage PROFESSIONAL and PROFESSIONAL hereby agrees to perform the services described in Exhibit "A" attached hereto and incorporated herein by reference.

(b) Notwithstanding anything to the contrary contained in this Agreement, SIDC, and STDC and PROFESSIONAL agree and acknowledge that SIDC, STDC is entering into this Agreement in reliance on PROFESSIONAL's special and unique abilities. PROFESSIONAL accepts the relationship of trust and confidence established between it and SIDC, and STDC by this Agreement. PROFESSIONAL acknowledges that PROFESSIONAL shall be solely responsible for determining the methods for performing the services described in Exhibit "A" attached hereto. PROFESSIONAL covenants with SIDC, and STDC to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of SIDC and STDC in accordance with SIDC's and STDC's requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. PROFESSIONAL warrants, represents, covenants, and agrees that all of the work to be performed by PROFESSIONAL under or pursuant to this Agreement shall be done (i) with the professional skill and care ordinarily provided by competent engineers or architects, as

the case may be, practicing under the same or similar circumstances and applicable professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

(c) PROFESSIONAL will be responsible for supplying all tools and equipment necessary for PROFESSIONAL to provide the services set forth in Exhibit "A" attached hereto.

2. **Compensation.** SIDC and STDC agree to pay PROFESSIONAL the fees set forth in Exhibit "A" attached hereto. Within fifteen (15) days of the end of the month within which services were rendered, PROFESSIONAL shall provide SIDC and STDC an invoice specifying the services provided during the previous month and the total amount owed by SIDC and STDC. Payment will be made by SIDC and STDC within thirty (30) days of receipt of an invoice from PROFESSIONAL.
3. **Changes.** SIDC and STDC may, from time to time require changes in the scope of services of PROFESSIONAL to be performed hereunder. Such changes, which are mutually agreed upon by and between SIDC and STDC and PROFESSIONAL, shall be incorporated in written amendment to this Agreement.
4. **Services and Materials to be Furnished by SIDC and STDC.** SIDC and STDC shall furnish PROFESSIONAL with all available information and data PROFESSIONAL requests pertinent to the execution of this Agreement. SIDC and STDC shall cooperate with PROFESSIONAL in carrying out the work herein and shall provide adequate staff for liaison with PROFESSIONAL.
5. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by PROFESSIONAL for which SIDC and STDC have been compensated pursuant to this Agreement shall be the property of SIDC and STDC. PROFESSIONAL will deliver to SIDC and STDC copies of the prepared documents and materials. PROFESSIONAL shall make all documents and related data and material utilized in developing the documents available to for inspection whenever requested. PROFESSIONAL may make copies of any and all such documents and items and retain same for its files. PROFESSIONAL shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than PROFESSIONAL subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
6. **Term and Termination of Agreement.** This Agreement will be for a period of beginning on 9/16/2025 and expiring on 3/30/2026. Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other party.
7. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt

requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

If intended to the SIDC

Sanger Industrial Development Corporation
Nancy McAlister, Board President
302 Bolivar Street
Sanger, TX 76266

If intended to the STDC

Sanger Texas Development Corporation
John Payne, Board President
302 Bolivar Street
Sanger, TX 76266

With a copy to

Shani Bradshaw, Director of Economic Development
302 Bolivar Street
Sanger, TX 76266

With a courtesy copy to

John Noblitt, City Manager
502 Elm Street
Sanger, TX 76266

8. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control, then Exhibit A SIDC's and STDC's Request for Qualifications, then Exhibit B PROFESSIONAL'S Response to the Request for Qualifications. This Agreement may not be subsequently modified except by a writing signed by both parties.
9. **SIDC and STDC Not Obligated to Third Parties.** SIDC and STDC shall not be obligated or liable hereunder to any party other than PROFESSIONAL.
10. **Final Decisions.** Serving as a PROFESSIONAL to SIDC and STDC, PROFESSIONAL shall advise all parties that final decisions shall be made by the City Council of the City of Sanger.

- 11. Indemnification.** PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBPROFESSIONAL OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND PROFESSIONAL WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO PROFESSIONAL'S LIABILITY.

PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS SECTION (INDEMNIFICATION) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- 12. Insurance.** PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:
- A.** Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
 - B.** Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
 - C.** Statutory workers' compensation and employers' liability insurance as required by state law.
 - D.** Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

PROFESSIONAL shall provide SIDC and STDC with proof of insurance required hereunder prior to commencing work for SIDC and STDC, and SIDC and STDC shall be named as an additional insured on the policy. PROFESSIONAL shall provide SIDC and STDC with written notice of any coverage limit change on the insurance. Such policies shall name SIDC and STDC, its officers, and employees as an additional insured and shall provide

for a waiver of subrogation against SIDC and STDC. PROFESSIONAL shall insure that all subcontractors comply with the same insurance requirements.

13. **Client Objection to Personnel.** If at any time after entering into this Agreement, SIDC and STDC have any reasonable objection to any of PROFESSIONAL's personnel, or any personnel, professionals and/or consultants retained by PROFESSIONAL, PROFESSIONAL shall promptly propose substitutes to whom SIDC and STDC have no reasonable objection, and PROFESSIONAL's compensation shall be equitably adjusted to reflect any difference in PROFESSIONAL's costs occasioned by such substitution.
14. **Timeliness of Performance.** PROFESSIONAL shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
15. **Personnel.** All of the services required hereunder will be performed by PROFESSIONAL or under PROFESSIONAL's supervision, and all personnel engaged in the work shall be qualified to perform such services.
16. **Independent Contractor.** In performing the services under this Agreement, PROFESSIONAL is acting as an independent contractor. No term or provision hereof be construed as making PROFESSIONAL the agent, servant, or employee of SIDC and STDC or as creating a partnership or joint venture relationship between PROFESSIONAL and SIDC and STDC.
17. **Assignability.** The parties hereby agree that PROFESSIONAL may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of SIDC and STDC.
18. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
19. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.
20. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with SIDC and STDC, and PROFESSIONAL, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either SIDC and STDC or PROFESSIONAL.
21. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

22. **Conflicts of Interest.** By signature of this Agreement, PROFESSIONAL warrants to SIDC and STDC that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of SIDC and STDC. PROFESSIONAL further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. PROFESSIONAL warrants that it has submitted to SIDC and STDC a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.
23. **Authority to Sign.** The parties hereby warrant and represent that the undersigned have full authority to execute this Agreement on behalf of their respective parties.
24. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, SIDC, STDC and the PROFESSIONAL have executed this Agreement as of the date first written above.

SIDC: Sanger Industrial Development Corporation

Executed this _____ day of _____, ____.

By: _____

Nancy McAlister, SIDC

President

STDC: Sanger Texas Development Corporation

Executed this _____ day of _____, ____.

By: _____

John Payne, STDC

President

Civic Solutions Partnership, LLC

By: Laura J Huffman

Print Name: Laura J Huffman

Title: CEO

Approved as to Form

Jeff Moore

SIDC and STDC Attorney

EXHIBIT “A”
BID RESPONSE/SCOPE OF SERVICES

Economic Development Strategic Plan				
	Grant Works	Better City	Civic Solutions	SLA
#1 - Overall Responsiveness and quality of the proposal	19	13	19	18
#2 - Expewrience and knowledge in developing similar plans	53	44	51	45
#3 - Experience and availability of support staff	169	152	188	160
#4 Project Approach	110	93	112	103
Combined Point Total	351	302	370	326
Possible Point Total	400	400	400	400
Total Average	88%	76%	93%	82%

City of Sanger Texas

Memo

To: City Council

From: John Noblitt, City Manager

cc: N/A

Date: 08/27/25

Re: Change Order

My office executed the following change orders in August 2025:

- Kimley-Horn Professional Task Order Marion Road
 - Executed January 7, 2025
 - Marion Road Design and Project Management Services
 - Amendment for post-construction traffic study - Speed.
 - Net contract increases by \$5,000.00.
 - Original contract amount - \$1,650,700.00
 - New contract amount, reflecting Amendment Number 1 - \$1,655,700.00