

CITY COUNCIL

MEETING AGENDA

FEBRUARY 05, 2024, 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

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 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS;

This chapter does not require a governmental body to conduct an open meeting:

(1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

- Astra Companies

RECONVENE INTO WORK SESSION

Reconvene into the Work Session. Any action deemed necessary as a result of Executive Session will be taken during the Regular Session.

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.

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.

1. Consideration and possible action on the minutes from the January 16, 2024, meeting.
2. Consideration and possible action on the 2024 Facility Use Agreement between the City of Sanger and the Sanger Youth Sports Association, and authorize the City Manager to execute said agreement.
3. Consideration and possible action on the 2024 Facility Use Agreement between the City of Sanger and the Sanger Softball Association, and authorize the City Manager to execute said agreement.
4. Consideration and possible action on Ordinance 02-02-24, amending the budget for the 2023-2024 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.
5. Consideration and possible action to purchase one new Ram 3500 Tradesman for Water Department and one new RAM 2500 Tradesman 4x4 for the Street Department from Grapevine Dodge utilizing the BuyBoard Purchasing Cooperative.
6. Consideration and possible action on the Preliminary Plat of Duncan Retail, being 5.770 acres, located in the City of Sanger, and generally located on the east side of the I-35 Frontage Road approximately 60 feet north of the intersection of I-35 Frontage Road and S 5th Street.

PUBLIC HEARING ITEMS

7. Conduct a public hearing on a request for a variance from Chapter 10, Section 10.105 to allow a variance from the required right-of-way of 50 feet along Mesa Drive and to allow for a right-of-way of 40 feet to match the existing road for a property on the west side of Mesa Drive and located at 2010 Duck Creek Road.

8. Conduct a public hearing on a request for a Specific Use Permit to allow for a Farmers Market, on the west end 8.17 acres of land described as A1241A TIERWESTER, TR 165, zoned as Business District 2 (B-2) and generally located on the east side of I-35 at the intersection of South Stemmons and Wood Street.

ACTION ITEMS

9. Consideration and possible action on the Preliminary Plat of Duck Creek Ridge, being 1.010 acres, located in the City of Sanger, and generally located on the south side of Duck Creek Road at the intersection of Duck Creek Road and Mesa Drive.
10. Consideration and possible action on Ordinance No. 02-04-24 for a Specific Use Permit to allow for a Farmers Market, on the west end 8.17 acres of land described as A1241A TIERWESTER, TR 165, zoned as Business District 2 (B-2) and generally located on the east side of I-35 at the intersection of South Stemmons and Wood Street.
11. Consideration and possible action on Resolution 2024-01, authorizing the Sanger Police Department to pursue grant funding from the state in order to purchase new body worn cameras for the police department.
12. Consideration and possible on Resolution 2024-02, action authorizing the Sanger Police Department to pursue grant funding from the state in order to purchase new in-car cameras for the police department.

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.

13. Atmos Rider GCR - Rate Filing under Docket No. 10170 - 01-24-2024

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 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS;
This chapter does not require a governmental body to conduct an open meeting:
(1) to discuss or deliberate regarding commercial or financial information that the governmental

body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

- Astra Companies

Section 551.074. PERSONNEL MATTERS

For deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

- City Attorney

RECONVENE INTO REGULAR SESSION

Reconvene into Regular Session and take any action deemed necessary as a result of Executive Session.

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, 502 Elm Street that is readily accessible to the general public at all times and was posted on the City of Sanger website on January 31, 2024, 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 MEETING MINUTES



JANUARY 16, 2024, 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
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Public Works Jim Bolz, and Police Chief Tyson Cheek.

DISCUSSION ITEMS

1. Discussion on the Memorandum of Understanding between the Sanger Independent School District Police Department and Sanger Police Department, and authorizing the City Manager to execute all necessary documentation.

Chief Cheek provided an overview of the item.

Discussion ensued regarding the Chain of Command, jurisdiction, and joint training.

2. Presentation on the Sanger Police Department, its current personnel and equipment status, and future goals.

Chief Cheek provided a presentation and overview of the department, including its

current state, crime statistics, status of the fleet, and future technology.

Discussion ensued regarding crime statistics, the number of calls and citations, the morale of the department, shift coverage, and future technology needs.

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 551.074. PERSONNEL MATTERS

For deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee. - City Attorney

The City Council did not convene in Executive Session.

RECONVENE INTO WORK SESSION

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 6:54 p.m.

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the work session to order at 7:05 p.m.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Public Works Jim Bolz, and Police Chief Tyson Cheek.

INVOCATION AND PLEDGE

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

CITIZENS COMMENTS

No one addressed the Council.

REPORTS

3. Sanger Area Chamber of Commerce 2024 report.

Ms. Meghann Cross, Chamber President, provided an overview of the Chamber. She discussed the vision, supporting partnerships, new lunch & learn opportunities and engagement.

Discussion ensued regarding the City's presence at Chamber events, sponsorships, and the health of the Chamber.

4. Presentation on the Sanger Police Department, its current personnel and equipment status, and future goals.

The Mayor moved to the consent agenda.

CONSENT AGENDA

5. Consideration and possible action on the minutes from the January 2, 2024, meeting.
6. Consideration and possible action on Ordinance 01-01-24, Calling and ordering the May 4, 2024, General Election to elect a Mayor, Councilmember Place 2, and Councilmember Place 4, for a two-year term.
7. Consideration and possible action on the Memorandum of Understanding between the Sanger Independent School District Police Department and Sanger Police Department, and authorizing the City Manager to execute all necessary documentation.

Motion to approve made by Councilmember Bilyeu, Seconded by Councilmember Dillon. Voting Yea: Councilmember Barrett, Councilmember Chick and Councilmember Gann.

Motion passed unanimously.

ACTION ITEMS

8. Consideration and possible action on authorizing staff to issue a Request for Proposals for relocation of Water and Sewer Utilities associated with the IH-35 expansion project.

Director Bolz provided an overview of the item.

Discussion ensued regarding the timing of the project, reimbursable expenses, non-reimbursable betterments, bond funds, cash flow, and processing of the TxDOT project change orders.

Motion to approve made by Councilmember Bilyeu, Seconded by Councilmember Gann. Voting Yea: Councilmember Barrett, Councilmember Chick and Councilmember Dillon.

Motion passed unanimously.

FUTURE AGENDA ITEMS

None.

INFORMATIONAL ITEMS

9. Atmos Rider GCR - Rate Filing Docket No. 10170, December 19, 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 551.074. PERSONNEL MATTERS

For deliberations regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee. - City Attorney

The City Council convened into executive session at 7:32 p.m.

RECONVENE INTO REGULAR SESSION

Reconvene into Regular Session and take any action deemed necessary as a result of Executive Session.

The City Council reconvened into open session at 8:09 p.m.

No action taken.

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 8:10 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: February 5, 2024

FROM: Ryan Nolting, Parks & Recreation Director

AGENDA ITEM: Consideration and possible action on the 2024 Facility Use Agreement between the City of Sanger and the Sanger Youth Sports Association, and authorize the City Manager to execute said agreement.

SUMMARY:

- Before the Spring season the Sanger Youth Sports Association enters into a Facility Use Agreement with the City of Sanger. This agreement outlines all items that the City of Sanger and Sanger Youth Sports Association are responsible for during the year.

FISCAL INFORMATION:

Budgeted: NO Amount: GL Account:

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval.

ATTACHMENTS:

- City Council Communication
- S.Y.S.A Facility Use Agreement

SANGER PARKS DEPARTMENT
YOUTH SPORTS ASSOCIATIONS
FACILITY USE AGREEMENT

THIS AGREEMENT is made by and between the City of SANGER, Texas (the "City") and **SANGER YOUTH SPORTS**, hereinafter referred to as "Youth Sports Association", acting as their authorized officers and representatives.

WHEREAS, the Sanger Youth Sports Association desires to enter into an agreement with the City for the use of City-owned, leased, and controlled facilities (**Railroad Ball-Park**) for organized sporting activities beginning **FEBRUARY 1, 2024** and ending **JUNE 30, 2024**. The Fall schedule begins **August 15, 2024**, and ends **November 30, 2024**, at the assigned fields or facilities in the City of SANGER.

Now therefore in consideration of the foregoing and other valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City agrees to allow the Sanger Youth Sports Association to use the assigned Facilities for organized sports activities on the scheduled dates and allotted times following the attached terms and conditions. The City will also have full use of Railroad Ball Fields on March 9th, and October 12th, 202~~3~~⁴ with the week leading up to having roll-offs delivered.
2. The Sanger Youth Sports Association agrees to comply with the attached terms and conditions.

EXECUTED in duplicate this 19th day of December, 20²³4.

City of SANGER, Texas

By: _____
John Noblitt
Sanger City Manager
502 Elm Street.
SANGER, Texas 76266

By: [Signature]
Sanger Youth Sports

APPROVED AS TO FORM:
[Signature]
Hugh Coleman, City Attorney

TERMS AND CONDITIONS

Facility Use Agreement Approval Form	1
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Section III Criminal Background Check.....	4
Section IV Specific Sports Season.....	4
Section V Fields Allocations.....	4
Section VI Facility Maintenance.....	5
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SANGER PARKS DEPARTMENT
SANGER YOUTH SPORTS ASSOCIATION
FACILITY USE AGREEMENT

SECTION I: REQUEST FOR FACILITIES

To request fields or facilities, all groups or organizations must submit the following initial paperwork:

1. Signed copy of the Facility Use Agreement
2. Current copy of the organization's Articles of Incorporation or Bylaw's
3. A list of the organization's Board of Directors, addresses, and their phone number
4. Proof of public liability insurance
5. The final participation registration figures
6. Game and practice schedule, tournaments, clinics, workday, fundraising
7. The Criminal Background Checks are to be completed and written certification to that effect filed with the Parks Director at least ten (10) working days before the commencement of the using organization season. The written certification shall verify that every coach, assistant coach, manager, umpire, referee, or board member *is not disqualified as a volunteer*. The Criminal Background Check results will not be filed with the City. The league will be solely responsible for conducting and verifying background checks.
8. All concession areas must have a Health Inspection (required by the using organization) completed before the opening of each season.
9. ***The Board of Directors must set up a meeting with the Parks Director to discuss final registration numbers, rosters, and the verification of the above items will be discussed at this time.

*****Failure to submit the initial paperwork will result in the denial of use of facilities*****

SECTION II: GENERAL

- A. City-related functions and sports associations will have priority use of SANGER parks and park facilities but not exclusive use of facilities.
- B. All persons who reserve or use the parks or park facilities will comply with all applicable rules, regulations, and ordinances of the City of SANGER, State of Texas.
- C. Persons and/or sports associations, who reserve the fields or park facilities, are responsible for cleanup of the fields and facilities after its usage. They are also responsible for repairs or damage to the fields and facilities caused by their use.
- D. There must be at least one adult chaperone for every ten youths under the age of 18.
- E. No alcoholic beverages are permitted at any time in any City Park.

SECTION III: CRIMINAL BACKGROUND CHECKS

A. The Youths Sports Associations (YSA) that use the City-owned, leased, or controlled fields and facilities (“City Facilities”), are required to conduct criminal background checks for all recognized YSA coaches, assistant coaches, managers, umpires, referees, board members, and any person eighteen (18) years of age or older acting in an official capacity of the YSA.

B. The criminal background checks will be performed before each season. Each YSA is required to adopt a procedure for Criminal Background Checks.

C. In the event the YSA determines it is necessary to disqualify a prospective volunteer or to disqualify a volunteer previously certified to the City as meeting the requirements of the policy, the YSA must notify the person in writing (without stating the details for disqualification). The written notification must also advise the disqualified person of their right to appeal. The Director of Parks and Recreation shall make the final decision on any appeal.

E. A person disqualified by the YSA or who is pending appeal is not entitled to participate as a coach, assistant coach, manager, umpire, or referee or serve in any other volunteer position for the YSA in any organized sporting activities in or on any City Facilities unless the disqualification is removed, and the City is notified of such change of status. The YSA must notify the City of the change in status.

E. If a person is approved for reinstatement and the season has already begun, that person can participate in that season as determined by the YSA.

SECTION IV: SPECIFIC SPORT SEASON

A. All sports within any season will be given priority regarding fields and park facilities allocation and scheduling. Fields and park facilities will be allocated according to participation in the sport for that sports season. The largest participation is allocated to the most fields in declining order.

B. Other sports shall be considered as the need arises, subject to the following:

1. Field facility availability
2. Allocated maintenance funds
3. Determination by the Parks Department of field/facility capacity to withstand additional play.

SECTION V: FIELD ALLOCATIONS

A. The Parks Department will consider all requests for fields or facilities and allocate the available fields or facilities according to the best interests of the City.

Every effort will be made to allow the use of the facilities and fields only for their designed purposes.

1. Priority will be given to programs accommodated during the previous year. Every effort will be made to accommodate new programs according to facility availability.
2. The Parks Department will, in its sole discretion, allocate the fields and facilities to regular season and tournament play, and may assign more than one organization to a given facility.

B. Any organization that desires to organize a new athletic program or enlarge an existing program must meet with the Parks Director at least 90 days before the commencement of the season to coordinate the availability of fields or facilities.

C. Organizations requiring facilities for practice and/or league games only will submit in writing their final registration figures upon which all field allocations shall be based. To maximize the use of all fields and facilities, the allocation will be based on the total game units per week per available facilities.

SECTION VII: FACILITY MAINTENANCE:

A. In the event any individual, team, or group uses an available field or facility during a period other than within the specific sports season, that field or facility will not receive special maintenance but will be subject to general park maintenance. Tournaments, however, are considered an exception and will receive special maintenance, with 30 days prior notice.

B. Any special maintenance request about normal league play must be made in writing or e-mailed to the Parks Director. The Parks Director will need this information at least 48 hours in advance.

C. It will be the responsibility of the Parks Department to determine whether or not the fields or facilities are safe for use. Any individual, team, or group which uses or attempts to use a field or facility which the Parks Department has determined as unsafe, will be denied future use of any field or facility.

D. Maintenance of all facilities owned or controlled by the City will be performed by the Parks Department or contractors. No modifications, alterations, additions, or deletions temporary or otherwise, shall be made to any facility owned, leased, or otherwise controlled by the City unless written approval is first obtained from the Parks Director.

E. **The User of the facility will be responsible for the control and removal of all trash, litter, or other refuse in or on the facility.**

F. **Cleaning of the concession stand and restrooms at the end of the day and the season is the responsibility of the User. The Health Inspector subjects these facilities to inspection.**

SECTION IX : CONCESSIONS

A. First choice of operating the concession stand, **during requested season play**, will be given to each league using the facility, if the User does not want to operate a concession stand, another individual, team or organization may be given the option with preference to non-profit service organizations, such as Lions Club, Chamber of Commerce, Boy Scouts, etc. **GUM, TOBACCO, or ALCOHOLIC** products of any kind will not be sold at the concession stands. Organizations that use a concession stand are responsible for all concession costs and damages.

B. Any vehicle, structure, or equipment used by the User in connection with the operation of the concession stand must comply with all applicable state and local laws and be approved by the Parks Director. All concession vehicles, structures, or other equipment will be removed from the facility each night unless approved by the Parks Director. The City will not be held responsible for damage, or theft to any vehicle or equipment left at the facility.

SECTION X: SCHEDULES

A. It is the responsibility of or youth league to furnish the Parks Department with a complete league schedule before the commencement of each sports season. The Parks Department will be notified in writing of any makeup games. If league schedules and/or written notification of makeup games are not provided to the Parks Department, then the field or facility will not receive special maintenance and will be subject to general park maintenance.

B. The City, at the discretion of the Parks Director, may allow other users of the assigned fields during the term of this contract except when league activity occurs and reserves the right to cancel an activity scheduled for use of the facility. The City will coordinate outside use of the field or facility with the User.

SECTION XI: ADMINISTRATION

The administration of this Agreement will be the responsibility of the Parks Department under the supervision of the Parks Director. The Parks Department is responsible for declaring all necessary rules and regulations concerning the use of fields and facilities for each sport as it pertains to maintenance, use, lights, schedules, etc.

SECTION XIII: VIOLATIONS

Any breach of the conditions of this agreement will be heard by the Parks Director after all viable options in each association's by-laws appeal process have been exhausted.

SECTION XIV: BOARD OF DIRECTORS

All groups or organizations utilizing recreation facilities owned or controlled by the City for competitive league play must be incorporated as a nonprofit organization by the Internal Revenue Service with an active Board of Directors, including a President or Chairperson, Vice President, Secretary, and Treasurer.

SECTION XV: INSURANCE REQUIREMENTS

The User agrees to provide and maintain in effect during the term of this Agreement the following insurance amounts:

Workers' Compensation Insurance (for paid employees) as required by law;

Employer's Liability Insurance in an aggregate amount of not less than:

\$100,000 – Each Accident

\$500,000 Disease – Policy Limit

\$100,000 Disease – Each Employee

Texas and/or All State's Endorsement attached.

Comprehensive General Liability Insurance with not less than the following limits:

\$2,000,000 – General Aggregate

\$1,000,000 – Products/Completed Operations Aggregate

\$500,000 – Personal and Advertising Injury Limit

\$500,000 – Each Occurrence Limit

\$50,000 – Fire Legal Liability

\$5,000 – Premises Medical Payments

Using organization agrees that with respect to the required insurance, the City will:

1. Be named as additional insured under the General Liability policy.
2. Have a Waiver of Subrogation issued favoring the City on the General Liability.
3. Be provided with thirty- (30) days advance written notice of cancellation or material change.
4. Be provided with Certificates of Insurance evidencing the above insurance requirement, prior to the commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

It is strongly recommended that each association have a supplemental accident policy for participants.

Notices and Certificates of Insurance will be provided to:

Parks Director
City of SANGER
P.O. Box 1729
SANGER, Texas 76266

SECTION XVI: MISCELLANEOUS

1. **Indemnification.** The Using organization agrees to indemnify and hold harmless the City, its officers, agents, and employees (City”) from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments including death (“Claims”), recovered from or asserted against the City for personal injury, court costs, or damage to persons or property incident to, arising out of, or caused, directly or indirectly, in whole or in part, by an act, omission, negligence, or misconduct by the Using organization or any of its agents, servants, employees, contractors, patrons, guests, or invitees whether based upon the alleged joint and/or concurrent negligence of the City and Using organization arising out of the incident to Using organization’s use of the facilities covered by this Agreement.
2. **Force Majeure.** If Facilities or any portion thereof are destroyed or damaged by fire or another calamity so as to prevent the use of Facilities for the purposes intended and during periods specified by this Agreement, or if the use of the Facility by the Using Organization will be prevented by an act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the City, then this Agreement will terminate. The City will not be liable or responsible to the Using Organization for any damages caused thereby, and the Using Organization hereby waives any claim against the City for damages because of such termination.
3. **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties shall be governed by the laws of the State of Texas; and the venue for any action concerning this Agreement shall be in the Court of Denton County, Texas
4. **Termination.** This agreement may be terminated by either party by providing the other Party with thirty (30) days’ prior written notice of termination.
5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.
6. **Severability.** In the event any section, subsection paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of the Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.
7. **Assignment.** This Agreement may not be assigned by using organization without the Express written consent of the City.



CITY COUNCIL COMMUNICATION

DATE: February 5, 2024

FROM: Ryan Nolting, Parks & Recreation Director

AGENDA ITEM: Consideration and possible action on the 2024 Facility Use Agreement between the City of Sanger and the Sanger Softball Association, and authorize the City Manager to execute said agreement.

SUMMARY:

- Before the Spring season the Sanger Softball Association enters into a Facility Use Agreement with the City of Sanger. This agreement outlines all items that the City of Sanger and the Sanger Softball Association are responsible for during the year.

FISCAL INFORMATION:

Budgeted: NO Amount: GL Account:

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval.

ATTACHMENTS:

- City Council Communication
- S.S.A Facility Use Agreement

SANGER PARKS DEPARTMENT
SANGER SOFTBALL ASSOCIATION
FACILITY USE AGREEMENT

THIS AGREEMENT is made by and between the City of SANGER, Texas (the "City") and **SANGER SOFTBALL ASSOCIATION**, hereinafter referred to as "Youth Sports Association", acting as their authorized officers and representatives.

WHEREAS the Sanger Softball Association desires to enter into an agreement with the City for the use of City-owned, leased, and controlled facilities ("Facilities") for organized sporting activities beginning March 1, 2024, and ending JUNE 15, 2024. The Fall schedule begins August 15, 2024, and ends November 30, 2024, at the assigned fields or facilities in the City of SANGER.

Now therefore in consideration of the foregoing and other valuable considerations the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City agrees to allow the Sanger Softball Association to use the assigned Facilities for organized sporting activities on the scheduled dates and allotted times according to the attached terms and conditions. The City will have full use of Porter Park (all three fields) on April 8, 2024.
2. The Sanger Softball Association agrees to comply with the attached terms and conditions.

EXECUTED in duplicate this 16 day of January, 2024.

City of SANGER, Texas

By: _____
John Noblitt
Sanger City Manager
502 Elm Street.
SANGER, Texas 76266

By: Karla Mesa
Sanger Softball Association

APPROVED AS TO FORM:
[Signature]
Hugh Coleman, City Attorney

TERMS AND CONDITIONS

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SANGER PARKS DEPARTMENT
SANGER SOFTBALL ASSOCIATION
FACILITY USE AGREEMENT

SECTION I: REQUEST FOR FACILITIES

To request fields or facilities, all groups or organizations must submit the following initial paperwork:

1. Signed copy of the Facility Use Agreement
2. Current copy of the organization's Articles of Incorporation or Bylaw's
3. A list of the organization's Board of Directors, addresses, and their phone number
4. Proof of public liability insurance
5. The final participation registration figures
6. Game and practice schedule, tournaments, clinics, workday, fundraising
7. The Criminal Background Checks are to be completed and written certification to that effect filed with the Parks Director at least ten (10) working days before the commencement of the using organization season. The written certification shall verify that every coach, assistant coach, manager, umpire, referee, or board member *is not disqualified as a volunteer*. The Criminal Background Check results will not be filed with the City. The league will be solely responsible for conducting and verifying background checks.
8. All concession areas must have a Health Inspection (required by the using organization) completed before the opening of each season.
9. ***The Board of Directors must verify with the Parks Director the final registration numbers, rosters, and the verification of the above items.

*****Failure to submit the initial paperwork will result in the denial of use of facilities*****

SECTION II: GENERAL

- A. City-related functions and sports associations will have priority use of SANGER parks and park facilities but not exclusive use of facilities.
- B. All persons who reserve or use the parks or park facilities will comply with all applicable rules, regulations, and ordinances of the City of SANGER, State of Texas.
- C. Persons and/or sports associations, who reserve the fields or park facilities, are responsible for cleanup of the fields and facilities after its usage. They are also responsible for repairs or damage to the fields and facilities caused by their use.
- D. There must be at least one adult chaperone for every ten youths under the age of 18.
- E. No alcoholic beverages are permitted at any time in any City Park.

SECTION III: CRIMINAL BACKGROUND CHECKS

A. The Sanger Softball Association (SSA) that use the City-owned, leased, or controlled fields and facilities (“City Facilities”), are required to conduct criminal background checks for all recognized SSA coaches, assistant coaches, managers, umpires, referees, board members, and any person eighteen (18) years of age or older acting in an official capacity of the SSA.

B. The criminal background checks will be performed prior to each season. Each SSA is required to adopt a procedure for Criminal Background Checks.

C. In the event the SSA determines it is necessary to disqualify a prospective volunteer or to disqualify a volunteer previously certified to the City as meeting the requirements of the policy, the SSA must notify the person in writing (without stating the details for disqualification). The written notification must also advise the disqualified person of their right to appeal. The Director of Parks and Recreation shall make the final decision on any appeal.

E. A person disqualified by the SSA or who is pending appeal is not entitled to participate as a coach, assistant coach, manager, umpire, or referee or serve in any other volunteer position for the SSA in any organized sporting activities in or on any City Facilities unless the disqualification is removed, and the City is notified of such change of status. The SSA must notify the City of the change in status.

E. If a person is approved for reinstatement and the season has already begun, that person can participate in that season as determined by the SSA.

SECTION IV: SPECIFIC SPORT SEASON

A. All sports within any season will be given priority regarding fields and park facilities allocation and scheduling. Fields and park facilities will be allocated according to participation in the sport for that sports season. The largest participation is allocated to the most fields in declining order.

B. Other sports shall be considered as the need arises, subject to the following:

1. Field facility availability
2. Allocated maintenance funds
3. Determination by the Parks Department of field/facility capacity to withstand additional play.

SECTION V: FIELD ALLOCATIONS

A. The Parks Department will consider all requests for fields or facilities and allocate the available fields or facilities according to the best interests of the City.

Every effort will be made to allow the use of the facilities and fields only for their designed purposes.

1. Priority will be given to programs accommodated during the previous year. Every effort will be made to accommodate new programs according to facility availability.
2. The Parks Department will, in its sole discretion, allocate the fields and facilities to regular season and tournament play, and may assign more than one organization to a given facility.

B. Any organization which desires to organize a new athletic program or enlarge an existing program must meet with the Parks Director at least 90 days prior to the commencement of the season to coordinate the availability of fields or facilities.

C. Organizations requiring facilities for practice and/or league games only will submit in writing their final registration figures upon which all field allocations shall be based. In order to maximize use of all fields and facilities, the allocation will be based on the total game units per week per available facilities.

SECTION VII: FACILITY MAINTENANCE:

A. In the event any individual, team or group uses an available field or facility during a time period other than within the specific sports season, that field or facility will not receive special maintenance but will be subject to general park maintenance. Tournaments, however, are considered an exception and will receive special maintenance, with 30 days prior notice.

B. Any special maintenance request in relation to normal league play must be made in writing or e-mailed to the Parks Director. The Parks Director will need this information at least 48 hours in advance.

C. It will be the responsibility of the Parks Department to determine whether or not the fields or facilities are safe for use. Any individual, team, or group which uses or attempts to use a field or facility which the Parks Department has determined as unsafe, will be denied future use of any field or facility.

D. Maintenance of all facilities owned or controlled by the City will be performed by the Parks Department or contractors. No modifications, alterations, additions, or deletions temporary or otherwise, shall be made to any facility owned, leased, or otherwise controlled by the City unless written approval is first obtained from the Parks Director.

E. **The User of the facility will be responsible for the control and removal of all trash, litter, or other refuse in or on the facility.**

F. **Cleaning of the concession stand and restrooms at the end of the day and the season are the responsibility of the User. The Health Inspector subjects these facilities to inspection.**

SECTION IX : CONCESSIONS

A. First choice of operating the concession stand, **during requested season play**, will be given to each league using the facility, if the User does not want to operate a concession stand, another individual, team, or organization may be given the option with preference to non-profit service organizations, such as Lions Club, Chamber of Commerce, Boy Scouts, etc. **TOBACCO, or ALCOHOLIC** products of any kind will not be sold at the concession stands. Organizations that use a concession stand are responsible for all concession costs and damages.

B. Any vehicle, structure, or equipment used by the User in connection with the operation of the concession stand must comply with all applicable state and local laws and be approved by the Parks Director. All concession vehicles, structures, or other equipment will be removed from the facility each night unless approved by the Parks Director. The City will not be held responsible for damage, or theft to any vehicle or equipment left at the facility.

SECTION X: SCHEDULES

A. It is the responsibility of the Sanger Softball Association to furnish the Parks Department with a complete league schedule before the commencement of each sports season. The Parks Department will be notified in writing of any makeup games. If league schedules and/or written notification of makeup games are not provided to the Parks Department, then the field or facility will not receive special maintenance and will be subject to general park maintenance.

B. The City, at the discretion of the Parks Director, may allow other users of the assigned fields during the term of this contract except when league activity occurs and reserves the right to cancel an activity scheduled for use of the facility. The City will coordinate outside use of the field or facility with the User.

SECTION XI: ADMINISTRATION

The administration of this Agreement will be the responsibility of the Parks Department under the supervision of the Parks Director. The Parks Department is responsible for declaring all necessary rules and regulations concerning the use of field and facilities for each sport as it pertains to maintenance, use, lights, schedules, etc.

SECTION XIII ; VIOLATIONS

Any breach of the conditions of this agreement will be heard by the Parks Director after all viable options in each association's by-laws appeal process have been exhausted.

SECTION XIV: BOARD OF DIRECTORS

All groups or organizations utilizing recreation facilities owned or controlled by the City for competitive league play must be incorporated as a nonprofit organization by the Internal Revenue Service with an active Board of Directors, including a President or Chairperson, Vice President, Secretary, and Treasurer.

SECTION XV: INSURANCE REQUIREMENTS

The User agrees to provide and maintain in effect during the term of this Agreement the following insurance amounts:

Workers' Compensation Insurance (for paid employees) as required by law;

Employer's Liability Insurance in an aggregate amount of not less than:

\$100,000 – Each Accident

\$500,000 Disease – Policy Limit

\$100,000 Disease – Each Employee

Texas and/or All State's Endorsement attached.

Comprehensive General Liability Insurance with not less than the following limits:

\$2,000,000 – General Aggregate

\$1,000,000 – Products/Completed Operations Aggregate

\$500,000 – Personal and Advertising Injury Limit

\$500,000 – Each Occurrence Limit

\$50,000 – Fire Legal Liability

\$5,000 – Premises Medical Payments

Using organization agrees that concerning the required insurance, the City will:

1. Be named as additional insured under the General Liability policy.
2. Have a Waiver of Subrogation issued favoring the City on the General Liability.
3. Be provided with thirty- (30) days advance written notice of cancellation or material change.
4. Be provided with Certificates of Insurance evidencing the above insurance requirement, before the commencement of the Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days before the expiration or cancellation of any such policies.

It is strongly recommended that each association have a supplemental accident policy for participants.

Notices and Certificates of Insurance will be provided to:

Parks Director
 City of SANGER
 P.O. Box 1729
 SANGER, Texas 76266

SECTION XVI: MISCELLANEOUS

1. **Indemnification.** The Using organization agrees to indemnify and hold harmless the City, its officers, agents, and employees (City”) from and against any claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments including death (“Claims”), recovered from or asserted against the City for personal injury, court costs, or damage to persons or property incident to, arising out of, or caused, directly or indirectly, in whole or in part, by an act, omission, negligence, or misconduct by the Using organization or any of its agents, servants, employees, contractors, patrons, guests, or invitees whether based upon the alleged joint and/or concurrent negligence of the City and Using organization arising out of the incident to Using organization’s use of the facilities covered by this Agreement.
2. **Force Majeure.** If Facilities or any portion thereof are destroyed or damaged by fire or another calamity to prevent the use of Facilities for the purposes intended and during periods specified by this Agreement, or if the use of the Facility by the Using Organization will be prevented by an act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the City, then this Agreement will terminate. The City will not be liable or responsible to the Using Organization for any damages caused thereby, and the Using Organization hereby waives any claim against the City for damages because of such termination.
3. **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties shall be governed by the laws of the State of Texas; and the venue for any action concerning this Agreement shall be in the Court of Denton County, Texas
4. **Termination.** This agreement may be terminated by either party by providing the other Party with thirty (30) days’ prior written notice of termination.
5. **Notice.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.
6. **Severability.** In the event any section, subsection paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of the Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.
7. **Assignment.** This Agreement may not be assigned by using organization without the Express written consent of the City.



CITY COUNCIL COMMUNICATION

DATE: February 5, 2024

FROM: Clayton Gray, Chief Financial Officer

AGENDA ITEM: Consideration and possible action on Ordinance 02-02-24, amending the budget for the 2023-2024 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.

SUMMARY:

- The 2022-23 budget included (a) \$49,131 for a vehicle in the Streets Department and (b) \$49,132 for a vehicle in the Water Department. Public Works had hoped to order the vehicles before the fiscal year-end but could not get any vendor to provide quotes for the two vehicles before September 30, 2023. The appropriation for these vehicles was not carried over to the 2023-24 budget.
- Public Works has now obtained a quote of \$47,046 for the Streets Department pickup and \$73,974 for the Water Department pickup. (The increased price for the Water Department is due to the need for a larger 1-ton pickup to haul equipment.)
- The City Manager wishes to send four staff members to a mid-level management training program. The total cost for four attended is \$10,000.
- This budget amendment increased expenditures in the Streets Department by \$47,046, the Water Department by \$73,974, and the Administration Department by \$10,000

FISCAL INFORMATION:

Budgeted: NO	Amount: \$47,046	GL Account: 001-30-6130
Budgeted: NO	Amount: \$73,974	GL Account: 008-50-6130
Budgeted: NO	Amount: \$10,000	GL Account: 180-10-5240

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval of Ordinance 01-02-24

ATTACHMENTS:

- Ordinance 02-02-24

CITY OF SANGER, TEXAS

ORDINANCE 02-02-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, (BUDGET AMENDMENT 1) AMENDING ORDINANCE #08-19-23, WHICH WILL AMEND THE BUDGET FOR THE 2023-2024 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; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City Council approved Ordinance 08-19-23 adopting the budget for the 2023-2024 Fiscal Year on August 21, 2023; and

WHEREAS, this amendment was prepared and presented to the City Council, and after consideration, it is the consensus of the City Council to amend the approved budget ordinance; 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS:

SECTION 1. That the annual budget for the 2023-2024 Fiscal Year is hereby amended to increase expenditures in the General Fund by \$47,046, expenditures in the Enterprise Fund by \$73,974, and expenditures in the Internal Service Fund by \$10,000 as shown in **Exhibit “A”**.

SECTION 2. Expenditures during the 2023-2024 Fiscal Year shall be made in accordance with the amended budget approved herein, unless otherwise authorized by a duly enacted ordinance of the City, and said budget document shall be on file for public inspection in the office of the City Secretary.

SECTION 3. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same

would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 5. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 6. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 5th day of February 2024.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

EXHIBIT A
Ordinance 01-02-24

G/L Account	Account Type	Account Name	Original Budget	Revised Budget	Adjustment
001-30-6130	Expenditure	Vehicles <i>To provide for the purchase of a replacement vehicle</i>	\$0	\$47,046	\$47,046
008-50-6130	Expenditure	Vehicles <i>To provide for the purchase of a new vehicle</i>	\$0	\$73,974	\$73,974
180-10-5240	Expenditure	Conferences and Training <i>To provide for the expenditures associated an employee training program</i>	\$9,300	\$19,300	\$10,000



CITY COUNCIL COMMUNICATION

DATE: February 05, 2024

FROM: Jim Bolz, Director of Public Works

AGENDA ITEM: Consideration and possible action to purchase one new Ram 3500 Tradesman for Water Department and one new RAM 2500 Tradesman 4x4 for the Street Department from Grapevine Dodge utilizing the BuyBoard Purchasing Cooperative.

SUMMARY:

- The vacuum trailer for the Water Department necessitates a minimum towing capacity of 1-ton.
- Our current 1-ton truck is a 2013 model and when it needs maintenance repairs, we are left without a backup truck to pull the vac-trailer.
- This truck will also be used for daily operations because we currently have more employees than we have vehicles.
- The current Street Department vehicle is 19-years old and has previously had the engine rebuilt.

FISCAL INFORMATION:

Budgeted: YES

Amount: \$121,020.00

GL Accounts: 001-30-6130
and 008-50-6130

RECOMMENDED MOTION OR ACTION:

Staff recommends approval

ATTACHMENTS:

- Quotes from Grapevine Dodge Chrysler Jeep

PRODUCT PRICING SUMMARY BASED ON CONTRACT
BUYBOARD #724-23 CHASSIS
Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF SANGER
 Contact: MEGHANN PIERCY
 Phone/Email: MPIERCY@SANGERTEXAS.ORG
 Product Description: 3500

Rep: Dennis Thomas
 Phone: 817-410-7541
 Email: dthomas@grapevinedcj.com
 Date: 01/12/2024

A. Bid Series 3500

A. Base Price:

43,419

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
D28L62	24 REGULAR CAB 4X4	2740	2HA	TRADESMAN DIESEL	9,501
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
JKV	115 V A/C PLUG DASH	247	LHL	AUX DASH SWITCHES	150
MRU	BLACK TUBULAR RUNNING BDS	432	XAW	BACKUP ALARM	141
XCH	2 EXTRA KEYS	62	WLA	DUAL REAR WHEEL	1,450
GT3	POWER FOLDING MIRRORS	268	ADB	SKIDPLATE	141
A61	POWER EQUIP GROUP	1,824	CLY	RUBBER FLOORMATS	121
Total of B. Published Options:					17,077

C. Unpublished Options

\$= 0.0%

Options	Bid Price	Options	Bid Price
SERVICE BODY	12,828		
THIS IS A [PICKUP THAT BED WILL BE REMOVED]			
Total of C. Unpublished Options:			12,828

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge:

K. Subtotal:

L. Quantity Ordered _____ x K =

M. Trade in:

N. BUYBOARD Administrative Fee (\$400 per purchase order)

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$
\$
\$
\$
\$
\$
\$250
\$73,574
\$
\$400.00
\$73,974

PRODUCT PRICING SUMMARY BASED ON CONTRACT
BUYBOARD #724-23 CHASSIS
Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: CITY OF SANGER
 Contact: _____
 Phone/Email: _____
 Product Description: 2500 4X4 STOCK

Rep: Dennis Thomas
 Phone: 817-410-7541
 Email: dthomas@grapevinedcj.com
 Date: 01/12/2024

A. Bid Series 2500 A. Base Price: 39,361

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DJL62	24 REG CAB 4X4	2842	2GA	TRADESMAN 6.4L HEMI GAS	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
ADB	SKIDPLATE	141	XHC	BRAKE CONTROLLER	383
XCH	2 EXTRA KEYS	262	JPE	DRIVER LUMBAR	92
MRU	BLACK RUNNING BDS	432	DSA	ANTI SPIN AXLE	480
CLY	RUBBER FLOORMATS	121	146	POWER EQUIPMENT GROUP	1824
CKE	CARPET	141	GT3	POWER FOLDING MIRRORS	267
Total of B. Published Options:					6,985

C. Unpublished Options

\$= 0.0%

Options	Bid Price	Options	Bid Price
Total of C. Unpublished Options:			

D. Pre-delivery Inspection:	
E. Texas State Inspection:	\$
F. Manufacturer Destination/Delivery:	\$
G. Floor Plan Interest (for in-stock and/or equipped vehicles):	\$
H. Lot Insurance (for in stock and/or equipped vehicles):	\$
I. Contract Price Adjustment: _____	\$
J. Additional Delivery Charge: _____ miles	\$300
K. Subtotal:	\$46,646
L. Quantity Ordered _____ x K =	\$
M. Trade in: _____	
N. BUYBOARD Administrative Fee (\$400 per purchase order)	\$400.00
O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	\$47,046



CITY COUNCIL COMMUNICATION

DATE: February 5, 2024

FROM: Ramie Hammonds, Director of Development Services

AGENDA ITEM: Consideration and possible action on the Preliminary Plat of Duncan Retail, being 5.770 acres, located in the City of Sanger, and generally located on the east side of the I-35 Frontage Road approximately 60 feet north of the intersection of I-35 Frontage Road and S 5th Street.

SUMMARY:

- The applicant is proposing to create 5 commercial lots from 1 unplatted tract.
- This site is located on the east side of the I-35 Frontage Road approximately 60 feet north of the intersection of I-35 Frontage Road and S. 5th Street.
- The property is zoned B-2 which allows retail.
- There is one existing business located on the site currently.
- The property will be served by City of Sanger Water, Sewer and Electric.
- Planning & Zoning recommended approval with the condition all comments are satisfied prior to City Council approval.

FISCAL INFORMATION:

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

RECOMMENDED MOTION OR ACTION:

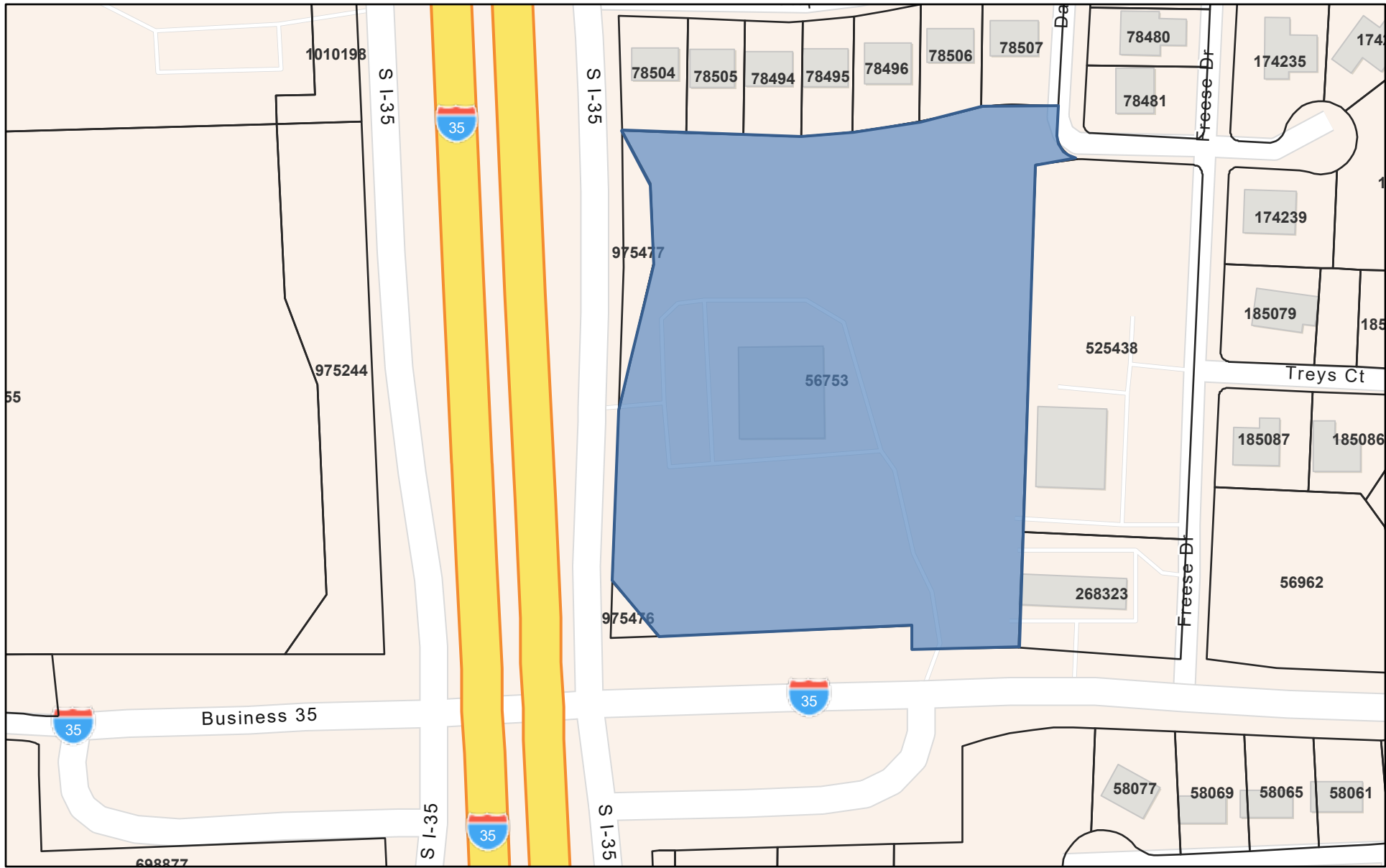
Staff recommends DENIAL based on the condition attached comments have not been satisfied.

ATTACHMENTS:

- Location Map
- Preliminary Plat
- Application
- Letter of Intent
- Planning Comments
- Engineering Comments

Denton CAD Web Map

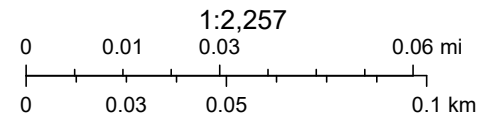
Item 6.



1/3/2024, 12:26:22 PM

Parcels

23SANZON-0049 Duncan Retail Addition



Esri Community Maps Contributors, Texas Parks & Wildlife, OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGra

Denton County Appraisal District, BIS Consulting - www.bisconsulting.com

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

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LINE TABLE			CURVE TABLE					
NO.	BEARING	LENGTH	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
L1	N28°51'58"W	68.67'	C1	27°34'51"	65.00'	31.29'	S14°14'42"E	30.99'
L2	N86°21'59"W	72.88'	C2	24°53'48"	212.00'	92.12'	S15°35'13"E	91.40'
L3	N00°39'41"W	24.45'						
L4	N44°55'05"W	80.31'						
L5	S00°27'16"E	17.64'						
L6	S03°08'19"E	42.00'						

BENCH MARK LIST

The bearing system for this survey is based on the Texas Coordinate System of 1983, North Central Zone 4202 based on observations made on October 3, 2023 with an applied combined scale factor of 1.00015063.

BM#102 MAG NAIL WITH SHINER STAMPED "YP CONTROL POINT" SET IN CONCRETE ON THE NORTH WEST CORNER OF AN ELECTRIC VAULT ON THE SOUTH SIDE OF THE BRIDGE FOR KEATON ROAD ON THE EAST SIDE OF I-35, 12± NORTH OF A LIGHT POLE, AND 16± NORTHWEST OF A STOP SIGN.

ELEV: 675.82

BM#104 1/2-INCH IRON ROD SET ON THE EAST SIDE OF I-35, 22± WEST OF THE CENTERLINE OF I-35 FRONTAGE ROAD, AND 53± SOUTHWEST OF A BOX CULVERT DRAINAGE STRUCTURE.

ELEV: 672.05

LOT ACREAGE TABLE

LOT 1	1.043 ACRES
LOT 2	1.399 ACRES
LOT 3	1.534 ACRES
LOT 4	1.281 ACRES
LOT 5	0.513 ACRES
TOTAL	5.770 ACRES

LEGAL DESCRIPTION

BEING a 5.770 acre (251,351 square foot) tract of land situated in the Henry Tierwester Survey, Abstract No. 1241, City of Sanger, Denton County, Texas, and being part of a called 5.963 acre tract of land described in the General Warranty Deed to Yellow W Land Co., LLC, recorded in Instrument No. 2020-215605, Official Public Records, Denton County, Texas, said tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "TXDOT ROW SURVEY MARKER" found for the north corner of a called 0.0412 acre tract of land (Parcel 59, Part 1) described in the Deed to the State of Texas recorded in Instrument No. 2021-82582, said Official Public Records, and being in the west line of the said called 5.963 acre tract, and being at the north end of a right-of-way corner clip at the intersection of the east right-of-way line of Interstate Highway No. 35, a variable width right-of-way, and the north right-of-way line of South 5th Street, a variable width right-of-way;

THENCE along the said east right-of-way line, the following four (4) calls:

North 03°14'26" West, along the said west line, a distance of 256.47 feet to a 5/8-inch iron rod with cap stamped "TXDOT ROW MARKER" found for the south corner of a called 0.1191 acre tract of land (Parcel 59, Part 2) described in the said Deed to the State of Texas recorded in Instrument No. 2021-82582;

North 12°52'01" East, along the east line of the said called 0.1191 acre tract, a distance of 108.24 feet to a 5/8-inch iron rod with cap stamped "TXDOT ROW SURVEY MARKER" found for corner;

North 03°15'57" West, continuing along the said east line, a distance of 90.03 feet to a 5/8-inch iron rod with cap stamped "TXDOT ROW SURVEY MARKER" found for corner;

North 28°51'58" West, continuing along the said east line, a distance of 68.67 feet to a point for corner, being the northwest corner of a called 5.932 acre tract of land described in the General Warranty Deed to Kenneth Charles Minihennet and wife, Linda A. Minihennet, recorded in Instrument No. 2010-59070, said Official Public Records, and being at the southwest corner of Block E, Gateway Addition, Section II, an addition to the City of Sanger, Denton County, Texas, according to the plat recorded in Cabinet C, Page 93, Plat Records, Denton County, Texas, from which a 1/2-inch iron rod with cap stamped "ALLIANCE" found bears South 81°14'08" West, a distance of 0.47 feet;

THENCE with the north line of the said called 5.932 acre tract, and along the south line of said Block E, the following four (4) calls:

South 87°57'59" East, a distance of 205.00 feet to a 1/2-inch square tube found for corner;

North 83°03'51" East, a distance of 65.00 feet to a 1/2-inch square tube found for corner;

North 76°02'21" East, a distance of 142.30 feet to a 1/2-inch iron rod with cap stamped "RPLS 4857" found for corner;

South 87°49'59" East, a distance of 70.49 feet to a point for corner, being the northeast corner of the said called 5.932 acre tract, and being in the west right-of-way line of David Drive, a variable width right-of-way, from which a 1/2-inch iron rod with cap stamped "KAZ" found bears South 02°10'28" West, a distance of 0.29 feet;

THENCE South 02°10'28" West, departing the south line of Block E, and with the east line of the said called 5.932 acre tract, a distance of 613.81 feet to a point for the southeast corner of the said called 5.932 acre tract, being in the north right-of-way line of the aforementioned South 5th Street, from which a 1/2-inch iron rod with cap stamped "KAZ" found bears South 82°59'16" West, a distance of 0.32 feet, and from which a 1/2-inch iron rod with cap stamped "RPLS 4857" found bears South 02°10'28" West, a distance of 2.17 feet;

THENCE with the southerly line of the said called 5.932 acre tract of land, and along said north right-of-way line, the following three (3) calls:

North 86°21'59" West, a distance of 72.88 feet to a 1/2-inch iron rod with cap stamped "KAZ" found for corner;

North 00°39'41" West, a distance of 24.45 feet to a 5/8-inch iron rod found for corner, from which a "+" cut in concrete found bears South 5°45'55" West, a distance of 3.49 feet;

South 86°51'41" West, a distance of 296.72 feet to a point for corner, being at the south end of a right-of-way corner clip at the intersection of the said north right-of-way line, and the aforementioned east right-of-way line of Interstate Highway No. 35, and being on the northeast line of the aforementioned called 0.0412 acre tract of land (Parcel 59, Part 1), from which a 5/8-inch iron rod with cap stamped "TXDOT ROW SURVEY MARKER" found bears South 44°55'05" East, a distance of 4.31 feet;

THENCE North 44°55'05" West, along the said northeast line, and along said corner clip, a distance of 80.31 feet to the **POINT OF BEGINNING** and containing 251,351 square feet or 5.770 acres of land, more or less.

NOTES

- The bearings and coordinates shown on this survey are based on the Texas Coordinate System of 1983 (2011), North Central Zone 4202 based on observations made on October 3, 2023 with an applied combined scale factor of 1.00015063.
- According to Map No. 48121C0210G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not located within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- 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/or withholding of utilities and building permits.

SURVEYOR'S CERTIFICATION

I, Joshua D. Wargo, Registered Professional Land Surveyor, do hereby certify that the plat shown hereon accurately represents the property as determined by an on the ground survey, made under my supervision on October 3, 2023 and that all corners are shown hereon.

PRELIMINARY

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

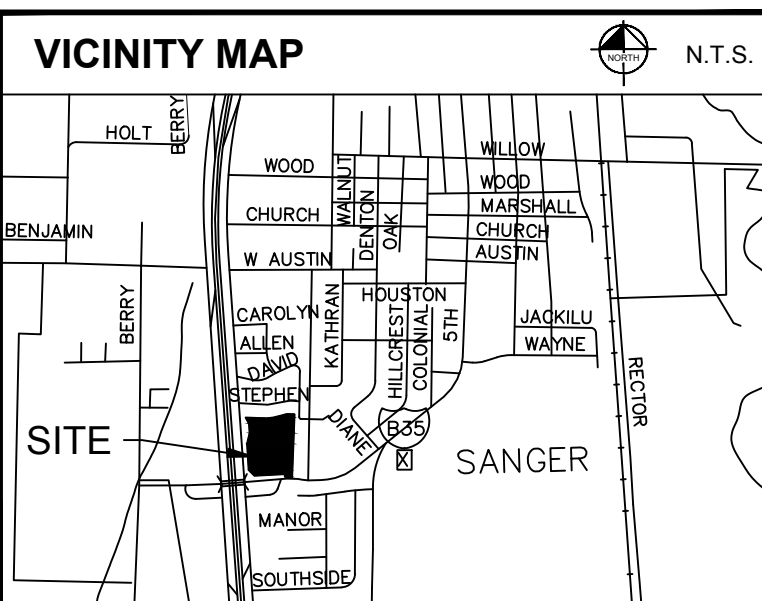
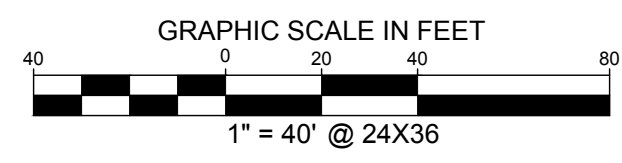
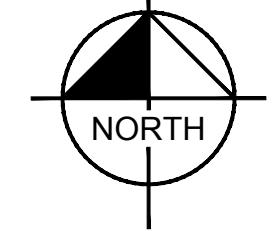
Joshua D. Wargo
Registered Professional Land Surveyor
No. 6391

"PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY"

OWNER/DEVELOPER
Yellow W Land Co., LLC
1425 Turtle Creek Dr.
Lufkin, Texas 75904

ENGINEER
Chris Taube, P.E.
Kimley-Horn and Associates, Inc.
801 Cherry Street,
Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-335-6511

SURVEYOR
Joshua D. Wargo, RPLS
Kimley-Horn and Associates, Inc.
801 Cherry Street,
Unit 11, Suite 1300
Fort Worth, Texas 76102
Ph. 817-770-6511



LEGEND

ROOF DRAIN	MAIL BOX	SANITARY SEWER CLEAN OUT
CABLE TV BOX	SANITARY SEWER MANHOLE	SANITARY SEWER MARKER FLAG
CABLE TV HANDHOLE	SANITARY SEWER MARKER SIGN	SANITARY SEWER SEPTIC TANK
CABLE TV MARKER FLAG	STORM SEWER VAULT	STORM SEWER BOX
CABLE TV MARKER SIGN	STORM SEWER DRAIN	STORM SEWER MANHOLE
COMMUNICATIONS BOX	STORM SEWER MANHOLE	STORM SEWER VAULT
COMMUNICATIONS HANDHOLE	STORM SEWER MARKER SIGN	TRAFFIC BARRIER
COMMUNICATIONS MARKER FLAG	STORM SEWER VAULT	TRAFFIC BOX
COMMUNICATIONS MARKER SIGN	TRAFFIC SIGNAL	CROSS WALK SIGNAL
ELEVATION BENCHMARK	TRAFFIC SIGNAL	TRAFFIC MANHOLE
FIBER OPTIC BOX	TRAFFIC SIGNAL	TRAFFIC MARKER SIGN
FIBER OPTIC HANDHOLE	TRAFFIC VAULT	TRAFFIC VAULT
FIBER OPTIC MANHOLE	UNIDENTIFIED BOX	UNIDENTIFIED HANDHOLE
FIBER OPTIC MARKER FLAG	UNIDENTIFIED HANDHOLE	UNIDENTIFIED MARKER SIGN
FIBER OPTIC MARKER SIGN	UNIDENTIFIED MANHOLE	UNIDENTIFIED MANHOLE SIGN
FIBER OPTIC VAULT	UNIDENTIFIED MARKER FLAG	UNIDENTIFIED POLE
MOUNTAIN WELL	UNIDENTIFIED MARKER SIGN	UNIDENTIFIED TANK
GAS HANDHOLE	UNIDENTIFIED POLE	UNIDENTIFIED VALVE
GAS MANHOLE	UNIDENTIFIED TANK	UNIDENTIFIED VALVE
GAS MARKER FLAG	UNIDENTIFIED VALVE	WATER VALVE
GAS SIGN	WATER VALVE	WATER VALVE
GAS TANK	WATER VAULT	WATER VAULT
GAS VAULT	WATER VAULT	WATER VAULT
TELEPHONE BOX	WATER VAULT	WATER VAULT
TELEPHONE HANDHOLE	WATER VAULT	WATER VAULT
TELEPHONE MANHOLE	WATER VAULT	WATER VAULT
TELEPHONE MARKER SIGN	WATER VAULT	WATER VAULT
TELEPHONE VAULT	WATER VAULT	WATER VAULT
PIPELINE MARKER SIGN	WATER VAULT	WATER VAULT
ELECTRIC BOX	WATER VAULT	WATER VAULT
FLOOD LIGHT	WATER VAULT	WATER VAULT
GUY ANCHOR	WATER VAULT	WATER VAULT
GUY ANCHOR POLE	WATER VAULT	WATER VAULT
ELECTRIC HANDHOLE	WATER VAULT	WATER VAULT
ELECTRIC MANHOLE	WATER VAULT	WATER VAULT
ELECTRIC MARKER SIGN	WATER VAULT	WATER VAULT
ELECTRIC MARKER SIGN	WATER VAULT	WATER VAULT
UTILITY POLE	WATER VAULT	WATER VAULT
ELECTRIC TRANSFORMER	WATER VAULT	WATER VAULT
ELECTRIC VAULT	WATER VAULT	WATER VAULT
IMMOCAPPED PARKING SIGN	WATER VAULT	WATER VAULT
MARKER/BILLBOARD SIGN	WATER VAULT	WATER VAULT
BOLE LOCATION	WATER VAULT	WATER VAULT
FLAG POLE	WATER VAULT	WATER VAULT
GREASE TRAP	WATER VAULT	WATER VAULT

LINE TYPE LEGEND

BOUNDARY LINE	BOUNDARY LINE
ADJACENT PROPERTY LINE	ADJACENT PROPERTY LINE
EASEMENT PROPERTY LINE	EASEMENT PROPERTY LINE
BUILDING LINE	BUILDING LINE
W	WATER LINE
SS	SANITARY SEWER LINE
S	STORM SEWER LINE
G	UNDERGROUND GAS LINE
OH	OVERHEAD UTILITY LINE
UE	UNDERGROUND UTILITY LINE
UGT	UNDERGROUND TELEPHONE LINE
CBL	UNDERGROUND CABLE LINE
FENCE	FENCE
ASPHALT PAVEMENT	ASPHALT PAVEMENT

APPROVED FOR PREPARATION OF FINAL PLAT

CITY OF SANGER, TX
PLANNING & ZONING COMMISSION

PRELIMINARY PLAT
DUNCAN RETAIL
LOTS 1-5, BLOCK 1
HENRY TIERWESTER SURVEY
ABSTRACT NO. 1241
5.770 ACRES
CITY OF SANGER
DENTON COUNTY, TEXAS

Kimley»Horn
801 Cherry Street, Unit 11, # 1300
Fort Worth, Texas 76102
FIRM # 10194040
Tel. No. (817) 335-6511
www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	DMD	JDW	12/11/2023	061290080	1 OF 1



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

X	Preliminary Plat Minor Plat

	Final Plat/Replat Amended Plat

	Vacating Plat Conveyance Plat

Applicant	Owner (if different from applicant)
Name: Chris Taube, PE	Name: Rufus Duncan
Company: Kimley-Horn	Company: Yellow W Land Co., LLC
Address: 801 Cherry Suite, Suite 1300	Address 1425 Turtle Creek Dr
City, State, Zip: Fort Worth, TX 76102	City, State, Zip: Lufkin, TX 75904
Phone 817-339-2246	Phone: 936-676-0207
Fax: N/A	Fax: N/A
Email: chris.taube@kimley-horn.com	Email: rufus@duncantwo.com

Submittal Checklist

X	Pre-Application Conference (Date: <u>09 / 26 / 2023</u>)
X	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
X	Letter of Intent
X	Non-Refundable Application Fee (Check Payable to City of Sanger)
X	Application Form (Signed by Owner)
X	Applicable Plat Checklist (Completed)
X	Additional Required Documents/Traffic & Drainage Studies etc.
X	One (1) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development@cityofsanger.com

Supporting Materials (List if provided): Preliminary Utility Plan, Preliminary Drainage Plan, Preliminary Grading Plan

R Number(s): Prop ID: 56753

[Signature]
 Owner's Signature

12-11-23
 Date

[Signature]
 Applicant's Signature

12/12/2023
 Date

Office Use: Reviewed by Director of Development Services / /



Sanger “Duncan Retail” – Letter of Intent

The owner intends to subdivide the subject property and develop additional site infrastructure including paving, storm drainage, and utilities, to serve the new development and subdivided lots. The anticipated future uses include restaurant, retail, and/or general commercial. The +/- 5.8 acre property is located at the NE corner of I-35 and 5th Street.

The designated point of contact for future correspondence will be myself, Chris Taube.

The owner (subdivider) contact information is listed below:

Rufus Duncan
Yellow W Land Co., LLC
1425 Turtle Creek Dr
Lufkin, TX 75904
936-676-0207
rufus@duncantwo.com

We kindly request the plat be reviewed and considered by the appropriate approval body. Please feel free to reach out with any questions city staff may have during the review.

Thank you,

Chris Taube, PE
Kimley-Horn & Associates
801 Cherry St, Suite 1300
Fort Worth, TX 76102
817-339-2246
Chris.Taube@kimley-horn.com



DATE: 12/29/2023

1st REVIEW COMMENTS – Preliminary Plat (Duncan Retail Addition)

The request is for a Preliminary Plat of Duncan Retail Addition containing 5 lots, being approximately 5.770 acres in the HENRY TIERWESTER SURVEY, ABSTRACT NO 1241, prepared by Kimley Horn, submitted on 12/13/2023. Below are the comments that should be addressed before City Council approval. Resubmit the revised plat along with a response letter addressing all comments.

Planning

Provide the following

1. In title block show total number of lots.
2. Show building lines. Plat currently shows front yard setback at 25', the required setback is 20'. In places the rear building line is shown as 10' the required rear setback is 20'.
3. Show curve table for all drives within development.
4. Correct block names to be letters not numbers.
5. Provide a table listing all lots with square footage and associated lot widths at the front building line.
6. In table show required and provided total landscaped area and front yard landscaped area.

Informational Comments

1. The property is within the City of Sanger.
2. The Preliminary Plat will be scheduled for the Planning and Zoning (P&Z) Commission meeting on Monday, January 8, 2024, and the City Council meeting on Monday, February 5, 2024.

January 9, 2024
AVO 37449.004

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

Re: **Duncan Retail Preliminary Plat -Review #1**

Dear Ms. Hammonds,

Halff Associates, Inc. was requested by the City of Sanger to review the Preliminary Plat for Duncan Retail. The submittal was prepared by Kimley-Horn and Associates, Inc. and was dated December 11, 2023.

We have completed our review and offer the following comments:

Please address comments on attached markups and provide annotated responses on markups. Please note, not all comments are written on letter since some comments are easier to show and explain on the markups. Please annotate markup with responses.

Preliminary Plat Comments

1. Provide dimensions for easement widths to verify the meet requirements outlined in ordinance 10.105(5)
2. Per Denton county Fire Code, access route requires an interior turning radius of thirty (30) feet and exterior turning radius of fifty (50) feet. Provide fire lane radii for clarity.
3. Show existing street ROW per ordinance 10.104(C)(10).
4. Provide Table with site information per ordinance 10.104(c)(12).
5. Per the zoning ordinance, section 23.2 - Where the future development abuts a residential district, a solid screening wall, having a minimum height of 6 feet above the average grade of the residential property, shall be constructed.

Preliminary Drainage Plan Comments

1. Not enough information is provided to verify adequate drainage. Provide proposed drainage area maps/calculations, inlet calculations and hydraulic calculations, plan and profiles, etc.
2. It is unclear where improvement limits are located for existing pavement. Provide paving plan for review per 10.104(c)(14).
3. Detention facilities in parking areas greater than 6" shall have warning signs 10.106(d)(10).
4. Provide more information showing that detention pond meets the requirements in ordinance 10.106(d)(10).
5. Provide existing culvert flow line per 10.104(c)(10) and proposed culvert flow line to demonstrate positive flow.
6. Provide pipe and inlet sizes per ordinance 10.104(c)(14).

7. Provide pond maintenance agreement.
8. Provide landscaping plan meeting requirements outlined in the Zoning ordinance - Section 48.51.

Preliminary Existing Drainage Area Map Comments

1. Provide existing and proposed drainage area calculations per 10.106(d)(2).

Preliminary Grading Plan Comments

1. Provide proposed grading and future FF elevations 10.104(c)(10).
2. Per the zoning ordinance, section 23.2 - Where the future development abuts a residential district, a solid screening wall, having a minimum height of 6 feet above the average grade of the residential property, shall be constructed.
3. Provide pavement typical sections 10.104(c)(15).
4. Concrete sidewalks shall be constructed on both sides of streets and thoroughfares per ordinance 10.106(c).
5. Clarify proposed pavement limits. Provide a pavement plan,
6. Positive pond drainage cannot be verified and must meet requirements outlined in ordinance 10.106(d)(10).
7. Please note, per building code, supporting geotechnical and structural analysis may be needed if the wall, plus the height of the footing, of the proposed detention pond retaining wall is equal to or greater than 4-ft.

Preliminary Utility Plan

1. Provide sewer profile 10.104(f)(6).
2. The minimum diameter of sewer mains shall be eight inches (8"). Six-inch (6") diameter sewer mains may be acceptable only for short distances (not to exceed 400 feet) per ordinance 10.106(f)(1)(A)
3. Not that The Fire Department Connection (FDC) is required to be within 50 feet as the hose lays, of a fire hydrant per ordinance 5.704.

If you have any questions or need additional information, please do not hesitate to call me at (214) 937-3928.

Sincerely,
HALFF
TBPELS Firm No. 312



Jamie Akomer, PE, PMP



Parker C. Moore, P.E., CFM

Attachments: Plat markups

NO.	BEARING	LENGTH
L1	N28°51'58"W	68.67'
L2	N86°21'59"W	72.88'
L3	N00°39'41"W	24.45'
L4	N44°55'05"W	80.31'
L5	S00°27'16"E	17.64'
L6	S03°08'19"E	42.00'

NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	27°34'51"	65.00'	31.29'	S14°14'42"E	30.99'
C2	24°53'48"	212.00'	92.12'	S15°35'13"E	91.40'

BENCH MARK LIST

The bearing system for this survey is based on the Texas Coordinate System of 1983, North Central Zone 4202 based on observations made on October 3, 2023 with an applied combined scale factor of 1.00015063.

BM#102 MAG NAIL WITH SHINER STAMPED "Y" CONTROL POINT" SET IN CONCRETE ON THE NORTH WEST CORNER OF AN ELECTRIC VAULT ON THE SOUTH SIDE OF THE BRIDGE FOR KEATON ROAD ON THE EAST SIDE OF I-35, 12± NORTH OF A LIGHT POLE, AND 16± NORTHWEST OF A STOP SIGN.

ELEV: 675.82

BM#104 1/2-INCH IRON ROD SET ON THE EAST SIDE OF I-35, 22± WEST OF THE CENTERLINE OF I-35 FRONTAGE ROAD, AND 53± SOUTHWEST OF A BOX CULVERT DRAINAGE STRUCTURE.

ELEV: 672.05

LOT ACREAGE TABLE	
LOT 1	1.043 ACRES
LOT 2	1.399 ACRES
LOT 3	1.534 ACRES
LOT 4	1.281 ACRES
LOT 5	0.513 ACRES
TOTAL	5.770 ACRES

LEGAL DESCRIPTION

BEING a 5.770 acre (251,351 square foot) tract of land situated in the Henry Tierwester Survey, Abstract No. 1241, City of Sanger, Denton County, Texas, and being part of a called 5.963 acre tract of land described in the General Warranty Deed to Yellow W Land Co., LLC, recorded in Instrument No. 2020-215605, Official Public Records, Denton County, Texas, said tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with cap stamped "TXDOT ROW SURVEY MARKER" found for the north corner of a called 0.0412 acre tract of land (Parcel 59, Part 1) described in the Deed to the State of Texas recorded in Instrument No. 2021-82582, said Official Public Records, and being in the west line of the said called 5.963 acre tract, and being at the north end of a right-of-way corner clip at the intersection of the east right-of-way line of Interstate Highway No. 35, a variable width right-of-way, and the north right-of-way line of South 5th Street, a variable width right-of-way;

THENCE along the said east right-of-way line, the following four (4) calls:

North 03°14'26" West, along the said west line, a distance of 256.47 feet to a 5/8-inch iron rod with cap stamped "TXDOT ROW SURVEY MARKER" found for the south corner of a called 0.1191 acre tract of land (Parcel 59, Part 2) described in the said Deed to the State of Texas recorded in Instrument No. 2021-82582;

North 12°52'01" East, along the east line of the said called 0.1191 acre tract, a distance of 108.24 feet to a 5/8-inch iron rod with cap stamped "TXDOT ROW SURVEY MARKER" found for corner;

North 03°15'57" West, continuing along the said east line, a distance of 90.03 feet to a 5/8-inch iron rod with cap stamped "TXDOT ROW SURVEY MARKER" found for corner;

North 28°51'58" West, continuing along the said east line, a distance of 68.67 feet to a point for corner, being the northwest corner of a called 5.932 acre tract of land described in the General Warranty Deed to Kenneth Charles Minihennet and wife, Linda A. Minihennet, recorded in Instrument No. 2010-59070, said Official Public Records, and being at the southwest corner of Block E, Gateway Addition, Section II, an addition to the City of Sanger, Denton County, Texas, according to the plat recorded in Cabinet C, Page 93, Plat Records, Denton County, Texas, from which a 1/2-inch iron rod with cap stamped "ALLIANCE" found bears South 81°14'08" West, a distance of 0.47 feet;

THENCE with the north line of the said called 5.932 acre tract, and along the south line of said Block E, the following four (4) calls:

South 87°57'59" East, a distance of 205.00 feet to a 1/2-inch square tube found for corner;
 North 83°03'51" East, a distance of 65.00 feet to a 1/2-inch square tube found for corner;
 North 76°02'21" East, a distance of 142.30 feet to a 1/2-inch iron rod with cap stamped "RPLS 4857" found for corner;

South 87°49'59" East, a distance of 70.49 feet to a point for corner, being the northeast corner of the said called 5.932 acre tract, and being in the west right-of-way line of David Drive, a variable width right-of-way, from which a 1/2-inch iron rod with cap stamped "KAZ" found bears South 02°10'28" West, a distance of 0.29 feet;

THENCE South 02°10'28" West, departing the south line of Block E, and with the east line of the said called 5.932 acre tract, a distance of 613.81 feet to a point for the southeast corner of the said called 5.932 acre tract, being in the north right-of-way line of the aforementioned South 5th Street, from which a 1/2-inch iron rod with cap stamped "KAZ" found bears South 82°59'16" West, a distance of 0.32 feet, and from which a 1/2-inch iron rod with cap stamped "RPLS 4857" found bears South 02°10'28" West, a distance of 2.17 feet;

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THENCE North 44°55'05" West, along the said northeast line, and along said corner clip, a distance of 80.31 feet to the **POINT OF BEGINNING** and containing 251,351 square feet or 5.770 acres of land, more or less.

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Joshua D. Wargo
 Registered Professional Land Surveyor
 No. 6391

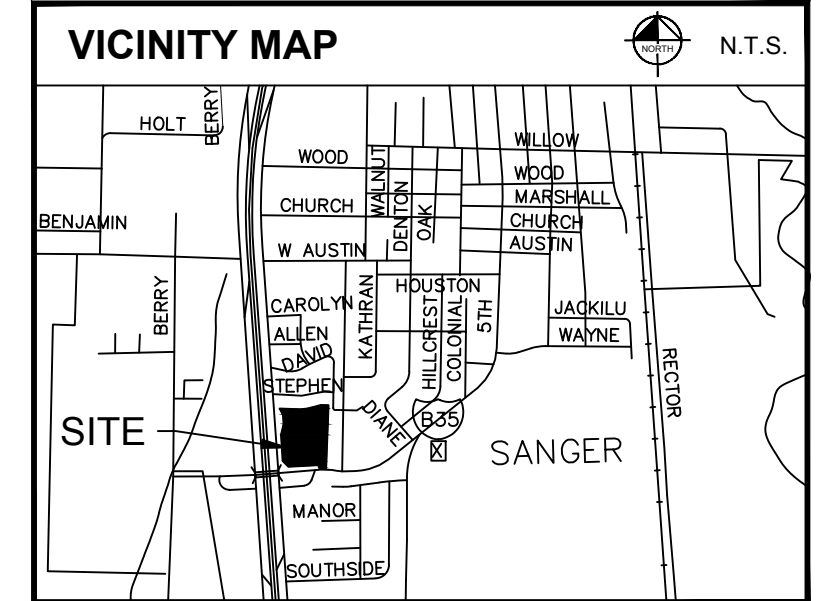
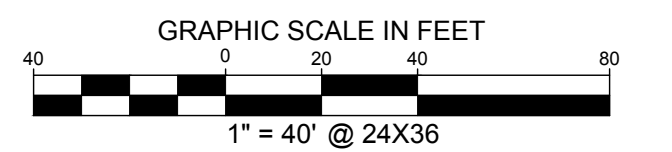
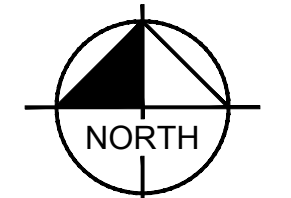
"PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY"

Provide Table with site information per ordinance 10.104(c)(12)

OWNER/DEVELOPER
 Yellow W Land Co., LLC
 1425 Turtle Creek Dr.
 Lufkin, Texas 75904

ENGINEER
 Chris Taube, P.E.
 Kimley-Horn and Associates, Inc.
 801 Cherry Street,
 Unit 11, Suite 1300
 Fort Worth, Texas 76102
 Ph. 817-335-6511

SURVEYOR
 Joshua D. Wargo, RPLS
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 Unit 11, Suite 1300
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LEGEND			
[Symbol]	ROOF DRAIN	[Symbol]	MAIL BOX
[Symbol]	CABLE TV BOX	[Symbol]	SANITARY SEWER CLEAN OUT
[Symbol]	CABLE TV HANDHOLE	[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	CABLE TV MARKER	[Symbol]	SANITARY SEWER MARKER FLAG
[Symbol]	CABLE TV MARKER SIGN	[Symbol]	SANITARY SEWER MARKER SIGN
[Symbol]	COMMUNICATIONS BOX	[Symbol]	STORM SEWER VAULT
[Symbol]	COMMUNICATIONS HANDHOLE	[Symbol]	STORM SEWER DRAIN
[Symbol]	COMMUNICATIONS MARKER	[Symbol]	STORM SEWER MANHOLE
[Symbol]	COMMUNICATIONS MARKER FLAG	[Symbol]	STORM SEWER VAULT
[Symbol]	COMMUNICATIONS MARKER SIGN	[Symbol]	TRAFFIC BARRIER
[Symbol]	ELEVATION BENCHMARK	[Symbol]	TRAFFIC BOX
[Symbol]	FIBER OPTIC BOX	[Symbol]	CROSS WALK SIGNAL
[Symbol]	FIBER OPTIC HANDHOLE	[Symbol]	TRAFFIC MANHOLE
[Symbol]	FIBER OPTIC MARKER	[Symbol]	TRAFFIC MANHOLE SIGN
[Symbol]	FIBER OPTIC MARKER SIGN	[Symbol]	TRAFFIC SIGNAL
[Symbol]	FIBER OPTIC VAULT	[Symbol]	TRAFFIC VAULT
[Symbol]	MOUNTAIN WELL	[Symbol]	UNIDENTIFIED BOX
[Symbol]	GAS HANDHOLE	[Symbol]	UNIDENTIFIED HANDHOLE
[Symbol]	GAS METER	[Symbol]	UNIDENTIFIED MARKER SIGN
[Symbol]	GAS MANHOLE	[Symbol]	UNIDENTIFIED MANHOLE
[Symbol]	GAS MARKER FLAG	[Symbol]	UNIDENTIFIED MARKER FLAG
[Symbol]	GAS SIGN	[Symbol]	UNIDENTIFIED MARKER SIGN
[Symbol]	GAS TANK	[Symbol]	UNIDENTIFIED POLE
[Symbol]	GAS VAULT	[Symbol]	UNIDENTIFIED VAULT
[Symbol]	TELEPHONE BOX	[Symbol]	UNIDENTIFIED VALVE
[Symbol]	TELEPHONE HANDHOLE	[Symbol]	TREE
[Symbol]	TELEPHONE MARKER	[Symbol]	WATER BOX
[Symbol]	TELEPHONE MARKER SIGN	[Symbol]	FIRE DEPT. CONNECTION
[Symbol]	TELEPHONE VAULT	[Symbol]	FIRE HYDRANT
[Symbol]	PIPELINE MARKER SIGN	[Symbol]	WATER HAND HOLE
[Symbol]	ELECTRIC BOX	[Symbol]	WATER METER
[Symbol]	FLOODLIGHT	[Symbol]	WATER MANHOLE
[Symbol]	GUY ANCHOR	[Symbol]	WATER MARKER FLAG
[Symbol]	GUY ANCHOR POLE	[Symbol]	WATER MARKER SIGN
[Symbol]	ELECTRIC HANDHOLE	[Symbol]	WATER VAULT
[Symbol]	LIGHT STANDARD	[Symbol]	WATER VALVE
[Symbol]	ELECTRIC METER	[Symbol]	WATER WELL
[Symbol]	ELECTRIC MANHOLE	[Symbol]	IRISC 3/8" IRON ROD W/ "KAZ" CAP SET
[Symbol]	ELECTRIC MARKER FLAG	[Symbol]	IRISC IRON ROD WITH CAP FOUND
[Symbol]	ELECTRIC MARKER SIGN	[Symbol]	MNS MAG NAIL SET
[Symbol]	UTILITY POLE	[Symbol]	MNE MAG NAIL FOUND
[Symbol]	ELECTRIC TRANSFORMER	[Symbol]	RPF IRON ROD FOUND
[Symbol]	ELECTRIC VAULT	[Symbol]	IPF IRON PIPE FOUND
[Symbol]	IMMOCAPPED PARKING SIGN	[Symbol]	ADF ALUMINUM DISK FOUND
[Symbol]	MARQUEE/BILLBOARD	[Symbol]	BDF BRASS DISK FOUND
[Symbol]	BOLE LOCATION	[Symbol]	XC "X" CUT IN CONCRETE SET
[Symbol]	FLAG POLE	[Symbol]	XP "X" CUT IN CONCRETE FOUND
[Symbol]	GREASE TRAP	[Symbol]	Y.O.B. POINT OF BEGINNING
[Symbol]		[Symbol]	F.A.U.E. FIRE LANE, ACCESS AND UTILITY EASEMENT

LINE TYPE LEGEND	
[Line Style]	BOUNDARY LINE
[Line Style]	ADJACENT PROPERTY LINE
[Line Style]	EASEMENT PROPERTY LINE
[Line Style]	BUILDING LINE
[Line Style]	WATER LINE
[Line Style]	SANITARY SEWER LINE
[Line Style]	STORM SEWER LINE
[Line Style]	UNDERGROUND GAS LINE
[Line Style]	OVERHEAD UTILITY LINE
[Line Style]	UNDERGROUND ELECTRIC LINE
[Line Style]	UNDERGROUND TELEPHONE LINE
[Line Style]	FENCE
[Line Style]	ASPHALT PAVEMENT

APPROVED FOR PREPARATION OF FINAL PLAT

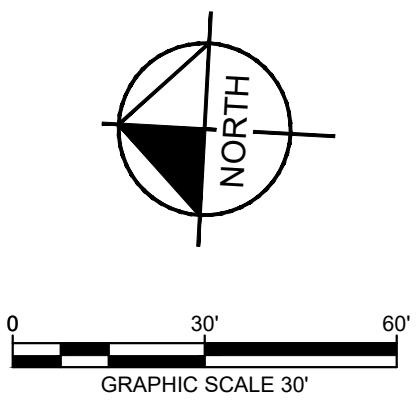
CITY OF SANGER, TX
 PLANNING & ZONING COMMISSION

PRELIMINARY PLAT
DUNCAN RETAIL
LOTS 1-5, BLOCK 1
HENRY TIERWESTER SURVEY
ABSTRACT NO. 1241
5.770 ACRES
CITY OF SANGER
DENTON COUNTY, TEXAS

Kimley»Horn

801 Cherry Street, Unit 11, # 1300
 Fort Worth, Texas 76102
 FIRM # 10194040
 Tel. No. (817) 335-6511
 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 40'	DMD	JDW	12/11/2023	061290080	1 OF 1



LEGEND

	PROPOSED STORM LINE
	EXISTING STORM LINE
	PROPOSED CURB INLET
	PROPOSED GRATE INLET
	PROPOSED JUNCTION BOX OR WYE INLET
	PROPOSED HEADWALL

*REFERENCE STRUCTURE LABELS FOR DETAILS

Kimley»Horn
 601 CHERRY ST. SUITE 1300, UNIT 11,
 PHOENIX, ARIZONA 85004
 PHONE: 817-335-6511 FAX: 817-335-5070
 TEXAS REGISTERED
 ENGINEERING FIRM F-528

PRELIMINARY
 FOR REVIEW ONLY
 Not for construction or permit purposes.
Kimley»Horn
 Engineer: CHRISTOPHER TAUBE, P.E.
 P.E. No. 148965 Date

KHA PROJECT	061290080
DATE	DEC 2023
SCALE	AS SHOWN
DESIGNED BY	CAT
DRAWN BY	CAT
CHECKED BY	JDA

RETAIL INFRASTRUCTURE
 SANGER, TEXAS



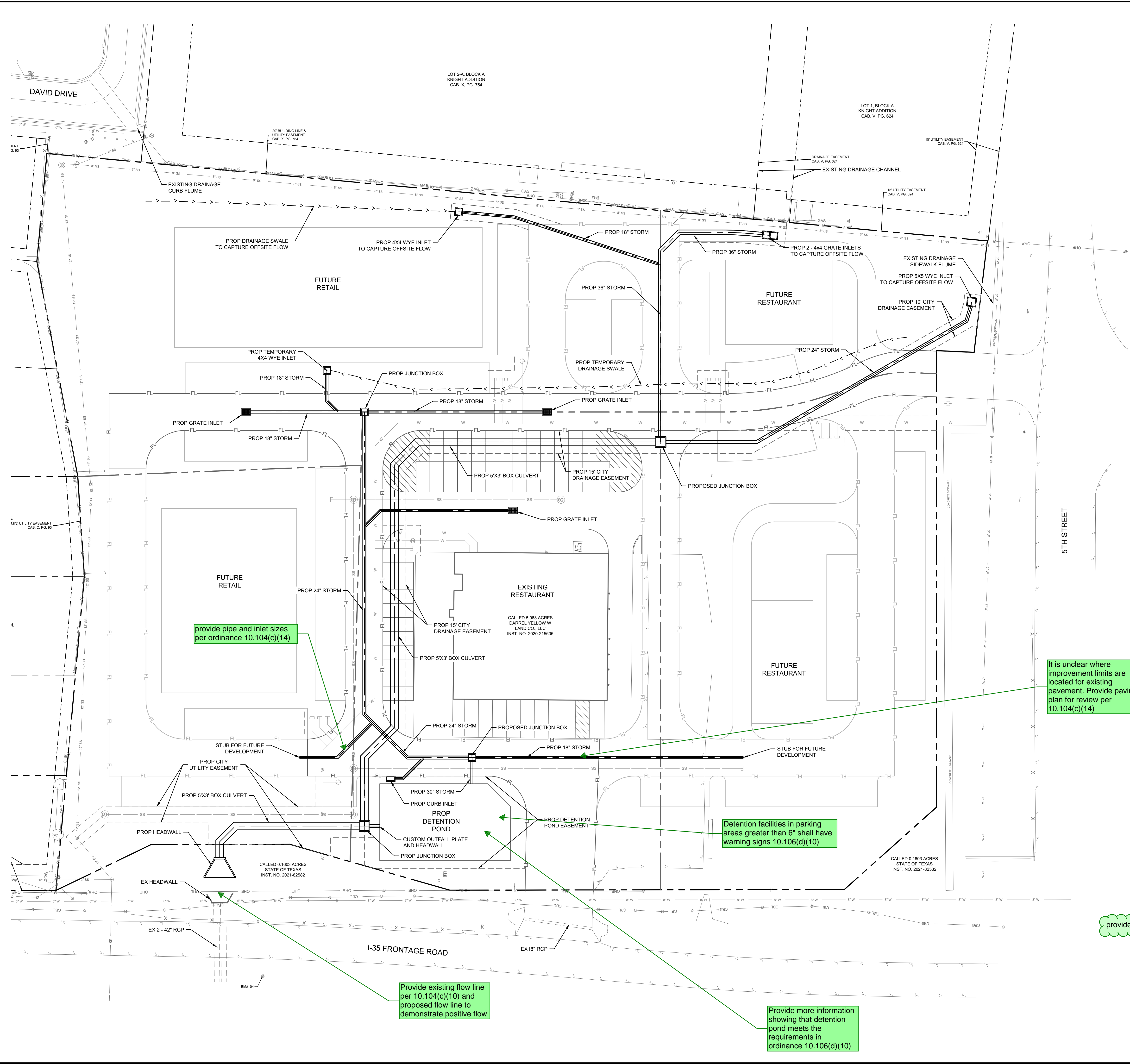
Know what's below.
 Call before you dig.

BENCH MARK LIST

The bearing system for this survey is based on the Texas Coordinate System of 1983, North Central Zone 4202 based on observations made on October 3, 2022 with an applied combined scale factor of 1.00015063.

BM#102 MAG NAIL WITH SHINER STAMPED "YP CONTROL POINT" SET IN CONCRETE ON THE NORTH WEST CORNER OF AN ELECTRIC VAULT ON THE SOUTH SIDE OF THE BRIDGE FOR KEATON ROAD ON THE EAST SIDE OF I-35, 12'± NORTH OF A LIGHT POLE, AND 16'± NORTHWEST OF A STOP SIGN.
 ELEV: 675.82

BM#104 1/2-INCH IRON ROD SET ON THE EAST SIDE OF I-35, 22'± WEST OF THE CENTERLINE OF I-35 FRONTAGE ROAD, AND 53'± SOUTHWEST OF A BOX CULVERT DRAINAGE STRUCTURE.
 ELEV: 672.05



provide landscaping plan meeting requirements outlined in the Zoning ordinance - Section 48.51

Not enough information is provided to verify adequate drainage. Provide proposed drainage area maps/calculation, inlet calculations and hydraulic calculations, plan and profiles, etc

provide pipe and inlet sizes per ordinance 10.104(c)(14)

It is unclear where improvement limits are located for existing pavement. Provide paving plan for review per 10.104(c)(14)

Detention facilities in parking areas greater than 6" shall have warning signs 10.106(d)(10)

provide pond maintenance agreement

Provide existing flow line per 10.104(c)(10) and proposed flow line to demonstrate positive flow

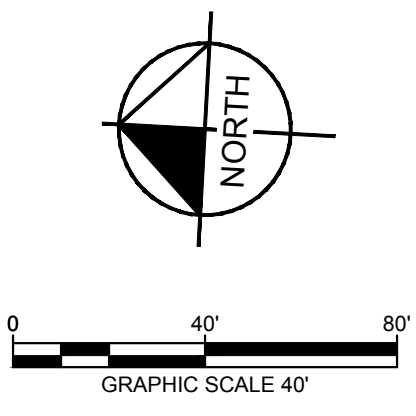
Provide more information showing that detention pond meets the requirements in ordinance 10.106(d)(10)

Kimley-Horn
 12/20/2023 10:00 AM
 KATHY CHAMBERS
 PROJECT: RETAIL INFRASTRUCTURE, I-35

This document, together with the concepts and design presented herein, is intended only for the specific purpose and client for which it was prepared. Release and improper reliance on this document without written authorization and indemnification by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

SANGER COUNTY, TEXAS
 PROJECT NO. 22-0003
 SHEET NO. 11 OF 11
 DATE: 12/20/2023 10:28 AM
 DRAWN BY: KATIE CHAVARRA
 CHECKED BY: JAMES HORN

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LEGEND

	AREA DESIGNATOR (C FACTOR) AREA IN ACRES Q100 FLOW IN CFS
	PROPERTY LINE
	DRAINAGE DIVIDE
	FLOW DIRECTION
	PROPOSED 1-FOOT CONTOUR
	EXISTING 1-FOOT CONTOUR

Provide existing and proposed drainage area calculations per 10.106(d)(2)



Know what's below.
Call before you dig.

BENCH MARK LIST

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ELEV: 672.05

Item 6.	DATE
B	
NO.	REVISIONS

Kimley-Horn

601 CHERRY ST., SUITE 1300, UNIT 11,
SANGER, TEXAS 76788
PHONE: 817-335-6811, FAX: 817-335-6070
TEXAS REGISTERED
ENGINEERING FIRM F-328

PRELIMINARY

FOR REVIEW ONLY
Not for construction or permit purposes.

Kimley-Horn

Engineer: CHRISTOPHER TAUBE, P.E.
P.E. No. 148965 Date

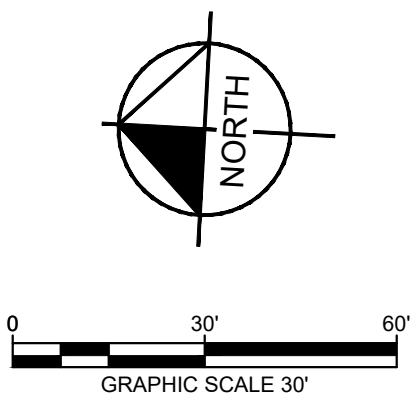
KHA PROJECT	081290080
DATE	DEC 2023
SCALE	AS SHOWN
DESIGNED BY	CAT
DRAWN BY	CAT
CHECKED BY	JDA

RETAIL
INFRASTRUCTURE



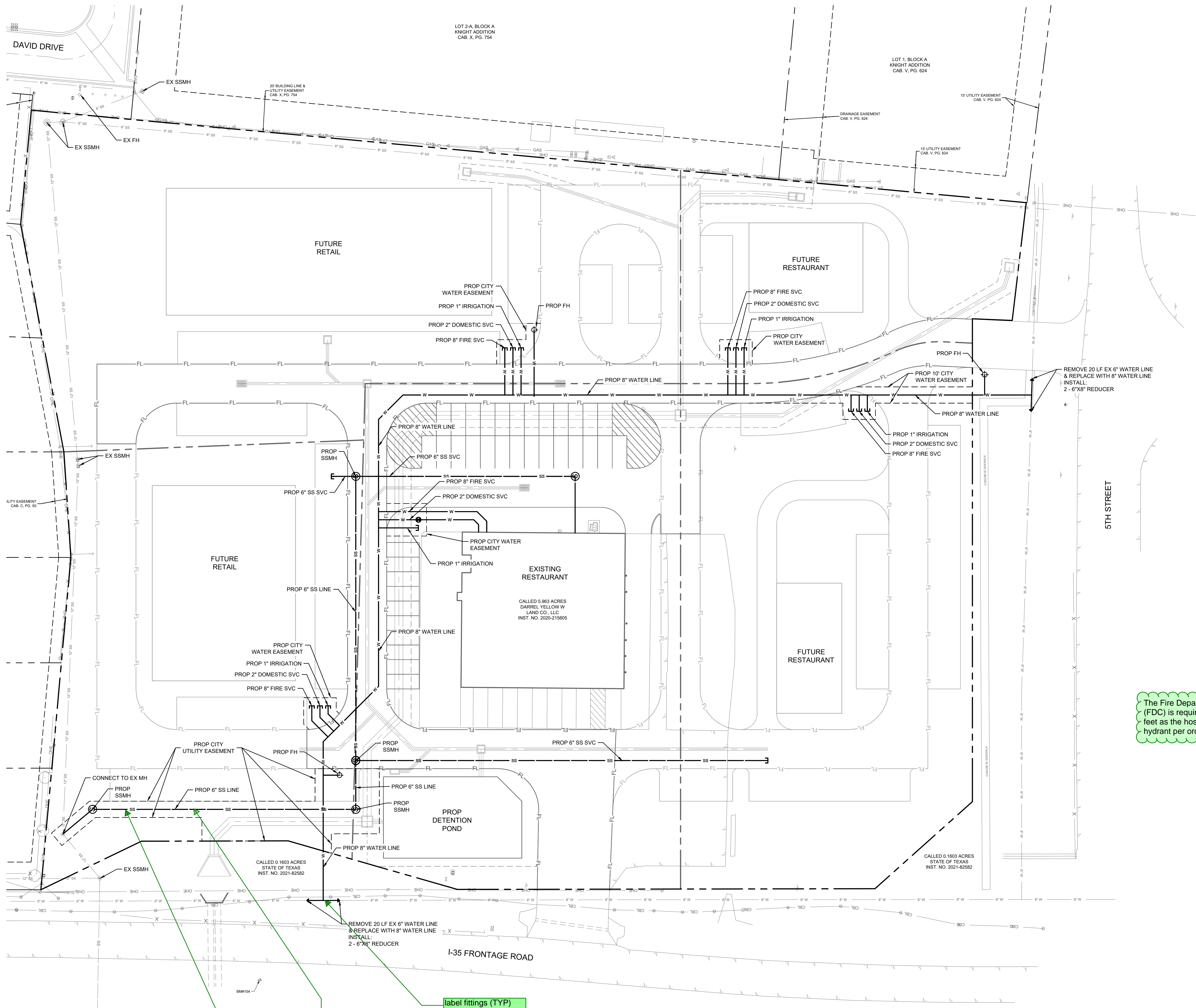
PRELIMINARY
EXISTING DRAINAGE
AREA MAP

SHEET NUMBER
PEXDM-11



LEGEND

SS	PROPOSED SANITARY SEWER LINE
W	PROPOSED WATER LINE
SS	EXISTING SANITARY SEWER LINE
W	EXISTING WATER LINE
FH	PROPOSED FIRE HYDRANT
FDC	PROPOSED FIRE DEPARTMENT CONNECTION
WM	PROPOSED WATER METER (AND VAULT)
MH	PROPOSED SEWER MANHOLE
+	PROPOSED GATE VALVE



Kimley»Horn
 801 CHERRY ST. SUITE 1300, UNIT 11,
 PHOENIX, ARIZONA 85004
 PHONE: 817-335-5011 FAX: 817-335-5070
 TEXAS REGISTERED
 ENGINEERING FIRM F-328

PRELIMINARY
 FOR REVIEW ONLY
 Not for construction or permit purposes.
Kimley»Horn
 Engineer: CHRISTOPHER TAUBE, P.E.
 P.E. No. 149965 Date

KHA PROJECT	061290080
DATE	DEC 2023
SCALE	AS SHOWN
DESIGNED BY	CAT
DRAWN BY	CAT
CHECKED BY	JDA

**RETAIL
INFRASTRUCTURE**
 SANGER, TEXAS



Know what's below.
Call before you dig.

BENCH MARK LIST

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 ELEV: 672.05

The Fire Department Connection (FDC) is required to be within 50 feet as the hose lays, of a fire hydrant per ordinance 5.704

The minimum diameter of sewer mains shall be eight inches (8"). Six-inch (6") diameter sewer mains may be acceptable only for short distances (not to exceed 400 feet) per ordinance 10.106(f)(1)(A)

sewer profile required

label fittings (TYP)

Kimley»Horn
 801 CHERRY ST. SUITE 1300, UNIT 11,
 PHOENIX, ARIZONA 85004
 PHONE: 817-335-5011 FAX: 817-335-5070
 TEXAS REGISTERED ENGINEERING FIRM F-328

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CITY COUNCIL COMMUNICATION

DATE: February 5, 2024

FROM: Ramie Hammonds, Director of Development Services

AGENDA ITEM: Conduct a public hearing on a request for a variance from Chapter 10, Section 10.105 to allow a variance from the required right-of-way of 50 feet along Mesa Drive and to allow for a right-of-way of 40 feet to match the existing road for a property on the west side of Mesa Drive and located at 2010 Duck Creek Road.

SUMMARY:

- The property is zoned "SF-10" Single-family 10.
- The applicant is seeking a variance from the required 50-foot right-of-way and to allow for a right-of-way of 40-feet.
- The existing Mesa Drive currently has a 40-foot right-of-way the entire length of the street.
- The applicant is proposing to divide the current 1.01-acre lot into 4 lots.
- Staff mailed out 30 public hearing notices to owners of properties within 200 feet of the subject property and at the time of this meeting we received 1 response form that is opposed.

FISCAL INFORMATION:

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

RECOMMENDED MOTION OR ACTION:

- Staff recommends APPROVAL.

ATTACHMENTS:



Location Map

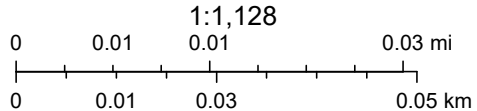
Denton CAD Web Map

Item 7.



12/1/2023, 9:59:43 AM

-  Parcels
-  Roads



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



Project Name: Farmers Market
 SUP Wood Street
 Project: 23SANZON-0050

 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: 10/29/2022 1:50:46 PM
 Doc Name: 23SANZON-0056_FarmersMarketSUP





CITY COUNCIL COMMUNICATION

DATE: February 5, 2024

FROM: Ramie Hammonds, Director of Development Services

AGENDA ITEM: Consideration and possible action on the Preliminary Plat of Duck Creek Ridge, being 1.010 acres, located in the City of Sanger, and generally located on the south side of Duck Creek Road at the intersection of Duck Creek Road and Mesa Drive

SUMMARY:

- The applicant is proposing to create 4 single-family lots from 1 unplatted tract.
- This site is located on the south side of Duck Creek Road.
- The applicant was granted a variance of 6 inches to the east side-yard setback from the Zoning Board of Adjustments for the existing house facing Duck Creek Road.
- The preliminary Plat contains an exception to the required 50-foot right-of-way along Mesa Drive and requested a 40-foot right-of-way to match the remainder of Mesa Drive.
- The property is zoned SF-10 and with the variance and exception requested meets all of the zoning requirements.
- There are two existing houses on the site.
- This development is located in the City of Sanger
- The property will be served by City of Sanger Water, Sewer and CoServ Electric.
- Planning & Zoning recommended approval of the plat as submitted with the condition all comments were satisfied prior to City Council approval.

FISCAL INFORMATION:

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

RECOMMENDED MOTION OR ACTION:

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

ATTACHMENTS:

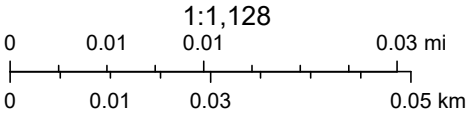
- Location Map
- Application
- Letter of Intent
- Preliminary Plat
- Planning Comments
- Engineering Comments

Denton CAD Web Map



12/1/2023, 9:59:43 AM

-  Parcels
-  Roads





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)

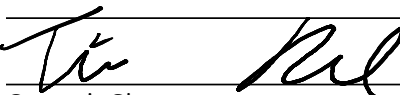
Name: Michael Black	Name: Tim Ball
Company: TRINITY LAND SURVEYING LLC	Company:
Address: 121 W Hickory ST. Ste 106	Address 2300 Wing Point Lane
City, State, Zip: Denton, Texas 76201	City, State, Zip: Plano, Texas 75093
Phone 940-293-3180	Phone: 214-690-9010
Fax:	Fax:
Email: mblack@trinity-surveying.com	Email: tim@networthdfw.com

Submittal Checklist

<input checked="" type="checkbox"/>	Pre-Application Conference (Date: <u>07 / 13 / 2023</u>)
<input type="checkbox"/>	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
<input checked="" type="checkbox"/>	Letter of Intent
<input 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)
<input type="checkbox"/>	Additional Required Documents/Traffic & Drainage Studies etc.
<input checked="" type="checkbox"/>	One (1) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development@sangertexas.org

Supporting Materials (List if provided): _____

R Number(s): 56630


Owner's Signature

11-15-23
Date


Applicant's Signature

11/15/23
Date

Office Use: Reviewed by Director of Development Services / /

November 10, 2023

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

Re: Duck Creek Ridge Preliminary Plat

Property Location: Southwest Corner of Duck Creek Road and Mesa Drive
Address: 2010 Duck Creek Road, Sanger, Texas

Letter of Intent

Ms. Hammonds,

On behalf of my client, Tim Ball, we respectfully submit this letter of intent for the attached Preliminary Plat for Duck Creek Ridge, a proposed 1.010 acre subdivision within the City of Sanger.

We appreciate your review of my client's variance request and any comments or input you may have. If you have any questions or require additional information, please contact me at (940) 293-3180 or by email at mblack@trinity-surveying.com.

Thank you,

Michael L. Black, RPLS #6854 (Tx) PLS #1982 (Ok)

Trinity Land Surveying LLC

Email: mblack@trinity-surveying.com

Phone: 940-293-3180

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS Ball & Ball Enterprises LLC, is the owner of the land shown on this plat within the area described by metes and bounds as follows:

BEING a tract of land situated in the H. Tierwester Survey, Abstract No. 1241, in the City of Sanger, Denton County, Texas and being all of a called 1.01 acre tract described in a General Warranty Deed to Ball & Ball Enterprises LLC, as recorded in Document No. 2023-60169 of the Official Records of said county, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in a concrete curb set at the intersection of the south right-of-way line of Duck Creek Road, a variable width right-of-way, with the west right-of-way line of Mesa Drive, a 40 feet-wide right-of-way, for the northeast corner of said 1.01 acre tract;

THENCE South 02°07'34" West, along the west right-of-way line of said Mesa Drive and the east line of said 1.01 acre tract, a distance of 220.00 feet to a 1/2 inch iron rod with a yellow cap, stamped "Trinity 6854", set for the northeast corner of a called 0.808 acre tract described in a General Warranty Deed to Scott Adrian Porter and wife, Ann Choate Porter, as recorded in Document No. 2006-81509 of the Official Public Records of said county;

THENCE North 87°52'26" West, leaving the west right-of-way line and along the north line of said 0.808 acre tract and the south line of said 1.01 acre tract, a distance of 200.00 feet to a 1/2 inch iron rod found on the east line of a called 12.70 acre tract described in a General Warranty Deed to Dostdar Ali, as recorded in Document No. 2005-9742 of said Official Public Records, for the northwest corner of said 0.808 acre tract and the southwest corner of said 1.01 acre tract, from which a 1/2 inch iron rod found bears South 51°54' East, a distance of 0.8 feet;

THENCE North 02°07'34" East, along the east line of said 12.70 acre tract and the west line of said 1.01 acre tract, a distance of 200.00 feet to a 1/2 inch iron rod with a yellow cap, stamped "TRINITY 6854", set on the south right-of-way line of the aforementioned Duck Creek Road, for the northwest corner of said 1.01 acre tract;

THENCE South 87°52'26" East, along the south right-of-way line of said Duck Creek Road and the north line of said 1.01 acre tract, a distance of 200.00 feet to the POINT OF BEGINNING and containing 44,000 square Feet or 1.010 acres of land, more or less.

OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Ball & Ball Enterprises LLC, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein above described property as DUCK CREEK RIDGE, 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 _____, 2023.

By: Tim Ball

Signature Title: Owner

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Tim Ball, 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 purpose and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2023.

Notary Public, State of Texas

Printed Name My Commission Expires

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael L. Black, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the Extra Territorial Jurisdiction of the City of Sanger, Texas.

Michael L. Black
Registered Professional Land Surveyor No. 6854

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

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael L. Black, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

Notary Public, State of Texas

APPROVAL BLOCK

Approved for Preparation of Final Plat

City of Sanger, TX
Planning & Zoning Commission

Date

NOTICE:
Preliminary Plat for Review Purposes Only.

**PRELIMINARY PLAT
DUCK CREEK RIDGE
LOTS 1-4, BLOCK A**

4 RESIDENTIAL LOTS
0.059 OF AN ACRE RIGHT-OF-WAY DEDICATION

1.010 ACRES
OUT OF THE
H. TIERWESTER SURVEY, ABSTRACT NO. 1241,
CITY OF SANGER, DENTON COUNTY, TEXAS
NOVEMBER 2023



121 W. Hickory St., Ste. 106 Denton, Texas 76201 FIRM # 10194687 Tel. No. (940) 293-3180

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
-	MLB	TLS	11/10/2023	2023-040	2 OF 2

OWNER / APPLICANT:
Ball & Ball Enterprises LLC
2300 Wing Point Lane
Piano, Texas 75093
Ph: 214-690-9010
Email: tim@newworthdfw.com
Contact: Tim Ball

SURVEYOR:
Trinity Land Surveying, LLC
1222 Greenbriar St.
Denton, TX 76201
Ph: (940) 293-3180
Email: mblack@trinity-surveying.com
Contact: Michael Black, RPLS



DATE: 11/22/2023

1st REVIEW COMMENTS – Preliminary Plat (Duck Creek Ridge)

The request is for a Preliminary Plat of Duck Creek Ridge containing 4 lots, being approximately 1.01 acres in the H. TIERWESTER SURVEY, ABSTRACT NO 1241, prepared by Trinity Land Surveying, submitted on 11/15/2023. Below are the comments that should be addressed before City Council approval. Resubmit the revised plat along with a response letter addressing all comments.

Planning

Provide the following

1. Show location and dimension of all boundary lines (accurate in scale) with dimensions and bearing including lot lines, **building lines**, and City limits (if any).
2. Show location of existing fire hydrants.
3. Show location of proposed fire hydrants if any.
4. Show UPSP Postmaster approved location of mailboxes (if cluster boxes).
5. Show proposed building lines with square footage and proposed use.
6. Show proposed parking layout.
7. In table list lots with square footage, and associated lot widths at building line.
8. In table show square footage of total building footprint.

Informational Comments

1. The property is within the City of Sanger.
2. The Preliminary Plat will be scheduled for the Planning and Zoning (P&Z) Commission meeting on Monday, December 11, 2023, and the City Council meeting on Tuesday, January 2, 2024.



November 27, 2023
AVO 37449.004

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

Re: **Duck Creek Ridge Preliminary Plat -Review #1**

Dear Ms. Hammonds,

Halff Associates, Inc. was requested by the City of Sanger to review the Preliminary Plat for Duck Creek Ridge. The submittal was prepared by Trinity Land Surveying, LLC and was dated November 10, 2023.

We have completed our review and offer the following comments:

Preliminary Plat Comments

1. Please address comments on attached markups and provide annotated responses on markups. Please note, not all comments are written on letter since some comments are easier to show and explain on the markups. Please annotate markup with responses.
2. Provide a preliminary grading plan. Grading does not have to be highly detailed. However, it does need to demonstrate that proper drainage is feasible upon lot development with no adverse impacts to proposed lots or adjacent properties.
3. The point of beginning appears to originate at a set X cut into the concrete and not from a found monument. Verify and revise.
4. 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. per ordinance 10.104(c)(3)
5. Acreage does not match Denton County records.
6. It appears that the owner must apply to rezone the property to a single residential district. Lot sizes do not meet the minimum 30,000 square foot area for an agricultural district per ordinance 8.32.
7. Surveyors note do not accurately describe zoning or number of lots.
8. 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. Per Ordinance 10.104(c)(10)(C).
9. Follow Surveyor's Certification format outlined in ordinance 10.104(d)(10)(V).

Ms. Ramie Hammonds
July 14, 2023
Page 2 of 2

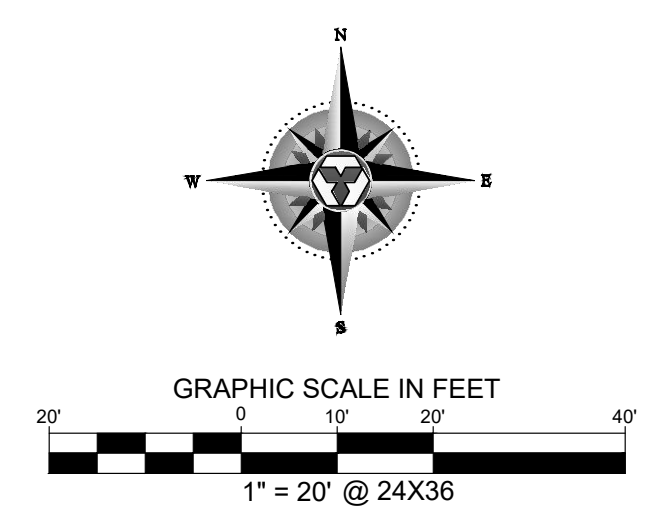
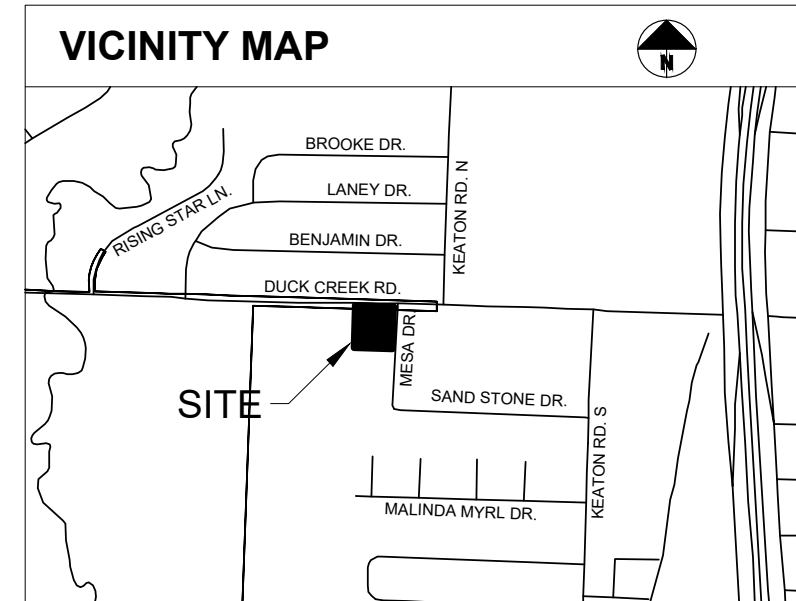
10. Provide closure report to verify subdivision boundary error of closure is within acceptable limits per ordinance 10.104(d)(10).

The surveyor shall revise the plat in accordance with the above comments and/or provide a written response that addresses each comment. If you have any questions or need additional information, please do not hesitate to call me at (214) 937-3928.

Sincerely,



Jamie Akomer, PE, PMP
HALFF ASSOCIATES, INC.
Firm No. 0312
Attachments: Plat markups



LEGEND

□ CABLE TV BOX	● BORE LOCATION
□ CABLE TV VAULT	● FLAG POLE
□ COMMUNICATIONS BOX	● GREASE TRAP
□ COMMUNICATIONS MANHOLE	● IRRIGATION VALVE
□ COMMUNICATIONS VAULT	● MAIL BOX
● BENCHMARK	● SANITARY SEWER CLEAN OUT
□ FIBER OPTIC BOX	● SANITARY SEWER METER
□ FIBER OPTIC MANHOLE	● SANITARY SEWER MANHOLE
□ FIBER OPTIC VAULT	● SANITARY SEWER SEPTIC TANK
● GAS BOX	● STORM SEWER BOX
● GAS METER	● STORM SEWER MANHOLE
● GAS MANHOLE	● STORM SEWER VAULT
● GAS TANK	● TRAFFIC SIGNAL
● GAS VALVE	● TRAFFIC SIGNAL SIGNAL
□ TELEPHONE BOX	● TRAFFIC SIGNAL
□ TELEPHONE MANHOLE	● TRAFFIC VAULT
□ TELEPHONE VAULT	● TRAFFIC SIGNAL
● PIPELINE METER	● TRAFFIC VAULT
● PIPELINE VALVE	● FIRE HYDRANT
● ELECTRIC BOX	● WATER METER
● GUY ANCHOR	● WATER MANHOLE
● LIGHT STANDARD	● WATER VALVE
● ELECTRIC METER	● WATER WELL
● ELECTRIC MANHOLE	● (X-X) RECORD DIMENSION
● UTILITY POLE	● CIRC 12" IRON ROD W/ "TRINITY 6854"
● ELECTRIC TRANSFORMER	● CIP SET
● ELECTRIC VAULT	● CIRC IRON ROD WITH CAP FOUND
● HANDICAPPED PARKING	● PKNS PKNAL SET
● PARKING METER	● IRON ROD FOUND
● SIGN	● 72" CUT IN CONCRETE SET
● MARQUEE/BILLBOARD	● P.O.B. POINT OF BEGINNING
● AC UNIT	

LINE TYPE LEGEND

—	BOUNDARY LINE
---	EASEMENT LINE
---	BUILDING LINE
---	OVERHEAD UTILITY LINE
---	WIRE FENCE
---	WOOD FENCE
---	METAL FENCE
---	CONCRETE PAVEMENT
---	ASPHALT PAVEMENT

SURVEYOR'S NOTES:

- The grid bearings and coordinates shown hereon are based on grid north of the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983(2011).
- Elevations are reference to the North American Vertical Datum of 1988 (NAVD88) (US feet) using the Smartnet RTK GPS Network (Geoid 12B).
- This property lies within the city limits of the City of Sanger, Texas.
- This plat does not alter or remove existing deed restrictions, if any, on this property.
- Water service to be provided by City of Sanger, P.O. Box 1729, Sanger, Tx. 76266, 940-458-2571
- Electric Service to be provided by: Sanger Electric Utilities, 202 Railroad Ave., Sanger, Tx. 76266, 940-458-2064.
- Sanitary sewer to be handled by facilities approved by the Denton County Public Health.
- This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
- Only above ground observable utilities were located. No underground utilities and/or subsurface improvements, if any, have been located.
- This survey has been prepared without the benefit of a current title report. The property shown hereon may be subject to various easements and/or "Rights of Others". This survey is subject to revisions as such a report may reveal.
- The surveyed property is zoned Single Family Residential District - 10 (SF-10).
- The purpose of this plat is to create 17 residential lots from a previously unplatted tract of land.

FLOOD STATEMENT:

According to Federal Emergency Management Agency's Flood Insurance Rate Map No. 48121C0205G, for Denton County, Texas and incorporated areas, dated April 18, 2011, this property is located within Zone X (unshaded) defined as "Areas determined to be outside the 0.2% annual chance floodplain".

If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

NOTICE:
Preliminary Plat for Review Purposes Only.

**PRELIMINARY PLAT
DUCK CREEK RIDGE
LOTS 1-4, BLOCK A**

4 RESIDENTIAL LOTS
0.059 OF AN ACRE RIGHT-OF-WAY DEDICATION

1.010 ACRES
OUT OF THE
H. TIERWESTER SURVEY, ABSTRACT NO. 1241,
CITY OF SANGER, DENTON COUNTY, TEXAS
NOVEMBER 2023

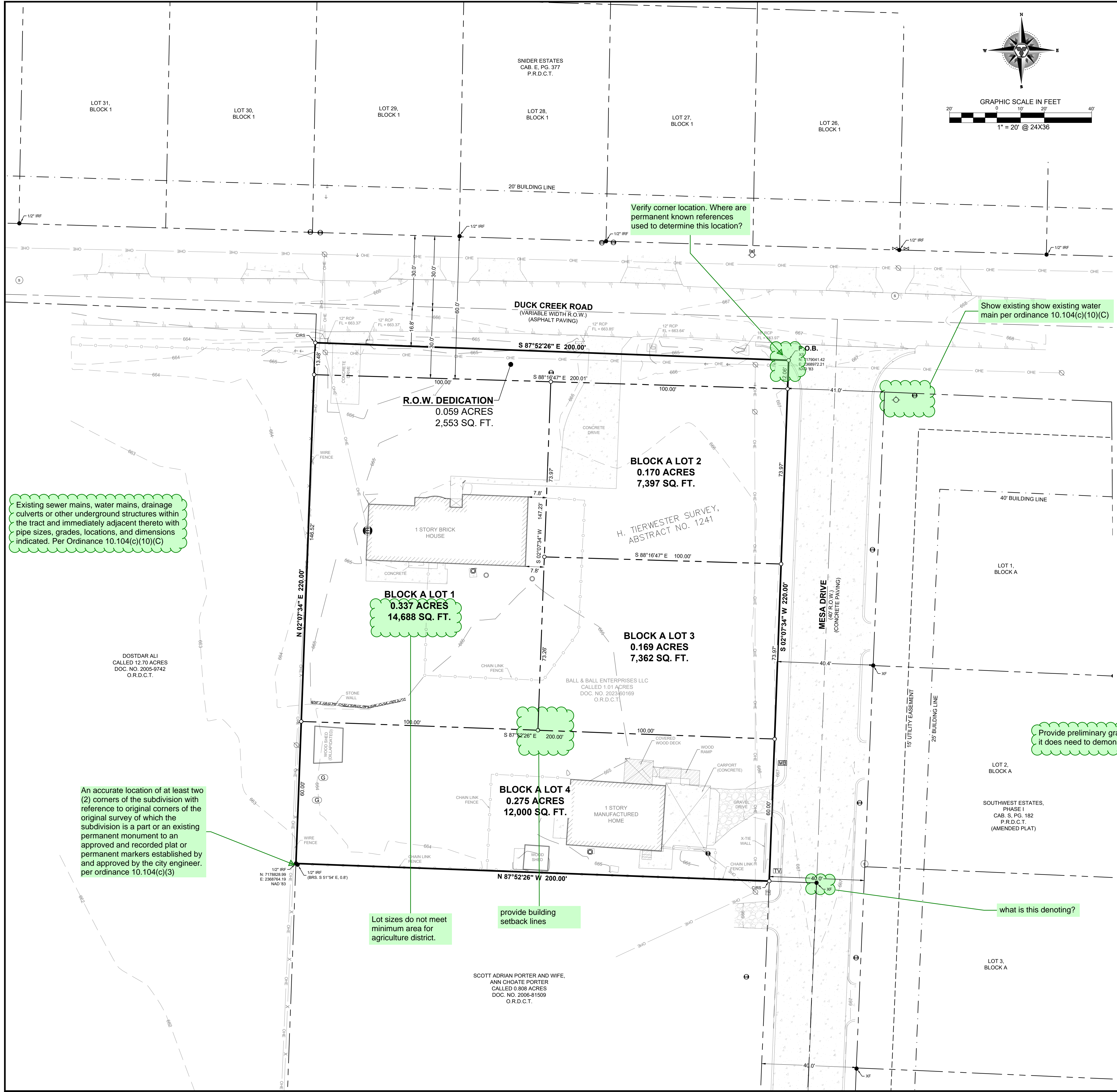


121 W. Hickory St., Ste. 106 Denton, Texas 76201 FIRM # 10194687 Tel. No. (940) 293-3180

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 20'	MLB	TLS	11/10/2023	2023-040	1 OF 2

OWNER / APPLICANT:
Ball & Ball Enterprises LLC
2300 Wing Point Lane
Piano, Texas 75093
Ph: 214-690-9010
Email: tim@networthdfw.com
Contact: Tim Ball

SURVEYOR:
Trinity Land Surveying, LLC
1222 Greenbriar St.
Denton, TX 76201
Ph: (940) 293-3180
Email: mlb@trinity-surveying.com
Contact: Michael Black, RPLS



Verify corner location. Where are permanent known references used to determine this location?

Show existing show existing water main per ordinance 10.104(c)(10)(C)

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. Per Ordinance 10.104(c)(10)(C)

R.O.W. DEDICATION
0.059 ACRES
2,553 SQ. FT.

BLOCK A LOT 2
0.170 ACRES
7,397 SQ. FT.

BLOCK A LOT 1
0.337 ACRES
14,688 SQ. FT.

BLOCK A LOT 3
0.169 ACRES
7,362 SQ. FT.

BLOCK A LOT 4
0.275 ACRES
12,000 SQ. FT.

Provide preliminary grading plan. Grading does not have to be highly detailed. However, it does need to demonstrate that proper drainage is feasible upon lot development.

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, per ordinance 10.104(c)(3)

Lot sizes do not meet minimum area for agriculture district.

provide building setback lines

Does not match Denton county CAD records

what is this denoting?

Follow format outlined in ordinance 10.104(d)(10)(V)

persons per ordinance 10.104(d)(10)(W)

OWNER'S CERTIFICATE

STATE OF TEXAS §

COUNTY OF DENTON §

WHEREAS Ball & Ball Enterprises LLC, is the owner of the land shown on this plat within the area described by metes and bounds as follows:

BEING a tract of land situated in the H. Tierwester Survey, Abstract No. 1241, in the City of Sanger, Denton County, Texas and being all of a called 1.01 acre tract described in a General Warranty Deed to Ball & Ball Enterprises LLC, as recorded in Document No. 2023-60169 of the Official Records of said county, and being more particularly described by metes and bounds as follows:

BEGINNING at an "X" cut in a concrete curb set at the intersection of the south right-of-way line of Duck Creek Road, a variable width right-of-way, with the west right-of-way line of Mesa Drive, a 40 feet-wide right-of-way, for the northeast corner of said 1.01 acre tract;

THENCE South 02°07'34" West, along the west right-of-way line of said Mesa Drive and the east line of said 1.01 acre tract, a distance of 220.00 feet to a 1/2 inch iron rod with a yellow cap, stamped "TRINITY 6854", set for the northeast corner of a called 0.808 acre tract described in a General Warranty Deed to Scott Adrian Porter and wife, Ann Choate Porter, as recorded in Document No. 2006-81509 of the Official Public Records of said county;

THENCE North 87°52'26" West, leaving the west right-of-way line and along the north line of said 0.808 acre tract and the south line of said 1.01 acre tract, a distance of 200.00 feet to a 1/2 inch iron rod found on the east line of a called 12.70 acre tract described in a General Warranty Deed to Dostdar Ali, as recorded in Document No. 2005-9742 of said Official Public Records, for the northwest corner of said 0.808 acre tract and the southwest corner of said 1.01 acre tract, from which a 1/2 inch iron rod found bears South 51°54' East, a distance of 0.8 feet;

THENCE North 02°07'34" East, along the east line of said 12.70 acre tract and the west line of said 1.01 acre tract, a distance of 200.00 feet to a 1/2 inch iron rod with a yellow cap, stamped "TRINITY 6854", set on the south right-of-way line of the aforementioned Duck Creek Road, for the northwest corner of said 1.01 acre tract;

THENCE South 87°52'26" East, along the south right-of-way line of said Duck Creek Road and the north line of said 1.01 acre tract, a distance of 200.00 feet to the POINT OF BEGINNING and containing 44,000 square Feet or 1.010 acres of land, more or less.

OWNER'S DEDICATION

STATE OF TEXAS §

COUNTY OF DENTON §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, Ball & Ball Enterprises LLC, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the herein above described property as DUCK CREEK RIDGE, 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 _____, 2023.

By: Tim Ball

Signature Title: Owner

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared Tim Ball, 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 purpose and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the _____ day of _____, 2023.

Notary Public, State of Texas

Printed Name My Commission Expires

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

That I, Michael L. Black, do hereby certify that I prepared this plat and the field notes made a part thereof from an actual and accurate survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the Subdivision regulations of the Extra Territorial Jurisdiction of the City of Sanger, Texas.

Michael L. Black Registered Professional Land Surveyor No. 6854

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

STATE OF TEXAS §

COUNTY OF DENTON §

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Michael L. Black, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

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

Notary Public, State of Texas

APPROVAL BLOCK

Approved for Preparation of Final Plat

City of Sanger, TX Date Planning & Zoning Commission

NOTICE: Preliminary Plat for Review Purposes Only.

PRELIMINARY PLAT DUCK CREEK RIDGE LOTS 1-4, BLOCK A

4 RESIDENTIAL LOTS 0.059 OF AN ACRE RIGHT-OF-WAY DEDICATION

1.010 ACRES OUT OF THE H. TIERWESTER SURVEY, ABSTRACT NO. 1241, CITY OF SANGER, DENTON COUNTY, TEXAS NOVEMBER 2023



121 W. Hickory St., Ste. 106 Denton, Texas 76201 FIRM # 10194687 Tel. No. (940) 293-3180



Table with 6 columns: Scale, Drawn by, Checked by, Date, Project No., Sheet No. Values: -, MLB, TLS, 11/10/2023, 2023-040, 2 OF 2

OWNER / APPLICANT: Ball & Ball Enterprises LLC 2300 Wing Point Lane Plano, Texas 75093 Ph: 214-490-9010 Email: tim@newworthdfw.com Contact: Tim Ball

SURVEYOR: Trinity Land Surveying, LLC 1222 Greenbriar St Denton, TX 76201 Ph: (940) 293-3180 Email: mblack@trinity-surveying.com Contact: Michael Black, RPLS



Project Name: Farmers Market
 SUP Wood Street
 Project: 23SANZON-0050

 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: 10/29/2022 1:50:46 PM
 Doc Name: 23SANZON-0056_FarmersMarketSUP



CITY OF SANGER, TEXAS

ORDINANCE No. 02-04-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, REGARDING A SPECIFIC USE PERMIT TO ALLOW A FARMERS MARKET AT THE CORNER OF SOUTH STEMMONS FRWY AND WOOD STREET, ON THE WEST END OF 8.17 ACRES OF LAND DESCRIBED AS A1241A TIERWESTER, TR 165; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, all requests for a Specific Use Permit (SUP) were duly filed with the City of Sanger, Texas, concerning the hereinafter described property; and

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

WHEREAS, the Planning and Zoning Commission on January 8, 2024, duly covered and conducted public hearing for the purpose of assessing a request for a Specific Use Permit (SUP), recommending approval for the hereinafter described property; and

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

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

SECTION 1. That a Specific Use Permit (SUP) to allow a Farmer’s Market on the west end of 8.17 acres of land zoned Business District 2 (B-2) use is hereby granted for the property described as A1241A TIERWESTER, TR 165 further described in **Exhibit A** with the following conditions:

1. The market will operate Saturday and Sunday the 1st and 3rd weekends of each month from mid-March to early December.
2. The Specific Use Permit (SUP) will expire one year from the date of approval.
3. Products offered at the market will comply with the state guidelines for farmer’s markets.

- 4. If the ownership of the farmer’s market changes, the new owner will re-apply for the Specific Use Permit (SUP).

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

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

SECTION 4. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

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

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 5th day of February, 2024.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

Exhibit A

Stephen Baker Field

Item 10.

Account

Property ID: 56592
Geographic ID: A1241A-000-0165-0000
Type: Real
Property Use Code: AA002
Property Use Description: EXEMPT - COMMON AREA - REFERENCE

Legal Description: A1241A TIERWESTER. TR 165,
8.17 ACRES, OLD DCAD SHT 3,
TR 1

Zoning:
Agent Code:

Location

Address: I35 & WOOD ST
SANGER. TX 76266
Neighborhood: Exemption 11.11 ISD Schools
Neighborhood CD: EX11.11ISD

Mapsco:
Map ID: SA03

Owner

Name: SANGER ISD
Mailing Address: 601 ELM ST
SANGER. TX 76266-9635

Owner ID: 68074
% Ownership: 100.0000000000%

Exemptions: EX-XV



201 Dallas Street/PO Box 12791 Sanger, TX 76266
 (817) 458-7059 (office) www.sangerid.net

ZONING CHANGE/SUP APPLICATION

Zoning Change Specific Use Permit

Applicant Name: <u>Amber Whitworth-Spigner</u>	Owner (if different from applicant) Name: _____
Company: <u>Downtown Sanger Farmers Market</u>	Company: <u>Sungu ISD</u>
Address: <u>PO Box 1258</u>	Address: <u>1001 Elm Street</u>
City, State, Zip: <u>Sanger, TX 76266</u>	City, State, Zip: <u>Sungu TX 76266</u>
Phone: <u>940-206-2707</u>	Phone: <u>(940) 458-7438</u>
Fax: <u>N/A</u>	Fax: _____
Email: <u>info@dsfarmersmarket.com</u>	Email: <u>leann.loyless@sangerid.net</u>

Submittal Checklist

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

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

Describe the subject property (lot/acre, location, size, etc.)
West end of 8.7 acres of land zoned business (B-2)
Stephen Baker Field

Describe the proposed zoning change or Specific Use Permit (SUP)
Special Use permit for a farmers market located
at Stephen Baker Field

Leann Loyless / Sungu ISD
 Owner Signature
Amber Whitworth-Spigner
 Applicant Signature

11-29-23
 Date
11-20-2023
 Date

Office Use

Fee	_____
Date	_____

G
 203 807
 500
 (940) 458-7059 (off)

SECTION 23
"B-2" BUSINESS DISTRICT - 2

General Purpose and Description: The "B-2" Business district is intended to provide a zoning category similar to the "B-1" District, except that additional uses are permitted which are not generally carried on completely within a building or structure, and an expanded range of service and repair uses is permitted.

23.1 Use Regulations: A building or premise shall be used only for the following purposes:

1. Any use permitted in the "B-1" Business District.
2. Building materials sales (no outside storage of lumber, materials or equipment).
3. Lithographic or print shop, retail only.
4. Newspaper or commercial printing.
5. Other uses as listed in [Section 30](#) of this ordinance.

The following specific uses shall be permitted in a B-2 District, when granted in accordance with [Section 31](#):

1. Uses as listed in [Section 30](#) of this ordinance.

23.2 Height Regulations: No building shall exceed one hundred (100) feet in height, except cooling towers, vent stacks or mechanical equipment rooms may project not more than twelve (12) feet beyond maximum building height.

23.3 Area Regulations:

1. Size of Yard
 - a. Front Yard: Minimum required setback shall be twenty (20) feet. Accessory uses must be set back a minimum of sixty (60) feet.
 - b. Side Yard: Adjacent to a street, twenty-five (25) feet; minimum required--ten (10) feet.
 - c. Rear Yard: The minimum rear yard setback shall be twenty (20) feet for any building, or structure. When an alley is not required, a solid masonry or wood wall of a minimum height of six (6) feet shall be constructed adjacent to the rear property line to provide a barrier between the adjoining use.
 - d. Special Side or Rear Yard Requirement: When a nonresidentially zoned lot or tract abuts upon a zoning district boundary line dividing the lot or tract from a residentially zoned lot or tract, a minimum side yard of twenty (20) feet shall be provided for on the nonresidential property. A solid masonry or wood wall having a minimum height of six (6) feet above the average grade of the residential property shall be constructed adjacent to the common side (or rear) property line.
2. Size of Lot:
 - a. Minimum Lot Area: None
 - b. Minimum Lot Width: None
 - c. Minimum Lot Depth: None
3. Lot Coverage: In no case shall more than fifty percent (50%) of the lot area be covered by buildings.

23.4 Parking Requirements: Off street parking requirements shall be provided in accordance with [Section](#) Item 10.



CITY COUNCIL COMMUNICATION

DATE: February 5, 2024

FROM: Tyson Cheek, Chief of Police

AGENDA ITEM: Consideration and possible action on Resolution 2024-01, authorizing the Sanger Police Department to pursue grant funding from the state in order to purchase new body worn cameras for the police department.

SUMMARY:

- The Sanger Police Department is currently operating Watchguard brand BWCs that are out of service life and warranty. Several of the BWCs are currently not working properly and getting them repaired is becoming more problematic and less cost efficient.
- The software for video review works for internal department needs, but it does not allow for digitally blocking identifying information of those in the video. This prevents us from releasing more recordings when requested or needed, and reduces transparency with the public. Modern software that comes with new systems allows this type of editing.
- Media storage is currently handled by an onsite physical server. Physical storage media is expensive to upgrade. This limits retention times and puts the media at risk of loss from equipment failure or fire.
- New BWC systems come with the purchase of cloud-based storage which is more secure and allows for better backup. Data sharing with other agencies including prosecutors can be accomplished through web links rather than having to download and physically transfer media, which is both safer and less time consuming.
- The Body Worn Camera Grant funds for these projects are authorized under the Texas General Appropriations Act, Article I, Rider 35 for Trusteed Programs within the Office of the Governor. Funds may be used for obtaining body-worn cameras, digital video storage, and retrieval systems or cloud-based services. Subscriptions and/or leasing services that fall within the 12-month performance period are eligible.
- Awarding of this grant requires a funding match of 25% by the agency accepting the grant. The last quote I received from Axon for Body Worn Cameras and all that comes with the system was \$102,195 for 19 BWCs. If costs are similar at the time of the new bid quote, it would require just under \$26,000 in matching funds from the city.
- This discussion item is being presented today because the grant application period ends February 8th, 2024, and is for the grant funding year 2025 which starts in October 2024.
- If the grant is awarded, this will commit the city to meeting the required match amount of 25% of the grant spending in the 2025 budget year.

FISCAL INFORMATION:

Budgeted: No Amount: GL Account:

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

Resolution

CITY OF SANGER, TEXAS

RESOLUTION NO. 2024-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, AUTHORIZING THE SANGER POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION TO THE BODY WORN CAMERA GRANT PROGRAM THROUGH NORTH TEXAS COUNCIL OF GOVERNMENTS AND THE CRIMINAL JUSTICE DIVISION OF THE TEXAS GOVERNORS OFFICE; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL OF SAID GRANT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger finds it in the best interest of the citizens of Sanger to submit an application for the Body Worn Camera Grant Program through the Criminal Justice Department of the Texas Governor's Office for the 2025 Fiscal Year; and

WHEREAS, City of Sanger agrees to provide any required matching funds for the said project as required by the Body Worn Camera Program Grant application; and

WHEREAS, The City of Sanger agrees that in the event of loss or misuse of the Office of the Governor's funds, The City of Sanger assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Sanger designates the City Manager or their designee as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; 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 of Sanger, Texas approves submission of the grant application for Body Worn Cameras and related equipment and services to the Office of the Governor, Criminal Justice Division.

SECTION 3. That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE 5TH DAY OF FEBRUARY 2024.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney



CITY COUNCIL COMMUNICATION

DATE: February 5, 2024

FROM: Tyson Cheek, Chief of Police

AGENDA ITEM: Consideration and possible on Resolution 2024-02, action authorizing the Sanger Police Department to pursue grant funding from the state in order to purchase new in-car cameras for the police department.

SUMMARY:

- The Sanger Police Department is currently operating Watchguard brand in-car cameras that are beyond their service life and warranty. Their data labeling capability is limited and we hope to be upgrading to new BWCs in the coming year, which will make the in-car cameras incompatible.
- The current software for video review works for internal department needs, but it does not allow for digitally blocking of identifying information of those in the video. This prevents us from releasing more recordings when requested or needed, and reduces transparency with the public. Modern software that comes with new systems, allows this type of editing.
- Media storage is currently handled by an onsite physical server. Physical storage media is expensive to upgrade. This limits retention times and puts the media at risk of loss from equipment failure or fire.
- New in-car camera systems come with the purchase of cloud-based storage which is more secure and allows for better backup. Data sharing with other agencies including prosecutors can be accomplished through web links rather than having to download and physically transfer media, which is both safer and less time consuming.
- Funds for these projects are authorized under authorized under 34 U.S.C. §10152 Edward Byrne Memorial Justice Assistance Grant Program (JAG). JAG funds are made available through a Congressional appropriation to the U.S. Department of Justice, Bureau of Justice Assistance but applied for through the NTCOG. This is a competitive grants and awarding of funds is not guaranteed.
- The last quote received from Axon for in-car cameras and all that comes with the system was just under 171,000 for 19 units. If awarded, the JAG grant does not require matching funds.
- This discussion item is being presented today because the grant application period ends February 8th, 2024, and is for the grant funding year 2025 which starts in October 2024.

FISCAL INFORMATION:

Budgeted: No Amount: GL Account:

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

Resolution

CITY OF SANGER, TEXAS

RESOLUTION NO. 2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, AUTHORIZING THE SANGER POLICE DEPARTMENT'S SUBMISSION OF AN APPLICATION TO THE NORTH TEXAS COUNCIL OF GOVERNMENTS AND THE CRIMINAL JUSTICE DIVISION OF THE TEXAS GOVERNORS OFFICE; FOR THE FUNDING OF IN-CAR VIDEO EQUIPMENT AND RELATED SERVICES; DESIGNATING THE CITY MANAGER AS THE AUTHORIZED OFFICIAL OF SAID GRANT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger finds it in the best interest of the citizens of Sanger to submit an application for the Edward Byrne Memorial Justice Assistance Grant Program (JAG) through the Criminal Justice Department of the Texas Governor's Office for the 2025 Fiscal Year; and

WHEREAS, City of Sanger agrees to provide any required matching funds for the said project as required by the Edward Byrne Memorial Justice Assistance Grant Program (JAG) application; and

WHEREAS, The City of Sanger agrees that in the event of loss or misuse of the Office of the Governor's funds, The City of Sanger assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The City of Sanger designates the City Manager or their designee as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; 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 of Sanger, Texas approves submission of the grant application for Body Worn Cameras and related equipment and services to the Office of the Governor, Criminal Justice Division.

SECTION 3. That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE 5TH DAY OF FEBRUARY 2024.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney



Chris Felan
Vice President
Rates & Regulatory Affairs

January 24, 2024

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 February 2024 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 black ink 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
February, 2024
PREPARED IN ACCORDANCE WITH
GAS UTILITIES DOCKET NO. 10170

Item 13.

Part (a) - Mid-Tex Commodity Costs

Line	(a)	(b)			
1	Estimated Gas Cost per Unit:	\$0.36915			
2	Estimated City Gate Deliveries:	216,157,090			
3	Estimated Gas Cost:	\$79,794,390			
4	Lost and Unaccounted For Gas %	2.5932%			
5	Estimated Lost and Unaccounted for Gas	\$2,069,228			
6	Total Estimated City Gate Gas Cost:	\$81,863,618			
7	Estimated Sales Volume:	255,825,380			
8	Estimated Gas Cost Factor - (EGCF)	0.32000			
9	Reconciliation Factor - (RF):	(0.00959)			
10	Taxes (TXS):	0.00000			
11	Adjustment - (ADJ):	0.00000			
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.31041	per Ccf	Btu Factor 0.1005	Per MMBtu \$3.0887
13	Customer Rate Relief - (CRR) (Non-Taxable)	0.11000	per Ccf	0.1005	\$1.0945

Part (b) - Pipeline Services Costs

Line	(a)	(b)	(c)	(d)	(e)
			Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service Rate T - Transportation ¹
	<u>Fixed Costs</u>				
14	Fixed Costs Allocation Factors [Set by GUD 10170]	100.0000%	64.3027%	30.5476%	5.1497%
15	a. Current Month Fixed Costs of Pipeline Services	\$52,724,270	33,903,129	16,105,999	2,715,142
16	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
17	Net Fixed Costs	\$52,724,270	\$33,903,129	\$16,105,999	\$2,715,142
	<u>Commodity Costs</u>				
18	a. Estimated Commodity Cost of Pipeline Services	\$3,410,991	2,090,969	1,029,090	290,932
19	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
20	Net Commodity Cost of Pipeline Services	\$3,410,991	\$2,090,969	\$1,029,090	\$290,932
21	Total Estimated Pipeline Costs (Line 16 + Line 19)	\$56,135,261	\$35,994,098	\$17,135,089	\$3,006,074
22	Estimated Billed Volumes		71,307,850 Ccf	46,416,210 Ccf	4,956,339 MMBtu
23	Pipeline Cost Factor (PCF) [Line 20 / Line 21] (Taxable)		0.50480 Ccf	0.36920 Ccf	\$0.6065 MMBtu
24	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)		0.31041 Ccf	0.31041 Ccf	\$3.0887 MMBtu
25	Customer Rate Relief - (CRR) (Non-Taxable)		0.11000 Ccf	0.11000 Ccf	\$1.0945 MMBtu
26	Rider GCR		0.92521 Ccf	0.78961 Ccf	Rate I - \$4.7897 MMBtu
27					Rate T - \$0.6065 MMBtu

¹ Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1005 is used to convert from Ccf.