

CITY COUNCIL

MEETING AGENDA

DECEMBER 05, 2022, 6:00 PM

CITY COUNCIL REGULAR MEETING

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



CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

DISCUSSION ITEMS

1. Discussion on New Juvenile Curfew Ordinance

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.

REPORTS

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

2. Construction update from DEC Engineering, Dannenbaum, regarding the IH-35 / FM 455 Expansion Project.
3. Presentation and overview of the Parks, Recreation and Facility Maintenance operations.

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.

- [4.](#) Consideration and possible action on the minutes from the November 14, 2022, work session.
- [5.](#) Consideration and possible action on the minutes from the November 21, 2022, meeting.
- [6.](#) Consideration and possible action on the 2022-2023 Interlocal Cooperation Agreement Ambulance Services between Denton County and the City of Sanger
- [7.](#) Consideration and possible action on the 2022-2023 Interlocal Cooperation Agreement Fire Protection Services between Denton County and the City of Sanger.
- [8.](#) Consideration and possible action on awarding a bid to Illumination Fireworks for fireworks display for the 2023 Freedom Fest in an amount not to exceed \$36,550, authorizing the City Manager to execute an agreement, and further authorizing fireworks display for the duration of the agreement.
- [9.](#) Consideration and possible action on a Interlocal Agreement for Library Services between Denton County and City of Sanger.

PUBLIC HEARING ITEMS

- [10.](#) Conduct a public hearing on a request for a Specific Use Permit (SUP) for Outside Sales and Display, on the west end of 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

- [11.](#) Consideration and possible action on Ordinance No. 12-31-22 regarding a request for a Specific Use Permit (SUP) for Outside Sales and Display, on the west end of 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.
- [12.](#) Consideration and possible action on a Final Plat of lots 1-30, Block A of Lonesome Dove Addition, 55.5 acres, located in the City of Sanger's ETJ, and generally located on the south west corner of Metz Road and Hoehn Road.

- [13.](#) Consideration and possible action on a Preliminary Plat of the Glenn Polk Addition, being 10.418 acres, located in the City of Sanger, and generally located on the west side of I-35 approximately 670 feet south of Belz Road.
- [14.](#) Consideration and possible action on a Preliminary Plat of lots 1-23 and lots 1X and 2X, Block A of Palomino Bay Addition, being 54.34 acres, located in the City of Sanger's ETJ, and generally located on the west side of Jones Road approximately 782 feet north of the intersection of FM 1190 and Jones Road.

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.

ADJOURN

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

CERTIFICATION

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on November 30, 2022, at 3:00 PM.

 /s/Kelly Edwards
Kelly Edwards, City Secretary

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



CITY COUNCIL COMMUNICATION

DATE: December 5, 2022

FROM: Waylan Rhodes, Chief of Police

AGENDA ITEM: Discussion on New Juvenile Curfew Ordinance

SUMMARY:

- Currently, there is no juvenile curfew ordinance in effect as it expired on August 20, 2021, due to missing the sunset clause.
- Workshop is to determine City Council's desire to adopt a new juvenile curfew ordinance
- Review the ordinance effects on the community and on problems the ordinance or order was intended to remedy
- Discussion on proposed new juvenile curfew ordinance

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

Proposed New Juvenile Curfew Ordinance Draft

CITY OF SANGER, TEXAS**ORDINANCE**

AN ORDINANCE OF THE CITY OF SANGER, TEXAS, READOPTING AND AMENDING CHAPTER 8, “OFFENSES AND NUISANCES” ARTICLE 8.600, SECTIONS 8.601 THROUGH 8.605, OF THE CODE OF ORDINANCES RELATING TO THE JUVENILE CURFEW; MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, it is the express purpose of this article to: (a) deter criminal conduct involving juveniles; (b) reduce the number of juvenile crime victims; (c) reduce injury from accidents involving juveniles; (d) reduce the additional time police officers are required to be in the field due to juvenile crime; (e) provide additional and more effective means and options for dealing with gang-related violence and crime; (f) reduce juvenile peer pressure to stay out late; (g) reduce juvenile peer pressure to participate in violent or criminal activities; and (h) assist parents in the control of their children; and

WHEREAS, the Chief of Police briefed the City Council regarding the Ordinance’s effects on the community and on problems the Ordinance was intended to remedy; and

WHEREAS, the City of Sanger City Council adopted Ordinance No. 08-23-18, on August 20, 2018, a Curfew for Minors, codified at Section 8.601-8.605 of the Code of Ordinances of the City of Sanger, Texas; and

WHEREAS, section 370.002 of the Texas Local Government Code requires the City Council, before the third anniversary of the date of adoption of the Juvenile Curfew Ordinance, and every third year thereafter, to review the Ordinance’s effects on the community and on problems the Ordinance was intended to remedy, to conduct public hearings on the need to continue the Ordinance, and to abolish, continue, or modify the Ordinance; and

WHEREAS, after conducting the public hearing required by Texas Local Government Code Section 370.002 TBD, the City Council found and determined that it would be in the best interest of the health, safety and welfare of the community to readopt and approve the amended juvenile ordinance as set forth herein; and

WHEREAS, the City Council has conducted public hearings on the need to continue the ordinance, and determined that it should be continued.

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

SECTION 2. That Article 8.600 of the Code of Ordinances, "Curfew for Minors" is amended, continued and readopted to read as follows:

8.601 Definition

Curfew hours means.

- (1) 11:00 p.m. on Sunday, Monday, Tuesday, Wednesday or Thursday until 6:00 a.m. of the following day; and
- (2) 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday.
- (3) 9:00 a.m. until 2:30 p.m. on any Monday, Tuesday, Wednesday, Thursday or Friday; provided, however, the hours defined in this paragraph (3) shall not be considered as:

Emergency. An unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life.

Establishment. Any privately-owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.

Guardian.

- (1) A person who, under court order, is the guardian of the person of a minor; or
- (2) A public or private agency with whom the minor has been placed by a court.

Minor. Any person under 17 years of age.

Operator. Any individual, firm, association, partnership, or corporation operating, managing, or conducting any establishment. The term includes members or partners of an association or partnership and the officers of a corporation.

Parent. A person who is:

- (1) A natural parent, adoptive parent, or stepparent of another person; or
- (2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.

Public Place. Any place in which the public or substantial group of the public has access and includes, but is not limited to, streets, highways, and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops.

Remain.

- (1) Linger or stay; or
- (2) Fail to leave premises when requested to do so by a police officer or the owner, operator, or other person in control of the premises.

Serious Bodily Injury. Bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

Sec. 8.602 Offenses

- (a) Any minor commits an offense if he/she remains in any public place or on the premises of any establishment within the city during curfew hours.
- (b) A parent or guardian of a minor commits an offense if he knowingly permits, or by insufficient control allows, the minor to remain in any public place or on the premises of any establishment within the city during curfew hours.
- (c) The owner, operator or any employee of an establishment commits an offense if he knowingly allows a minor to remain upon the premises of the establishment during curfew hours.

Sec. 8.603 Defenses

- (a) It is a defense to prosecution under Section 8.602 that the minor was:
 - (1) Accompanied by the minor's parent, guardian or adult spouse.
 - (2) On an errand at the direction of the minor's parent or guardian without any detour or stop.
 - (3) In a motor vehicle involved in interstate travel.
 - (4) Engaged in an employment activity, or going or returning home from an employment activity without any detour or stop.
 - (5) Involved in an emergency.
 - (6) On an errand made necessary by an illness, injury, or emergency;
 - (7) On the sidewalk abutting the minor's residence or abutting the residence of a next-door neighbor if the neighbor did not complain to the police department about the minor's presence.
 - (8) Attending an official school, religious or other recreational activity supervised by adults sponsored by the city, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from, without any detour or stop, an official school, religious or other recreational activity supervised by adults and sponsored by the city, a civic organization or another similar entity that takes responsibility for the minor.
 - (9) Exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the right of assembly.
 - (10) A minor who has had disabilities of minority removed in accordance with Chapter 31 of the Texas Family Code.

(b) It is a defense to prosecution under Section 8.602(c) that the owner, operator or employee of an establishment promptly notified the police department that a minor was present on the premises of the establishment during curfew hours and refused to leave.

Sec. 8.604 Enforcement

Before taking any enforcement action under this article, a police officer shall ask the apparent offender's age and reason for being in the public place. The officer shall not issue a citation or issue an arrest under this article unless the officer reasonably believes that an offense has occurred and that, based on any response and other circumstances, no defense in Section 8.603 is present.

Sec. 8.605 Penalties

(a) A person who violates a provision of this article is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted. Each offense upon conviction is punishable by a fine as set forth in the general penalty provision found in Section 1.109 of this code.

(b) When required by Section 51.08 of the Texas Family Code, as amended, the municipal court shall waive original jurisdiction over a minor who violates Section 8.602(a) of this article and shall refer the minor to juvenile court.

(Ordinance 08-23-18 adopted 8/20/18)

SECTION 3. That if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or its application to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect, for any reason, the validity of the remaining portions of Chapter 8, "Offenses And Nuisances" Article 8.600, Sections 8.601 through 8.605, of the Code Of Ordinances of the City of Sanger Code of Ordinances, and the remaining portions shall remain in full force and effect.

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. 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 TBD

ATTEST:

Kelly Edwards, City Secretary

APPROVED:

Thomas E. Muir, Mayor

APPROVED TO FORM:

Hugh Coleman, City Attorney



CITY COUNCIL COMMUNICATION

DATE: December 5, 2022

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the November 14, 2022, work session.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the November 14, 2022, work session.

ATTACHMENTS:

11-14-2022 City Council regular minutes

CITY COUNCIL

WORK SESSION MINUTES

NOVEMBER 14, 2022, 2:00 PM

CITY COUNCIL WORK SESSION

ELAN DENTON - 1501 NORTHSTAR ROAD, DENTON



CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the work session to order at 2:04 p.m.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

Councilmember, Place 1	Marissa Barrett
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STAFF MEMBERS PRESENT:

City Manager John Noblitt, Assistant City Manager Alina Ciocan, and Director of Development Services Ramie Hammonds.

DISCUSSION ITEMS

1. Tour of the Elan Denton, a multifamily development complex located at 5101 Northstar Road in Denton, Texas.

City Councilmembers and Staff toured the Elan development.

Discussion ensued regarding the aesthetics and economics of the development.

Councilmember Chick left the work session at 2:25 p.m.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 2:40 p.m.

Thomas E. Muir, Mayor

John Noblitt, City Manager



CITY COUNCIL COMMUNICATION

DATE: December 5, 2022

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the November 21, 2022, meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the November 21, 2022, meeting.

ATTACHMENTS:

11-22-2022 City Council regular minutes

CITY COUNCIL

MEETING MINUTES

NOVEMBER 21, 2022, 7:00 PM

CITY COUNCIL REGULAR MEETING

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



CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

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

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

Councilmember, Place 4 Allen Chick

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, and Chief of Police Waylan Rhodes.

INVOCATION AND PLEDGE

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

CITIZENS COMMENTS

No one addressed the Council.

CONSENT AGENDA

1. Consideration and possible action on the minutes from the November 7, 2022, meeting.

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

ACTION ITEMS

2. Consideration and possible action on a Professional Services Reimbursement Agreement with Rockhill Capital and Investments, LLC, and authorize the Mayor to execute said agreement.

City Manager Noblitt stated that Rockhill withdrew this item from the agenda.

FUTURE AGENDA ITEMS

No future agenda items.

INFORMATIONAL ITEMS

3. Atmos Energy Corporation - Quality of Service tariff 11/01/2022

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 7:02 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: December 5, 2022

FROM: Casey Welborn, Fire Marshal

AGENDA ITEM: Consideration and possible action on the 2022-2023 Interlocal Cooperation Agreement Ambulance Services between Denton County and the City of Sanger

SUMMARY:

- This will allow our city to get reimbursement for medical transports in the unincorporated county area of our fire district.
- This agreement we will respond to all emergency in our designated fire district with a ambulance.
- We receive a fixed sum based on population percentage .4677 per capita. This sum is 7549.99
- We received a fix sum of 249.7469 per ambulance transport for a estimated amount of 88,660.14. this is the sum for 355 transports made by agency in the fiscal year of 2022.
- We receive a fixed sum for rural miles. Based on the rural miles being 112.89 in agreed operating territory. The sum that we will receive is 84,219.60
- With these added together we come up with a total for ambulance coverage being 180,430.00

FISCAL INFORMATION:

Budgeted: yes

Amount: 180,430.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends approval of Interlocal Agreement with Denton County.

ATTACHMENTS:

2022-2023 Interlocal Cooperation Agreement Fire Protection Services

THE COUNTY OF DENTON

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**SANGER FIRE DEPARTMENT -
AMBULANCE SERVICES**

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2022, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the Sanger Fire Department (“the **AGENCY**”).

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

WHEREAS, the **AGENCY** is a non-profit agency, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the City of Sanger; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient emergency ambulance service; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I. **TERM**

The term of this Agreement shall be for the period beginning of October 1, 2022, and ending on September 30, 2023.

II. **DEFINITIONS**

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
 - 1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
 - 2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III. **SERVICES**

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Sanger in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in "Exhibit A," attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV. **PERFORMANCE OF SERVICES**

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

V. COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$180,430.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4677 per capita; said sum computes to \$7,549.99.
2. A fixed sum of \$249.7469 per ambulance transport for an estimated maximum amount of \$88,660.14. Said sum is based upon 355 transports made by the **AGENCY** in fiscal year 2022.
3. A fixed sum based on 112.89 rural miles in the agreed operating territory; said sum computes to \$84,219.60.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an “ambulance call” for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Requests for payment shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. Requests for payment shall be submitted within five (5) days of the performance of service by the **AGENCY**. Requests not timely submitted shall not be considered for payment. Requests for payment may be submitted by personal delivery, U.S. Mail, facsimile or computer telephone link to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI. FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII. GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV. LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV. SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent possible.

XVI. AUTHORITY

The undersigned officer or agents of the parties are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties.

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

AGENCY:

Sanger Fire Department
City of Sanger
P.O. Box 1729
Sanger, Texas 76266

By: _____
Andy Eads
Denton County Judge

By: _____
Name _____
Title _____

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor



CITY COUNCIL COMMUNICATION

DATE: December 5, 2022

FROM: Casey Welborn, Fire Marshal

AGENDA ITEM: Consideration and possible action on the 2022-2023 Interlocal Cooperation Agreement Fire Protection Services between Denton County and the City of Sanger.

SUMMARY:

- This is our agreement with the county to provide fire protection for our unincorporated county fire district that we are given to cover.
- This agreement we will respond to all emergency in our designated fire district that require a fire apparatus.
- 10,000 will be payable upon execution of this agreement
- Then they will pay 650.00 a call after that from October 1, 2022 through September 30 2022. They go off of the previous years call which was 333 fire calls. The total funding will be 216,450.00
- The 2 added together is the total funding for the year of 226,240.00

FISCAL INFORMATION:

Budgeted: yes

Amount: 226,240.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends approval of Interlocal Agreement with Denton County.

ATTACHMENTS:

2022-2023 Interlocal Cooperation Agreement Fire Protection Services

THE COUNTY OF DENTON

§
§
§
§

SANGER FIRE DEPARTMENT

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2022, is made and entered into by and between Denton County, Texas (“the **COUNTY**”) and the Sanger Fire Department (“the **AGENCY**”).

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

WHEREAS, the **AGENCY** is a non-profit agency, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Sanger; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2022, and ending September 30, 2023.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the City of Sanger in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in “Exhibit A,” attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as “*Sanger*” as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III. PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV. COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$650.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2022 to September 30, 2023. The **COUNTY** anticipates the **AGENCY** to run approximately **333** fire calls for a total funding of **\$216,450.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$226,450.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V. FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI. GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII. LAW OF CONTRACT

This Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. The venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV. SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV. AUTHORITY

The undersigned officer or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties.

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

Sanger Fire Department
P.O. Box 1729
Sanger, Texas 76266

By _____
Andy Eads
Denton County Judge

By _____
Name _____

ATTEST:

APPROVED AS TO CONTENT:

By: _____
Denton County Clerk

By: _____
Denton County Fire Marshal

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor



CITY COUNCIL COMMUNICATION

DATE: December 5, 2022

FROM: Donna Green, Director of Marketing and Civic Engagement

AGENDA ITEM: Consideration and possible action on awarding a bid to Illumination Fireworks for fireworks display for the 2023 Freedom Fest in an amount not to exceed \$36,550, authorizing the City Manager to execute an agreement, and further authorizing fireworks display for the duration of the agreement.

SUMMARY:

- Chapter 5, Section 304 of the City of Sanger Ordinance permits fireworks for celebrations/events at the discretion of the City Council.
- Staff is making preparations for the annual Freedom Festival to be held on July 1, 2023.
- On October 17th, 2022, City Council authorized staff to issue an RFP for fireworks display.
- Illumination Fireworks was the only respondent to the RFP. At submission some required documentation was missing. The documentation required has since been submitted.
- Staff is seeking approval to enter into a contract with Illumination Fireworks.
- Contract shall be for the term of one year. Either Party may extend the Initial Term for an additional period of two years by notifying the other Party in writing of its request to extend the term, such notice being sent at least sixty days prior to the end of the initial term.
- Staff is further asking City Council for approval to have fireworks display at Freedom Fest for the duration of the contract.

FISCAL INFORMATION:

Budgeted: Yes

Amount: \$36,550

GL Account: 31-5270

RECOMMENDED MOTION OR ACTION:

Staff recommends approval to move forward with the contract with Illumination Fireworks and approval to have fireworks display for Freedom Fest for the duration of the contract.

ATTACHMENTS:

- City Council Communication
- Agreement

AGREEMENT FOR FREEDOM FEST FIREWORKS DISPLAY

This Agreement for the Freedom Fest Fireworks Display (this "Agreement") is made and entered into by and between the **City of Sanger Texas**, a home-rule Texas Municipal Corporation ("the City") and **Illumination Fireworks LLC** ("Contractor"), located at 1605 Crescent Circle, Suite 200, Carrollton, Texas 75006 (collectively, "the Parties").

WITNESSETH

WHEREAS, the City seeks to celebrate the Declaration of Independence and the birth of the United States of America by having a fireworks display; and

WHEREAS, the City has received a proposal for services from Contractor to provide a fireworks display for Freedom Fest;

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

1. Scope of Services. Contractor shall undertake and complete the following services as more specifically described in RFP-2023-01 ("the RFP" i.e. the Freedom Fest Fireworks Display) issued by the City attached hereto and incorporated herein by reference as Exhibit A and Contractor's response ("the Proposal" i.e. the Freedom Fest City of Sanger 2023 Fireworks Proposal) attached hereto and incorporated herein by reference as Exhibit B. (Exhibit A & B collectively referred to as "the Services").

2. Commencement and Completion of Services. Contractor shall begin Services immediately upon receipt of a notice to proceed from the City.

3. Fees and Costs: The City is responsible for all fees and costs associated with the acquisition of state and local permits, police, fire and other appropriate protection necessary for proper crowd control, safety, and security during the event.

4. Music and Marketing: In the event music is played during the event, the City pursuant to ASCAP, BMI, and SESAC policy, is responsible for obtaining all music performance licenses, and all associated fees and costs thereto. Except when explicitly forbidden by City, Contractor reserves the right to use the production for promotional use, including but limited to the capturing of video and photographs at any time or place during the event.

5. Term. This Agreement shall be for the term of one year ("the Initial Term") beginning on the Effective Date entered below. Either Party may extend the Initial Term for an additional period of two (2) years by notifying the other Party in writing of its request to extend the term, such notice being sent at least sixty (60) days prior to the end of the Initial Term. The Party receiving the request for extension may reject the extension by notifying the requesting

Party in writing of its rejection of the requested extension, such notice being sent at least thirty (30) days prior to the end of the Initial Term.

6. Force Majeure: Contractor shall make every effort to fulfill its obligations under this contract. Contractor shall not be liable in the event of strike, lockout, act of God, accident, or other circumstances beyond its control.

7. Compensation. In consideration for the Services performed by Contractor, the City agrees to pay Contractor in the amounts and manner indicated on the document attached hereto herein as Exhibit "B."

8. Postponement: Contractor will strive to execute the display as planned. At the discretion of Contractor, the display may be postponed due to inclement weather or circumstances deemed to cause unnecessary risk to person or property. In the event of postponement, the City may reschedule the display to a mutually agreed upon alternate date within two (2) months of the original date. If the display is not rescheduled it shall be subject to cancellation. The City shall be responsible for the reasonably incurred, direct costs of executing the display on the alternate date. Direct costs may include transportation, labor, and permit fees, and shall not exceed 20% of contract amount plus applicable government fees. Subsequent postponements, if necessary, shall be subject to the same conditions.

9. Cancellation: Either Party may terminate this Agreement by providing thirty (30) days written notice to the other Party. If the City cancels the display less than thirty (30) days prior to the display date, the City shall pay Contractor 75% of the total contract amount plus incurred governmental fees. If the City cancels less than 14 days prior to display date the City is responsible for 100% of total contract. If the City elects not to reschedule a postponed display within two (2) months of the originally scheduled date, the City shall pay Contractor 100% of the total contract amount plus incurred governmental fees.

10. Workflow: Contractor shall provide qualified pyrotechnicians who will deliver, set-up, execute, and dismantle the fireworks display in adherence with NFPA 1123 as adopted by the State of Texas. The City shall allow sufficient time for Contractor to access and safely set up the display. Upon request by Contractor, City shall provide a means of transporting product and/or equipment to the shoot site if the terrain is not suitable for passage by truck. The City shall be responsible for working with the property owner to ensure that all sprinkler irrigation systems are disarmed to prevent damage to the display product and equipment. Following the display, Contractor shall remove all equipment including firing systems, mortar racks, and launching tubes. Fireworks may normally produce a reasonable amount of fallout debris, removal of fallout debris shall be the responsibility of the City.

11. Safety and Security: The City agrees to make best efforts to cooperate with

requests of Contractor regarding the safety and security of the display. In the event such a reasonable request is not resolved, Contractor reserves the right to withdraw all equipment, fireworks, employees, personnel, and other property without refund. For safety, the City acknowledges that no pyrotechnics or fireworks, except for those used in the display, including sparklers, shall be distributed ignited, or possessed at the event. The City shall be responsible for preventing unauthorized access to the shoot site during the set-up, firing, and dismantling of the display. Contractor reserves the right to stop the display if unauthorized persons enter the secured fallout area. Following the display, Contractor will conduct a search to locate and dispose of any unexploded fireworks. Should the City become aware of any hazards resulting from the display, including unexploded fireworks, Contractor shall be immediately notified.

12. Modifications: Contractor reserves the right to substitute pyrotechnic products, both in size and type, for those of an equal or higher value based upon product availability, display safety requirements, and overall show design.

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

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

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

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

16. Insurance. Contractor shall procure, at its own expense, insurance as described in the RFP and additional coverage sufficient to cover the Services being provided under this Agreement as determined by the City. Contractor shall provide the City with written notice of any coverage limit change on the insurance. Contractor shall provide the City with proof of insurance required hereunder. The City shall be named as an additional insured on the policy.

17. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements.

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

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

20. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable

clause or provision was never contained herein.

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

In case of the City, to:

City of Sanger
Attention: John Noblitt, City Manager
P.O. Box 1729
Sanger, TX 76266
With courtesy copy email to: jnoblitt@sangertexas.org

In case of Contractor, to:

Contractor Fireworks LLC
Liz Yankanich
1065 Crescent Circle, Suite 200
Carrollton, Texas 75006

With courtesy copy email to: liz@Contractorfireworks.com

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

23. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed

in duplicate originals and effective as of the 28 day of NOVEMBER, 2022

CONTRACTOR

By: Name: Jennifer BurnsTitle: President

THE CITY OF SANGER

By: _____

Name: _____

Title: _____

Approved as to Form

Hugh Coleman
City Attorney
City of Sanger

Attest:

By: City Secretary

EXHIBIT LIST:

EXHIBIT “A” – RFP-2023-01 Freedom Fest
Fireworks Display

EXHIBIT “B” – Freedom Fest City of Sanger
2023 Fireworks Proposal



ILLUMINATION

FIREWORKS - PYRO - SPECIAL FX

Exhibit A

City of Sanger

Saturday July 1st 2023

Freedom Fest

City of Sanger 2023 Fireworks Proposal

PROPOSAL CREATED

October 21, 2022

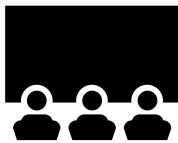
PROPOSAL VALID UNTIL

November 10, 2022



INDUSTRY-LEADING SAFETY RECORD

Our number one priority is the safety of everyone in attendance at your event. We will never consider firing an effect that may be unsafe in any way. We diligently follow all Federal, State, and Local laws and regulations. All of our technicians are experienced and receive training regularly, year-round.



PROPRIETARY TECHNICIAN TRAINING

Training is the backbone of creating a safe show environment for our crew, clients, and spectators. By using an in-depth training program that combines online learning, classroom teaching, follow-through testing and internal certifications, we know our staff is qualified and always in tune with best practices for safe show production.

\$5M

BEST-IN-CLASS INSURANCE COVERAGE

In addition to having one of the best safety records in our industry, we also provide the best insurance coverage. Our \$5,000,000 policy covers our operations with the ability to add the client and venue as additional insured for added benefit and protection.



FIREWORKS QUALITY



ILLUMINATION
FIREWORKS - PYRO - SPECIAL FX

Item 8.



QUALITY FIREWORKS

MEANS QUALITY DISPLAYS

Illumination Fireworks is proud to support a diverse mix of suppliers from various countries. Our show designers hand select fireworks specifically with the **brightest colors, unique effects, and consistent performance.** We take quality control as a serious matter, with ongoing testing and collaboration with our supplier partners around the globe.

We searched the
globe far and
wide for the best
fireworks
manufacturers,
giving the perfect
amount of variety
in our displays.

USA
CHINA
SPAIN
ENGLAND

CUSTOM EFFECTS MADE JUST FOR US AND FOR YOU

We work with suppliers to push the creative limits to ensure something new time and time again. Whether it's **new color combinations, rare firing patterns, or better overall variety,** we strive to create a memorable show by using the best effects available worldwide.



ONE-OF-A-KIND DISPLAYS CREATED WITH CUTTING EDGE 3D DESIGN

Armed with the latest 3D visual fireworks choreography software our design team creates displays that are not only unique, but complete works of art. With the ability to preview designs from any angle we craft spectacular displays for your entire audience. By incorporating realistic simulations for smoke, wind, water, and even 3D models such as buildings or stadiums we bring even the most complex design concepts to life.



PERFECT SYNCHRONIZATION AND CUSTOM SOUNDTRACKS

The right soundtrack can take your display to the next level. We specialize in crafting custom music soundtracks for any occasion. By incorporating your song selections and drawing on our vast experience we will create a soundtrack to perfectly pair with your fireworks display. On site we utilize the latest digital equipment to ensure perfect synchronization between the music and fireworks.



1/100TH OF A SECOND ACCURACY USING COMPUTER FIRING TECHNOLOGY

Fireworks and special effects can be performed utilizing a variety of firing methods. We invest in the latest digital firing equipment that can handle even the most complicated productions. Our computer firing systems are capable of synching fireworks and other effects to music with 1/100th of a second accuracy. By combining this precision with our wireless firing technology we're able to fire anything, anywhere, anytime.

OUR TEAM



ILLUMINATION
FIREWORKS - PYRO - SPECIAL FX

Item 8.

TEAMWORK MAKES THE SHOW WORK

Your show is our show. That's why Illumination Fireworks employs over 15 full time employees with dedicated roles to ensure the overall success of your display. Equipped with the best training, support, and resources, you can feel confident that you have multiple points of contact that can make certain your show goes off without a hitch.

DREW SCHOFFLER

SENIOR ACCOUNT MANAGER

Andrew.S@IlluminationFireworks.com

Office: 469-208-8557

With more than 5 years experience in the fireworks and special effects production world, Drew will be your primary contact and assist you with the day-to-day details of the display and event planning process.

LIZ YANKANICH

SALES AND MARKETING COORDINATOR

liz@illuminationfireworks.com

Office: 469-208-8542

Liz manages Illumination's social media presence provides supplementary support on larger productions. She has comprehensive knowledge of the fireworks industry and will be your additional contact.

BLAKE STOLTZ

DIRECTOR OF PYROTECHNICS

Blake@IlluminationFireworks.com

Office: 469-925-1003

Blake oversees all aspects of Illumination's pyrotechnic inventory and show design processes. He brings over 20 years of professional firework experience in product development, display design, and production.

TYLER WHEAT

OPERATIONS MANAGER

Tyler@IlluminationFireworks.com

Office: 314-971-7280

Tyler ensures the operational success of our events. Working hand in hand with Blake and overseeing his team of pyrotechnics professionals, he is a master at logistics planning and operational efficiency.

JENNIFER BURNS

PRESIDENT

Jennifer@IlluminationFireworks.com

Office: 214-731-7311

Jennifer over sees the day-to-day operations of the company. Jennifer brings over 20 years of experience in the event industry in planning and event production, Jennifer uses the latest in technology and trends to create exciting visual and sensory experiences that define her clients' vision/message.



AN ATTENTION-GRABBING OPENING SEGMENT

The opening sequence will be fast-paced and upbeat, creating excitement and making a clear statement that the show has begun! Utilizing volleys and special firing sequences, we create a unique start and set the pace for the display.

THE CUSTOM-CHOREOGRAPHED DISPLAY BODY

The body of the display will feature a roller coaster of hand-crafted, color-coordinated scenes. The sky will be layered both in width and height to create a thrilling fireworks tapestry for the audience. A full spectrum of colors will be employed along with a diverse selection of effects including comets, mines, peonies, chrysanthemums, brocade waterfall, strobe, and specialty pattern effects such as half & half shells and rings.

SPECIAL FEATURES

PANORAMIC DISPLAY

Instead of a traditional, single location show, fireworks will also be fired from multiple auxiliary locations, creating a "panoramic" view for the audience.

MULTI-LEVEL PRESENTATION

This display will feature multiple layers of fireworks with various heights and sizes. This utilizes the entire sky as our "canvas" and creates an engaging show.

CUSTOM MUSIC CHOREOGRAPHY

If music is desired, our design team will create a custom music soundtrack specifically for your audience. Common selections include a mix of patriotic classics and current hits to engage audience members of all ages.

AN OVER-THE-TOP GRAND FINALE

The Grand Finale is the most dynamic portion of any fireworks show. In this sequence we fire multiple effects simultaneously to really ramp up the excitement. By filling the sky with as many colors, effects, and noise as possible, we ensure that your audience will go home happy and have witnessed a memorable experience that they will talk about for years to come!



100% TURNKEY OPERATION

Our staff works tirelessly to ensure the display preparation and production process is seamless. Our goal is to make your job as easy as possible. The following items will be included with your display:

EXCEPTIONAL FIREWORKS

Custom, high quality and hand-picked fireworks selection

CONTINUOUSLY FIRED

Continuously fired display without pauses or 'dead air'

ALL LABOR

Licensed, experienced, lead and assistant technicians

5x INSURANCE COVERAGE

\$5,000,000 general liability coverage, DOT auto and TX workers compensation

ALL EQUIPMENT

All necessary equipment including state-of-the-art digital firing equipment

ALL TRANSPORTATION

Commercially licensed driver, complete compliance with DOT regulations

PERMITS & LICENSES

All necessary federal, state, local licenses and permits (*permit fees may apply*).

OPTION PRICING

\$36,550

— **TOTAL BUDGET**

WRITTEN ESTIMATE



Item 8.

ILLUMINATION

FIREWORKS - PYRO - SPECIAL FX

ESTIMATE

E-11006

07.01.23 City of Sanger [1.3G]

1605 Crescent Circle, Suite 200
Carrollton, TX 75006

Account Manager
Elizabeth Yankanich

Ship Date
7/1/2023 12:00 AM

Shipping Address
33.341568 -97.178133
Sanger, Tx 76266

Description	Price	Qty	Sub Total
20-22 Minute 1.3G Fireworks Display (shells up to 8")	\$36,500.00	1	\$36,500.00
Local Fire Department Permit/Standby Fees (Estimated)*	\$0.00	1	\$0.00
State Permit	\$50.00	1	\$50.00
Display Estimate Includes:			
\$5,000,000 (Five Million) General Liability & Auto Insurance			
Workers Compensation Insurance			
Federal ATF Explosives License, State & Local Permit Acquisition			
Computer Scripting/Choreography			
All Necessary Transportation			
All Necessary Equipment			
All Necessary Labor Including Experienced, Licensed Pyrotechnicians & Assistants			
100% Electronic Computer Firing			
Equipment Tear-down & Cleanup			
Total			\$36,550.00

Estimate Notes

*Local Fire Department/Cities tend to waive permitting and standby fees for city displays.

Show specifications are estimates only and may be substituted based at equal value based on final choreography.

DISPLAY SITE PLAN

07.01.2023 City of Sanger Freedom Fest- Site Plan

Display Address: 33.341568, -97.178133

Per Texas Occupational Code 2154.251: There is no school, hospital, church, asylum, or child care center within 600ft.





Per NFPA 1123: There is a maximum secured area of 800ft on all sides of the firing position for shells up to 8". Security is provided by the City of Sanger. There are no hazardous materials within 1,120ft.



AUDIENCE

Google

Map Legend

-  1.3G Firing Position (shells up to 8")
-  NFPA Fallout Area 560 ft
-  Illumination Fireworks Restricted Area 800 ft
-  Caution Tape/Barricades/Bike Racks



CITY OF SOUTHLAKE

CHALLENGE

Southlake Town Square is comprised of high-end retail shops and residential living. The City of Southlake needed a display that could be visible from all areas around, but the only display location is a parking garage.

WHAT WE DID

Illumination Fireworks created a display featuring shells 1.75" to 3" in size. This limited the fallout area, meaning the display would meet safety and security distance requirements in the Town Square and provide a highly visible, impactful, and entertaining display.



ILLUMINATION FIREWORKS NEVER CEASES TO AMAZE US AND OUR ATTENDEES. WE ALWAYS GET AMAZING FEEDBACK, PLUS THE PROFESSIONAL STAFF ARE GREAT TO COORDINATE WITH.

ASHLEY NEWHART
SPECIAL EVENTS COORDINATOR
CITY OF SOUTHLAKE

3" SHELLS

MAXIMUM
SHELL SIZE

22 MIN.

SHOW
DURATION



FOUR SEASONS RESORT

CHALLENGE

The Four Seasons Resort and Club at Las Colinas is a premier destination for golf and family activities in North Texas. Members expect a fireworks display that matches the atmosphere of the resort itself.

WHAT WE DID

Illumination Fireworks created a multi-level display featuring shells 1" to 2.5". The show is choreographed to music and multiple positions of low-level effects makes the show unique. The show is high intensity and features unique sequences of effects, ending with a very large finale.



OUR CUSTOMERS HAVE BEEN COMPLETELY BLOWN AWAY BY ILLUMINATION FIREWORKS' PERFORMANCE AND PRODUCT QUALITY. IT'S WHY WE KEEP RECOMMENDING THEM... ILLUMINATION FIREWORKS DOES IT THE VERY BEST!

VAIL TOLBERT
DIRECTOR OF PUBLIC RELATIONS
FOUR SEASONS RESORT AND CLUB

2.5" SHELLS

MAXIMUM
SHELL SIZE

15 MIN.

SHOW
DURATION



PANAMA

CHALLENGE

Illumination Fireworks was hired to provide choreography and show consulting services for this display in Panama City, Panama, celebrating the 500th anniversary of the discovery of the Pacific Ocean.

WHAT WE DID

We designed a multi-level aerial show with matching effects from each barge. The barges were loaded in the Panama Canal and then steered to their final spot. Wireless firing systems were used to synchronize both barges to music and fire from land, giving the operator complete control of the start of the display.



6" SHELLS

MAXIMUM
SHELL SIZE

15 MIN.

SHOW
DURATION

16

CREW
REQUIRED



REQUEST FOR PROPOSAL - Exhibit B

FREEDOM FEST FIREWORKS DISPLAY

RFP # RFP-2023-01

City of Sanger, Texas
502 Elm Street
Sanger TX 76266

**CITY OF SANGER, TEXAS REQUEST FOR PROPOSAL
FIREWORKS SHOW FOR FREEDOM FEST
SPECIFICATIONS AND GENERAL PROPOSAL REQUIREMENTS FOR THE
ANNUAL FREEDOM FEST FIREWORKS SHOW FOR THE CITY OF SANGER**

NOTICE TO RESPONDERS: The City of Sanger is accepting proposals to provide all related services, parts, permits, equipment, and labor required to do the annual fireworks show for Freedom Fest as stated in this REQUEST FOR PROPOSAL and posted on our website: www.sangertexas.org. The 2023 Freedom Fest Celebration will be held on Saturday, July 1, 2023, starting at approximately 9:30 PM.

Proposals marked **FIREWORKS: FREEDOM FEST** are to be submitted to:

Donna Green
City of Sanger, Director of Marketing
502 Elm Street
Sanger, TX 76266
(469) 559-5876

REQUEST FOR PROPOSAL DEADLINE: 11:00 AM, MONDAY, NOVEMBER 7TH 2022

All proposals received will be reviewed by City Staff. Opening date: Monday, November 7 at 2:00 P.M. The Staff's recommendation will be presented to the Sanger City Council for final approval.

Proposals should be clearly marked, "FIREWORKS: FREEDOM FEST". Any proposal received later than the specified time, whether delivered in person, by postal mail or emailed, shall be disqualified. Respondents are encouraged to hand deliver their proposals well ahead of opening time or follow up to confirm their proposals were received before the deadline.

The City of Sanger reserves the right to withdraw this REQUEST FOR PROPOSAL or to accept or reject any proposal submitted for any reason

The City may amend any aspect of this REQUEST FOR PROPOSAL by issuing a formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Bidders that have requested a bid packet or expressed interest in the project to the City. Failure of any potential Bidders to receive any Addendum shall not impose any obligation or liability on the City.

1) SCOPE OF WORK

- a. The 2023 Freedom Fest celebration will be held at the John Porter Sports Complex in Sanger, Texas on July 1, 2023.
- b. The term Fireworks within this Request for Proposal shall be defined as "Display Fireworks 1.3G, UN0335, as described by and for Display Fireworks by the ATF and NFPA." Only Display Fireworks shall be proposed for use in this REQUEST FOR PROPOSAL.
- c. This REQUEST FOR PROPOSAL is for one (1) year with two (2) one (1) year options to provide Display Fireworks for the Freedom Fest Celebration for years 2024 and 2025.
- d. The City of Sanger Freedom Fest Celebration Fireworks show launches from an area directly across the highway from John Porter Sports Complex. Access to the launch site is not paved. Winning proposals shall work with the City of Sanger Fire Department for access.
- e. The City of Sanger Freedom Fest Celebration Fireworks show launches from an area directly across the highway from John Porter Sports Complex. Access to the launch site is not paved. Winning proposals shall work with the City of Sanger Fire Department for access.
- f. The Bidder shall have all applicable permits and licenses from the State of Texas and ATF, including but not limited to, Class B Fireworks Singular and Site Inspection Certification. The cost of permits and licenses shall be included in the submitted proposal. Contractor shall also coordinate with the local Fire Marshall for permits, inspections, and other required documents. Contractor shall provide licensed technicians to program and produce the show
- g. Bidder's proposal shall provide a plan for designing, choreographing a soundtrack, and executing a fireworks display.
- h. The fireworks display should be a minimum of 20 minutes with a maximum of 22 minutes; and
- i. The show will start promptly at 9:30 PM and include (4) segments; and
 - a. Contain approximately 9-11 minutes of continual assorted shells with assorted colors and shapes with minimal gaps, a variety of effects synchronized to music; and
 - b. Provide a mini finale of approximately 45 seconds to 1 minute with a flurry of shells, and a variety of effects synchronized to music; and
 - c. Another approximate 9 - 11 minutes of continual assorted shells with assorted colors and shapes with minimal gaps, a variety of effects synchronized to music and;
 - d. A spectacular grand finale of 30 – 40 seconds of continual assorted shells, and a variety of effects synchronized to music.
 - e. All shells shall be aerial shells. The City of Sanger will not accept multi-shot cake barrages or low-level or ground effect proposals.
 - f. Shell size minimum is 3" and maximum shell size is 8". Proposals with shell sizes outside of this scope will not be considered.
 - g. Bidder's proposal shall provide a proposal for a detailed map of the locations of all firework launch zones and fall-out zones.
 - h. The Bidder's proposal shall state that it will or will not provide cell phone contact information to ensure communication before, during, and after the event.

2) EVALUATION CRITERIA:

Proposal responses will be graded on the following criteria:

- a) 80% - Total cost to provide services based on the Scope
- b) 20% - References

3) REQUEST FOR PROPOSAL RESPONSE FORMAT:

- a) Proposals must be received at the City of Sanger City Hall at or before 11:00 a.m. CST on November 7, 2022. Open date: Monday, November 7th at 2:00 PM. Each Proposal must be properly identified with the subject title and date and time due. Bidder submissions must include: one (1) original and three (3) copies of the proposal submitted BOTH in written, hard-copy format, and one (1) copy in electronic format on a USB drive (submissions need to be set up as one file on the USB, not multiple individual folders/files), and delivered in a sealed envelope
By FedEx, UPS, courier service, or hand delivery to:

City of Sanger
Donna Green
502 Elm Street
Sanger, TX 76266

- b) Bidder shall submit a list of at least three (3) references for which Bidder has provided like products or services.

4) TERMS

- a) Any contract awarded pursuant to this REQUEST FOR PROPOSAL may not be assigned.
- b) The City is tax-exempt under Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309.
- c) The contract documents shall include the REQUEST FOR PROPOSAL, the Bidder's Response, and any ensuing agreement. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the contract signed by the parties; then (2) the REQUEST FOR PROPOSAL; and then (3) the Response/Proposal. The contract shall control over any conflicting terms in this REQUEST FOR PROPOSAL or the Proposal.
- d) The City shall notify the Bidder of any contested invoice(s) in writing, and the City and Bidder shall mutually resolve such disputed invoice(s) within sixty (60) days of the Bidder's receipt of said notice of dispute.
- e) An inclement weather date will be held on a date mutually agreed upon by both parties. In the event that the City/County is under a burn ban at the scheduled event time, it is possible that the event will be rescheduled for a different time that is convenient for both parties.
- f) The term of this agreement shall be for one year, beginning on the date of the Notice to Proceed. This agreement may be extended for up to two (2) additional one (1) year periods, by the City giving Notice to Bidder sixty days after the respective yearly event.
- g) Termination for Cause:

The occurrence of any one or more of the following events will justify termination of the contract by the City of Sanger for cause:

- i) The Bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The Bidder disregards laws or regulations of any public body having jurisdiction; or
 - iii) The Bidder violates any of the provisions of these specifications; or
 - iv) If one or more of the events identified herein (1 through 3) occurs, the City of Sanger may terminate the contract by giving the successful Bidder seven (7) days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - v) When the contract has been so terminated by the City of Sanger, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- h) Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.
- i) All information submitted to the City may be subject to the Texas Public Information Act. Trade secrets and confidential information contained in a proposal may be subject to public inspection. Bidders who include information in a Proposal that they claim is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it "Trade Secret" or "Confidential" in the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Proposal in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as a trade secret or confidential in a Proposal, Bidder shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

Open Records Division
P.O. Box 12548
Austin, TX 78711
Fax 512-463-2092

- j) The obligations of the parties under a contract awarded through this REQUEST FOR PROPOSAL are to be performed in Denton County, Texas. Exclusive venue shall be Denton County, Texas, and any contract awarded under this REQUEST FOR PROPOSAL shall be governed by the laws of the State of Texas.
- k) At the time the contract is awarded, the selected Bidder must be registered with the Texas Secretary of State and be licensed to transact business in the State of Texas.
- l) The City may, at its option, offset any amounts due and payable under a contract awarded under this REQUEST FOR PROPOSAL against any debt (including taxes) lawfully due to the City from the successful Bidder, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court. The awarded contract is subject to the appropriation of funds by the City Council in the City's budget adopted for any fiscal year for the specific purpose of making

payments pursuant to the awarded contract for that fiscal year. The obligation of the City pursuant to the awarded contract in any fiscal year for which the awarded contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, the awarded contract shall be terminated.

5) SPECIAL CONDITIONS

- a. The successful Bidder shall procure and maintain in force during the terms of any contract awarded pursuant to this REQUEST FOR PROPOSAL, at its own cost, the following minimum insurance coverage:
 - i. Workers' Compensation and Employers' Liability:
 - i) State of Texas: \$1,000,000 Each Accident
 - ii) Employer's Liability: \$100,000 Each Accident
 - iii) \$500,000 Disease – Policy Limit
 - iv) \$100,000 Disease – Each Employee
 - v) Waiver of Subrogation
 - ii. Commercial General Liability
 - i) Bodily Injury & Property Damage
 - ii) General Aggregate Limit: \$1,000,000
 - iii) Personal & Advertising Injury Limit: \$500,000
 - iv) Each Occurrence Limit \$1,000,000
 - v) The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.
 - iii. Commercial Automobile Liability Limits:
 - i) Bodily Injury & Property Damage
 - ii) Combined Single Limit: \$1,000,000
 - iii) Medical Payments: \$5,000 Per Person
 - iv) Uninsured/Underinsured Motorist \$100,000
 - v) Prior to the execution of any awarded contract by the City, the successful Bidder shall forward Certificates of Insurance to the Director of Marketing. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger, Texas 76266.
- b. If State minimums are greater than these minimums, the State requirements shall supersede the City's requirements. All policies shall list the City of Sanger as additional insured
- c. Form 1295 Certificate of Interested Parties: Section 2252.908 of the Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1

million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed, and signed, please return the form with your proposal submission.

- d. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ). The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing-related to any potential agreement with the City. For questions about these forms, please see the Texas Ethics Commission at: <https://www.ethics.state.tx.us>.
 - i. Exclusions: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.
 - ii. When: person or business must file:
 - i) The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
 - ii) An updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
- e. An updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
- f. Enforcement: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that a person files a FORM CIQ not later than seven business days after the person received notice of a violation.

PROPOSAL

By signing and submitting this Proposal, Bidder agrees:

1. To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.
2. To furnish goods and services in strict compliance with the terms, conditions, specifications, and performance requirements of this Proposal.
3. That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via e-mail or United State Postal Service, express delivery, courier, or personal delivery to:

City of Sanger
Attn: Donna Green, Director of Marketing
502 Elm Street
Sanger, Texas 76266

REQUEST FOR PROPOSAL SUBMITTAL PAGE

This page shall be included in the submitted sealed proposal.

Total Cost of show as described in Scope of REQUEST FOR PROPOSAL for 2023:
(Cost of permits, licenses, and insurance shall be included in these amounts) _____

Payment for show: (please check one)

☐ Full payment 30 days after show

☒ Deposit of 50 % made upon contract signing days before show and balance paid in full 14 days prior to event date (7/1/23)

Included in this submission package are these required supporting documents:

☒ A copy of a certificate or sample certificate of Insurance showing the minimum required amounts per this REQUEST FOR PROPOSAL

☒ A Copy of Display Permit, a copy of AFT License, a copy of Texas Distributor's License, a copy of DOT Permit and copy of DOT Safety Permit

_____ Number and sizes of shells being proposed 3"-8"

20-22 _____ Total show time

Company Name:

Illumination Fireworks

Company Mailing Address:

1605 Crescent Circle St 200

Contact for Company:

Liz Yankovich

Email: liz@illuminationfireworks.com

Daytime Phone Number:

409.208.8542

I, the undersigned agent for the company named above, certify that I am duly authorized to execute the proposal, that this company, corporation, firm, partnership, or individual has not prepared this proposal in collusion with any other provider, and that the contents of this proposal as to prices, terms, or conditions of the said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of the REQUEST FOR PROPOSAL.

Authorized Company Official (signature):

JLB

Authorized Company Official's Name (printed):

Jennifer Burns

Date Signed:

10/21/22



CITY COUNCIL COMMUNICATION

DATE: December 5, 2022

FROM: Audrey Tolle, Library Director

AGENDA ITEM: Consideration and possible action on a Interlocal Agreement for Library Services between Denton County and City of Sanger.

SUMMARY:

- Denton County provides limited funding to municipal libraries that offer services free of charge to Denton County citizens, including those who live in unincorporated areas.
- To be eligible for county funding, libraries must meet basic criteria and submit required documents to the Denton County Library Advisory Board (DCLAB) to be included in the combined funding request to the county.
- While Denton County approves the total amount for all eligible libraries, the amount each library receives is determined by DCLAB's funding formula, based on its population.

FISCAL INFORMATION:

Budgeted: YES

Amount: \$16,200

GL Account: 001-00-4189

RECOMMENDED MOTION OR ACTION:

Staff recommends approval of the Interlocal Agreement with Denton County.

ATTACHMENTS:

2022-2023 Interlocal Agreement for Library Services between Denton County and City of Sanger

Exhibit A Calculation Worksheet

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

SANGER PUBLIC LIBRARY

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City of Sanger, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2022.

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

WHEREAS, the **MUNICIPALITY** is a duly organized municipality in Denton County, Texas, engaged in the provision of library and related services for the benefit of the citizens of the **MUNICIPALITY**; and

WHEREAS, the **COUNTY** has requested, and the **MUNICIPALITY** has agreed to provide library services for all residents of the **COUNTY**; and

WHEREAS, the **COUNTY** and the **MUNICIPALITY** mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, and Chapter 323 of the Texas Local Government Code, regarding County Libraries.

NOW, THEREFORE, the **COUNTY** and the **MUNICIPALITY**, for the mutual consideration hereinafter stated, agree and understand as follows:

I.

The term of this Agreement shall be for the period from October 1, 2022, through September 30, 2023.

II.

For the purposes and consideration herein stated and contemplated, the **MUNICIPALITY** shall provide library services for the residents of the **COUNTY** without regard to race, religion, color, age, disability or national origin. Upon proper proof of residence, by an individual in the **COUNTY**, the individual shall be entitled issuance of a library card, at no cost, to be used in connection with said library services.

The **MUNICIPALITY** shall develop and maintain through the Library one or more of the following programs of service:

1. Educational and reading incentive programs and materials for youth.
2. Functional literacy materials and/or tutoring programs for adults.
3. Job training/career development programs and/or materials for all ages.
4. Outreach services to eliminate barriers to library services.
5. Educational programs designed to enhance quality of life for adults.

III.

The **COUNTY** designates the County Judge to act on behalf of the **COUNTY** and serve as liaison officer for the **COUNTY** with and between the **COUNTY** and the **MUNICIPALITY**. The County Judge or his designated substitute shall insure the performance of all duties and obligations of the **COUNTY** herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **COUNTY** in full compliance with the terms and conditions of this Agreement. The County Judge shall provide immediate and direct supervision of the **COUNTY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **COUNTY** and the **MUNICIPALITY**.

IV.

The **MUNICIPALITY** shall designate _____ to act on behalf of the **MUNICIPALITY** and to serve as liaison officer for the **MUNICIPALITY** with and between the **MUNICIPALITY** and the **COUNTY** to insure the performance of all duties and obligations of the **MUNICIPALITY** as herein stated and shall devote sufficient time and attention to the execution of said duties on behalf of the **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement. _____ shall provide management of the **MUNICIPALITY'S** employees, agents, contractors, sub-contractors, or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the **MUNICIPALITY** and the **COUNTY**.

The **MUNICIPALITY** shall provide the **COUNTY** with a copy of the annual report submitted to the Texas State Library and shall respond to the **COUNTY'S** annual questionnaire as documentation of the **MUNICIPALITY'S** expenditures and provision of service.

V.

The **MUNICIPALITY** shall be solely responsible for all techniques, sequences, procedures and coordination of all work performed under the terms and conditions of this Agreement. The **MUNICIPALITY** shall insure, dedicate and devote the full time and attention of those employees necessary for the proper execution and completion of the duties and obligations of the **MUNICIPALITY** as stated in this Agreement and shall give all attention required for proper supervision and direction of their employees.

VI.

The **MUNICIPALITY** agrees that its established library shall assume the functions of a county library within Denton County, Texas, and to provide a librarian who meets the requirements of the **MUNICIPALITY'S** job description.

VII.

The **COUNTY** and the **MUNICIPALITY** agree and acknowledge that each entity is not an agent of the other entity and that each entity is responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees. This Agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment applicable to the other party. The **MUNICIPALITY** understands and agrees that the **MUNICIPALITY**, its employees, servants, agents and representatives shall not represent themselves to be employees, servants, agents or representatives of the **COUNTY**.

*To the fullest extent permitted by law, the **MUNICIPALITY** agrees to hold harmless and indemnify the **COUNTY** from and against any and all claims and for all liability arising out of, resulting from or occurring in connection with the performance of the work hereunder, including but not limited to, any negligent act or omission of the **MUNICIPALITY**, its officers, agents or employees.*

The **COUNTY** and the **MUNICIPALITY** acknowledge and agree that the **COUNTY** does not waive any sovereign or governmental immunity available to the **COUNTY** under Texas law and does not waive any available defenses under Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

VIII.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the **MUNICIPALITY** nor the **COUNTY** waives any immunity or defense that would otherwise be available to it against claims by third parties.

IX.

Any notice required by this Agreement shall be delivered, in writing, by either the **COUNTY** or the **MUNICIPALITY** to the following addresses:

The address of the **COUNTY** is: Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
Telephone: 940-349-2820

The address of the **MUNICIPALITY** is: Sanger Public Library
c/ The City of Sanger, Texas
501 Bolivar Street
Sanger, Texas 76266
Attention: Audrey Tolle
Telephone: 940-458-3257

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **SIX THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$6,200.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable in equal quarterly installments to the **MUNICIPALITY** commencing on October 1, 2022. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** in matching funds upon the following conditions:

1. The **MUNICIPALITY** shall attempt to secure funding from sources other than the **COUNTY**.
2. Upon receipt of additional funding, the **MUNICIPALITY** shall provide proof of the receipt of such funds to the Denton County Auditor on a quarterly basis.
3. The **COUNTY** shall match the **MUNICIPALITY'S** additional funding in an amount not to exceed \$10,000.00.

4. Payment by the **COUNTY** to the **MUNICIPALITY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and payment shall be satisfied from current revenues of the **COUNTY**.

All funding by the COUNTY to the MUNICIPALITY is subject to the condition that the MUNICIPALITY shall have in place technology protection measures (commonly referred to as “filters”) with respect to any computers used by the public that have Internet access which are designed to block access through such computers to visual depictions that are (1) obscene, as defined by Section 43.21 of the Texas Penal Code, or (2) contain pornography. The technology protection measures shall be in compliance with the Children’s Internet Protection Act.

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2022.

XI.

This Agreement may be terminated, at any time, by either party by giving sixty (60) days advance written notice to the other party. In the event of such termination by either party, the **MUNICIPALITY** shall be compensated pro rata for all services performed to the termination date, together with reimbursable expenses then due and as authorized by this Agreement. In the event of such termination, should the **MUNICIPALITY** be overcompensated on a pro rata basis for all services performed to the termination date or be overcompensated for reimbursable expenses as authorized by this Agreement, the **COUNTY** shall be reimbursed pro rata for all such overcompensation. Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.

This Agreement represents the entire integrated Agreement between the **MUNICIPALITY** and the **COUNTY** and supersedes all prior negotiations, representations and/or Agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the **MUNICIPALITY** and the **COUNTY**.

XIII.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performable and all compensation payable in Denton County, Texas.

XIV.

In the event any portion of this Agreement shall be found to be contrary to law it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary orders or resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED this _____ day of _____, 20____.

DENTON COUNTY, TEXAS**The City of Sanger, Texas**

By: _____
 Andy Eads, County Judge
 Denton County, Texas

By: _____
 Name: _____
 Title: _____

ATTEST:**ATTEST:**

By: _____
 Denton County Clerk

By: _____
 City Secretary

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

 Denton County Auditor

EXHIBIT A

Item 9.

DENTON COUNTY LIBRARY'S FUNDING (FY 2023)

PER CAPITA: \$ 0.338302
MATCHING: \$ 10,000.00

DENTON COUNTY POPULATION:	950,660
POPULATION OF CITIES WITH LIBRARIES	491,840
REMAINING POPULATION	458,820

	TOTAL	CITY	COUNTY	PER CAPITA	MATCHING	TOTAL	ROUNDED
LIBRARY	POP	POP	allocation	ALLOCATION	FUNDS		
AUBREY	37,961	19,640	18,321	\$ 12,842	\$ 10,000	\$ 22,842	\$ 22,900
CARROLLTON	261,149	135,110	126,039	\$ 88,347	\$ -	\$ 88,347	\$ 88,400
FLOWER MOUND	151,865	78,570	73,295	\$ 51,376	\$ -	\$ 51,376	\$ 51,400
JUSTIN	11,249	5,820	5,429	\$ 3,806	\$ 10,000	\$ 13,806	\$ 13,900
KRUM	11,191	5,790	5,401	\$ 3,786	\$ 10,000	\$ 13,786	\$ 13,800
LEWISVILLE	256,336	132,620	123,716	\$ 86,719	\$ -	\$ 86,719	\$ 86,800
LITTLE ELM	99,813	51,640	48,173	\$ 33,767	\$ 10,000	\$ 43,767	\$ 43,800
PILOT POINT	9,336	4,830	4,506	\$ 3,158	\$ 10,000	\$ 13,158	\$ 13,200
PONDER	4,736	2,450	2,286	\$ 1,602	\$ 10,000	\$ 11,602	\$ 11,700
SANGER	18,304	9,470	8,834	\$ 6,192	\$ 10,000	\$ 16,192	\$ 16,200
THE COLONY	88,718	45,900	42,818	\$ 30,014	\$ 10,000	\$ 40,014	\$ 40,100
TOTAL	950,660	491,840	458,820	\$ 321,610	\$ 80,000	\$ 401,610	\$ 402,200
Aubrey Population:							
Aubrey	7,580						
Crossroads	1,830						
Krugerville	1,970						
Providence	8,260						
Total	19,640						
Ponder Population:	2,450						
Dish (Interlocal Agreement)	200						
Total	2,650						



CITY COUNCIL COMMUNICATION

DATE: December 5, 2022

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a public hearing on a request for a Specific Use Permit (SUP) for Outside Sales and Display, on the west end of 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.

SUMMARY:

- The applicant is proposing a Farmer's Market on the west end of Stephen Baker Field that is owned by Sanger ISD.
- Sanger ISD has granted permission for the Farmer's Market use.
- This lot is located on the east side of I-35 at the intersection of South Stemmons and Wood Street.
- The site is zoned Business District 2 (B-2) which allows Outside Sales and Display with a SUP.
- The Farmer's Market would operate Saturday and Sunday on the first and third weekends of the month.
- They would operate approximately 10 months of the year beginning in mid-March and running through December.
- Staff mailed 39 notices and at the time of this report has received 2 in favor.
- The Planning & Zoning Commission recommended Approval.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

Location Map



SANGER
TEXAS

Project Name: Farmers Market
SUP Wood Street
Project: 22SANZON-0056

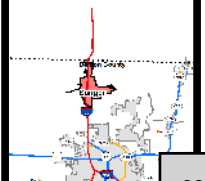


City Limits



Exhibits

DISCLAIMER:
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Date: 10/29/2022 1:50:46 PM
Doc Name: 22SANZON-0056_FarmersMarketSUP





CITY COUNCIL COMMUNICATION

DATE: December 5, 2022

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on Ordinance No. 12-31-22 regarding a request for a Specific Use Permit (SUP) for Outside Sales and Display, on the west end of 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.

SUMMARY:

- The applicant is proposing a Farmer's Market on the west end of Stephen Baker Field that is owned by Sanger ISD.
- Sanger ISD has granted permission for the Farmer's Market use.
- This lot is located on the east side of I-35 at the intersection of South Stemmons and Wood Street.
- The site is zoned Business District 2 (B-2) which allows Outside Sales and Display with a SUP.
- The Farmer's Market would operate Saturday and Sunday on the first and third weekends of the month.
- They would operate approximately 10 months of the year beginning in mid-March and running through December.
- Staff mailed 39 notices and at the time of this report has received 2 in favor.
- The Planning & Zoning Commission recommended Approval.

FISCAL INFORMATION:

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

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Location Map
 Ordinance No. 12-31-22
 Site Plan
 Application
 Letter of Intent
 Agreement with Sanger ISD
 Response Form 1 – In Favor
 Response Form 2 – In Favor



SANGER
TEXAS

Project Name: Farmers Market
SUP Wood Street
Project: 22SANZON-0056

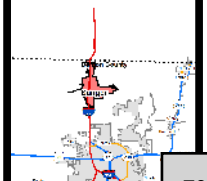


City Limits



Exhibits

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Date: 10/29/2022 1:50:46 PM
Doc Name: 22SANZON-0056_FarmersMarketSUP



CITY OF SANGER, TEXAS

ORDINANCE No. 12-31-22

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 November 14, 2022, 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: the market will operate Saturday and Sunday the 1st and 3rd weekends, 10 months out of the year running from mid-March to early December.

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 December, 2022.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

EXHIBIT A

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

Zoning:

Type: Real

Agent Code:

Property Use Description:	EXEMPT - COMMON AREA - REFERENCE

Map ID:	SA03
Mapsc0:	

Mapsc0:

135 & WOOD ST
SANGER, TX 76266

Neighborhood: Exemption 11.11 ISD Schools

Map ID: SA03

Neighborhood CD: EX11.11ISD

Owner ID:	68074
% Ownership:	100.000000000000%
Exemptions:	EX-XV

Name: _____ SANGER ISD

Mailing Address: 601 ELM ST
SANGER, TX 76266-9635

Owner ID: 68074

% Ownership: 100.00000000000000%

Exemptions:



WHITWORTH
CUSTOM HOMES
DRAFTING AND
DESIGN

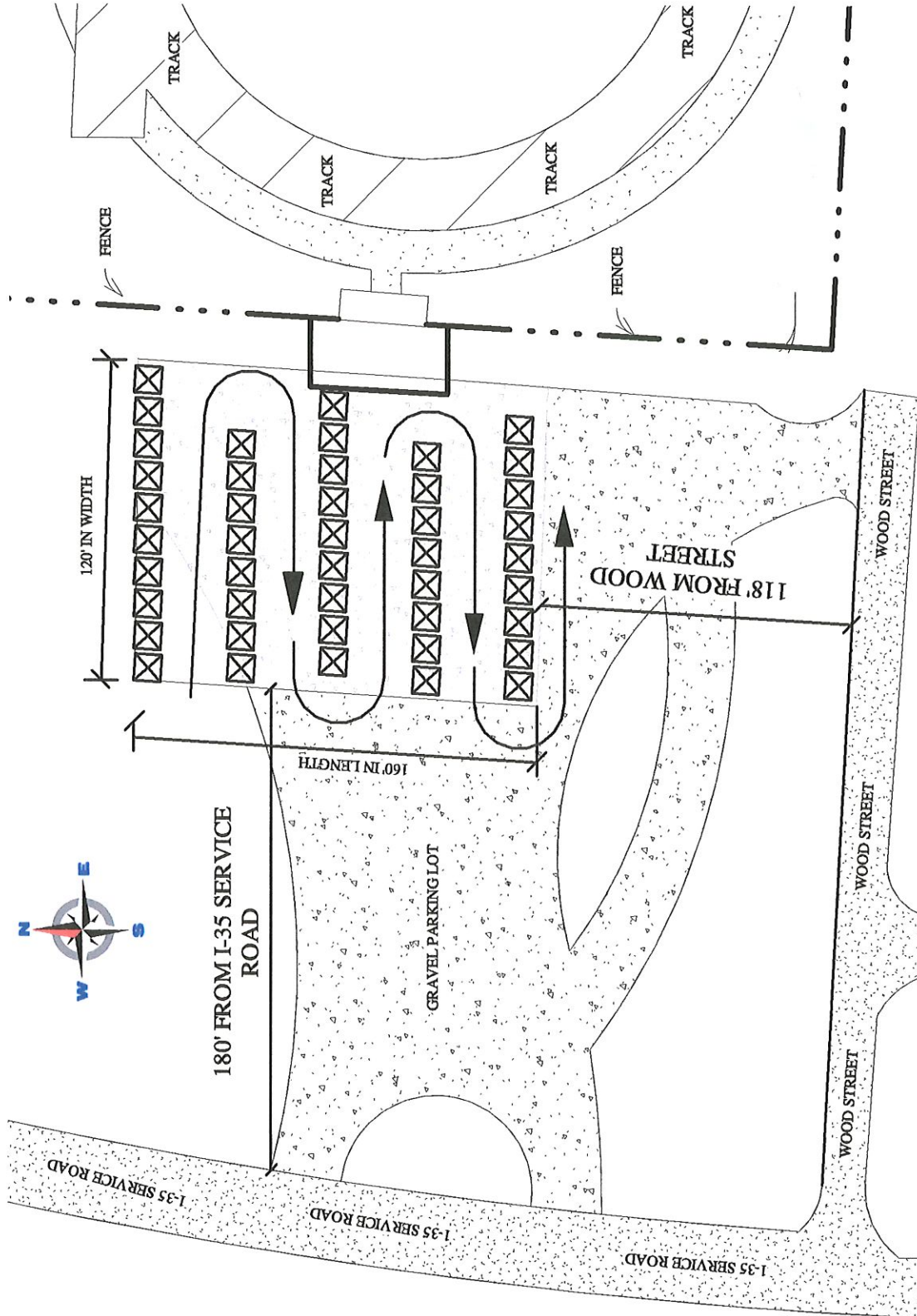
DOWNTOWN
SANGER FARMERS
MARKET

DRAWN BY: WHITWORTH CUSTOM
HOMES DRAFTING AND DESIGN

DATE: 9-7-22

Item 11.

1" = 60'-0"



1 Level 1
1" = 60'-0"

☒ -10' X 10' TENT 44 TOTAL TENTS WITH 25' SPACING BETWEEN EACH. PARKING TO THE WEST OF THE VENDORS.
☐ -PORTA PRIVY VENDOR TENTS SUBJECT TO CHANGE PENDING VENDOR INTEREST.



WHITWORTH
CUSTOM HOMES
DRAFTING AND
DESIGN

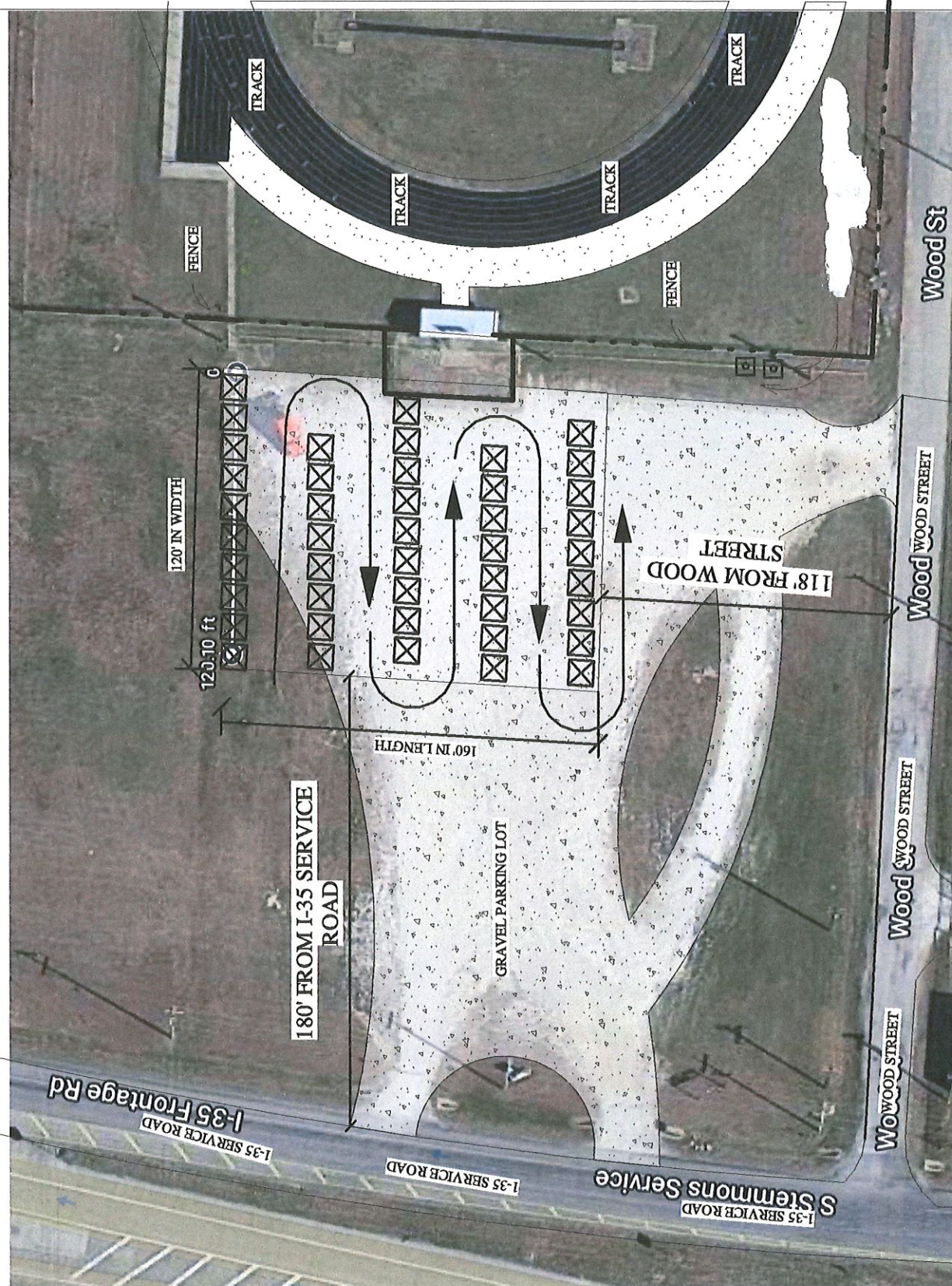
DOWNTOWN
SANGER FARMERS
MARKET

DRAWN BY: WHITWORTH CUSTOM
HOMES DRAFTING AND DESIGN

DATE: 9-7-22

Item 11.

1" = 60'-0"



10' X 10' TENT

PORTA PRIVY

SBF OVERLAY
1" = 60'-0"

SANGER

★ TEXAS

Item 11.

ZONING CHANGE/SUP APPLICATION

☐

Zoning Change

☒

Specific Use Permit

Applicant	Owner (if different from applicant)
Name: <u>Amber Whitworth-Spigner</u>	Name: _____
Company: <u>The Farmers Wife North TX LLC</u>	Company: <u>Sanger ISD</u>
Address: <u>2291 Wheat Hill Rd</u>	Address: <u>601 Elm Street</u>
City, State, Zip: <u>Sanger, TX 76266</u>	City, State, Zip: <u>Sanger TX 76266</u>
Phone: <u>940-206-2707</u>	Phone: <u>940-458-7438</u>
Fax: <u>N/A</u>	Fax: _____
Email: <u>thefarmerswifnorthtx@gmail.com</u>	Email: <u>leann.loyless@sangerisd.net</u>

Submittal Checklist

<input checked="" type="checkbox"/>	Site Plan (for Specific Use Permits Only)
<input checked="" type="checkbox"/>	One (1) PDF Copy of Site Plan
<input checked="" type="checkbox"/>	Survey with Metes and Bounds Description
<input checked="" type="checkbox"/>	Letter of Intent
<input checked="" type="checkbox"/>	Application Fee (Check Payable to City of Sanger)

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

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

Stephen Baker Field - Parking Lot

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

Specific use permit for farmers market

Owner Signature

Leann Loyless / Sanger ISD

Date

9-30-2022

Applicant Signature

Amber Whitworth-Spigner

Date

10-6-22

Office Use

Fee	
Date	

10/06/2022

I-35 & Wood St
Sanger, TX 76266

Re: Letter of Intent for the use of Stephen Baker Field for a bi-weekly Farmers Market

To Whom It May Concern,

This letter is to present to you the intentions of the Farmers Wife North TX, LLC on using the existing parking lot of Stephen Baker Field for a bi-weekly farmers market. The market, (which will be called: "Downtown Sanger Farmers Market") will be on the 1st and 3rd weekends 10 months out of the year running from mid-March to early December. The goal of the Market is to bring local producers a safe and fun environment to sell their goods.

The location of the market will be the parking lot of Stephen Baker Field. The physical address is I-35 & Wood St Sanger, TX 76266. Currently, the zoning for Stephen Baker Field is business district 2 (B2) . We will use the parking lot which is next to the football field, a tire shop and is on the corner of Wood street and I-35 Service Road.

To discuss this with me further please contact me at 940-206-2707 or email thefarmerswifnorthtx@gmail.com

I appreciate this opportunity and look forward to the Commission and Councils feedback.

Thank you,



Amber Whitworth-Spigner
President, The Farmer's Wife North TX, LLC



Addendum to the Sanger Zoning Changer/Sub Application for the use of Stephen Baker Field Parking Lot.

This agreement between Sanger ISD and Amber Whitworth, The Farmer's Wife North, Texas, LLC, is for the designated use of Stephen Baker Field Parking located in Sanger, Texas. The agreement is to use this location (Stephen Baker Field Parking Lot) for a Farmers Market 10 months out of the year (mid-March to early December). The Market will be two weekends (Saturday and Sunday) out of the month (1st and 3rd weekends).

Both parties named above agree to the following terms and conditions:

- The use of the location will result in **No Cost** to Sanger ISD.
- There will be No fee charged for the use of Stephen Baker Field Parking Lot.
- No electricity will be provided by Sanger ISD.
- No Trash service will be provided by Sanger ISD.
- No petting Zoo will be allowed at this location.
- No Portable Toilets will be allowed at this location.
- No Food Trucks will be allowed at this location.
- After each day of the Farmers Market (Saturday and Sunday), all items including trash will be collected and removed from the location.
- Sanger ISD has the right to Void or Amend this agreement at any time.

I am hereby in agreement of the above mentioned terms and conditions.

Amber Whitworth-Spigner

Amber Whitworth, Farmer's Wife of North Texas, LLC

Leann Loyless

Leann Loyless, Deputy Superintendent, Sanger ISD

Date October 1, 2022

Response Form

22SANZON-0056

Specific Use Permit

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department

Attn: Ramie Hammonds

P.O. Box 1729

Sanger, TX 76266

You may also email or fax a copy to:

Email: rhammonds@sangertexas.org

Fax: (940) 458-4072

Project No: 22SANZON-0056/ Specific Use Permit Farmer's Market

Please circle one: In favor of request Opposed to request

Comments:

A farmer's market sounds OK to me. I would hope their patrons would not park on our lot, unless arrangements are made.

Signature

Richard Muir

Printed Name

Mailing Address

7177 Rector Rd

City, State, Zip

Sanger, Tx 76266

Phone Number

Email Address

Physical Address of Property within 200 feet

- across the street, south of this tract under consideration

Response Form

22SANZON-0056

Specific Use Permit

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department

Attn: Ramie Hammonds

P.O. Box 1729

Sanger, TX 76266

You may also email or fax a copy to:

Email: rhammonds@sangertexas.org

Fax: (940) 458-4072

Project No: 22SANZON-0056/ Specific Use Permit – Farmer's Market

Please circle one: In favor of request Opposed to request

Comments:

As long as no one parks on my property,
etc... I am fine with the Farmers Market.

Signature

Ashley McGuire

Printed Name

Ashley McGuire

Mailing Address

205 Walnut Street

City, State, Zip

Sanger, TX 76266

Phone Number

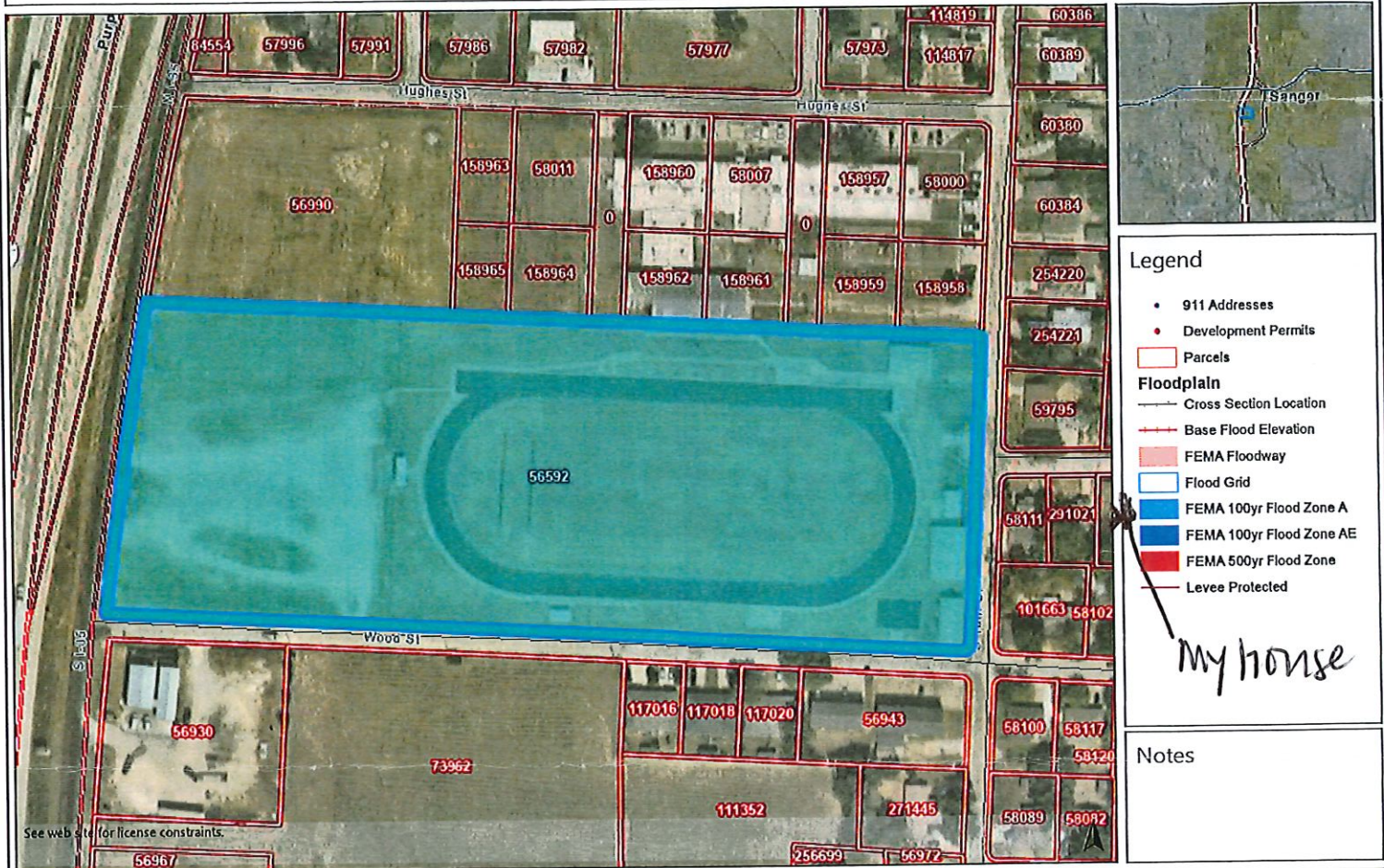
Email Address

Physical Address of Property within 200 feet

205 Walnut St.

Sanger, TX 76266

Denton County Landmark Map



0 200 400 ft
<https://gis.dentoncounty.gov>
 10/26/2022 6:59:26 PM

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

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



CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on a Final Plat of lots 1-30, Block A of Lonesome Dove Addition, 55.5 acres, located in the City of Sanger's ETJ, and generally located on the south west corner of Metz Road and Hoehn Road.

SUMMARY:

- The applicant is proposing to create 30 single family lots ranging in size from 1.40 acres to 3.01 acre, from 1 previously unplatted tract.
- Each lot has a minimum 142 feet of frontage.
- The applicant is dedicating 5.15 acres of right-of-way for Metz Road.
- This project was granted the variance to be considered Estates lots through the preliminary plat.
- The preliminary plat also granted variances to the maximum block length and maximum cul-de-sac length.
- The property is located in the City of Sanger's ETJ.
- The Planning and Zoning Commission recommended APPROVAL on October 10, 2022 with the condition all comments 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. Engineering and Planning comments for this site have not been fully addressed. See comments labeled Exhibit A for specific conditions of denial.

ATTACHMENTS:

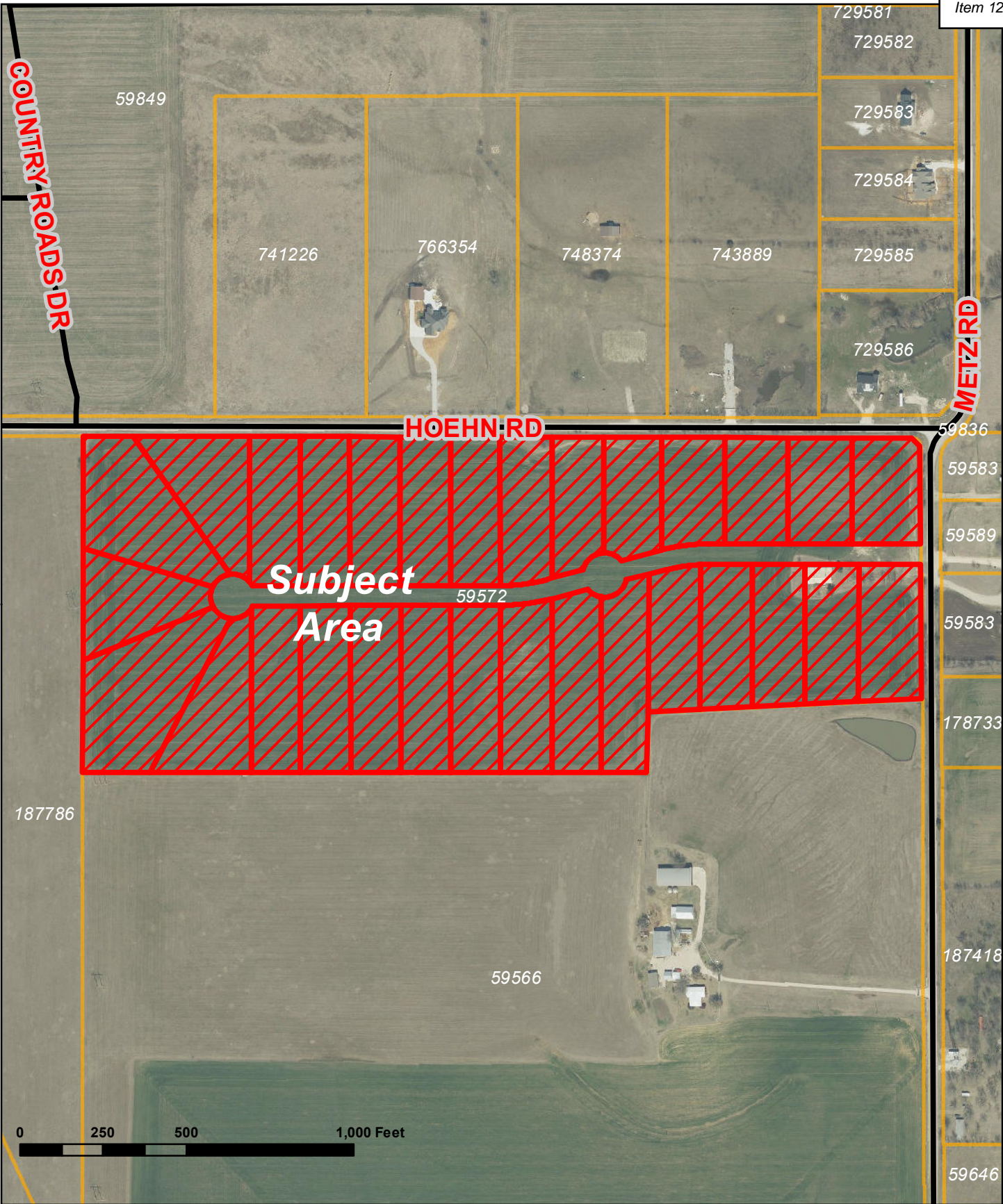
Location Map

Final Plat

Application

Letter of Intent

Exhibit A Engineering Comments



SANGER
TEXAS

Project Name: Lonesome Dove Addn
Final Plat
Project: 22SANZON-0055

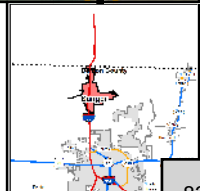


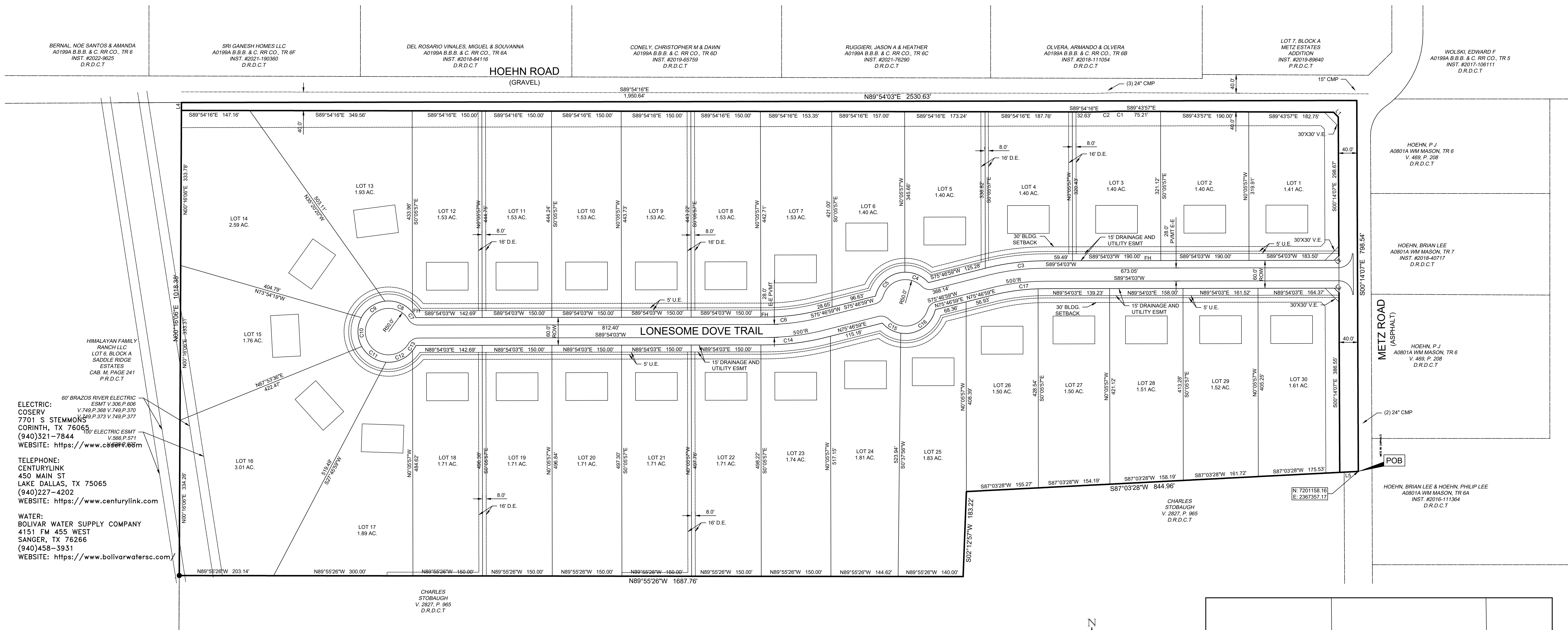
City Limits



Exhibits

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Doc Name: 22SANZON-0055_LonesomeDoveAddn





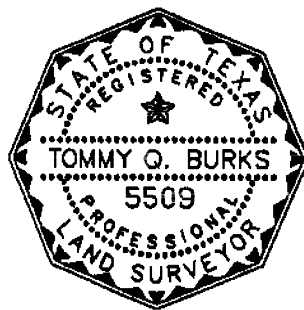
GENERAL NOTES:

1. ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
2. THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
3. ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY.
4. NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
5. THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
6. MINIMUM FINISHED FLOOR ELEVATIONS (FFE) ARE AT LEAST 2 FEET ABOVE THE 100-YEAR FLOODPLAIN.
7. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A 100-YEAR FLOODPLAIN ACCORDING TO COMMUNITY PANEL NO. 48121C0065G DATED MARCH 18, 2011 OF THE NATIONAL FLOOD INSURANCE RATE MAPS FOR DENTON COUNTY, TEXAS.
8. THE PURPOSE OF THIS PLAT IS TO CREATE A RESIDENTIAL SUBDIVISION.
9. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD 83).

SURVEYORS CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON
I hereby certify that this plat is true and correct and was prepared from an actual Survey of the property made on the ground under my supervision.

Tommy Q. Burks
Registered Professional Land Surveyor No. 5509
Burks Land Surveying
223 CR 1260
Decatur, TX 76234
FIRM NO. 10069700

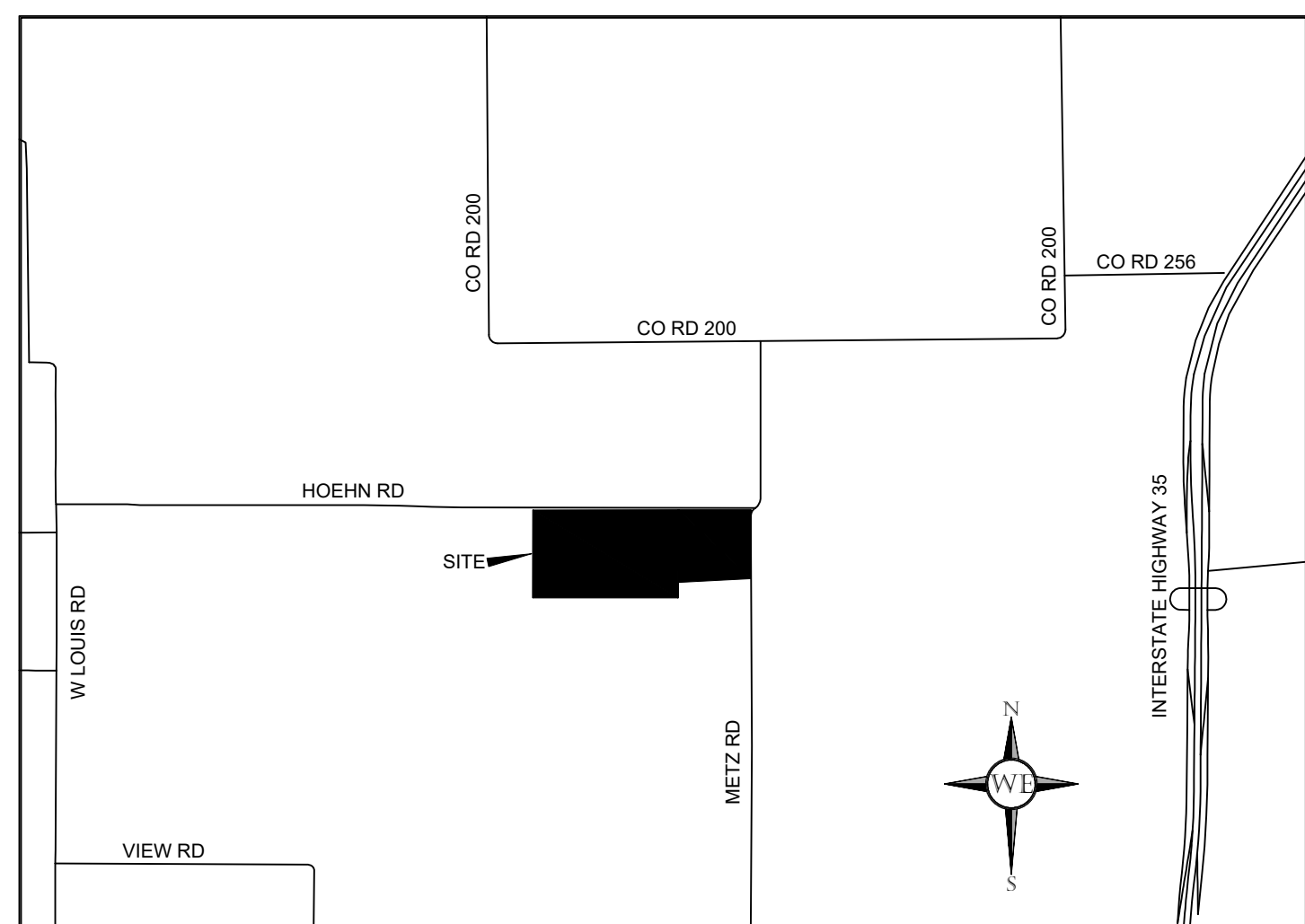
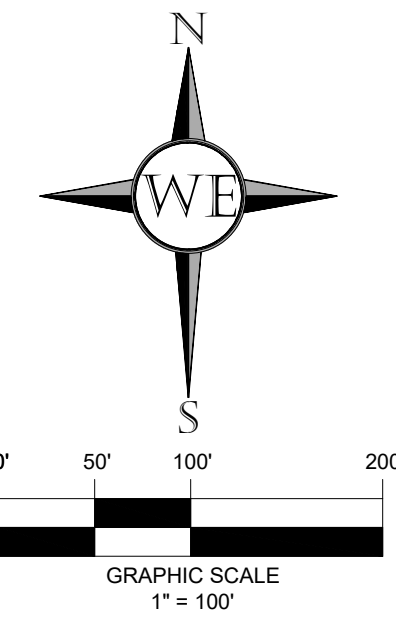


LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S44°59'02"E	14.20'
L2	S44°49'58"W	14.13'
L3	S45°10'02"E	14.16'
L4	N00°16'06"E	17.03'
L5	S87°03'28"W	40.04'

CURVE TABLE					
CURVE NO.	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	960.00'	40.94'	002°26'36"	N89°02'45"E	40.94'
C2	1040.00'	41.23'	002°16'18"	N88°57'35"E	41.23'
C3	530.00'	129.56'	014°00'23"	S82°53'52"W	129.24'
C4	66.00'	57.31'	049°45'10"	N66°07'45"W	55.53'
C5	66.00'	87.75'	076°10'33"	S50°54'24"W	81.43'
C6	470.00'	115.81'	014°07'04"	S82°50'31"W	115.52'
C7	66.00'	13.49'	011°42'28"	N32°59'19"W	13.46'
C8	66.00'	66.85'	058°02'01"	N67°51'34"W	64.03'
C9	66.00'	64.41'	055°54'41"	S55°10'05"W	61.88'
C10	66.00'	64.66'	056°07'51"	S00°51'10"E	62.10'
C11	66.00'	64.75'	056°12'51"	S57°01'32"E	62.19'
C12	66.00'	64.76'	056°13'24"	N66°45'21"E	62.20'
C13	66.00'	13.49'	011°42'28"	N32°47'25"E	13.46'
C14	530.00'	130.59'	014°07'04"	N82°50'31"E	130.26'
C15	66.00'	46.13'	040°03'01"	S61°16'40"E	45.20'
C16	66.00'	98.92'	085°52'42"	N55°45'28"E	89.92'
C17	470.00'	101.04'	012°19'02"	N81°56'30"E	100.85'

LEGEND

—	PROPERTY LINE
---	EASEMENT
—+—	RIGHT OF WAY
---	UTILITY EASEMENT
---	DRAINAGE EASEMENT
---	DRAINAGE AND UTILITY EASEMENT
---	VISIBILITY EASEMENT
---	EDGE TO EDGE

VICINITY MAP
N.T.S.

OWNER / DEVELOPER:
TRACOM ENTERPRISES INC
4025 GREENVILLE AVE STE 200,
DALLAS, TX, 75206
CONTACT: KEITH SMITH

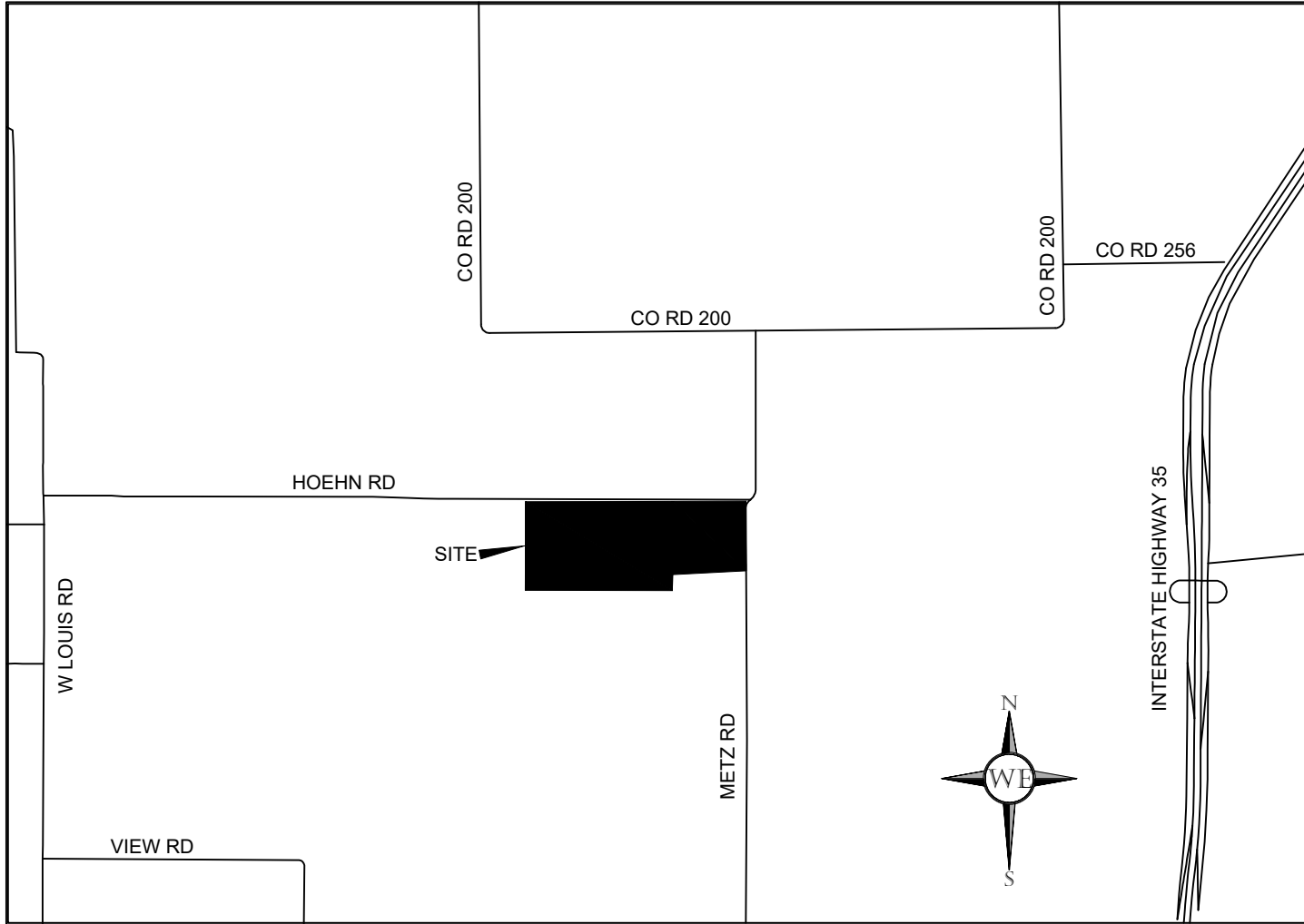
SURVEYOR:
BURKS LAND SURVEYING
223 CR 1260
DECATUR, TX 76234
CONTACT: QUINT BURKS, RPLS

ENGINEER / APPLICANT:
WESTFALL ENGINEERING
CIVIL ENGINEERING CONSULTANTS
TBE FIRM REG. #19101
CONTACT: HEATH VOYLES, P.E.
EMAIL: HEATH@WESTFALLENGINEERING.COM

PAGE 1 OF 2

FINAL PLAT
LONESOME DOVE ADDITION
LOTS 1 - 30, BLOCK A
5.15 AC R.O.W. DEDICATION
55.50 ACRES (2,417,492.19 SQ.FT.) OUT OF THE
WILLIAM MASON SURVEY, ABSTRACT NO. 801
SANGER ETJ, DENTON COUNTY, TEXAS
PREPARED: AUGUST 19, 2022

WESTFALL
ENGINEERING



VICINITY MAP
N.T.S.

STATE OF TEXAS
COUNTY OF DENTON

We, Tracom Enterprises, Inc, the undersigned, are the owners of the land shown on this plat within the area described by metes and bounds as follows:
BEING all that certain lot, tract, or parcel of land situated in the William Mason Survey Abstract Number 801 in Denton County, Texas, being all that certain tract of land conveyed by deed from Josephine B. Hoehn to Wilbur Clarence Hoehn recorded in Volume 748, Page 804, Deed Records, Denton County, Texas and being more particularly described as follows:
BEGINNING at a P. K. nail set for corner in Metz Road, a public roadway, said point being the northeast corner of that certain tract of land conveyed by deed from Fanton R. Hoehn and wife, Anna Mae Hoehn to Charles E. Stobaugh recorded in Volume 2827, Page 965, Real Property Records, Denton County, Texas;
THENCE South 87°03'28" West, 844.96 feet with the north line of said Stobaugh tract to a fence corner for corner;
THENCE South 02°12'57" West, 183.22 feet with the north line of said Stobaugh tract to an iron rod set for corner;
THENCE South 89°55'26" West, 1,687.76 feet with the north line of said Stobaugh tract to an iron rod set for corner in the east line of Lot 6, Block A of Saddle Ridge Estates, an addition to Denton County, Texas according to the plat thereof recorded in Cabinet M, Page 241, Plat Records, Denton County, Texas;
THENCE North 00°16'06" East, 1,018.38 feet with said east line of said Lot 6, Block A of said Saddle Ridge Estates to an iron rod set for corner in Hoehn Road, a public roadway;
THENCE North 89°54'03" East, 2,530.63 feet with said Hoehn Road to an iron rod set for corner in said Metz Road;
THENCE South 00°14'07" East, 798.54 feet with said Metz Road to the PLACE OF BEGINNING and containing 55.50 acres of land.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:
THAT Tracom Enterprises, Inc, acting herein by and through its duly authorized officer does hereby adopt this plat designating the herein above described property as Lots 1–30, Block A, Lonesome Dove Addition, an addition to the City of Sanger, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive 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, of 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 entities shall have the right to access and maintain all respective easements without the necessity at any time procuring permission from anyone.

WITNESS MY HAND this ____ day of _____, 2022.

Keith Smith (Tracom representative)

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared, Keith Smith, known to me to be the person whose name is subscribed to the above and 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 ____ day of _____, 2022

Notary Public in and for the State of Texas
Commission expires: _____

STANDARD DENTON COUNTY CONSTRUCTION NOTES:

1. ALL LOTS WILL BE SERVICED BY BOLIVAR WATER.
2. ALL LOTS WILL HAVE SEPTIC SYSTEMS FOR SANITARY SEWER.
3. THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASMENTS SHOWN ON THIS PLAT ARE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER AND DOES NOT CONSTITUTE ACCEPTANCE OF SAME FOR MAINTENANCE PURPOSES BY DENTON COUNTY.
4. ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATION, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
5. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTING THE FLOODWAY IS PROHIBITED.
6. CONSTRUCTION NOT COMPLETE WITHIN TWO YEARS OF THE COMMISSIONERS COURT APPROVAL SHALL BE SUBJECT TO CURRENT COUNTY SUBDIVISION RULES AND REGULATIONS.
7. A DRIVEWAY CULVERT PERMIT MUST BE OBTAINED FROM THE DENTON COUNTY AND BRIDGE DEPARTMENT BY THE OWNER OF EACH LOT PRIOR TO THE CONSTRUCTION, INSTALLATION, OR PLACEMENT OF ANY DRIVEWAY ACCESS IMPROVEMENTS WITHIN THE DEDICATED RIGHT-OR-WAY.
8. NO CONSTRUCTION, WITHOUT WRITTEN APPROVAL FROM DENTON COUNTY SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FOOT ABOVE THE 100-YEAR FLOOD ELEVATION.
9. DENTON COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS DENTON COUNTY FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.

ELECTRIC:
COSERV
7701 S STEMMONS
CORINTH, TX 76065
(940)321-7844
WEBSITE: <https://www.coserv.com>

TELEPHONE:
CENTURYLINK
450 MAIN ST
LAKE DALLAS, TX 75065
(940)227-4202
WEBSITE: <https://www.centurylink.com>

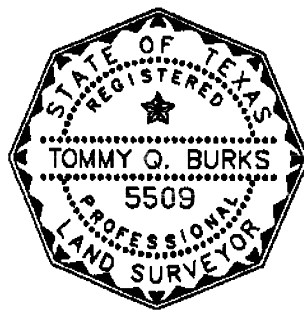
WATER:
BOLIVAR WATER SUPPLY COMPANY
4151 FM 455 WEST
SANGER, TX 76266
(940)458-3931
WEBSITE: <https://www.bolivarwatersc.com/>

- GENERAL NOTES:
1. ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
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STATE OF TEXAS
COUNTY OF DENTON
I hereby certify that this plat is true and correct and was prepared from an actual Survey of the property made on the ground under my supervision.

Tommy Q. Burks
Registered Professional Land Surveyor No. 5509
Burks Land Surveying
223 CR 1260
Decatur, Tx 76234
FIRM NO. 10069700



OWNER / DEVELOPER:
TRACOM ENTERPRISES INC
4025 GREENVILLE AVE STE 200,
DALLAS, TX, 75206
CONTACT: KEITH SMITH

SURVEYOR:
BURKS LAND SURVEYING
223 CR 1260
DECATUR, TX 76295
CONTACT: QUINT BURKS, RPLS

ENGINEER / APPLICANT:
WESTFALL ENGINEERING
CIVIL ENGINEERING CONSULTANTS
TIRE FIRM REG. #19101
CONTACT: HEATH VOYLES, P.E.
EMAIL: HEATH@WESTFALLENGINEERING.COM

Approved:	
Chairman, Planning & Zoning Commission City of Sanger, Texas	Date
Mayor City of Sanger, Texas	Date
Attested by	
City Secretary, City of Sanger, Texas	Date

FINAL PLAT
LONESOME DOVE ADDITION
LOTS 1 - 30, BLOCK A
5.15 AC R.O.W. DEDICATION
55.50 ACRES (2,417,492.19 SQ.FT.) OUT OF THE
WILLIAM MASON SURVEY, ABSTRACT NO. 801
SANGER ETJ, DENTON COUNTY, TEXAS
PREPARED: AUGUST 19, 2022





201 Bolivar Street/PO Box 1729 * Sanger, TX 76266
940-458-2059(office) 940-458-4072(fax) 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: Heath Voyes	Name: Keith Smith
Company: Westfall Engineering, PLLC	Company: Tracom Enterprises Inc
Address: 1719 Angel Pkwy Ste 400-206	Address: 4925 Greenville, Ave Ste 200
City, State, Zip: Allen, TX 75002	City, State, Zip: Dallas, TX 75206
Phone: 817-657-4759	Phone: 469-877-3766
Fax:	Fax:
Email: heath@westfallengineering.com	Email: ksmith@usrealtyteam.com

Submittal Checklist

X	Pre-Application Conference (Date: ___/___/___)
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@sangertexas.org

Supporting Materials (List if provided): _____

R Number(s): **59572**

Authentisign
Keith Smith

9/14/2022 9:38:26 AM GMT
Owner's Signature

Applicant's Signature

09/14/2022

Date

9/13/2022

Date

Office Use: Reviewed by Director of Development Services ___/___/___

<input type="checkbox"/>	Complete (Check #___)
<input type="checkbox"/>	Incomplete (Returned to Applicant ___/___/___)

City of Sanger
201 Bolivar / P.O Box 1729
Sanger, TX 76266

940-458-2059 (office)

940-458-4072 (fax)

www.sangertexas.org

Effective Date: 02/11/2020

September 14, 2022

Ms. Ramie Hammonds
City of Sanger
Development Services
201 Bolivar
Sanger, TX 76266

RE: Letter of Intent – Final Plat: Lonesome Dove Addition

Ms. Hammonds,

Please let this letter serve as our formal Letter of Intent for the Final Plat for the property located at the southwest corner of Metz Road and Hoehn Road. The subject property is located outside of Sanger's City limits, but within the City's ETJ. The 55.50+/- acre property is anticipated to create approximately 30 residential lots. The Final Plat has been prepared in general conformance with the approved Preliminary Plat.

This Final Plat requests three variances from the subdivision ordinance as were approved with the Preliminary Plat:

1. The minimum of 1.5 acre for Estate lots not apply
2. Maximum cul-de-sac length to not apply
3. Maximum block length to not apply

The 6 lots at the northeast corner of subdivision are approximately 1.4 acres and slightly smaller than the 1.5 acre requirement for estate lots. The proposed roadway, Lonesome Dove Trail, has been aligned so that all lots on the south side of the proposed right-of-way meet the 1.5 acre requirement. The average lot size for the proposed subdivision is approximately 1.68 acres.

Requests 2 and 3 are related. This Final Plat proposes a central estate style road with a 60-ft right-of-way running through the center of the subdivision. The total length of the proposed roadway is just over 2100-ft. It would take a vehicle travelling 30 mph about 45 seconds to travel the length of the street. This limited amount of time would not be an undue burden on the residents or emergency vehicles. It also removes an unnecessary connection to Hoehn Road which is likely to have limited use as residents would be using the paved internal street to access the Metz Road. A central turn around meeting the geometry requirements of a cul-de-sac is proposed approximately midway in the proposed roadway. This style of development has been successfully implemented and allows the residents the benefit of a dead-end street that won't have cut-through traffic. The layout creates a single block which would exceed the maximum in the subdivision ordinance and is common for a single block subdivision.

The City's future land use plan identifies this area as rural residential. We believe this development is in conformance with the future land use plan and the requested variances are in line with the spirit of the City's ordinances while allowing for a unique approach to a rural residential development.

Sincerely



Heath Voyles, PE



DATE: 11/29/2022

ENGINEERING PLAT COMMENTS – Final Plat (Lonesome Dove Addition)

Request is for a Final Plat of the Lonesome Dove Addition, being approximately 55.50 acres, prepared by Westfall Engineering, submitted on 09/14/2022. Below are the comments that should be addressed prior to City Council approval. Resubmit the revised plat along with a response letter addressing all comments.

Engineering

Denial is recommended for the following reasons:

- We are still coordinating drainage with the developer's engineer. We have comments regarding drainage easement locations and sizes that need to be addressed. They are to provide drainage easements between lots but in order to properly size the easements they must provide engineering calculations and show the drainage is contained within the easement and they have provided 1' of freeboard. There a drainage structure located within public right of way at the intersection of Hoehn Road and Metz Road. A portion of this public improvement is shown within private property. The developer's engineer needs to make modifications to the drainage structure or change the lot boundary.
- One of our comments is they have not provided detention and they need to show and provide us documentation that they are not impacting downstream or adjacent property owners. The outcome of this study will impact the plat due to easement for detention or easements for downstream improvements.



CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on a Preliminary Plat of the Glenn Polk Addition, being 10.418 acres, located in the City of Sanger, and generally located on the west side of I-35 approximately 670 feet south of Belz Road.

SUMMARY:

- The applicant is proposing to create 1 commercial lot from one unplatted tract.
- This is the current Glenn Polk Auto Sales site.
- The lot will be 10.418 acres.
- The applicant will build a new show room and sales office behind the existing showroom and sales office. They will also build a service bay area.
- The existing showroom and sales office will be demolished once the new one is operational.
- The property is located in the City of Sanger.
- The Planning and Zoning Commission recommended APPROVAL on October 10, 2022 with the condition all comments were satisfied prior to City Council approval.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

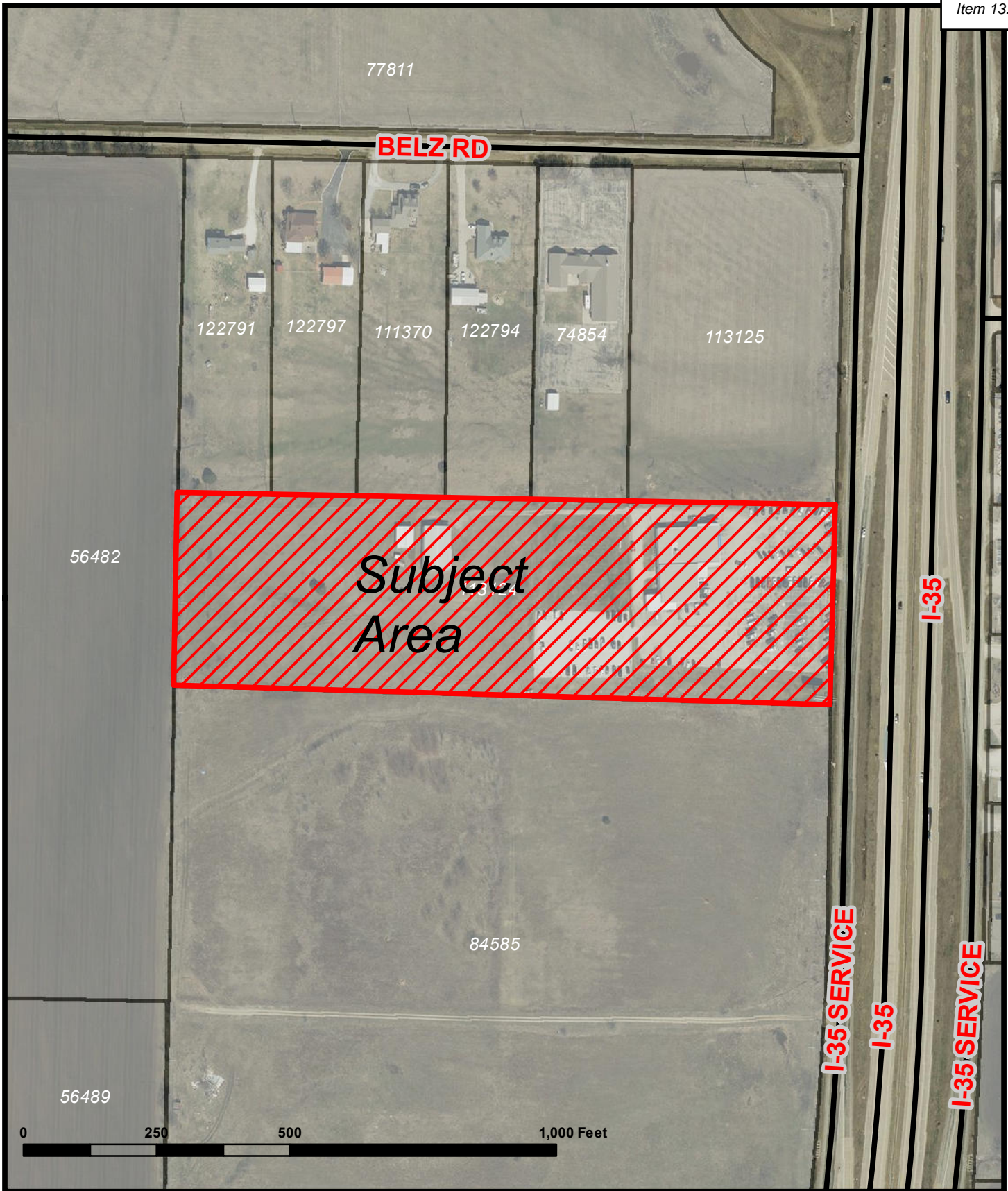
GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends DENIAL. Engineering comments for this site have not been fully addressed. See comments labeled Exhibit A for specific conditions of denial.

ATTACHMENTS:

Location Map
 Preliminary Plat
 Application
 Letter of Intent
 Exhibit A Engineering Comments



Project Name: Glen Polk Addn
Minor Plat
Project: 22SANZON-0054

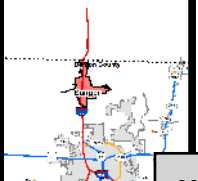


City Limits



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: 9/17/2022 5:34:09 PM
Doc Name: 22SANZON-0054_Glen Polk Addn Minor Plat



OWNERS DEDICATION:

WHEREAS M & G SANGER REAL ESTATE LLC IS THE OWNER OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUTATED IN THE HENRY TIERWESTER SURVEY, ABSTRACT NUMBER 1241, DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 10.42 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO M & G SANGER REAL ESTATE LLC AS RECORDED IN DOCUMENT NUMBER 2019-27076 OF THE REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE TRACT BEING DESCRIBED HEREIN, AT A CAPPED IRON ROD SET FOR CORNER AT THE NORTHWEST CORNER OF A CALLED 0.4735 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO THE STATE OF TEXAS AS RECORDED IN DOCUMENT NUMBER 138071 OF SAID REAL PROPERTY RECORDS, IN THE SOUTH LINE OF A CALLED 5.507 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO DORWIN LEE SARGENT JR. AS RECORDED IN VOLUME 1412, PAGE 383 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY TEXAS AND IN THE WEST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY 35;

THENCE WITH THE WEST LINE OF SAID 0.4735 ACRE TRACT, ALONG SAID WEST RIGHT OF WAY LINE FOR THE FOLLOWING THREE (3) CALLS AND DISTANCES:

SOUTH 00 DEGREES 39 MINUTES 26 SECONDS WEST A DISTANCE OF 184.41 FEET TO A CAPPED IRON ROD SET FOR CORNER;

SOUTH 10 DEGREES 32 MINUTES 59 SECONDS WEST A DISTANCE OF 101.42 FEET TO A PK NAIL FOUND FOR CORNER;

SOUTH 01 DEGREES 22 MINUTES 10 SECONDS WEST A DISTANCE OF 89.48 FEET TO A CAPPED IRON ROD FOUND LABELED TXDOT FOR THE SOUTHEAST CORNER HEREIN AND IN THE NORTH LINE OF A CALLED 30.96 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO HOLT TEXAS LTD AS RECORDED IN DOCUMENT NUMBER 2013-71958 OF SAID REAL PROPERTY RECORDS;

THENCE NORTH 88 DEGREES 19 MINUTES 03 SECONDS WEST WITH THE SOUTH LINE OF SAID 10.42 ACRE TRACT AND THE NORTH LINE OF SAID 30.96 ACRE TRACT A DISTANCE OF 1166.72 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE NORTHWEST CORNER OF SAID 30.96 ACRE TRACT AND IN THE EAST LINE OF A CALLED 50 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO PAC GROUP LTD. AS RECORDED IN DOCUMENT NUMBER 2001-071869 OF SAID REAL PROPERTY RECORDS;

THENCE NORTH 01 DEGREES 03 MINUTES 36 SECONDS EAST WITH THE EAST LINE OF SAID 50 ACRE TRACT A DISTANCE OF 361.40 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER AT THE NORTHEAST CORNER OF SAID 50 ACRE TRACT AND THE SOUTHWEST CORNER OF A 2.501 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO DANIEL R. WOLFE AND BRIANNA L. WOLFE AS RECORDED IN DOCUMENT NUMBER 2021-21494 OF SAID REAL PROPERTY RECORDS;

THENCE SOUTH 88 DEGREES 55 MINUTES 36 SECONDS EAST A DISTANCE OF 1182.52 FEET TO THE PLACE OF BEGINNING AND CONTAINING 9.936 ACRES OF LAND, MORE OR LESS.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT M & G SANGER REAL ESTATE LLC, THROUGH ITS DUALY SWORN REPRESENTATIVE, GLENN POLK, DOES HEREBY ADOPT THIS MINOR PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS SANGER GLENN POLK ADDITION, AN ADDITION TO 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 AGREE THAT HE/SHE SHALL MAINTAIN ALL EASEMENTS AD FACILITIES IN A STATE OF GOOD REPAIR AND FUNCTIONAL AT ALL TIMES IN ACCORDANCE WITH CITY CODES AND REGULATIONS. NO BUILDING, FENCES, TREES SHRUBS, OR OTHER IMPROVEMENTS MAY BE INSTALLED, IF APPROVED BY THE CITY OF SANGER. THE CITY OF SANGER AND PUBLIC UTILITIES SHALL HAVE THE RIGHT TO ACCESS AND MAINTAIN ALL RESPECTIVE EASEMENTS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

WITNESS MY HAND THIS _____ DAY
OF _____ 20____.

M & G SANGER REAL ESTATE LLC.
STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, THE UNDERSIGNED NOTARY IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED A REPRESENTATIVE OF M & G REAL ESTATE, KNOWN TO ME TO BE THE PERSON, WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS
____ DAY OF _____ 2022.

NOTARY PUBLIC IN THE STATE OF TEXAS.
MY COMMISSION EXPIRES _____

GLENN POLK
(REPRESENTATIVE)

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, THE UNDERSIGNED NOTARY IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED GLENN POLK, KNOWN TO ME TO BE THE PERSON, WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS
____ DAY OF _____ 2022.

NOTARY PUBLIC IN THE STATE OF TEXAS.

I, J.E. THOMPSON II, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY ON THE GROUND AND THAT ALL CORNERS ARE SET WITH 1/2" CAPPED IRON RODS OR FOUND AS INDICATED.

J.E. THOMPSON II R.P.L.S.
TEXAS REGISTRATION NO. 4857

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED J.E. THOMPSON II, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF
_____, 2022.

NOTARY PUBLIC, TEXAS



SURVEYOR
J.E. THOMPSON II
ALL AMERICAN SURVEYING
111 N. DIXON ST.
GAINESVILLE, TX 76240
PH. 940-665-9105

OWNER
M & G SANGER REAL ESTATE
4320 N INTERSTATE 35
GAINESVILLE, TX 76240
(972) 338-0344

LINE	BEARING	DISTANCE
L1	S 00°39'26" W	184.41'
L2	S 10°32'59" W	101.17'
L3	S 01°22'10" W	89.61'
L4	S 88°55'36" E	49.52'
L5	S 01°19'34" W	374.50'
L6	N 88°19'03" W	65.83'

LINETYPE LEGEND	
PROPERTY LINE =	---
EASEMENT LINES =	---
RECD LOT LINES =	---
ADJOINER LINES =	---
WATER LINE =	W
SEWER LINE =	SS
GAS LINE =	G
COMMUNICATIONS LINE =	---
OVERHEAD UTILITY =	---
ELECTRIC LINE =	E
ASPHALT ROAD =	---
GRAVEL ROAD =	---
FENCE LINES =	X

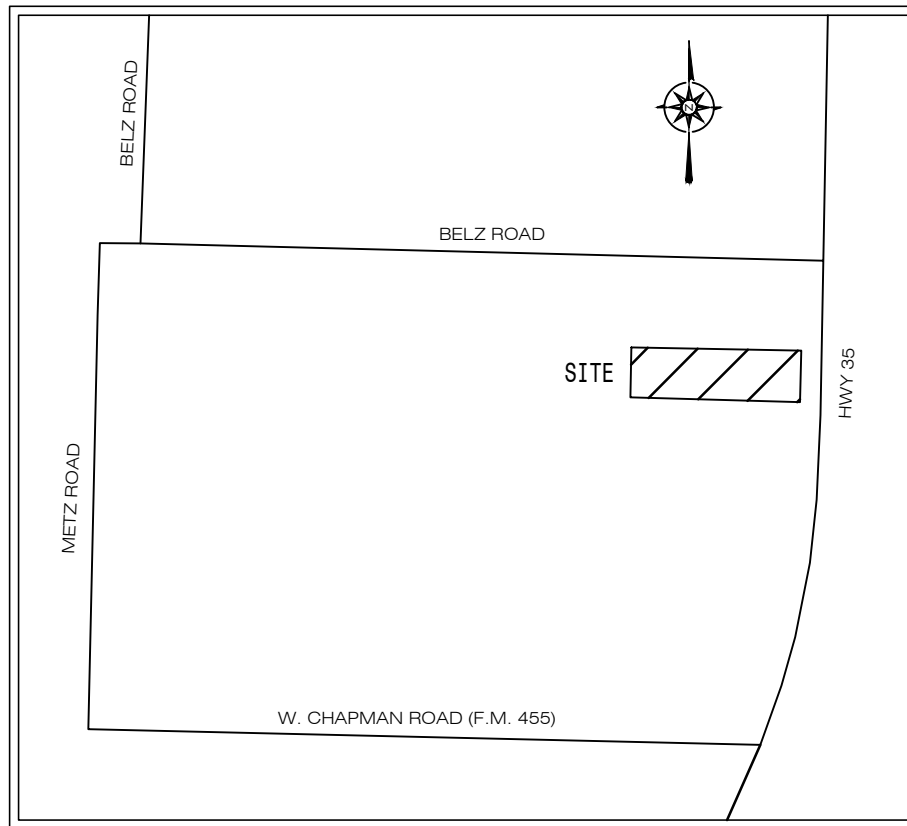
LEGEND	
● = PROPERTY CORNER	CM = CONTROL MONUMENT
⬮ = BEARING BASIS	FF = FINISHED FLOOR
☐ = TELEPHONE/UTILITY RISER (TR/UR)	MFOP = METAL FENCE CORNER POST
⊖ = BURIED CABLE MARKER (BCM)	WFOP = WOOD FENCE CORNER POST
⊙ = TELEPHONE MANHOLE (TMH)	PPUP = PLAT DEED CALLS
⌵ = POWER/UTILITY POLE (PPUP)	POB = POINT OF BEGINNING
⌵ = LIGHT POLE (LP)	R.O.W. = RIGHT-OF-WAY
⌵ = GUY WIRE (GUY)	D.E. = DRAINAGE EASEMENT
⌵ = ELECTRIC VAULT (VT)	E.E. = ELECTRIC EASEMENT
⌵ = ELECTRIC TRANSFORMER (TRAN)	U.E. = UTILITY EASEMENT
⌵ = WATER METER (WM)	W.E. = WATER EASEMENT
⌵ = WATER VALVE (WV)	P.U.E. = PUBLIC UTILITY EASEMENT
⌵ = FIRE HYDRANT (FH)	B.L. = BUILDING SETBACK LINE
⌵ = WATER MANHOLE (WMH)	A.E. = ACCESS EASEMENT
⌵ = BURIED PIPELINE MARKER (BPM)	F.L.E. = FIRELANE EASEMENT
⌵ = GAS METER (GM)	S.W.E. = SIDEWALK EASEMENT
⌵ = GAS VALVE/TEST STATION (GV/TS)	S.S.E. = SANITARY SEWER EASEMENT
⌵ = GAS WELL HEAD (WH)	IRF = IRON ROD FOUND
⌵ = PROPANE TANK (PT)	CIRF = CAPPED IRON ROD FOUND
⌵ = SEPTIC CLEANDOUT (C/O)	CIRS = CAPPED IRON ROD SET
⌵ = SEPTIC LID (SEPT)	PKF = PK NAIL FOUND
⌵ = SANITARY SEWER MANHOLE (SSMH)	PKS = PK NAIL SET
⌵ = STORM DRAIN MANHOLE (SDMH)	CON = CONCRETE SURFACE
⌵ = SIGN (SIGN)	ASF = ASPHALT SURFACE
⌵ = FLAGPOLE (FP)	GRV = GRAVEL SURFACE
⌵ = MAILBOX (MB)	
⌵ = ABSTRACT CORNER	

PRELIMINARY PLAT
LOT 1, BLOCK A
GLENN POLK ADDITION
9.936 ACRES
IN THE H. TIERWESTER SURVEY,
ABSTRACT NO. 1241
CITY OF SANGER,
DENTON COUNTY, TEXAS



DRAWN BY: T.E.P. DATE: 10/10/2022 JOB NO.: 22155-2 SCALE: 1" = 60' PAGE: 1 OF 1

111 N. DIXON ST.
GAINESVILLE, TX 76240
PH. 940-665-9105
TBPLS FIRM NO. 10049000



VICINITY MAP
(NOT TO SCALE)

GENERAL NOTES

- FLOOD STATEMENT: I HAVE EXAMINED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, TEXAS, COMMUNITY NUMBER 48121, EFFECTIVE DATE 04/18/11 AND THAT MAP INDICATES THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE-X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN" AS SHOWN IN PANEL 0210 G OF SAID MAP. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR 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.
- THIS PROPERTY IS WITHIN THE CITY OF SANGER.
- COORDINATES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, NORTH CENTRAL TEXAS, ZONE 4202 AND G.P.S. OBSERVATIONS (GRID).
- THIS PROPERTY IS NOT LOCATED IN THE LAKE RAY ROBERTS PLANNING AND ZONING JURISDICTION.
- ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT FREE OF FENCES, BUILDINGS, FOUNDATION, PLANTINGS AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY.
- BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTING THE FLOODWAY IS PROHIBITED.
- THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE PROPERTY WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS.
- ELEVATION OF BENCHMARK IS BASED ON N.A.V.D. 88 VERTICAL DATUM.
- THIS PROPERTY MAY BE SUBJECT TO CHANGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
- NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
- A DRIVEWAY CULVERT PERMIT MUST BE OBTAINED FROM CITY OF SANGER ROAD AND BRIDGE DEPARTMENT BY THE OWNER OF EACH LOT PRIOR TO THE CONSTRUCTION, INSTALLATION, OR PLACEMENT OF ANY DRIVEWAY ACCESS IMPROVEMENTS WITHIN THE DEDICATED RIGHT-OF-WAY.
- NO CONSTRUCTION, WITHOUT WRITTEN APPROVAL FROM CITY OF SANGER SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT, AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO FEET ABOVE THE 100-YEAR FLOOD ELEVATION.
- ALL PUBLIC IMPROVEMENTS AND DEDICATIONS SHALL BE FREE AND CLEAR OF ALL DEBT, LIENS, AND/OR ENCUMBRANCES.
- ALL LOT CORNER SET WITH 1/2 INCH REBAR WITH PLASTIC CAP LABELED RPLS #4857.
- CONSTRUCTION NOT COMPLETE WITHIN TWO YEARS OF THE COMMISSIONERS COURT APPROVAL SHALL BE SUBJECT TO CURRENT COUNTY SUBDIVISION RULES AND REGULATIONS.
- THE EASEMENTS AND PUBLIC USE AREAS, AS SHOWN ARE DEDICATED FOR THE PUBLIC USE FOREVER FOR THE PURPOSES INDICATED ON THE PLAT.
- NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTH SHALL BE CONSTRUCTED OR PLACED UPON, OVER OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE PLACED IN LANDSCAPE EASEMENTS EASEMENTS APPROVED BY THE CITY OF SANGER.
- THE CITY OF SANGER IS NOT RESPONSIBLE FOR REPLACING ANY IMPROVEMENTS IN, UNDER, OR OVER ANY EASEMENTS CAUSED BY MAINTENANCE OR REPAIR.
- UTILITY EASEMENTS MAY ALSO BE USED FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING THE SAME UNLESS THE EASEMENTS LIMITS THE USE TO PARTICULAR UTILITIES. SAID USE BY THE CITY OF SANGER AND THE PUBLIC UTILITIES BEING SUBORDINATE TO THE PUBLICS AND THE CITY OF SANGERS USE THEREOF.
- THE CITY OF SANGER AND THE PUBLIC UTILITIES SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS WHICH MAY IN ANY WAS ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF THEIR RESPECTIVE SYSTEMS IN THE EASEMENTS.
- THE CITY OF SANGER AND PUBLIC UTILITIES SHALL AT ALL TIMES HAVE THE FULL RIGHT OF INGRESS AND EGRESS TO OR FROM THEIR RESPECTIVE EASEMENTS FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, INSPECTING, PATROLLING, MAINTAINING READING METERS AND ADDING TO OR REMOVING ALL OR PARTS OF THEIR RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING PERMISSION FROM ANYONE.
- ALL MODIFICATIONS TO THIS DOCUMENT SHALL BE BY MEANS OF THE PLAT AND APPROVED BY THE CITY OF SANGER.
- ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF ZONING DISTRICT.
- THIS PROPERTY MAY BE SUBJECT TO CHANGES RELATED TO IMPACT FEES AND APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
- THE PURPOSE OF THIS PLAT IS TO CREATE ONE COMMERCIAL LOT.

APPROVED BY THE PLANNING & ZONING COMMISSION

ON THIS THE _____ DAY OF _____, 20____.

CHAIRPERSON, PLANNING & ZONING COMMISSION

CITY SECRETARY

APPROVED AND ACCEPTED

MAYOR, CITY OF SANGER

DATE

ATTESTED BY:

CITY SECRETARY, CITY OF SANGER

DATE



201 Bolivar Street/PO Box 1729 * Sanger, TX 76266
 940-458-2059(office) 940-458-4072(fax) www.sangertexas.org
SUBDIVISION APPLICATION

XX

Preliminary
Plat Minor
Plat

Final
Plat/Replat
Amended Plat

Vacating Plat
Conveyance
Plat

Applicant		Owner (if different from applicant)	
Name:	Glenn Polk	Name:	(same)
Company:	M & G Sanger Real Estate, LLC	Company:	
Address:	P O Box 677	Address:	
City, State, Zip:	Gainesville, TX 76241	City, State, Zip:	
Phone:	940.535.7800	Phone:	
Fax:	940.668.8921	Fax:	
Email:	gpolk@gpolk.com	Email:	

Submittal Checklist

X	Pre-Application Conference (Date: <u>06 / 07 / 2022</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)
na	Additional Required Documents/Traffic & Drainage Studies etc.
X	One (1) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development@sangertexas.org

Supporting Materials (List if provided): Per Checklist Above

R Number(s): _____

Owner's Signature

Glenn Polk

Applicant's Signature

Date

9-2-2022

Date

Office Use: Reviewed by Director of Development Services / /

Complete (Check # <u> </u>)
Incomplete (Returned to Applicant <u> </u> / <u> </u>)

City of Sanger
 201 Bolivar / P.O Box 1729
 Sanger, TX 76266

940-458-2059 (office)

940-458-4072 (fax)

www.sangertexas.org

Effective Date: 02/11/2020



PLAT LETTER OF INTENT

Greetings:

M & G Sanger Real Estate, LLC is the owner of the property generally known as Glenn Polk Chevrolet at 1405 North Stemmons in Sanger. The property is further defined as a 10.42 acre tract of land described in a deed to Jim McNatt Family. LP Inst# 2005-52477 R.P.R.D.C.T. Glenn Polk Chevrolet in Sanger is embarking on a new chapter. We are replacing our entire existing facility with a new, state of the art dealership. Our new facility is in the planning stages and we intend to begin on-site construction work in the fall of 2022. It will be built on the existing property immediately to the south of the existing building. Our new facility will be approximately 21,200 sq.ft. to 24,000 sq.ft. and will contain a new four-vehicle showroom; new-car and pre-owned sales and financing offices, management offices, customer amenity spaces, parts storage and sales and a new 16-bay service facility. The new service facility will include quick-service oil change/lube bays. We will have space for 130 cars in prime inventory spaces, parking for customers and employees, and additional space for over 100 additional vehicles in for service or in fleet inventory.

This new facility will bring approximately 15 new, high-paying jobs to the Sanger economy. We have completed rezoning of the property from Agricultural Zoning (A) to Commercial Zoning (B-2). We are now hereby requesting a Minor Plat of the property. We are not requesting any sort of subdivision or separation of the property into multiple lots, etc. The property will remain as one lot and will be occupied by the new Glenn Polk Chevrolet dealership.

We are hereby submitting these documents for platting and will follow with building plans as soon as practical.

Thank you for your consideration,

M & G Sanger Real Estate

A handwritten signature in black ink that reads "Glenn Polk".

Glenn Polk

DATE: 11/29/2022

ENGINEERING PLAT COMMENTS – Final Plat (Glenn Polk Addition)

Request is for a Final Plat of the Glenn Polk Addition, being approximately 10.418 acres, prepared by All American Surveying, submitted on 09/14/2022. Below are the comments that should be addressed prior to City Council approval. Resubmit the revised plat along with a response letter addressing all comments.

Engineering

Denial is recommended for the following reasons:

- There appears to be an existing public sanitary sewer line crossing the property. They need to show the existing easement (if it exists) or provide an easement.
- Their drainage plans state “Detention Area” but do not show how they are detaining and nor do they provide calculations to show the size of detention area needed. They cannot establish an easement until this has been finalized.
- The developer has not shown how they are discharging drainage onto adjacent property. They need to show these locations and provide calculations proving they are not causing downstream impacts. They may need to obtain downstream easements. We do not know until the engineering has been approved.
- There is an existing waterline on the property but they do not show an easement on their plat.



CITY COUNCIL COMMUNICATION

DATE: November 7, 2022

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on a Preliminary Plat of lots 1-23 and lots 1X and 2X Block A of Palomino Bay Addition, being 54.34 acres, located in the City of Sanger's ETJ, and generally located on the west side of Jones Road approximately 782 feet north of the intersection of FM 1190 and Jones Road.

SUMMARY:

- The applicant is proposing to create 23 single family lots and 2 open space lots.
- The lots will range in size from 2.0 acres to 2.687 acres.
- The applicant is dedicating 0.432 acres of right-of-way for Jones Road.
- The development will be a gated community.
- Each lot will have a minimum 125 feet of width at the front building line.
- The development meets the Lake Ray Roberts Zoning designation of R-2.
- The properties will have onsite septic and individual water wells. CoServ will provide the electric.
- The property is located in the City of Sanger's ETJ.
- The Planning and Zoning Commission recommended APPROVAL on October 10, 2022.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

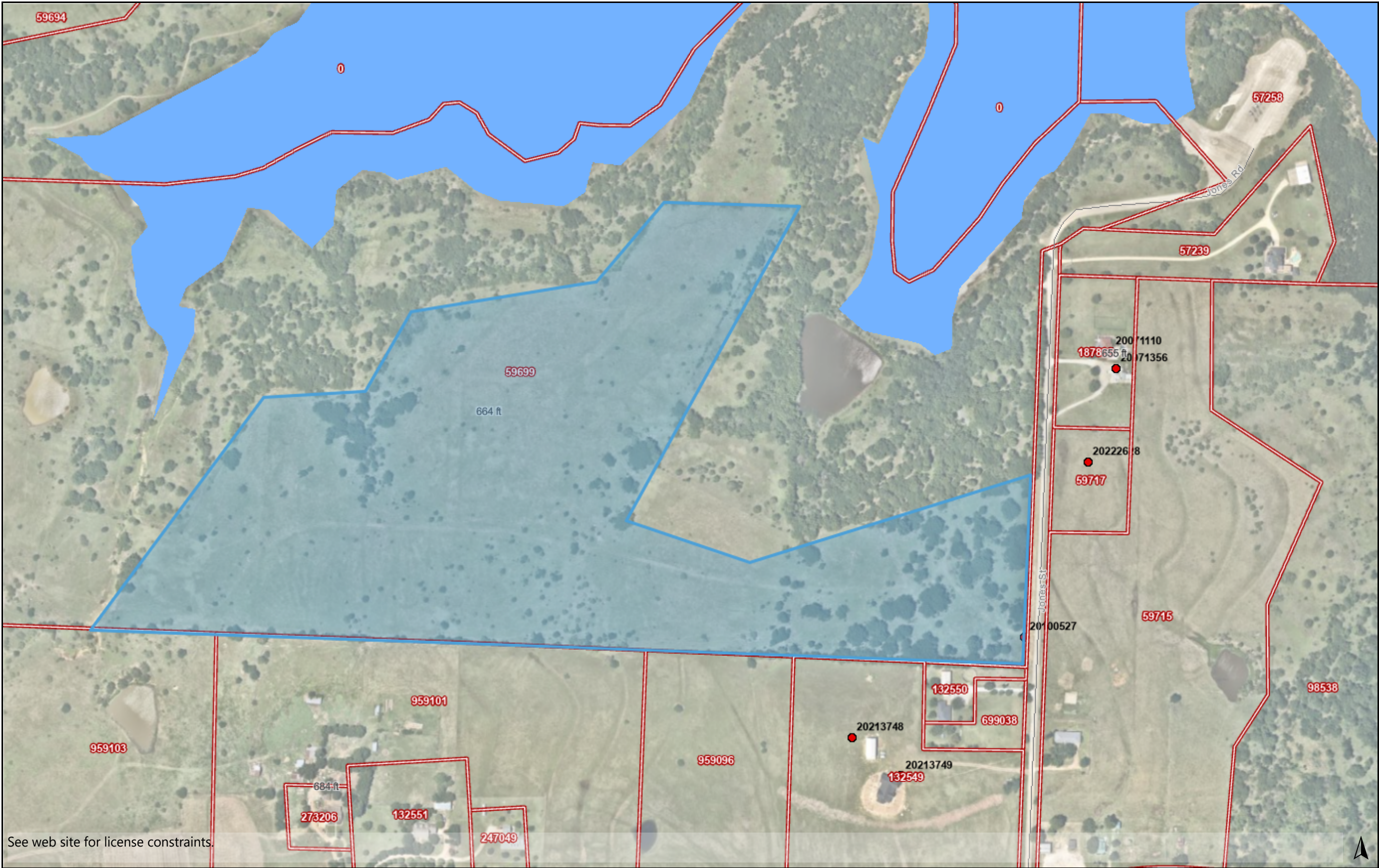
RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Location Map
Preliminary Plat
Application
Letter of Intent

Denton County Landmark Map

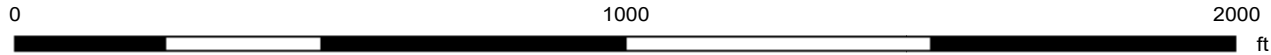


Legend

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

Notes

See web site for license constraints.



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

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

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

OWNER'S CERTIFICATION

STATE OF TEXAS
COUNTY OF DENTON

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

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

THENCE along the South property line of said called 249.343 acre tract, the North property line of said Monk tract, and the North property line of a tract of land described in a deed to Ross McNeill and Janet Hollingsworth as recorded in Instrument Number 2020-21255, R.P.R.D.C.T., North 88 degrees 27 minutes 34 seconds West, a distance of 466.92 feet to a 1/2" iron rod w/cap stamped "RPLS 4857" found for an angle point of said called 249.343 acre tract and said McNeill and Hollingsworth tract;

THENCE continuing along the South property line of said called 249.343 acre tract, the North property line of said McNeill and Hollingsworth tract, the North property line of a tract of land described in a deed to Joe Don Pirke as recorded in Instrument Number 2020-134888, R.P.R.D.C.T., the North property line of a tract of land described in a deed to Miracle 6, LLC as recorded in Instrument Number 2020-134890, R.P.R.D.C.T., and the North property line of a tract of land described in a deed to BITS1986, LLC as recorded in Instrument Number 2021-162634, R.P.R.D.C.T., North 88 degrees 27 minutes 46 seconds West, a distance of 2495.64 feet to a 1/2" iron rod w/cap stamped "KAZ" found on the South property line of same and the North property line of said BITS1986, LLC tract;

THENCE across said called 249.343 acre tract, North 01 degrees 26 minutes 06 second East, a distance of 66.96 feet to a 1/2" iron rod w/cap stamped "KAZ" found for an angle point;

THENCE continuing across said called 249.343 acre tract, North 29 degrees 46 minutes 36 seconds East, a distance of 291.16 feet to a 4" wood fence corner post found for a re-entrant corner of said called 249.343 acre tract and USA Tract Number 521-2 recorded in Volume 6, Page 139 of the Lis Pendens Records of Denton County, Texas (L.P.R.D.C.T.);

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

North 29 degrees 56 minutes 52 seconds East, a distance of 564.18 feet to a 1/2" iron rod found for corner;

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

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

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

North 32 degrees 33 minutes 58 seconds East, a distance of 264.47 feet to a 1/2" iron rod found for corner on the South line of USA Tract Number 520-1 recorded in Volume 1517, Page 107, R.P.R.D.C.T., for a re-entrant corner of said Tract 521-2;

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

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

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

South 63 degrees 28 minutes 27 seconds East, a distance of 539.86 feet to a 1000 Nail Found for corner;

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

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

OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT HWY 377 PARTNERS, LTD., DOES HEREBY ADOPT THIS PRELIMINARY PLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS **PALOMINO BAY ADDITION**, AN ADDITION IN DENTON COUNTY, TEXAS AND DOES HEREBY DEDICATE TO PRIVATE USE FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PRIVATE PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GARY HAZLEWOOD, OWNER DATE

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED GARY HAZLEWOOD, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF ____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF ____
COUNTY

MY COMMISSION EXPIRES ON ____

CERTIFICATE OF SURVEYOR

STATE OF TEXAS
COUNTY OF DENTON

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

KENNETH A. ZOLLINGER, REGISTERED PROFESSIONAL LAND SURVEYOR, No. 23312 DATE

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS ____ DAY OF ____, 2022.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES ____.

APPROVED FOR PREPARATION OF FINAL PLAT:

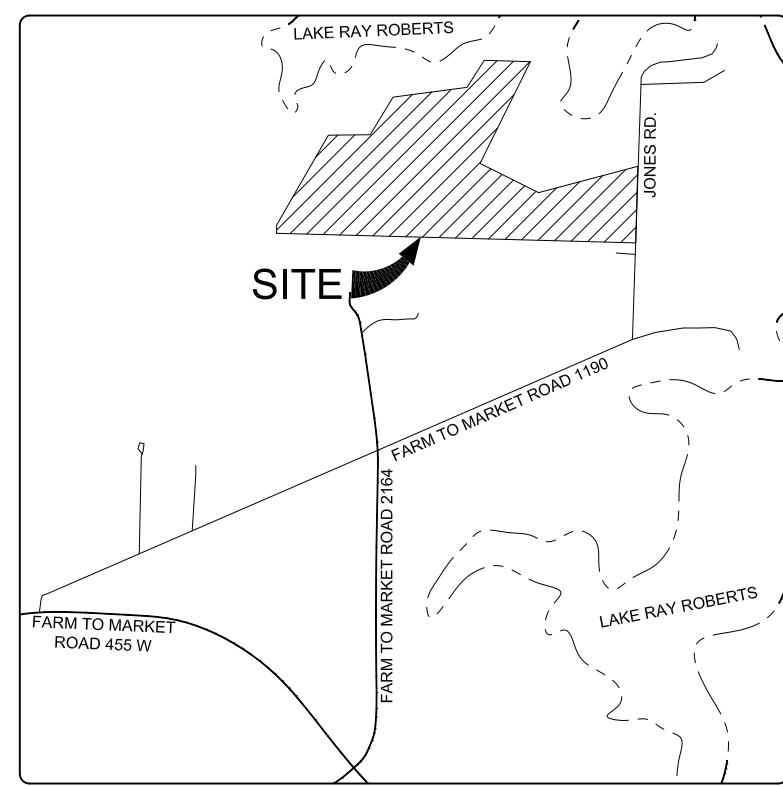
CITY OF SANGER, TX DATE
PLANNING AND ZONING COMMISSION

PRELIMINARY PLAT
LOTS 1-23 & LOTS 1X & 2X, BLOCK A
PALOMINO BAY ESTATES
ADDITION
23 RESIDENTIAL LOTS, 2 OPEN SPACE
LOTS AND 5.514-ACRES OF
RIGHT-OF-WAY DEDICATION
BEING 54.34 ACRES IN THE
JOHN MORTON SURVEY, ABSTRACT NUMBER 792
CITY OF SANGER EXTRATERRITORIAL JURISDICTION (ETJ),
DENTON COUNTY, TEXAS



1720 WESTMINSTER
DENTON, TX 76205
(940)382-3446
JOB NUMBER: 220318
DRAWN BY: DJH/ICI
DATE: 10-05-2022
R.P.L.S.
KENNETH A. ZOLLINGER

TX FIRM REGISTRATION # 10002100

VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

1. ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.

2. FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, COMMUNITY NUMBER 480774, EFFECTIVE DATE 4-18-2011, AND THAT MAP INDICATES AS SCALED, THAT A PORTION OF THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR), AND A PORTION OF THIS PROPERTY IS WITHIN "SHADED ZONE "X" DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD" AS SHOWN ON PANEL 90 G OF SAID MAP.

3. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE A PREVIOUSLY UNPLATTED TRACT INTO 23 RESIDENTIAL LOTS, TWO PRIVATE OPEN SPACE LOTS AND TWO 60' PRIVATE STREETS.

4. NOTE: BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.

5. THE SUBJECT TRACT SHOWN IS WITHIN "SANGER EXTRATERRITORIAL JURISDICTION" (ETJ).

6. ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.

7. THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES IF THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.

8. ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY.

9. NOTICE - SELLING A PORTION OF THIS ADDITION BY METES & BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

10. THIS PLAT DOES NOT ALTER OR REMOVE ANY EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.

11. MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD PLAIN.

12. ALL PRIVATE STREETS WILL BE OWNED AND MAINTAINED BY THE HOA/POA.

13. WATER IS TO BE PROVIDED BY INDIVIDUAL PRIVATE WELLS, AND SEWER IS TO BE PROVIDED BY INDIVIDUAL ON-SITE SEPTIC FACILITIES. BOTH ARE TO BE OWNED AND MAINTAINED BY THE INDIVIDUAL PROPERTY OWNER.

14. ELECTRIC SERVICE TO BE PROVIDED BY COSERV ELECTRIC, 7300 S. STEMMONS, CORINTH, TX 76210

15. NO NATURAL GAS SERVICE.

16. USPS CLUSTER MAILBOXES TO BE LOCATED ON LOT 1X, INSIDE THE GATE.

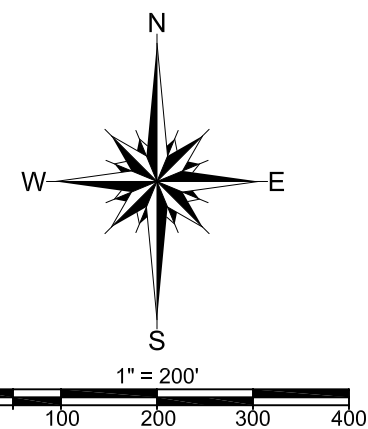
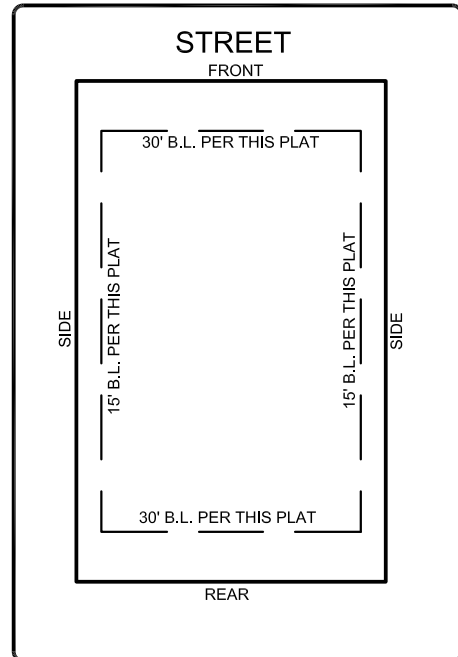
LAKE RAY ROBERTS LAND USE REGULATIONS

R-2 RESIDENTIAL ESTATE MEDIUM DENSITY DISTRICT

MIN. LOT AREA	2 ACRES/87,120 SQ. FT.
MIN. LOT WITH (@ FRONT BLDG. LINE)	125 FEET
MIN. LOT DEPTH	100 FEET
MIN. FRONT YARD	30 FEET
MIN. SIDE YARD	15 FEET/20 FEET FOR CORNER LOT ADJACENT TO STREETS
MIN. REAR YARD	30 FEET
MAX HEIGHT	35 FEET
REQUIRED PARKING	2 OFF-STREET PARKING SPACES PER DWELLING UNIT

LEGEND

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

STANDARD PROPOSED SET BACK LINES
(UNLESS OTHERWISE NOTED)

SURVEYOR:

KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76205
PHONE: (940) 382-3446
TBPLS FIRM #10002100

OWNER:

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

DEVELOPER:

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

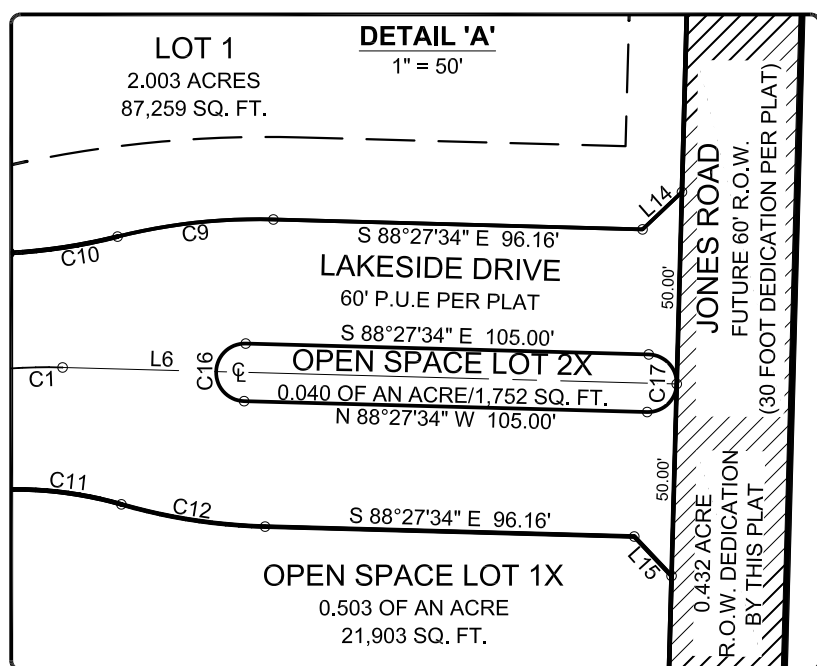
LINE	BEARING	DISTANCE
L1	N 01°26'06" E	66.96'
L2	N 29°46'36" E	291.16'
L3	N 89°25'27" E	345.12'
L4	N 31°15'39" E	363.29'
L5	N 32°33'58" E	264.47'
L6	N 88°27'34" W	160.00'
L7	N 26°52'40" W	85.83'
L8	N 45°26'52" E	50.05'
L9	N 63°07'20" E	150.84'
L10	N 30°18'40" E	72.38'
L11	S 71°52'40" E	14.14'
L12	S 16°42'42" W	13.81'
L13	S 01°32'14" W	5.00'
L14	N 46°33'55" E	14.15'
L15	N 43°28'05" W	14.14'
L16	N 88°26'58" W	70.00'
L17	N 88°27'44" W	21.05'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	150.00'	108.41'	106.06'	S 70°50'12" W	41°24'30"
C2	150.00'	108.40'	106.05'	S 70°50'05" W	41°24'17"
C3	650.00'	890.54'	822.51'	N 49°12'49" W	78°29'55"
C4	500.00'	147.60'	147.06'	N 19°25'15" W	16°54'49"
C5	300.00'	204.16'	200.25'	N 64°56'38" E	38°59'32"
C6	350.00'	341.00'	327.67'	N 56°31'44" E	55°49'21"
C7	350.00'	210.78'	207.61'	N 45°52'12" E	34°30'17"
C8	400.00'	229.07'	225.95'	N 46°43'00" E	32°48'40"
C9	150.00'	40.95'	40.82'	S 93°43'11" W	15°38'31"
C10	150.00'	28.64'	28.60'	S 81°22'08" W	10°56'25"
C11	100.00'	70.77'	69.30'	N 85°46'20" E	40°32'55"
C12	150.00'	37.98'	37.87'	S 81°12'23" E	14°30'21"
C13	310.00'	173.87'	171.60'	S 75°28'58" W	32°08'08"
C14	180.00'	106.52'	105.13'	S 75°28'35" W	32°07'23"
C15	60.00'	193.79'	119.88'	S 63°51'54" E	185°09'26"
C16	7.50'	23.56'	15.00'	N 01°32'26" E	180°00'00"
C17	7.50'	23.56'	15.00'	N 01°32'26" W	180°00'00"

LOT INFORMATION

LOT NO.	ACREAGE	SQUARE FOOTAGE	LOT WIDTH AT FRONT BUILDING LINE
1	2.003	87,259	104.72'
2	2.005	87,320	206.72'
3	2.002	87,212	213.08'
4	2.002	87,216	260.92'
5	2.000	87,124	287.32'
6	2.003	87,252	273.79'
7	2.001	87,143	365.96'
8	2.131	92,805	428.96'
9	2.687	117,032	125.12'
10	2.073	90,279	139.88'
11	2.013	87,699	310.97'
12	2.040	88,942	175.10'
13	2.045	89,059	217.00'
14	2.056	89,546	232.95'
15	2.219	96,648	181.77'
16	2.033	88,550	182.36'
17	2.493	108,602	131.10'
18	2.113	92,034	125.15'
19	2.043	89,005	347.81'
20	2.056	89,538	196.76'
21	2.051	89,334	618.17'
22	2.036	88,694	231.56'
23	2.220	96,719	341.76'

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SUBDIVISION APPLICATION

☒ Preliminary
Plat Minor
Plat

☐ Final
Plat/Replat
Amended Plat

☐ Vacating Plat
Conveyance
Plat

Applicant	Owner (if different from applicant)
Name: <u>Hwy 377 Partners Ltd.</u>	Name: <u>same</u>
Company: <u>same</u>	Company:
Address: <u>1000 Texan Trail, Suite 200</u>	Address
City, State, Zip: <u>Grapevine TX 76051</u>	City, State, Zip:
Phone: <u>817-416-4843</u>	Phone:
Fax: <u>—</u>	Fax:
Email: <u>cbaker@westwoodland.com</u>	Email:

Submittal Checklist

<input checked="" type="checkbox"/>	Pre-Application Conference (Date: <u>8 / 15 / 22</u>)
<input checked="" type="checkbox"/>	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
<input checked="" type="checkbox"/>	Letter of Intent
<input checked="" type="checkbox"/>	Non-Refundable Application Fee (Check Payable to City of Sanger)
<input checked="" type="checkbox"/>	Application Form (Signed by Owner)
<input checked="" type="checkbox"/>	Applicable Plat Checklist (Completed)
<input checked="" type="checkbox"/>	Additional Required Documents/Traffic & Drainage Studies etc.
<input checked="" type="checkbox"/>	One (1) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development@sangertexas.org

Supporting Materials (List if provided): Preliminary Drainage Plan / Topo

R Number(s): 59699

Owner's Signature

Date

Applicant's Signature

Date

Office Use: Reviewed by Director of Development Services / /

Complete (Check # <u> </u>)
Incomplete (Returned to Applicant <u> </u> / <u> </u>)

City of Sanger
201 Bolivar Street, PO Box 1729
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SUBDIVISION PACKET

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

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

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

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

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



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

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

SUBDIVISION PROCEDURE

The process for subdividing land involved the following steps:

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



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5. Planning & Zoning Commission: The Planning & Zoning Commission will consider the plat at a regular meeting. The meeting date will be determined at the time of application filing. Staff will recommend approval of the project only if all of staff's comments have been addressed prior to P&Z meeting. If the plat is approved, it will be forwarded to the City Council. If the plat is denied, applicant may resubmit a response addressing all of staff's comments prior to City Council meeting date.

6. City Council: The City Council will consider the plat at a regular meeting. The meeting date will be determined at the time of application filing. Staff will recommend approval of the project only if all of staff's comments have been addressed prior to City Council meeting. City Council's action will be final. If the plat is denied, staff will provide written statement with specific reasons for disapproval. The applicant may resubmit a response satisfying all reasons for disapproval. Upon resubmittal of the applicant's response, City will have 15 days to either approve or deny the plat. If plat is denied again, the applicant will be required to start a new application. If approved, applicant may schedule a pre-construction meeting with City staff.

7. Filing for Recordation: Following approval by the City Council, and construction and acceptance of any required public improvements, the plat will be signed by the P&Z Chairman, Mayor, sealed by the City Secretary, and filed for record with Denton County. A Plat Execution Package containing the following must be provided to the Development Services to file the plat for record with Denton County:
 - a. three (3) full-sized (24"x36") notarized copies of the plat with all signatures (except P&Z Chairman, Mayor and City Secretary), seals, stamps or other validation/certifications of work as applicable in accordance with State law and local requirements, folded to 8.5"x11" with the title block facing outwards;
 - b. recent original certified & sealed tax certificates showing \$0.00 amount due;
 - c. \$100.00 plat filing fee;

Note: Preliminary Plats are not filed for record

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



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SUBMITTAL REQUIREMENTS & PROCESS

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

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

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

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

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

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

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

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



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PRELIMINARY PLAT CHECKLIST

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

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



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☒ Existing Features:

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

PRELIMINARY PLAT CHECKLIST (cont.)

☒ New Features:

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

☒ Table showing the following information:

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



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940-458-2059(office) 940-458-4072(fax) www.sangertexas.org

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

The following notice shall be placed on the face of each preliminary plat by the subdivider:
"Preliminary Plat for Review Purposes Only"

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

subdivider: Approved for Preparation of Final Plat

City of Sanger, TX
Planning & Zoning Commission

Date

HWY 377 PARTNERS LTD.

September 6, 2022

City of Sanger
Ramie Hammonds, Director of Development Services
201 Bolivar
Sanger, TX

Re: Letter of Intent – Preliminary Plat for Palomino Bay

Dear Ramie,

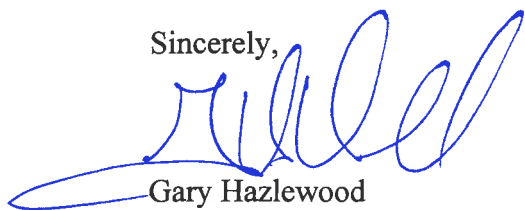
We respectfully submit the attached preliminary plat application for review by the City of Sanger.

Palomino Bay is proposed to be a 23-lot gated community with private streets in Sanger's ETJ and Denton County. Each lot will be a minimum of 2 net acres to meet the Lake Ray Roberts Zoning designation of R-2 and the septic requirements of the County. Access will be provided from Jones Road at the eastern property boundary. The properties will be served by individual water wells and aerobic septic systems. CoServ will provide electricity to the site. We intend for this to be a high-quality lakeview community.

- Subdivider/Owner: Hwy 377 Partners, Ltd. located at 1000 Texan Trail, Suite 200 Grapevine, TX 76051. Gary Hazlewood, Owner
- Surveyor: Kaz Surveying – Gerald Dyer – 940-382-3446
- Engineer: EIKON Consulting Group, LLC – David K. Isbell, P.E. – 940-458-7503
- Point of Contact: Clint Baker / 817-416-4843 / cbaker@westwoodland.com

Please process this preliminary plat & application for approval by the appropriate bodies.

Sincerely,



Gary Hazlewood
Hwy 377 Partners, Ltd.
817-404-9732