

# **CITY COUNCIL**

## **MEETING AGENDA**

**MAY 19, 2025, 7:00 PM**

**CITY COUNCIL REGULAR MEETING**

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



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

### **INVOCATION AND PLEDGE**

### **CITIZENS COMMENTS**

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

### **SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**

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

- [1.](#) Recognize the winners of the 2025 Citywide Art competition.

### **REPORTS**

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

2. Annual Presentation for the Police Department

### **DISCUSSION ITEMS**

- [3.](#) Discussion regarding the transition from standard meeting minutes to an action-oriented minutes format.

### **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 Interlocal Cooperation Agreement for shared Governance Communications and Dispatch Services System with the Denton County Sheriff's Office and the City of Sanger, Denton County, Texas.
- [5.](#) Consideration and possible action on Interlocal Cooperation Agreement between Denton County and the City of Sanger Police and Fire Departments for the use of Denton County Radio Communications System.
- [6.](#) Consideration and possible action on a Voluntary Advance Funding Agreement (AFA) with TXDOT for improvements along IH 35 at FM 455 (CSJ 0195-02-076), and authorizing the City Manager to execute the agreement and all necessary documents.
- [7.](#) Consideration and possible action on a request to increase the City's authorized water demand with Upper Trinity Regional Water District for the Water Year beginning June 1, 2025 and authorize the City Manager to execute the request form.
- [8.](#) Consideration and possible action on contract with Reynolds Asphalt & Construction Co. to perform pavement resurfacing services in an amount not to exceed \$586,891.00 and authorize the City Manager to execute said contract
- [9.](#) Consideration and possible action to issue the notice to proceed with Jennifer Court cul-de-sac project.
- [10.](#) Consideration and possible action on Ordinance No. 05-11-25 creating a construction work zone and temporarily reducing the rate of speed to 45 miles per hour for vehicles north and south-bound I-35 frontage roads, within the corporate limits of the City of Sanger, as set out in this ordinance; and, temporarily amending Chapter 12 Traffic and Vehicles, Article 12.500 Speed Limits, Section 12.505 Special Speed Zones, concurring with the Texas Department of Transportation to reduce the speed limit in two construction zones.
- [11.](#) Consideration and possible action on the minutes from the May 5, 2025, meeting.
- [12.](#) Consider an Interlocal Cooperation Agreement for Property Tax Assessment and Collection between Denton County and the City of Sanger.
- [13.](#) Consideration and possible action on a Final Plat of B & A Roberts Addition, being approximately 5.108 acres of land described as A0801A WM Mason, TR 24, within the City of Sanger's ETJ, generally located along Lois Road and approximately 1526 feet west of N Stemmons Frwy.

## **ACTION ITEMS**

- [14.](#) Consideration and possible action on a Final Plat of Blue Star Industrial Second Addition, being approximately 14.86 acres of land described as A0725A S.F. LYNCH, TR 14 and 14A(PT), within the City of Sanger, generally located along N Stemmons Frwy and approximately 774 feet north of the intersection of View Rd loop.



- [15.](#) Consideration and possible action on a Preliminary Plat of Sanger Daycare Addition, being approximately 5.070 acres of land described as MARY H SHIRLEY BLK 14(S PT), 15, and A1241A TIERWESTER, TR 276, generally located on the east side of 2nd Street approximately 142 feet north of Jackilu Street.
- [16.](#) Consideration and possible action to electing a Mayor Pro-Tem in accordance with the Charter, Article III, City Council, Section 3.02.

## **FUTURE AGENDA ITEMS**

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

## **INFORMATIONAL ITEMS**

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

[17.](#) Republic Services Waste Report - March 2025 UPDATED

[18.](#) Republic Services Waste Report - April 2025

## **ADJOURN**

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

## **CERTIFICATION**

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on May 14, 2025, at 3:00 PM.

**/s/Kelly Edwards**  
Kelly Edwards, City Secretary

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



## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

**FROM:** Donna Green, Director of Marketing and Civic Engagement  
Laura Klenke, Director of Library Services

**AGENDA ITEM:** Recognize the winners of the 2025 Citywide Art competition.

**SUMMARY:**

- March was National Youth Art Month.
- Youth Art Month promotes art and art education in the United States.
- To help celebrate and bring awareness to the importance of art, the City held our third annual art competition allowing residents of all ages to submit their art for display at the Sanger Public Library throughout the month of April.
- More than 100 pieces of art were submitted.
- City employees and residents were asked to vote for their favorite artist in each age group.
- Tonight, we celebrate our winners.

**FISCAL INFORMATION:**

Budgeted: Yes

Amount:

GL Account: 31-5226

**RECOMMENDED MOTION OR ACTION:**

Recognition and awards to the winners.

**ATTACHMENTS:**



## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

**FROM:** Kelly Edwards, City Secretary

**AGENDA ITEM:** Discussion regarding the transition from standard meeting minutes to an action-oriented minutes format.

**SUMMARY:**

- During Ms. Taber's tenure, minutes were compiled in an action format with details as necessary.
- During Ms. Price's tenure, the minutes were compiled in great detail, along with lengthy discussions.
- When I began, I streamlined the meeting minutes to focus on key topics during discussion and established a standardized format for staff presentations.
- As the Council continues to increase transparency, allowing meetings to be videoed and posted publicly, detailed minutes are no longer necessary.

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Approve moving to an action minute format.

**ATTACHMENTS:**

City Council ACTION minutes  
City Council standard minutes

# ACTION MINUTES

Item 3.

## CITY COUNCIL

## MEETING MINUTES

**MAY 05, 2025, 6:00 PM**



**CITY COUNCIL REGULAR MEETING**

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

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

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

### **COUNCILMEMBERS PRESENT**

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

### **COUNCILMEMBERS ABSENT**

None

### **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Lt. Justin Lewis, and Police Chief Tyson Cheek.

### **EXECUTIVE SESSION**

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

Section 551.074. PERSONNEL MATTERS

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

- City Attorney

Council reconvened into open session at 6:00 p.m.

# ACTION MINUTES

Item 3.

## RECONVENE INTO WORK SESSION

Council reconvened into work session at 7:38 p.m.

No action taken.

## OVERVIEW OF ITEMS ON THE REGULAR AGENDA

No additional discussion.

## ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 7:38 p.m.

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

Mayor Muir called the regular meeting to order at 7:42 p.m.

## COUNCILMEMBERS PRESENT

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

## COUNCILMEMBERS ABSENT

None

## STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, and Police Chief Tyson Cheek.

## INVOCATION AND PLEDGE

Mayor Muir 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 April 11, 2025, meeting.
2. Consideration and possible action on the minutes from the April 21, 2025, meeting.
3. Consideration and possible action on the Resolution 2025-05, Relating to Texas House Bill 19 pending in the 89th regular session of the Texas State Legislature.
4. Consideration and possible action authorizing the filming of City Council meetings under the current agreement with Duran Photography.

Mayor Muir requested to remove Items 1 and 4 for additional discussion.

Motion to approve Items 2 and 3 of the consent agenda.

Motion: Bilyeu  
Second: Barrett  
Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.  
Nays: None  
Motion passed unanimously.

Motion to approve Item 1 with the edits to add a comma and the word and to the sentence for Item 5 of the minutes.

Motion: Bilyeu  
Second: Barrett  
Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.  
Nays: None  
Motion passed unanimously.

Motion to approve Item 4 filming meetings through September 2025.

Motion: Bilyeu  
Second: Gann  
Ayes: Barrett, Bilyeu, Dillon, and Gann.  
Nays: Chick  
Motion passed 4-1-0.

# ACTION MINUTES

## OR IF NO ADDITIONAL DISCUSSION

Motion to approve the consent agenda as presented.

Motion: Bilyeu

Second: Barrett

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

Nays: None

Motion passed unanimously.

## ACTION ITEMS

5. Consideration and possible action on a Preliminary Plat of Elada Addition, being approximately 306.356 acres of land described as 60 acres described as A1241A TIERWESTER, TR 4 and 246.36 acres described as A1241A TIERWESTER, within the City of Sanger, and generally located north of Belz Rd approximately 1035 feet of the intersection of I-35 and Belz Rd.

Motion to deny as no zoning has been established and comments have not been satisfied.

Motion: Bilyeu

Second: Barrett

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

Nays: None

Motion passed unanimously.

## FUTURE AGENDA ITEMS

Councilmember Chick requested an update on the Housing Study.

## EXECUTIVE SESSION

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### Section 551.074. PERSONNEL MATTERS

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

- City Attorney

# ACTION MINUTES

## RECONVENE INTO REGULAR SESSION

Council did not convene back into executive session.

Motion to authorize the Mayor to negotiate and execute an engagement agreement with Gannaway & Clifton firm, if they are not available to engage with Brown & Hofmeister firm for professional legal services relating to the specific matters discussed in executive session; that the compensation and other terms be as negotiated by the Mayor; that the engagement remain in effect until the matter is fully resolved; and that all reporting conform to Resolution 2024.

Motion: Bilyeu

Second: Barrett

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

Nays: None

Motion passed unanimously.

## INFORMATIONAL ITEMS

6. ATMOS Rider GCR - Rate Filing under Docket No. 10170 - April 24, 2025
7. Financial Statement March 31, 2025

## ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 8:07 p.m.

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Thomas E. Muir, Mayor

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Kelly Edwards, City Secretary



# **CITY COUNCIL MEETING MINUTES**

**MAY 05, 2025, 6:00 PM**

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



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

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

## **COUNCILMEMBERS PRESENT**

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

## **COUNCILMEMBERS ABSENT**

None

## **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Lt. Justin Lewis, and Police Chief Tyson Cheek.

## **EXECUTIVE SESSION**

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

Section 551.074. PERSONNEL MATTERS

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

- City Attorney

Council reconvened into open session at 6:00 p.m.

## **RECONVENE INTO WORK SESSION**

Council reconvened into work session at 7:38 p.m.

No action taken.

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

No additional discussion.

## **ADJOURN THE WORK SESSION**

There being no further business, Mayor Muir adjourned the work session at 7:38 p.m.

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

Mayor Muir called the regular meeting to order at 7:42 p.m.

## **COUNCILMEMBERS PRESENT**

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

## **COUNCILMEMBERS ABSENT**

None

## **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, and Police Chief Tyson Cheek.

## **INVOCATION AND PLEDGE**

Mayor Muir 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 April 11, 2025, meeting.
2. Consideration and possible action on the minutes from the April 21, 2025, meeting.
3. Consideration and possible action on the Resolution 2025-05, Relating to Texas House Bill 19 pending in the 89th regular session of the Texas State Legislature.
4. Consideration and possible action authorizing the filming of City Council meetings under the current agreement with Duran Photography.

Mayor Muir requested to remove Items 1 and 4 for additional discussion.

Motion to approve Items 2 and 3 made by Councilmember Barrett, Seconded by Councilmember Bilyeu.

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

Nays: None

Motion passed unanimously.

Motion to approve Item 1 with the edits to add a comma and the word and to the sentence for Item 5 of the minutes made by Councilmember Barrett, Seconded by Councilmember Bilyeu.

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

Nays: None

Motion passed unanimously.

Discussion ensued regarding using the City's current videographer in video meetings, the cost to record, videoing meetings for a specific timeframe, and gauging the public's interest by the number of views.

Motion to approve Item 4 filming meetings through September 2025 made by Councilmember Barrett, Seconded by Councilmember Gann.

Ayes: Barrett, Bilyeu, Dillon, and Gann.

Nays: Chick

Motion passed 4-1-0.

## ACTION ITEMS

5. Consideration and possible action on a Preliminary Plat of Elada Addition, being approximately 306.356 acres of land described as 60 acres described as A1241A TIERWESTER, TR 4 and 246.36 acres described as A1241A TIERWESTER, within the

City of Sanger, and generally located north of Belz Rd approximately 1035 feet of the intersection of I-35 and Belz Rd.

Director Hammonds provided an overview of the item, stating that the property had not been zoned, that all comments had not been satisfied, and that staff recommends denial.

Motion to deny as no zoning has been established and comments have not been satisfied made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

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

Nays: None

Motion passed unanimously.

## **FUTURE AGENDA ITEMS**

Councilmember Chick requested an update on the Housing Study.

## **EXECUTIVE SESSION**

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

Section 551.074. PERSONNEL MATTERS

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- City Attorney

## **RECONVENE INTO REGULAR SESSION**

Council did not convene back into executive session.

Motion to authorize the Mayor to negotiate and execute an engagement agreement with Gannaway & Clifton firm, if they are not available to engage with Brown & Hofmeister firm for professional legal services relating to the specific matters discussed in executive session; that the compensation and other terms be as negotiated by the Mayor; that the engagement remain in effect until the matter is fully resolved; and that all reporting conform to Resolution 2024-11 made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

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

Nays: None

Motion passed unanimously.

### **INFORMATIONAL ITEMS**

6. ATMOS Rider GCR - Rate Filing under Docket No. 10170 - April 24, 2025
7. Financial Statement March 31, 2025

### **ADJOURN**

There being no further business, Mayor Muir adjourned the meeting at 8:07 p.m.

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Thomas E. Muir, Mayor

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Kelly Edwards, City Secretary



## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

**FROM:** Tyson Cheek, Chief of Police

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

**SUMMARY:**

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

**FISCAL INFORMATION:**

Budgeted: Yes      Amount: \$70,103.18   GL Account: 20-5460 / 24-5460

Fire Department Annual Cost:      \$19,628.94

Police Department Annual Cost:      \$50,474.24

Total Cost: \$70,103.18

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval

**ATTACHMENTS:**

Interlocal Cooperation Agreement

STATE OF TEXAS           §  
    §  
 COUNTY OF DENTON       §

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

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

Name of Agency:   City of Sanger Fire & Police Departments

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

3.     **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2025** and ending on **September 30, 2026**.

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

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

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

Agency workload percentages are calculated by:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DENTON COUNTY, TEXAS

## AGENCY

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

\_\_\_\_\_  
 Thomas E. Muir, Mayor  
 City of Sanger  
 P. O. Box 1729  
 Sanger, TX 76266  
 940-458-7930

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to content:

Approved as to content:

\_\_\_\_\_  
 Denton County Sheriff's Office

\_\_\_\_\_  
 David Pennington, Fire Chief

\_\_\_\_\_  
 Tyson Cheek, Police Chief

Approved as to form:

Approved as to form:

\_\_\_\_\_  
 Assistant District Attorney  
 Counsel to the Sheriff

\_\_\_\_\_  
 Attorney for Agency

## Exhibit A

**2025-26 Budget Year**  
**Denton County Sheriff's Office**  
**911 Dispatch Agreement**  
**Agency Payment Worksheet / Invoice**

Agency: City of Sanger Fire and Police Departments  
 Payment Contact Person(s): Chief Tyson Cheek, Chief  
 Pennington, and/or Clayton Gray  
 Phone Number: 940-458-7930  
 Email: [t.cheek@sangertexas.org](mailto:t.cheek@sangertexas.org)  
[dpennington@sangertexas.org](mailto:dpennington@sangertexas.org)  
[cgray@sangertexas.org](mailto:cgray@sangertexas.org)  
 Address: P.O. Box 1729  
 City, State, Zip: Sanger, TX 76266

	\$50,474.24	PD
	\$19,628.94	FD
<b>AGENCY TOTAL AMOUNT DUE</b>	<b>\$70,103.18</b>	

**THIS INVOICE/WORKSHEET SHOULD BE INCLUDED WITH YOUR PAYMENT**

Makes checks payable to: Denton County

911 Dispatch Agreement Payments  
 Denton County Sheriff's Office

Mail Payments to: Attn: Sherry Cochran  
 127 N. Woodrow Lane  
 Denton, Texas 76205

Payment Plan Options	One Annual Payment (100%)	<input type="checkbox"/>
	Two Payments (50%)	<input type="checkbox"/>
	Four Payments (25%)	<input type="checkbox"/>
	Tweleve Monthly Payments	<input type="checkbox"/>

**Agency MUST select one payment option**

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)**  
**NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2025-2026**

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

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

**DENTON COUNTY SHERIFF'S OFFICE**

**AGENCY**

Signature: \_\_\_\_\_

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

By: **Tyson Cheek**

Title: **Chief of Police**

Date: \_\_\_\_\_



## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

**FROM:** Tyson Cheek, Chief of Police

**AGENDA ITEM:** Consideration and possible action on Interlocal Cooperation Agreement between Denton County and the City of Sanger Police and Fire Departments for the use of Denton County Radio Communications System.

**SUMMARY:**

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

**FISCAL INFORMATION:**

Budgeted: Yes      Amount: \$4,944.00    GL Account: 20-5460 / 24-5460

Fire Department Annual Cost:      \$2,736.00

Police Department Annual Cost:      \$2,208.00

Total Cost: \$4,944.00

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval

**ATTACHMENTS:**

Interlocal Cooperation Agreement

## **INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF SANGER POLICE AND FIRE DEPARTMENTS FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM**

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Sanger, Texas, a home-rule municipality, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

**WHEREAS**, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

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

**WHEREAS**, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

**WHEREAS**, Sanger wishes to use certain portions of the System for its governmental operations; and

**WHEREAS**, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

**WHEREAS**, Sanger and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:



## I.

### DEFINITIONS

*“Assignee”* means the City employee assigned to a specific Subscriber Unit.

*“Communications System”* or *“System”* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

*“Coordinating Committee”* means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

*“Infrastructure Management Committee”* means the committee that is responsible for the administration and operation of the Communications System.

*“Subscriber Units”* means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

*“Talk Group”* means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

*“Technical Committee”* means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

*“User”* means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

## II.

### TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1<sup>st</sup> day of October, 2025, and ending on the 30<sup>th</sup> day of September, 2026. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

### III.

#### OBLIGATIONS OF CITY OF SANGER

3.1 Sanger shall use the System in accordance with this Agreement to provide integration of communications by Sanger between its Users on the System for governmental operations.

3.2 When using the System, Sanger shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Sanger uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Sanger will also abide by the User rules of those Talk Groups.

3.3 Sanger must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Sanger is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Sanger is responsible for all programming of City-owned Subscriber Units.

3.5 Sanger shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Sanger, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Sanger shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

#### IV.

##### OBLIGATIONS OF THE COUNTY

4.1 The County will allow Sanger to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Sanger. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Sanger Talk Groups nor make changes to the Sanger radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

#### V.

##### FEEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** and **Exhibit B**, which are attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1<sup>st</sup>, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Sanger before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1<sup>st</sup> of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will

be calculated based on the number of Subscriber Units in service on the radio system as of May 1<sup>st</sup> of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

## VI.

### PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

## VII.

### TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

## VIII.

### RELEASE AND HOLD HARMLESS

**TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.**

**IX.****IMMUNITY**

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

**X.****ASSIGNMENT**

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Sanger also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

**XI.****ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Denton County and Sanger and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Sanger. This Agreement may be amended only by written instrument signed by Denton County and Sanger.

**XII.****NOTICES**

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	City of Sanger Fire and Police Departments
Contact Person:	Clayton Cray, Chief Financial Officer
Address:	502 Elm Street
Mailing Address:	P. O. Box 1729
City, State, Zip:	Sanger, TX 76266
Telephone:	940-458-7930
Email:	<a href="mailto:finance@sangertexas.org">finance@sangertexas.org</a>

**XIII.****AUTHORITY TO SIGN**

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

**XIV.****SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

**XV.****VENUE**

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 Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

**XVI.****INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

**XVII.****REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XVIII.****SUCCESSORS AND ASSIGNS**

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

**EXECUTED** duplicate originals on the dates indicated below:

**SIGNED AND AGREED BY THE CITY OF SANGER, TEXAS:**

**BY:**

\_\_\_\_\_  
Thomas E. Muir, Mayor  
City of Sanger  
P. O. Box 1729  
Sanger, TX 76266  
940-458-7930

Date: \_\_\_\_\_

Approved as to content:

\_\_\_\_\_  
David Pennington, Fire Chief

\_\_\_\_\_  
Tyson Cheek, Chief of Police

Approved as to form:

\_\_\_\_\_  
Attorney for Agency



**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON  
COUNTY, TEXAS:**

**BY:**

\_\_\_\_\_  
Andy Eads, County Judge  
Denton County Commissioners Court  
1 Courthouse Drive, Ste 3100  
Denton, Texas 76201  
(940)349-2820

Date: \_\_\_\_\_

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

**Exhibit A**

**Denton County Sheriff's Office  
Consolidated Radio Communications System Agreement**

**FY25-26 Agency Payment Invoice**

**Agency:** **Sanger Fire Department**  
 Payment Contact Person(s): Clayton Cray, Chief Financial Officer  
 Phone Number: 940-458-7930  
 Email(s): [finance@sangertexas.org](mailto:finance@sangertexas.org)  
 Address: 502 Elm Street  
 Mailing Address: P.O. Box 1729  
 City, State, Zip: Sanger, TX 76266

**Agency should include a copy of this invoice with payment**

Make checks payable to:	Denton County
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Mail Payments to:	Consolidated Radio Communications Systems Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205
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<b><u>Tier 3</u></b>
Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month

Department / Radio Number / Cost
Fire 38 \$ 2,736.00
<b>Total Amount Due for FY25-26 = \$ 2,736.00</b>

**Please sign and date below.**

<b>Signature of Agency Representative</b>	<b>Title</b>	<b>Date</b>
---	--------------	-------------

**Exhibit B**

**Denton County Sheriff's Office  
Consolidated Radio Communications System Agreement**

**FY25-26 Agency Payment Invoice**

**Agency:** **Sanger Police Department**  
 Payment Contact Person(s): Clayton Cray, Chief Financial Officer  
 Phone Number: 940-458-7930  
 Email(s): [finance@sangertexas.org](mailto:finance@sangertexas.org)  
 Address: 502 Elm Street  
 Mailing Address: P.O. Box 1729  
 City, State, Zip: Sanger, TX 76266

**Agency should include a copy of this invoice with payment**

Make checks payable to:	Denton County
-------------------------	---------------

Mail Payments to:	Consolidated Radio Communications Systems Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205
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<b><u>Tier 1</u></b>
Radio User <b>ONLY</b> - \$4.00 each per month

Department / Radio Number / Cost
Police 46 \$ 2,208.00
<b>Total Amount Due for FY25-26 = \$ 2,208.00</b>

**Please sign and date below.**

Signature of Agency Representative	Title	Date
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## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

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

**AGENDA ITEM:** Consideration and possible action on a Voluntary Advance Funding Agreement (AFA) with TXDOT for improvements along IH 35 at FM 455 (CSJ 0195-02-076), and authorizing the City Manager to execute the agreement and all necessary documents.

**SUMMARY:**

- The Texas Department of Transportation (TxDOT) is reconstructing and widening IH 35 and associated frontage roads through the City of Sanger under CSJ 0195-02-076. As part of this project, the City has requested the reconstruction of four retaining wall sections and decorative medallions along IH 35 at FM 455.
- The proposed AFA outlines the Local Government's financial responsibility and work participation for these aesthetic improvements. The City of Sanger will contribute \$327,533.64 for the construction work. TxDOT will be responsible for the management and completion of the improvements.
- Following project completion, the City will assume responsibility for the maintenance of the medallions in accordance with State standards.

**FISCAL INFORMATION:**

Budgeted: YES

Amount: \$327,533.64

GL Account: 004-30-6534

**RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval

**ATTACHMENTS:**

- Voluntary Advance Funding Agreement – TXDOT CSJ 0195-02-076Z00

CCSJ #		0195-02-076		Item 6.
AFA CSJs		0195-02-076		
District #	18 - DAL	AFA ID	Z00011405	
Code Chart 64 #		37800		
Project Name		IH 35 at FM 455		

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY  
LOCAL GOVERNMENT CONTRIBUTIONS  
TO TRANSPORTATION IMPROVEMENT PROJECTS  
WITH NO REQUIRED MATCH  
ON-SYSTEM**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Sanger**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

**WITNESSETH**

**WHEREAS**, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

**WHEREAS**, Transportation Code, Chapters 201 and 221, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and

**WHEREAS**, the Texas Transportation Commission passed Minute Order Number **116073** authorizing the State to undertake and complete a highway improvement generally described as The reconstruction and widening of a 4-lane roadway to 6-lane roadway and reconstruction of existing 4-lane frontage roads along IH 35; and

**WHEREAS**, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as the reconstruction of 4 retaining walls and medallions along IH 35 at IH 35 and FM 455 in the City of Sanger (Project); and

**WHEREAS**, the State has determined that such participation is in the best interest of the citizens of the state;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

CCSJ #		0195-02-076		Item 6.
AFA CSJs		0195-02-076		
District #	18 - DAL	AFA ID	Z00011405	
Code Chart 64 #		37800		
Project Name		IH 35 at FM 455		

## AGREEMENT

### 1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in full force and effect until the Project has been completed and accepted by all parties or unless terminated as provided below.

### 2. Project Funding and Work Responsibilities

- A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities (Attachment A) which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.
- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

### 3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

### 4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

### 5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

CCSJ #		0195-02-076		Item 6.
AFA CSJs		0195-02-076		
District #	18 - DAL	AFA ID	Z00011405	
Code Chart 64 #		37800		
Project Name		IH 35 at FM 455		

## 6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

## 7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

## 8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

## 9. Increased Costs

If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased cost to the department for a highway improvement project, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

## 10. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not

CCSJ #		0195-02-076		Item 6.
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Code Chart 64 #		37800		
Project Name		IH 35 at FM 455		

maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

# 11. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in Attachment A or existing maintenance agreements with the Local Government.

# 12. Termination

- A. This agreement may be terminated in the following manner:
  1. By mutual written agreement and consent of both parties;
  2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
  3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

# 13. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Sanger ATTN: City Manager 502 Elm St Sanger, TX, 76266	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 <sup>th</sup> Street Austin, TX 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.



CCSJ #		0195-02-076		Item 6.
AFA CSJs		0195-02-076		
District #	18 - DAL	AFA ID	Z00011405	
Code Chart 64 #		37800		
Project Name		IH 35 at FM 455		

**14. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

**15. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**16. Amendments**

By mutual written consent of the parties, this agreement may be amended in writing prior to its expiration.

**17. State Auditor**

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**18. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

CCSJ #		0195-02-076		Item 6.
AFA CSJs		0195-02-076		
District #	18 - DAL	AFA ID	Z00011405	
Code Chart 64 #		37800		
Project Name		IH 35 at FM 455		

THIS AGREEMENT IS EXECUTED by the State and the Local Government.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

John Noblitt

Typed or Printed Name

Typed or Printed Title

Typed or Printed Title

Date

Date

In Process

CCSJ #		0195-02-076		Item 6.
AFA CSJs		0195-02-076		
District #	18-DAL	AFA ID	Z00011405	
Code Chart 64 #		37800		
Project Name		IH 35 at FM 455		

### ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

- A. The Local Government shall provide **\$327,533.64** to the State to perform construction work requested by the Local Government.
- B. The State shall reconstruct four retaining wall sections and medallions.
- C. The work will be on IH 35 at IH 35 and FM 455.
- D. The Local Government is responsible for all construction costs and overruns.
- E. The project is not a service project.

#### Project Maintenance by the Local Government

Upon completion of the project by the State, the Local Government will assume responsibility for the maintenance of the project to include repair, replacement, and/or other required or needed maintenance work of the four retaining wall sections and medallions along IH 35. The Local Government shall maintain the project in accordance with applicable State roadway maintenance manuals and standards.

Certificate Of Completion

Envelope Id: 7F0EBBE2-8A45-4DF2-B071-8979BCB11FFE		Status: Sent
Subject: DAL Voluntary AFA Prime: CSJ 0195-02-076/Z00011405 with City of Sanger		
Source Envelope:		
Document Pages: 16	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 0	Melissa Durham
AutoNav: Enabled		125 E. 11th Street
Envelopeld Stamping: Enabled		Austin, TX 78701
Time Zone: (UTC-06:00) Central Time (US & Canada)		melissa.durham@txdot.gov
		IP Address: 209.112.106.2

Record Tracking

Status: Original	Holder: Melissa Durham	Location: DocuSign
5/1/2025 3:45:22 PM	melissa.durham@txdot.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Texas Department of Transportation	Location: Docusign

Signer Events	Signature	Timestamp
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John Noblitt		Sent: 5/1/2025 3:50:18 PM
jnoblitt@sangertexas.org		Viewed: 5/4/2025 9:42:55 AM
Security Level: Email, Account Authentication (Optional)		
<b>Electronic Record and Signature Disclosure:</b>		
Accepted: 5/4/2025 9:42:55 AM		
ID: 617c1337-1ed1-47aa-8a24-f5a413d13e06		

Kenneth Stewart  
kenneth.stewart@txdot.gov  
Security Level: Email, Account Authentication (Optional)  
**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Minh Nguyen	<div>COPIED</div>	Sent: 5/1/2025 3:50:18 PM
Minh.Nguyen@txdot.gov		Viewed: 5/1/2025 3:51:39 PM
Contract Specialist		
TXDOT		
Security Level: Email, Account Authentication (Optional)		
<b>Electronic Record and Signature Disclosure:</b>		
Not Offered via Docusign		
Finance Division		
FIN_Local-Participation@txdot.gov		
Security Level: Email, Account Authentication (Optional)		
<b>Electronic Record and Signature Disclosure:</b>		

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/1/2025 3:50:18 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

**ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

**Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Texas Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

### **To advise Texas Department of Transportation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

### **To request paper copies from Texas Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Texas Department of Transportation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> </ul>

- |  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul> |
|--|---|

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.





## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

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

**AGENDA ITEM:** Consideration and possible action on a request to increase the City's authorized water demand with Upper Trinity Regional Water District for the Water Year beginning June 1, 2025 and authorize the City Manager to execute the request form.

**SUMMARY:**

- The City of Sanger currently receives treated wholesale water from Upper Trinity Regional Water District (UTRWD) under a Participating Member Contract.
- UTRWD requires each customer to annually confirm or modify their authorized demand based on projected peak system needs for the new Water Year beginning June 1.
- The City is requesting an increase in authorized demand from 0.5 MGD to 0.6 MGD to ensure adequate system capacity for growth and peak summer usage.
- Per UTRWD policy, any increase in authorized demand is binding for the full 12-month period and subject to standard billing at the revised demand level.

**FISCAL INFORMATION:**

Budgeted: YES

Amount: See Attached

GL Account: 008-50-5385

**RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval

**ATTACHMENTS:**

- Draft Request to Change Authorized Demand – UTRWD
- Invoice showing Demand Charges

**PURSUANT TO CONTRACT FOR WHOLESALE TREATED WATER SERVICE  
UPPER TRINITY REGIONAL WATER DISTRICT  
CUSTOMER REQUEST TO CHANGE AUTHORIZED DEMAND  
REGIONAL TREATED WATER SYSTEM  
For Water Year Beginning June 1, 2025**

City of Sanger  
\_\_\_\_\_  
Customer

To: Upper Trinity Regional Water District

Date: May 5, 2025

Pursuant to our existing contract with Upper Trinity Regional Water District, we hereby request an increase in authorized Demand to provide adequate Water System capacity to meet expected peak needs of our retail water system for the indicated Water Year. Our request for an increase in authorized Demand is being made according to the following provisions and requirements:

- In accordance with contracts, Demand for each customer will be administered on a Water Year basis - a 12-month period that begins each June 1.
- Demand will be based on actual need as established for the current or any prior Water Year, or on subscribed (contracted) capacity, whichever is greater.
- Once a new Demand is established, the billing for Demand may not be reduced, except by mutual agreement in writing approved by the District's Board of Directors.
- Increase in authorized Demand may be requested in increments of 100,000 gallons (0.1 mgd).
- Requests for an increase in authorized Demand after the beginning of the Water Year will apply for the entire Water Year, retroactively to the beginning of the Water Year. However, for Customers on the District's Flat Rate (whose Demand is 500,000 gallons or less), the increase will apply from the date of change in Demand.

**Request to Change Authorized Demand**

Previously Authorized Demand:	<u>.5</u>	MGD
Requested Increase in Authorized Demand:	<u>.1</u>	MGD
TOTAL REQUESTED NEW DEMAND LEVEL:	<u>.6</u>	MGD

**I hereby request Upper Trinity Regional Water District to increase the Authorized Demand to the New Demand indicated above. Upon approval by Upper Trinity, I understand and agree that**

City of Sanger

**(Printed Name of Entity)**

**will be responsible for the payment of all applicable rates and charges associated with said increase and with the New Demand level. I understand that this Request to Change Authorized Demand is a binding commitment pursuant to the underlying Participating Contract. All provisions of the Contract shall remain in full force and effect, and shall reflect said New Demand. I am authorized to submit and execute this request.**

Requested by:

\_\_\_\_\_  
Authorized Representative / Title

\_\_\_\_\_  
Date

Approved by:

\_\_\_\_\_  
Executive Director, Upper Trinity Regional Water District

\_\_\_\_\_  
Date

Approved copy returned to Customer:

\_\_\_\_\_  
Date



# INVOICE

(PLEASE RETURN A COPY WITH PAYMENT)

Item 7.

P.O. Box 305 • Lewisville, TX 75067

(972) 219-1228 • www.utrwd.com

**City of Sanger**

**RTWS**

Monthly billing statement for participation in the Regional Treated Water System  
of the Upper Trinity Regional Water District

**Statement Date:** 4/11/2025

**Invoice No:** W272504

## VOLUME CHARGE

	Date	Reading
Current Meter Reading	3/31/2025	463,363,000
Prior Meter Reading	3/1/2025	454,361,000
Meter Flow for Period		9,002,000
<b>Total Flow for Period</b>		<b>9,002,000</b>
Multiplied by the Treatment Rate (per 1,000 gallons)		\$ 1.56

Volume Charge Due \$ 14,043.12

## DEMAND CHARGE

Annual Demand Charge (per mgd)	\$ 539,435
Multiplied by the Subscribed Capacity (mgd)	0.60
Divided by the Number of Billing Periods in the Year	12

Demand Charge Due \$ 26,971.75

**Total Amount Due This Bill**

**\$ 41,014.87**

**Please Pay By:**

**5/1/2025**

mtt



## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

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

**AGENDA ITEM:** Consideration and possible action on contract with Reynolds Asphalt & Construction Co. to perform pavement resurfacing services in an amount not to exceed \$586,891.00 and authorize the City Manager to execute said contract

**SUMMARY:**

- Staff would like to utilize the Interlocal Purchasing Agreement with the City of Grand Prairie to contract Reynolds Asphalt and Construction Company for the reconstruction of several streets:
  - Carolyn Drive
  - Allen Drive
  - David Drive
  - Stephen Drive
  - Southland Drive
  - South Park Court
  - Southside Drive
- South Meadow Drive, located in the same neighborhood, was approved by Council for reconstruction on July 7, 2023, and completed later that year.

**FISCAL INFORMATION:**

Budgeted: YES

Amount: \$586,891.00

GL Account: 004-30-6527

**RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval

**ATTACHMENTS:**

- Map of Project Area
- Cost Estimate for 2025 Road Rehabilitation Project

# REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Since 1981

P.O. Box 370 \* Euless, TX 76039

Metro (817) 267-3131 \* Fax (817) 267-7022

## 2025 Sanger Asphalt Rehab - Various Streets

Sanger, Texas

City of Sanger

Quoted: 4/29/25 8:23 AM

Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
<b>Carolyn</b>					
1	2" Ty "D" HMAc	125.0	TON	\$110.00	\$13,750.00
10	Additional Mileage Hauled more than 10 miles	125.0	TON	\$16.20	\$2,025.00
17	8"-28#/SY Cement Stab Existing	1,000.0	SY	\$11.60	\$11,600.00
20	Hauling Excessive Material	55.0	CY	\$43.40	\$2,387.00
					<u>\$29,762.00</u>
<b>Allen</b>					
1A	2" Ty "D" HMAc	125.0	TON	\$110.00	\$13,750.00
10A	Additional Mileage Hauled more than 10 miles	125.0	TON	\$16.20	\$2,025.00
17A	8"-28#/SY Cement Stab Existing	1,000.0	SY	\$11.60	\$11,600.00
20A	Hauling Excessive Material	55.0	CY	\$43.40	\$2,387.00
					<u>\$29,762.00</u>
<b>David</b>					
1B	2" Ty "D" HMAc	440.0	TON	\$110.00	\$48,400.00
10B	Additional Mileage Hauled more than 10 miles	440.0	TON	\$16.20	\$7,128.00
17B	8"-28#/SY Cement Stab Existing	3,615.0	SY	\$11.60	\$41,934.00
20B	Hauling Excessive Material	200.0	CY	\$43.40	\$8,680.00
					<u>\$106,142.00</u>
<b>Stephen</b>					
1C	2" Ty "D" HMAc	190.0	TON	\$110.00	\$20,900.00
10C	Additional Mileage Hauled more than 10 miles	190.0	TON	\$16.20	\$3,078.00
17C	8"-28#/SY Cement Stab Existing	1,530.0	SY	\$11.60	\$17,748.00
20C	Hauling Excessive Material	85.0	CY	\$43.40	\$3,689.00
					<u>\$45,415.00</u>
					\$211,081.00

# REYNOLDS ASPHALT & CONSTRUCTION COMPANY

Since 1981

P.O. Box 370 \* Euless, TX 76039

Metro (817) 267-3131 \* Fax (817) 267-7022

## 2025 Sanger Asphalt Rehab - Various Streets

Sanger, Texas

City of Sanger

Quoted: 4/29/25 8:23 AM

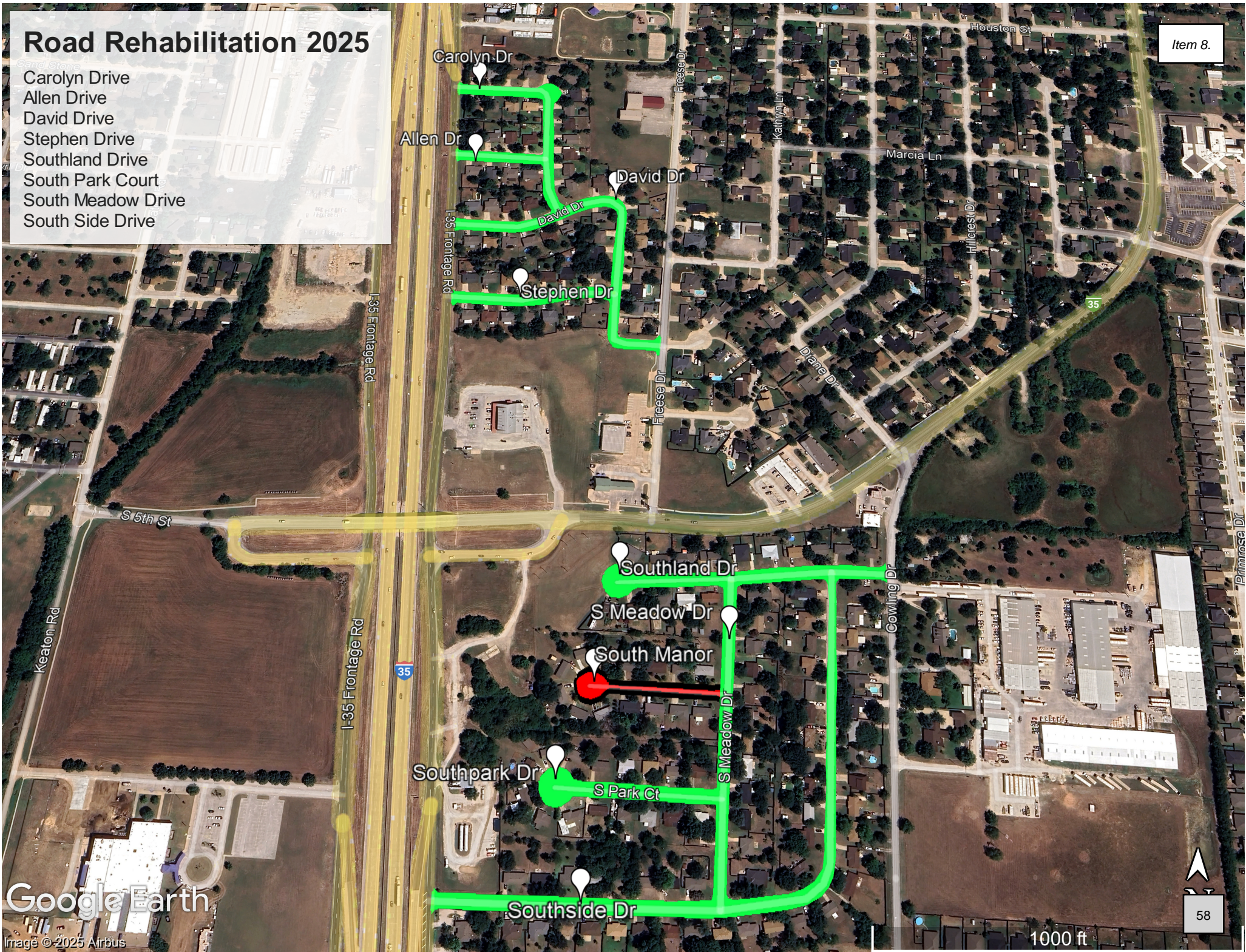
Item	Description	Estimated Quantity	Unit	Unit Bid	Bid Extension
<b>Southland</b>					
1	2" Ty "D" HMAC	315.0	TON	\$110.00	\$34,650.00
10	Additional Mileage Hauled more than 10 miles	315.0	TON	\$16.20	\$5,103.00
17	8"-28#/SY Cement Stab Existing	2,600.0	SY	\$11.60	\$30,160.00
20	Hauling Excessive Material	145.0	CY	\$43.40	\$6,293.00
					<u>\$76,206.00</u>
<b>S. Park</b>					
1A	2" Ty "D" HMAC	210.0	TON	\$110.00	\$23,100.00
10A	Additional Mileage Hauled more than 10 miles	210.0	TON	\$16.20	\$3,402.00
17A	8"-28#/SY Cement Stab Existing	1,735.0	SY	\$11.60	\$20,126.00
20A	Hauling Excessive Material	100.0	CY	\$43.40	\$4,340.00
					<u>\$50,968.00</u>
<b>Southside</b>					
1B	2" Ty "D" HMAC	700.0	TON	\$110.00	\$77,000.00
10B	Additional Mileage Hauled more than 10 miles	700.0	TON	\$16.20	\$11,340.00
17B	8"-28#/SY Cement Stab Existing	5,780.0	SY	\$11.60	\$67,048.00
20B	Hauling Excessive Material	320.0	CY	\$43.40	\$13,888.00
					<u>\$169,276.00</u>
<b>S. Meadow</b>					
1E	2" Ty "D" HMAC	330.0	TON	\$110.00	\$36,300.00
10E	Additional Mileage Hauled more than 10 miles	330.0	TON	\$16.20	\$5,346.00
17E	8"-28#/SY Cement Stab Existing	2,690.0	SY	\$11.60	\$31,204.00
20E	Hauling Excessive Material	150.0	CY	\$43.40	\$6,510.00
					<u>\$79,360.00</u>
					\$375,810.00
					\$586,891.00



# Road Rehabilitation 2025

- Carolyn Drive
- Allen Drive
- David Drive
- Stephen Drive
- Southland Drive
- South Park Court
- South Meadow Drive
- South Side Drive

Item 8.



Google Earth

Image © 2025 Airbus

1000 ft

58





## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

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

**AGENDA ITEM:** Consideration and possible action to issue the notice to proceed with Jennifer Court cul-de-sac project.

**SUMMARY:**

- Item was sent to Council by staff due to the amount of project
- The City of Sanger is currently in a contract with Martinez Brothers Concrete and Landscaping, LLC, for concrete work at a fixed per unit cost
- Funds for this project have been budgeted

**FISCAL INFORMATION:**

Budgeted: YES

Amount: \$74,876.50

GL Account: 30-5360

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval

**ATTACHMENTS:**

- Quote from Martinez Brothers for work being done on Jennifer Court cul-de-sac

**1000 Cruise St, Denton TX, 76207**

(214) 256-8287 (940) 735-6431

**Name: City of Sanger**

**Add: 201 Bolivar St  
Sanger TX, 76266**

**DATE: 5/7/2025**

**Attn: John Henderson**

**Job Loc: Jennifer Ct**

**PROPOSAL: 2536**

*EST*

ITEM NO.	TYPE OF CONSEQUANT		UNIT	UNIT PRICE	EXTENSION
1	6" concrete with 5000 psi concrete and #4 rebar	5,394	S/F	\$12.25	\$66,076.50
2	at 18" on centers each way				\$0.00
3	Concrete Pump	1	unit	\$2,000.00	\$2,000.00
4	6" curb remove and replace	170	L/F	\$40.00	\$6,800.00
5	no driveway approach replace on this bid				\$0.00
6					\$0.00
7					\$0.00

**SUB TOTAL \$74,876.50**

Sales Tax on materials only

**TOTAL ESTIMATE \$74,876.50**

- \*\* PRICE MAY CHANGE IF PRICE ON MATERIALS INCREASE!**
- \*\* CONCRETE PUMP IS NOT INCLUDED ON ANY ESTIMATES IF IS NOT LISTED**
- \*\* Assumes proposed Elevations are such that Proper Drainage can be achieved**
- \*\* Excludes all sprinkler lines and heads.**
- \*\* Excludes piers and bores.**
- \*\* Permits and license by others.**
- \*\* Removal of debris and excess materials by others.**
- \*\* Excludes import or export of all fill materials unless noted, No time estimated for grading!**
- \*\* Excludes light standards, bollards and drainage flume.**

1. Excludes limestabilization, waterproofing of slab, paving, and slab hardeners, stains and colors.
2. Excludes rock excavation of any kind (i.e. piers, grade beams, SOG, etc.) Casing (i.e. piers)
3. Excludes repairs to damaged underground utilities caused by normal construction and utility adjustments.
4. Excludes any grading, back fill, or compaction of electrical, sprinkler irrigation and/or landscape work.
5. Price includes 1 move in. Additional moves billed at \$1200.00 each.
6. Excludes Permits, fees, testing, bonding, engineering and layouts.
7. Excludes all utilities and drainage structures (i.e. curb inlets, area drains, manholes, ect.)
8. **Items not included in description are EXCLUDED from proposal.**

**Approved**

**Company:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Sign:**

\_\_\_\_\_

Prepare by;; Daniel Martinez

\_\_\_\_\_

Item 9.





## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

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

**AGENDA ITEM:** Consideration and possible action on Ordinance No. 05-11-25 creating a construction work zone and temporarily reducing the rate of speed to 45 miles per hour for vehicles north and south-bound I-35 frontage roads, within the corporate limits of the City of Sanger, as set out in this ordinance; and, temporarily amending Chapter 12 Traffic and Vehicles, Article 12.500 Speed Limits, Section 12.505 Special Speed Zones, concurring with the Texas Department of Transportation to reduce the speed limit in two construction zones.

**SUMMARY:**

- TxDOT has requested a reduction to the speed limit on the north and south-bound frontage roads along I-35 in the construction zones.
- This will be on both the east and west sides of I-35.
- They are requesting these be reduced to 45 mph during construction.

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: N/A

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Staff recommends APPROVAL.

**ATTACHMENTS:**

Ordinance No. 05-11-25

TxDOT Request for Regulatory Construction Speed Zone

**CITY OF SANGER, TEXAS****ORDINANCE 05-11-25**

**AN ORDINANCE OF THE CITY OF SANGER, TEXAS, CREATING A CONSTRUCTION WORK ZONE AND TEMPORARILY REDUCING THE RATE OF SPEED TO 45 MILES PER HOUR FOR VEHICLES ON THE I 35 NORTH AND SOUTH BOUND FRONTAGE ROAD, WITHIN THE CORPORATE LIMITS OF THE CITY OF SANGER, AS SET OUT IN THIS ORDINANCE; TEMPORARILY AMENDING CHAPTER 12 TRAFFIC AND VEHICLES, ARTICLE 12.500 SPEED LIMITS, SECTION 12.505 SPECIAL SPEED ZONES, CONCURRING WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO REDUCE THE SPEED LIMIT IN TWO CONSTRUCTION ZONES; DEFINING THE SPEED LIMIT; REQUIRING THE PLACEMENT OF SIGNS; DECLARING WHAT MAY BE A SUFFICIENT COMPLAINT IN PROSECUTION HEREUNDER; 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 received a request from TxDOT to lower the speed limit in a construction zone located along north and south-bound frontage roads through the city limits, hereinafter described in Exhibit "A" attached hereto and made a part hereto for all purposes; and

**WHEREAS**, the City Council has determined that I-35 frontage roads within the corporate limits of the City of Sanger is currently under construction by the Texas Department of Public Safety (TXDOT) and TXDOT has recommended to reduce the speed limit from 55 and 50 miles per hour to a speed limit of 45 miles per hour for the duration of the construction project; and

**WHEREAS**, the City Council has further determined the 45 miles per hour speed limit would provide for and would be in the best interest of the health, safety, and general welfare of the City of Sanger; and

**WHEREAS**, the City Council has further determined that it is necessary to reduce the prima facie speed limit, as set by ARTICLE 12.500 SPEED LIMITS and SECTION 12.505 SPECIAL SPEED ZONES, during such construction period, and that the increased penalties provided by State Law for the violation of such speed limits should be imposed to more effectively enforce such speed limits; 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 the above findings are hereby found to be true and correct and are incorporated as if fully set forth herein.

**SECTION 2.** That a construction work zone is hereby established in accordance with Section 472.022 of the Texas Transportation Code for all lanes of traffic on the north and south-bound lanes of the I-35 frontage roads by temporarily amending Section 12.505 Special Speed Zones to add the following:

(25) I-35 Construction Zone,

(A) South Bound Mile Point 478-0.797 through Mile Point 480-0.670 - 45 mph

(B) South Bound Mile Point 478-0.670 through Mile Point 481-0.264 - 45 mph

(C) North Bound Mile Point 478-0.797 through Mile Point 480-0.550 - 45 mph

(D) North Bound Mile Point 478-0.550 through Mile Point 480-0.264 - 45 mph

**SECTION 3.** That from the date of passage of this speed zone ordinance, a prima facie maximum speed limit of 45 miles per hour is hereby established.

**SECTION 4.** Such speed limits will be effective for a period of three (3) years or until the construction work zone and speed limit signs erected by TXDOT are removed, whichever is sooner. Thereafter, the speed limit on I-35 frontage roads within the City corporate limits will revert to a speed limit of 55 and 50 miles per hour, as provided in ARTICLE 12.500 SPEED LIMITS and SECTION 12.505 SPECIAL SPEED ZONES.

**SECTION 5.** That ARTICLE 12.500 SPEED LIMITS, SECTION 12.505 SPECIAL SPEED ZONES of the City of Sanger Code of Ordinances, as amended, shall be and remain in full force and effect save and except as amended by this Ordinance.

**SECTION 6.** 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 ARTICLE 12.500 SPEED LIMITS, SECTION 12.505 SPECIAL SPEED ZONES of the City of Sanger Code of Ordinances, and the remaining portions shall remain in full force and effect. Section 9. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**SECTION 7.** 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 8.** 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 9.** 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 10.** This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**PASSED AND APPROVED** by the City Council of the City of Sanger, Texas, on this 19th day of May, 2025.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED TO FORM:**

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



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## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

**FROM:** Kelly Edwards, City Secretary

**AGENDA ITEM:** Consideration and possible action on the minutes from the May 5, 2025, meeting.

**SUMMARY:**

N/A

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Approve the minutes from the meeting on May 5, 2025.

**ATTACHMENTS:**

City Council minutes

# CITY COUNCIL

## MEETING MINUTES

**MAY 05, 2025, 6:00 PM**



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

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

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

### **COUNCILMEMBERS PRESENT**

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

### **COUNCILMEMBERS ABSENT**

None

### **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Lt. Justin Lewis, and Police Chief Tyson Cheek.

### **EXECUTIVE SESSION**

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

Section 551.074. PERSONNEL MATTERS

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

- City Attorney

Council reconvened into open session at 6:00 p.m.

**RECONVENE INTO WORK SESSION**

Council reconvened into work session at 7:38 p.m.

No action taken.

**OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

No additional discussion.

**ADJOURN THE WORK SESSION**

There being no further business, Mayor Muir adjourned the work session at 7:38 p.m.

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

Mayor Muir called the regular meeting to order at 7:42 p.m.

**COUNCILMEMBERS PRESENT**

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

**COUNCILMEMBERS ABSENT**

None

**STAFF MEMBERS PRESENT:**

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, and Police Chief Tyson Cheek.

**INVOCATION AND PLEDGE**

Mayor Muir 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 April 11, 2025, meeting.
2. Consideration and possible action on the minutes from the April 21, 2025, meeting.
3. Consideration and possible action on the Resolution 2025-05, Relating to Texas House Bill 19 pending in the 89th regular session of the Texas State Legislature.
4. Consideration and possible action authorizing the filming of City Council meetings under the current agreement with Duran Photography.

Mayor Muir requested to remove Items 1 and 4 for additional discussion.

Motion to approve Items 2 and 3 made by Councilmember Barrett, Seconded by Councilmember Bilyeu.

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

Nays: None

Motion passed unanimously.

Motion to approve Item 1 with the edits to add a comma and the word and to the sentence for Item 5 of the minutes made by Councilmember Barrett, Seconded by Councilmember Bilyeu.

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

Nays: None

Motion passed unanimously.

Discussion ensued regarding using the City's current videographer in video meetings, the cost to record, videoing meetings for a specific timeframe, and gauging the public's interest by the number of views.

Motion to approve Item 4 filming meetings through September 2025 made by Councilmember Barrett, Seconded by Councilmember Gann.

Ayes: Barrett, Bilyeu, Dillon, and Gann.

Nays: Chick

Motion passed 4-1-0.

## ACTION ITEMS

5. Consideration and possible action on a Preliminary Plat of Elada Addition, being approximately 306.356 acres of land described as 60 acres described as A1241A TIERWESTER, TR 4 and 246.36 acres described as A1241A TIERWESTER, within the

City of Sanger, and generally located north of Belz Rd approximately 1035 feet of the intersection of I-35 and Belz Rd.

Director Hammonds provided an overview of the item, stating that the property had not been zoned, that all comments had not been satisfied, and that staff recommends denial.

Motion to deny as no zoning has been established and comments have not been satisfied made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

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

Nays: None

Motion passed unanimously.

## **FUTURE AGENDA ITEMS**

Councilmember Chick requested an update on the Housing Study.

## **EXECUTIVE SESSION**

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

Section 551.074. PERSONNEL MATTERS

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

- City Attorney

## **RECONVENE INTO REGULAR SESSION**

Council did not convene back into executive session.

Motion to authorize the Mayor to negotiate and execute an engagement agreement with Gannaway & Clifton firm, if they are not available to engage with Brown & Hofmeister firm for professional legal services relating to the specific matters discussed in executive session; that the compensation and other terms be as negotiated by the Mayor; that the engagement remain in effect until the matter is fully resolved; and that all reporting conform to Resolution 2024-11 made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

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

Nays: None

Motion passed unanimously.

## **INFORMATIONAL ITEMS**

6. ATMOS Rider GCR - Rate Filing under Docket No. 10170 - April 24, 2025
7. Financial Statement March 31, 2025

## **ADJOURN**

There being no further business, Mayor Muir adjourned the meeting at 8:07 p.m.

---

Thomas E. Muir, Mayor

---

Kelly Edwards, City Secretary



## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

**FROM:** Clayton Gray, Chief Financial Officer

**AGENDA ITEM:** Consider an Interlocal Cooperation Agreement for Property Tax Assessment and Collection between Denton County and the City of Sanger.

**SUMMARY:**

- The Interlocal Cooperation Agreement for Property Tax Assessment and Collection between Denton County and the City of Sanger allows Denton County to act as tax assessor and collector for the City.
- The City has had such an agreement in place with the County for many years, and the last change to the agreement was in 2021.
- The effective date of the agreement is October 1, 2025 for a one-year term, and automatically renews for subsequent one-year terms unless terminated by either party.
- The per-parcel fee is \$1.41, which is the first increase since 2018. The attached letter from Denton County Tax Assessor – Collector Dawn M. Waye provides details regarding the increased fee.

**FISCAL INFORMATION:**

Budgeted: Yes (25-26 Budget)

Amount: \$7,000

GL Account: 180-19-5421

**RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval.

**ATTACHMENTS:**

- Letter from the Denton County Tax Assessor-Collector
- Interlocal Cooperation Agreement for Property Tax Assessment and Collection





Office of Dawn Waye  
Denton County Tax Assessor – Collector

May 2, 2025

**Subject: Updated Contract and Parcel Fee Adjustments**

Dear CITY OF SANGER

I hope this message finds you well. Enclosed is the updated contract for services provided by the Denton County Tax Assessor-Collector's Office. We value our partnership and appreciate the opportunity to continue serving your entity.

Following our annual review, we revisited the cost basis and breakeven analysis and will be implementing a modest per-parcel fee of \$1.41, effective October 1, 2025. This breakeven adjustment helps offset increased expenses related to staffing, technology, postage, and materials broken down below.

The last adjustment to the parcel fee was implemented in 2018. In 2021, our printing-mailing partner notified us that uncontrollable costs had escalated by 51% since the original contract had been signed. Although the Commissioners Court authorized an 18% increase at that time, the parcel fee charged to taxing entities remained unchanged.

By statute, parcel fees must achieve a zero net result, meaning the Tax Office is not allowed to profit from these charges but allowed to break even. However, over the past seven to eight years, we have consistently operated at a deficit, unable to recover the actual cost of providing services.

Key cost increases since 2018 include:

- **Paper costs:** Increased by 51%
- **Postage rates:** Increased by 46%, with seven individual rate hikes during this period
- **Cost of living (based on the PCE Index):** Increased by 22.88% from 2018 to 2025
- **Cost of living (based on CPI)** Increased 27.29% over the same period

1505 E. McKinney Street  
Denton, TX 75209  
940-340-3506



Office of Dawn Waye  
Denton County Tax Assessor – Collector

Given these significant cost escalations, the current parcel fee is no longer sufficient to meet statutory requirements for cost recovery.

For entities that do not meet the established parcel benchmark, a minimum annual fee of \$200 will apply to cover the baseline costs of service. Entities that exceed the benchmark and generate fees above this threshold will not be subject to the minimum.

**Key updates include:**

- A new per-parcel fee of \$1.41
- A \$200 minimum annual fee for entities below the parcel benchmark

Please review the attached contract and return the signed copy by July 1, 2025 to ensure timely continuation of services. We remain committed to sustainability, transparency, efficiency, and maintaining the high standard of service you expect.

If you have questions or need further clarification, feel free to contact me directly.

Thank you for your continued partnership.

Sincerely,

Dawn M. Waye  
Denton County Tax Assessor-Collector  
940-949-3506 Direct  
214-223-6090 Cell

1505 E. McKinney Street  
Denton, TX 75209  
940-340-3506



**THE STATE OF TEXAS   §**

**COUNTY OF DENTON   §**

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX**

**ASSESSMENT AND COLLECTION BETWEEN**

**DENTON COUNTY, TEXAS AND CITY/TOWN OF**  
City of Sanger, **TEXAS**

**INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION**

**THIS AGREEMENT** is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and City of Sanger, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

**WHEREAS, COUNTY** and **MUNICIPALITY** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791 (the Interlocal Cooperation Act), and Section 6.24 of the Texas Tax Code; and;

**WHEREAS, MUNICIPALITY** has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

**NOW THEREFORE, COUNTY** and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1<sup>st</sup> of the applicable tax year and continuing through the end of the applicable term (September 30<sup>th</sup> of the following year), in which collection and billing services are to be performed under this Agreement.

## I.

The effective date of this Agreement shall be October 1, 2025. The initial term of this Agreement shall be for a period of one year beginning on the effective date and ending on, September 30, 2026. The initial term of the Agreement is for tax year 2025 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then- current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2026, the second renewal terms for tax year 2027, etc.).

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to

the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor/collector, shall serve as tax assessor/collector for **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily, monthly and annual collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Property Tax Code Chapter 31 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 and Chapter 42, Subchapter C and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations. If daily disbursal is to be delayed, **COUNTY** will notify **MUNICIPALITY** in the secured web entity folder the reason for the delay.

3. **COUNTY** further agrees that it will make for **MUNICIPALITY** the property tax rate calculations required by Property Code Section 26.04 (currently identified in the Section by the terms "no new revenue tax rate" and "voter-approval tax rate"), and will do so in accordance with all requirements therein. All such rate calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and at no additional cost to **MUNICIPALITY**. The information concerning the rate calculations described in this Article II.3 and publications will be provided to **MUNICIPALITY** in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Property Tax Code Chapter 26. **MUNICIPALITY** shall be responsible for all publications as required by Chapter 26. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **COUNTY** will perform the tax rate calculations described in this Article II.3. and provide the required publications to **MUNICIPALITY** in the same manner as performing the tax rate calculations pursuant to the annual appraisal district reports required to be Certified on July 25 of each tax year.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices as required by Chapter 26 of the Property Tax Code if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY** and Property Tax Code Chapter 26. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. **COUNTY** will update tax transparency databases, as required in Property Tax Code Sections 26.17(b),(5A,B),(7),(12),(13) and 26.17(e)(2) with applicable Truth In Taxation

worksheets and Notices. **MUNICIPALITY** is responsible for any other required information posted on a tax transparency database. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector as required by law and this agreement.

5. Should **MUNICIPALITY** vote to increase its tax rate above the statutory voter approval limit (also known as the "rollback" or the "voter approval" rate), the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the tax assessor/collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31<sup>st</sup> of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30<sup>th</sup> of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.



## III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

## IV.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

## V.

**MUNICIPALITY** accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

## VI.

**MUNICIPALITY** understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

## VII.

In this Article VII, the term “Prior TY Parcel Count” means the total number of parcels listed on **MUNICIPALITY**’s preceding tax year Tax Roll on September 30<sup>th</sup> of the tax year. For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year, referred to in this Article VII as the “Per Parcel Rate,” is approved by County Commissioners’ Court, and all entities are assessed the same Per Parcel Rate, except that, if that Per Parcel Rate multiplied by the entity’s Prior TY Parcel Count equals less than \$200, the entity will be assessed a flat fee of \$200. Following approval of the Per Parcel Rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

2. The current tax statements will be mailed by October 10<sup>th</sup> of the tax year or as soon thereafter as practical. The **MUNICIPALITY** must adopt its tax year tax rate on

or before September 30<sup>th</sup> of the applicable tax year, if that rate does not exceed the voter-approval tax rate. **MUNICIPALITY** must adopt a tax rate that exceeds the voter-approval tax rate not later than the deadline set forth in Property Tax Code Section 26.05(a) and Election Code 3.005 and 41.001. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than the applicable adoption deadline described herein. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by said applicable adoption deadline may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28<sup>th</sup> of the collection year.

3. At least 30 days, but no more than 60 days prior to April 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days prior to July 1<sup>st</sup> of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts that become delinquent on or after June 1<sup>st</sup> of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent taxes.

6. For accounts that become delinquent on February 1<sup>st</sup> of the tax year,

**COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent taxes not including February 33.11 notices.

7. In event of a tax rate change resulting from a rollback or tax approval election that takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY**, pursuant to Property Tax Code Section 26.07(f) or 26.075(j) will mail corrected statements to the owner of each property. The fee for this service will be the same Per Parcel Rate described in paragraphs 1, 9 and 10 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g) or 26.075(k) **COUNTY** will charge a \$1.00 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

8. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup> of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in paragraphs 2-6 of this Article VII. This "Total Cost" includes any such services that have not yet been performed at the time of deduction.

9. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: **\$1.41** (the "TY 2025 Per Parcel Rate") multiplied by **MUNICIPALITY's** Prior TY Parcel Count, provided that, if the TY 2025 Per Parcel Rate of \$1.41 multiplied by the Prior TY Parcel Count equals less than \$200.00 (if the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30<sup>th</sup> of the tax year is 141 or less), then the "Total Cost" of

providing all services described in paragraphs 2-6 shall be a flat amount of \$200.00.

10. During the first and second renewal terms of this agreement, and provided that **COUNTY** has provided **MUNICIPALITY** with notice of the Per Parcel Rate as described in paragraph 1 of this Article VII, the “Total Cost” of providing all services described in paragraphs 2-6 of this Article VII shall be the total of: The Per Parcel Rate approved by Commissioners Court for the applicable tax year (the TY 2026 Per Parcel Rate and the TY 2027 Per Parcel Collection Rate, respectively) multiplied by the **MUNICIPALITY**’s then Prior TY Parcel Count, provided that, if the applicable Per Parcel Rate multiplied by the applicable Prior TY Parcel Count equals less than \$200.00, then the Total Cost of providing all services described in paragraphs 2-6 shall be a flat fee of \$200. In the event **COUNTY** does not provide **MUNICIPALITY** with notice of the per parcel rate as described in paragraph 1 of this Article VII, the per parcel rate charged during the preceding term will apply.

11. In the event that a rollback or tax rate approval election as described in paragraph 7 of this Article VII takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 2 of this Article VII, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

## VIII.

**COUNTY** agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts, as applicable, specified on the Direct Deposit Authorization executed between the **MUNICIPALITY** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30<sup>th</sup> of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected taxes until such time as payment is remitted.

## IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this

Agreement during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**

County Judge of Denton County  
1 Courthouse Dr Ste 3100  
Denton, Texas 76209  
Telephone: 940-349-2820

**MUNICIPALITY:**

City of Sanger
502 Elm Street
Sanger TX 76266

## XII.

**MUNICIPALITY** hereby designates Clayton Gray to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

## XIII.

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

## XIV.

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

Executed in triplicate originals this, \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.



**COUNTY**

Denton County Texas  
1 Courthouse Dr Ste 3100  
Denton, Texas 76208

**MUNICIPALITY**

City/Town: **City of Sanger**

Streetaddress: 502 Elm Street

City, state,zip: Sanger TX 76266

Email: cgray@sangertexas.org

Phone: 940.458.7930

BY: \_\_\_\_\_  
Honorable Andy Eads  
County Judge

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

BY: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dawn Wayne  
Denton County  
Tax Assessor/Collector

\_\_\_\_\_  
Hugh Coleman  
City Attorney  
City of Sanger



## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

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

**AGENDA ITEM:** Consideration and possible action on a Final Plat of B & A Roberts Addition, being approximately 5.108 acres of land described as A0801A WM Mason, TR 24, within the City of Sanger's ETJ, generally located along Lois Road and approximately 1526 feet west of N Stemmons Frwy.

**SUMMARY:**

- The applicant proposes to divide this tract for a single-family residential house.
- The lot meets the size requirements of the county for single family use.
- The lot has frontage along Lois Road West.
- The site will be served by Co-Serv Electric and Bolivar Water.
- The Planning & Zoning Commission recommended approval on April 14, 2025.

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: N/A

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

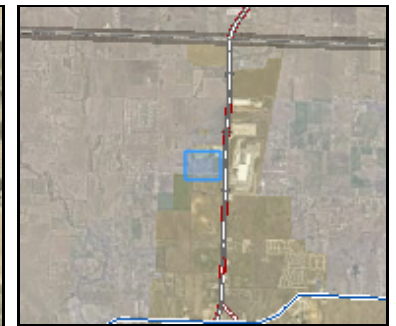
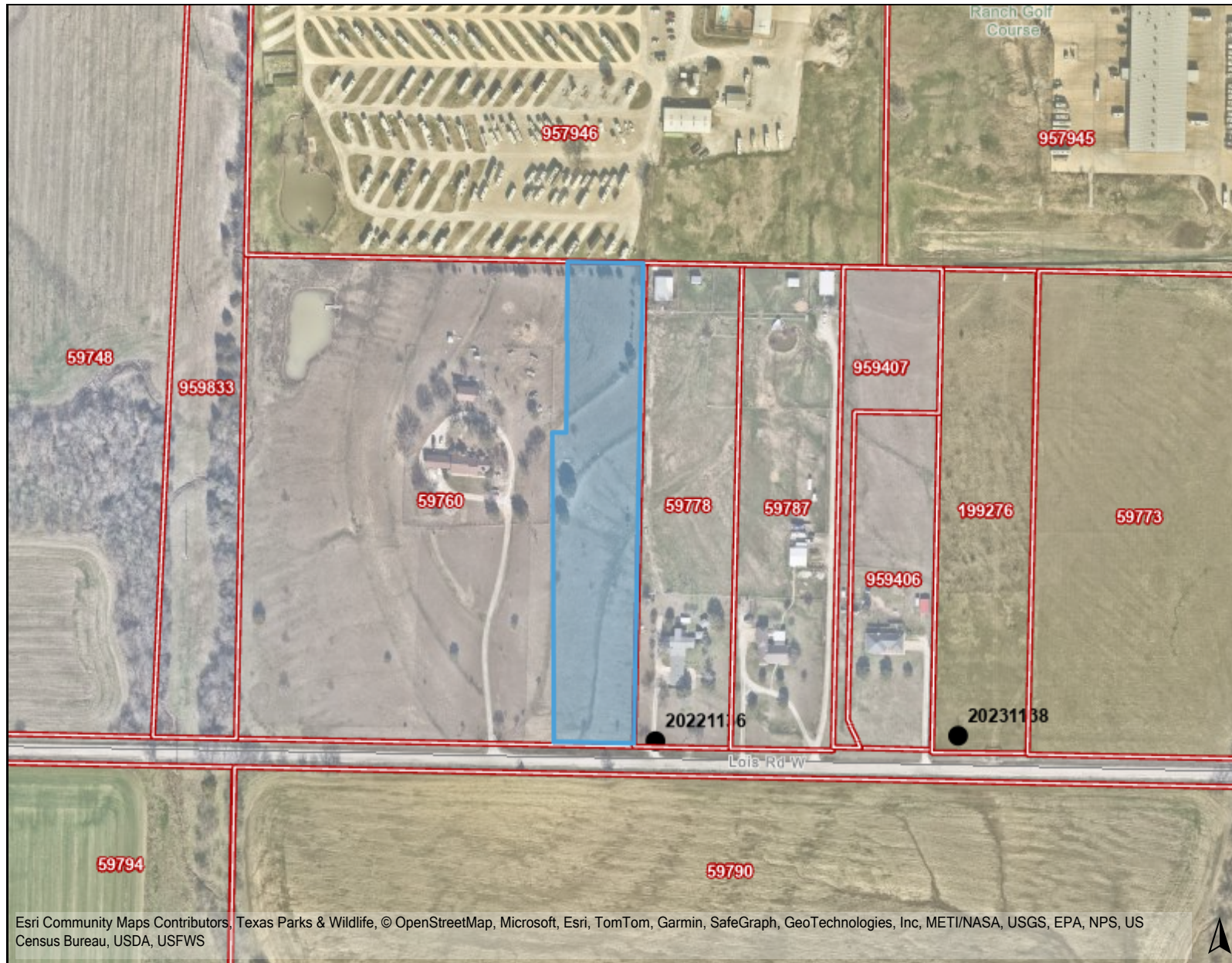
Staff recommends APPROVAL.

**ATTACHMENTS:**

Location Map  
Final Plat  
Application  
Letter of Intent

# Denton County Landmark Map

Item 13.



## 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

Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



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**B & A ROBERTS**

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.







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

**SUBDIVISION APPLICATION**
☐

Preliminary  
Plat Minor  
Plat

☒

Final  
Plat/Replat  
Amended Plat

☐

Vacating Plat  
Conveyance  
Plat

Applicant

Owner (if different from applicant)

Name: <b>Jamie Lee Wilson/Realtor</b>	Name: <b>Pedro Montoya Monterrosa</b>
Company: <b>Local Pro Realty</b>	Company: <b>N/A</b>
Address: <b>1916 Highland Park Circle</b>	Address: <b>3344 Lois Rd W</b>
City, State, Zip: <b>Denton, TX 76205</b>	City, State, Zip: <b>Sanger, TX 76266</b>
Phone: <b>940-594-4635</b>	Phone: <b>817-987-7002</b>
Fax:	Fax:
Email: <b>jamie@teamwilsonwins.com</b>	Email: <b>pamonterrosa@gmail.com</b>

## Submittal Checklist

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

Supporting Materials (List if provided): Application, Utility Will Serve Letters, New Plat InformationR Number(s): R59760

Signed by:

*Pedro Monterrosa*B9E642B47221456  
Owner's Signature

DocuSigned by:

*Yvette Contreras*0CAC88DFE2754C1...  
Owner's Signature

2/10/2025 | 10:17:10 AM | 9:5

Date

*Jamie Lee Wilson*  
Applicant's Signature

02/10/2025

Date

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



**Jamie Lee Wilson**  
1916 Highland Park Circle  
Denton, TX 76205  
940-594-4635

February 12, 2025

**City of Sanger**  
Permits and Development  
Sanger, TX 76266

**Subject: Letter of Intent for Purchase of 5.108 Acres from 3344 Lois Rd W, Sanger, TX 76266**

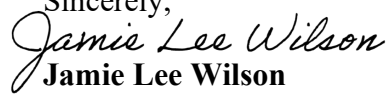
Dear Committee,

I am writing to formally express the intent for TBA Lois Rd W, Sanger, TX 76266, a 5.108-acre portion of the property located as part of **3344 Lois Rd W, Sanger, TX 76266** – currently a 20.59 acre parcel located in Sanger’s ETJ. The purpose of this acquisition is for **personal residential use**, specifically to construct a **single-family home**.

I am attaching a copy of sales contract between the seller and the buyer.

This purchase aligns with local zoning and land-use requirements, and the buyer is committed to adhering to all applicable **building codes, permitting processes, and development regulations** as set forth by the **City of Sanger**. Additionally, I am prepared to coordinate with any necessary city departments to ensure a smooth transition and compliance with municipal guidelines.

Please let me know if any further documentation or approvals are required to facilitate this transaction. I appreciate your time and consideration and look forward to working with the City of Sanger on this matter.

Sincerely,  
  
**Jamie Lee Wilson**  
jamie@teamwilsonwins.com



## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

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

**AGENDA ITEM:** Consideration and possible action on a Final Plat of Blue Star Industrial Second Addition, being approximately 14.86 acres of land described as A0725A S.F. LYNCH, TR 14 and 14A(PT), within the City of Sanger, generally located along N Stemmons Frwy and approximately 774 feet north of the intersection of View Rd loop.

**SUMMARY:**

- This plat is part of the larger Blue Star Development.
- The final plat will dedicate the easements needed to develop the site.
- The lot will be utilized for a proposed Light Industrial Development and will consist of an industrial shell warehouse of approximately 307,400 square feet.
- The site has frontage along N Stemmons Frwy.
- This will be the third warehouse in this development.
- The site will be served by Sanger Electric, Water, and Wastewater.
- The Planning & Zoning Commission recommended approval 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:**

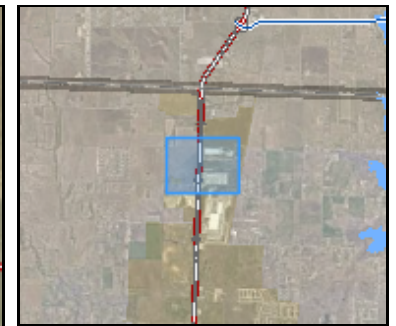
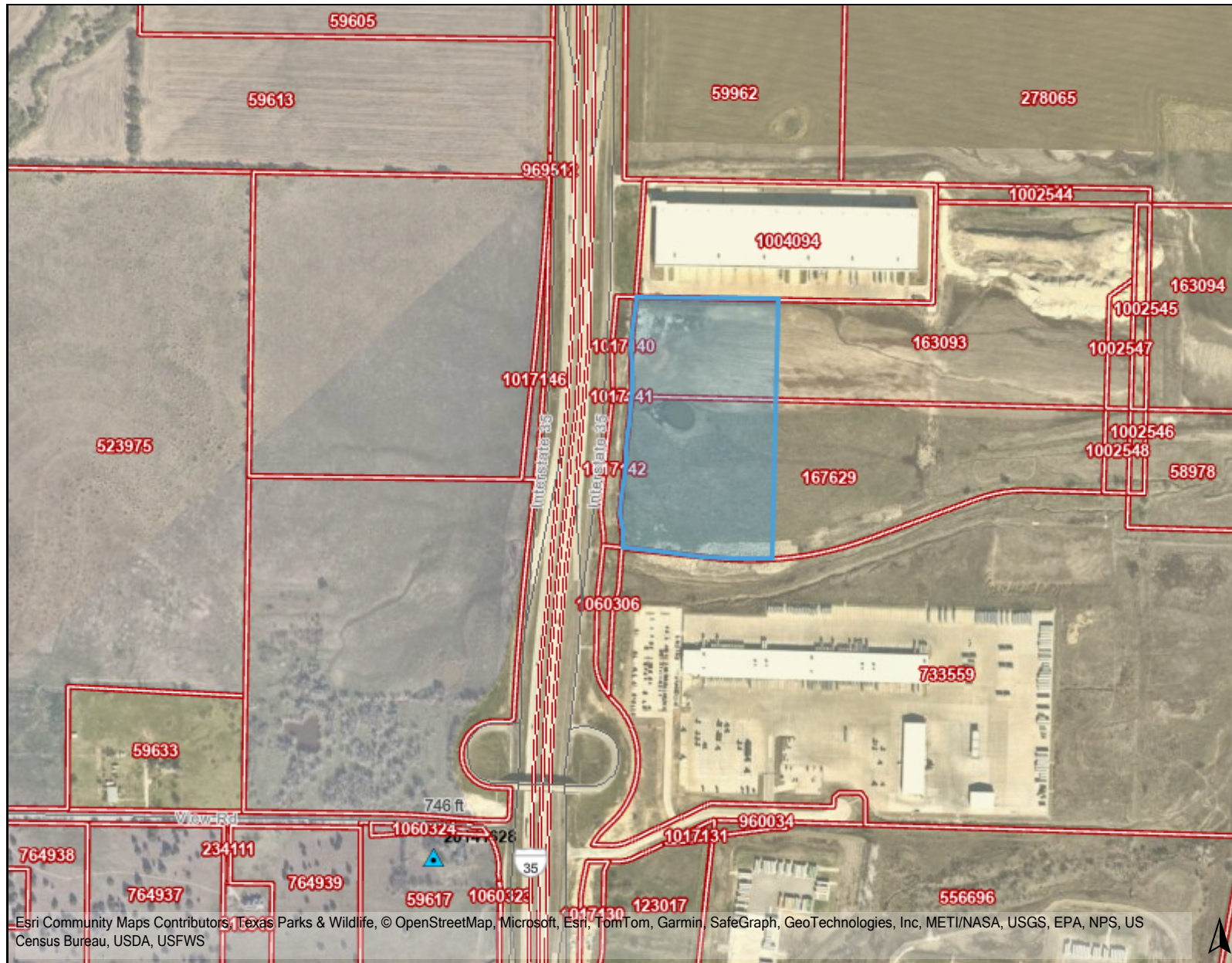
Staff recommends DENIAL on the condition all comments have not been satisfied.

**ATTACHMENTS:**

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

# Denton County Landmark Map

Item 14.



## 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

Esri Community Maps Contributors, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS



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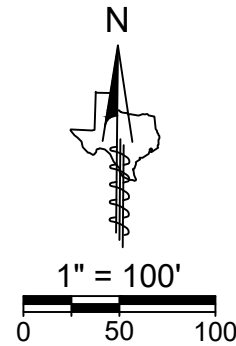
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This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property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





### GENERAL NOTES

- The purpose of this plat is to create one lot of record and dedicate easements.
- This property is located in **Non-Shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480786 as shown on Map Number 48121C0070G. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.
- The grid coordinates shown on this plat are based on GPS observations utilizing the AITerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).
- Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
- All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
- The bearings shown on this plat are based on GPS observations utilizing the AITerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).
- The elevations shown on this plat are based on GPS observations utilizing the AITerra RTK Network. North American Vertical Datum of 1988, (Geoid 12A).
- Building setbacks will be 20' from all lot lines.
- Water and Sanitary Sewer are provided by the City of Sanger, PO Box 1729, Sanger, TX 76266, 940-458-2571.
- Electric Service is provided by Sanger Electric Utilities, 202 Railroad Ave., Sanger, TX 76266, 940-458-2064; and Coserv Electric, 7701 S Stemmons Freeway, Corinth, TX 76210, 940-321-7800.
- Telephone service is provided by Century Link, 902-B W Central Texas Expwy, Ste 201, Killeen, TX 76541, 866-916-9905.
- All lots comply with the minimum size requirements of the zoning district.
- This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
- All common areas, drainage easements, and detention facilities, if any, will be owned and maintained by the HOA/POA. Any common area with in the City's right-of-way will require a facilities agreement to be reviewed and approved by the City.
- This plat does not alter or remove existing deed restrictions, if any, on this property.
- Minimum finished floor elevations are at least 2 feet above the 100 year floodplain, if any.
- This property is zoned Industrial-1 (I-1).
- Easements details are shown on page 2.

### CERTIFICATE OF SURVEYOR

STATE OF TEXAS §  
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Sanger, Denton County, Texas.

#### PRELIMINARY

this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Matthew Raabe, R.P.L.S. # 6402

Date \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW RAABE**, 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 \_\_\_\_\_, 2025.

Notary Public in and for the State of Texas

Project  
2106.072-10

Date  
03/06/2025

Drafter  
BE/DJJ



**EAGLE SURVEYING, LLC**  
222 S. Elm Street, Suite: 200  
Denton, TX 76201  
(940) 222-3009  
TX Firm #10194177

**SURVEYOR**  
Eagle Surveying, LLC  
222 S. Elm Street, Suite: 200  
Denton, TX 76201  
(940) 222-3009

**ENGINEER**  
Half Associates  
1201 N. Bowser Road  
Richardson, TX 75081

**OWNER/DEVELOPER**  
Crossmar Texas Industrial 1 LLC  
1500 East Central Avenue, Suite 110  
Bentonville, AR 72712

### LEGEND

D.R.D.C.T. Deed Records,  
Denton County, Texas  
O.R.D.C.T. Official Records,  
Denton County, Texas  
CIRS Capped Iron Rod Set  
CIRF Capped Iron Rod Found  
IRF Iron Rod Found  
POB Point of Beginning  
W.E. Water Easement  
S.S.E. Sanitary Sewer Easement  
D.E. Drainage Easement  
F.A.D.U.E. Fire Lane, Access, Drainage  
and Utility Easement

### APPROVED AND ACCEPTED

**CITY OF SANGER  
DENTON COUNTY, TEXAS**

Chairman, Planning & Zoning Commission  
Mayor, City of Sanger, Texas

Date \_\_\_\_\_

Thomas Muir  
Mayor, City of Sanger, Texas

Date \_\_\_\_\_

#### ATTEST:

Kelly Edwards, City Secretary  
City of Sanger, Tx

Date \_\_\_\_\_

### OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §  
COUNTY OF DENTON §

WHEREAS, **CROSSMAR TEXAS INDUSTRIAL 1 LLC** is the owner of a 14.86 acre tract of land out of the Benjamin Fynch Survey, Abstract Number 725, situated in the City of Sanger, Denton County, Texas, and being a portion of a called 67.22 acre tract of land conveyed to Crossmar Texas Industrial 1 LLC by deed of record in Document Number 2022-85902 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING, at a 5/8 inch iron rod with pink plastic cap stamped "TXDOT SURVEY MARKER" found in the East right-of-way line of Interstate Highway 35 (right-of-way width varies), being in the North line of Lot 1, Block 1, of R-L Carriers Addition, a subdivision of record in Document Number 2018-284 of the Plat Records of Denton County, Texas, and being the Southwest corner of said 67.22 acre tract;

THENCE, leaving the North line of said Lot 1, along the East right-of-way line of Interstate Highway 35, being the common West line of said 67.22 acre tract, the following five (5) courses and distances:

- Along a non-tangent curve to the right, having a radius of 16,140.00 feet, a chord bearing of N03°56'37"E, a chord length of 42.91 feet, a delta angle of 00°09'08", an arc length of 42.91 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT SURVEY MARKER" found at the end of said curve;
- N07°28'27"W, a distance of 100.44 feet to a 5/8 inch iron rod with pink plastic cap stamped "TXDOT SURVEY MARKER" found at the beginning of a non-tangent curve to the right;
- Along said non-tangent curve to the right, having a radius of 16,160.00 feet, a chord bearing of N05°08'19"E, a chord length of 503.80 feet, a delta angle of 01°47'11", an arc length of 503.83 feet to a 1/2 inch iron rod with pink plastic cap stamped "TXDOT" found at the end of said curve;
- N01°49'32"W, a distance of 200.07 feet to a 1/2 inch iron rod with pink plastic cap stamped "TXDOT" found at the beginning of a non-tangent curve to the left;
- Along said non-tangent curve to the left, having a radius of 16,615.00 feet, a chord bearing of N04°40'04"E, a chord length of 221.40 feet, a delta angle of 00°45'49", an arc length of 221.40 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set at the Southwest corner of Lot 2, Block A, of Blue Star Industrial Addition, a subdivision of record in Document Number 2022-197 of said Plat Records;

THENCE, S89°37'16"E, leaving the East right-of-way line of Interstate Highway 35, along the South line of said Lot 2, a distance of 568.63 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, S00°22'44"W, leaving the South line of said Lot 2, over and across said 67.22 acre tract, a distance of 1,101.03 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North line of said Lot 2, being the common South line of said 67.22 acre tract, from which a 1/2 inch iron rod found bears, along a chord, N77°32'08"E, a distance of 429.66 feet;

THENCE, along the North line of said Lot 2 and the common South line of said 67.22 acre tract, the following two (2) courses and distances:

- Along a non-tangent curve to the right, having a radius of 1,465.00 feet, a chord bearing of N89°07'27"W, a chord length of 250.66 feet, a delta angle of 09°48'55", an arc length of 250.97 feet to a 1/2 inch iron rod found at the end of said curve;
- N84°13'36"W, a distance of 359.18 feet to the POINT OF BEGINNING, and containing an area of 14.86 acres (647,224 square feet) of land, more or less.

### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT, **CROSSMAR TEXAS INDUSTRIAL 1 LLC** does hereby adopt this plat, designating herein described property as **LOT 1, BLOCK A, BLUE STAR INDUSTRIAL SECOND ADDITION**, an addition to the City of Sanger, Denton County, Texas, and does hereby dedicate to public use forever all streets, alleys, parks, watercourses, drains, easements and public places thereon shown for the purpose and consideration therein expressed. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the drainage and utility easements as shown. Said drainage and utility easements being hereby reserved for the mutual use and accommodation of all public utilities desiring to use same. All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on the drainage and utility easement and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said drainage and utility easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone.

OWNER: **CROSSMAR TEXAS INDUSTRIAL 1 LLC**

BY: \_\_\_\_\_  
Date \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

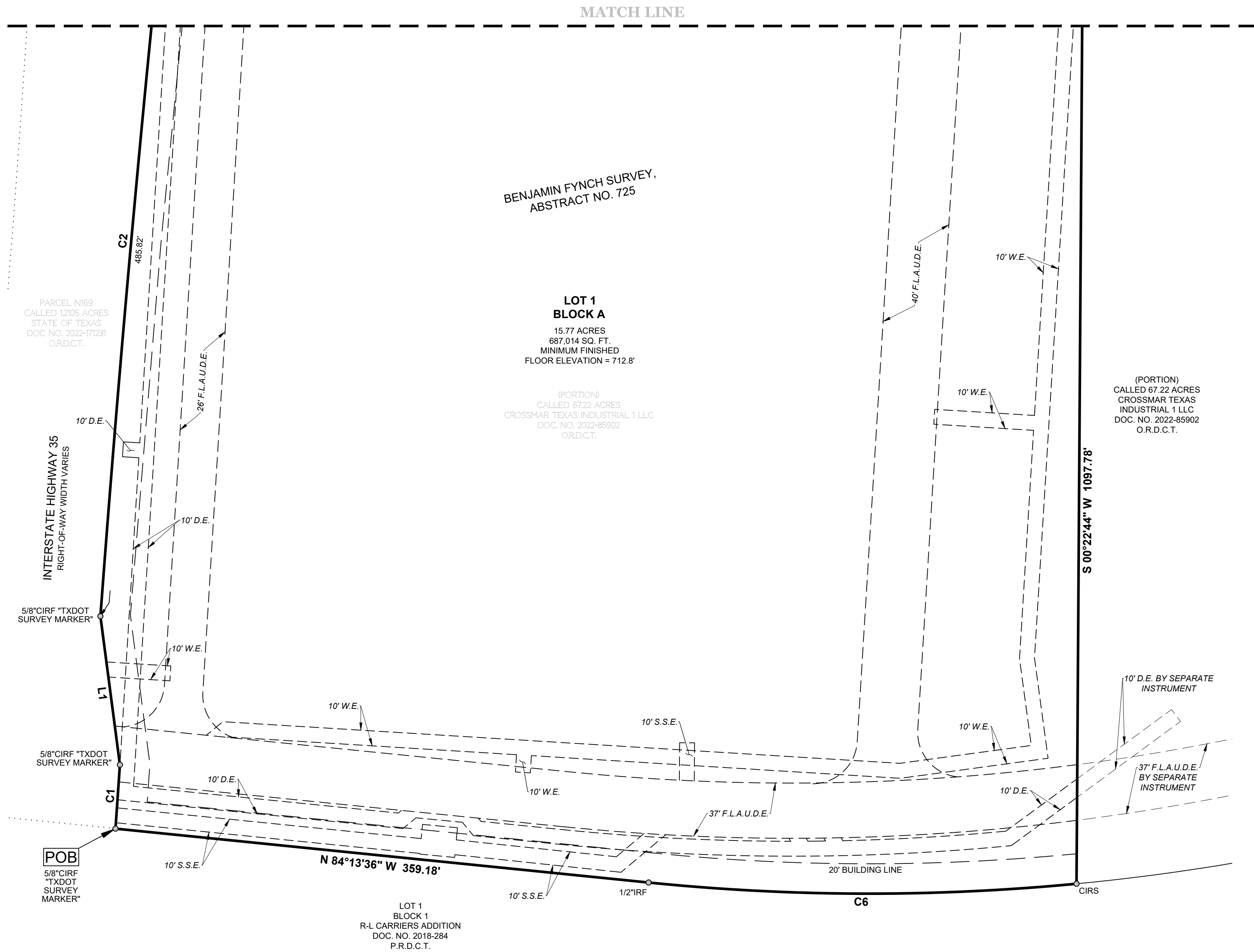
GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary Public in and for the State of Texas

**FINAL PLAT**  
**BLUE STAR INDUSTRIAL**  
**SECOND ADDITION**  
**LOT 1, BLOCK A**  
**14.86 ACRES**

**BENJAMIN F. LYNCH SURVEY, ABSTRACT No. 725**  
**CITY OF SANGER, DENTON COUNTY, TEXAS**





**EAGLE SURVEYING, LLC**  
222 S. Elm Street, Suite: 200  
Denton, TX 76201  
(940) 222-3009  
TX Firm #10194177

**SURVEYOR**  
Eagle Surveying, LLC  
222 S. Elm Street, Suite: 200  
Denton, TX 76201  
(940) 222-3009

**ENGINEER**  
Halff Associates  
1201 N. Bowser Road  
Richardson, TX 75081

**OWNER/DEVELOPER**  
Crossmar Texas Industrial 1 LLC  
1500 East Central Avenue, Suite 110  
Bentonville, AR 72712

BENJAMIN F. LYNCH SURVEY, ABSTRACT No. 725  
CITY OF SANGER, DENTON COUNTY, TEXAS



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: <b>Kaylie E. Flynn</b>	Name: <b>Chris Crossland</b>
Company: <b>Halff Associates</b>	Company: <b>CrossMar Texas Industrial 1 LLC</b>
Address: <b>1201 N Bowser Rd</b>	Address <b>2500 NE 11th St, Suite 300</b>
City, State, Zip: <b>Richardson, TX 75081</b>	City, State, Zip: <b>Bentonville, AR 72712</b>
Phone <b>214-937-3923</b>	Phone: <b>479-876-8377</b>
Fax: <b>214-739-0095</b>	Fax:
Email: <b>kflynn@halff.com</b>	Email: <b>cpcrossland@crossmarinvestments.com</b>

#### Submittal Checklist

	Pre-Application Conference (Date: / / )
<b>X</b>	Application Form (Signed by Owner and Applicant)
<b>X</b>	Letter of Intent
<b>X</b>	Non-Refundable Application Fee (Check Payable to City of Sanger)
<b>X</b>	Applicable Plat Checklist (Completed)
	Additional Required Documents/Traffic & Drainage Studies etc.

Supporting Materials (List if provided): \_\_\_\_\_

R Number(s): **163093 & 167629**

Owner's Signature

Date

Applicant's Signature

**3/10/25**  
**03/10/2025**



March 10, 2025

City of Sanger, Texas  
Development Services  
201 Bolivar Street  
P.O. Box 1729  
Sanger, TX 76266

Re: Letter of Intent for Final Plat Review

To Whom It May Concern,

We are submitting this Letter of Intent on behalf of the developer and owner of the subject property, for Final Plat Review. This subject property is defined as 14.86 acres of unplatted property in the Benjamin Fynch Survey, Abstract No. 725 in the City of Sanger, Denton County, Texas. The location of the property is just Northeast of the intersection of View Rd and I-35 in Sanger, Texas.

This purpose of this Final Plat is to create one lot of record and dedicate easements for a proposed Light Industrial development, consisting of an industrial shell warehouse building approximately 307,400 sf and its corresponding public improvements and services.

Thank you for your consideration of this submittal.

Sincerely,  
HALFF

A handwritten signature in blue ink that reads "Kaylie E. Flynn".

Kaylie Flynn, P.E.  
Land Development Team Leader  
Halff Associates, Inc.  
214-937-3923



**DATE: 4/7/25**

### **1<sup>st</sup> REVIEW COMMENTS – Final Plat – Blue Star Industrial Second Addition**

The request is for a Final Plat of Blue Star Industrial Second Addition, being approximately 14.86 acres in the A0725A S.F. LYNCH, TR 14, prepared by Eagle Surveying, LLC, submitted on 3/19/25. Below are the comments that should be addressed before City Council approval. Resubmit the revised plat along with a response letter addressing all comments.

### **Planning**

Provide the following;

1. 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.
2. Exact layout including;
  - 1) Street and/or alley names.
  - 2) (Provided)
  - 3) All existing and proposed easements for right-of-way, public services, utilities or any other easements and any limitations of the easements.
  - 4) Show centerline of existing streets. Dimensions from centerline to edges of existing and proposed right-of-way on both sides of the centerline.
  - 5) (Provided)
3. The accurate location, material, and approximate size of all monuments.
4. A signed and notarized copy of private restriction (if any), that are filed for record in the office of the County Clerk shall be provided with the Final Plat.
5. Add -Title Block with the following information:
  - 1) Provided
  - 2) Provided
  - 3) Provided
  - 4) Provided
  - 5) Provided
  - 6) Right-of-Way acreage, if dedicated
  - 7) Provided



6. The name, address and phone number of all utilities providing service to the development is required. A signature from each provider or a will-serve letter, signifying their ability to provide service to the subdivision is required.
7. Remove Mayor from Planning & Zoning Signature

#### **Informational Comments**

1. The property is within the City of Sanger.
2. The Final Plat will be scheduled for Planning and Zoning (P&Z) Commission meeting on Monday, April 14, 2025, and the City Council meeting on Monday, May 5, 2025.



April 7, 2025  
AVO 37449.004

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

**Re: Blue Star Industrial 2nd Edition Final Plat - Review #1**

Dear Ms. Hammonds,

Halff was requested by the City of Sanger to review the Final Plat for the Blue Star Industrial 2nd Edition development. The submittal was prepared by Eagle Surveying. and was received March 25, 2025.

We have completed our review and offer the following comments:

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

#### **Final Plat Comments**

1. The general notes state "Building setbacks will be 20' from all lot lines"; however, setback lines are missing from the north and east lot lines. Explain the missing setback lines and change the general note or add the missing lines accordingly.
2. Confirm the label "F.L.A.U.D.E." and the Legend's "F.A.D.U.E." reference the same easement. If they are the same, consider changing one to match each other.
3. Please explain or delete the two leaders in the lot's northeast corner on Sheet 2 of 2.
4. Confirm that the fire lane access interior and exterior radii meet the minimum requirements of 30' and 50' respectively.
5. Where is Curve C4 located?
6. Confirm if directions and distances are supposed to match.
7. Confirm if curve data is supposed to match.

If you have any questions or need additional information, please do not hesitate to call me at (817) 764-7468.



Sincerely,

*Keith L. Freeman*

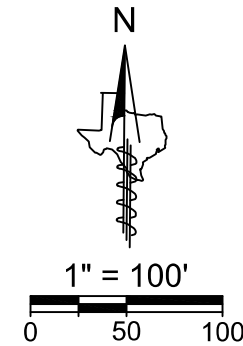
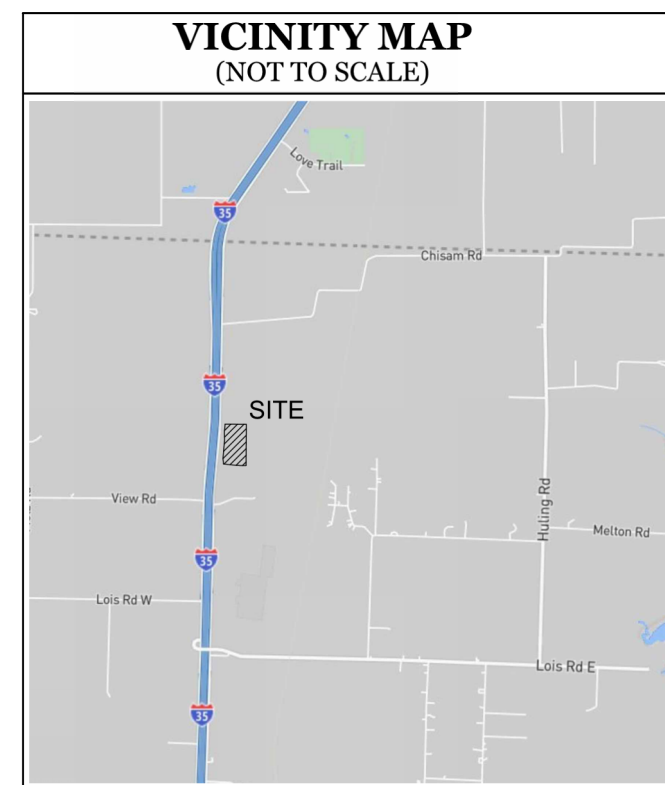
Keith Freeman, PE

**HALFF**

Firm No. 0312

Attachments: Final Plat markups





### GENERAL NOTES

- The purpose of this plat is to create one lot of record and dedicate easements.
- This property is located in **Non-Shaded Zone "X"** as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480786 as shown on Map Number 48121C0070G. The location of the Flood Zone is approximate, no vertical datum was collected at the time of the survey. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.
- The grid coordinates shown on this plat are based on GPS observations utilizing the AITerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).
- Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and/or withholding of utilities and building permits.
- All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
- The bearings shown on this plat are based on GPS observations utilizing the AITerra RTK Network. North American Datum of 1983 (Adjustment Realization 2011).
- The elevations shown on this plat are based on GPS observations utilizing the AITerra RTK Network. North American Vertical Datum of 1988, (Geoid 12A).
- Building setbacks will be 20' from all lot lines.
- Water and Sanitary Sewer are provided by the City of Sanger, PO Box 1729, Sanger, TX 76266, 940-458-2571.
- Electric Service is provided by Sanger Electric Utilities, 202 Railroad Ave., Sanger, TX 76266, 940-458-2064; and Coserv Electric, 7701 S Stemmons Freeway, Corinth, TX 76210, 940-321-7800.
- Telephone service is provided by Century Link, 902-B W Central Texas Expwy, Ste 201, Killeen, TX 76541, 866-916-9905.
- All lots comply with the minimum size requirements of the zoning district.
- This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
- All common areas, drainage easements, and detention facilities, if any, will be owned and maintained by the HOA/POA. Any common area with in the City's right-of-way will require a facilities agreement to be reviewed and approved by the City.
- This plat does not alter or remove existing deed restrictions, if any, on this property.
- Minimum finished floor elevations are at least 2 feet above the 100 year floodplain, if any.
- This property is zoned Industrial-1 (I-1).
- Easements details are shown on page 2.

### CERTIFICATE OF SURVEYOR

STATE OF TEXAS §  
COUNTY OF DENTON §

I, **MATTHEW RAABE**, Registered Professional Land Surveyor, do hereby certify that this plat was prepared from an actual survey made on the ground and that the monuments shown hereon were found or placed with 1/2-inch iron rods with green plastic caps stamped "EAGLE SURVEYING" under my direction and supervision in accordance with the current provisions of the Texas Administrative Code and the Ordinances of the City of Sanger, Denton County, Texas.

#### PRELIMINARY

this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Matthew Raabe, R.P.L.S. # 6402

Date

STATE OF TEXAS §  
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **MATTHEW RAABE**, 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 \_\_\_\_\_, 2025.

Notary Public in and for the State of Texas

Project	2106.072-10	<b>EAGLE SURVEYING, LLC</b> 222 S. Elm Street, Suite: 200 Denton, TX 76201 (940) 222-3009 TX Firm #10194177
Date	03/06/2025	
Drafter	BE/DJJ	

**SURVEYOR**  
Eagle Surveying, LLC  
222 S. Elm Street, Suite: 200  
Denton, TX 76201  
(940) 222-3009

**ENGINEER**  
Half Associates  
1201 N. Bowser Road  
Richardson, TX 75081

**OWNER/DEVELOPER**  
Crossmar Texas Industrial 1 LLC  
1500 East Central Avenue, Suite 110  
Bentonville, AR 72712

### LEGEND

D.R.D.C.T.	Deed Records, Denton County, Texas
O.R.D.C.T.	Official Records, Denton County, Texas
CIRS	Capped Iron Rod Set
CIRF	Capped Iron Rod Found
IRF	Iron Rod Found
POB	Point of Beginning
W.E.	Water Easement
S.S.E.	Sanitary Sewer Easement
D.E.	Drainage Easement
F.A.D.U.E.	Fire Lane, Access, Drainage and Utility Easement

Update label (FLADUE) or legend (FADUE) to match

LINE TABLE			
LINE	BEARING	DISTANCE	
L1	N 07°28'27" W	100.44'	

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	16140.00'	42.91'	0°09'08"	N 03°56'37" E	42.91'
C2	16160.00'	503.83'	1°47'11"	N 05°08'19" E	503.80'
C3	16615.00'	221.40'	0°45'49"	N 04°40'04" E	221.40'
C4	16632.13'	413.68'	1°25'30"	N 03°44'31" E	413.67'
C5	1465.00'	431.22'	16°51'34"	N 77°32'08" E	429.66'
C6	1465.00'	287.30'	11°14'11"	N 89°50'05" W	286.84'

LOT 2, BLOCK A,  
BLUE STAR INDUSTRIAL ADDITION  
DOC. NO. 2022-197  
P.R.D.C.T.

PARCEL N10B  
CALLED 1649 ACRES  
STATE OF TEXAS  
DOC. NO. 2022-170941  
O.R.D.C.T.

BENJAMIN FYNCH SURVEY,  
ABSTRACT NO. 725

LOT 1  
BLOCK A  
15.77 ACRES  
687,014 SQ. FT.  
MINIMUM FINISHED  
FLOOR ELEVATION = 712.8'

(PORTION)  
CALLED 67.22 ACRES  
CROSSMAR TEXAS INDUSTRIAL 1 LLC  
DOC. NO. 2022-85902  
O.R.D.C.T.

(PORTION)  
CALLED 67.22 ACRES  
CROSSMAR TEXAS INDUSTRIAL 1 LLC  
DOC. NO. 2022-85902  
O.R.D.C.T.

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THENCE, leaving the North line of said Lot 1, along the East right-of-way line of Interstate Highway 35, being the common West line of said 67.22 acre tract, the following five (5) courses and distances:

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THENCE, S00°22'44"W, leaving the South line of said Lot 2, over and across said 67.22 acre tract, a distance of **1,101.03** feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the North line of said Lot 2, being the common South line of said 67.22 acre tract, from which a 1/2 inch iron rod found bears, along a chord, N77°32'08"E, a distance of 429.66 feet;

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- N84°13'36"W, a distance of 359.18 feet to the POINT OF BEGINNING, and containing an area of 14.86 acres (647,224 square feet) of land, more or less.

#### NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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OWNER: **CROSSMAR TEXAS INDUSTRIAL 1 LLC**

BY: \_\_\_\_\_  
Date

STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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 \_\_\_\_\_, 2025.

Notary Public in and for the State of Texas

### APPROVED AND ACCEPTED

CITY OF SANGER  
DENTON COUNTY, TEXAS

Chairman, Planning & Zoning Commission  
Mayor, City of Sanger, Texas

Date

Thomas Muir  
Mayor, City of Sanger, Texas

Date

#### ATTEST:

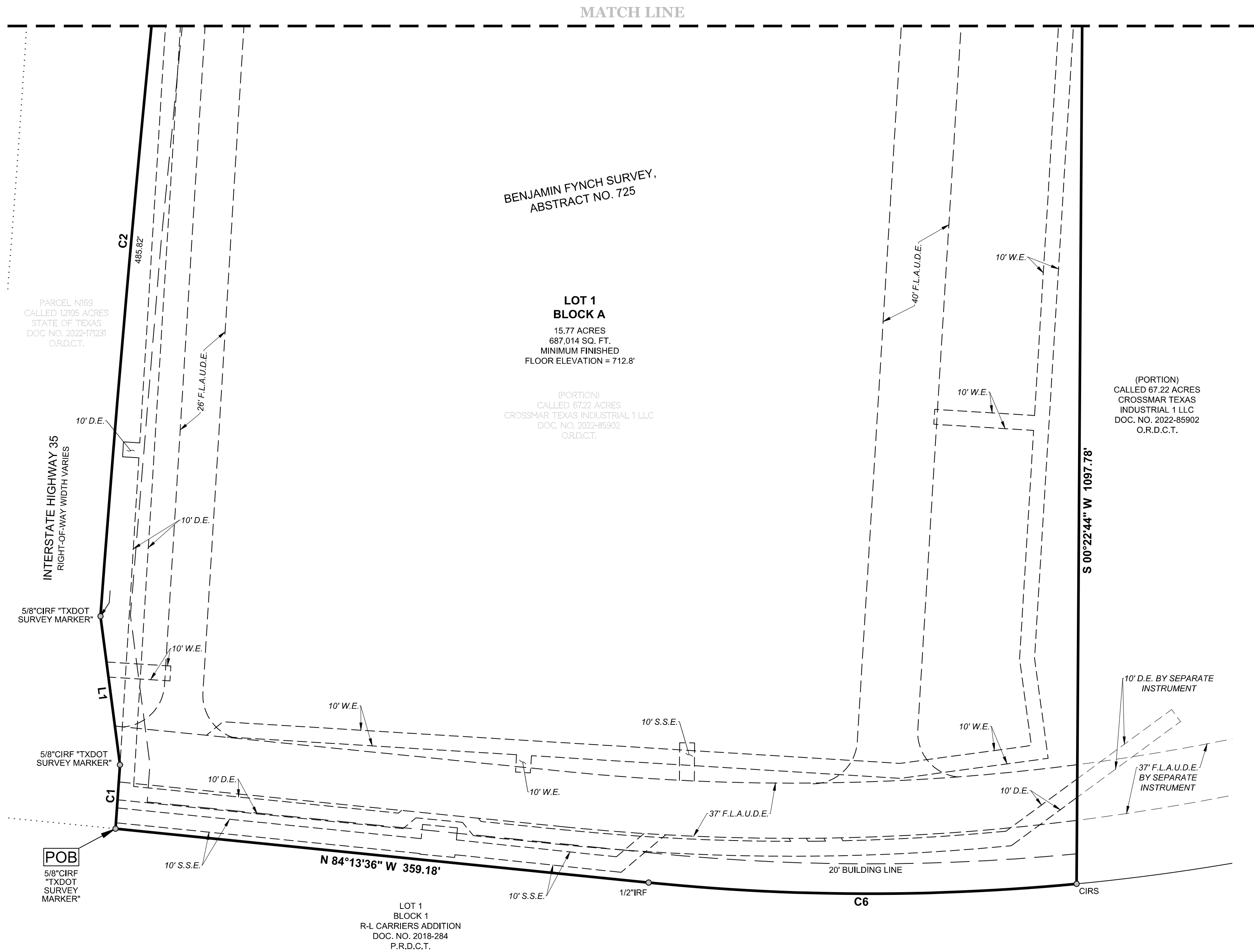
Kelly Edwards, City Secretary  
City of Sanger, Tx

Date

## FINAL PLAT BLUE STAR INDUSTRIAL SECOND ADDITION LOT 1, BLOCK A 14.86 ACRES

BENJAMIN F. LYNCH SURVEY, ABSTRACT No. 725  
CITY OF SANGER, DENTON COUNTY, TEXAS





Project	2106.072-10	 <b>EAGLE SURVEYING, LLC</b> 222 S. Elm Street, Suite: 200 Denton, TX 76201 (940) 222-3009 TX Firm #10194177
Date	03/06/2023	
Drafter	BE/DJJ	

BENJAMIN F. LYNCH SURVEY, ABSTRACT No. 725  
CITY OF SANGER, DENTON COUNTY, TEXAS



## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

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

**AGENDA ITEM:** Consideration and possible action on a Preliminary Plat of Sanger Daycare Addition, being approximately 5.070 acres of land described as MARY H SHIRLEY BLK 14(S PT), 15, and A1241A TIERWESTER, TR 276, generally located on the east side of 2nd Street approximately 142 feet north of Jackilu Street.

**SUMMARY:**

- The developer is proposing to subdivide two unplatted lots into five developable lots.
- The development consists of approximately 5.070 acres.
- The lots range in size from 0.138 to 2.479 acres
- A proposed daycare will be constructed on Lot 2.
- The Planning & Zoning Commission recommended approval 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 on the condition all comments have not been satisfied.

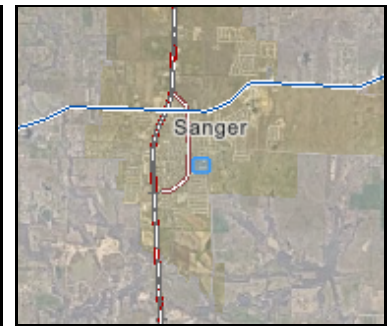
**ATTACHMENTS:**

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



# Denton County Landmark Map

Item 15.



## Legend

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

## Notes

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0 200 400  
ft

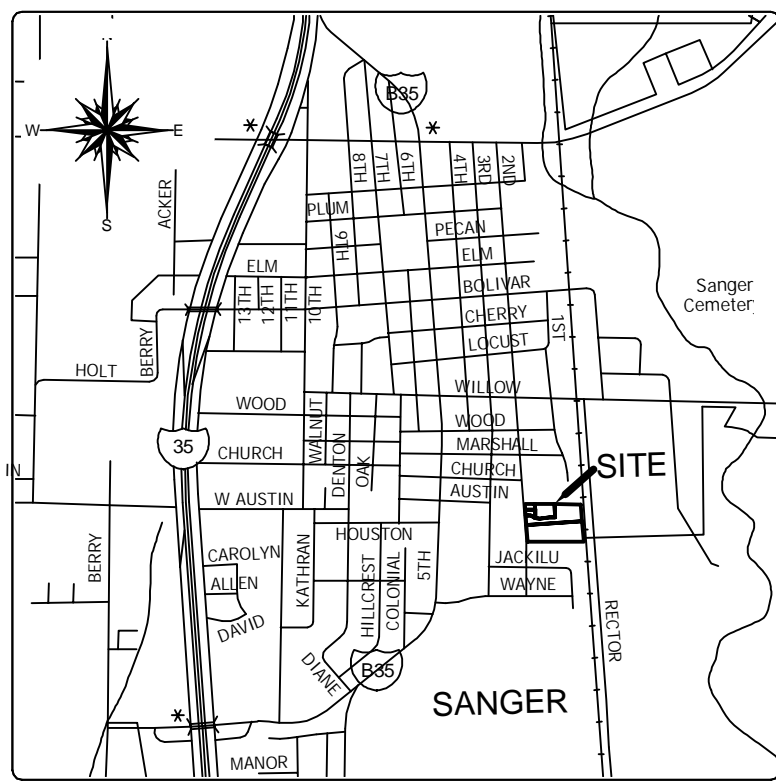
<https://gis.dentoncounty.gov>

4/9/2025 4:53:27 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.



VICINITY MAP  
NOT TO SCALE

## GENERAL NOTES:

- ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
- THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
- ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY.
- NOTICE- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THIS PLAT DOES NOT REMOVE EXISTING DEED RESTRICTION, IF ANY, ON THIS PROPERTY.
- MINIMUM FINISHED FLOOR ELEVATIONS ARE TO BE AT LEAST 2 FEET ABOVE THE 100-YEAR FLOOD PLAIN.
- FLOOD STATEMENT:** I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF SANGER, COMMUNITY NUMBER 480786 EFFECTIVE DATE 04-18-2011 AND THAT MAP INDICATES AS SCALED, THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR)" AS SHOWN ON PANEL 210 G OF SAID MAP.
- THE PURPOSE OF THIS PLAT IS TO CREATE 5 LOTS OF RECORD FROM A 5.070 ACRE PARCEL OF LAND.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
- THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS.
- PRIVATE IMPROVEMENTS MAY NOT BE BUILT UPON OR ENCRROACH ONTO EXISTING PUBLIC OR PRIVATE EASEMENTS.

Closure Report Thu Dec 5 09:37:08 2024

Nothing	Easting	Bearing	Distance
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7178468.316	2374892.537	N 88°52'34" W	576.154
7178479.616	2374316.493	N 02°48'53" W	389.910
7178869.055	2374297.347	S 88°02'41" E	100.000
7178865.643	2374397.289	S 87°56'56" E	473.369
7178848.700	2374870.354	S 03°20'15" E	381.030
7178468.316	2374892.537		

Closure Error Distance&gt; 0.00000

Total Distance&gt; 1920.463

Polyline Area: 220854 sq ft, 5.070 acres

4321 I-35 SUITE 575  
GAINESVILLE, TX 76205  
(940)382-3446

JOB NUMBER: 230464-02  
DRAWN BY: TEP  
DATE: 1-14-2025

R.P.L.S.  
KENNETH A. ZOLLINGER

SURVEYOR:  
KAZ SURVEYING, INC.  
4321 I-35 SUITE 575  
DENTON, TEXAS 76205  
PHONE: 940-382-3446  
TBPLS FIRM# 10002100

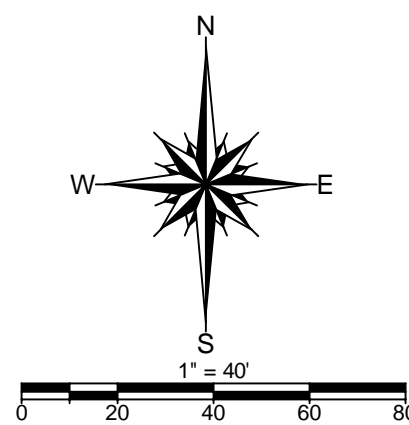
OWNER:  
SPRINGER FAMILY RENTALS LTD.  
P.O. BOX 248  
SANGER, TEXAS 76266  
CONTACT: (940) 458-7758

BOUNDARY LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°52'34" W	17.40
L2	N 87°31'38" E	17.31
L3	N 88°51'46" E	96.00
L4	N 88°55'57" E	158.74

24' FIRE LANE, ACCESS & WATER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L5	N 87°31'38" E	17.30
L6	N 88°51'46" E	97.97
L7	N 88°55'57" E	63.72
L8	N 01°04'03" W	100.02
L9	S 01°04'03" E	94.68
L10	N 87°49'56" E	25.02
L11	S 01°58'21" E	15.06
L12	S 87°56'46" W	38.44
L13	S 88°55'57" W	137.07
L14	S 88°51'46" W	97.33
L15	S 87°31'38" W	17.16
L16	N 02°48'53" W	24.00
L17	N 01°04'03" W	45.00
L18	S 01°04'03" E	45.00

15' SANITARY SEWER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L19	S 87°56'56" E	115.07
L20	S 03°20'15" E	148.00
L21	S 87°11'07" W	1238.88
L22	S 01°10'16" W	215.92
L23	N 88°49'44" W	15.00
L24	N 01°10'16" E	214.88
L25	S 87°11'07" W	518.75
L26	N 02°48'53" W	15.00

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	113.00	173.16	N 73°55'33" W	71.89
C2	87.00	16.90	S 60°56'37" E	16.87
C3	87.00	41.95	N 80°19'22" W	41.55
C4	112.00	72.51	N 73°55'33" W	71.25
C5	88.00	59.53	N 74°45'29" W	58.40
C6	25.00	39.27	S 43°55'57" W	35.36
C7	49.00	24.81	S 13°29'14" W	24.65
C8	49.00	31.88	N 70°17'45" E	31.32
C9	112.00	75.76	N 74°45'29" W	74.33
C10	88.00	56.97	S 73°55'33" E	55.88
C11	25.00	78.54	S 88°55'57" W	50.00
C12	25.00	78.54	N 88°55'57" E	50.00



LEGEND	
R.O.W.	= RIGHT-OF-WAY
FIR	= FOUND IRON ROD
FIR/CAP	= FOUND IRON ROD W/CAP
SIR/CAP	= SET IRON ROD W/CAP
CM	= CONTROLLING MONUMENT
( )	= PLAT OR DEED CALL
POB	= POINT OF BEGINNING
—	= BOUNDARY LINE
- - -	= BUILDING LINE
- . - .	= EASEMENT LINE
- - - -	= ADJOINER LINE
—+—	= CENTERLINE
+++++	= RAILROAD

## OWNERS CERTIFICATION:

WHEREAS SPRINGER FAMILY RENTALS LTD. IS THE OWNER OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE HENRY TIERWESTER SURVEY, ABSTRACT NUMBER 1241 DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 5.062 ACRE TRACT OF LAND DESCRIBED IN DEED TO SPRINGER FAMILY RENTALS, LTD RECORDED IN DOCUMENT NUMBER 2015-68194, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2 INCH CAPPED IRON ROD FOUND MAINTAINING THE SOUTHEAST CORNER OF SAID 5.062 ACRE TRACT, THE NORTHEAST CORNER OF V.H. WARD JR. SUBDIVISION, BLOCK 2, AN ADDITION IN THE CITY OF SANGER, TEXAS AS SHOWN BY PLAT OF RECORD IN CABINET A, SLIDE 142, PLAT RECORDS, DENTON COUNTY, TEXAS, AND IN THE WEST LINE OF BURLINGTON NORTHERN, SANTA FE RAILROAD;

**THENCE** NORTH 88 DEGREES 52 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 5.062 ACRE TRACT, AND THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 576.15 FEET TO A CAPPED IRON ROD SET STAMPED "KAZ" FOR THE SOUTHWEST CORNER OF SAID 5.062 ACRE TRACT, IN THE EAST RIGHT OF WAY LINE OF SECOND STREET, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 1, BLOCK 2, OF SAID V.H. WARD JR. SUBDIVISION, BEARS NORTH 88 DEGREES 52 MINUTES 34 SECONDS WEST, A DISTANCE OF 17.40 FEET;

**THENCE** NORTH 02 DEGREES 48 MINUTES 53 SECONDS WEST, ALONG THE WEST LINE OF SAID 5.062 ACRE TRACT AND SAID EAST RIGHT-OF-WAY LINE, DISTANCE OF 389.91 FEET TO A CAPPED IRON ROD SET STAMPED "KAZ" FOR THE NORTHWEST CORNER OF SAID 5.062 ACRE TRACT AND THE SOUTHWEST CORNER OF A "FIRST TRACT" OF LAND CONVEYED TO STEVE HOLLINGSWORTH AND BARARA H. MARTIN, CO TRUSTEES IN DOCUMENT NUMBER 1007-105088 OF SAID REAL PROPERTY RECORDS;

**THENCE** SOUTH 88 DEGREES 02 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF SAID 5.062 ACRE TRACT AND THE SOUTH LINE OF SAID "FIRST TRACT", A DISTANCE OF 100.00 FEET TO A 1/2 INCH CAPPED IRON ROD SET STAMPED "KAZ" FOR THE SOUTHEAST CORNER OF SAID "FIRST TRACT" AND THE SOUTHWEST CORNER OF A 3.390 ACRE "SECOND TRACT" OF LAND CONVEYED TO STEVE HOLLINGSWORTH AND BARARA H. MARTIN, CO TRUSTEES IN DOCUMENT NUMBER 1007-105088 OF SAID REAL PROPERTY RECORDS;

**THENCE** SOUTH 87 DEGREES 56 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF SAID 5.062 ACRE TRACT AND THE SOUTH LINE OF SAID 3.390 ACRE "SECOND TRACT", A DISTANCE OF 473.37 FEET TO A 1/2 INCH IRON ROD FOUND MAINTAINING THE NORTHEAST CORNER OF SAID 5.062 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 3.390 ACRE "SECOND TRACT", AND IN THE WEST LINE OF SAID BURLINGTON NORTHERN, SANTA FE RAILROAD;

**THENCE** SOUTH 03 DEGREES 20 MINUTES 15 SECONDS EAST, ALONG THE EAST LINE OF SAID 5.062 ACRE TRACT AND THE WEST LINE OF SAID BURLINGTON NORTHERN, SANTA FE RAILROAD, A DISTANCE OF 381.03 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 5.070 ACRES OF LAND, MORE OR LESS.

## OWNER'S DEDICATION

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, SPRINGER FAMILY RENTALS, LTD., through it duly sworn representative, does hereby adopt this Final Plat, designating the hereinabove described property as SANGER DAYCARE ADDITION, an addition to the City of Sanger, Texas, and do hereby dedicate to public use forever by fee simply title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, dive 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 items in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Sanger. The City of Sanger and public utility entities shall have the right to a access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

JEFF SPRINGER DATE  
REPRESENTATIVE SPRINGER FAMILY RENTALS, LTD.

STATE OF TEXAS  
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JEFF SPRINGER**, 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 \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES \_\_\_\_\_.

## 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 SHOWN 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, L.S. # 5312 DATE \_\_\_\_\_

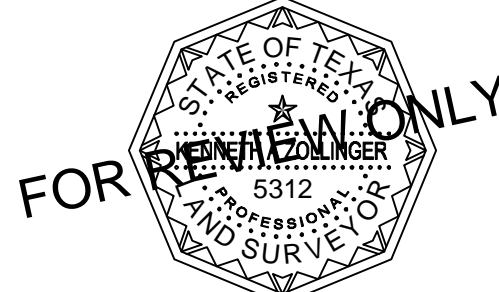
STATE OF TEXAS  
COUNTY OF DENTON

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES \_\_\_\_\_.



## \*APPROVED AND ACCEPTED

CHAIRMAN, PLANNING & ZONING COMMISSION  
CITY OF SANGER, TEXAS

DATE \_\_\_\_\_

MAYOR  
CITY OF SANGER

DATE \_\_\_\_\_

ATTESTED BY \_\_\_\_\_

CITY SECRETARY  
CITY OF SANGER, TEXAS

DATE \_\_\_\_\_

## APPROVAL BLOCK

FINAL PLAT  
LOTS 1-5, BLOCK A  
SANGER DAYCARE ADDITION  
BEING 5.070 ACRES  
IN THE HENRY TIERWESTER SURVEY,  
ABSTRACT NUMBER 1241,  
IN THE CITY OF SANGER,  
DENTON COUNTY, TEXAS

DATE OF PLAT 1-14-2025



GRADING NOTES

1. A GRADING PERMIT IS REQUIRED FROM THE CITY PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THIS PERMIT AND PAYING ALL ASSOCIATED FEES.
2. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.
3. ALL SPOT ELEVATIONS SHOWN ARE TO TOP OF PAVING SURFACE OR FINISHED EARTH GRADE UNLESS NOTED OTHERWISE. ADD 6-INCHES TO SPOT GRADES SHOWN, FOR TOP OF CURB ELEVATIONS.
4. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS AND NO PONDING IN PAVED AREAS. CONTRACTOR FIELD ADJUSTMENTS TO SPOT GRADES TO MAINTAIN POSITIVE DRAINAGE ARE ALLOWED WITH THE PRIOR APPROVAL OF THE ENGINEER. CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PAVING. IF ANY AREAS OF POOR DRAINAGE ARE ENCOUNTERED.
5. THE CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES WHICH ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.
6. ALL EXISTING CONCRETE PAVING, CHANNEL IMPROVEMENTS, SIDEWALK, STRUCTURES AND CURB DEMOLITION SHALL BE REMOVED IN THEIR ENTIRETY, AND DISPOSED OF BY THE CONTRACTOR, OFF SITE UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER.
7. ALL AREAS DISTURBED BY GRADING OPERATIONS SHALL BE SEEDED, TEMPORARILY IRRIGATED AND MAINTAINED UNTIL A UNIFORM COVERAGE OF 70% MINIMUM DENSITY, AS DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE, IS ACHIEVED.
8. THE GRADING CONTRACTOR SHALL COORDINATE WITH THE FRANCHISE UTILITY COMPANIES FOR ANY REQUIRED UTILITY ADJUSTMENTS AND/OR RELOCATIONS.
9. THE CONTRACTOR SHALL CALCULATE THEIR OWN EARTHWORK QUANTITIES TO DETERMINE THEIR BID. ANY DEVIATION FROM A BALANCED CUT AND FILL SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER AND ANY VARIANCE SHALL BE SPECIFICALLY ITEMIZED ON THE BID.

WATER AND SANITARY SEWER NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES WHERE PROPOSED UTILITIES ARE BEING CONNECTED, PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT IS DISCOVERED.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN, COORDINATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY SERVICES ENTERING THE BUILDING AND/OR CROSSING OTHER UTILITIES.
3. ALL WATER AND SANITARY SEWER SERVICES SHALL TERMINATE 5 FEET OUTSIDE THE BUILDING UNLESS OTHERWISE NOTED AND THE END OF THESE SERVICES SHALL BE TIGHTLY PLUGGED OR CAPPED. SEE M.E.P. OR ARCHITECTURAL PLANS FOR CONTINUATION.
4. ALL FIRE LINES SHALL CONFORM TO THE CITY DESIGN CRITERIA.
5. ALL APPURTENANCES USED FOR FIRE PROTECTION SHALL CONFORM TO THE CURRENT CITY DESIGN STANDARDS.
6. FOR PIPES 12" AND SMALLER IN THE PROPOSED OR EXISTING PAVEMENT, DEPTH OF OVER SHALL BE 42". FOR 12" AND SMALLER WATER MAIN IN AREAS WITHOUT PERMANENT PAVING SURFACES WITH BASE, THE MINIMUM DEPTH OF COVER SHALL BE 5 FEET.
7. ALL SANITARY SEWER LINES SHALL BE A MINIMUM OF PVC (SDR-35) PIPE. ALL SANITARY SEWER LINES DEEPER THAN 12 FEET SHALL BE SDR-26. ALL WATER LINES 12" AND SMALLER SHALL BE C900, DR-14 PVC.
8. THE CONTRACTOR SHALL SEQUENCE CONSTRUCTION TO AVOID INTERRUPTION OF WATER AND SANITARY SEWER SERVICE TO SURROUNDING AREAS.
9. EXISTING AND/OR PROPOSED WATER MAINS SHALL BE LOWERED BELOW OR ABOVE PROPOSED SANITARY AND STORM SEWER LINES TO MAINTAIN A MINIMUM OF 2.0 FEET OR VERTICAL SEPARATION. CONTRACTOR TO MAINTAIN MINIMUM 9'-FEET (OUTSIDE TO OUTSIDE) SEPARATION BETWEEN SANITARY SEWER, WATER AND STORM SEWER MAIN. FIRE HYDRANTS ARE NOT TO BE INSTALLED CLOSER THAN 9 FEET TO ANY WASTEWATER MAIN OR APPURTENANCE.
10. EXISTING MANHOLE TOPS, VALVE BOXES, FIRE HYDRANTS AND ALL OTHER UTILITY APPURTENANCES SHALL BE ADJUSTED, AS REQUIRED, TO MATCH PROPOSED GRADES AS SHOWN ON GRADING PLAN.
11. CONTRACTOR SHALL CONTACT NECESSARY FRANCHISE UTILITY COMPANIES PRIOR TO CONSTRUCTION, IN ORDER TO LOCATE AND/OR DISCONNECT SERVICES.
12. FOR EACH SEWER AND WATER CROSSING, CENTER ONE JOINT OF SEWER PIPE ON THE EXISTING OR PROPOSED WATER MAIN.
13. ALL VALVES AND FITTINGS SHALL HAVE MEGALUG ANCHORS.
14. ALL CONNECTIONS TO EXISTING WATER MAINS SHALL BE DONE BY CITY PERSONNEL AT THE CONTRACTOR'S EXPENSE.
15. CONTRACTOR TO COORDINATE WATER SERVICES AND METERS WITH THE MEP PLANS FOR EACH BUILDING.
16. CONTRACTOR TO COORDINATE IRRIGATION SERVICES AND METERS WITH THE LANDSCAPE AND IRRIGATION PLANS.

TRAFFIC CONTROL NOTES

1. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS, AT LEAST 48 HOURS PRIOR TO ANY WORK IN A CITY RIGHT-OF-WAY.
2. ALL TRAFFIC CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST VERSION.
3. THE CONTRACTOR SHALL COVER EXISTING SIGNS AND OBLITERATE EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF THESE TRAFFIC CONTROL PLANS TO AVOID CONFUSION TO THE TRAVELING PUBLIC.
4. THE CONTRACTOR SHALL UNCOVER EXISTING SIGNS AND REPLACE PAVEMENT MARKINGS IN-KIND AS ORIGINALLY CONFIGURED AT THE END OF CONSTRUCTION OPERATIONS AND PRIOR TO FINAL ACCEPTANCE BY THE OWNER.
5. ALL TEMPORARY SIGNS, BARRICADES, WARNING LIGHTS AND OTHER MISCELLANEOUS TRAFFIC CONTROL MEASURES SHALL BE REMOVED AND ORIGINAL TRAFFIC CONTROL MEASURES REPLACED AT THE END OF THE CONTRACTOR'S CONSTRUCTION OPERATIONS.
6. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD, MOST RECENT EDITION WITH REVISIONS) DURING CONSTRUCTION.
7. APPROVED COPIES OF "TRAFFIC CONTROL PLANS" AND LANE/SIDEWALK CLOSURE PERMITS SHALL BE AVAILABLE FOR INSPECTION AT JOB SITE AT ALL TIMES.

EROSION CONTROL NOTES

1. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO SITE DISTURBANCE AND SHALL REMAIN IN PLACE UNTIL FINAL GRADING AND PAVING IS COMPLETE AND A STAND OF GRASS IS ESTABLISHED WITH 70% COVERAGE ACHIEVED.
2. CONSTRUCTION OPERATIONS SHALL BE MANAGED SO THAT AS MUCH OF THE SITE AS POSSIBLE IS LEFT COVERED WITH TOPSOIL AND VEGETATION.
3. ALL AREAS DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE SEEDED AND IRRIGATED UNTIL A PERMANENT STAND OF GRASS IS ACHIEVED WITH A MINIMUM OF 70% COVERAGE.
4. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL EROSION, CONSERVATION, AND SILTATION ORDINANCES AND OBTAIN APPROPRIATE PERMITS ASSOCIATED WITH THE PROJECT. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES UPON COMPLETION OF PERMANENT DRAINAGE AND THE ESTABLISHMENT OF A STAND OF GRASS WITH 70% COVERAGE TO PREVENT EROSION. THE CONTRACTOR SHALL USE SEDIMENT FILTERS OR OTHER MEASURES APPROVED BY THE ENGINEER AND CONSTRUCTION MANAGER OR EXISTING INLETS, OR FROM BEING TRANSPORTED TO ADJACENT PROPERTIES AND STREET RIGHT-OF-WAYS.
5. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION TRAFFIC UTILIZES THE STABILIZED ENTRANCE AT ALL TIMES FOR INGRESS/EGRESS TO THE SITE.
6. CONSTRUCTION ENTRANCE:  
MINIMUM SIZE STONE: 3 INCH DIAMETER  
THICKNESS: NOT LESS THAN 8 INCHES  
A: NOT LESS THAN 50 FEET  
B: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS AND EGRESS.  
MAINTENANCE REQUIREMENTS: AS NECESSARY TO PREVENT TRACKING OR FLOWING MUD INTO PUBLIC RIGHT-OF-WAY OR PARKING AREAS
7. SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ON A PUBLIC ROADWAY SHALL BE REMOVED IMMEDIATELY. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE TO A PUBLIC ROADWAY, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ALL FINES IMPOSED FOR TRACKING ONTO PUBLIC ROADS SHALL BE PAID BY THE CONTRACTOR.
8. CONTRACTOR IS RESPONSIBLE FOR PROPER MAINTENANCE OF THE REQUIRED EROSION CONTROL DEVICES THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. EROSION CONTROLS SHALL BE REPAIRED OR REPLACED AS INSPECTION DEEMS NECESSARY, OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. ACCUMULATED SILT IN ANY EROSION CONTROL DEVICE SHALL BE REMOVED AND SHALL BE DISTRIBUTED ON SITE IN A MANNER NOT CONTRIBUTING TO ADDITIONAL SILTATION.
9. THE CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL DEVICE WHICH THEY DISTURB. EACH CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEFICIENCIES IN THE ESTABLISHED EROSION CONTROL MEASURES WHICH MAY LEAD TO UNAUTHORIZED DISCHARGE OR STORM WATER POLLUTION, SEDIMENTATION OR OTHER POLLUTANTS. UNAUTHORIZED POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO, EXCESS CONCRETE DUMPING OR CONCRETE RESIDUE, PAINTS, SOLVENTS, GREASES, FUEL AND LUBE OIL, PESTICIDES, AND SOLID WASTE MATERIALS.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL USE FILTER BARRIER (OR OTHER METHOD APPROVED BY THE ENGINEER AND CITY) AS REQUIRED TO PREVENT ADVERSE OFF SITE IMPACTS OR STORM WATER QUALITY FROM SILT AND CONSTRUCTION DEBRIS FLOWING ONTO ADJACENT PROPERTIES AS REQUIRED BY THE CITY.
11. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS OFF SITE FROM THE EXISTING ROADWAYS AND PROJECT SITE THAT ARE A RESULT OF THE PROPOSED CONSTRUCTION AS REQUESTED BY THE CITY.
12. BEFORE ANY EARTHWORK IS DONE, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF CONSTRUCTION AND OTHER ITEMS ESTABLISHED BY THE PLANS. THE CONTRACTOR SHALL PROTECT AND PRESERVE CONTROL POINTS AT ALL TIMES DURING THE COURSE OF THE PROJECT. THE GRADING CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.
13. CONTRACTOR STAGING AREA TO BE AGREED UPON BY OWNER PRIOR TO BEGINNING CONSTRUCTION.
14. CONTRACTOR SHALL PROMOTE AND PROVIDE FOR A HEALTHY ESTABLISHMENT OF TURF GRASSES WHILE KEEPING IRRIGATION TO A MINIMUM IN ORDER TO REDUCE EROSION FROM SURFACE RUNOFF.
15. SOD OR SEED MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES AFTER FINAL GRADING AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
16. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY THE T.C.E.Q.
17. THE CONTRACTOR MUST CONSTRUCT AND MAINTAIN A PERMANENT STABLE PROTECTIVE COVER (GRASS) FOR EROSION AND SEDIMENT CONTROL ON ALL LAND SURFACES EXPOSED OR DISTURBED BY CONSTRUCTION OF THE PERMITTED PROJECT. A PERMANENT STABLE COVER MUST BE ESTABLISHED WITHIN 60 DAYS OF ITS INSTALLATION.

PAVING AND STRIPING NOTES

1. ALL WORK AND MATERIALS ON SITE SHALL BE IN ACCORDANCE WITH THE CITY DESIGN STANDARDS.
2. ALL PAVEMENT TO BE CONSTRUCTED IN ACCORDANCE WITH GEOTECHNICAL REPORT.
3. TESTING OF MATERIALS REQUIRED FOR THE CONSTRUCTION OF THE PAVING IMPROVEMENTS SHALL BE PERFORMED BY AN AGENCY, APPROVED BY THE OWNER. FOR TESTING MATERIALS, PROCUREMENT OF THE TESTING LABORATORY AND THE PAYMENT OF SUCH TESTING SERVICES SHALL BE MADE BY THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE, BY THE STANDARD TESTING PROCEDURES, THAT THE WORK CONSTRUCTED MEETS THE REQUIREMENTS OF THE CITY AND PROJECT SPECIFICATIONS.
4. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
5. RAISED PAVEMENT MARKERS SHALL BE BONDED TO THE ROADWAY SURFACE WITH ADHESIVE CONFORMING WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE PAVEMENT UPON WHICH THE LANE AND PAVEMENT MARKERS ARE TO BE PLACED SHALL BE PREPARED TO THE APPROVAL OF THE INSPECTOR TO ENSURE PROPER CLEANING OF THE PAVEMENT SURFACE.
7. ALL TRAFFIC STRIPING AT ENTRANCE SHALL BE EXTRUDED THERMOPLASTIC MARKING MATERIAL. STANDARD PARKING STRIPING SHALL BE PAINTED WHITE.
8. SIGN LOCATIONS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY. THE CONTRACTOR SHALL REVIEW LOCATION OF ALL TRAFFIC CONTROL DEVICES WITH THE CITY PRIOR TO INSTALLATION.
9. CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS FOR FIRE LINES, PARKING STALLS, HANDICAPPED PARKING SYMBOLS, AND MISCELLANEOUS STRIPING WITHIN THE PARKING LOT AND AROUND THE BUILDING AS SHOWN ON THE PLANS.
10. CURBS ADJACENT TO FIRE LANES SHALL BE PAINTED BRIGHT RED IN COLOR FROM THE CURB'S OUTER LINE TO THE TOP, BACK OF CURB.
11. FIRE APPARATUS ACCESS ROADS SHALL BE MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW BOUNDARIES OF THE LANE. THE WORDS "NO PARKING FIRE LANE" OR "FIRE LANE NO PARKING" SHALL APPEAR IN FOUR INCH (4") WHITE LETTERS AT 20 FEET INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES. CITY ORDINANCE CHAPTER 29-2 SECTION 503.3 AMENDING THE 2006 INTERNATIONAL FIRE CODE.
12. ALL HANDICAP RAMPING, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT OF 1994 AND THE TEXAS ARCHITECTURAL BARRIERS ACT OF 1994, AND ALL ADDENDA OR UPDATES.
13. ALL EXISTING CONCRETE OR ASPHALT SHOWN TO BE REMOVED SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR OFF SITE.
14. CONTRACTOR SHALL CONDUCT STABILIZATION ANALYSIS OF SUBGRADE & PROVIDE A REPORT TO THE CITY AND THE CITY ENGINEER DETAILING THE RECOMMENDED AMOUNT OF LIME OR CEMENT TO BE ADDED AND THE APPROPRIATE APPLICATION & COMPACTION METHODS.

GENERAL CONSTRUCTION NOTES

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY DESIGN STANDARDS.
2. THE CONTRACTOR SHALL CONTACT ALL FRANCHISE UTILITY COMPANIES TO HAVE THEM LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION AND DEPTH OF ALL FRANCHISE UTILITY SERVICES AND ANY REQUIRED RELOCATION AND/OR EXTENSIONS. SERVICES SHOWN ON THE PLANS ARE CONCEPTUAL.
3. THE CONTRACTOR SHALL SALVAGE AND PROTECT ALL PUBLIC AND PRIVATE UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, POWER POLES, SIGNS, FIRE HYDRANTS, ETC., MUST BE ADJUSTED TO PROPER GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THE PAVING FOR THIS PROJECT.
4. BRACING OF UTILITY POLES MAY BE REQUIRED BY UTILITY COMPANIES WHEN TRENCHING OR EXCAVATION IS IN CLOSE PROXIMITY TO THE POLES. THE COST OF BRACING POLES WILL BE BORNE BY THE CONTRACTOR. THERE IS NO SEPARATE PAY ITEM FOR THIS WORK. THE COST IS INCIDENTAL TO THE VARIOUS PAY ITEMS FOR INSTALLATION OF PIPE.
5. THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE UTILITY COMPANY RECORDS AND PLANS AND ARE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION IN ORDER THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL PRESERVE AND PROTECT PUBLIC UTILITIES AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO UTILITIES RESULTING FROM CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. THE ENGINEER SHALL BE NOTIFIED WHEN PROPOSED FACILITY GRADES CONFLICT WITH EXISTING UTILITY GRADES.
6. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY, INCLUDING, BUT NOT LIMITED TO FENCES, WALLS, PAVEMENT, GRASS, TREES, AND LAWN SPRINKLER AND IRRIGATION SYSTEMS AT NO COST TO THE OWNER. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT (UNLESS OTHERWISE NOTED) AND IS NOT A SEPARATE PAY ITEM.
7. THE CONTRACTOR SHALL REMOVE SURPLUS MATERIAL FROM THE PROJECT AREA. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT AND IS NOT A SEPARATE PAY ITEM.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS.
10. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
11. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS SHALL BE SENT TO THE CIVIL ENGINEER, CONTRACTOR AND OWNER DIRECTLY FROM THE TESTING AGENCY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF TEXAS DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
13. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
14. CONTRACTOR SHALL VERIFY BENCHMARKS AND DATUM PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS.
15. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. OWNER AND ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.
16. ALL HORIZONTAL DIMENSIONS GIVEN ARE TO FACE OF CURB AND TO PIPE CENTERLINES UNLESS OTHERWISE NOTED ON PLANS.
17. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING RELOCATION AND INSTALLATION OF FRANCHISE UTILITIES NECESSARY FOR ON AND OFF SITE CONSTRUCTION. PAYMENT FOR RELOCATION AND INSTALLATION WILL BE NEGOTIATED ONCE IDENTIFIED.
18. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH. THE AREAS SHALL THEN BE SEEDED, IRRIGATED, AND STABILIZED AS SPECIFIED IN THE PLANS, AND MAINTAINED UNTIL SOIL IS STABILIZED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE STABILIZED AND MULCHED AS SHOWN ON THE LANDSCAPE, GRADING, AND EROSION CONTROL PLANS.
19. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE SHOWN.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
21. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY THE T.C.E.Q.
22. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE CIVIL ENGINEER A COPY OF RECORD DRAWINGS IDENTIFYING ALL DEVIATIONS OR VARIATIONS FROM THE ORIGINAL PLANS.
23. ALL WORK ON STATE RIGHT-OF-WAY (ROW) SHALL COMPLY WITH THE TxDOT PERMIT PROVISIONS AND TxDOT STANDARDS.
24. CONTRACTOR SHALL GIVE NOTICE TO ALL AFFECTED PARTIES AND ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS, AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
25. ALL "RECORD" DIMENSIONS SHALL CONFORM TO THE DESIGN DIMENSIONS PLUS OR MINUS 0.02 FEET. ALL "RECORD" SLOPES SHALL CONFORM TO THE DESIGNED SLOPES PLUS OR MINUS 0.005 FOOT/FOOT.
26. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AND REGULATIONS, AS WELL AS ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL HEALTH AND SAFETY STANDARDS, LAWS, OR REGULATIONS. FAILURE TO COMPLY WITH THE REQUIREMENTS SPECIFIED SHALL BE CONSIDERED JUST AND SUFFICIENT CAUSE FOR OWNER TO STOP WORK, PROVISION OF A SAFE AND HEALTHFUL WORK ENVIRONMENT INCLUDES PROVISION OF A TRENCH SAFETY SYSTEM.
27. THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL MATERIALS AND LABOR TO CONSTRUCT THE PROJECT AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. ALL WORK REQUIRED BY THESE PLANS SHALL BE CONDUCTED IN CONFORMANCE WITH CURRENT SAFETY CODES AND STANDARDS WITH JURISDICTION OVER THIS PROJECT.
28. THE CONTRACTOR SHALL SEED AND FERTILIZE ALL AREAS DISTURBED BY CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE NECESSARY MEASURES INCLUDING TEMPORARY IRRIGATION TO ENSURE FULL COVERAGE OF VEGETATION. UNLESS OTHERWISE NOTED, PRIVATE LAWN AREAS AND PARKWAYS IN FRONT OF PRIVATE LAWN AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLACED WITH BLOCK SOD SIMILAR TO THAT EXISTING.

MATERIAL NOTES

1. ALL MATERIALS FURNISHED AND INSTALLED SHALL EITHER:  
a) BE AMONGST THOSE LISTED ON CITY'S PROJECT MATERIAL SUBMITTAL CHECKLISTS (IN WHICH CASE APPLICANT NEED NOT PROVIDE MATERIAL SUBMITTALS); OR  
b) BE "OR-EQUAL" MATERIALS, CONFORMING TO THE SPECIFICATIONS ON THAT CHECKLIST (IN WHICH CASE APPLICANT SHALL PROVIDE CORRESPONDING MATERIAL SUBMITTALS TO PUBLIC WORKS INSPECTION DEPT. FOR CITY'S REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.)

REV. 1

REV. 2

REV. 3

REV. 4

REV. 5

2415 N. ELM STREET  
DENTON, TEXAS 76201  
Phone (940) 380-9453  
FAX (940) 380-9431

Texas Board of  
Professional Engineers  
Registration Number: E-7998

info@ae-gp.com

112

Item 15.

JEFF SPRINGER  
CONSTRUCTION PLANS

SANGER DAY CARE

CITY OF SANGER, DENTON COUNTY, TEXAS

GENERAL NOTES

03/18/2025

STATE OF TEXAS  
WILLIAM TODD ESTES  
92659  
REGISTERED  
PROFESSIONAL ENGINEER

W. Todd Estes

Drawn by: JSM  
Checked by: WTE

Job: SFP2301

SHEET  
02





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

### SUBDIVISION APPLICATION

<input checked="" type="checkbox"/>	Preliminary Plat	<input type="checkbox"/>	Final Plat/Replat	<input type="checkbox"/>	Vacating Plat
<input type="checkbox"/>	Minor Plat	<input type="checkbox"/>	Amended Plat	<input type="checkbox"/>	Conveyance Plat


Applicant	Owner (if different from applicant)
Name: <b>Jason Monk</b>	Name: <b>Jeff Springer</b>
Company: <b>Allison Engineering Group, Inc.</b>	Company: <b>Springer Family Rentals, LTD</b>
Address: <b>2415 N. Elm St.</b>	Address <b>1807 Westminster Street</b>
City, State, Zip: <b>Allison Engineering Group, Inc.</b>	City, State, Zip: <b>Denton, TX 76205</b>
Phone <b>940-380-9453</b>	Phone: <b>940-387-0404</b>
Fax:	Fax:
Email: <b>info@ae-grp.com; jmonk@ae-grp.com</b>	Email: <b>jeff@springer-lyle.com</b>

### Submittal Checklist

<input checked="" type="checkbox"/>	Pre-Application Conference (Date: <u>1</u> / <u>30</u> / <u>2024</u> )
<input checked="" type="checkbox"/>	Application Form (Signed by Owner and Applicant)
<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"/>	Applicable Plat Checklist (Completed)
<input checked="" type="checkbox"/>	Additional Required Documents/Traffic & Drainage Studies etc.

Supporting Materials (List if provided): \_\_\_\_\_

R Number(s): R57773 & R56810

Owner's Signature 

March 18, 2025  
Date

Applicant's Signature \_\_\_\_\_

\_\_\_\_\_  
Date



**DATE: 4/14/25**

**1<sup>st</sup> REVIEW COMMENTS – Preliminary Plat – Sanger Daycare Addition**

The request is for a Preliminary Plat of Sanger Daycare Addition, being approximately 5.070 acres in the A1241A TIERWESTER, TR 276, 277, and 278 and MARY H SHIRLEY BLK 13, 14, and 14(S PT), prepared by KAZ Surveying, submitted on 3/19/25. Below are the comments that should be addressed before City Council approval. Resubmit the revised plat along with a response letter addressing all comments.

**Planning**

Provide the following;

1. Add -Title Block with the following information:
  - 1) Provided
  - 2) Provided
  - 3) Total number of lots and HOA/Open Space lots
  - 4) Provided
  - 5) Provided
  - 6) Right-of-Way acreage, if dedicated
  - 7) Provided
2. Existing Features:
  - 1) Provided
  - 2) Provided
  - 3) Provided
  - 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) Provided
  - 6) Location of existing fire hydrants and fire lanes





3. New Features:
  - 1) Provided
  - 2) Provided
  - 3) Provided
  - 4) Acreage or square footage of right-of-way dedicated should be shown, including corner clips and deceleration/turn lanes on the plat
  - 5) Provided.
  - 6) Provided
  - 7) Provided
  - 8) Location of proposed fire hydrants and fire lanes
  - 9) N/A
  - 10) Provided
  - 11) Provided
4. 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) N/A
  - 4) N/A
5. Approval Block matching checklist.

### **Informational Comments**

1. The property is within the City of Sanger.
2. The Preliminary Plat will be scheduled for Planning and Zoning (P&Z) Commission meeting on Monday, April 14, 2025, and the City Council meeting on Monday, May 5, 2025.



April 7, 2025  
AVO 37449.004

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

**Re: Sanger Daycare - Review #1**

Dear Ms. Hammonds,

Halff was requested by the City of Sanger to review the Construction Plans for the Sanger Day Care development. The submittal was prepared by the Allison Engineering Group and was received March 25, 2025.

We have completed our review and offer the following comments:

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

### **Overall**

1. Provide embedment details for water, sanitary sewer services, and storm drain lines installations.
2. Provide pavement repair details for water line and sanitary sewer service connections in the existing concrete Second Street.
3. Confirm sheet names and sheet numbers are labelled correctly.

### **Site and Paving Plan**

1. Consider installing "fire lane no parking" paint along this pavement edge to prevent parking from interfering with fire trucks / emergency vehicles.
2. What will keep vehicle overhang from encroaching into sidewalk? Consider widening sidewalk and/or adding wheel stops.
3. Provide geotech report to verify pavement needed.
4. Clarify where curbs are being placed!

### **Utility Plan**



1. Per ordinance 10.106(e)(2)(B)(v) Eight-inch (8") diameter or larger mains shall be installed in zoning districts commonly referred to as "commercial", "industrial", or "multifamily".... Where dead-ends must exist, eight-inch (8") diameter or larger mains shall be installed.
2. Confirm this existing 6" SS have the capacity to handle sanitary sewer demand from these lots?

If you have any questions or need additional information, please do not hesitate to call me at (817) 764-7468.

Sincerely,

A handwritten signature in black ink that reads "Keith L. Freeman".

Keith Freeman, PE

**HALFF**

Firm No. 0312

Attachments: Final Plat markups

# CONSTRUCTON PLANS

## FOR

# SANGER DAY CARE

## CITY OF SANGER, DENTON COUNTY, TEXAS

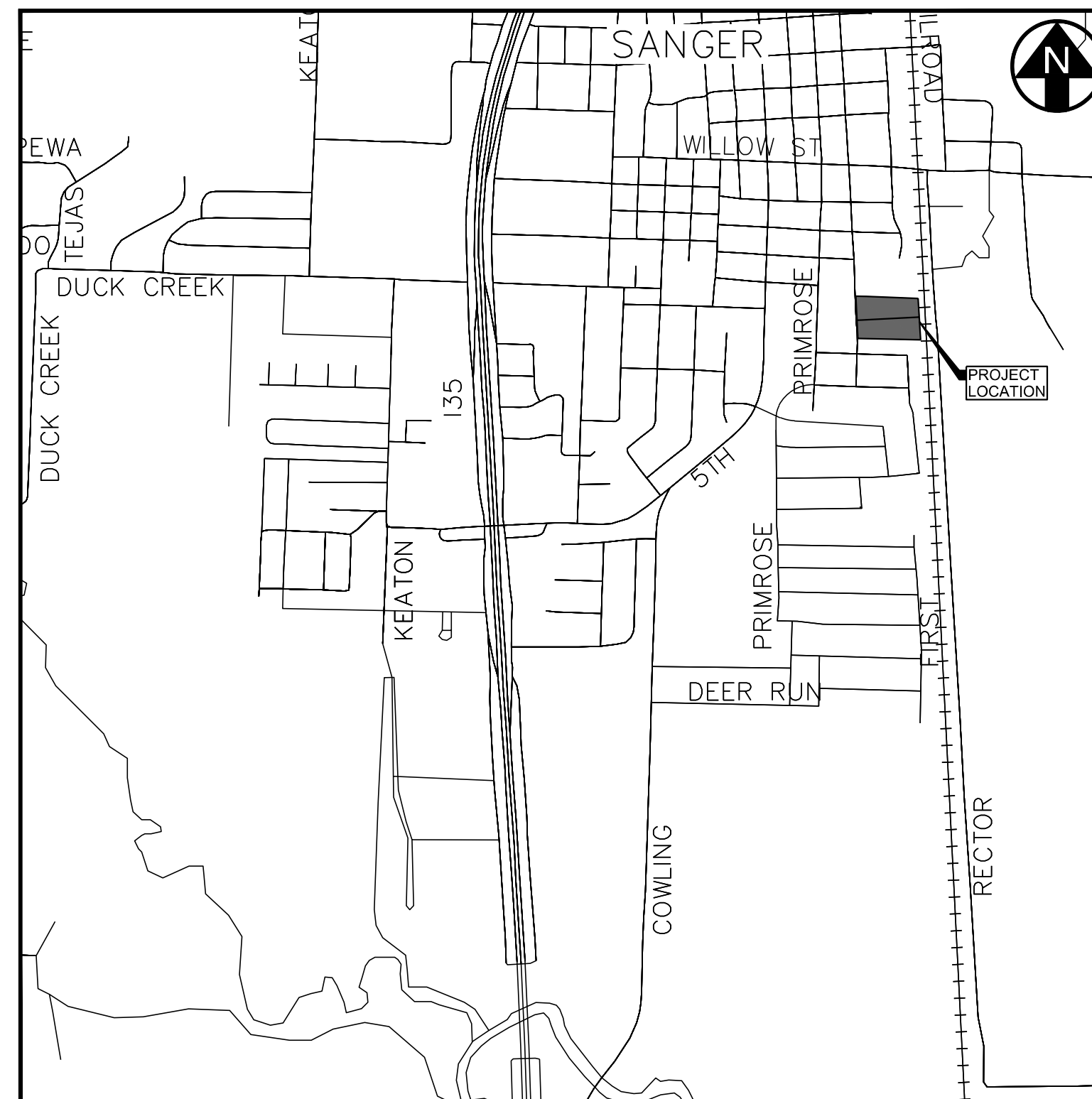
### MARCH 2025

**OWNER:**  
SPRINGER FAMILY RENTALS, LLC  
1807 WESTMINSTER STREET  
DENTON, TX 76205  
(940) 387-0404  
CONTACT: JEFF SPRINGER

**ENGINEER:**  
2415 N. ELM STREET  
DENTON, TEXAS 76201  
(940) 380-9453  
WWW.AE-GRP.COM  
TBPE FIRM REG # 7898  
CONTACT: WILLIAM TODD ESTES, P.E.



**SURVEYOR:**  
KAZ SURVEYING  
4321 I-35, SUITE 575  
SANGER, TX 76240  
(940) 382-3446  
CONTACT: KENNETH A. ZOLLINGER, R.P.L.S.



VICINITY MAP  
1" = 2000'

Inlet calculations and  
STM line sheets are  
not included. Please  
provide.

#### SHEET INDEX

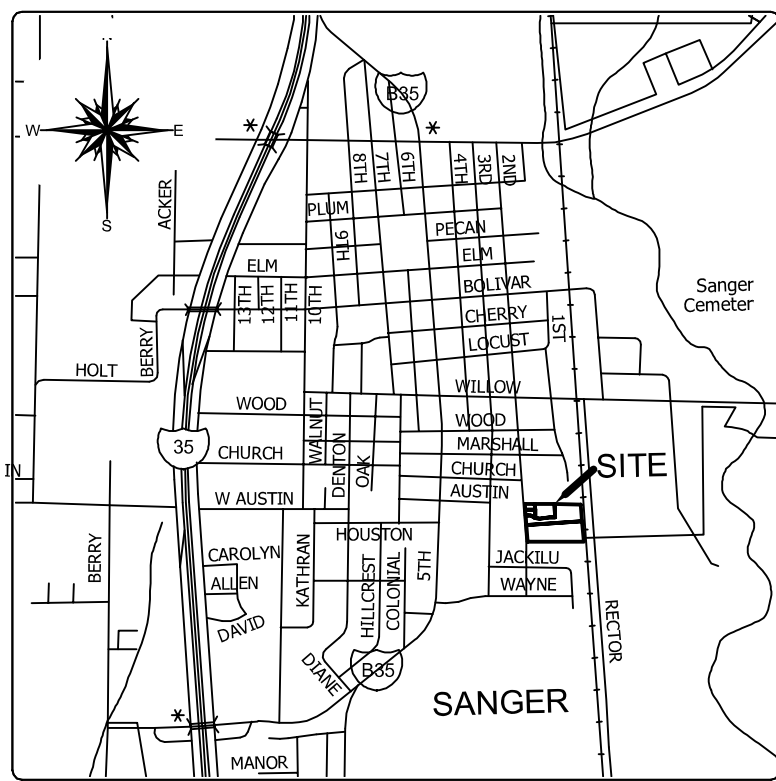
NO.	SHEET TITLE
00	COVER SHEET
01	FINAL PLAT
02	GENERAL NOTES
04	DRAINAGE AREA MAP
05	GRADING PLAN
06	SITE & PAVING PLAN
07	UTILITY PLAN
08	EROSION CONTROL PLAN
09	EROSION CONTROL DETAILS
10	STANDARD DETAILS - PAVING
11	STANDARD DETAILS - WATER
12	STANDARD DETAILS - SEWER



#### SUBMITTAL LOG

NO.	DATE	SUBMITTAL
1.	12/09/2024	1ST SUBMITTAL -- TO CITY FOR REVIEW NOT FOR CONSTRUCTION
2.	03/19/2025	2ND SUBMITTAL -- TO CITY FOR REVIEW NOT FOR CONSTRUCTION



VICINITY MAP  
NOT TO SCALE**GENERAL NOTES:**

- ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
- THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
- ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY.
- NOTICE- SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
- THIS PLAT DOES NOT REMOVE EXISTING DEED RESTRICTION, IF ANY, ON THIS PROPERTY.
- MINIMUM FINISHED FLOOR ELEVATIONS ARE TO BE AT LEAST 2 FEET ABOVE THE 100-YEAR FLOOD PLAIN.
- FLOOD STATEMENT:** I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR THE CITY OF SANGER, COMMUNITY NUMBER 480786 EFFECTIVE DATE 04-18-2011 AND THAT MAP INDICATES AS SCALED, THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR)" AS SHOWN ON PANEL 210 G OF SAID MAP.
- THE PURPOSE OF THIS PLAT IS TO CREATE 5 LOTS OF RECORD FROM A 5.070 ACRE PARCEL OF LAND.
- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE (4202), AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT.
- THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS.
- PRIVATE IMPROVEMENTS MAY NOT BE BUILT UPON OR ENCRATCH ONTO EXISTING PUBLIC OR PRIVATE EASEMENTS.

Closure Report Thu Dec 5 09:37:08 2024

Northing	Eastng	Bearing	Distance
----------	--------	---------	----------

7178468.316	2374892.537	N 88°52'34" W	576.154
7178479.616	2374316.493	N 02°48'53" W	389.910
7178869.055	2374297.347	S 88°02'41" E	100.000
7178865.643	2374397.289	S 87°59'56" E	473.369
7178848.700	2374487.354	S 03°20'15" E	381.030
7178468.316	2374892.537		

Closure Error Distance&gt; 0.00000

Total Distance&gt; 1920.463

Polyline Area: 220854 sq ft, 5.070 acres

4321 I-35 SUITE 575  
GAINESVILLE, TX 76205  
(940) 382-3446

JOB NUMBER: 230464-02  
DRAWN BY: TEP  
DATE: 1-14-2025

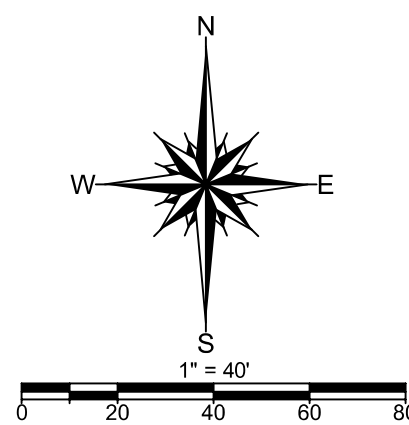
R.P.L.S.  
KENNETH A. ZOLLINGER

SURVEYOR:  
KAZ SURVEYING, INC.  
4321 I-35 SUITE 575  
DENTON, TEXAS 76205  
PHONE: 940-382-3446  
TBPLS FIRM# 10002100

OWNER:  
SPRINGER FAMILY RENTALS LTD.  
P.O. BOX 248  
SANGER, TEXAS 76266  
CONTACT: (940) 458-7758

24" FIRE LANE, ACCESS & WATER EASEMENT LINE TABLE			15" SANITARY SEWER EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 88°52'34" W	17.40	L5	N 87°31'38" E	17.30
L2	N 87°31'38" E	17.31	L6	N 88°51'46" E	97.97
L3	N 88°51'46" E	96.00	L7	N 88°55'57" E	63.72
L4	N 88°55'57" E	150.74	L8	N 01°04'03" W	100.02
			L9	S 01°04'03" E	94.68
			L10	N 87°49'56" E	25.02
			L11	S 01°58'21" E	15.06
			L12	S 87°56'46" W	38.44
			L13	S 88°55'57" W	137.07
			L14	S 88°51'46" W	97.33
			L15	S 87°31'38" W	17.16
			L16	N 02°48'53" W	24.00
			L17	N 01°04'03" W	45.00
			L18	S 01°04'03" E	45.00

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	113.00	73.16	N 73°55'33" W	71.89
C2	87.00	16.90	S 80°56'37" E	16.87
C3	87.00	41.95	N 80°19'22" W	41.55
C4	112.00	72.51	N 73°55'33" W	71.29
C5	88.00	59.53	N 74°45'29" W	58.40
C6	25.00	39.27	S 43°55'57" W	35.36
C7	49.00	24.81	S 13°29'14" W	24.65
C8	49.00	31.88	N 70°17'45" E	31.32
C9	112.00	75.76	N 74°45'29" W	74.33
C10	88.00	56.97	S 73°55'33" E	55.88
C11	25.00	78.54	S 88°55'57" W	50.00
C12	25.00	78.54	N 88°55'57" E	50.00



LEGEND	
R.O.W.	= RIGHT-OF-WAY
FIR	= FOUND IRON ROD
FIR/CAP	= FOUND IRON ROD W/CAP
SIR/CAP	= SET IRON ROD W/CAP
CM	= CONTROLLING MONUMENT
( )	= PLAT OR DEED CALL
POB	= POINT OF BEGINNING
---	= BOUNDARY LINE
- - - -	= BUILDING LINE
- . - . -	= EASEMENT LINE
- - - - -	= ADJOINER LINE
—+—+—	= CENTERLINE
+++++	= RAILROAD

**OWNERS CERTIFICATION:**

WHEREAS SPRINGER FAMILY RENTALS LTD. IS THE OWNER OF ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE HENRY TIERWESTER SURVEY, ABSTRACT NUMBER 1241 DENTON COUNTY, TEXAS AND BEING ALL OF A CALLED 5.062 ACRE TRACT OF LAND DESCRIBED IN DEED TO SPRINGER FAMILY RENTALS, LTD RECORDED IN DOCUMENT NUMBER 2015-68194, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 1/2 INCH CAPPED IRON ROD FOUND MAINTAINING THE SOUTHEAST CORNER OF SAID 5.062 ACRE TRACT, THE NORTHEAST CORNER OF V.H. WARD JR. SUBDIVISION, BLOCK 2, AN ADDITION IN THE CITY OF SANGER, TEXAS AS SHOWN BY PLAT OF RECORD IN CABINET A, SLIDE 142, PLAT RECORDS, DENTON COUNTY, TEXAS, AND IN THE WEST LINE OF BURLINGTON NORTHERN, SANTA FE RAILROAD;

**THENCE** NORTH 88 DEGREES 52 MINUTES 34 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 5.062 ACRE TRACT, AND THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 576.15 FEET TO A CAPPED IRON ROD SET STAMPED "KAZ" FOR THE SOUTHWEST CORNER OF SAID 5.062 ACRE TRACT, IN THE EAST RIGHT OF WAY LINE OF SECOND STREET, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 1, BLOCK 2, OF SAID V.H. WARD JR. SUBDIVISION, BEARS NORTH 88 DEGREES 52 MINUTES 34 SECONDS WEST, A DISTANCE OF 17.40 FEET;

**THENCE** NORTH 02 DEGREES 48 MINUTES 53 SECONDS WEST, ALONG THE WEST LINE OF SAID 5.062 ACRE TRACT AND SAID EAST RIGHT-OF-WAY LINE, DISTANCE OF 389.91 FEET TO A CAPPED IRON ROD SET STAMPED "KAZ" FOR THE NORTHWEST CORNER OF SAID 5.062 ACRE TRACT AND THE SOUTHWEST CORNER OF A "FIRST TRACT" OF LAND CONVEYED TO STEVE HOLLINGSWORTH AND BARARA H. MARTIN, CO TRUSTEES IN DOCUMENT NUMBER 1007-105088 OF SAID REAL PROPERTY RECORDS;

**THENCE** SOUTH 88 DEGREES 02 MINUTES 41 SECONDS EAST, ALONG THE NORTH LINE OF SAID 5.062 ACRE TRACT AND THE SOUTH LINE OF SAID "FIRST TRACT", A DISTANCE OF 100.00 FEET TO A 1/2 INCH CAPPED IRON ROD SET STAMPED "KAZ" FOR THE SOUTHEAST CORNER OF SAID "FIRST TRACT" AND THE SOUTHWEST CORNER OF A 3.390 ACRE "SECOND TRACT" OF LAND CONVEYED TO STEVE HOLLINGSWORTH AND BARARA H. MARTIN, CO TRUSTEES IN DOCUMENT NUMBER 1007-105088 OF SAID REAL PROPERTY RECORDS;

**THENCE** SOUTH 87 DEGREES 56 MINUTES 56 SECONDS EAST, ALONG THE NORTH LINE OF SAID 5.062 ACRE TRACT AND THE SOUTH LINE OF SAID 3.390 ACRE "SECOND TRACT", A DISTANCE OF 473.37 FEET TO A 1/2 INCH IRON ROD FOUND MAINTAINING THE NORTHEAST CORNER OF SAID 5.062 ACRE TRACT, THE SOUTHEAST CORNER OF SAID 3.390 ACRE "SECOND TRACT", AND IN THE WEST LINE OF SAID BURLINGTON NORTHERN, SANTA FE RAILROAD;

**THENCE** SOUTH 03 DEGREES 20 MINUTES 15 SECONDS EAST, ALONG THE EAST LINE OF SAID 5.062 ACRE TRACT AND THE WEST LINE OF SAID BURLINGTON NORTHERN, SANTA FE RAILROAD, A DISTANCE OF 381.03 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 5.070 ACRES OF LAND, MORE OR LESS.

**OWNER'S DEDICATION**

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That, SPRINGER FAMILY RENTALS, LTD., through it duly sworn representative, does hereby adopt this Final Plat, designating the hereinabove described property as SANGER DAYCARE ADDITION, an addition to the City of Sanger, Texas, and do hereby dedicate to public use forever by fee simply title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, dive 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 items in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Sanger. The City of Sanger and public utility entities shall have the right to a access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

JEFF SPRINGER \_\_\_\_\_ DATE \_\_\_\_\_  
REPRESENTATIVE SPRINGER FAMILY RENTALS, LTD.

STATE OF TEXAS  
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **JEFF SPRINGER**, 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 \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES \_\_\_\_\_.

**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 SHOWN 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, L.S. # 5312 DATE \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF DENTON

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES \_\_\_\_\_.

**\*APPROVED AND ACCEPTED**

CHAIRMAN, PLANNING & ZONING COMMISSION  
CITY OF SANGER, TEXAS

MAYOR

CITY OF SANGER

ATTESTED BY

CITY SECRETARY  
CITY OF SANGER, TEXAS

DATE

DATE

DATE

FINAL PLAT  
LOTS 1-5, BLOCK A  
SANGER DAYCARE ADDITION  
BEING 5.070 ACRES  
IN THE HENRY TIERWESTER SURVEY,  
ABSTRACT NUMBER 1241,  
IN THE CITY OF SANGER,  
DENTON COUNTY, TEXAS

DATE OF PLAT 1-14-2025

**APPROVAL BLOCK**



GRADING NOTES

1. A GRADING PERMIT IS REQUIRED FROM THE CITY PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THIS PERMIT AND PAYING ALL ASSOCIATED FEES.
2. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.
3. ALL SPOT ELEVATIONS SHOWN ARE TO TOP OF PAVING SURFACE OR FINISHED EARTH GRADE UNLESS NOTED OTHERWISE. ADD 6-INCHES TO SPOT GRADES SHOWN, FOR TOP OF CURB ELEVATIONS.
4. THE CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE FROM THE PROPOSED BUILDINGS AND NO PONDING IN PAVED AREAS. CONTRACTOR FIELD ADJUSTMENTS TO SPOT GRADES TO MAINTAIN POSITIVE DRAINAGE ARE ALLOWED WITH THE PRIOR APPROVAL OF THE ENGINEER. CONTRACTOR SHALL CONTACT THE ENGINEER PRIOR TO PAVING. IF ANY AREAS OF POOR DRAINAGE ARE ENCOUNTERED.
5. THE CONTRACTOR SHALL PROTECT ALL MANHOLE COVERS, VALVE COVERS, VAULT LIDS, FIRE HYDRANTS, POWER POLES, GUY WIRES, AND TELEPHONE BOXES WHICH ARE TO REMAIN IN PLACE AND UNDISTURBED DURING CONSTRUCTION.
6. ALL EXISTING CONCRETE PAVING, CHANNEL IMPROVEMENTS, SIDEWALK, STRUCTURES AND CURB DEMOLITION SHALL BE REMOVED IN THEIR ENTIRETY, AND DISPOSED OF BY THE CONTRACTOR, OFF SITE UNLESS OTHERWISE DIRECTED BY THE OWNER OR ENGINEER.
7. ALL AREAS DISTURBED BY GRADING OPERATIONS SHALL BE SEEDED, TEMPORARILY IRRIGATED AND MAINTAINED UNTIL A UNIFORM COVERAGE OF 70% MINIMUM DENSITY, AS DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE, IS ACHIEVED.
8. THE GRADING CONTRACTOR SHALL COORDINATE WITH THE FRANCHISE UTILITY COMPANIES FOR ANY REQUIRED UTILITY ADJUSTMENTS AND/OR RELOCATIONS.
9. THE CONTRACTOR SHALL CALCULATE THEIR OWN EARTHWORK QUANTITIES TO DETERMINE THEIR BID. ANY DEVIATION FROM A BALANCED CUT AND FILL SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE CIVIL ENGINEER AND ANY VARIANCE SHALL BE SPECIFICALLY ITEMIZED ON THE BID.

WATER AND SANITARY SEWER NOTES

1. THE CONTRACTOR SHALL FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES WHERE PROPOSED UTILITIES ARE BEING CONNECTED, PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF A CONFLICT IS DISCOVERED.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN, COORDINATING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITY SERVICES ENTERING THE BUILDING AND/OR CROSSING OTHER UTILITIES.
3. ALL WATER AND SANITARY SEWER SERVICES SHALL TERMINATE 5 FEET OUTSIDE THE BUILDING UNLESS OTHERWISE NOTED AND THE END OF THESE SERVICES SHALL BE TIGHTLY PLUGGED OR CAPPED. SEE M.E.P. OR ARCHITECTURAL PLANS FOR CONTINUATION.
4. ALL FIRE LINES SHALL CONFORM TO THE CITY DESIGN CRITERIA.
5. ALL APPURTENANCES USED FOR FIRE PROTECTION SHALL CONFORM TO THE CURRENT CITY DESIGN STANDARDS.
6. FOR PIPES 12" AND SMALLER IN THE PROPOSED OR EXISTING PAVEMENT, DEPTH OF OVER SHALL BE 42". FOR 12" AND SMALLER WATER MAIN IN AREAS WITHOUT PERMANENT PAVING SURFACES WITH BASE, THE MINIMUM DEPTH OF COVER SHALL BE 5 FEET.
7. ALL SANITARY SEWER LINES SHALL BE A MINIMUM OF PVC (SDR-35) PIPE. ALL SANITARY SEWER LINES DEEPER THAN 12 FEET SHALL BE SDR-26. ALL WATER LINES 12" AND SMALLER SHALL BE C900, DR-14 PVC.
8. THE CONTRACTOR SHALL SEQUENCE CONSTRUCTION TO AVOID INTERRUPTION OF WATER AND SANITARY SEWER SERVICE TO SURROUNDING AREAS.
9. EXISTING AND/OR PROPOSED WATER MAINS SHALL BE LOWERED BELOW OR ABOVE PROPOSED SANITARY AND STORM SEWER LINES TO MAINTAIN A MINIMUM OF 2.0 FEET OR VERTICAL SEPARATION. CONTRACTOR TO MAINTAIN MINIMUM 9'-FEET (OUTSIDE TO OUTSIDE) SEPARATION BETWEEN SANITARY SEWER, WATER AND STORM SEWER MAIN. FIRE HYDRANTS ARE NOT TO BE INSTALLED CLOSER THAN 9 FEET TO ANY WASTEWATER MAIN OR APPURTENANCE.
10. EXISTING MANHOLE TOPS, VALVE BOXES, FIRE HYDRANTS AND ALL OTHER UTILITY APPURTENANCES SHALL BE ADJUSTED, AS REQUIRED, TO MATCH PROPOSED GRADES AS SHOWN ON GRADING PLAN.
11. CONTRACTOR SHALL CONTACT NECESSARY FRANCHISE UTILITY COMPANIES PRIOR TO CONSTRUCTION, IN ORDER TO LOCATE AND/OR DISCONNECT SERVICES.
12. FOR EACH SEWER AND WATER CROSSING, CENTER ONE JOINT OF SEWER PIPE ON THE EXISTING OR PROPOSED WATER MAIN.
13. ALL VALVES AND FITTINGS SHALL HAVE MEGALUG ANCHORS.
14. ALL CONNECTIONS TO EXISTING WATER MAINS SHALL BE DONE BY CITY PERSONNEL AT THE CONTRACTOR'S EXPENSE.
15. CONTRACTOR TO COORDINATE WATER SERVICES AND METERS WITH THE MEP PLANS FOR EACH BUILDING.
16. CONTRACTOR TO COORDINATE IRRIGATION SERVICES AND METERS WITH THE LANDSCAPE AND IRRIGATION PLANS.

TRAFFIC CONTROL NOTES

1. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLANS, AT LEAST 48 HOURS PRIOR TO ANY WORK IN A CITY RIGHT-OF-WAY.
2. ALL TRAFFIC CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST VERSION.
3. THE CONTRACTOR SHALL COVER EXISTING SIGNS AND OBLITERATE EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE INTENT OF THESE TRAFFIC CONTROL PLANS TO AVOID CONFUSION TO THE TRAVELING PUBLIC.
4. THE CONTRACTOR SHALL UNCOVER EXISTING SIGNS AND REPLACE PAVEMENT MARKINGS IN-KIND AS ORIGINALLY CONFIGURED AT THE END OF CONSTRUCTION OPERATIONS AND PRIOR TO FINAL ACCEPTANCE BY THE OWNER.
5. ALL TEMPORARY SIGNS, BARRICADES, WARNING LIGHTS AND OTHER MISCELLANEOUS TRAFFIC CONTROL MEASURES SHALL BE REMOVED AND ORIGINAL TRAFFIC CONTROL MEASURES REPLACED AT THE END OF THE CONTRACTOR'S CONSTRUCTION OPERATIONS.
6. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD, MOST RECENT EDITION WITH REVISIONS) DURING CONSTRUCTION.
7. APPROVED COPIES OF "TRAFFIC CONTROL PLANS" AND LANE/SIDEWALK CLOSURE PERMITS SHALL BE AVAILABLE FOR INSPECTION AT JOB SITE AT ALL TIMES.

EROSION CONTROL NOTES

1. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO SITE DISTURBANCE AND SHALL REMAIN IN PLACE UNTIL FINAL GRADING AND PAVING IS COMPLETE AND A STAND OF GRASS IS ESTABLISHED WITH 70% COVERAGE ACHIEVED.
2. CONSTRUCTION OPERATIONS SHALL BE MANAGED SO THAT AS MUCH OF THE SITE AS POSSIBLE IS LEFT COVERED WITH TOPSOIL AND VEGETATION.
3. ALL AREAS DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE SEEDED AND IRRIGATED UNTIL A PERMANENT STAND OF GRASS IS ACHIEVED WITH A MINIMUM OF 70% COVERAGE.
4. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL EROSION, CONSERVATION, AND SILTATION ORDINANCES AND OBTAIN APPROPRIATE PERMITS ASSOCIATED WITH THE PROJECT. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES UPON COMPLETION OF PERMANENT DRAINAGE AND THE ESTABLISHMENT OF A STAND OF GRASS WITH 70% COVERAGE TO PREVENT EROSION. THE CONTRACTOR SHALL USE SEDIMENT FILTERS OR OTHER MEASURES APPROVED BY THE ENGINEER AND CONSTRUCTION MANAGER OR EXISTING INLETS, OR FROM BEING TRANSPORTED TO ADJACENT PROPERTIES AND STREET RIGHT-OF-WAYS.
5. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION TRAFFIC UTILIZES THE STABILIZED ENTRANCE AT ALL TIMES FOR INGRESS/EGRESS TO THE SITE.
6. CONSTRUCTION ENTRANCE:  
MINIMUM SIZE STONE: 3 INCH DIAMETER  
THICKNESS: NOT LESS THAN 8 INCHES  
A: NOT LESS THAN 50 FEET  
B: NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS AND EGRESS.  
MAINTENANCE REQUIREMENTS: AS NECESSARY TO PREVENT TRACKING OR FLOWING MUD INTO PUBLIC RIGHT-OF-WAY OR PARKING AREAS
7. SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ON A PUBLIC ROADWAY SHALL BE REMOVED IMMEDIATELY. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE TO A PUBLIC ROADWAY, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ALL FINES IMPOSED FOR TRACKING ONTO PUBLIC ROADS SHALL BE PAID BY THE CONTRACTOR.
8. CONTRACTOR IS RESPONSIBLE FOR PROPER MAINTENANCE OF THE REQUIRED EROSION CONTROL DEVICES THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. EROSION CONTROLS SHALL BE REPAIRED OR REPLACED AS INSPECTION DEMS NECESSARY, OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. ACCUMULATED SILT IN ANY EROSION CONTROL DEVICE SHALL BE REMOVED AND SHALL BE DISTRIBUTED ON SITE IN A MANNER NOT CONTRIBUTING TO ADDITIONAL SILTATION.
9. THE CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL DEVICE WHICH THEY DISTURB. EACH CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEFICIENCIES IN THE ESTABLISHED EROSION CONTROL MEASURES WHICH MAY LEAD TO UNAUTHORIZED DISCHARGE OR STORM WATER POLLUTION, SEDIMENTATION OR OTHER POLLUTANTS. UNAUTHORIZED POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO, EXCESS CONCRETE DUMPING OR CONCRETE RESIDUE, PAINTS, SOLVENTS, GREASES, FUEL AND LUBE OIL, PESTICIDES, AND SOLID WASTE MATERIALS.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL USE FILTER BARRIER (OR OTHER METHOD APPROVED BY THE ENGINEER AND CITY) AS REQUIRED TO PREVENT ADVERSE OFF SITE IMPACTS OR STORM WATER QUALITY FROM SILT AND CONSTRUCTION DEBRIS FLOWING ONTO ADJACENT PROPERTIES AS REQUIRED BY THE CITY.
11. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS OFF SITE FROM THE EXISTING ROADWAYS AND PROJECT SITE THAT ARE A RESULT OF THE PROPOSED CONSTRUCTION AS REQUESTED BY THE CITY.
12. BEFORE ANY EARTHWORK IS DONE, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF CONSTRUCTION AND OTHER ITEMS ESTABLISHED BY THE PLANS. THE CONTRACTOR SHALL PROTECT AND PRESERVE CONTROL POINTS AT ALL TIMES DURING THE COURSE OF THE PROJECT. THE GRADING CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.
13. CONTRACTOR STAGING AREA TO BE AGREED UPON BY OWNER PRIOR TO BEGINNING CONSTRUCTION.
14. CONTRACTOR SHALL PROMOTE AND PROVIDE FOR A HEALTHY ESTABLISHMENT OF TURF GRASSES WHILE KEEPING IRRIGATION TO A MINIMUM IN ORDER TO REDUCE EROSION FROM SURFACE RUNOFF.
15. SOD OR SEED MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES AFTER FINAL GRADING AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
16. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY THE T.C.E.Q.
17. THE CONTRACTOR MUST CONSTRUCT AND MAINTAIN A PERMANENT STABLE PROTECTIVE COVER (GRASS) FOR EROSION AND SEDIMENT CONTROL ON ALL LAND SURFACES EXPOSED OR DISTURBED BY CONSTRUCTION OF THE PERMITTED PROJECT. A PERMANENT STABLE COVER MUST BE ESTABLISHED WITHIN 60 DAYS OF ITS INSTALLATION.

PAVING AND STRIPING NOTES

1. ALL WORK AND MATERIALS ON SITE SHALL BE IN ACCORDANCE WITH THE CITY DESIGN STANDARDS.
2. ALL PAVEMENT TO BE CONSTRUCTED IN ACCORDANCE WITH GEOTECHNICAL REPORT.
3. TESTING OF MATERIALS REQUIRED FOR THE CONSTRUCTION OF THE PAVING IMPROVEMENTS SHALL BE PERFORMED BY AN AGENCY, APPROVED BY THE OWNER. FOR TESTING MATERIALS, PROCUREMENT OF THE TESTING LABORATORY AND THE PAYMENT OF SUCH TESTING SERVICES SHALL BE MADE BY THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ENSURE, BY THE STANDARD TESTING PROCEDURES, THAT THE WORK CONSTRUCTED MEETS THE REQUIREMENTS OF THE CITY AND PROJECT SPECIFICATIONS.
4. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
5. RAISED PAVEMENT MARKERS SHALL BE BONDED TO THE ROADWAY SURFACE WITH ADHESIVE CONFORMING WITH THE MANUFACTURER'S RECOMMENDATIONS.
6. THE PAVEMENT UPON WHICH THE LANE AND PAVEMENT MARKERS ARE TO BE PLACED SHALL BE PREPARED TO THE APPROVAL OF THE INSPECTOR TO ENSURE PROPER CLEANING OF THE PAVEMENT SURFACE.
7. ALL TRAFFIC STRIPING AT ENTRANCE SHALL BE EXTRUDED THERMOPLASTIC MARKING MATERIAL. STANDARD PARKING STRIPING SHALL BE PAINTED WHITE.
8. SIGN LOCATIONS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE CITY. THE CONTRACTOR SHALL REVIEW LOCATION OF ALL TRAFFIC CONTROL DEVICES WITH THE CITY PRIOR TO INSTALLATION.
9. CONTRACTOR SHALL FURNISH AND INSTALL ALL PAVEMENT MARKINGS FOR FIRE LINES, PARKING STALLS, HANDICAPPED PARKING SYMBOLS, AND MISCELLANEOUS STRIPING WITHIN THE PARKING LOT AND AROUND THE BUILDING AS SHOWN ON THE PLANS.
10. CURBS ADJACENT TO FIRE LANES SHALL BE PAINTED BRIGHT RED IN COLOR FROM THE CURB'S OUTER LINE TO THE TOP, BACK OF CURB.
11. FIRE APPARATUS ACCESS ROADS SHALL BE MARKED BY PAINTED LINES OF RED TRAFFIC PAINT SIX INCHES (6") IN WIDTH TO SHOW BOUNDARIES OF THE LANE. THE WORDS "NO PARKING FIRE LANE" OR "FIRE LANE NO PARKING" SHALL APPEAR IN FOUR INCH (4") WHITE LETTERS AT 20 FEET INTERVALS ON THE RED BORDER MARKINGS ALONG BOTH SIDES OF THE FIRE LANES. CITY ORDINANCE CHAPTER 29-2 SECTION 503.3 AMENDING THE 2006 INTERNATIONAL FIRE CODE.
12. ALL HANDICAP RAMPING, STRIPING, AND PAVEMENT MARKINGS SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT OF 1994 AND THE TEXAS ARCHITECTURAL BARRIERS ACT OF 1994, AND ALL ADDENDA OR UPDATES.
13. ALL EXISTING CONCRETE OR ASPHALT SHOWN TO BE REMOVED SHALL BE PROPERLY DISPOSED OF BY THE CONTRACTOR OFF SITE.
14. CONTRACTOR SHALL CONDUCT STABILIZATION ANALYSIS OF SUBGRADE & PROVIDE A REPORT TO THE CITY AND THE CITY ENGINEER DETAILING THE RECOMMENDED AMOUNT OF LIME OR CEMENT TO BE ADDED AND THE APPROPRIATE APPLICATION & COMPACTION METHODS.

GENERAL CONSTRUCTION NOTES

1. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO THE CITY DESIGN STANDARDS.
2. THE CONTRACTOR SHALL CONTACT ALL FRANCHISE UTILITY COMPANIES TO HAVE THEM LOCATE EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE THE EXACT LOCATION AND DEPTH OF ALL FRANCHISE UTILITY SERVICES AND ANY REQUIRED RELOCATION AND/OR EXTENSIONS. SERVICES SHOWN ON THE PLANS ARE CONCEPTUAL.
3. THE CONTRACTOR SHALL SALVAGE AND PROTECT ALL PUBLIC AND PRIVATE UTILITIES IN THE CONSTRUCTION OF THIS PROJECT. ALL MANHOLES, CLEANOUTS, VALVE BOXES, POWER POLES, SIGNS, FIRE HYDRANTS, ETC., MUST BE ADJUSTED TO PROPER GRADE BY THE CONTRACTOR PRIOR TO AND AFTER PLACING OF PERMANENT PAVING. UTILITIES MUST BE MAINTAINED TO PROPER LINE AND GRADE DURING CONSTRUCTION OF THE PAVING FOR THIS PROJECT.
4. BRACING OF UTILITY POLES MAY BE REQUIRED BY UTILITY COMPANIES WHEN TRENCHING OR EXCAVATION IS IN CLOSE PROXIMITY TO THE POLES. THE COST OF BRACING POLES WILL BE BORNE BY THE CONTRACTOR. THERE IS NO SEPARATE PAY ITEM FOR THIS WORK. THE COST IS INCIDENTAL TO THE VARIOUS PAY ITEMS FOR INSTALLATION OF PIPE.
5. THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE UTILITY COMPANY RECORDS AND PLANS AND ARE CONSIDERED APPROXIMATE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ADJACENT AND/OR CONFLICTING UTILITIES SUFFICIENTLY IN ADVANCE OF CONSTRUCTION IN ORDER THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE CONTRACTOR SHALL PRESERVE AND PROTECT PUBLIC UTILITIES AT ALL TIMES DURING CONSTRUCTION. ANY DAMAGE TO UTILITIES RESULTING FROM CONTRACTOR'S OPERATIONS SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE. THE ENGINEER SHALL BE NOTIFIED WHEN PROPOSED FACILITY GRADES CONFLICT WITH EXISTING UTILITY GRADES.
6. THE CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY, INCLUDING, BUT NOT LIMITED TO FENCES, WALLS, PAVEMENT, GRASS, TREES, AND LAWN SPRINKLER AND IRRIGATION SYSTEMS AT NO COST TO THE OWNER. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT (UNLESS OTHERWISE NOTED) AND IS NOT A SEPARATE PAY ITEM.
7. THE CONTRACTOR SHALL REMOVE SURPLUS MATERIAL FROM THE PROJECT AREA. THIS WORK SHALL BE SUBSIDIARY TO THE CONTRACT AND IS NOT A SEPARATE PAY ITEM.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
9. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS.
10. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
11. ALL COPIES OF COMPACTION, CONCRETE AND OTHER REQUIRED TEST RESULTS SHALL BE SENT TO THE CIVIL ENGINEER, CONTRACTOR AND OWNER DIRECTLY FROM THE TESTING AGENCY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF TEXAS DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS SHALL BE THE CONTRACTOR'S RESPONSIBILITY.
13. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO BUILDING POSSESSION AND THE FINAL CONNECTION OF SERVICES.
14. CONTRACTOR SHALL VERIFY BENCHMARKS AND DATUM PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS.
15. CONTRACTOR SHALL THOROUGHLY CHECK COORDINATION OF CIVIL, LANDSCAPE, MEP, ARCHITECTURAL, AND OTHER PLANS PRIOR TO COMMENCING CONSTRUCTION. OWNER AND ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.
16. ALL HORIZONTAL DIMENSIONS GIVEN ARE TO FACE OF CURB AND TO PIPE CENTERLINES UNLESS OTHERWISE NOTED ON PLANS.
17. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING RELOCATION AND INSTALLATION OF FRANCHISE UTILITIES NECESSARY FOR ON AND OFF SITE CONSTRUCTION. PAYMENT FOR RELOCATION AND INSTALLATION WILL BE NEGOTIATED ONCE IDENTIFIED.
18. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED SMOOTH. THE AREAS SHALL THEN BE SEEDED, IRRIGATED, AND STABILIZED AS SPECIFIED IN THE PLANS, AND MAINTAINED UNTIL SOIL IS STABILIZED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE STABILIZED AND MULCHED AS SHOWN ON THE LANDSCAPE, GRADING, AND EROSION CONTROL PLANS.
19. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE SHOWN.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
21. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY THE T.C.E.Q.
22. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE THE CIVIL ENGINEER A COPY OF RECORD DRAWINGS IDENTIFYING ALL DEVIATIONS OR VARIATIONS FROM THE ORIGINAL PLANS.
23. ALL WORK ON STATE RIGHT-OF-WAY (ROW) SHALL COMPLY WITH THE TxDOT PERMIT PROVISIONS AND TxDOT STANDARDS.
24. CONTRACTOR SHALL GIVE NOTICE TO ALL AFFECTED PARTIES AND ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES OR RAILROADS AFFECTED BY HIS OPERATIONS, AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
25. ALL "RECORD" DIMENSIONS SHALL CONFORM TO THE DESIGN DIMENSIONS PLUS OR MINUS 0.02 FEET. ALL "RECORD" SLOPES SHALL CONFORM TO THE DESIGNED SLOPES PLUS OR MINUS 0.005 FOOT/FOOT.
26. CONTRACTOR SHALL COMPLY WITH ALL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS AND REGULATIONS, AS WELL AS ANY OTHER APPLICABLE FEDERAL, STATE, OR LOCAL HEALTH AND SAFETY STANDARDS, LAWS, OR REGULATIONS. FAILURE TO COMPLY WITH THE REQUIREMENTS SPECIFIED SHALL BE CONSIDERED JUST AND SUFFICIENT CAUSE FOR OWNER TO STOP WORK, PROVISION OF A SAFE AND HEALTHFUL WORK ENVIRONMENT INCLUDES PROVISION OF A TRENCH SAFETY SYSTEM.
27. THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL MATERIALS AND LABOR TO CONSTRUCT THE PROJECT AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES, SPECIFICATIONS AND REQUIREMENTS. ALL WORK REQUIRED BY THESE PLANS SHALL BE CONDUCTED IN CONFORMANCE WITH CURRENT SAFETY CODES AND STANDARDS WITH JURISDICTION OVER THIS PROJECT.
28. THE CONTRACTOR SHALL SEED AND FERTILIZE ALL AREAS DISTURBED BY CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE NECESSARY MEASURES INCLUDING TEMPORARY IRRIGATION TO ENSURE FULL COVERAGE OF VEGETATION. UNLESS OTHERWISE NOTED, PRIVATE LAWN AREAS AND PARKWAYS IN FRONT OF PRIVATE LAWN AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLACED WITH BLOCK SOD SIMILAR TO THAT EXISTING.

MATERIAL NOTES

1. ALL MATERIALS FURNISHED AND INSTALLED SHALL EITHER:  
a) BE AMONGST THOSE LISTED ON CITY'S PROJECT MATERIAL SUBMITTAL CHECKLISTS (IN WHICH CASE APPLICANT NEED NOT PROVIDE MATERIAL SUBMITTALS); OR  
b) BE "OR-EQUAL" MATERIALS, CONFORMING TO THE SPECIFICATIONS ON THAT CHECKLIST (IN WHICH CASE APPLICANT SHALL PROVIDE CORRESPONDING MATERIAL SUBMITTALS TO PUBLIC WORKS INSPECTION DEPT. FOR CITY'S REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.)

REV. 1

REV. 2

REV. 3

REV. 4

REV. 5

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Texas Board of Professional Engineers  
Registration Number: F-7898

info@ae-gp.com

03/19/2025

STATE OF TEXAS  
WILLIAM TODD ESTES  
92659  
REGISTERED PROFESSIONAL ENGINEER

W. Todd Estes

Drawn by: JSM  
Checked by: WTE

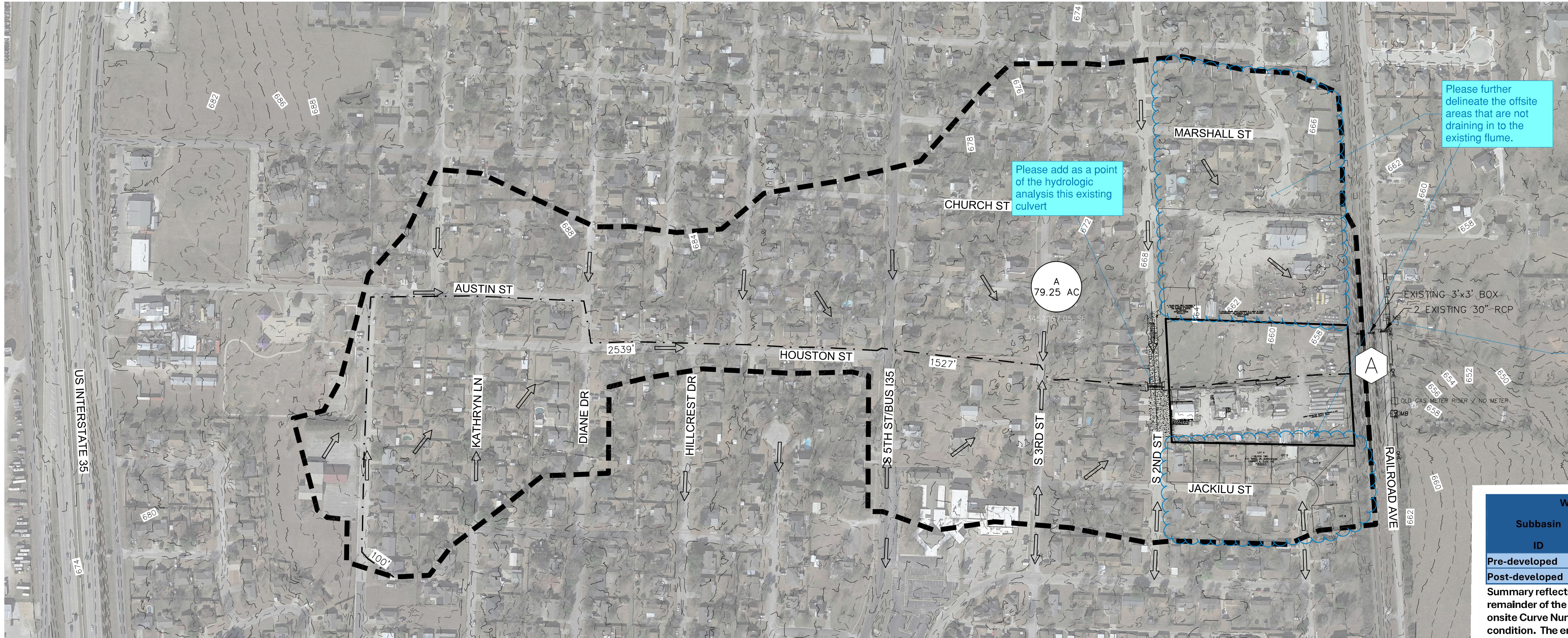
JEFF SPRINGER  
CONSTRUCTION PLANS

SANGER DAY CARE

CITY OF SANGER, DENTON COUNTY, TEXAS

GENERAL NOTES



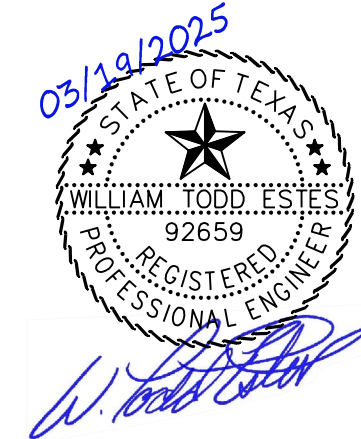


Watershed Response Summary (HEC-HMS Results)							
Subbasin ID	Total Area (acres)	Q2 (cfs)	Q5 (cfs)	Q10 (cfs)	Q25 (cfs)	Q50 (cfs)	Q100 (cfs)
Pre-developed	79.25	143.80	189.94	229.12	284.95	328.37	374.32
Post-developed	79.25	143.80	189.94	229.12	284.95	328.37	374.32

Summary reflects the change in Curve Number for the onsite area only as the remainder of the watershed is currently in the ultimate developed condition. The onsite Curve Number changed from 86 in the existing condition to 92 in the proposed condition. The entire watershed is in soils with a hydrologic soil group of D.

NOTE:  
ENGINEER USED HEC HMS UNIT HYDROGRAPH METHODOLOGY (SCS SYNTHETIC STORM) TO CONFIRM THAT DETENTION IS NOT REQUIRED. PRE AND POST DEVELOPED FLOW FOR THE ENTIRE BASIN SHOW NO INCREASE IN PEAK FLOW TO THE CROSSING UNDER THE RAILROAD AND DOWNSTREAM. THIS IS DUE TO THE DIFFERENTIAL TIMING OF THE HYDROGRAPHS. THE OFFSITE PEAK FLOWS ARRIVE AT THE CULVERT UNDER THE RAILROAD SIGNIFICANTLY LATER THAN THE ONSITE PEAK FLOWS, WHICH GIVE NO NET INCREASE IN PEAK DISCHARGE DOWNSTREAM OF THE RAILROAD

Approval pending. A drainage study should be included showing all the appropriate calculations. The hydrology model and all appropriate supporting files should be included with the submittal package.



Drawn by: JSM  
Checked by: WTE

JEFF SPRINGER  
CONSTRUCTION PLANS  
SANGER DAY CARE  
CITY OF SANGER, DENTON COUNTY, TEXAS  
DRAINAGE AREA MAP

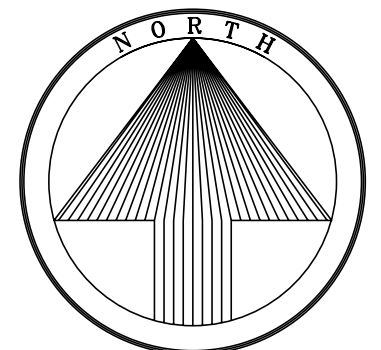


SITE RUNOFF CALCULATIONS FOR MODIFIED RATIONAL METHOD STORAGE CALCULATIONS															
	Area	Ca	Td	I2	Q2	I5	Q5	I10	Q10	I25	Q25	I50	Q50	I100	Q100
	(acres)		(min)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)	(in/hr)	(cfs)
Pre-developed	2.6701	0.3	12	4.05	3.25	5.23	4.19	6.11	4.89	7.24	5.80	8.07	6.47	8.89	7.12
Post-developed	2.6701	0.75	10	4.35	8.71	5.62	11.25	6.56	13.14	7.79	15.60	8.69	17.40	9.57	19.16

NOTE:  
ENGINEER USED HEC HMS UNIT HYDROGRAPH METHODOLOGY (SCS SYNTHETIC STORM) TO CONFIRM THAT DETENTION IS NOT REQUIRED. PRE AND POST DEVELOPED FLOW FOR THE ENTIRE BASIN SHOW NO INCREASE IN PEAK FLOW TO THE CROSSING UNDER THE RAILROAD AND DOWNSTREAM. THIS IS DUE TO THE DIFFERENTIAL TIMING OF THE HYDROGRAPHS. THE OFFSITE PEAK FLOWS ARRIVE AT THE CULVERT UNDER THE RAILROAD SIGNIFICANTLY LATER THAN THE ONSITE PEAK FLOWS, WHICH GIVE NO NET INCREASE IN PEAK DISCHARGE DOWNSTREAM OF THE RAILROAD

CAUTION!!

EXISTING UNDERGROUND UTILITIES. CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO START OF ANY CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.



BENCHMARK TABLE

- BM #1  
1/2" FIR/CAP  
N: 7,178,468.18  
E: 2,374,892.46  
Z: 662.29  
NAD 83
- BM #2 SOUTHEAST  
CORNER HEADWALL  
N: 7,178,642.13  
E: 2,374,242.47  
Z: 664.62  
NAD 83

LEGEND

- PROPERTY LINE  
--- 700 --- EXISTING CONTOUR  
--- 700 --- PROPOSED CONTOUR  
--- HP --- HIGH POINT LINE  
--- LP --- LOW POINT LINE  
→ DRAINAGE FLOW ARROW  
TP 700.0 TOP OF PAVEMENT ELEVATION  
TS 700.0 TOP OF SIDEWALK ELEVATION  
FG 700.0 FINISHED GROUND ELEVATION  
FL 700.0 FLOWLINE ELEVATION  
TC 700.5 TOP OF CURB ELEVATION/  
TP 700.0 TOP OF PAVEMENT ELEVATION  
MATCH EX. EQ. 700.0 MATCH EXISTING GROUND

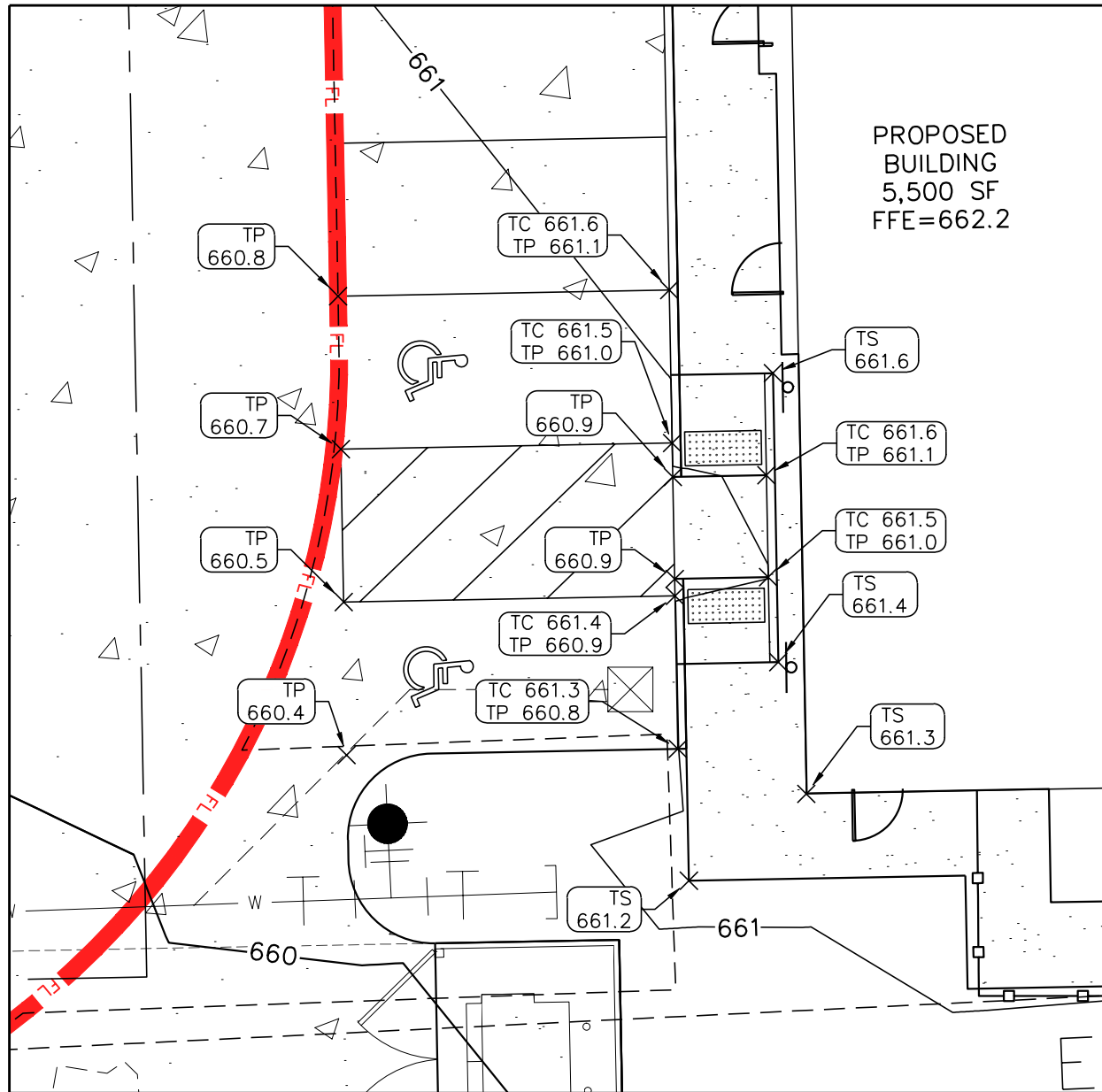
If the natural channel is to be replaced by an improved channel, the flow from the 100-year design flood must be contained within the improved channel while allowing for one (1) foot of freeboard. Hydraulic calculations should be included for existing ditch, showing no adverse impacts from proposed site.

5.07 ACRES

A TRACT OF LAND DESCRIBED IN DEED TO SPRINGER FAMILY RENTALS, LTD. INST# 2015-68194 R.P.R.D.C.T.

The proposed drainage area should be further divided at this point of interest, were the proposed storm pipe outfalls.

How does it drain?

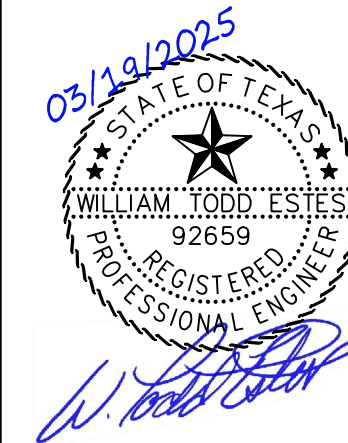


INSET A

SCALE: 1"=10'

REV. 1	Item 15.
REV. 2	
REV. 3	
REV. 4	
REV. 5	

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Drawn by: JSM  
Checked by: WTE

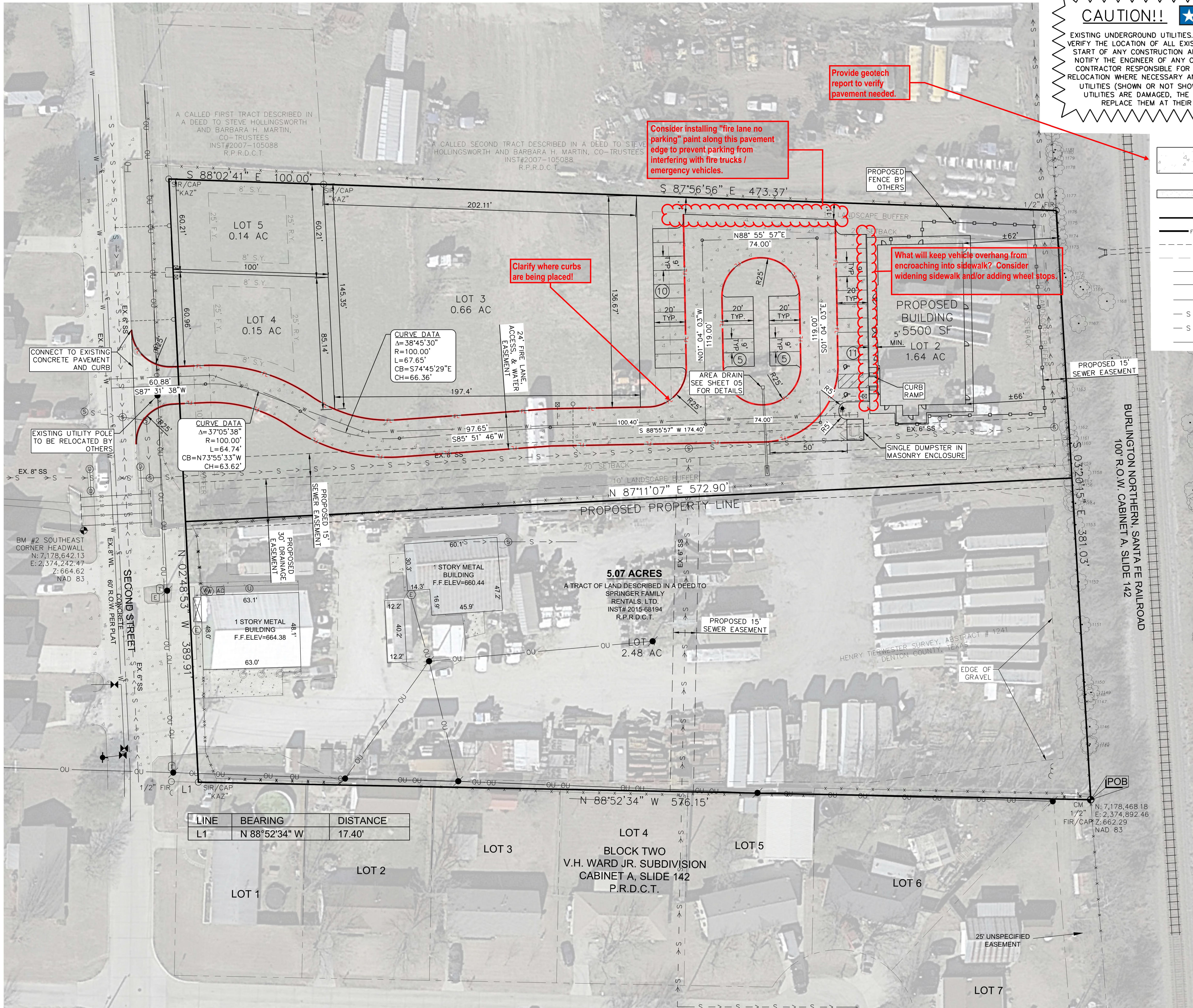
JEFF SPRINGER  
CONSTRUCTION PLANS  
SANGER DAY CARE  
CITY OF SANGER, DENTON COUNTY, TEXAS

GRADING PLAN

Job: SFP2301

SHEET  
05





**CAUTION!!**

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SCALE: 1"=30'

REV. 1  
REV. 2  
REV. 3  
REV. 4  
REV. 5

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Planning Communities - Designing the Systems That Serve Them

Drawn by: JSM  
Checked by: WTE

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CONSTRUCTION PLANS  
SANGER DAY CARE  
CITY OF SANGER, DENTON COUNTY, TEXAS

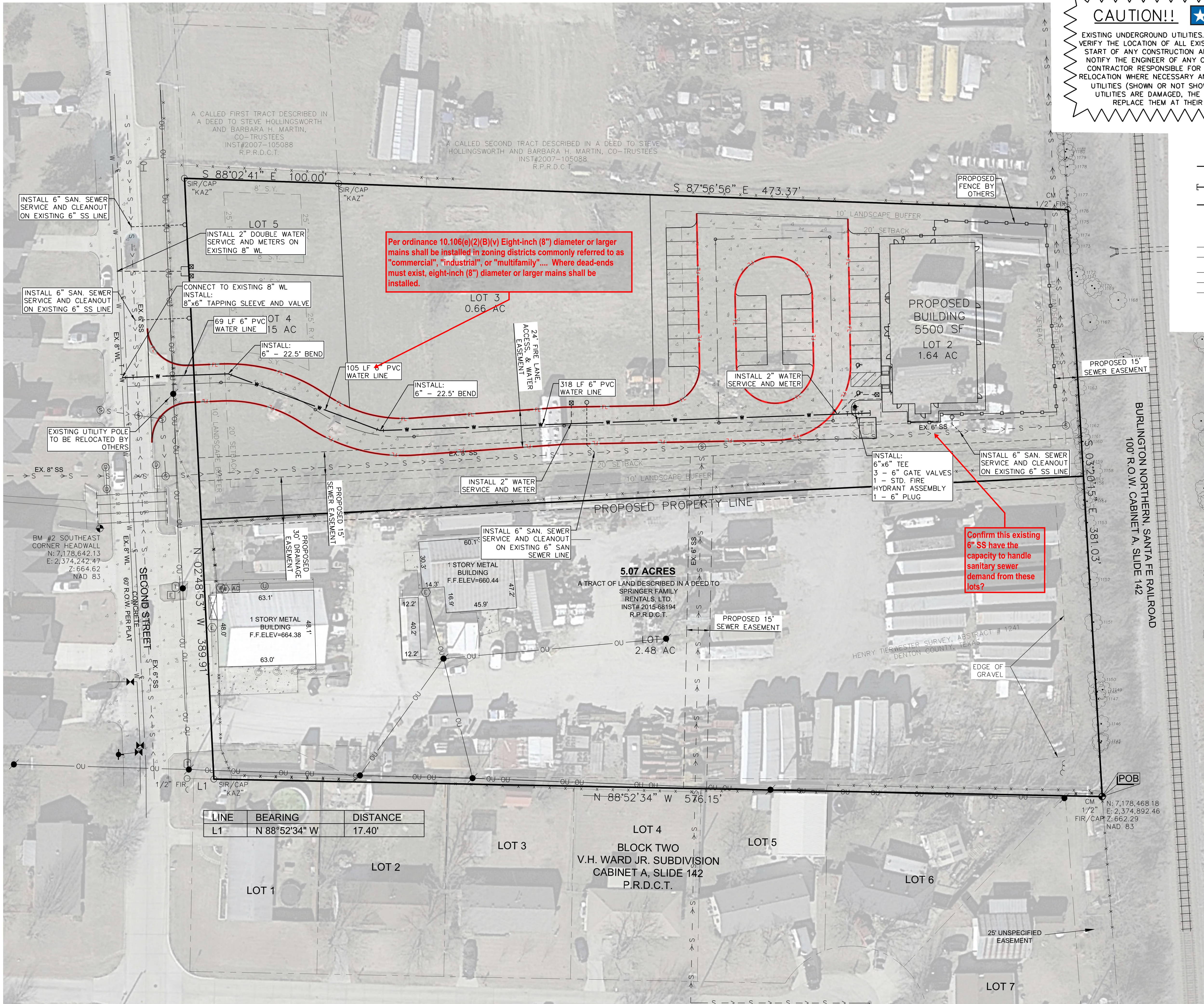
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Job: SFP2301

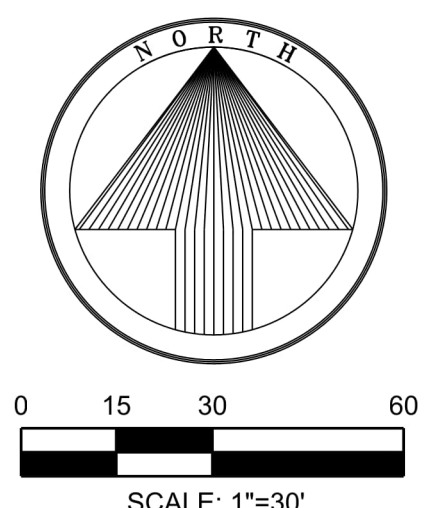
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SITE & PAVING PLAN





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- LEGEND**
- W —+— PROPOSED WATER LINE WITH GATE VALVE
  - W —+— PROPOSED WATER LINE PLUG AND TEE
  - W —+— PROPOSED FIRE HYDRANT
  - S —+— PROPOSED WATER SERVICE WITH METER
  - S —+— PROPOSED SANITARY SEWER SERVICE WITH CLEANOUT
  - W —+— EXISTING WATER LINE
  - W —+— EXISTING WATER VALVE
  - S —+— EXISTING FIRE HYDRANT
  - S —+— EXISTING SANITARY SEWER LINE
  - S —+— EXISTING SANITARY SEWER MANHOLE

**BENCHMARK TABLE**


BM #1	1/2" FIR/CAP
N	7,178,468.18
E	2,374,892.46
Z	662.29
NAD	83


BM #2	SOUTHEAST CORNER HEADWALL
N	7,178,642.13
E	2,374,242.47
Z	664.62
NAD	83

REV. 1  
REV. 2  
REV. 3  
REV. 4  
REV. 5

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Planning Communities - Designing the Systems That Serve Them



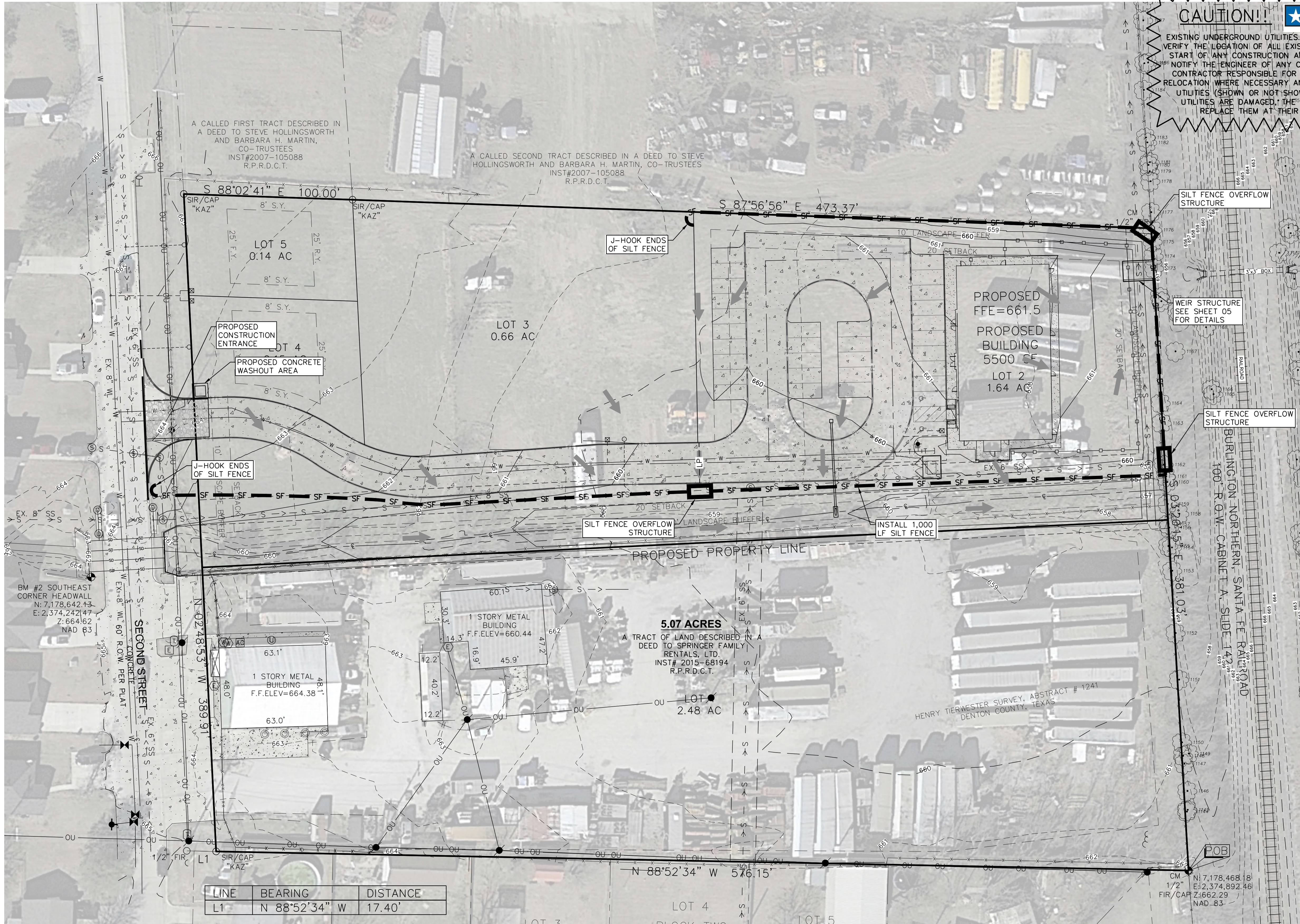
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Checked by: WTE

JEFF SPRINGER  
CONSTRUCTION PLANS  
**SANGER DAY CARE**  
CITY OF SANGER, DENTON COUNTY, TEXAS

UTILITY PLAN

Job: SFP2301  
SHEET  
**07**





**EROSION CONTROL NOTES**

1. ALL EROSION CONTROL DEVICES SHALL BE INSTALLED PRIOR TO SITE DISTURBANCE AND SHALL REMAIN IN PLACE UNTIL FINAL GRADING AND PAVING IS COMPLETE AND A STAND OF GRASS IS ESTABLISHED WITH 70% COVERAGE ACHIEVED.
2. CONSTRUCTION OPERATIONS SHALL BE MANAGED SO THAT AS MUCH OF THE SITE AS POSSIBLE IS LEFT COVERED WITH TOPSOIL AND VEGETATION.
3. ALL AREAS DISTURBED BY CONSTRUCTION OPERATIONS SHALL BE SEEDED AND IRRIGATED UNTIL A PERMANENT STAND OF GRASS IS ACHIEVED WITH A MINIMUM OF 70% COVERAGE.
4. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL EROSION, CONSERVATION, AND SILTATION ORDINANCES AND OBTAIN APPROPRIATE PERMITS ASSOCIATED WITH THE PROJECT. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL DEVICES UPON COMPLETION OF PERMANENT DRAINAGE AND THE ESTABLISHMENT OF A STAND OF GRASS WITH 70% COVERAGE TO PREVENT EROSION. THE CONTRACTOR SHALL USE SEDIMENT FILTERS OR OTHER MEASURES APPROVED BY THE ENGINEER AND CONSTRUCTION MANAGER OR EXISTING INLETS, OR FROM BEING TRANSPORTED TO ADJACENT PROPERTIES AND STREET RIGHT-OF-WAYS.
5. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION TRAFFIC UTILIZES THE STABILIZED ENTRANCE AT ALL TIMES FOR INGRESS/EGRESS TO THE SITE.
6. CONSTRUCTION ENTRANCE:  
MINIMUM SIZE STONE: 3 INCH DIAMETER  
THICKNESS: NOT LESS THAN 8 INCHES  
NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS AND EGRESS.  
MAINTENANCE REQUIREMENTS: AS NECESSARY TO PREVENT TRACKING OR FLOWING MUD INTO PUBLIC RIGHT-OF-WAY OR PARKING AREAS

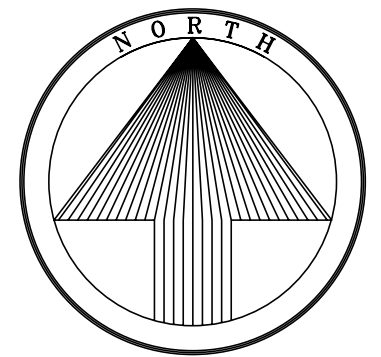
7. SITE ENTRY AND EXIT LOCATIONS SHALL BE MAINTAINED IN A CONDITION WHICH SHALL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADWAYS. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ON A PUBLIC ROADWAY SHALL BE REMOVED IMMEDIATELY. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT PRIOR TO ENTRANCE TO A PUBLIC ROADWAY, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE WHICH DRAINS INTO AN APPROVED SEDIMENT BASIN. ALL FINES IMPOSED FOR TRACKING ONTO PUBLIC ROADS SHALL BE PAID BY THE CONTRACTOR.
8. CONTRACTOR IS RESPONSIBLE FOR PROPER MAINTENANCE OF THE REQUIRED EROSION CONTROL DEVICES THROUGHOUT THE ENTIRE CONSTRUCTION PROCESS. EROSION CONTROLS SHALL BE REPAIRED OR REPLACED AS INSPECTION DEEMS NECESSARY, OR AS DIRECTED BY THE OWNER'S REPRESENTATIVE. ACCUMULATED SILT IN ANY EROSION CONTROL DEVICE SHALL BE REMOVED AND SHALL BE DISTRIBUTED ON SITE IN A MANNER NOT CONTRIBUTING TO ADDITIONAL SILTATION.
9. THE CONTRACTOR IS RESPONSIBLE FOR RE-ESTABLISHING ANY EROSION CONTROL DEVICE WHICH THEY DISTURB. EACH CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE OF ANY DEFICIENCIES IN THE ESTABLISHED EROSION CONTROL MEASURES WHICH MAY LEAD TO UNAUTHORIZED DISCHARGE OR STORM WATER POLLUTION, SEDIMENTATION OR OTHER POLLUTANTS. UNAUTHORIZED POLLUTANTS INCLUDE, BUT ARE NOT LIMITED TO, EXCESS CONCRETE DUMPING OR CONCRETE RESIDUE, PAINTS, SOLVENTS, GREASES, FUEL AND LUBE OIL, PESTICIDES, AND SOLID WASTE MATERIALS.
10. THE CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL USE FILTER BARRIER (OR OTHER METHOD APPROVED BY THE ENGINEER AND CITY) AS REQUIRED TO PREVENT ADVERSE OFF SITE IMPACTS OR STORM WATER QUALITY FROM SILT AND CONSTRUCTION DEBRIS FLOWING ONTO ADJACENT PROPERTIES AS REQUIRED BY THE CITY.
11. CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS OFF SITE FROM THE EXISTING ROADWAYS AND PROJECT SITE THAT ARE A RESULT OF THE PROPOSED CONSTRUCTION AS REQUESTED BY THE CITY.

12. BEFORE ANY EARTHWORK IS DONE, THE CONTRACTOR SHALL STAKE OUT AND MARK THE LIMITS OF CONSTRUCTION AND OTHER ITEMS ESTABLISHED BY THE PLANS. THE CONTRACTOR SHALL PROTECT AND PRESERVE CONTROL POINTS AT ALL TIMES DURING THE COURSE OF THE PROJECT. THE GRADING CONTRACTOR SHALL PROVIDE ALL NECESSARY ENGINEERING AND SURVEYING FOR LINE AND GRADE CONTROL POINTS RELATED TO EARTHWORK.
13. CONTRACTOR STAGING AREA TO BE AGREED UPON BY OWNER PRIOR TO BEGINNING CONSTRUCTION.
14. CONTRACTOR SHALL PROMOTE AND PROVIDE FOR A HEALTHY ESTABLISHMENT OF TURF GRASSES WHILE KEEPING IRRIGATION TO A MINIMUM IN ORDER TO REDUCE EROSION FROM SURFACE RUNOFF.
15. SOD OR SEED MUST BE INSTALLED AND MAINTAINED ON EXPOSED SLOPES AFTER FINAL GRADING AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
16. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY THE T.C.E.Q.
17. THE CONTRACTOR MUST CONSTRUCT AND MAINTAIN A PERMANENT STABLE PROTECTIVE COVER (GRASS) FOR EROSION AND SEDIMENT CONTROL ON ALL LAND SURFACES EXPOSED OR DISTURBED BY CONSTRUCTION OF THE PERMITTED PROJECT. A PERMANENT STABLE COVER MUST BE ESTABLISHED WITHIN 60 DAYS OF ITS INSTALLATION.
18. IN AREAS WHERE TREE FENCING AND SILT FENCING IS PROPOSED, BOTH FENCES CAN USE THE SAME T-POSTS, BUT THE SPACING BETWEEN POSTS SHALL FOLLOW THE 6 FOOT MAXIMUM SPACING OF THE SILT FENCE.

**CAUTION!!**



EXISTING UNDERGROUND UTILITIES. CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO START OF ANY CONSTRUCTION AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY CONFLICTS DISCOVERED. CONTRACTOR RESPONSIBLE FOR COORDINATING UTILITY RELOCATION WHERE NECESSARY AND PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT THEIR OWN EXPENSE.



0 15 30 60  
SCALE: 1"=30'

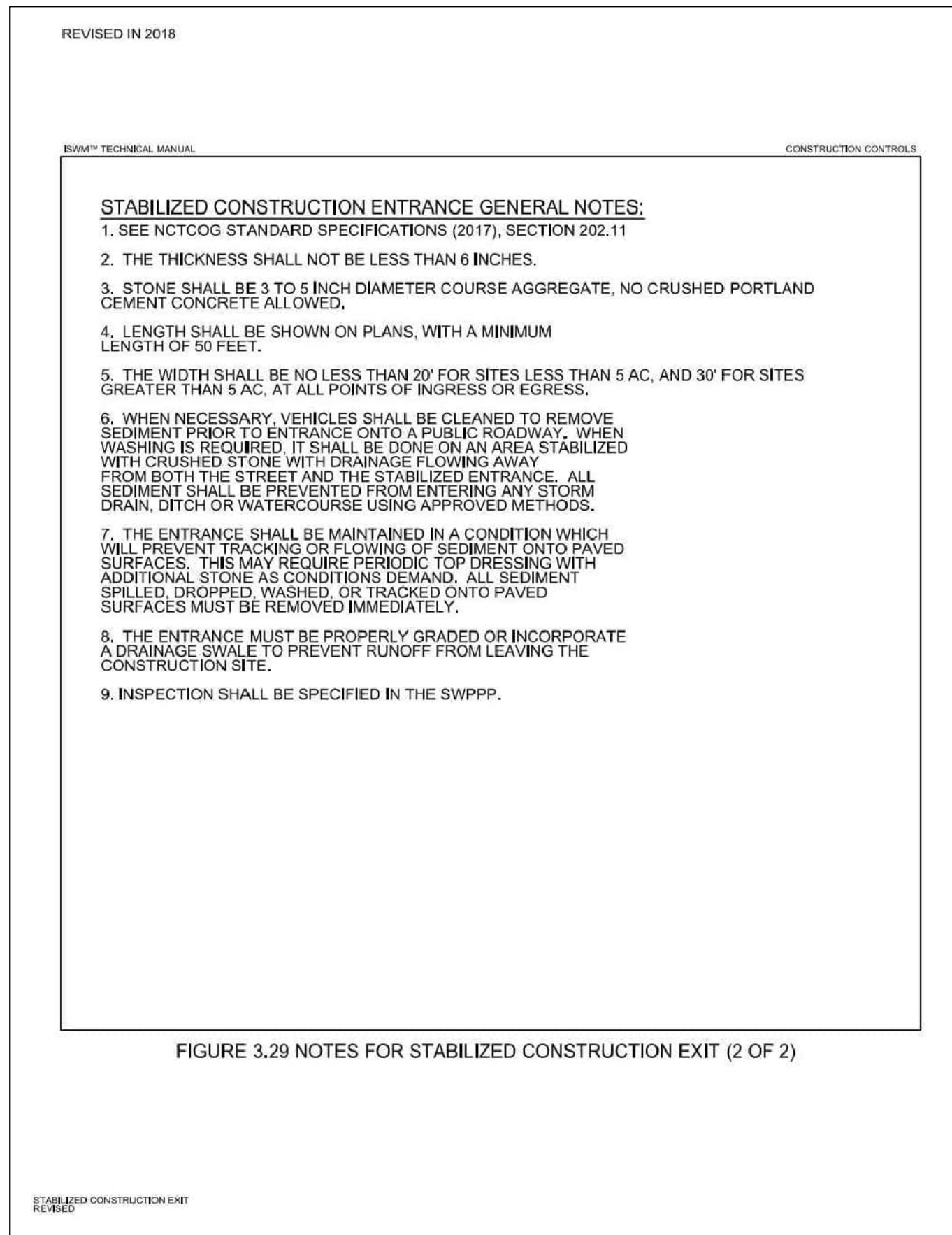
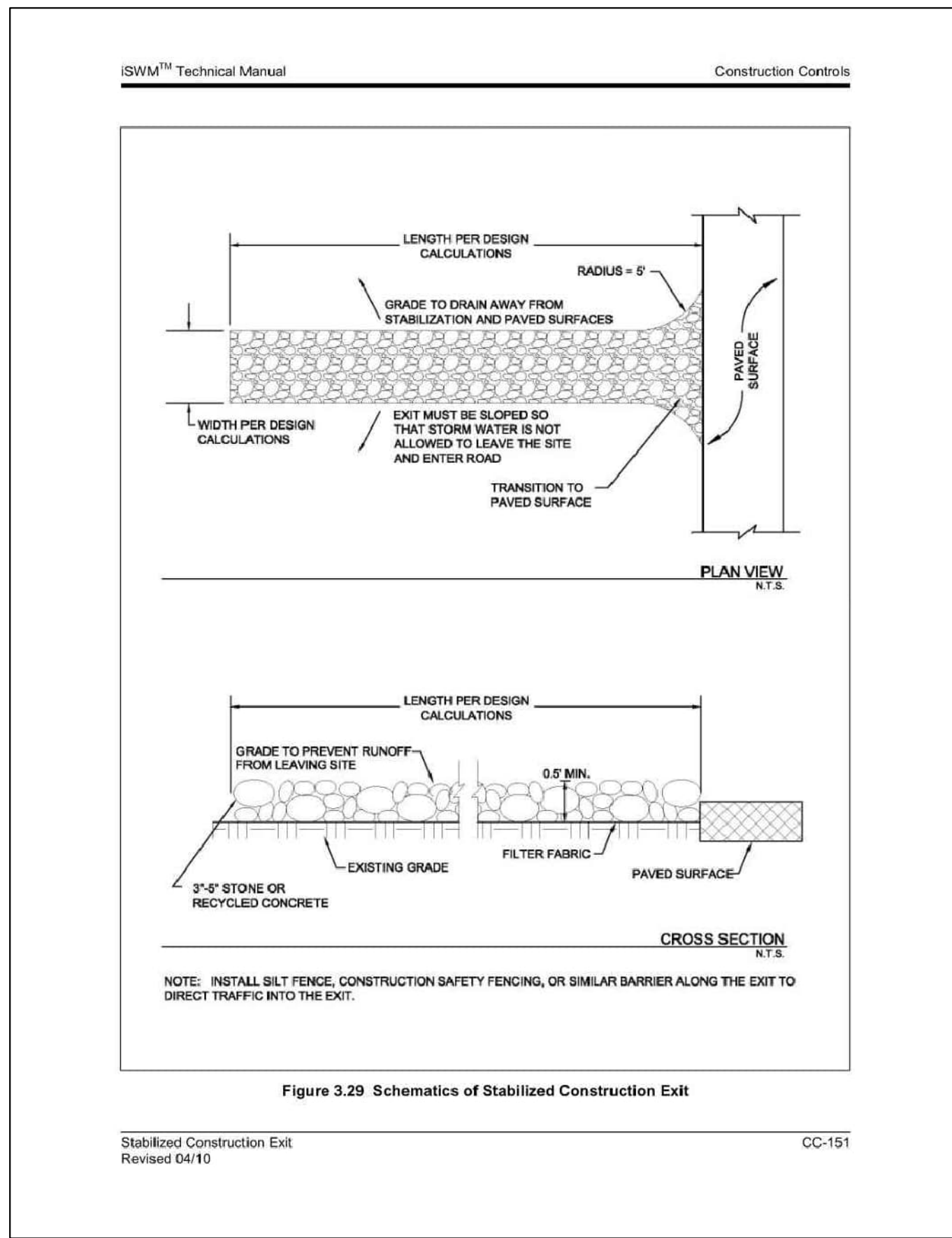
**BENCHMARK TABLE**

- BM #1  
1/2" FIR/CAP  
N: 7,178,468.18  
E: 2,374,892.46  
Z: 662.29  
NAD 83
- BM #2 SOUTHEAST  
CORNER HEADWALL  
N: 7,178,642.13  
E: 2,374,242.47  
Z: 664.62  
NAD 83

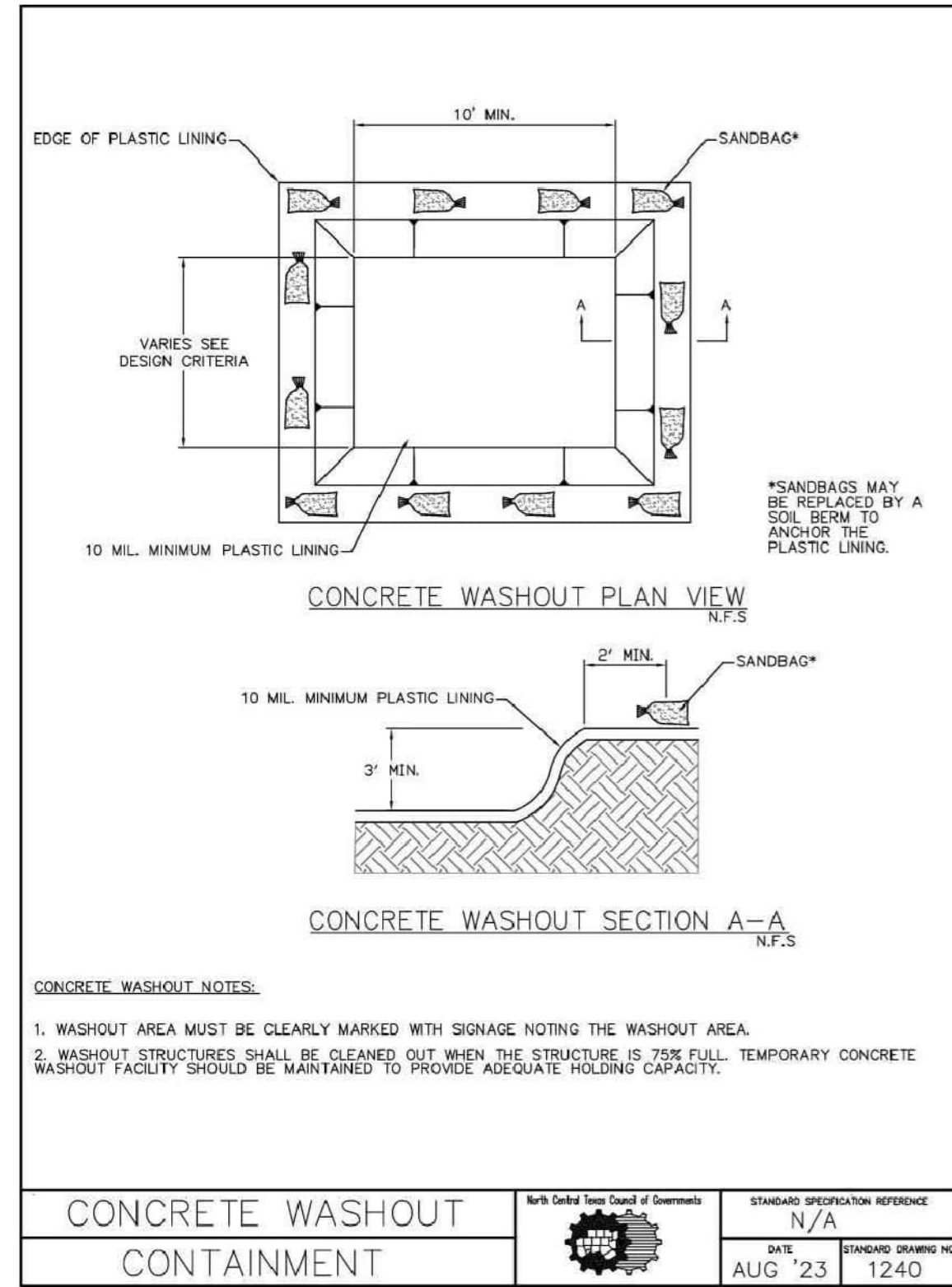
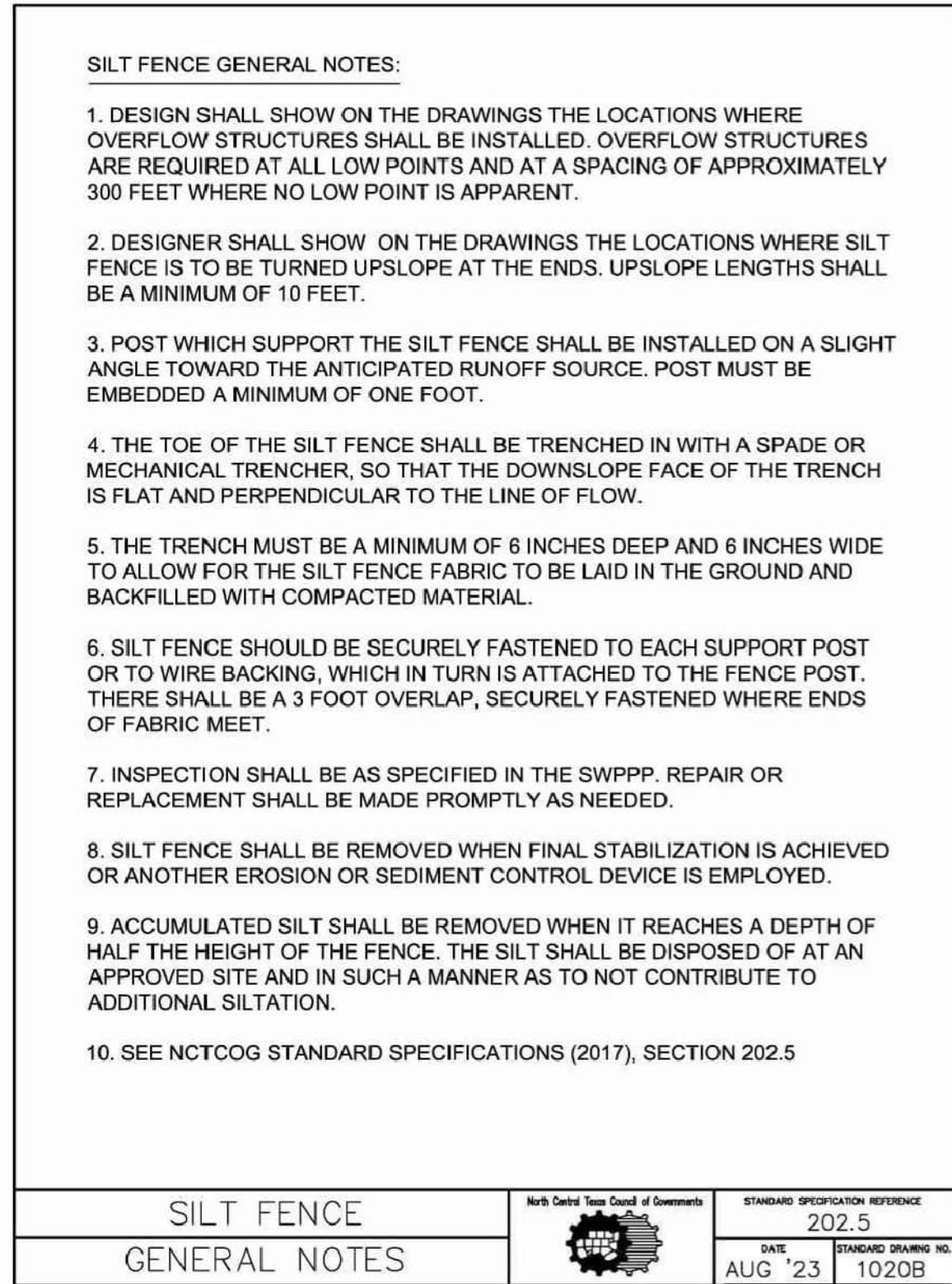
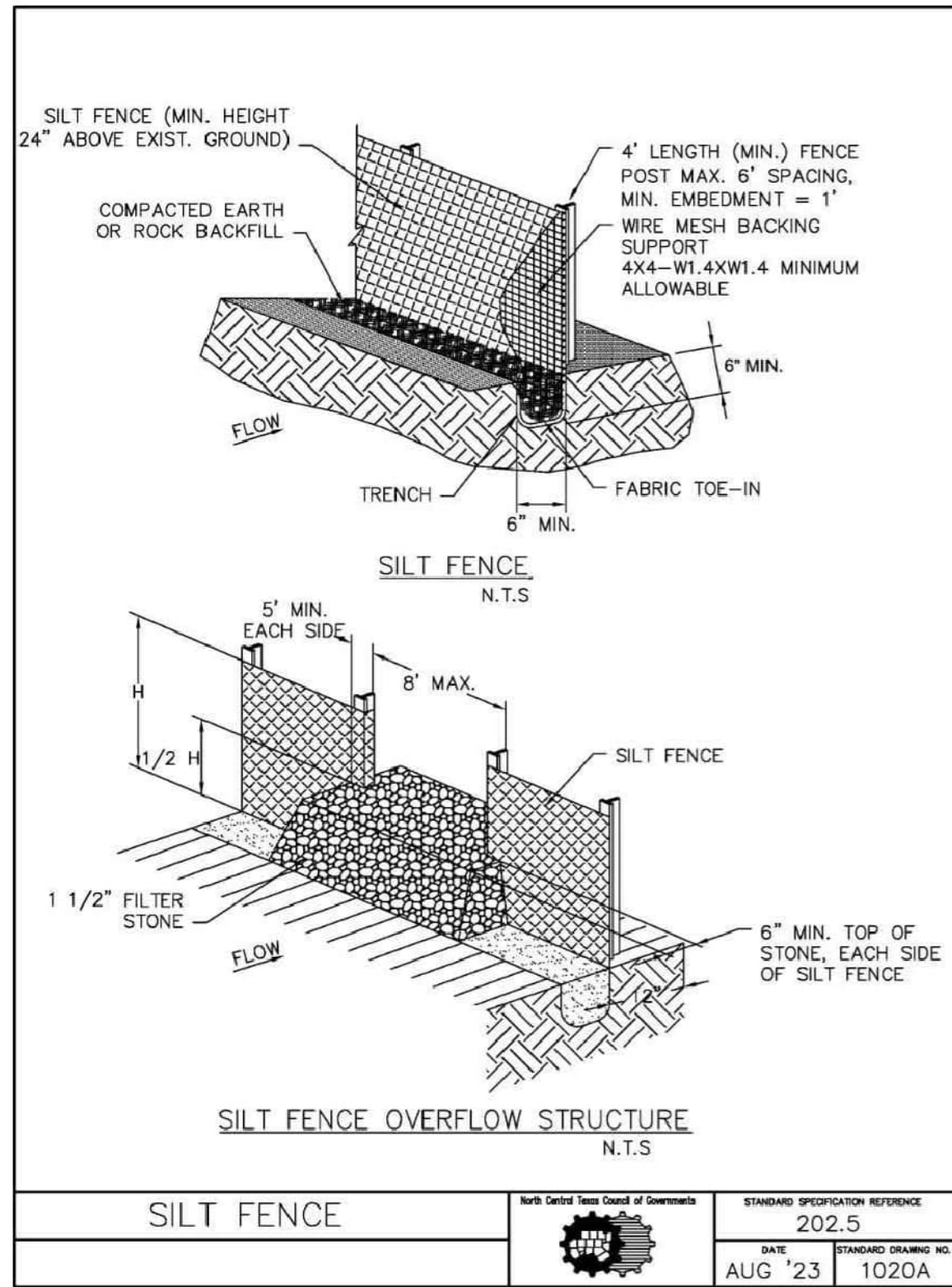
**LEGEND**

- PROPERTY BOUNDARY
- ADJACENT LOT LINE
- GREEK-CENTERLINE
- PAVEMENT CENTERLINE
- EXISTING EASEMENT
- EXISTING OVERHEAD UTILITY
- EXISTING SANITARY SEWER
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SILT FENCE
- EXISTING TREE

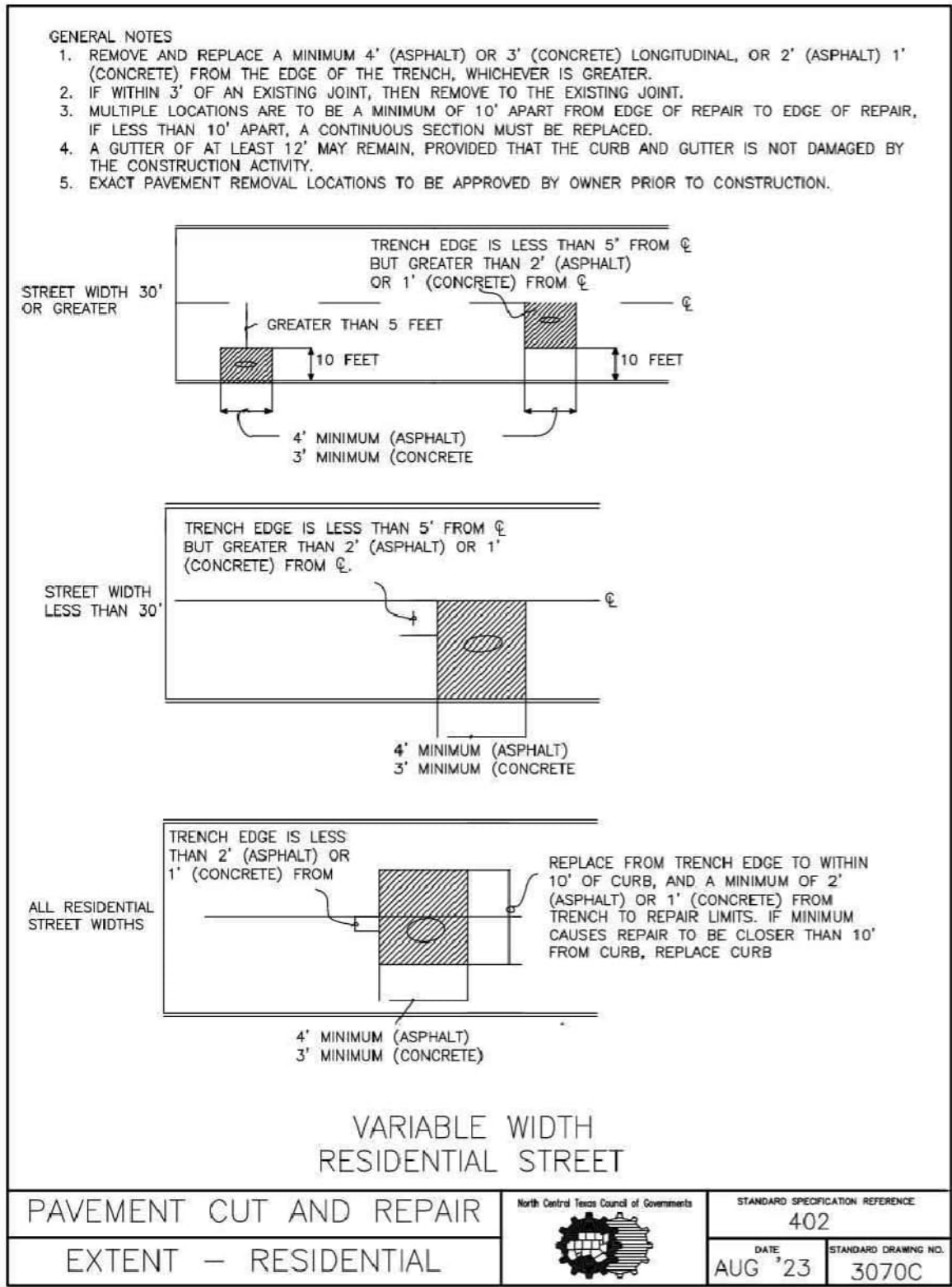
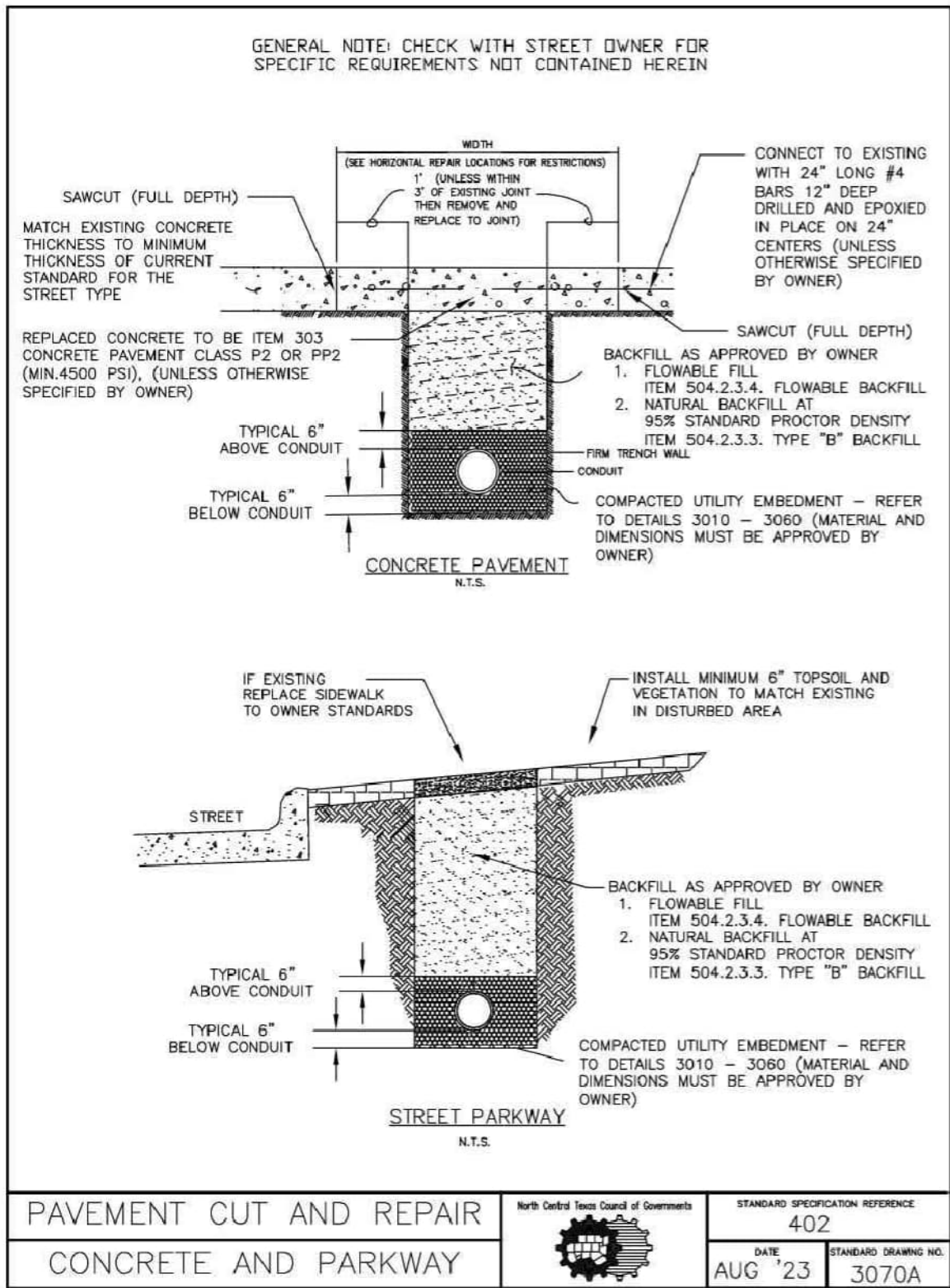
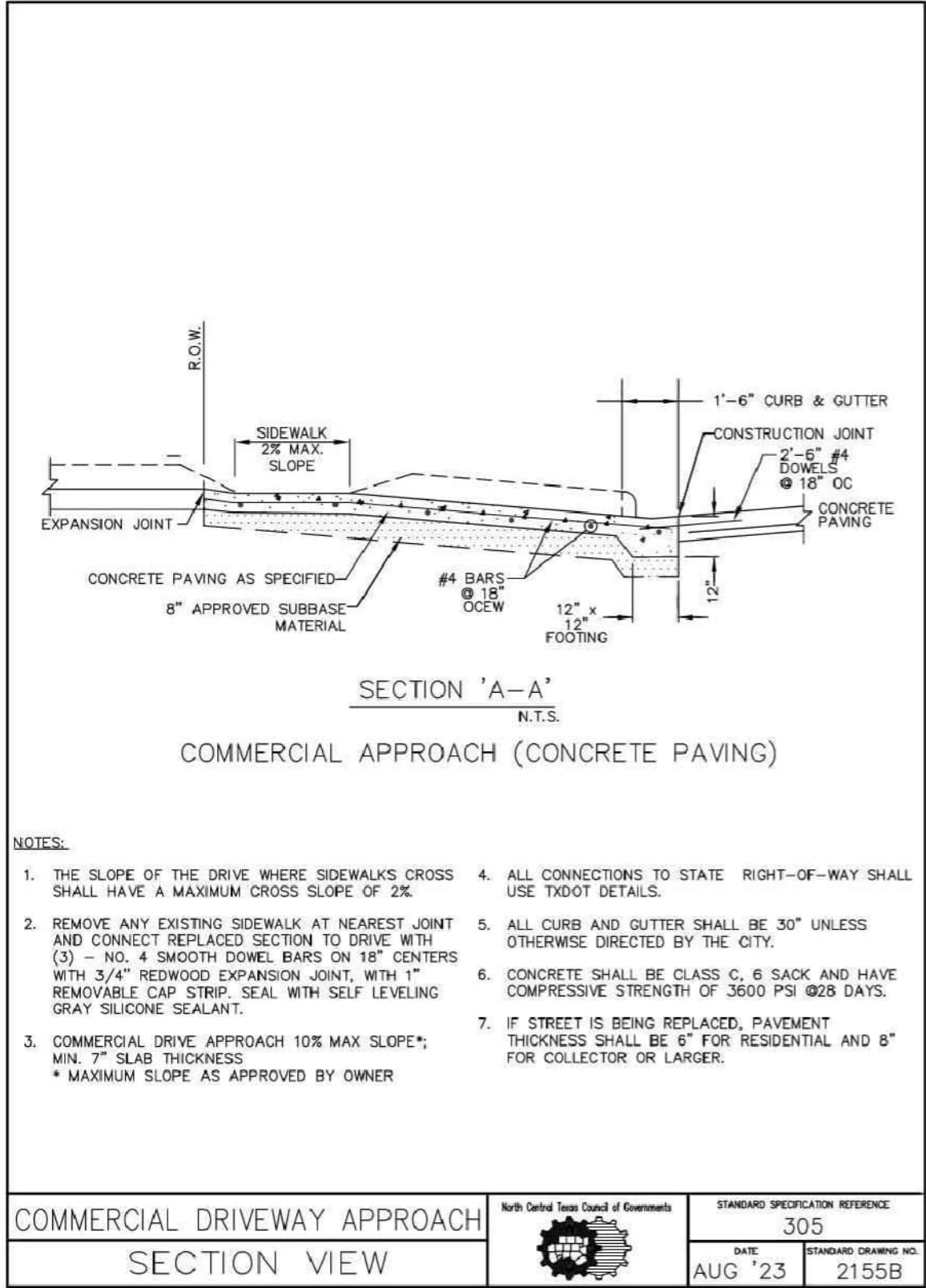
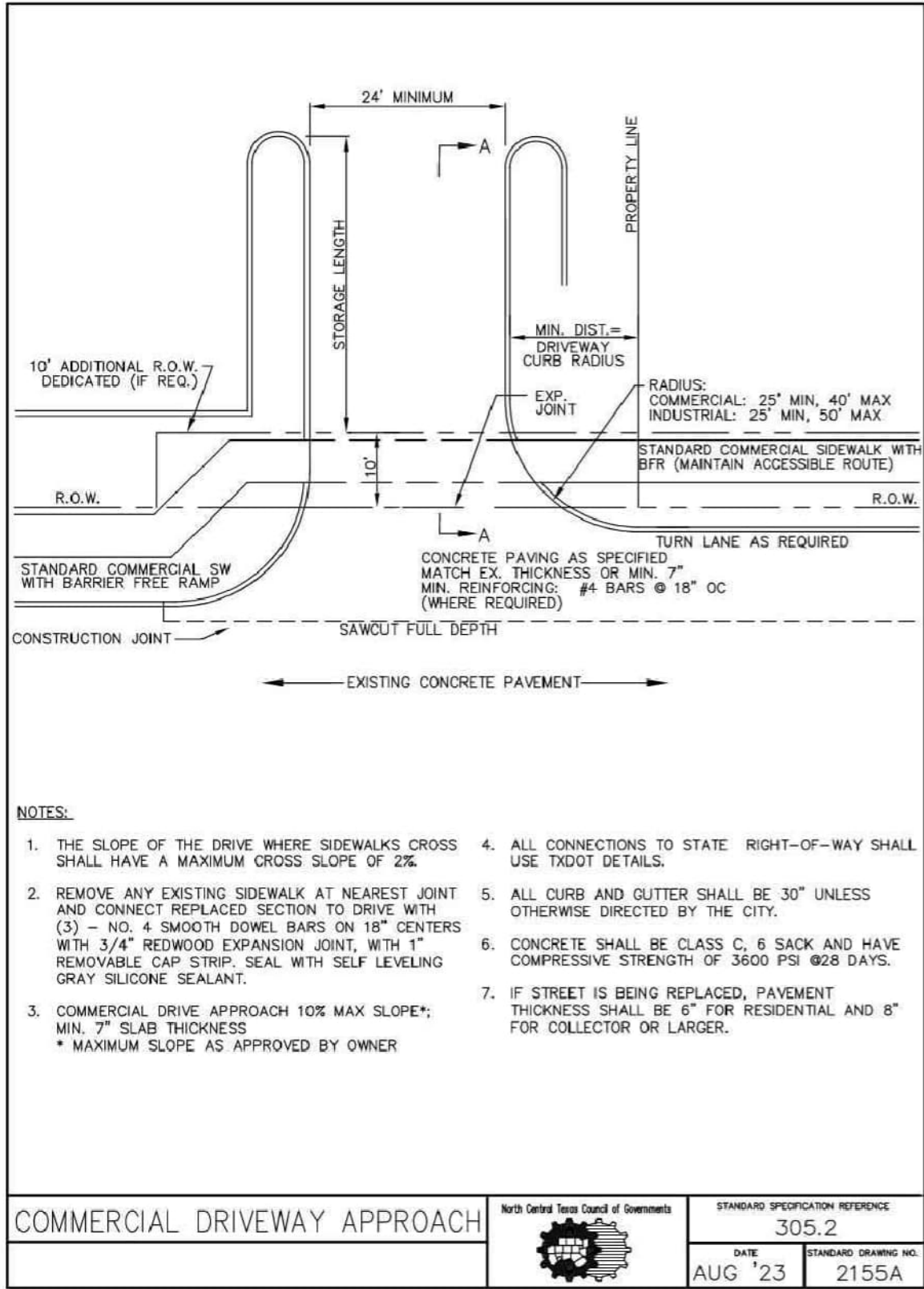




NOTE:  
DETAILS ARE FROM ISWM MANUAL. SIZE AND  
PLACEMENT MUST BE IN ACCORDANCE WITH CITY  
SPECIFICATIONS AND THE INTENT OF THE ISWM MANUAL.







REV. 1  
REV. 2  
REV. 3  
REV. 4  
REV. 5

2445 N. ELM STREET  
DENTON, TEXAS 76201  
Phone (940) 380-9453  
FAX (940) 380-9431  
Texas Board of Professional Engineers  
Registration Number: F-7898  
info@aegrp.com

**Allison Engineering Group**  
Planning Communities - Designing the Systems That Serve Them

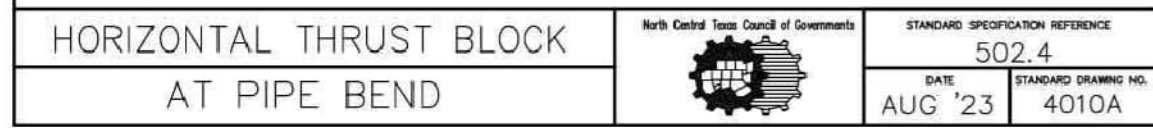
03/18/2025  
STATE OF TEXAS  
WILLIAM TODD ESTES  
92659  
REGISTERED PROFESSIONAL ENGINEER  
W. Todd Estes


Drawn by: JSM  
Checked by: WTE


JEFF SPRINGER  
CONSTRUCTION PLANS  
SANGER DAY CARE  
CITY OF SANGER, DENTON COUNTY, TEXAS  
STANDARD DETAILS - PAVING

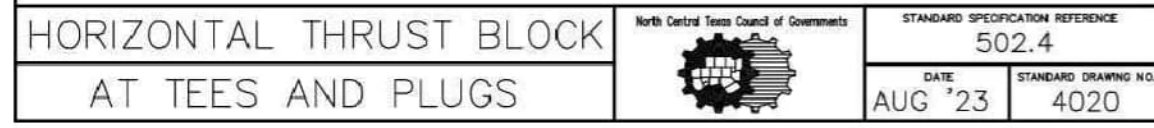
Job: SFP2301  
SHEET  
10






HORIZONTAL THRUST BLOCK AT PIPE BEND		STANDARD SPECIFICATION REFERENCE 502.4	
		DATE AUG '23	STANDARD DRAWING NO. 4010B

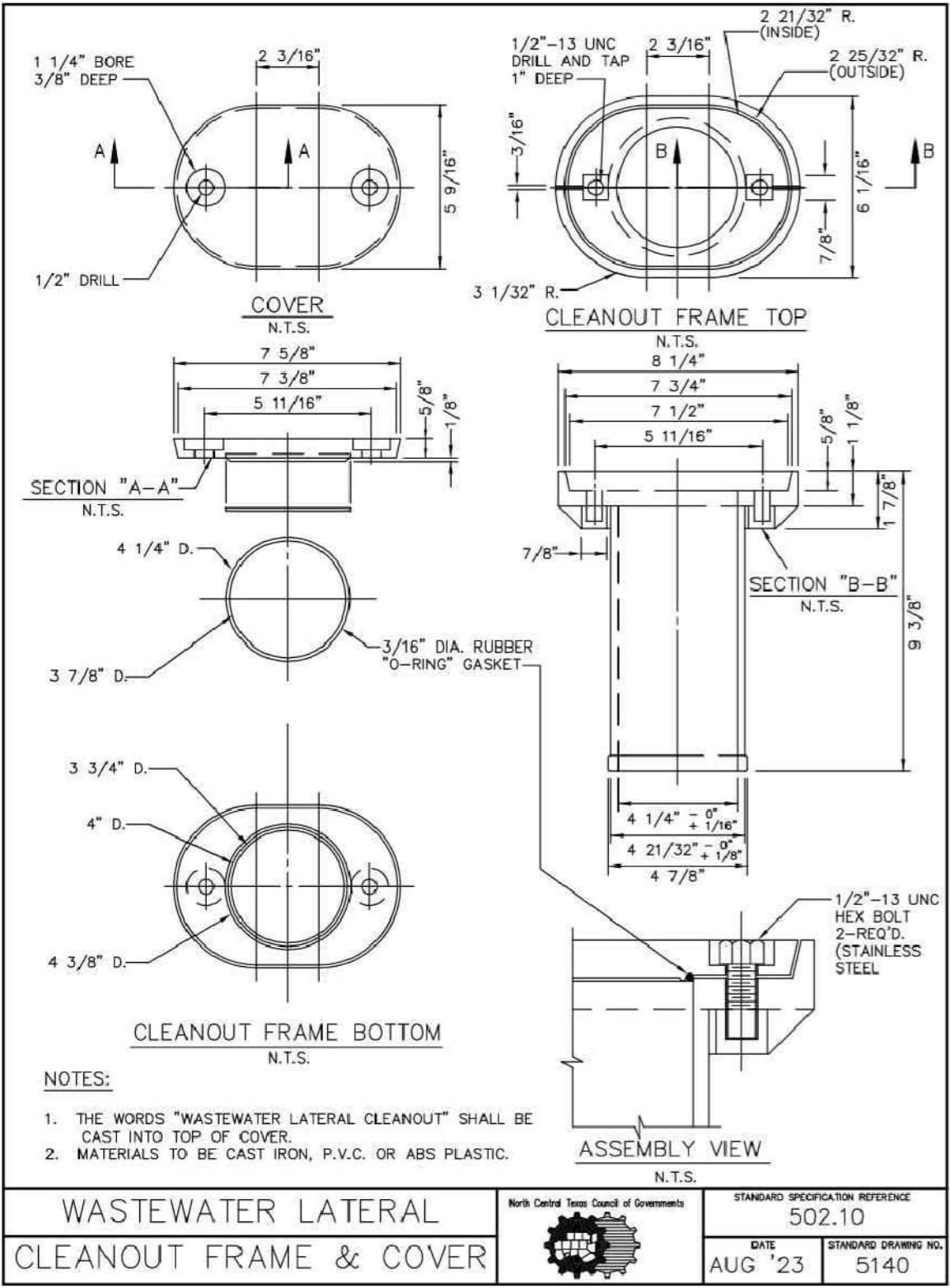
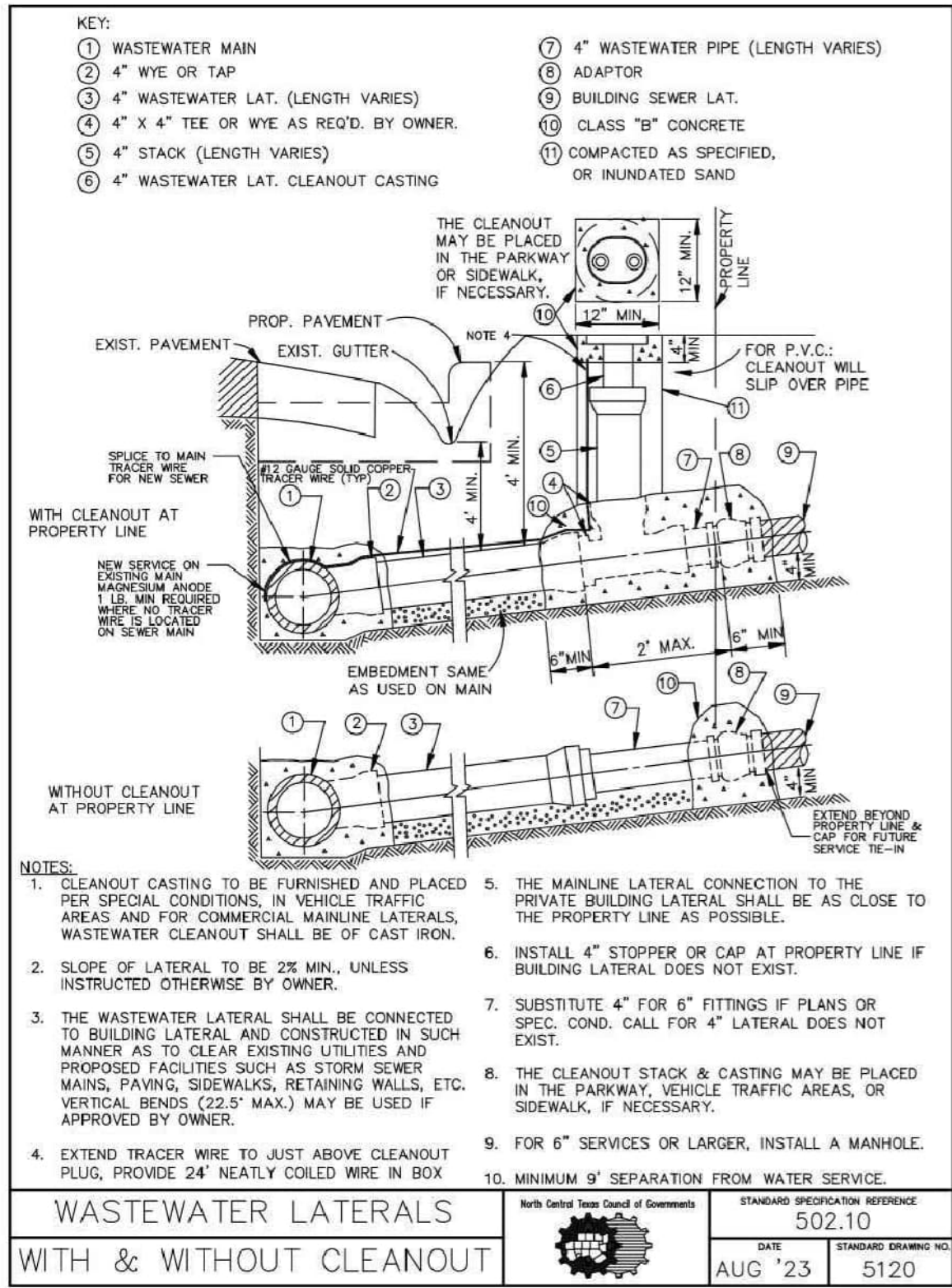
HORIZONTAL THRUST BLOCK		STANDARD SPECIFICATION REFERENCE	
		502.4	
AT PIPE BEND		DATE	STANDARD DRAWING NO.
		AUG '23	4010C



- |               |   |                                  |   |
|---------------|---|----------------------------------|---|
| THRUST BLOCK  |  | STANDARD SPECIFICATION REFERENCE |   |
| GENERAL NOTES |   | 502.4                            | DATE<br>AUG '23<br>STANDARD DRAWING NO.<br>4040 |







REV. 1	Item 15.
REV. 2	
REV. 3	
REV. 4	
REV. 5	

2415 N. ELM STREET  
DENTON, TEXAS 76201  
Phone (940) 380-9453  
FAX (940) 380-9431

Texas Board of  
Professional Engineers  
Registration Number: F-7898

info@ae@ep.com



Drawn by: JSM  
Checked by: WTE

JEFF SPRINGER  
CONSTRUCTOR PLANS  
SANGER DAY CARE  
CITY OF SANGER, DENTON COUNTY, TEXAS

STANDARD DETAILS - SEWER

Job: SFP2301

SHEET  
12



April 8, 2025  
AVO 37449.004

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

**Re: Sanger Daycare – Construction Plans Review**

Dear Ms. Hammonds,

Halff was requested by the City of Sanger to review the Construction Plans for Sanger Daycare. The submittal was prepared by Allison Engineering Group and was received March 25, 2025.

We have completed our review and offer the following comments:

Please address comments on attached markups and provide annotated responses on markups. Please note, not all comments may be written on letter since some comments are easier to show and explain on the markups. Please annotate markup with responses. Please note additional comments may be provided in subsequent reviews once additional data/responses are received.

**General Comments**

1. Approval pending. A drainage study should be included showing all the appropriate calculations. The hydrology model and all appropriate supporting files should be included with the submittal package.

**Construction Plan Comments**

**Cover Sheet:**

1. Inlet calculations and STM line sheets are not included. Please provide.

**Drainage Area Map:**

2. Please further divide the offsite area as shown on the attached markups.
3. Please add a point of hydrologic analysis at the existing culvert under S 2<sup>nd</sup> St.
4. Calculations should be provided for existing culverts showing that appropriate capacity exists.

**Grading Plan**





5. If natural ditch is to be replaced by improved flume, the flow from the 100-year flood must be contained within the improved channel while allowing for one (1) foot of freeboard. Please revise design to account for this. See § 10.106(d)(9)(B)(ii)
6. Please provide an explanation of the context in which these rational method calculations are applicable. Additionally, an increase in discharge is noted. Please demonstrate that this increase does not cause any adverse impacts to adjacent properties.
7. The approved drainage system shall provide for positive overflow at all low points. The system shall be designed for the 10-year with 100-year positive overflow in streets such that the depth of flow in the street does not exceed the top of curb. Also provide the velocity in the pipe, the discharge velocity and the hydraulic gradient calculations and grade line.
8. It appears that no outlet is provided for the revised channel along the south side of the improvement. How does it drain? Please revise or clarify.

If you have any questions or need additional information, please do not hesitate to call me at (214)-937-3921.

Sincerely,

HALFF

TBPELS Firm No. 312

A handwritten signature in black ink, appearing to read "Y. Tong", written over a horizontal line.

Yangbin Tong, PE, CFM



## CITY COUNCIL COMMUNICATION

**DATE:** May 19, 2025

**FROM:** Kelly Edwards, City Secretary

**AGENDA ITEM:** Consideration and possible action to electing a Mayor Pro-Tem in accordance with the Charter, Article III, City Council, Section 3.02.

**SUMMARY:**

- In accordance with the Charter, Article III, City Council, Section 3.02, Mayor Pro-Tem –
  - The Mayor Pro-Tem shall be a Councilmember elected by the City Council at the first regular meeting following either each regular city election or run-off election if such occurs.
  - Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor and, in this capacity, shall have the rights conferred upon the Mayor.

**FISCAL INFORMATION:**

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

**RECOMMENDED MOTION OR ACTION:**

Elect a Mayor Pro-Tem

**ATTACHMENTS:**

None

# CITY OF SANGER MARCH 2025 REPORT

JERI HARWELL – MUNICIPAL SERVICES MANAGER  
CHUCK ZHOU – GENERAL MANAGER



# RESIDENTIAL COLLECTION TONNAGE

SANGER - RESI TRASH COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential Trash	248.7	221.04	235.25										704.99	235.00
Brush/Bulk	49.1	98.41	135.7										283.21	94.40
Total	297.8	319.45	370.95										988.20	329.40
SANGER - RESI RECYCLE COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential SSR	83.94	51.85	47.37										183.16	61.05
SANGER - TOTAL MATERIAL COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total All Services	381.74	371.3	418.32										1,171.36	390.45
SANGER - DIVERSION RATE 2025														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential SSR	25.23%	19.00%	16.76%										20.62%	20.33%



# INDUSTRIAL AND COMMERCIAL COLLECTION TONNAGE

SANGER - INDUSTRIAL & COMMERCIAL TRASH COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Industrial Trash	197.64	197.03	216.58										611.25	203.75
Commercial Trash	249.06	196.71	199.35										645.12	215.04
Total	446.7	393.74	415.93										1,256.37	418.79
SANGER - INDUSTRIAL RECYCLING COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Comm & Industrial Recycle	0	0	0										0.00	0.00
SANGER - TOTAL MATERIAL COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total All Services	446.7	393.74	415.93										1,256.37	418.79
SANGER -INDUSTRIAL DIVERSION RATE 2025														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Comm & Industrial	0.00%	0.00%	0.00%										0.00%	0.00%



# PARTICIPATION SERVICES

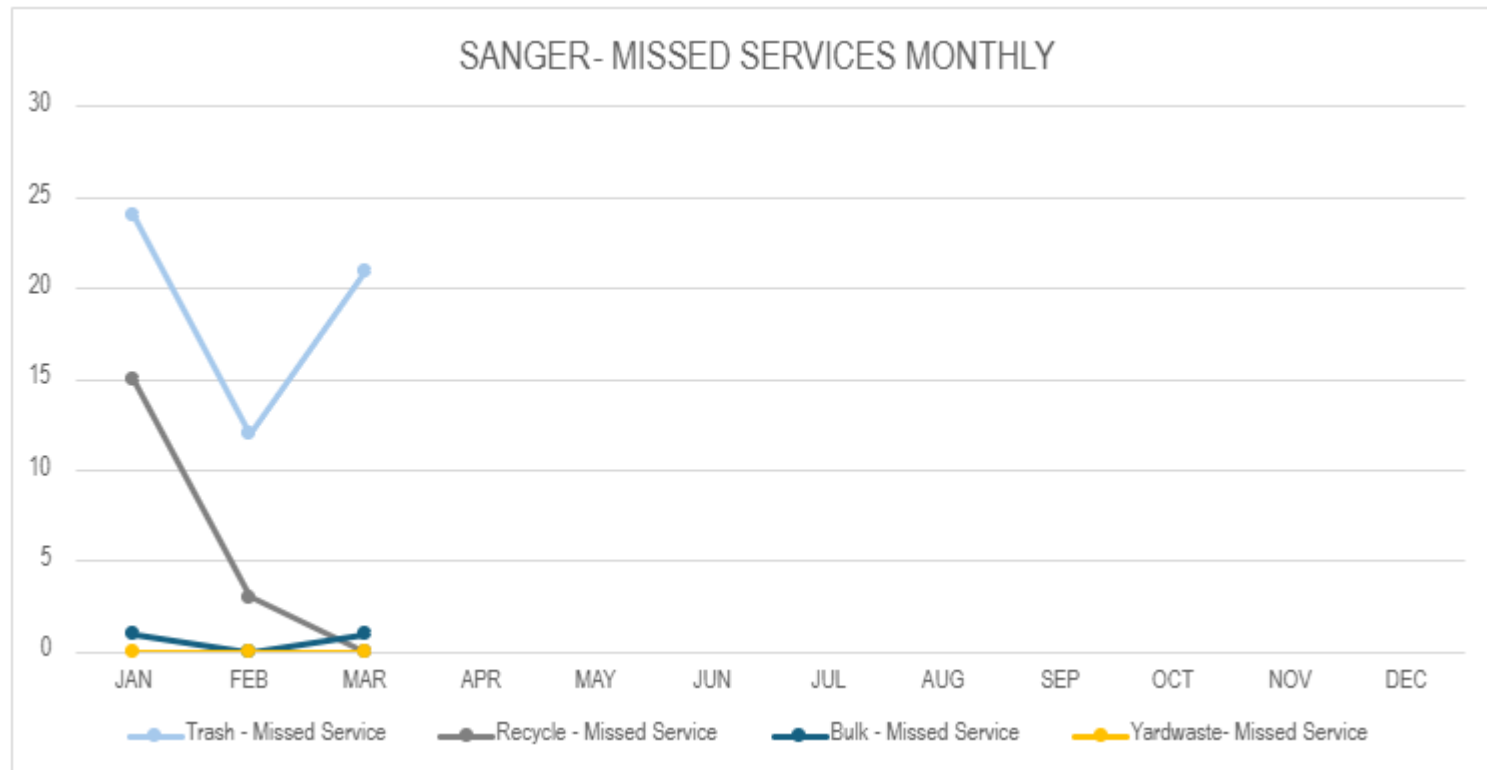
Item 17.

SANGER - RESIDENTIAL RECYCLE PARTICIPATION RATES 2025													
Participation	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
# Households	3,317	3,322	3,329										3,323
Servicable Households	16,585	13,288	13,316										3,323
SSR Participation	50.61%	39.02%	35.57%										41.74%
SSR Set Outs	8,394	5,185	4,737										6,105
SANGER - OTHER INFORMATION 2025													
CONTAINERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Container Deliveries	13	18	22										53
Repair	0	0	0										0
Remove Container	0	0	0										0
Exchange Container	0	0	0										0
SERVICES													
Code Red	0	0	0										0
Routes Incomplete	0	0	0										0
Special Bulk Pickup	0	0	0										0
Illegal Dumps	0	0	0										0
TOTAL	0	0	0										0



# RELIABLE SERVICES

SANGER - MISSED SERVICES 2025														
Service Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Trash - Missed Service	24	12	21										57	19.00
Recycle - Missed Service	15	3	0										18	6.00
Bulk - Missed Service	1	0	1										2	0.67
Yardwaste- Missed Service	0	0	0										0	0.00
Service Activity Total	40	15	22										77	25.67



It is the policy of Republic Services that if a customer perceives that we missed a collection component, we return for collection and do not question the missed service.

# SAFETY - OUR # 1 GOAL

Item 17.

SANGER - SAFETY RECORD 2025													
Service Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Property Damage	0	0	0										0
Motor Vehicle Accidents	0	0	0										0
Moving Violations	0	0	0										0
Personal Injury Claims	0	0	0										0
TOTAL	0	0	0										0

Nothing is more important than safety, and no job is so urgent that we cannot take the time to do it safely. The very nature of what we do requires us to be uncompromising on safety, beginning with our employees and extending to our customers and into the communities we serve. Simply, a sustainable planet is only possible if everyone works and lives together... safely.



# CITY OF SANGER APRIL 2025 REPORT

JERI HARWELL – MUNICIPAL SERVICES MANAGER  
CHUCK ZHOU – GENERAL MANAGER



# RESIDENTIAL COLLECTION TONNAGE

SANGER - RESI TRASH COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential Trash	248.7	221.04	235.25	260.24									965.23	241.31
Brush/Bulk	49.1	98.41	135.7	186.73									469.94	117.49
Total	297.8	319.45	370.95	446.97									1,435.17	358.79
SANGER - RESI RECYCLE COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential SSR	83.94	51.85	47.37	71.59									254.75	63.69
SANGER - TOTAL MATERIAL COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Total All Services	381.74	371.3	418.32	518.56									1,689.92	422.48
SANGER - DIVERSION RATE 2025														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Residential SSR	25.23%	19.00%	16.76%	21.57%									20.88%	20.64%



# INDUSTRIAL AND COMMERCIAL COLLECTION TONNAGE

SANGER - INDUSTRIAL & COMMERCIAL TRASH COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Industrial Trash	197.64	197.03	216.58	182.23									793.48	198.37
Commercial Trash	249.06	196.71	199.35	282.24									927.36	231.84
<b>Total</b>	<b>446.7</b>	<b>393.74</b>	<b>415.93</b>	<b>464.47</b>									<b>1,720.84</b>	<b>430.21</b>
SANGER - INDUSTRIAL RECYCLING COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Comm & Industrial Recycle	0	0	0	0									0.00	0.00
SANGER - TOTAL MATERIAL COLLECTED 2025 (TONS)														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
<b>Total All Services</b>	<b>446.7</b>	<b>393.74</b>	<b>415.93</b>	<b>464.47</b>									<b>1,720.84</b>	<b>430.21</b>
SANGER -INDUSTRIAL DIVERSION RATE 2025														
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Comm & Industrial	0.00%	0.00%	0.00%	0.00%									0.00%	0.00%



# PARTICIPATION SERVICES

Item 18.

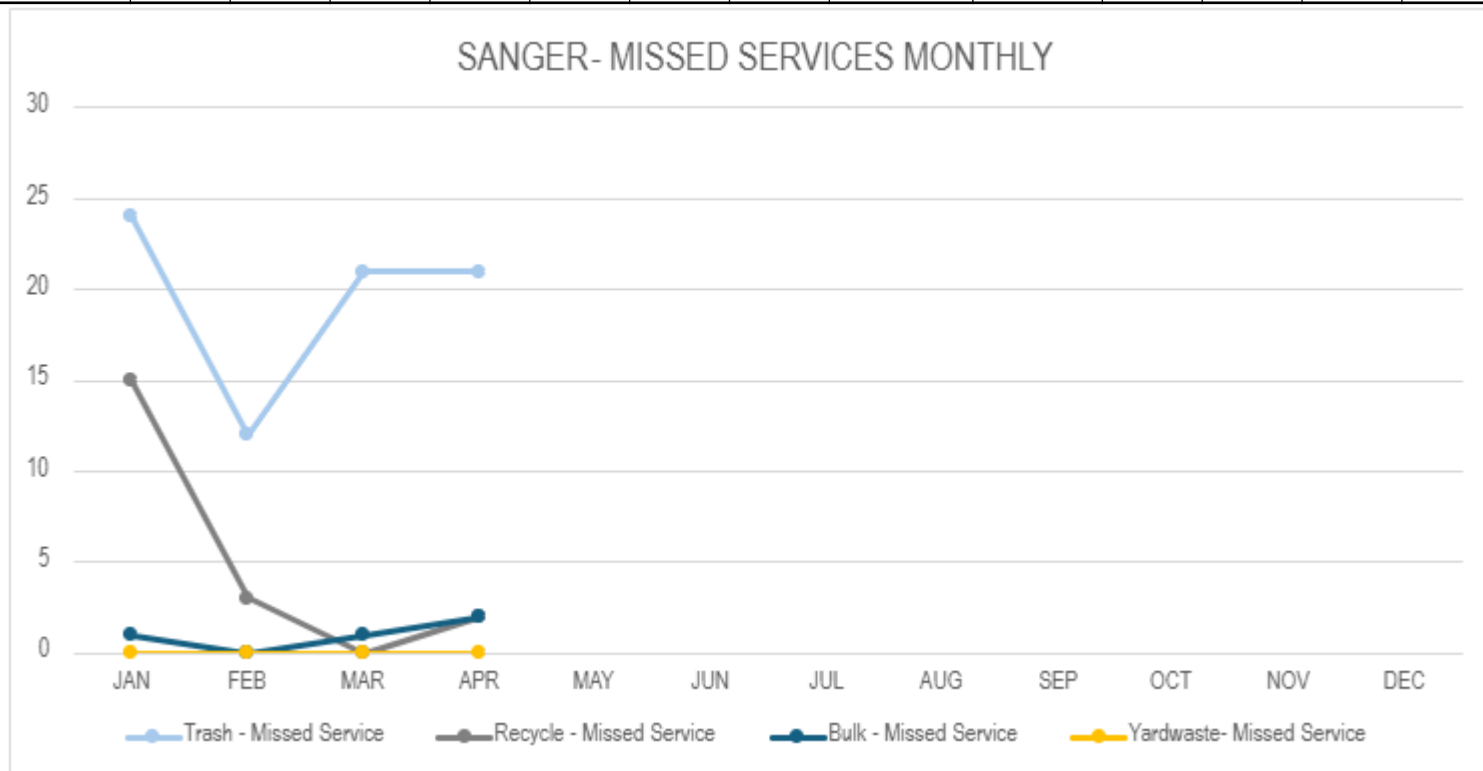
SANGER - RESIDENTIAL RECYCLE PARTICIPATION RATES 2025													
Participation	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG
# Households	3,317	3,322	3,329	3,343									3,328
Servicable Households	16,585	13,288	13,316	16,715									3,328
SSR Participation	50.61%	39.02%	35.57%	42.83%									42.01%
SSR Set Outs	8,394	5,185	4,737	7,159									6,369
SANGER - OTHER INFORMATION 2025													
CONTAINERS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Container Deliveries	13	18	22	7									60
Repair	0	0	0	0									0
Remove Container	0	0	0	4									4
Exchange Container	0	0	0	1									1
SERVICES													
Code Red	0	0	0	0									0
Routes Incomplete	0	0	0	0									0
Special Bulk Pickup	0	0	0	0									0
Illegal Dumps	0	0	0	0									0
TOTAL	0	0	0	0									0



# RELIABLE SERVICES

SANGER - MISSED SERVICES 2025

Service Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL	AVG
Trash - Missed Service	24	12	21	21									78	19.50
Recycle - Missed Service	15	3	0	2									20	5.00
Bulk - Missed Service	1	0	1	2									4	1.00
Yardwaste- Missed Service	0	0	0	0									0	0.00
Service Activity Total	40	15	22	25									102	25.50



It is the policy of Republic Services that if a customer perceives that we missed a collection component, we return for collection and do not question the missed service.

# SAFETY - OUR # 1 GOAL

Item 18.

SANGER - SAFETY RECORD 2025													
Service Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Property Damage	0	0	0	0									0
Motor Vehicle Accidents	0	0	0	0									0
Moving Violations	0	0	0	0									0
Personal Injury Claims	0	0	0	0									0
TOTAL	0	0	0	0									0

Nothing is more important than safety, and no job is so urgent that we cannot take the time to do it safely. The very nature of what we do requires us to be uncompromising on safety, beginning with our employees and extending to our customers and into the communities we serve. Simply, a sustainable planet is only possible if everyone works and lives together... safely.