

# **4B DEVELOPMENT CORPORATION**

## **MEETING AGENDA**

**DECEMBER 09, 2025, 6:00 PM**



**4B DEVELOPMENT CORPORATION 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 Corporation 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 Corporation with regard to matters on the agenda will be received at the time the item is considered. The Corporation is not allowed to converse, deliberate or take action on any matter presented during citizen input.*

### **DISCUSSION ITEMS**

1. Discussion regarding recognition for former board member Jeff Springer.

### **CONSENT AGENDA**

*All items on the Consent Agenda will be acted upon by one vote without being discussed separately unless requested by a Board member to remove the item(s) for additional discussion. Any items removed from the Consent Agenda will be taken up for individual consideration.*

2. Consideration and possible action on 4B minutes from 08/26/2025.

### **PUBLIC HEARING ITEMS**

3. Conduct a Public Hearing on expenditures and transfer of funds not to exceed \$1,080,100 of Type B Sanger Texas Development Corporation funds to the City of Sanger for the Miracle League Project.

### **ACTION ITEMS**

4. Consideration and possible action on expenditures and transfer of funds not to exceed \$1,080,100 of the Type B Sanger Texas Development Corporation funds to the City of Sanger for the Miracle League Project.

5. Consideration and possible action on a professional agreement with the Retail Coach for retail recruitment services, in partnership with the Sanger Industrial Development Corporation. The Sanger Texas Development Corporation's portion of the total \$28,000 contract shall not exceed \$14,000; and authorizing the Director to execute all necessary documents.
6. Consideration and possible action on amending the Property Enhancement Incentive Grant for 202 Bolivar.

## REPORTS

7. Financial Reports.
8. Director's Report.

## FUTURE AGENDA ITEMS

*The purpose of this item is to allow the President and Board members to bring forward items they wish to discuss at a future meeting, A Board member 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 Corporation or at the call of the President.*

## ADJOURN

**NOTE:** The Corporation 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 December 3, 2025, by 12:00 PM.

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Shani Bradshaw, Director of Economic Development

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.



## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** December 9, 2025

**FROM:** Shani Bradshaw, Director of Economic Development

**AGENDA ITEM:** Discussion regarding recognition for former board member Jeff Springer.

**SUMMARY:**

- Staff has been directed by the Board to develop ideas for recognizing the services of former Board Member Jeff Springer. The Board has expressed interest in incorporating a memorial element within the Porter Park Project to honor Jeff's contributions to the community.
- Staff will present several recognition concepts for the Board's consideration and discussion during the meeting.

**FISCAL INFORMATION:**

Budgeted: NA                      Amount: NA                      GL Account: NA

**RECOMMENDED MOTION OR ACTION:**

**ATTACHMENTS:**

NA



## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** December 9, 2025

**FROM:** Shani Bradshaw, Director of Economic Development.

**AGENDA ITEM:** Consideration and possible action on 4B minutes from 08/26/2025.

**SUMMARY:**

- 4B Board Minutes from 08/26/2025

**FISCAL INFORMATION:**

Budgeted: NA                      Amount: NA                      GL Account: NA

**RECOMMENDED MOTION OR ACTION:**

Staff recommends approval.

**ATTACHMENTS:**

4B Minutes from 08/26/2025.



## **4B DEVELOPMENT CORPORATION**

### **MEETING MINUTES**

**AUGUST 26, 2025, 6:00 PM**



#### **4B DEVELOPMENT CORPORATION REGULAR MEETING**

**DEVELOPMENT SERVICES BUILDING - 201 BOLIVAR STREET, SANGER, TEXAS 76266**

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

As there was a quorum John Payne called the meeting to order at 6:08 p.m.

#### **BOARD MEMBERS PRESENT**

Board Member, Place 1 Lee Alison

Board Member, Place 2 John Payne

Board Member, Place 3 Matt Fuller

Board Member, Place 4 Beverly Howard

Board Member, Place 5 Dennis Dillon

Board Member, Place 6 Eddie Piercy

Board Member, Place 7 Carrie Bilyeu

#### **BOARD MEMBERS ABSENT**

#### **STAFF MEMBERS PRESENT**

Director of Economic Development Shani Bradshaw, and Coordinator of Economic Development Morgan Miller

#### **INVOCATION AND PLEDGE**

Invocation was led by Board Member Dillon, and pledge was led by Board Member Payne.

#### **CITIZENS COMMENTS**

No citizens came forward to speak.

#### **DISCUSSION ITEMS**

1. Discussion regarding recognition for former board member's service.

Board Member Payne read the item. Director Bradshaw presented the item.

## CONSENT AGENDA

2. Consideration 4B minutes from 05/29/2025.

Motion to approve the consent agenda as shown was made by Board Member Piercy. Seconded by Board Member Howard.

Voting Yea: Board Member Payne, Board Member Allison, Board Member Fuller, Board Member Dillon, and Board Member Bilyeu. The motion passes unanimously.

## PUBLIC HEARING ITEMS.

3. Conduct a Public Hearing on expenditures for an economic development strategic plan in the amount not to exceed \$40,000.

Board member Payne opened the Public Hearing at 6:17.

Director Shani Bradshaw provided an overview of the item.

Board member Payne closed the Public Hearing at 6:18.

## ACTION ITEMS

4. Consideration and possible action for an economic development strategic plan in the amount not to exceed \$40,000.

Motion to approve an economic development strategic plan in the amount not to exceed \$40,000 was made by Board Member Piercy. Seconded by Board Member Fuller.

Voting Yea: Board Member Dillon, Board Member Howard, Board Member Alison, and Board Member Bilyeu. Board Member Payne abstained.

5. Consideration and possible action to approve and authorize the execution of service agreement with Civic Solutions Partnership, LLP for the development of an Economic Development Strategic Plan, subject to City Council approval.

Director Bradshaw presented the item and distributed handouts.

Comments were made and questions were asked by Board Member Fuller, Board Member Alison and Board Member Payne. Director Bradshaw responded.

Motion to approve the service agreement with Civic Solutions Partnership, LLP for the development of an Economic Development Strategic Plan, was made by Board Member Piercy. Seconded by Board Member Fuller.

Voting Yea: Board Member Dillon, Board Member Payne, Board Member Bilyeu, Board Member Alison, Board Member Howard. The motion passes unanimously.

6. Consideration and possible action on amending the Property Enhancement Incentive Grant for 202 Bolivar.

Director Bradshaw provided an update and requested that the board consider tabling the item to allow the applicant's contractor time to correct the invoice.

Motion to table the item for later date made by Piercy. Second by Board Member Fuller.

Voting Yea: Board Member Dillon, Board Member Payne, Board Member Howard, Board Member Bilyeu, Board Member Alison. The motion passes unanimously.

7. Consideration and possible action on electing officers for the Sanger TX Development Corporation Board.

Board Member Piercy nominated Board Member Payne for President. Board Member Fuller nominated Board Member Piercy for Vice President.

Motion to approve nominations made by Board Member Howard. Seconded by Board Member Bilyeu.

Voting Yea: Board Member Dillon, Board Member Fuller, Board Member Piercy, Board Member Alison, and Board Member Payne. The motion passed unanimously.

## **REPORTS**

8. Financial Reports.

Director Bradshaw goes over the financial report.

## **FUTURE AGENDA ITEMS**

No future items were discussed.

## **ADJOURN**

As there were no further items on the agenda Board Member Payne adjourned the meeting at 7:09 p.m.



## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** December 9, 2025

**FROM:** Shani Bradshaw, Director of Economic Development

**AGENDA ITEM:** Conduct a Public Hearing on expenditures and transfer of funds not to exceed \$1,080,100 of Type B Sanger Texas Development Corporation funds to the City of Sanger for the Miracle League Project.

### **SUMMARY:**

Halff Associates has submitted a proposed Scope of Services for the Porter Park East Sports Complex (Phase 1) located on approximately 50 acres east of IH-35 and west of Cowling Road along Duck Creek. The proposal includes Schematic Design and Construction Documents (PS&E) for Phase 1 of the multi-phase park project, consistent with the previously developed Master Plan.

The submission includes:

- Attachment A – Basic Scope of Services (Landscape Architecture and Engineering)
- Attachment B – Exclusions and Optional Additional Services
- Attachment C – Project Exhibit/Master Plan
- Attachment D – Estimated Project Schedule

A primary objective of this Scope of Services is to initiate the design of the City's first Miracle League Field, which is included as part of the Porter Park East Phase 1 development. Acceptance of this Scope of Services will officially launch the park project and ensure that the Miracle League project begins.

The Board has expressly stated its desire to fund this project, specifically to support the advancement of the Miracle League Field. The Board's commitment to transfer funds is directly tied to advancing the Miracle League Field component, recognizing its significant community impact and the importance of moving this inclusive recreation facility into the design phase.

### **FISCAL INFORMATION:**

Although this item was not originally budgeted, sufficient funds are available within the SEDC Type B fund balance to support this Scope of Services. Funds will be transferred upon approval.

### **RECOMMENDED MOTION OR ACTION:**

### **ATTACHMENTS:**

- Notice of public hearing
- Scope of Services

**CITY OF SANGER, TEXAS**

**NOTICE OF PUBLIC HEARING**

**TYPE B SANGER TEXAS DEVELOPMENT CORPORATION**

Notice is hereby given that the Type B Sanger Texas Development Corporation will conduct a public hearing during a meeting scheduled to begin at 6:00 P.M. on December 9, 2025, at the Historic Church Building, 403 N. 7th Street, Sanger, Texas 76266.

The purpose of the hearing is to consider the expenditure and transfer of funds not to exceed \$1,080,100 of Type B Sanger Texas Development Corporation funds to the City of Sanger for the Miracle League Project.

All interested citizens and property owners are hereby notified of their right to appear and be heard on this matter.

drc 11/21/2025

September 23, 2025

PROJECT No. (AVO): 56304.002

City of Sanger  
Ryan Nolting  
Parks and Recreation  
201 Bolivar St, Sanger TX 76266

RE: Porter Park East PS&E

The approximately 50-acre site east of Interstate Highway 35 and west of Cowling Road on the northern banks of Duck Creek.

Dear Ryan,

At Halff we improve lives and communities by turning ideas into reality. We do that by working with great clients on meaningful PROJECTs. As such, we are pleased to submit the following Scope of Services for the Porter Park East Sports Complex for the City of Sanger.

The proposed services to be performed are described in the Scope of Services (**Attachment A**). Proposed services that are not included as part of the Scope of Service are listed in the Exclusions/Available Additional Services (**Attachment B**); however, these services can be provided by Halff upon request. A PROJECT Exhibit (**Attachment C**) and estimated PROJECT Schedule (**Attachment D**) are/is also included.

**Unless otherwise modified, please note that the Scope of Services described herein shall remain valid and continue in effect for a period of 90 calendar days, after which it will require renewal in writing by CONSULTANT and CLIENT.**

Thank you for the opportunity to work with you to improve lives and communities. Please feel free to contact me if you have any questions or comments regarding this Scope of Services.

Sincerely,



W. Brett Mann, PLA, ASLA  
Director of Landscape Architecture  
214-217-6472  
bmann@halff.com

# **ATTACHMENT A**

## **BASIC SCOPE OF SERVICES**

### **LANDSCAPE ARCHITECTURAL AND ENGINEERING SERVICES FOR PORTER PARK EAST SPORTS COMPLEX**

## **PURPOSE**

Halff (CONSULTANT) shall provide Landscape Architecture and Engineering Services for Porter Park East Sports Complex (PROJECT), to the City of Sanger, TX (CLIENT). The purpose of the PROJECT is to provide Schematic Design and Construction Document (PS&E) services for Phase 1 of a multiphase sports complex as described in the scope and shown on the attached Park Master Plan exhibit (C).

## **SCOPE**

The PROJECT is located on the approximately 50-acre site east of Interstate Highway 35 and west of Cowling Road on the northern banks of Duck Creek and will consist of the amenities shown in the area delineated as Phase 1 on the attached Master Plan (Exhibit C). This PROJECT Scope will consist of Schematic Design and Construction Documents (PS&E) for Phase 1.

## **ASSUMPTIONS**

This scope of services (the "Scope of Services") has been prepared using the following assumptions as a basis for its preparation:

1. The Scope of Services represents a single, stand-alone PROJECT consisting of tasks described below for the design and construction of the proposed improvements, in their entirety, with no removal or separation of tasks for the completion of the PROJECT.
2. Preparation of plans at each milestone is on a one-time only basis. Changes to a milestone submittal (i.e. a re-submitted set of 60% plans after a full 60% set of plans has been submitted by the CONSULTANT for formal review by the CLIENT) will result in additional fees to be determined at that time prior to revision work being done. Comments on each milestone submittal will be addressed in the following submittal.
3. The PROJECT will follow Federal, State and Local design requirements as applicable.
4. CLIENT, and Stakeholders, i.e., TxDOT, NCTCOG, Parks Department, Sports Associations etc, will provide available existing conditions information and base-map data, including, but not limited to:
  - As-built plans, record drawings, and/or condition assessments for existing utilities located within the proximity or adjacent to the PROJECT area.

- Construction and/or as-built drawings, if available, and any future development plans impacting the PROJECT area.
  - Traffic studies
  - Current property and easement information.
  - Aerial Data.
  - Existing or previous environmental reporting.
  - Base information such as CADD or GIS data
  - GIS data for FEMA floodplain
  - Hydraulic models
5. The CLIENT will be responsible for distributing, coordinating, and facilitating all submittal milestones/packages to necessary stakeholders, including correspondence during the submittal review period(s) and providing CONSULTANT with organized reviews/comments and feedback from reviewing entities.
6. In addition to any base map data provided by the CLIENT (as described above), CONSULTANT will utilize publicly available and CLIENT-provided data (aerial ortho imagery, contours, record drawings, etc.) to supplement PROJECT development outside the limits of survey. Supplemental information will be used in the assessment, review, and design of the proposed improvements.
- The PROJECT schedule and milestone dates are based on an assumed CLIENT and stakeholder review period of 10 business days. Review periods exceeding 10 business days may impact the remaining schedule.
7. There are no significant changes to site conditions since the original request for proposal was provided by CONSULTANT to the CLIENT on July 15, 2025.
8. Internal PROJECT meetings described herein will be held at the CONSULTANT's office or virtually, unless on-site meeting is specified. CONSULTANT shall notify CLIENT and request additional compensation if additional meetings are necessary for ongoing coordination and/or the completion of the PROJECT.



## TASK 1 – DESIGN SUPPORT SERVICES

### TASK 1.1 – PROJECT MANAGEMENT AND COMMUNICATION

#### **PROJECT Management Coordination, Communications, and Reporting:**

CONSULTANT will provide reports to the CLIENT as part of a monthly coordination meeting, which will detail the current progress, highlight any outstanding issues, and address future concerns. Additionally, CONSULTANT will conduct internal meetings with their staff for effective coordination and communication regarding the PROJECT.

CONSULTANT will coordinate with all disciplines involved in the production of the design documents and will conduct internal coordination meetings as needed.

CONSULTANT will schedule and coordinate up to five (05) Design Review meetings total with the CLIENT during the design phase. These meetings will review the design documents and address any issues that may arise.

Other Coordination - Phone calls, conference calls, virtual meetings are included in this phase.

### TASK 1.2 – PROJECT KICK-OFF MEETING

#### **PROJECT Kick-off Meeting:**

CONSULTANT will attend one (1) virtual or in-person-coordination/PROJECT kick-off meeting with the CLIENT to confirm the goals, objectives, budget, schedule and program of proposed improvements of the PROJECT. Notes may be taken by the CONSULTANT to record items discussed and decisions made during this meeting and provided to all attendees.

- PROJECT Kick-Off Meeting – One (1) Virtual or in-person meeting (3 Hours maximum duration)

#### **Task 1.2 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the PROJECT Kick-Off meeting notes.
- One (1) Digital PDF copy of the monthly progress reports (if requested).

### TASK 1.3 – QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

CONSULTANT will perform internal Quality Assurance and Quality Control (QA/QC) reviews of CONSULTANT'S deliverables at each submittal milestone. SUBCONSULTANTS are required to follow CONSULTANT QA/QC standards. In addition, the CONSULTANT QA/QC Manager may provide comments to SUBCONSULTANTS and recheck for implementation.

## TASK 2 – DATA COLLECTION

### TASK 2.1 – GEOTECHNICAL REPORT

#### **SCOPE OF SERVICES**

The objective of this geotechnical investigation will be to obtain subsurface data and develop foundation, pavement, pavement subgrade and earthwork recommendations for the facility. All services provided will be performed in accordance with and limited to those generally accepted engineering standards prevailing at the time and in the area where the work is performed.

#### **Field Services**

Based on the PROJECT layout, we propose to drill a total of nine (9) borings across the site. Six (6) borings will be drilled within the proposed parking and field areas to depths of about 10 feet, or to top of competent bedrock, whichever occurs first. Three (3) borings will be drilled in the vicinity of the concession building, shaded bleachers, pavilion, and restroom buildings to depths of about 20 feet, or 10 feet into competent bedrock, whichever occurs first.

The borings will be drilled and sampled using a truck-mounted drilling rig, however, if an ATV- mounted drilling rig is required, an additional fee of \$550 will be charged. Conventional tube or split- barrel (standard penetration test) samples will be collected as appropriate for the soils encountered. Bedrock strata, if encountered, will be tested in-place using the Texas Cone Penetration Test. The recovered subsurface samples will be preserved and labeled as to the appropriate boring number and depth in the field. These materials will later be described in further detail in the laboratory by a staff geologist or engineer. Groundwater, if observed, will be recorded during and at the completion of drilling. Borings will be backfilled with on-site cuttings to near surface grade. Backfilled borings should be expected to settle over time and should be monitored; CONSULTANT will not be responsible for any additional future backfilling required, nor damage or injury that may result from settlement of the boreholes after the initial backfill process.

#### **Laboratory Services**

Selected laboratory testing of the recovered samples will be performed to evaluate soil index, volume change, and strength properties of the subsurface materials, and to provide data for analysis. These tests may include but may not be limited to the following:

- Moisture content
- Atterberg limits
- Percent passing No. 200 mesh sieve
- Unconfined compressive strength (soil and rock)
- Overburden swell
- Soluble sulfates
- CONSULTANT will retain recovered samples for 30 days after submission of the geotechnical report unless other arrangements are made by the client.

#### **Engineering Analysis and Report**

Data obtained from the field investigation and laboratory tests will be presented in a geotechnical data report. Information to be provided includes the following:

- A plan sheet indicating the approximate location of each boring.

- A log of each boring with the boring number, depth of each stratum, material description, soil classification with laboratory test results, and groundwater information.
- A discussion of subsurface soil and groundwater conditions.
- A brief discussion of site geology.
- Estimates of soil movement related to settlement and expansive soils (if present).
- Outline of the engineering properties of the natural soils present, and any existing fill, if encountered
- Recommendations for foundation type, depth and allowable loading, uplift considerations,
- L-Pile parameters and Seismic Site Class (2018 IBC).
- Earthwork recommendations, including material type(s), compaction, and backfill requirements.
- Pavement and pavement subgrade recommendations.

### **CONDITIONS**

We respectfully request that the Owner provide the following:

- Landowner permission, right(s) of entry, permits, easements or other access authorization required to perform our proposed services.
- The CLIENT must also provide access to each boring location for the drill rig and crew prior to drilling operations. Collateral damage to landscaping and/or flatwork may occur in the event of limited access; CONSULTANT will not be responsible for any damage to these items or responsible for any repair. If the above conditions are not met and the PROJECT site is not accessible to the drilling rig at time of initial mobilization, standby and travel time (portal to portal) will be billed at the rate of \$250/hour for additional mobilizations.
- CONSULTANT will contact DigTess/Texas811 One Call for general subsurface utility clearing within the easements. Locating and marking any private non-franchise subsurface utilities or other structures or items which might be damaged during the field exploration program is not part of this scope. The client must provide these services before drilling can proceed; however, these services can be provided by third-party vendor to CONSULTANT for an additional fee. CONSULTANT will not be responsible for damaged utilities that are not clearly marked.

#### **Task 2.1 Deliverables**

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) PDF electronic copy of the report.*

### **TASK 2.2 – DESIGN SURVEY**

#### **Survey Scope:**

Topographic and Boundary Survey of approximately 54+/- acres of land located on the east side of I-35 south of the town of Sanger and being more particularly located within the R.A. Johnson Survey, Abstract No. 666, Denton County, Texas.

Topo limits for proposed Porter Park are easterly from the northwest corner of the proposed site at the existing east right-of-way line of I-35 and along the north line of the proposed tract for approximately 400 feet, northerly +/- 185 feet, easterly +/- 680 feet to the existing east right-of-way line of Cowling Road, southerly along the existing east right-of-way line of Cowling Road +/- 2800 feet to the south bridge abutment along the south top bank of Duck Creek, northwesterly along said south top bank of Duck Creek approximately 880 feet to the existing east right-of-way line for I-35, continuing westerly with the south top bank of said Duck Creek over and across TxDOT right-of-way +/- 400 feet to the west right-of-way line of I-35, north approximately 750 feet along the existing west right-of-way line of I-35, east +/- 400 feet over and across TxDOT right-of-way to the west line of the subject tract and west right-of-way line for I-35, north approximately 1,400 feet along the existing east right-of-way line for I-35 and the west line of the subject tract to the point of beginning of proposed Porter Park. Topo to include east edge of existing service road along the subject tract's west boundary line.

### **Survey for Design:**

- Survey shall tie in all right-of-way lines and corners, property lines, trees 6" and larger in caliper, fence lines, and all other present and visible surface features. Property lines will be shown based on found monuments/property corners, and will be resolved for best fit, but not as a deliverable.
- Topographic information provided at one-foot contours of existing grade.
- Establish PROJECT control using Global Positioning System (GPS methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202). The vertical values will be referenced to NAVD88 and computed using GEOID 18, set a minimum of three control points for design.
- Horizontal and vertical location of all existing facilities within the PROJECT limits including existing paving, driveways, sidewalks, buildings, mailboxes, landscaping, etc.
- Tie existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.
- Tie underground utilities if located during the discovery process as marked by Texas 811.

### **Task 2.2 Deliverables**

Deliverables provided by the CONSULTANT shall include the following:

- *3D digital terrain model and 2D planimetric and boundary/legal reference files in Civil 3D*

## **TASK 2.3 – ENVIRONMENTAL SERVICES**

### **Environmental**

- **Cultural Resources Assessment:** Because the PROJECT is being developed by the City, a political sub-entity of the State of Texas, it falls under purview of the Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resources Code), which requires that the Texas Historical Commission (THC) review actions that have the potential to impact archeological historic properties within the public domain. In addition, the PROJECT requires authorization by the USACE pursuant to Section 404 of the Clean Water Act, which is considered a federal action requiring compliance with Section 106 of the National Historic Preservation Act (Section 106). Halff will perform desktop research and agency consultation as described below to enable the City to comply with the Texas Antiquities Code (TAC) and Section 106 for the proposed PROJECT.

Based on the initial assessment of the PROJECT, it was determined that preliminary consultation with the Texas Historical Commission (THC) will be necessary due to the proximity of the Greenwood/Old Greenwood Cemetery and its shared boundary with the PROJECT area. Halff will subsequently conduct a review of the Texas Archeological Sites Atlas to identify any documented archeological sites, above-ground historic resources, or additional cemeteries within or adjacent to the PROJECT area that may be eligible for listing in the National Register of Historic Places (NRHP) or for designation as a State Antiquities Landmark (SAL). In addition, historic aerial imagery and topographic maps will be reviewed to identify potential above-ground historic resources. Background research will also include an assessment of local soils, geology, and other physiographic data to evaluate the potential for buried archeological deposits, with consideration of the proposed PROJECT's horizontal and vertical footprint. The results of this desktop review will inform recommendations regarding the potential for the PROJECT to affect cultural resources or cemeteries eligible for NRHP listing or SAL designation.

The results of the desktop review will be summarized in a report submitted for review by THC and USACE. If the desktop review and agency consultation results in the need for additional cultural resources investigations (e.g., archeological and/or historic resources field surveys), this will be considered an additional service and scoped separately.

- **Threatened and Endangered Species Assessment:** Because a Section 404 permit is a federal action, documentation must be provided to make an effect determination under the Endangered Species Act to remain in compliance with the conditions of the Section 404 permit program. The Threatened and Endangered Species Assessment will include the following:
  - Obtaining an official species list for the PROJECT area and other related construction areas utilizing the United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPAC) service.
  - Conducting background research including review of aerial photography, topographic maps, vegetation maps, and soil survey maps to identify potentially suitable habitat for species listed in the IPaC report.
  - An opinion regarding the potential of the proposed PROJECTs to affect federally listed threatened and endangered species.
- **Section 404 Permitting Assessment:** This task assumes the PROJECT would not exceed the impact thresholds of a Nationwide Permit. Upon completion of Cultural Resources Assessments, and Threatened and Endangered Species Assessment, Halff specialists will coordinate with design team to evaluate site alternatives pursuant to the Section 404 Nationwide Permit program. Halff will outline Section 404 permitting responsibility as appropriate for the 60% design scenario and incorporate as a separate memorandum. This task does not assume the preparation and submittal of any Section 404 permit documents to the USACE

**Section 404 Jurisdictional Determination/Delineation:** Halff will perform an Aquatic Resources Delineation in general accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and appropriate USACE Regional Supplement (Great Plains Region) as detailed below. Halff will perform a desktop review by locating readily available resource documents which may include aerial photographs, historic topographic maps, soil surveys, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, National Hydrography Dataset (NHD), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), historic aerial photographs, and other related data for a desktop review of site conditions.

Halff will perform a site visit to evaluate the existence and locations of aquatic resources on the site generally following the USACE 1987 Wetlands Delineation Manual and the applicable USACE Regional Supplement. Completion of USACE wetland determination data forms will be completed if applicable. The ordinary high-water mark (OHWM) for streams will be identified in the field. Following the site visit, Halff will prepare exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of aquatic resources identified onsite during the site visit as collected utilizing a GPS with sub-meter accuracy.

Halff will prepare a report for documenting the results of the aquatic resources delineation performed onsite. The report will address the applicable regulatory framework, describe the assessment methodology, findings, provide site-specific conclusions and jurisdictional analysis of identified features.

### **Task 2.3 Deliverables**

Deliverables provided by the CONSULTANT shall include the following:

- *Documentation Report in PDF format.*

## TASK 2.4 – WATER RESOURCES

- Coordinate with other disciplines with regards to drainage and floodplain constraints
- Perform preliminary drainage and flood studies to determine if any grading or drainage within the site will impact adjacent properties. If a pond is needed, a pond volume will be estimated
  - Hydrology
    - Delineate existing drainage areas to the 10% rule
    - Compute existing time of concentration and percent impervious values based on the current conditions at the time of PROJECT kick-off
    - Compute the proposed time of concentration and percent impervious values based on the preliminary site and drainage plans
    - If an increase in discharge is shown, analyze the capacity of the receiving system
    - If needed, determine the amount of detention required to show no adverse impacts
  - Hydraulics
    - Leverage the FEMA effective Clear Creek hydraulic model
    - Realign and add cross sections as needed based on the conceptual grading
    - Utilize the best available LiDAR and survey to revise the existing conditions cross section geometry
    - Input the proposed grading and low water crossing into the proposed model. If adverse impacts are shown, up to two mitigation alternatives will be analyzed to mitigate rises in the floodplain
  - Prepare a brief memo describing the methodology and findings of the studies described above

### **Task 2.4 Deliverables**

Deliverables provided by the CONSULTANT shall include the following:

- *Drainage Study Report in PDF format.*
- *Flood Study Report*
- *Hydrological and Hydraulic HEC-RAS and HEC-HMS Models*

## TASK 3 – SCHEMATIC DESIGN

### TASK 3.1 – SCHEMATIC DESIGN (30%)

#### **Schematic Design (30%) :**

Based on the input gathered in the Master Plan phase of this project, the kickoff meeting, concept development, stakeholder meetings, and site investigation , the CONSULTANT will prepare one (1) Schematic Design (30%) that communicates the intent and vision of the PROJECT. The Schematic Design shall include the layout of proposed improvements to demonstrate compliance with applicable Federal, State, and local/stakeholder rules, regulations, and codes. The CONSULTANT will identify any locations where exceptions to the established design standards may be necessary.

#### **Proposed Improvements:**

The Schematic Design (30%) shall include improvements within the approved Phase 1 Limits of Work as shown on the Concept Plan (see Exhibit C) and as described in the Scope and Assumptions sections of this proposal. Design for improvements shall follow current CLIENT and regulatory standards, unless directed otherwise by the CLIENT.

#### **Landscape Schematic Design Scope:**

The following Landscape plan sheets are anticipated for the Schematic Design:

1. Illustrative Site Plan

2. Illustrative Sections and Details
3. Precedent Imagery
4. Site Materials / Furnishings Plan / Palettes
5. Amenity Grading & Drainage Plan
6. Selection of Pre-Engineered Building for Concessions and Restrooms
7. Sketch Details
8. Tree Survey
  - a. Tree survey will show locations, sizes, of trees 6" DBH or larger, and status of trees in the design area to be kept or removed.
9. Planting Plan / Palette
10. Lighting Plan
11. Diagrammatic Irrigation Layout (for coordination of system elements with Civil)

### **Civil Schematic Design Scope:**

Based upon the approved Master Plan the following Civil plan sheets are anticipated for the schematic design.

1. Cover Sheet and Sheet Index
2. General Notes and Legend
3. Site and Survey Control
4. Mass Grading Plan
5. Paving Plan and Profiles
6. Parking Lot and Amenity Site Plan
7. Pavement Markings and Signage Plans
8. Existing Drainage Area Map
9. Proposed Drainage Area Map
10. Drainage Plans
11. Water and Sewer Plans

### **Structural**

The schematic design is anticipated to include the following structural sheets:

1. Preliminary Retaining Wall Layouts
  - a. Retaining Wall adjacent to Miracle League Field
  - b. C-I-P Site Retaining Walls Greater Than Four (4) Feet In Height And Necessary For Site Grading
2. Pre-Engineered Building Foundation Plan
3. Typical Pre-Engineered Building Foundation Details
4. Preliminary Dugout Floor Plan
5. Preliminary Dugout Roof Framing Plan
6. Preliminary Backstop Design
7. Preliminary Monument Sign and Overhead Monument Foundation Plans
8. Preliminary Overhead Monument Framing Details
9. Preliminary Light Pole Foundation Details

### **Plumbing**

The schematic design is anticipated to include general locations of plumbing services such as sanitary sewer and domestic water.

### **Task 3.1 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:



- One (1) Digital PDF copy of the Schematic Design (30%) Submittal.

#### **Drawing Deliverable Review/Comment Resolution Meetings:**

After the 30% submittal milestone has been delivered to the CLIENT, CONSULTANT will schedule and conduct a Drawing Deliverable Review/Comment Resolution Meeting with the CLIENT to discuss submittal review comments related to the PROJECT. Meeting objectives will include design feedback, comment review discussions, and describe subsequent submittal deliverables per the Scope of Work, with general questions and answers. Notes may be taken by the CONSULTANT at this meeting to document items discussed and decisions made.

Drawing sets shall be sheet sizes of 22-inch-Wide x 34-inch-Long (suitable for half size in 11-inch x 17-inch format), with black and white line work.

**All Scope of Services following the Schematic Design (30%) Phase will not begin until the CLIENT has provided CONSULTANT with a formal Notice to Proceed (NTP) confirming the acceptance of the design.** CONSULTANT will review and incorporate applicable review comments and feedback received during the Drawing Deliverable Review/Comment Resolution Meeting into the preparation of the subsequent submittal milestones.

### **TASK 3.2 – OPINION OF PROBABLE CONSTRUCTION COST (OPCC)**

#### **Preliminary Schematic Design (30%) OPCC:**

Upon completion of the approved Schematic Design plan (30%), the CONSULTANT shall prepare an Opinion of Probable Construction Cost (OPCC). CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation. Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.

#### **Task 3.2 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing bid items, quantities, and estimated bid costs.

### **TASK 3.3 – PHASING PLAN UPDATE**

Through the Schematic Design phase, the CONSULTANT shall, in collaboration with the CLIENT, confirm program elements for the phasing plan. These elements from the Schematic Design will be further developed into Construction Documents.

Phase 1 will contain the following elements:

- Miracle League Field (and associated needs)
  - Lighting
  - Bleachers
  - Dugouts
  - Adjacent Walks
  - Fencing
  - Scoreboard
- Accessible Playground
- Concession / Restroom Building



- Shade pavilion between Miracle League Field and playground
- Park Entry Monument
- Parking sufficient to serve games played on the Miracle League Field
  - Limited to approach with drive apron on Cowling Road and concrete paving for twenty handicap parking spaces and drive to serve the spaces. The remainder of parking for 50-vehicles shall be graded and finished with aggregate base materials.
- Mass grading for the ballfields and parking areas
- Site Electric
- Site Wastewater
- Site Water
- Site Stormwater & Detention Area Improvements

Future Phases will be included in the OPCC as “order of magnitude” line-item costs for budgeting and are anticipated to include the following elements:

- Four (4) Youth Baseball Fields
- Parking not associated with the Miracle League Field
- Final grading for elements outside of the Phase 1 elements
- Sport Courts
- Walking paths
- Restroom buildings other than the central Concession/Restroom bldg.
- Site Lighting
- All other elements shown in the Master Plan

The Phasing Plan will consist of illustrated plans and a Phasing OPCC spreadsheet. The plans will be in sheet sizes of 22-inch-Wide x 34-inch-Long, formatted with black and white line work with a scale appropriate to illustrate which proposed improvements will be included in each of the approved phases. The Phasing OPCC will be an 8.5-inch x11-inch table with design elements grouped by phase with associated construction costs.

**Task 3.3 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- *One (1) Digital PDF copy of the Phasing Plan Sheets, and*
- *One (1) Digital PDF copy of the Phasing OPCC*

## TASK 4 – CONSTRUCTION DOCUMENTS

### **Construction Document Preparation:**

Based on the input gathered from the Schematic Design Phase, the CONSULTANT will prepare Construction Documents for Phase 1 as described in Task 2.5 above that include design drawings, bid documents and technical specifications for the PROJECT.

The 60%, 90%, and 100% submittal milestones shall include the anticipated improvements identified in the PROJECT's Scope and Assumptions sections. Design for improvements shall follow current CLIENT standards, supplemented with state and federal ADA standards where necessary. In addition to the anticipated improvements described above, CONSULTANT's 60%, 90%, and 100% submittal milestones shall also contain the following base information:

- PROJECT name; and if applicable, the street address, and lot and block description.
- Date, scale, north arrow, and the name of the Licensed Professional preparing the plan.
- Location of existing property lines and/or ROW limits.
- Approximate centerlines of existing water courses and the location of the floodplain; the approximate location of significant drainage features; and the location of existing parking lots, streets, driveways, and sidewalks on or adjacent to the PROJECT.
- Approximate location of known overhead lines, subsurface utility lines, and utility easements within the PROJECT limits, including the location of utility/power poles, generators, and equipment.

CONSULTANT shall provide an Opinion of Probable Construction Cost (OPCC) at 60%, 90% preliminary construction document, and 100% Bid Package submittal milestones. CONSULTANT's OPCC shall be based on the quantities indicated on the CONSULTANT's plans and on the unit prices current at the time of the probable cost opinion preparation. Quantities and available unit pricing included in the schematic design OPCC are preliminary and shall be subject to change due to significant fluctuations in the market and pricing changes beyond CONSULTANT'S control. OPCCs are intended for budget purposes only.

### **TASK 4.1 - 60% Design Submittal**

#### ***LA Design Scope:***

- Coordinate with other disciplines on various site components to be included in PROJECT.
- Based on the final schematic site plan Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare 60% landscape design plans, including:
  - Landscape Site Layout Plans, Notes, Schedule(s), and Details
    - The site layout plans will show existing and new site components' locations and dimensions. It will include information such as shade structure dimensions, benches, walls, walk and plaza dimensions and other site amenities. It will also include dimensions for any site improvements not shown on civil plans.
  - Site Materials Plans, details
    - The site materials plans will show the materials, colors, finishes, and details for landscape site components such as shade structures, furniture, walls, walks, etc.
- Planting Plans
- Tree Mitigation Plan
- Irrigation Plans
- Outline of Technical Specifications

#### ***Civil Design Scope:***

- Coordinate with other disciplines on various site components to be included in PROJECT.

- Based on the final schematic site plan Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare 60% civil design plans.
- Prepare PROJECT specific Technical Specifications for work items not covered by either City, NCTCOG, or TxDOT specifications
- Prepare 60% level quantities with phase appropriate contingency factors for inclusion into the overall PROJECT opinion of probably construction cost. Unit costs for these items shall be developed utilizing previously let PROJECTs by Halff of similar scope and size as well as TxDOT's available 3-month and 12-month rolling averages for recently let PROJECTs.

#### **Structural**

- Coordinate with other disciplines on various site components to be included in PROJECT.
- Based on the final schematic site plan Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare 60% structural design plans.
- Prepare PROJECT specific Technical Specifications for work items not covered by either City, NCTCOG, or TxDOT specifications
- Prepare 60% level quantities with phase appropriate contingency factors for inclusion into the overall PROJECT opinion of probably construction cost. Unit costs for these items shall be developed utilizing previously let PROJECTs by Halff of similar scope and size as well as TxDOT's available 3-month and 12-month rolling averages for recently let PROJECTs.

#### **Electrical**

- Coordinate with other disciplines on various site components to be included in PROJECT.
- Based on the final schematic site plan Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare 60% design plans, including
  - Site lighting and field lighting will continue to be tailored to meet site requirements.
  - Power supply and routing for Entry Sign, Irrigation System, Concession & Restroom Buildings
  - Lighting cutsheets for typical fixtures will be included.
  - Specifications
  - One line riser for electrical service and feeders.

#### **Plumbing**

- Coordinate with other disciplines on various site components to be included in PROJECT.
- Based on the final schematic site plan Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare 60% design plans, including
  - Plumbing fixture cutsheets and typical piping will be included.
  - Specifications

#### **Water Resources**

- Coordinate with other disciplines with regards to drainage and floodplain constraints
- Obtain floodplain development permit through the City.
- Perform final drainage and flood studies to determine if the revised grading and drainage within the site will impact adjacent properties.
  - Hydrology
    1. Revise the proposed times of concentration and percent impervious values to reflect the revised site and drainage plans
    2. Confirm no adverse impacts are shown to Clear Creek or any adjacent properties.
  - Hydraulics
    1. Revise the proposed conditions hydraulic model to reflect the revised grading plan
    2. Confirm no adverse impacts and that the results meet all City and FEMA criteria

3. Prepare final drainage study and flood study report in support of grading and floodplain development permits for submittal to the City
  - FEMA Conditional Letter of Map Revision (CLOMR), If needed
    - Utilize modeling developed during the 60% design phase
    - Execute the FEMA 10-, 50-, 100-, and 500-year flood profiles for the duplicate effective, revised existing, and proposed conditions floodplain and floodway models
    - Delineate the limits of the revised existing and proposed 100-year floodplain, 500-year floodplain, and floodway for Clear Creek
    - Prepare the FEMA CLOMR application including the hydraulic report, work maps, and application forms.
    - Deliver digital copy of the CLOMR Report to the City.
      1. Address any comments from the City
    - Submit the CLOMR Report to FEMA via the FEMA online LOM-C site. The current review fee for the CLOMR is \$6,500 and can be paid for by the CLIENT or may paid for by CONSULTANT and be submitted as an expense.
    - Coordinate with FEMA to address any comments

**CONSULTANT will not proceed to 90% submittal until the CLIENT has provided CONSULTANT with a formal Notice to Proceed (NTP) confirming the acceptance of the 60% design.**

CONSULTANT will review and incorporate applicable review comments and feedback received during the Drawing Deliverable Review/Comment Resolution Meeting into the preparation of the subsequent submittal milestones. **Any changes to plans following acceptance of 60% plans by the client will be considered a change order and billed hourly to the client.**

#### **TASK 4.2/4.3 - 90% Construction Documents/100% Bid Package Submittal Milestone Preparation:**

CONSULTANT shall prepare both the 90% Construction Documents and 100% Bid Package submittal milestones, including the following anticipated sheets, listed below:

##### **PS&E List:**

1. Cover Sheet and Sheet Index
2. General Notes and Legends
3. Site and Survey Control
4. Tree Survey and Protection
5. Demolition Plans
6. Grading Plans
7. Paving Layout Plan
8. Paving Plan and Profiles
9. Parking Lot and Amenity Dimension Control Plans
10. Pavement Markings and Signage Plans
11. Existing Drainage Area Map
12. Proposed Drainage Area Map
13. Hydrologic and Hydraulic Data Sheets
14. Drainage Layout Plans
15. Ditch Plan and Profiles
16. Culvert Plan and Profiles
17. Storm Drain Plan and Profiles
18. Utility Layout Plan
19. Water Plans
20. Sewer Plan and Profiles
21. Erosion Control Plans

22. Landscape Site Plans
23. Site Amenity Materials Plans
24. Site Amenity Specific Drainage Plans
25. Planting Plans
26. Planting Details
27. Irrigation Plans
28. Irrigation Details
29. Structural Plans
30. Structural Details
31. Standard details
32. Special details
33. Porter Park West Pond Dredging Plans
34. Special Inspections
35. Wind Load Diagrams
36. Retaining Wall Plan and Profiles
37. Typical Retaining Wall Details
38. PEMB Foundation Plan
39. PEMB Foundation Details
40. Dugout Foundation Plan
41. Dugout Roof Framing Plan
42. Dugout Foundation Details
43. Dugout Roof Framing Details
44. Backstop Plan and Details
45. Site Power Plans
46. Site Lighting and Field Lighting Plan
47. Lighting Details
48. One-line Riser Plan
49. Plumbing Plan
50. Plumbing Details

Additional plans may be added at the CONSULTANT'S discretion as needed to fully communicate design intent.

***Landscape Design Scope:***

- Coordinate with other disciplines on various site components to be included in PROJECT.
- Based on the 60% Design Submittal plans Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare one set of construction landscape design plans as previously noted, and including
  - Irrigation Plan and Details
  - Technical Specifications

***Civil Design Scope:***

- Coordinate with other disciplines on various site components to be included in PROJECT.
- CONSULTANT shall address comments from the 60% review and advance civil design drawings, PROJECT specific specifications, and quantities from the 60% stage to a 90% stage.

***Structural***

- Coordinate with other disciplines on various site components to be included in PROJECT.

- CONSULTANT shall address comments from the 60% review and advance structural design drawings, PROJECT specific specifications, and quantities from the 60% stage to a 90% stage.

#### **Electrical**

- Coordinate with other disciplines on various site components to be included in PROJECT.
- Based on the 60% Design Submittal plans Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare one set of construction design plans, including:
  - Power and lighting plans
  - One line riser for electrical service and feeders.
  - Notes, Schedule(s), and Details
  - Specifications

#### **Plumbing**

- Coordinate with other disciplines on various site components to be included in PROJECT.
- Based on the 60% Design Submittal plans Approved by the CLIENT, and utilizing information obtained from Phases as described above, prepare one set of construction design plans, including:
  - Domestic water and sanitary sewer plans.
  - Notes, Schedule(s), and Details
  - Riser Diagrams
  - Specifications

#### **Environmental**

- **Nationwide Permit Pre-construction Notification (if required):** This task assumes the PROJECT would not exceed the impact thresholds of a Nationwide Permit. Activities that do not qualify for authorization under the nationwide permit program may qualify for authorization by standard individual permit. This task further assumes that a single pre-construction notification (PCN) will be submitted for the PROJECT. This task will include preparation and submittal of all permit components required for the NWP PCN, including coordination with the USACE, outlined as follows:
  - Name, address, and telephone numbers of the prospective permittee.
  - Location of the proposed PROJECT.
  - A description of the proposed PROJECT; the purpose of the proposed PROJECT; direct and indirect adverse environmental effects the PROJECT would cause, including the anticipated amount of loss of waters of the United States expected to result from the activity, in acre, linear feet, or other appropriate unit of measure.
  - Delineation of waters of the United States.
  - Threatened and endangered species assessment.
  - Cultural resources assessment; and
  - Compensatory mitigation plan.
- **Aquatic Species Relocation and Recovery Plan (ARRP) Development (if required):** This task includes coordination between Halff and Texas Parks and Wildlife Department Kills and Spills Team, and the Client to develop an ARRP for this PROJECT. This task also includes a one-day limited field visit to assess aquatic habitat within the PROJECT areas to assist in developing the ARRP, including the development of aquatic life recovery and relocation procedures. This habitat assessment will be provided as an attachment to the ARRP to

provide context to the methodology outlined in the plan. Additional scope and fees will be required to fulfill ARRP requirements (e.g. field onsite removal/relocation)

#### **Water Resources**

- 60% Documentation will be carried forward as needed.

#### **PROJECT Manual**

- PROJECT Manual with Proposal, Bid Schedule, Technical Specifications, and Bid Forms for site improvements following CLIENT/PROJECT specific standards and requirements. Technical Specifications will be provided for review at the 90% and 100% submittal milestone.

#### **Drawing Deliverable Review/Comment Resolution Meetings:**

After each submittal milestone has been delivered to the CLIENT, CONSULTANT will schedule and conduct Drawing Deliverable Review/Comment Resolution Meetings with the CLIENT to discuss submittal review comments related to the PROJECT at the submittal milestones identified below. **The number of Drawing Deliverable Review/Comment Resolution Meetings shall not exceed three (3).** Meeting objectives will include design feedback, comment review discussions, and describe subsequent submittal deliverables per the Scope of Work, with general questions and answers. Notes may be taken by the CONSULTANT at these meetings to document items discussed and decisions made. The submittal milestones are as follows:

- 60% Construction Documents – One (1) Virtual meeting (2 Hour maximum duration)
- 90% Construction Documents – One (1) Virtual meeting (2 Hour maximum duration)

Construction drawings shall be sheet sizes of 22-inch-Wide x 34-inch-Long (suitable for half size in 11-inch x 17-inch format), with black and white line work.

CONSULTANT shall, at the request of the CLIENT, transmit electronic copies of CONSULTANT work product components including data, photos, images, text, designs, and cost opinions for PROJECT-related use by CLIENT including PROJECT budgeting and PROJECT coordination/communication.

CONSULTANT's 100% Bid Package shall include the sealed and signed construction document package. CONSULTANT shall incorporate any remaining CLIENT, and/or stakeholder comments from the 90% Construction Documents review period before the final submittal of the 100% Bid Package.

#### **Task 4.1 Deliverables:**

Deliverables provided by the CONSULTANT at each submittal milestone shall include the following:

- *One (1) Digital PDF copy of meeting notes.*
- *One (1) Digital PDF copy of the Construction Documents and PROJECT Manual (90% and 100% only).*
- *Three (3) bound copies of the Construction Documents (only upon written request).*
- *Three (3) bound copies of the PROJECT Manual (only upon written request).*
- *One (1) Digital PDF copy of the Opinion of Probable Construction Cost listing bid items, quantities, and estimated bid costs.*



## TASK 5 – CONSTRUCTION SERVICES

### TASK 5.1 – BIDDING SERVICES

#### **Bid Distribution:**

CLIENT will be responsible for distribution of construction documents and specifications to all prospective bidders. The tasks listed in this section are for a single bid. Additional bid packages will be billed hourly.

#### **Bid Process Coordination:**

CONSULTANT will assist the CLIENT during the bidding process by attending a pre-bid meeting, preparing any needed information for bidding regarding the construction drawings, addressing technical questions and bidder inquiries. CONSULTANT will prepare addenda for issuance to bidders. Addendum items that will alter the probable cost of the PROJECT must be approved by the CLIENT. These design changes will be considered additional services in which additional compensation will be due the CONSULTANT. Addendums will be added to the construction documents, and the construction documents reissued as "ISSUED FOR CONSTRUCTION" documents at the end of the bidding period.

#### **Pre-Bid Conference:**

CLIENT shall be responsible for scheduling and facilitating the pre-bid conference. CONSULTANT may attend one (1) pre-bid conference to assist the CLIENT with describing the PROJECT design to prospective bidders. Notes may be taken by the CONSULTANT to record items discussed and decisions made during the pre-bid conference.

- Pre-Bid Conference – One (1) Virtual meeting (1 Hour maximum duration)

#### **Bid Opening and Award Recommendation:**

If requested by the CLIENT, CONSULTANT will attend the bid opening. After the bid opening, CONSULTANT will review the bid results, contact references, prepare a bid tabulation, and provide an award recommendation to the CLIENT.

- Bid Opening Meeting – One (1) in-person meeting (1 Hour maximum duration)

#### **Task 5.1 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Pre-Bid Conference notes.
- One (1) Digital PDF copy of Addenda's.
- One (1) Digital PDF copy of the bid tabulation and award recommendation.
- One (1) Digital PDF copy of the "Issued for Construction" Documents

### TASK 5.2 – CONSTRUCTION PHASE SERVICES

#### **Pre-Construction Conference:**

CLIENT shall be responsible for scheduling and facilitating the pre-construction conference. CONSULTANTS will participate in one (1) pre-construction conference and assist the CLIENT in outlining the PROJECT design, lines of communication, describing procedures, etc. Notes may be taken by the CONSULTANT to document items discussed during this conference and will be distributed to the CLIENT and Contractor.



- Pre-Construction Conference – One (1) on-site meeting (2 Hour maximum duration)

**RFI, Submittal, and Shop Drawing Review:**

CONSULTANT will review and provide responses to Contractor RFI's (a maximum of 20), Submittals, Shop Drawings, Substitution Requests, Schedule Reports, and Pay Application Requests.

CONSULTANT responses will be written and/or graphical, including, but not limited to, Exhibits, Details, Memorandums, Addenda, Architect's Supplemental Information (ASI), Change Proposals, Change Order Review, Mock-up and Sample Reviews, change orders or construction change directives, etc., if there is no impact to PROJECT budget or schedule. Any work associated with RFIs, Submittals, Change Orders, and Shop Drawings that results in design modification differing from the 100% Bid Package must be approved by the CLIENT prior to proceeding. If technical modifications altering the PROJECT, including design elements, appurtenances, and/or modifications outside the Scope of Services described in the 100% Bid Package above are required as part of the request(s), CONSULTANT shall notify CLIENT, request additional compensation, and revise the previously approved schedule accordingly.

**Construction Coordination and Site Observation Meetings:**

The CONSULTANT will conduct bi-weekly progress meetings (virtually) as required. It is anticipated that construction will take 6 months.

The CONSULTANT will visit the PROJECT construction site to observe the progress and quality of the Work completed by the Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. Observations are to allow the CONSULTANT, or its assigns, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Site visit reports will be prepared by the CONSULTANT to document existing conditions, installed items, construction progress, and items discussed during these site observation meetings. Digital PDF copies of the site visit reports will be distributed to the CLIENT within no more than five (05) days of the site visit.

**CONSULTANTS will participate in no more than two (2) on-site meetings per month during construction, assuming a (6) month construction period. Additional meetings may be requested by the CLIENT but will be considered additional services and invoiced hourly.**

- Construction Coordination and Site Observations – Twelve (12) virtual bi-weekly progress meetings (two (2) hour maximum duration) and 6 site visits (4) hour maximum duration).

CONSULTANT shall promptly notify the CLIENT of any emergency conditions or notable occurrences observed while conducting the site observation visits. CONSULTANT shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. CONSULTANT does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, rules, or regulations.

**Preliminary Punch List (Pre-Final Walkthrough):**

CONSULTANT will conduct one (1) pre-final walkthrough with the CLIENT, and Contractor to check conformance of the Work with the Contract Documents and to verify the accuracy and completeness of the Work. This will constitute substantial completion. The CONSULTANT will prepare one (1) preliminary punch list that summarizes discrepancies in the conformance of the work giving a description of the discrepancy, photographic evidence, and geographical description of the discrepancy location.

- Pre-Final Walkthrough Meeting – One (1) in-person meeting (2 Hour maximum duration)

**Final Punch List (Final Walkthrough):**

Once discrepancies identified in the preliminary punch list, are corrected, CONSULTANT will conduct one (1) final walkthrough with the CLIENT, and Contractor to confirm discrepancies were corrected. If needed, the CONSULTANT will prepare one (1) additional punch list that summarizes discrepancies in the

conformance of the Work giving a description of the discrepancy, photographic evidence, and geographical description of the discrepancy location. CONSULTANT shall notify CLIENT and request additional compensation if additional Punch Lists/walkthroughs are necessary.

- Final Walkthrough Meeting – One (1) in-person meeting (2 Hour maximum duration)

**Record Drawings:**

CONSULTANT shall not be responsible for the preparation of Record Drawings for the PROJECT and does not guarantee the accuracy of these documents. Based on final acceptance from the CLIENT, the Contractor shall be responsible for preparing and delivering a digital PDF copy of a final set of Record Drawings for the PROJECT, including all incorporated written and/or physical changes resulting from the Construction Administration effort.

**Task 5.2 Deliverables:**

Deliverables provided by the CONSULTANT shall include the following:

- One (1) Digital PDF copy of the Pre-Construction Conference notes.
- One (1) Digital PDF copy of the shop drawing and submittal reviews.
- One (1) Digital PDF copy of the RFI responses.
- One (1) Digital PDF Copy of the preliminary punch list.
- One (1) Digital PDF copy of the final punch list.

**PROJECT Close Out:**

CONSULTANT to assist CLIENT in acquiring final close-out documents, warranties, accurate as-built drawings and other documents from contractor required to close-out PROJECT. Review and approve contractor's final Application and Certification for Payment including retainage.

**Maintenance Hand-off (Walkthrough):**

CONSULTANT will conduct one (1) walkthrough with the CLIENT and Installation / Maintaining Contractor(s) to confirm that maintenance has been provided as outlined in the contract documents, verify plant health, irrigation functionality, and to exchange maintenance information such as but not limited to list of maintenance provided and routine schedules (i.e. watering, fertilizing, mowing). The CONSULTANT will prepare one (1) memo that summarizes discrepancies to the conformance of the work giving a description of the discrepancy, photo, and geographical description of the discrepancy location. CONSULTANT will notify the CLIENT and request additional compensation if additional walkthroughs are necessary.

- Maintenance Hand-off Walkthrough Meeting – One (1) in-person meeting (2 Hour maximum duration)

## BASIS OF COMPENSATION PORTER PARK EAST SPORTS COMPLEX PHASE 1

The basis of compensation for the services below shall be as follows:

### A. TASK 1 – DESIGN SUPPORT SERVICES

(Lump Sum)

Task 1.1 – PROJECT Management and Communication ..... \$72,950

Task 1.2 – PROJECT Kick-Off Meeting..... \$3,250

Task 1.3 – Quality Assurance/Quality Control..... \$9,250

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**TASK 1 TOTAL (Tasks 1.1 – 1.3) ..... \$85,450**

### B. TASK 2 – DATA COLLECTION

(Lump Sum)

Task 2.1 – Geotechnical Report ..... \$26,400

Task 2.2 – Design Survey ..... \$124,850

Task 2.3 – Environmental Services..... \$158,400

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**TASK 2 TOTAL (Tasks 2.1 – 2.3) ..... \$309,650**

### C. TASK 3 – SCHEMATIC DESIGN

(Lump Sum)

Task 3.1– Schematic Design (30%)..... \$154,500

Task 3.2 – Opinion of Probable Construction Cost (30% OPCC) ..... \$2,750

Task 3.3 – Phasing Plan Update..... \$6,750

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**TASK 3 TOTAL (Tasks 3.1 – 3.3) ..... \$164,000**

### D. TASK 4 – Construction Documents

(Lump Sum)

Task 4.1 –60% CD's and OPCC ..... \$156,300

Task 4.2 - 90% CD's and OPCC ..... \$260,500

Task 4.3 - 100% CD's and OPCC ..... \$104,200

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**TASK 4 TOTAL (Tasks 4.1 – 4.3) ..... \$521,000**

**TOTAL LUMP SUM SERVICES ..... \$ 1,080,100**

### E. TASK 5 – Construction Services

(Hourly with Estimate)

Task 5.1 – Bidding Services ..... Est. \$12,500

Task 5.2 – Construction Phase Services ..... Est. \$72,650

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**TASK 5 TOTAL (Tasks 5.1 – 5.2) ..... Est. \$85,150**

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**\*\*Direct Costs (Estimated Reimbursable Expenses) ..... \$10,000**

## **ATTACHMENT B**

### **EXCLUSIONS / AVAILABLE ADDITIONAL SERVICES**

The following services are not included in the scope or fees for this proposal; but can be provided by CONSULTANT, subject to negotiation:

#### **GENERAL:**

1. Any additional work not specifically included in the Proposed Scope of Services will be accomplished as Additional Services.
2. Client generated changes to the design once Construction Document Preparation has reached the 60% level of completion. Time will be invoiced at an hourly rate, per a proposal approved by the CLIENT, until the work is at the same level of completion as it was prior to the change.
3. The development of amenities beyond the proposed Scope of Work is excluded.

Revisions to the plans requested by the CLIENT after the plans are approved, unless necessitated by negligent errors on the plans.

4. Modifications to documents after being issued for construction.
5. Design of areas outside the limits of the defined PROJECT site.
6. Design and coordination of existing utility relocations and modifications, including gas, telephone, or other franchise utility improvements.
7. Additional graphic products.
8. Additional meetings not identified in the PROJECT scope of services.
9. Printing of additional drawings, specifications and contract documents not identified in the PROJECT deliverables.
10. The development design alternatives, or preparation of feasibility studies are excluded.
11. Negotiations with adjacent property owners.
12. Separation of PROJECT documents into multiple submittals or tasks.
13. Funding support services
14. Site visits or meetings other than Preliminary and Final Punch Lists.
15. Modifications to documents that impacts design or budgets of other PROJECT disciplines.
16. Design and/or modifications to systems not with the scope of the PROJECT.
17. Preparation of any special interim sets of Construction Documents for phased construction other than previously stated.
18. Additional printing of drawings and/or specifications for Bidding other than what is described in the scope of the PROJECT.
19. Filing fees and permit(s) fees.
20. Additional labor or overtime, due to lack of information and/or background drawings in a timely manner, to complete the PROJECT.

#### **IRRIGATION:**

21. Revisions to irrigation plans caused by CLIENT changes to landscape and/or hardscape plans after 60% submittal is excluded.

#### **PUBLIC ENGAGEMENT:**

22. Public Engagement, such as public meetings or hearings, is excluded.
23. Communication with adjacent property owners, impacted stakeholders, and agencies are excluded.

#### **TRAFFIC:**

24. Preparation of Traffic engineering reports or studies is excluded.
25. Detailed Traffic Control and/or Roadway/Traffic Modification Plans are excluded.

#### **PERMITTING:**

26. Payment of any fees including but not limited to permit fees, filing fees, pro-rated fees, impact fees, taxes, federal and/or state regulatory agency review fees.

**CONSTRUCTION DOCUMENTATION:**

27. The preparation and development of Construction Documentation beyond the scope of services described above is excluded.
28. Off-Site Utility improvements are excluded

**CONSTRUCTION ADMINISTRATION:**

29. Construction staking.
30. Value Engineering Services are excluded.
31. Construction Administration Services beyond the scope of services described above is excluded.

**STRUCTURAL:**

32. Preparation and submittal of any design calculations.
33. Contractor means and methods to complete the required work (Ex.: shoring design).
34. Design of drainage structures not listed above.

**SUE:**

35. Quality Level A, B, or C is excluded.
36. Permitting is excluded.

**SURVEY:**

37. Additional Survey Services for the Preparation of Easement or Right-of-Way Exhibits are excluded.
38. Field survey of channel cross sections
39. Field survey of area outside the identified PROJECT area is excluded.
40. Geospatial Survey Services are excluded.
41. Right of Entry preparation and coordination is excluded.
42. Boundary Research and Boundary Resolution Services are excluded.

**ENVIRONMENTAL:**

43. Review of federal regulations not listed in scope above.
44. NEPA Environmental Documentation - Technical analyses and reports are excluded from this scope of services including air, noise, waters, biology, cultural resources, community, hazardous materials, indirect, cumulative analyses, etc.
45. Additional regulatory agency requirements not identified in the proposed scope of services.
46. Threatened or endangered species surveys or Section 7 consultation with the United States Fish and Wildlife Service (USFWS) under the Endangered Species Act are excluded.
47. Presence/absence surveys for state listed threatened or endangered species, and species of greatest conservation needs and consultation with Texas Parks and Wildlife (TPWD) are excluded.
48. Preparation of a U.S. Army Corps of Engineers (USACE) Section 404 Individual Permit Application is not included in this Scope of Services.
49. Obtaining an Antiquities Permit from the Texas Historical Commission (THC), preparation of a research design, performing a reconnaissance survey or intensive surveys (i.e., on the ground or archival research for historic structures/districts and shovel testing/deep trenching for archeological sites), evaluation of National Register of Historic Places (NRHP) eligibility for any resources, evaluation of effects on NRHP-eligible or -listed sites, development of mitigation plans, or Section 4(f) evaluations are excluded.
50. Phase I and II Environmental Site Assessment performed in accordance with applicable American Society for Testing and Materials (ASTM) standards or any surveys/investigations

- involving sampling and laboratory analysis (e.g., hazardous materials sampling and analysis, asbestos surveys, and lead-based paint surveys) are excluded.
51. Field survey of channel cross sections are excluded other than what is identified in the scope above.
  52. Field survey of area outside the identified PROJECT area is excluded.
  53. Federal, state, or local review and processing fees are excluded, except where provided for in the scope of services.

**HYDROLOGIC/HYDRAULIC (H&H):**

**ELECTRICAL:**

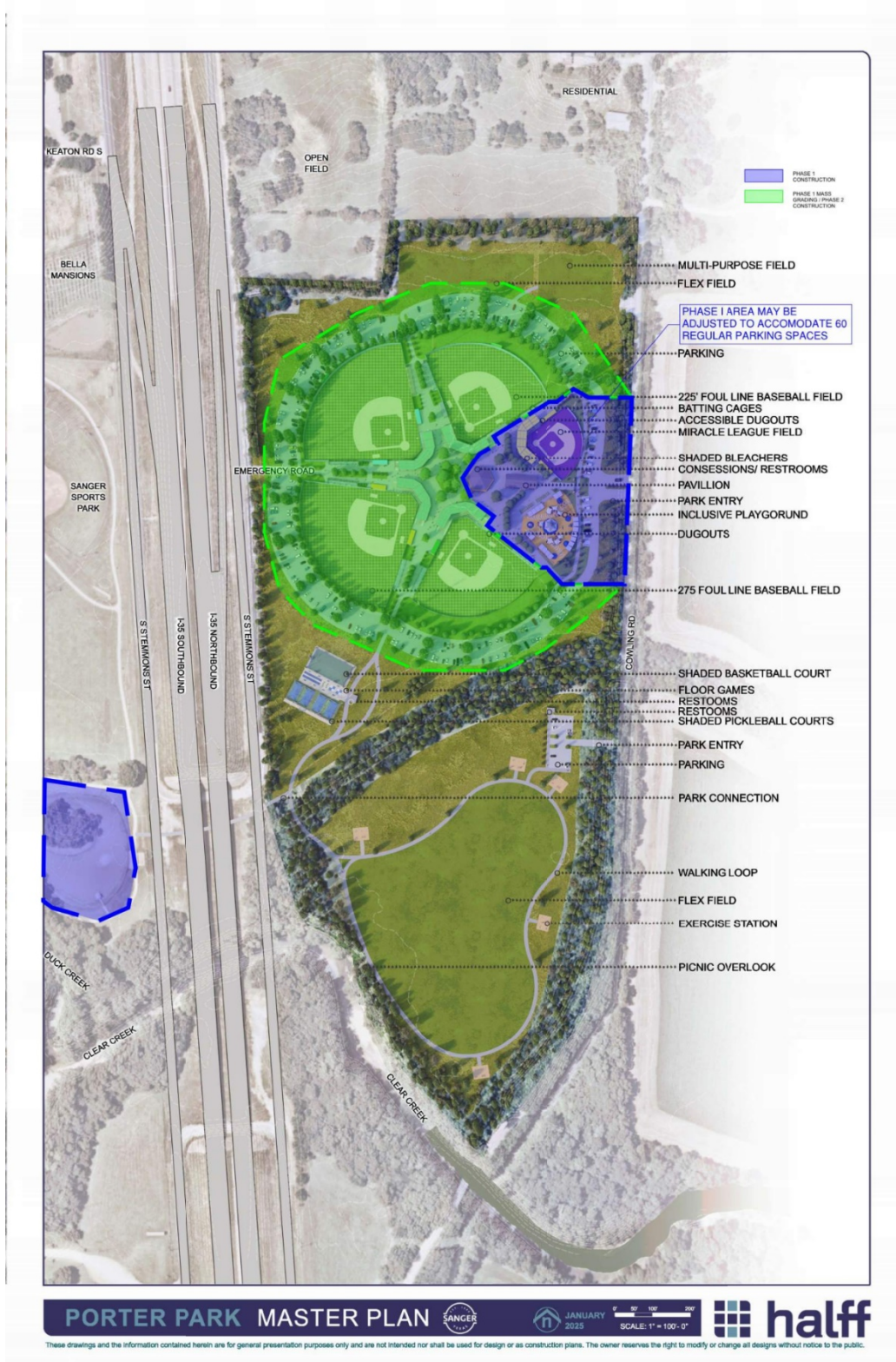
54. Design for additional power connections or circuiting to other devices/equipment other than connections for the proposed PROJECT illumination.
55. Design for Wi-Fi Systems.
56. Design for Surveillance Systems.
57. Design for any plumbing systems beyond what is stated herein.
58. Preparation or submittal of any design calculations.
59. Coordination with insurance companies, attorneys, or banking institutions.

**REIMBURSABLE EXPENSES:**

60. Costs for software licenses, logins, trainings, or annual fees are excluded.



## ATTACHMENT C PROJECT LOCATION AND LIMITS





## APPROVED MASTER PLAN





## ATTACHMENT D

### PROJECT SCHEDULE

Preliminary PROJECT schedule is shown below and is anticipated to be approximately nine months. As indicated below, if a CLOMR is required the schedule will extend to approximately twelve months. PROJECT schedule is subject to modifications due to delays, agency review turnaround time, etc. Modifications to this schedule will be communicated with the CLIENT as the PROJECT progresses. CONSULTANT is prepared to begin immediately upon receipt of an executed copy of this proposal.

This schedule is expressed relative to **Notice to Proceed (T0)** in business days/weeks and aligns with the scope's milestone structure, **10-business-day** review windows, and **NTP gates** following 30% and 60% acceptance. If a **FEMA CLOMR** is required **on the critical path**, an alternate scenario defers 90%/100% until CLOMR concurrence (CLOMR prep ~30 business days + FEMA review ~60 business days after 60. Review periods longer than 10 business days, added scope, or agency review durations may adjust these targets.

#### Schedule Table (relative to NTP)

WBS/Alt Milestone	Relative to NTP
<b>T0</b> Notice to Proceed (NTP)	<b>+0 business days (week 0)</b>
<b>1.2</b> Project Kick-off Meeting	+2 business days (~week 1)
<b>2.1-3</b> Data Collection Complete (Survey/Geotech/Environmental Desktop/JD)	+30 business days (~week 6)
<b>2.4</b> Preliminary H&H Complete	+45 business days (~week 9)
<b>3.1</b> <b>30% Schematic Design Submittal</b>	<b>+64 business days (~week 13)</b>
<b>Rev30</b> Client/Stakeholder Review (30%)	+10 business days review (~+2 weeks)
<b>4.1</b> <b>60% Construction Documents + OPCC</b>	<b>+114 business days (~week 23)</b>
<b>Rev60</b> Client/Stakeholder Review (60%)	+10 business days review (~+2 weeks)
<b>4.2</b> <b>90% Construction Documents + OPCC (no CLOMR path)</b>	<b>+149 business days (~week 30)</b>
<b>Rev90</b> Client/Stakeholder Review (90%)	+10 business days review (~+2 weeks)
<b>4.3</b> <b>100% CDs &amp; Sealed Bid Package + OPCC (no CLOMR)</b>	<b>+179 business days (~week 36)</b>
<b>ALT</b> <b>100% CDs &amp; Sealed Bid Package + OPCC (with CLOMR on critical path)</b>	<b>+259 business days (~week 52)</b>



## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** December 9, 2025

**FROM:** Shani Bradshaw, Director of Economic Development

**AGENDA ITEM:** Consideration and possible action on expenditures and transfer of funds not to exceed \$1,080,100 of the Type B Sanger Texas Development Corporation funds to the City of Sanger for the Miracle League Project.

### **SUMMARY:**

Halff Associates has submitted a proposed Scope of Services for the Porter Park East Sports Complex (Phase 1) located on approximately 50 acres east of IH-35 and west of Cowling Road along Duck Creek. The proposal includes Schematic Design and Construction Documents (PS&E) for Phase 1 of the multi-phase park project, consistent with the previously developed Master Plan.

The submission includes:

- Attachment A – Basic Scope of Services (Landscape Architecture and Engineering)
- Attachment B – Exclusions and Optional Additional Services
- Attachment C – Project Exhibit/Master Plan
- Attachment D – Estimated Project Schedule

A primary objective of this Scope of Services is to initiate the design of the City's first Miracle League Field, which is included as part of the Porter Park East Phase 1 development. Acceptance of this Scope of Services will officially launch the park project and ensure that the Miracle League project begins.

The Board has expressly stated its desire to fund this project, specifically to support the advancement of the Miracle League Field. The Board's commitment to transfer funds is directly tied to advancing the Miracle League Field component, recognizing its significant community impact and the importance of moving this inclusive recreation facility into the design phase.

### **FISCAL INFORMATION:**

Although this item was not originally budgeted, sufficient funds are available within the SEDC Type B fund balance to support this Scope of Services. Funds will be transferred upon approval.

### **RECOMMENDED MOTION OR ACTION:**

- Staff recommends approval.

### **ATTACHMENTS:**

- Scope of Services.



## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** December 9, 2025

**FROM:** Shani Bradshaw, Director of Economic Development

**AGENDA ITEM:** Consideration and possible action on a professional agreement with the Retail Coach for retail recruitment services, in partnership with the Sanger Industrial Development Corporation. The Sanger Texas Development Corporation's portion of the total \$28,000 contract shall not exceed \$14,000; and authorizing the Director to execute all necessary documents.

### **SUMMARY:**

On May 29, 2025, the Type B Sanger Texas Development Board approved its budget, including a \$14,000 allocation to partner with the Type A Board in hiring The Retail Coach for recruitment efforts. Attached is a proposal from The Retail Coach, a retail recruitment firm with over 25 years of experience. They will assist the Sanger EDC in identifying and recruiting retailers and restaurants suited to the local market, providing coaching, recruitment tracking, and marketing tools through their Retail 360® process.

Services and Deliverables Include: Market Analysis: Retail trade area mapping, demographics, psychographics, and competing community review

- Site Evaluation: Identification and profiling of key vacancies and redevelopment opportunities
- Retailer & Developer Recruitment: Targeted outreach, recruitment dashboard, and ongoing performance updates
- Marketing Materials: Retail Market Profile, site-specific feasibility packages, and an online Retail360® dashboard
- Ongoing Support: Monthly progress calls, coaching, and representation at regional and national retail events

Staff recommends hiring The Retail Coach for their experience, strategy, and ability to grow Sanger's retail base. Though focused on retail recruitment, their work may also support broader economic and industrial growth.

Legal has reviewed and approved the Agreement.

### **FISCAL INFORMATION:**

Budgeted: \$14,000

Amount: Total Contract \$28,000

GL Account: NA

### **RECOMMENDED MOTION OR ACTION:**

Staff recommends approval.

### **ATTACHMENTS:**

Professional Services Agreement & Scope of Services

## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) is made by and between the Sanger Economic Development Corporation (“Client”) and The Retail Coach, LLC, a limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

### RECITALS:

**WHEREAS**, the Client desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist Client in creating a Retail Recruitment & Development Strategy (the “Project”); and

**WHEREAS**, the Professional desires to render professional services Client on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

### Article I Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue for twelve months, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to Client all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of Client in accordance with this Agreement prior to such termination.

### Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

### **Article III Schedule of Work**

The Professional agrees to complete the required services in accordance with the Scope of Services outlined in Exhibit "A".

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of twenty eight thousand dollars (\$28,000 (\$27,500 Project Fee + \$500 in "Not To Exceed" Expenses)).

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should Client require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties. The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

### **Article VI Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of Client. In the event of an assignment by the Professional to which Client has consented, the assignee shall agree in writing with Client to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Client:

Attn:  
Shani Bradshaw, BREC, CTED  
Sanger Economic Development Corporation  
201 Boliver St.  
Sanger, TX 76266

If intended for Professional:

Attn: Aaron Farmer  
Partner  
The Retail Coach, LLC PO Box 7272  
Tupelo, MS 38802

## 6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name Client, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Client for cancellation of the insurance; (3) provide for a waiver of subrogation against the Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the Client of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by Client.

6.10 Indemnification. CLIENT SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CLIENT, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CLIENT") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CLIENT OR BREACH OF CLIENT'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CLIENT FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS,

EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CLIENT IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CLIENT ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

*[Signature Page to Follow]*



**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Sanger Economic Development Corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025

The Retail Coach, LLC

By: \_\_\_\_\_

Name Aaron Farmer

Title: Partner

**EXHIBIT “A”**  
**Scope of Services**

*Item 5.*



**Exhibit A: Scope Of Services**

**Sanger, Texas**

**Retail Recruitment & Development Strategy**



**PREPARED BY:**

**Aaron Farmer**  
**President**  
662.231.0608  
afarmer@theretailcoach.net

**We Recruit Retail.**

# We Recruit Retail.

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COMPANY PROFILE: SUCCESSES

# More Than 6 Million SF of New Retail Recruited in the Last 5 Years

Our proven Retail:360® Process has been instrumental in recruiting new retailers and developers to our client communities.





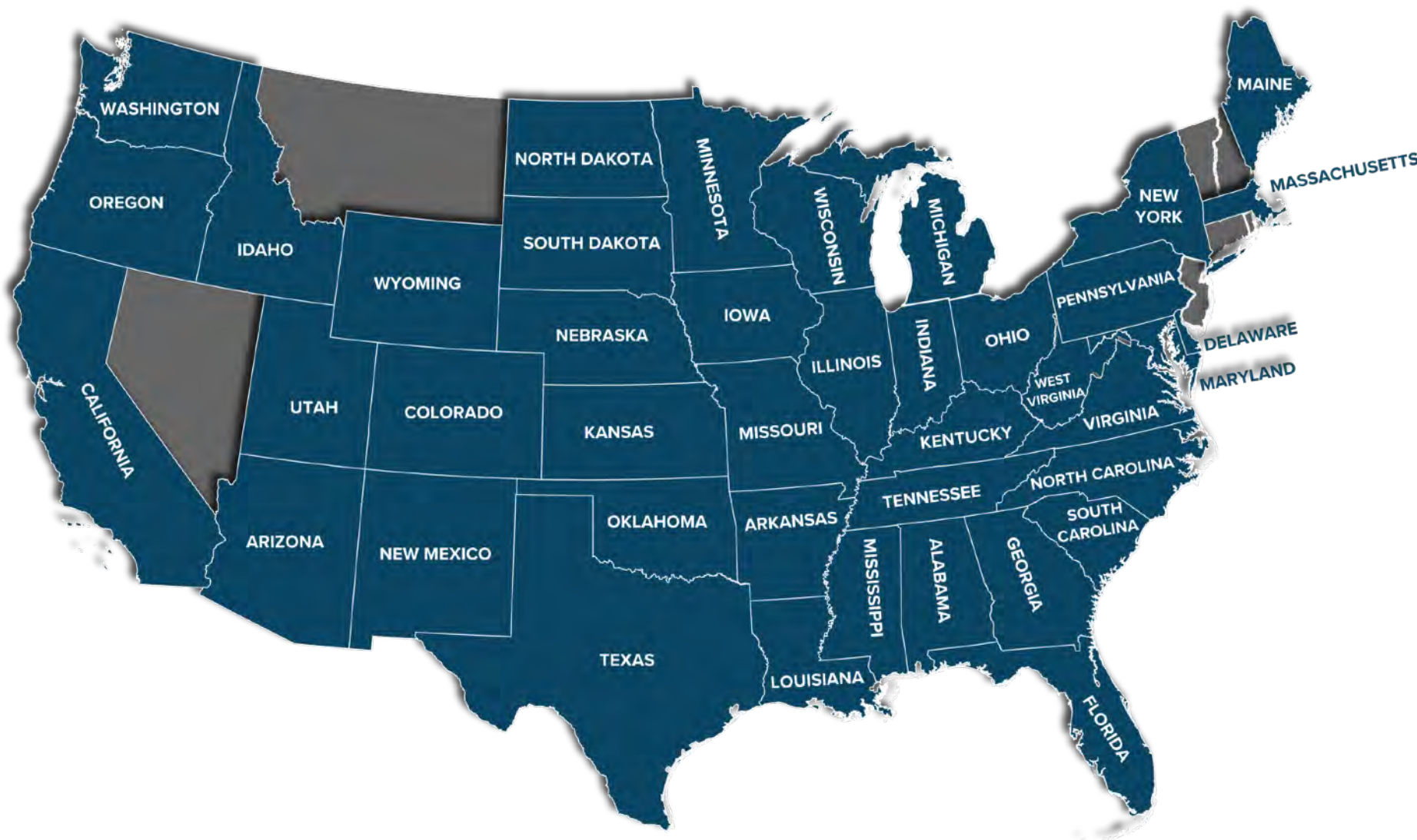
COMPANY PROFILE: SUCCESSES

# More Than 6 Million SF of New Retail Recruited in the Last 5 Years

From Bass Pro Shops to Dollar General - we recruit the retail and retailers that fit our clients' markets.



COMPANY PROFILE



National Expertise.  
Local Focus.

Our work throughout the country allows our team to stay current on retail trends and deepen our relationships with national and regional brands.

These relationships create unique opportunities for our client communities. When brands begin planning to expand into new markets, we are often one of the first to know and retailers/brokers will often look to our client list or ask our team for prospective markets to consider.

850+  
COMMUNITIES  
SERVED

43  
STATES WE'VE  
WORKED IN

90%+  
REPEAT CLIENT RATE





# An Entire Team Dedicated to Growing Retail in Sanger

## What Makes Us Different?

### Experienced & Connected

We pioneered the retail recruitment industry more than 25 years ago and leverage more than two decades of experience and relationships to help drive retail growth in your community.

### Full Transparency

We track recruitment activity and prospect feedback in your custom retail recruitment dashboard and host monthly calls with your team to keep you updated on progress.

### Our Team is Your Team

We take a partnership approach and become an extension of your team. Our clients are invited to participate in the recruitment process, allowing you to learn and expand your network.

### We are Consultants. Not Brokers.

We pride ourselves on being consultants, not brokers.

We only do what is in the best interest of our client communities and their future growth. We don't take shortcuts or go with the path of least resistance to fill retail spaces.



OUR APPROACH: RETAIL 360®

# Retail Recruitment is a Process, Not an Event.

Through our proprietary **Retail 360® Process**, we offer a dynamic system of products and services that enable communities to expand their retail base and generate additional sales tax revenue.

Our Retail 360® Process identifies **strengths, weaknesses, opportunities, and threats** to your community's ability to attract retail and highlights your community's advantage over competing cities. Through our multi-phase approach to recruiting new retailers, we are able to help communities build a long-term retail economic development plan.



## MARKET-BASED SOLUTIONS

We understand that every client community has its own unique set of development needs. That's why we work with our clients to determine those needs and offer custom, tailored, data-driven solutions.

## ON-THE-GROUND ANALYSIS

Just as each client has their own set of needs, we know that each client has a unique position in the marketplace as it competes to recruit new retailers. We spend time in your community with leaders and stakeholders, which enables us to determine your market position and identify retailers that fit your community.

## ACTION PLAN FOR GROWTH

We analyze, recommend, and execute aggressive strategies for pursuing the ideal retailers, as well as coaching our clients through the recruitment and development process. This partnership typically produces best results when, together, we derive short-term and long-term strategies based on market data and opportunities.

RETAIL 360®: DELIVERABLES

# Project Deliverables

## Analyzing the Market

- Competing Communities Analysis
- Custom Retail Trade Area Map
- Mobile Data Studies As Needed
- Retail Trade Area Demographic Profile
- Retail Trade Area Psychographic Profile
- City Demographic Profile
- Discussions with Key Community and Business Stakeholders

## Determining Retail Opportunities

- Retail Demand Analysis
- Retail Void Analyses for Key Vacancies and Available Retail Sites

## Identifying Development & Redevelopment Opportunities

- Analysis of Development/Redevelopment Sites
- Retail Site Profiles for Available Retail Sites

## Identify Retailers & Developers

- Target List of Retailers (and Restaurants)

## Marketing & Branding

- Retail Market Profile
- Retail Market Flyer
- Customized Retailer Feasibility Packages
- Developer Opportunity Package
  
- Online Retail Dashboard (Retail 360® Website)

## Recruitment of Retailers & Developers

- Retail Recruitment Plan
- Retailer & Developer Recruitment Status Dashboard (AirTable)
- Recruitment

## Ongoing Recruitment & Coaching

- Ongoing Coaching and Support from The Retail Coach Team
- Representation of the City at Regional and National Retail Industry Events

# Analyzing the Market

The Retail Coach will perform extensive market research and analysis to evaluate the Sanger community and surrounding area. This “macro to micro” approach enables The Retail Coach to analyze competitive and economic forces that may impact Sanger's retail recruitment and development plan.

## Competing Community Analysis

It is important to monitor what is occurring in area communities from a retail economic development perspective. What are their advantages and/or challenges? Are they experiencing positive or negative growth? What are their current retail offerings?

The Retail Coach will look at competing communities to identify competitive advantages, through economic and market forces, that have a direct impact on retail recruitment and development in Sanger.

## Custom Retail Trade Area Determination

The Retail Trade Area is the geographical area from which the community’s retailers derive a majority of their business. It is the foundational piece of the retail plan and its accuracy is critical.

**High-Impact Mobile Data Analysis**  
The Retail Coach will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to Sanger. This high-confidence data is used to determine Retail Trade Areas and validate retail site selection decisions.

The Retail Coach will hand draw the Retail Trade Area map for Sanger based on mobile phone data from consumers, as well as on-the-ground analysis from The Retail Coach Team.

Understanding your true customer base is critical to quantifying the demand for new retail and restaurant development.

We use real data collected from actual customers in your community to analyze trade area boundaries, competitive markets, and leakage. This high confidence data allows our team to tell your community's story and show potential investors why they need to be in your market.



# Analyzing the Market

## Demographic Profiling

A community must be able to instantaneously provide information and data sets required by retailers during the site evaluation and site selection process. The data must be accurate, current, and readily available.

The Retail Coach will create comprehensive 2020 Census and 2025 and 2030 demographic profiles for the Retail Trade Area and Sanger community. The comprehensive profile includes population and projected population growth, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

## Psychographic Profiling

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers’ preferred location criteria. Understanding a consumer’s propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and local retailers. Knowing the retail sectors and products that consumers demand removes a great deal of risk for businesses.

The Retail Coach will develop a Segmentation Profile of the households in the Retail Trade Area. This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors, to understand the sectors and brands of retailers that may be of interest.

# Determining Retail Opportunities

## Retail Demand Analysis

A community is able to quantify its retail demand through a Retail Demand Analysis, which provides a summary of the projected retail demand growth — or opportunities — for 68 retail sectors. The analysis is ultimately used to identify specific recruitment targets for the community.

The Retail Demand Analysis will:

- Identify retail demand growth opportunities for more than 68 retail sectors
- Distinguish retail sectors with the highest propensity for success and qualify their ultimate potential

The Retail Coach will determine the level of retail demand for the Retail Trade Area and use projected demand to help identify opportunity areas and prioritize retail market sectors for recruitment.

# Identifying Development & Redevelopment Opportunities

## Identifying & Marketing Available Sites

Retailers are not only interested in market data on your community, but also interested in evaluating all available property vacancies and sites that fit their location preferences. A community must create and maintain a database of prime available properties along with accurate and current market information. Successful retail recruitment begins with the introduction of available sites.

The Retail Coach will identify priority retail vacancies and development/redevelopment sites to market. Factors influencing site selection for priority sites will include:

- Existing market conditions
- Retail Trade Area population
- Traffic counts and traffic patterns
- Site-line visibility from primary & secondary traffic arteries
- Ingress/egress
- Adequate parking
- Site characteristics
- Proximity to retail clusters

## Retail Site Profiles

A critical step in attracting retailers is providing accurate and current information on each identified available site.

The Retail Coach will create a Retail Site Profile for each identified key vacancy and site with current site-specific information, including location, aerial photography, site plan, demographic profile, size/dimensions, traffic count(s), and appropriate contact information.

# Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for more than 25 years. Our process is driven by providing accurate and current data sets, as well as site-specific information, to retailers that “fit” the community.

## Identifying Potential Retailers

The Retail Coach will target national and regional brands that are a “good fit” for Sanger. This means that the Retail Trade Area population, ethnicities, incomes, ages, and educational levels meet the retailers’ ideal location criteria.

**The Retail Coach will develop and review a master list of potential retailers with Sanger staff and work together to prepare a final target list of retailers for recruitment. This list will include fist-to-the-market concepts that may be a good fit for the community.**

## Identifying Potential Developers

Much of our recruitment success comes from establishing a network of regional and national retail developers over the past 25 years. Developer networking and recruitment have become key components in a community’s retail recruitment and development/redevelopment success. If a retailer were to express interest in the community, and there was not ready-to-lease properties matching their needs and brand requirements, a developer must be identified to build the interested retailer a suitable property.

**The Retail Coach will utilize its network to identify retail real estate developers active in Sanger and the region for recruitment.**



# Marketing & Branding

To attract targeted retailers, a critical step is to provide accurate and current community and Retail Trade Area data and information. It is important that this marketing information positively reflects the community’s positive attributes and brand to corporate site selectors, real estate brokers, and developers. This information is essential for them in making initial decisions about locating in the community.

## Retail Market Profile

The Retail Coach will develop a Retail Market Profile tailored to the specific needs of targeted retailers’ essential site selection and location criteria for Sanger. The profile serves as a community introduction, and includes:

- Retail Trade Area Map
- Location Map
- Demographic Profile Summary
- Appropriate logo and contact information

## Specialized Recruitment Packages & Reports

Retail economic development enjoys a broad definition throughout the industry and, oftentimes, highly specialized reports are needed. These reports are developed to address the specific needs of our clients, retailers and/or developers.



# Marketing & Branding

## Developer Package

The Retail Coach will create a marketing package for retail developers active in the community and region to generate their interest in retail development opportunities.

The Retail Coach will create a Developer Package to highlight development and redevelopment opportunities in Sanger. This package may include:

- Community Overview & Location Map
- Retail Trade Area & Demographic Trends
- Aerial Imagery & Traffic Counts
- Site-line visibility from major and secondary traffic arteries
- Ingress/egress for primary and secondary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Area Retail & Zoning
- Residential clustering and support
- Proximity to “anchor” retailers
- Top Employers & Workplace Population
- Interested retailers

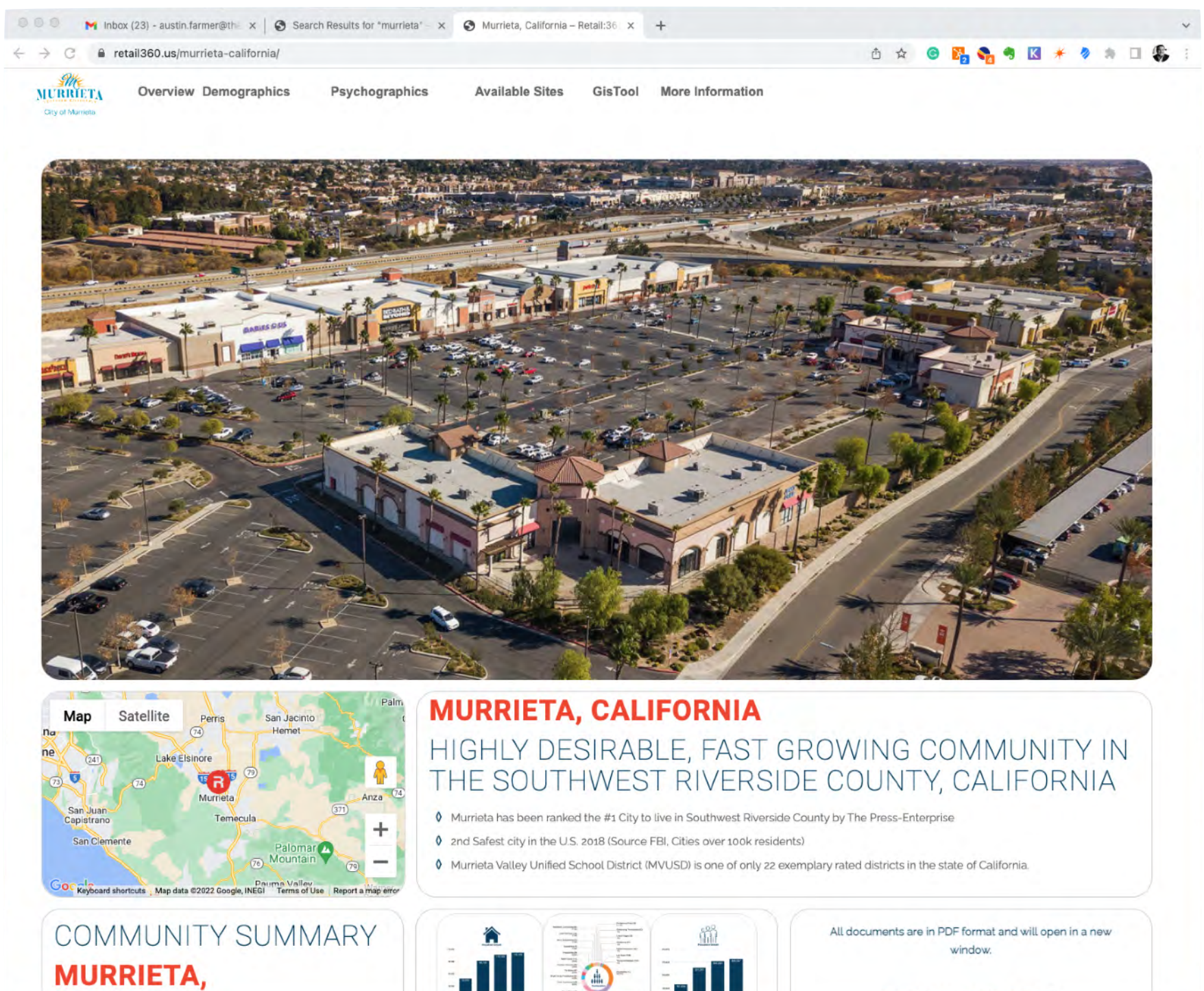
## RETAIL 360®: PHASE 5

## Marketing & Branding

# Online Retail Dashboard

Being able to quickly and easily access and share retail opportunity information greatly increases a community's opportunity for success. To assist with this, we develop a custom online retail dashboard that can be accessed anytime through a branded Retail360® link. With a few clicks, retailers, brokers and developers can learn about your community's retail potential like never before.

**Our team will develop a customized Retail360 Dashboard for Sanger.**



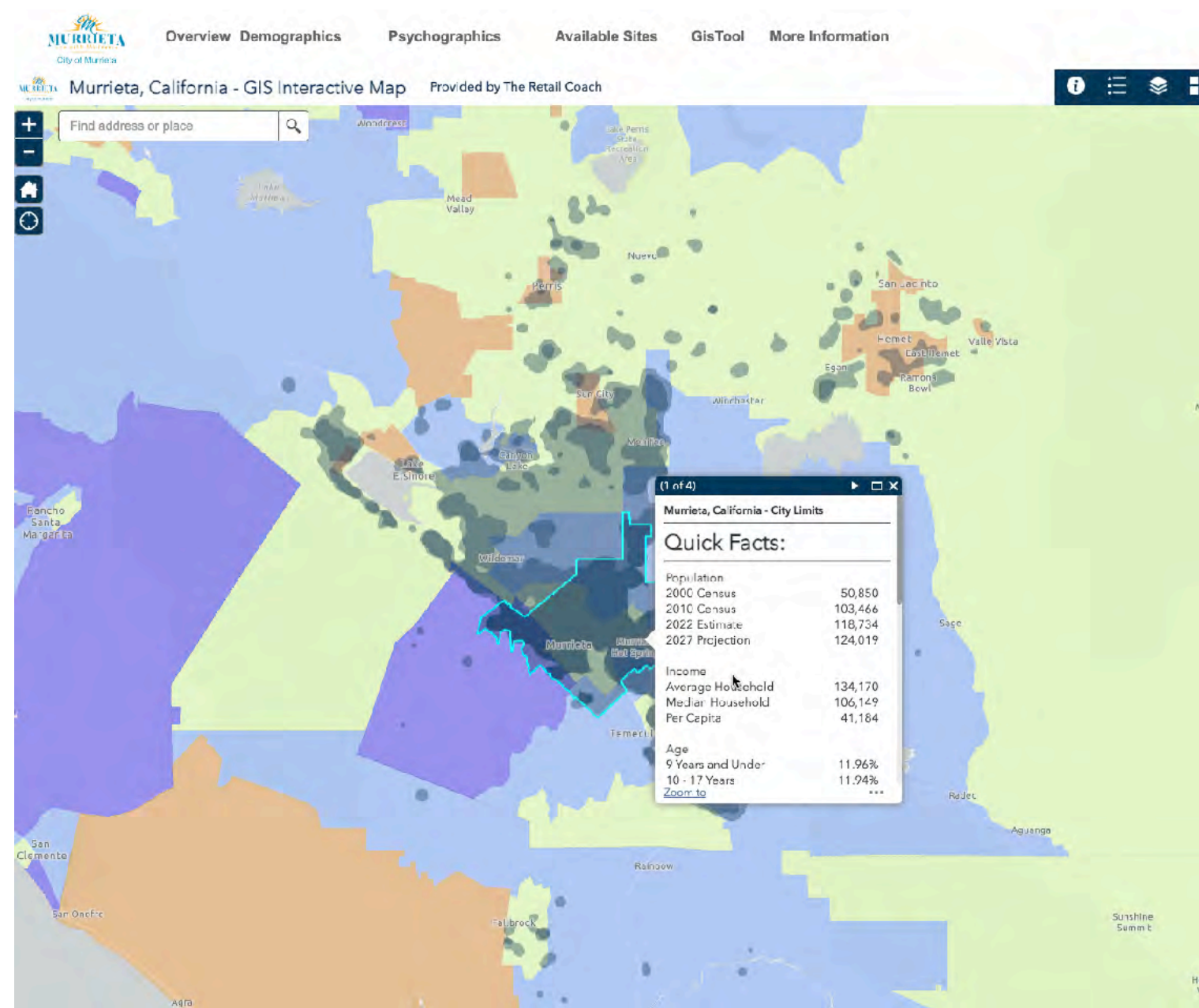


# Marketing & Branding

## Interactive Site Mapping

Retail site selectors do much of their research while in hotel rooms and in airports, so a visual GIS platform that streamlines data and sites into one interactive and centralized location is a powerful tool.

We will develop a concise, easy-to-access, interactive site mapping platform for Sanger, along with the preloaded prime vacancies and development/redevelopment sites that we will be marketing. Data can be presented by demographic, socioeconomic, psychographic, and retail spending layers that are detailed down to the block level, to meet the needs of each individual user — whether they be a retailer, developer, or even a local entrepreneur.



# Recruiting Retailers & Developers

## Recruitment of Retailers

We were the first national retail recruitment firm to introduce retailer and developer recruitment specifically for communities. More than 25 years and 850 projects later, the recruitment of retailers remains one of our primary metrics of success. Today, our success has proven that a community must move beyond just gathering data sets, and proactively recruit retail.

The Retail Coach will actively recruit retailers to Sanger. Our process includes:

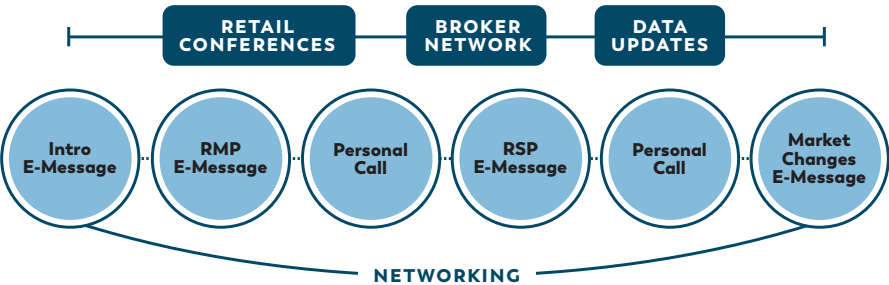
- Introductory emails and retail market profile are sent to each targeted retailer.
- Personal calls are placed to measure interest level.
- Personal emails and retailer feasibility packages are sent to each targeted retailer.
- Personal emails and retail site profiles for prime vacancies are sent to the appropriate targeted retailers.
- Personal emails are sent to inform targeted retailers of significant market changes.
- Personal emails are sent to decision markers once per quarter to continue seeking responses regarding their interest level in the community.
- A retailer status report is provided with each retailer’s complete contact information and comments resulting from recruitment activities.

## Recruitment of Developers

Much of our recruitment success comes from having established a network of retail real estate developers over the past 25 years. Oftentimes, a retailer or retailers may have interest in a community, only to find that suitable properties do not exist.

The Retail Coach will actively recruit developers for Sanger, if an opportunity is identified. Our process includes:

- Introductory emails and opportunity packages are sent to developers.
- Personal calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers, and any significant market changes.
- A developer status report is provided with each developer’s complete contact information and comments resulting from recruitment activities.



# Recruiting Retailers & Developers

## Retail Conferences

The Retail Coach helps communities connect with retailers and developers at retail conferences such as Retail Live!, the annual ICSC RECon and other regional events attended.

Our team will will represent Sanger at Industry Trade Shows throughout our partnership.



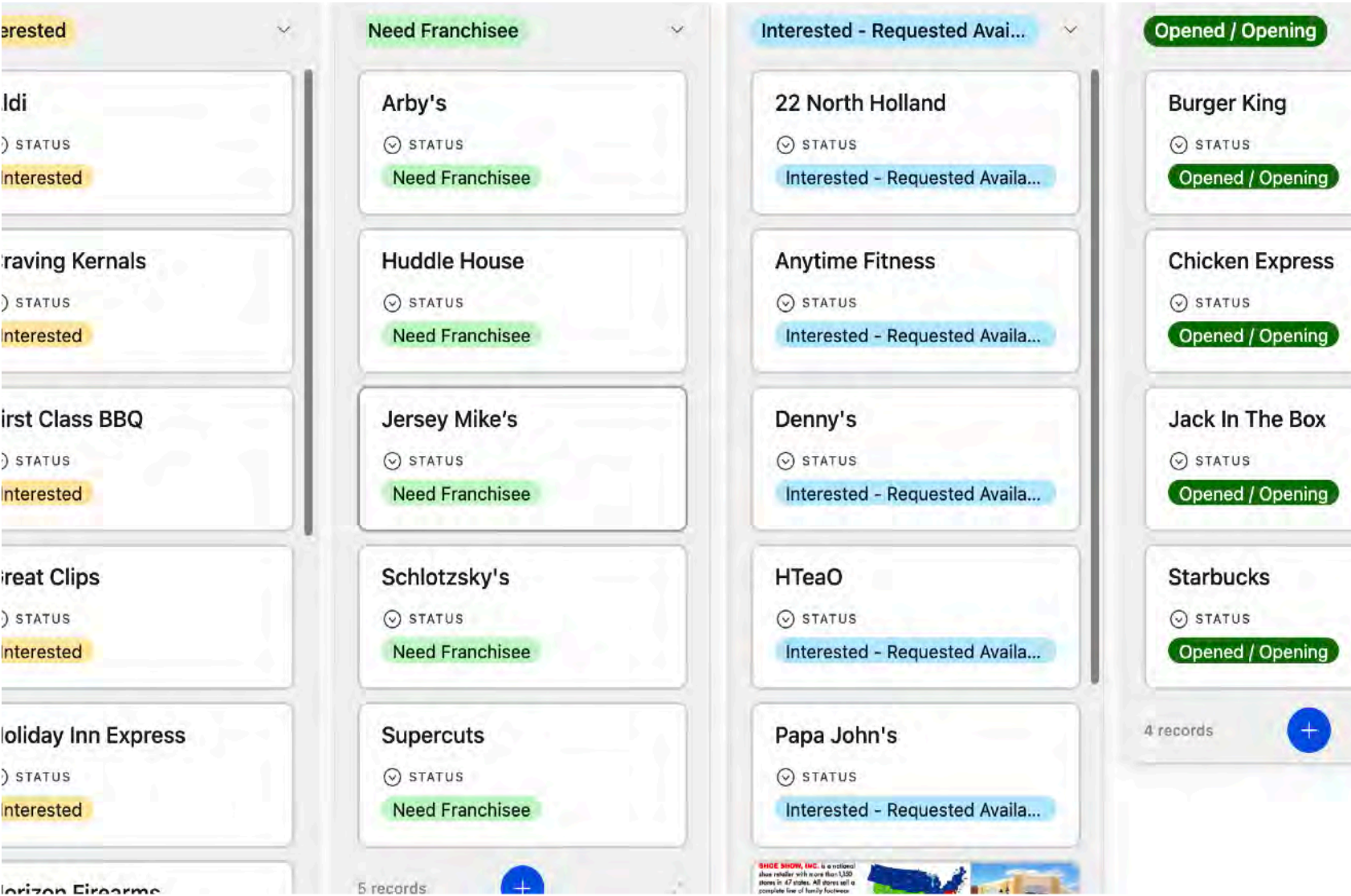


# Recruiting Retailers & Developers

## Retail Recruitment Accountability Dashboard

As part of our recruitment process, we provide access to a real-time recruitment dashboard where Sanger staff can see which retailers are being recruited, the latest touch points with each, and contacts we are actively communicating with along with their interest level in the community.

The Retail Coach will set up a recurring monthly meeting with staff to review on-going recruitment activity, feedback received from prospects, and any additional next steps or follow up items needed to advance recruitment with interested retailers.



# Coaching & Ongoing Support

## Retail Coaching

The Retail Coach partners with communities on a long-term basis and will be available when they have questions, new ideas, or need data updates. We are also available if clients need to brainstorm opportunities as the community grows and develops.

The Retail Coach will provide on-going coaching and support for retail recruitment activities throughout the project.



# Project Timeline & Pricing

<p><b>Project Communication</b></p> <p>At a minimum, The Retail Coach will schedule monthly updates with staff to provide progress reports and feedback.</p>		<p><b>Project Timeline</b></p> <p>The Retail Coach is available to begin work immediately with a project duration of 12 months.</p>
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## Pricing

The total fee for completion of this work is **\$27,500** payable in three installments, plus up to \$500 in "Not to Exceed" expenses":

- a) **\$10,000**to be invoiced on execution
- b) **\$10,000** in 90 days
- c) **\$7,500** in 180 days

**Optional Project Extension:** If Sanger elects to extend the project period, the additional fee shall be: **\$25,000** for an additional 12 month period of data updates, ongoing recruitment, monthly updates and coaching.





**PREPARED BY:**

**Aaron Farmer**  
**President**  
662.231.0608  
afarmer@theretailcoach.net

**We Recruit Retail.**



## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** December 9, 2025

**FROM:** Shani Bradshaw, Director of Economic Development

**AGENDA ITEM:** Consideration and possible action on amending the Property Enhancement Incentive Grant for 202 Bolivar.

### **SUMMARY:**

- During the Board Meeting on August 26, 2025, the Board approved a final extension to allow the applicant additional time to work with the contractor to correct the initial invoice. The extension was granted due to discrepancies between the invoice, the payments the applicant provided, and the work completed under the original scope of work approved in February 2025.
- A revised contractor invoice has since been submitted and aligns with the final scope of completed work.
- The revised invoice totals \$14,360.00. Of this amount, \$11,830.00 has been verified through check payments, and the remaining \$2,530.00 is listed as a cash payment; however, this cash payment cannot be verified. Together, these amounts equal the full invoice total.
- Supporting documentation for payments totaling \$11,830 has been verified and corresponds with the completed scope of work.
- The contractor's revised invoice reflects a cash payment of \$2,530.00; however, the only documentation provided by the applicant is a \$5,000 cash withdrawal slip, which does not verify that the cash was paid to the contractor. To validate this payment, staff must receive documentation that directly supports the payment listed on the invoice. Per section 6.8.1 of the Incentive Policy:

"The Applicant shall provide Staff with documentation necessary to determine the Construction Costs of the Enhancements as approved, e.g. copies of paid contractor invoices, receipts, or processed checks. Construction Costs not supported by adequate documentation shall not be eligible for reimbursement."

- Based on the verified payments only, the eligible grant reimbursement amount is \$5,915.00.

### **FISCAL INFORMATION:**

Budgeted: Yes

Amount: \$60,000

GL Account: NA

### **RECOMMENDED MOTION OR ACTION:**

### **ATTACHMENTS:**

- Property Enhancement Incentive Policy
- Revised Application, including contractor's revised invoices, copy of checks and withdrawal slip, before and after photos.

**Sanger, Texas**  
*Property Enhancement Incentives Policy*

**WHEREAS**, the City Council of the City of Sanger, Texas (Council) desires to implement a matching grant program to encourage the development, retention, or expansion of business enterprises in the City; and

**WHEREAS**, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of programs that promote economic development and stimulate business and commercial activity in the City; and

**WHEREAS**, the Sanger Texas Development Corporation on November 24, 2020 considered and recommended the City Council approve this Property Enhancement Incentives Policy (Policy); and

**WHEREAS**, the City Council on February 01, 2021 considered and approved Resolution 11-14-20 approving the Policy.

**BE IT KNOWN THAT**, the terms and conditions of the Policy, having been reviewed by the Council and found to be acceptable and in the best interest of the City and its citizens and businesses, are hereby approved.

**Section 1.**  
**Introduction & Goals**

This program is a matching grant program that reimburses commercial property owners or business operators for Eligible Enhancements made to the Property. The goals of this Policy are to:

- 1.1. Enhance the commercial viability and sustainability of commercial properties in the City;
- 1.2. Improve the physical appearance of businesses and visibly enhance the City's commercial corridors;
- 1.3. Increase the marketability and occupancy rate of commercial buildings hindered by an outdated appearance;
- 1.4. Increase the safety of a commercial area and stimulate more public interaction; and
- 1.5. Provide incentives in areas and to businesses most likely to stimulate similar enhancements by other private entities.

**Section 2.**  
**Definitions**

The following definitions shall apply to the terms used in this Policy:

**Agreement**: A written performance agreement between the Board and the Applicant.

**Applicant**: Shall mean the Property owner or business occupant signing the Application for a Property Enhancement Grant.

**Application**: Shall mean the Application for Property Enhancement Incentives as maintained by Staff.

**Board**: Shall mean the Board of Directors of the Sanger Texas Development Corporation of the City (STDC).

**City**: The City of Sanger, Texas.

**City Council**: The City Council of the City.

**Code Violations**: Shall be any violation of the City's code of ordinances.

Construction Costs: The cost of permits, fees, construction materials, and installation labor. All other associated costs are deemed excluded, including, but not exclusively, the following costs: design, construction document preparation, bidding, sweat equity and construction financing.

Eligible Enhancements: Shall mean the Enhancements identified as eligible in Section 4 herein.

Enhancements: Shall be as defined in Section 4 herein.

Façade: Shall mean the exterior of a building.

Notice to Proceed: A written notice authorizing the Applicant to begin construction as approved.

Policy: Shall mean this Property Enhancements Incentives Policy (PEIP).

Property: Shall mean the physical lot and / or building to which Enhancements are being made.

Property Enhancement Grant: Shall mean the financial support to make designated Property Enhancements as approved, and sometimes referred to as "Grant."

Staff: Shall mean the City Manager or their designee.

### **Section 3. Eligibility**

The following Properties and Businesses are eligible to receive Grants.

- 3.1. Properties: Only properties meeting the following requirements at the time an Application is submitted shall be eligible to receive Grants as outlined by this Policy:
  - 3.1.1. Within the City: Property must be located within the City's municipal boundaries.
  - 3.1.2. Non-Residentially Zoned: Property must be zoned for uses other than residential uses and the current use of the Property may not be residential.
  - 3.1.3. Tax-Paying Entity: The Property must be subject to the City's Ad Valorem property tax.
  - 3.1.4. Financial Standing: Property shall be in good standing as it relates to taxes or any monies due to the City or the STDC.
  - 3.1.5. City Liens: Property shall be in good standing as it relates to any liens held by the City.
  - 3.1.6. Ownership: Property owners must provide sufficient proof of ownership.
  - 3.1.7. Code Violations: Property must not have any outstanding code violations.
  - 3.1.8. Frequency: Property must not have received a Grant for the same category of Enhancement (e.g. Façade, Landscaping) in a twelve (12) month period.
- 3.2. Businesses: Only businesses meeting the following requirements shall be eligible to receive benefits outlined by this Policy:
  - 3.2.1. Financial Standing: The business shall be in good standing as it relates to taxes or any monies due to the City.
  - 3.2.2. Tax-Paying Entity: The business must be a tax-paying entity.
  - 3.2.3. Property Owner Approval: Businesses, if not the owner of the property to be occupied, must provide a copy of their lease agreement and support of the Application from the Property owner prior to approval of the Application.

## Section 4. Enhancements

- 4.1. Aspirations: As with any policy or regulation, it is difficult to precisely regulate factors that are not easily defined. With that in mind, the following are to be considered aspirations for contemplated Enhancements:
- Enhancements should be compatible with the character and architecture of the individual building and those in proximity;
  - Where appropriate, Enhancements may act as a catalyst to create a unique environment;
  - Enhancements should make the Property more inviting to the public; and
  - Enhancements should be functional as well as visually appealing.
- 4.2. General Enhancement Eligibility: Property Enhancements shall be deemed as eligible or ineligible for the benefits of this Policy as defined below. In general, the following Enhancements, though not exclusively, are ineligible for all Grants:
- Any Enhancement that does not comply with existing ordinances of the City;
  - Any Enhancements made prior to the Notice to Proceed;
  - Sweat equity or “in-kind” services;
  - New construction which is not specifically listed in this Policy as an Eligible Enhancement;
  - Any Enhancements to eliminate Code Violations of a Property or Business;
  - Fees for designing, engineering, surveying, legal services, financing, etc.; or
  - Any Enhancements not identified as eligible below. A potential applicant may discuss an enhancement not identified below with City staff to ascertain whether or not the enhancement meets the Purpose and Intent of this Policy. If so, an amendment to this Policy may be placed before the Board to make a recommendation to the City Council who shall determine the merits of including a new eligible enhancement.
- 4.3. Façade Enhancements: The following are Eligible Enhancements except as noted otherwise:
- 4.3.1. Façade Materials: Replacing deteriorated or unsafe façade materials with brick, stone, tile, wood, or siding meeting the City’s masonry requirements or architectural standards, if any. Removal of “slip” coverings of prior façade materials and re-establishment of historic façade details. Repointing of mortared joints, replacement or repair of damaged masonry.
- 4.3.2. Cleaning: Pressure washing or sand blasting existing facades, cleaning of tiles.
- 4.3.3. Painting: Scraping, priming and otherwise preparing the surface and painting.
- 4.3.4. Window / Doors: Replacement of or improvements to existing windows or doors that are visible from a public street. New windows and doors matching replaced windows or doors. Replacement of broken glass panes.
- 4.3.5. Awnings / Canopies: Replacement of or improvements to existing awnings or canopies. New awnings or canopies.
- 4.3.6. Historical Restoration: Restoration of architectural details of historic significance and / or removal of elements covering such details.
- 4.3.7. Roof Repair: Replacement or repair of all or portions of the roof.
- 4.3.8. Gutters and Downspouts: Replacement or repair of existing gutters and / or downspouts.

- 4.3.9. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: burglar bars, painting a new building.
- 4.4. Interior Renovation: The following are Eligible Enhancements except as noted otherwise:
- 4.4.1. Renovations: Renovations that enhance the commercial usability of the building.
- 4.4.2. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: painting, wallpaper, aesthetic treatments, and lighting.
- 4.5. Landscaping: The following are Eligible Enhancements except as noted otherwise:
- 4.5.1. Edging: Providing a perimeter to shrub beds with materials deemed to be of a long life, e.g. brick, stone, concrete, steel.
- 4.5.2. Shrubs and Trees: Shrubs and / or trees of a variety that are sustainable in the area when combined with removal of existing shrubs and / or trees that are either overgrown or of poor quality.
- 4.5.3. Seasonal Color: Providing one-time planting of annual or perennial flowers in critical areas adequate to provide an appealing impact.
- 4.5.4. Irrigation: Automatic irrigation system complying with all code requirements. Irrigation may be required with any other Landscaping Grant.
- 4.5.5. Lawn Renovation: Removal or re-establishment of an existing lawn with a desirable type of lawn. (An automatic irrigation system is required with this Enhancement.)
- 4.5.6. Fencing: Replacement of fencing or installation of new fencing that is visually appealing.
- 4.5.7. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: landscape pruning, mowing and / or maintenance.
- 4.6. Lighting: The following are Eligible Enhancements:
- 4.6.1. Pedestrian: Increases in lighting in pedestrian areas on or adjacent to the Property, e.g. sidewalks, parking lots.
- 4.6.2. Accents: Lighting that accentuates features of the building or Property creating a pleasant ambience on the Property.
- 4.6.3. Signage: Lighting that illuminates signage identifying the business.
- 4.7. Parking / Driveways: The following are Eligible Enhancements except as noted otherwise:
- 4.7.1. Reconstruction: Removal of existing pavement, gravel, curbing, drives, accessibility ramps, etc. and replacement with reconstruction meeting City requirements.
- 4.7.2. Resurfacing: Re-topping asphalt parking areas.
- 4.7.3. Restriping: Repainting of parking stall stripes and / or fire lane graphics meeting the City's requirements.
- 4.7.4. Ineligible: Though not an all-inclusive list, the following are specifically not eligible: Installation, repair or replacement of any surface that is not an all-weather hard surface as required by the City's code of ordinances.
- 4.8. Pedestrian Amenities: The following are Eligible Enhancements:
- 4.8.1. Paving: Paving of a unique nature in areas that allow customers to congregate.
- 4.8.2. Seating Areas: Provisions for seating in areas where customers may congregate before, during or after supporting the business.

- 4.8.3. Shade: Provisions for shading pedestrian areas to include permanent or temporary canopies, awnings, umbrellas or similar shade structures.
- 4.8.4. Music: Provisions for permanent installation of fixtures to accommodate providing music in areas where customers congregate.
- 4.8.5. Trash Receptacles: Trash receptacles establishing or matching a design theme utilized throughout the pedestrian areas.
- 4.8.6. Play Equipment: Recreational equipment intended for the entertainment of children when placed on private property in close proximity to the primary building.
- 4.9. Signage: The following are Eligible Enhancements. The replacement of signs that do not conform to current City requirements is a priority for the City.
  - 4.9.1. Replacing Signs: Replacing existing signs, with new signage that complies with all City requirements.
  - 4.9.2. New Signs: New signs for existing or new businesses.
- 4.10. Utilities: The following are Eligible Enhancements:
  - 4.10.1. Franchise Utilities: The upgrading or installation of new franchise utilities (e.g. electric, phone, Internet) that increase the commercial capacity or functionality of a building.
  - 4.10.2. Public Utilities: The upgrading or installation of new public utilities (e.g. water, sanitary sewer, gas) that increase the commercial capacity or functionality of a building.
  - 4.10.3. Private Utilities: The upgrading or installation of new private utilities (e.g. septic systems) that increase the commercial capacity or functionality of a building.
  - 4.10.4. Placement Underground: The placement of existing or new utilities underground.
- 4.11. Code Compliance: The following are Eligible Enhancements:
  - 4.11.1. Public Accessibility: Reconstruction or new construction to comply with public accessibility requirements.
  - 4.11.2. Fire Suppression Systems: Replacement, upgrade, or installation of fire suppression systems in compliance with current codes.
- 4.12. Demolition: The costs of demolishing and removing existing structures on a Property may be considered for Property Enhancements.
- 4.13. Participation Limitations: The potential matching Grant for each type of Enhancement would be the lesser of the Maximum Percentage or Maximum Per Enhancement Category Amount. The Applicant is responsible for the remaining costs of the Enhancement and must complete the full Enhancement to be eligible for the matching Grant.
  - 4.13.1. Maximum Percentage: A Maximum Percentage of fifty percent (50%) shall be the maximum percentage of the total cost of any Enhancement that the City will grant the Applicant.
  - 4.13.2. Maximum Per Enhancement Category: A Maximum Amount of ten thousand dollars (\$10,000) is the maximum dollar amount to be granted for any category of Enhancement.
  - 4.13.3. Accumulative Maximum Grant: Notwithstanding the Maximum Percentage and Maximum Per Enhancement Category limitations for each type of Enhancement, no Property or Business may receive more than ten thousand dollars (\$10,000) in matching Grants during one 12-month period. The following examples are provided to clarify different application scenarios:

- A. Example 1: Applicant desires to do \$24,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$12,000, but the maximum Grant allowed by the Max Per Category would be \$10,000. The lesser of the two is \$10,000 which would be the maximum matching Grant for the \$24,000 landscaping project. Further, within a 12-month period the Applicant cannot receive additional grants for any Enhancements (per Section 4.13.3).
- B. Example 2: Applicant desires to do \$18,000 in eligible Landscape Enhancements. By Policy, the maximum Grant allowed by the Max Percentage (50%) would be \$9,000, and the maximum Grant allowed by the Max Per Category would be \$10,000. The lesser of the two is \$9,000 which would be the maximum matching Grant for the \$18,000 landscaping project. Further, within a twelve-month period the Applicant cannot receive more grants for Landscape Enhancements (per Section 3.1.8), but may apply and receive a second matching Grant, not to exceed 1,000 (\$10,000 max - \$9,000 Grant) for any Enhancement category *other than* Landscaping.

## **Section 5.**

### **Grant Priorities**

The City has determined that the following are priorities for the benefits of this Policy. The evaluation of the merits of any Application shall take into consideration whether or not the Application also meets these priorities.

- 5.1. Preferred Areas: The following areas of the City are areas of priority for implementation of this Policy:
  - 5.1.1. Downtown Sanger; and
  - 5.1.2. Areas where greatest benefit may be obtained.
- 5.2. Preferred Businesses: The following types of businesses are a priority for implementation of this Policy:
  - 5.2.1. Retail;
  - 5.2.2. Restaurants;
  - 5.2.3. Professional Office; and
  - 5.2.4. Any sales-tax generating business.

## **Section 6.**

### **Administrative Procedures**

Following are the Administrative Procedures regarding the Application for and approval of Property Enhancement Grants:

- 6.1. Pre-Submittal: All Applicants are encouraged to meet with Staff prior to preparation of an Application. Applicants should contact the following to set up a meeting.  
 Executive Director  
 Department of Economic Development  
 Address: 201 Bolivar Street, Sanger, TX 76266  
 PH: (940) 458-2059  
 EM: [sbradshaw@sangertexas.org](mailto:sbradshaw@sangertexas.org)
- 6.2. Application: The submittal of an Application is required prior to any evaluation of the request for Property Enhancement Grants. The Application shall be on a form prepared by Staff and available on the City's website or at the location noted in 6.1.



- 6.2.1. Required Information: The following must be included with the Application:
- A. Proof of ownership of the Property;
  - B. Photographs of the existing Property;
  - C. Drawings, renderings, plans of the proposed Enhancements;
  - D. Written description of the Enhancements including building materials and color schemes to be used;
  - E. Construction Cost estimates from at least **two (2)** different contractors; and
  - F. If Applicant is not the Property owner:
    - i. Written approval of the Application from the owner; and
    - ii. Copy of the signed lease agreement.
- 6.2.2. Amendments: Staff may amend the form of the Application as needed to more efficiently evaluate the merits of requested Enhancements.
- 6.3. Review & Evaluation: Following are criteria to review and evaluate the Application:
- 6.3.1. Review Criteria:
- A. Completeness of Application: Completeness of the Application; including all required attachments.
  - B. Grant Priorities: Whether the Application includes a targeted business classification or whether it is located in a targeted improvement area as defined in Section 5.
  - C. Impact: An estimation of the impact that the Enhancements might have, particularly as a catalyst for continued private investment.
  - D. Non-funded Improvements: Are the improvements associated with the Grant part of a larger effort to enhance the Property.
  - E. Elimination of a Non-Conformity: Do the Enhancements eliminate a legal non-conforming aspect of the Property.
- 6.3.2. Staff Evaluation and Recommendation: The coordinating Staff member shall convene a team of the appropriate persons to evaluate the Application. Upon review, such team shall prepare a recommendation to forward to the Board.
- A. Site Visit: Prior to formal evaluation of the Application, the Applicant shall allow Staff the opportunity to visit the Property to verify its status prior to any Enhancements.
- 6.4. Approval: The Board shall make the final decision regarding the merits of the Application and the appropriate Property Enhancement Grant to be given, if any, if funds are available as pre-approved by the Council for the funding period. If approval of the Application requires funds not pre-approved by the Council, the board will prepare a recommendation to forward to the Council for final approval. Upon approval of a matching Grant, the Board shall enter into an Agreement with the Applicant on a form acceptable to the City Attorney. The Agreement, at a minimum, must contain the following:
- 6.4.1. Enhancements: List the specifications of the proposed Enhancements on the Property.
- 6.4.2. Access: Provide the City and Staff access to the Property to ensure that the Enhancements or repairs are made according to the specifications and conditions in the Agreement.
- 6.4.3. Grant: Provide for the procedures of the matching Grant payment.

- 6.4.4. Recapture Provisions: Provide for the repayment of a Grant if the Applicant or the condition of the Property do not fulfill all obligations required under the Agreement. The City may take any remedy necessary to recover the funds, including filing a lien on the Property.
- 6.5. Pre-Construction Meeting: If the matching Grant is approved as noted above, and if deemed necessary by Staff, the Applicant must attend a pre-construction meeting with Staff to coordinate any required permits, execute Grant documents, and resolve any questions either party might have.
- 6.6. Notice to Proceed: Upon approval as noted above, Staff shall prepare and issue a written Notice to Proceed authorizing the Applicant to begin work on the Enhancements. The Notice to Proceed shall in no event be regarded as the issuance or approval of a building permit or any other construction permits.
- 6.6.1. Required: All Grant documents, including the Agreement with the Board, must be executed and all required permits must be received prior to issuance of the Notice to Proceed.
- 6.6.2. Beginning of Work: All work must begin within sixty (60) days of the issuance of the Notice to Proceed.
- 6.6.3. Completion of Work: All work for approved projects must be complete within ninety (90) days of the Notice to Proceed unless an Applicant's written request for extension is granted in writing by the Board.
- 6.7. Construction: All construction shall be in accordance with all requirements for permitting and inspection required by the City.
- 6.8. Verification: Upon completion and approval of the work by the City, Staff shall verify that the work has been performed as authorized in the approval action.
- 6.8.1. Documentation: The Applicant shall provide Staff with documentation necessary to determine the Construction Costs of the Enhancements as approved, e.g. copies of paid contractor invoices, receipts, or processed checks. Construction Costs not supported by adequate documentation shall not be eligible for reimbursement.
- 6.9. Payment: Upon verification of compliance with the approval action, Staff shall cause a check to be issued to the Applicant in the approved amount.
- 6.9.1. Cost Overruns: Any costs above and beyond the amounts approved shall be the responsibility of the Applicant.
- 6.9.2. Unspent Funds: Any savings below the amounts approved shall be returned to the City.

## **Section 7.**

### **Applicant / Owner Certifications**

The Application shall include the following certifications which shall be affirmed by the Applicant / Owner by signing the Application.

- 7.1. Application Accuracy: The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.
- 7.2. Compliance: I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Property Enhancement Grant upon completion of the project shall constitute approval of the project by any City department, Board Member or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.
- 7.3. Insurance: I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.

- 7.4. Maintenance: I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the Board.
- 7.5. Discretionary Rights: I (we) certify that I (we) acknowledge that the Board has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact, including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this Policy.
- 7.6. Policy Promotion: I (we) authorize the Board to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.
- 7.7. Indemnification: I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way related to any agreement or grant under this Policy, and by submission of an Application, agree to indemnify the City, the Board and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.

## **Section 8.**

### **General Provisions**

- 8.1. Termination: The City and / or the Board has the right to terminate any agreement under this Policy for any reason.
- 8.2. Changes During Construction: If an Applicant seeks to change the scope of their project after a Grant has been approved, the Applicant shall meet with Staff to discuss the desired change. Staff has the authorization to approve minor modifications during construction. Any other desired modification shall be placed before the approving body for reconsideration.
- 8.3. Flexibility: The terms and conditions of this Policy are a guideline for the Board and / or City Council during their deliberation and evaluation. The Board and / or City Council reserves the right to modify the terms and conditions herein at any time, including for any pending application, and may approve a Grant on terms and conditions contrary to the guidelines set forth in this Policy.
- 8.4. Section or Other Headings: Section or other headings contained in this Policy are for reference purposes only and shall not affect in any way the meaning or interpretation of this Policy.
- 8.5. Severability: In the event that any provision of this Policy is determined to be illegal, invalid, or unenforceable, then, and in that event, it is the intention that the remainder of this Policy shall not be affected thereby.

-- The remainder of this page purposefully left blank. --

## Sanger, Texas

**Application for Property Enhancement Incentives**Contact: Shani Bradshaw, Executive Director - (940) 458-2059 - [sbradshaw@sangertexas.org](mailto:sbradshaw@sangertexas.org)

1	<b>PROJECT INFORMATION</b>						
A	<b>Property Address:</b>						
B	<b>Estimated Begin Work Date:</b>				<b>Estimated Completion Date:</b>		
C	<b>Years in business at this location:</b>						
D	<b>Reason for requesting grant:</b>						
2	<b>ELIGIBILITY OF PROPERTY</b>						
	<b>Yes</b>	<b>No</b>	<b>Item</b>	<b>Notes</b>			
A			Within the City?	•			
B			Commercially zoned?	•			
C			Tax Paying entity?	•			
D			City taxes in good standing?	•			
E			No City liens existing?	•			
F			Proof of ownership provided?	•			
G			Outstanding code violations?	•			
H			Frequency of Grants OK?	• In accordance with Section 3.1.8			
3	<b>ELIGIBILITY OF BUSINESS</b>						
	<b>Yes</b>	<b>No</b>	<b>Item</b>	<b>Notes</b>			
A			Business taxes in good standing?	•			
B			Tax Paying entity?	•			
C			Continuous operations of 6 months?	• (within the City)			
D			If not owner, authorization provided?	•			
4	<b>Enhancements</b>		<b>Total Cost</b>	<b>Policy Max 50%</b>	<b>Policy Max \$10,000</b>	<b>Amount Requested</b>	<b>Amount Approved</b>
A	<u>Façade:</u> (Section 4.3) •		\$	50 %	\$10,000	\$	\$
B	<u>Interior Renovation:</u> (Section 4.4) •		\$	50 %	\$10,000	\$	\$
C	<u>Landscaping:</u> (Section 4.5) •		\$	50 %	\$10,000	\$	\$
D	<u>Lighting:</u> (Section 4.6) •		\$	50 %	\$10,000	\$	\$
E	<u>Parking / Driveways:</u> (Section 4.7) •		\$	50 %	\$10,000	\$	\$
F	<u>Pedestrian Amenities:</u> (Section 4.8) •		\$	50 %	\$10,000	\$	\$
G	<u>Signage:</u> (Section 4.9) •		\$	50 %	\$10,000	\$	\$
H	<u>Utilities:</u> (Section 4.10) •		\$	50 %	\$10,000	\$	\$
I	<u>Code Compliance:</u> (Section 4.11) •		\$	50 %	\$10,000	\$	\$
J	<u>Demolition:</u> (Section 4.12) •		\$	50 %	\$10,000	\$	\$
K	(Max. Grant Per Policy = \$10,000) <b>TOTAL PROPERTY ENHANCEMENT GRANT APPROVED:</b>						
L	<b>Describe any planned Non-Grant Enhancements:</b>						

5	<b>GRANT PRIORITIES (Section 5.0)</b>			
	<b>Yes</b>	<b>No</b>	<b>Preferred Area?</b>	<b>Notes</b>
A			Downtown Sanger	•
B			Areas where greatest benefit obtained	•
	<b>Yes</b>	<b>No</b>	<b>Preferred Business?</b>	<b>Notes</b>
C			Retail	•
D			Restaurant	•
E			Professional Office	•
F			Sales tax generating business	•
6	<b>ATTACHMENTS / EXHIBITS</b>			
	<b>Yes</b>	<b>No</b>	<b>Item</b>	<b>Notes</b>
A			Ownership documentation	•
B			Photos of existing conditions	•
C			Drawing, renderings, plans of the proposed enhancements	•
D			Written description of the enhancements including building materials and color schemes	•
E			Construction cost estimates from two contractors	•
F			Copy of the signed lease agreement	• If Applicant is not property owner
G			Written support of the grant application from the owner	• If Applicant is not property owner
7	<b>CONTRACTOR INFORMATION</b>			
A	<b>Contractor for:</b>			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
B	<b>Contractor for:</b>			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
C	<b>Contractor for:</b>			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
D	<b>Contractor for:</b>			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	

8	<b>Applicant / Owner Certifications:</b> In accordance with Resolution 11-14-20 adopting the Property Enhancement Incentives Policy, the undersigned do hereby certify the following:	
A	<b>Section 7.1 - Application Accuracy:</b> The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City / Board may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.	
B	<b>Section 7.2 - Compliance:</b> I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Property Enhancement Grant upon completion of the project shall constitute approval of the project by any City department, Board Member or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.	
C	<b>Section 7.3 - Insurance:</b> I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.	
D	<b>Section 7.4 - Maintenance:</b> I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.	
E	<b>Section 7.5 - Discretionary Rights:</b> I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact, including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this Policy.	
F	<b>Section 7.6 - Policy Promotion:</b> I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.	
G	<b>Section 7.7 - Indemnification:</b> I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the Board and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.	
9	I (we) hereby affirm the Certifications noted above and approve this Application for Property Enhancement incentives and the Enhancements identified herein.	

Property Owner		Applicant / Business Representative	
Company:		Company:	
Signed:		Signed:	
Name:		Name:	
Title:		Title:	
W:	C:	W:	C:
EM:		EM:	
Address:		Address:	

**FOR SEDC USE**

Application Received Date: \_\_\_\_\_

Date Approved by the 4B Board: \_\_\_\_\_

Grant Payment Date: \_\_\_\_\_

Grant Payment Amount: \_\_\_\_\_



## Sanger, Texas

## Application for Property Enhancement Incentives

Contact: Shani Bradshaw, Executive Director - (940) 458-2059 - [sbradshaw@sangertexas.org](mailto:sbradshaw@sangertexas.org)

1	PROJECT INFORMATION						
A	Property Address: 202 Bolivar St., Sanger, TX 76266						
B	Estimated Begin Work Date: January 2025				Estimated Completion Date: TBD		
C	Years in business at this location: 9 years						
D	Reason for requesting grant: To improve the physical appearance & viability						
2	ELIGIBILITY OF PROPERTY						
	Yes	No	Item	Notes			
A	✓		Within the City?	•			
B	✓		Commercially zoned?	•			
C	✓		Tax Paying entity?	•			
D	✓		City taxes in good standing?	•			
E		✓	No City liens existing?	•			
F	✓		Proof of ownership provided?	•			
G		✓	Outstanding code violations?	•			
H			Frequency of Grants OK?	• In accordance with Section 3.1.8			
3	ELIGIBILITY OF BUSINESS						
	Yes	No	Item	Notes			
A	✓		Business taxes in good standing?	•			
B	✓		Tax Paying entity?	•			
C	✓		Continuous operations of 6 months?	• (within the City)			
D			If not owner, authorization provided?	•			
4	Enhancements		Total Cost	Policy Max 50%	Policy Max \$10,000	Amount Requested	Amount Approved
A	Facade: (Section 4.3)		18,500	50 %	\$10,000	9,250.45	8,350.45
B	Interior Renovation: (Section 4.4)		\$	50 %	\$10,000	\$	\$
C	Landscaping: (Section 4.5)		\$	50 %	\$10,000	\$	\$
D	Lighting: (Section 4.6)		\$	50 %	\$10,000	\$	\$
E	Parking / Driveways: (Section 4.7)		\$	50 %	\$10,000	\$	\$
F	Pedestrian Amenities: (Section 4.8)		\$	50 %	\$10,000	\$	\$
G	Signage: (Section 4.9)		\$	50 %	\$10,000	\$	\$
H	Utilities: (Section 4.10)		\$	50 %	\$10,000	\$	\$
I	Code Compliance: (Section 4.11)		\$	50 %	\$10,000	\$	\$
J	Demolition: (Section 4.12)		\$	50 %	\$10,000	\$	\$
K	(Max. Grant Per Policy = \$10,000) TOTAL PROPERTY ENHANCEMENT GRANT APPROVED:						8,350.45
L	Describe any planned Non-Grant Enhancements:						



5	<b>GRANT PRIORITIES (Section 5.0)</b>			
	Yes	No	Preferred Area?	Notes
A	✓		Downtown Sanger	•
B	✓		Areas where greatest benefit obtained	•
	Yes	No	Preferred Business?	Notes
C	✓		Retail	•
D			Restaurant	•
E			Professional Office	•
F	✓		Sales tax generating business	•
6	<b>ATTACHMENTS / EXHIBITS</b>			
	Yes	No	Item	Notes
A	✓		Ownership documentation	•
B	✓		Photos of existing conditions	•
C	✓		Drawing, renderings, plans of the proposed enhancements	•
D	✓		Written description of the enhancements including building materials and color schemes	•
E	✓		Construction cost estimates from two contractors	•
F			Copy of the signed lease agreement	• If Applicant is not property owner
G			Written support of the grant application from the owner	• If Applicant is not property owner
7	<b>CONTRACTOR INFORMATION</b>			
A	Contractor for: <u>Awning</u>			
	Company Name: <u>NTTA</u>			
	Contact Person: <u>Bryce Harrington</u> Title:			
	Address: <u>3300 W. University Dr. Denton, TX 76207</u>			
	Wk Phone: <u>940-566-6619</u>		Cell:	Fax:
	Email: <u>ntta@ntcovers.com</u>		Website:	
B	Contractor for: <u>Painting, Stucco, Front Door, Foundation Wall</u>			
	Company Name: <u>Emmstone Designs</u>			
	Contact Person: <u>German Rio S</u> Title:			
	Address: <u>4009 High Plains, Sanger, TX 76266</u>			
	Wk Phone: <u>802-505-1539</u>		Cell:	Fax:
	Email: <u>proptrogerri@gmail.com</u>		Website:	
C	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	
D	Contractor for:			
	Company Name:			
	Contact Person:		Title:	
	Address:			
	Wk Phone:		Cell:	Fax:
	Email:		Website:	

8	<b>Applicant / Owner Certifications:</b> In accordance with Resolution 11-14-20 adopting the Property Enhancement Incentives Policy, the undersigned do hereby certify the following:
A	<b>Section 7.1 - Application Accuracy:</b> The information provided in the Application, and all that may have been affixed thereto, is true and correct, and that the City / Board may rely on all of the information therein contained, and all that may have been affixed thereto, as being true and correct.
B	<b>Section 7.2 - Compliance:</b> I (we) certify that I am (we are) solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinance and other applicable regulations. Neither approval of an Application nor payment of a Property Enhancement Grant upon completion of the project shall constitute approval of the project by any City department, Board Member or Staff or a waiver by the City of any safety regulation, building code, ordinance or other applicable regulation.
C	<b>Section 7.3 - Insurance:</b> I (we) certify that I (we) maintain sufficient insurance coverage for property damage and personal injury liability relating to the project.
D	<b>Section 7.4 - Maintenance:</b> I (we) certify that the Enhancements, once approved by the City shall be maintained for a period of three (3) years from the date of payment. No changes shall be made without prior written approval from the City.
E	<b>Section 7.5 - Discretionary Rights:</b> I (we) certify that I (we) acknowledge that the City has the absolute right of discretion in deciding whether or not to approve a matching Grant relative to the Application, whether or not such discretion is deemed arbitrary or without basis in fact, including the right to approve or disapprove a Grant on terms and conditions that are contrary to the guidelines of this Policy.
F	<b>Section 7.6 - Policy Promotion:</b> I (we) authorize the City to use an approved project to promote the merits of this Policy, including but not limited to displaying a sign at the Property or Business during and within thirty (30) days after construction, and using photographs and descriptions of the project in distribution material, press releases, social media and on the City's website.
G	<b>Section 7.7 - Indemnification:</b> I (we) certify that I am (we are) solely responsible for overseeing the work, and will not seek to hold the City, the Board, and / or their agents, employees, officers, and / or directors liable for any property damage, personal injury, or other loss related in any way to this Policy, and by submission of an Application, agree to indemnify the City, the Board and / or their agents, employees, officers, and / or directors from any claims or damages resulting from the project, including reasonable attorney fees.
9	I (we) hereby affirm the Certifications noted above and approve this Application for Property Enhancement Incentives and the Enhancements identified herein.

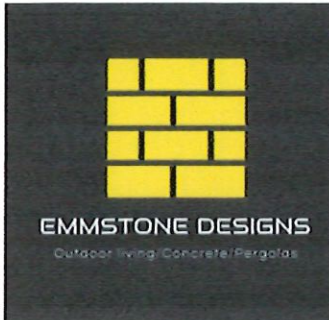
<b>Property Owner</b>		<b>Applicant / Business Representative</b>	
Company:	The Candy Jar	Company:	The Candy Jar
Signed:	Linda Butler	Signed:	Linda Butler
Name:		Name:	
Title:		Title:	
W:	C: 409-438-4643	W:	C:
EM:		EM:	
Address:		Address:	

<b>FOR SEDC USE</b>	
Application Received Date:	Feb 5, 2025
Date Approved by the 4B Board:	Feb 25, 2025
Approved as to form:	Hugh Coleman, City Attorney
Grant Payment Date:	
Grant Payment Amount:	

4/22/25 / Due 5-29-25  
4/30/25 Extension 7-28-25  
8/26/25 Board gave extension  
so contractor can correct invoice

PDF

Print



## Emmstone Designs

German Rios

Business Number 602 505

1539

4009 high plains

Sanger

76266

propetrogerrim77@gmail.com

ESTIMATE

EST00084

DATE

Sep 9, 2024

TOTAL

USD \$16,160.00

&lt;1800.00&gt;

\$14360.00

TO

**Linda Butler**

DESCRIPTION	RATE	QTY	AMOUNT
Black aluminum frame and door and windows hardware included (108'x80')	\$3,100.00	1	\$3,100.00
Door 1/4 tempered glass	\$610.00	1	\$610.00
Door removal and installation	\$1,150.00	1	\$1,150.00
Replace wood frame and paint Labor and materials	\$950.00	1	\$950.00
Paint building front and back Labor cost	\$1,800.00	1	\$1,800.00
Grind around cracks of patch cement skin coat whole wall with fiber mesh and base coat then add finish coat texture 1.5 (medium)	\$4,200.00	1	\$4,200.00
25x10 concrete pad 6 inch thick	\$12.00	250	\$3,000.00

Was not Approved



Labor and materials

Demo and build new concrete steps	\$1,350.00	1	\$1,350.00
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TOTAL

USD \$16,160.00

[PDF](#)[Print](#)**INVOICE****DATE**

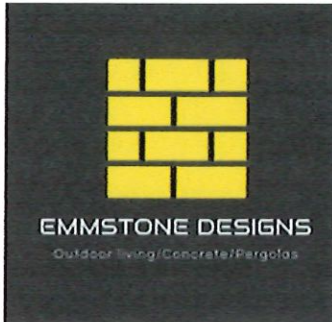
INV0164

Nov 3, 2025

**DUE****BALANCE DUE**

On Receipt

USD \$0.00



## Emmstone Designs

German Rios

**Business Number** 602 505 1539

4009 high plains

Sanger

76266

propetrogerrim77@gmail.com

**BILL TO****Linda Butler**

☎ (469) 438-4643

**DESCRIPTION****AMOUNT**

Stucco Work in back of the building fix cracks and skim coat medium finish	\$4,200.00
	x 1
	<u>\$4,200.00</u>

10x25 concrete slab with steps	\$4,350.00
	x 1
	<u>\$4,350.00</u>

Front door installation	\$5,810.00
	x 1
	<u>\$5,810.00</u>

<b>TOTAL</b>	<b>\$14,360.00</b>
--------------	--------------------

Payment	-\$5,500.00 ✓
Check -2509	Apr 18, 2025

Payment	-\$4,230.00 ✓
Check 2511	May 7, 2025

Payment	-\$2,530.00
Cash	Jun 14, 2025

Payment	-\$2,100.00 ✓
Check -2517	Jul 27, 2025

<b>BALANCE DUE</b>	<b>USD \$0.00</b>
--------------------	-------------------

\$11,830 in checks - verified (see Attached)

\$2,530.00 Cash - cash withdrawal slip \$5,000 6/12/25

2517  
2517  
DATE 7-27-25

DAE BUTLER  
NINNY BUTLER  
RIMLEY LN  
BR, TX 76206

Item 6.



PAY TO THE ORDER OF German Rios \$ 2100.00  
Twenty One hundred dollars & 00/100  
+ 00/100

INDEPENDENT FINANCIAL Final Payment

MEMO front Door to Shop

Debra Butler

2517



LINDA E BUTLER  
JOHNNY BUTLER  
347 CRAWLEY LN.  
SANGER, TX 76266

DATE 4-18-25 2509

TO THE ORDER OF German Rios \$ 5500.00  
Five thousand five hundred and no/100

INDEPENDENT FINANCIAL  
Back Wall Store Linda Butler

2509

Ck# 2509 Date 4/21/2025 Amt \$5,500.00

LINDA E BUTLER  
JOHNNY BUTLER  
347 CRAWLEY LN.  
SANGER, TX 76266

DATE 5-7-2025 2511

TO THE ORDER OF German Rios \$ 4230.00  
Four thousand two hundred and 30/100

INDEPENDENT FINANCIAL  
Concrete Work Linda Butler

2511

Ck# 2511 Date 5/8/2025 Amt \$4,230.00



O-TKT-1091  
CHECKING WITHDRAWAL

DATE 6/12/25

AMOUNT Five thousand & no/100 DOLLARS

SIGNATURE *\*John Smith*

ACCOUNT NUMBER

\* [REDACTED]

\$ 5000.00

⑆7250⑈0000⑆

046



## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** December 9, 2025

**FROM:** Shani Bradshaw, Director of Economic Development.

**AGENDA ITEM:** Financial Reports.

**SUMMARY:**

- Revenues and expenditures reflect activity from October 1, 2025, through October 31, 2025
- Sales Tax Collection for October 31, 2025.

**FISCAL INFORMATION:**

Budgeted: NA                      Amount: NA                      GL Account: NA

**RECOMMENDED MOTION OR ACTION:**

NA

**ATTACHMENTS:**

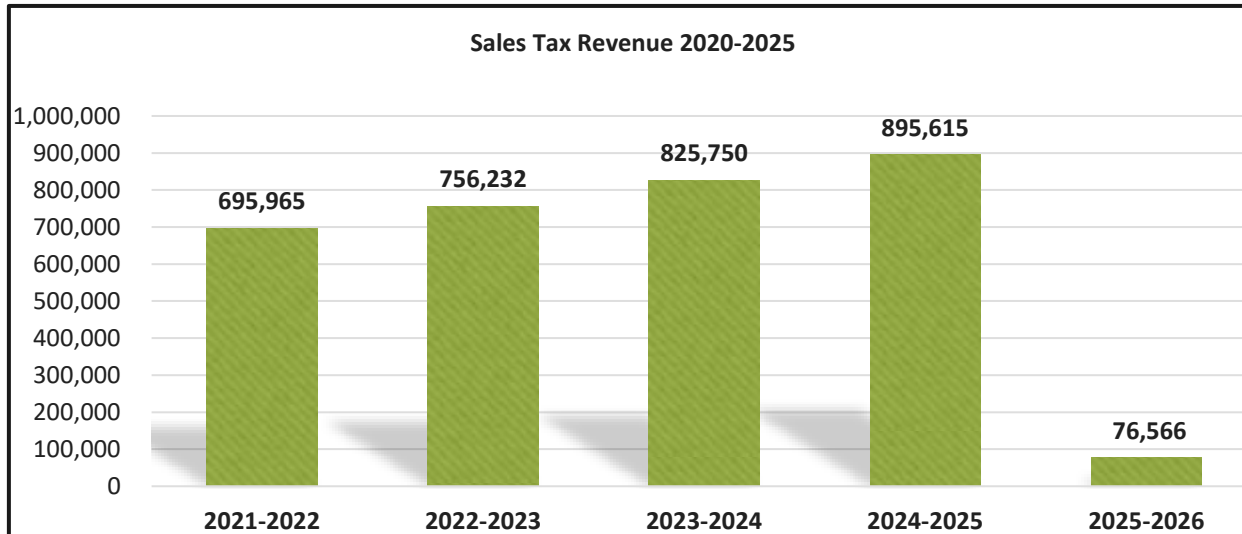
Monthly Financial Report – October 31, 2025  
Sales Tax Report – October 31, 2025

4B FUND - SANGER TEXAS DEVELOPMENT CORPORATION					Item 7.
76-ECONOMIC DEVELOPMENT	2025-2026 BUDGET	2025-2026 YTD	Total Encumbered	Balance	
REVENUE					
State Sales Tax	962,500.00	76,565.76		885,934.24	
Grant Revenue	-			-	
Interest Income	44,000.00	4,763.49		39,236.51	
Rental Income				-	
Misc. Income	-			-	
TOTAL 4B FUND REVENUE	\$ 1,006,500.00	\$ 81,329.25	\$ -	\$ 925,170.75	
EXPENDITURES					
51-SALARIES AND BENEFITS					
Salaries & Benefits	123,500.00	13,187.48		110,312.52	
TOTAL 51-SALARIES AND BENEFITS	123,500.00	13,187.48	-	110,312.52	
52-SUPPLIES AND MATERIALS					
Departmental Supplies (Food, postage, furniture, supplies)	1,000.00	155.16		844.84	
Computer Hardware & Software	3,000.00	-		3,000.00	
Advertising & Marketing	40,000.00	2,380.24	3,000.00	34,619.76	
Staff Training & Development (dues, subscriptions, training)	18,000.00	791.88		17,208.12	
TOTAL 52-SUPPLIES AND MATERIALS	62,000.00	3,327.28	3,000.00	55,672.72	
53-MAINTENANCE AND OPERATIONS					
Repairs and Maintenance	1,000.00	-		1,000.00	
Office Machine Lease	900.00	59.21		840.79	
TOTAL 53-MAINTENANCE AND OPERAT	1,900.00	59.21	-	1,840.79	
54-CONTRACT SERVICES					
Contract/Professional Services	40,000.00	7,500.00	(7,500.00)	40,000.00	
Outside Legal Services	10,000.00			10,000.00	
Technical Support	1,000.00	-		1,000.00	
Website	-	-		-	
TOTAL 54-CONTRACT SERVICES	51,000.00	7,500.00	(7,500.00)	51,000.00	
55-Utilities					
Cell Phone	-	20.95	-	(20.95)	
TOTAL UTILITIES EXPENSE	-	20.95	-	(20.95)	
56-GRANT EXPENSE					
Promo/Community Event Grant	-	-	-	-	
Property Enhancement Grant	60,000.00			60,000.00	
Grant Expense - Tom Thumb	1,000,000.00			1,000,000.00	
TOTAL GRANT EXPENSE	1,060,000.00	-	-	1,060,000.00	
74-TRANSFERS					
Transfer to General Fund	-	-	-	-	
Transfer to Debt Services	180,000		-	180,000	
Transfer to CIP Fun	-	-	-	-	
Transfer to Internal Services	15,000		-	15,000	
TOTAL 74-TRANSFERS	195,000	-	-	195,000	
TOTAL 4B FUND EXPENDITURES	1,493,400.00	24,094.92	(4,500.00)	1,473,805.08	
REVENUE OVER/UNDER EXPENDITURES	\$ (486,900.00)	\$ 57,234.33	(4,500.00)	\$ (548,634.33)	
Cash in Bank - Checking				\$ 214,329.40	
Certificate of Deposit				\$ 309,488.00	
Claim on Cash				\$ 2,965,549.18	
TOTAL CASH				\$ 3,489,366.58	
Notes:					
· \$180,000 for the 2009 bonds for the Sanger Sports Park final payment date will be August 2026.					
· On 9/24/2024: Board approved 1M forgivable loan to Tom Thumb. Loan has a four-year term. Yearly amount forgivable is \$250,000, beginning the first year after completion. Target FTEs 85.					
* On 12/1/2025: A \$1M incentive payment was issued to Tom Thumb in accordance with the approved ED Agreement. Documentation confirming issuance of the Certificate of Occupancy has been received and verified.					
TOTAL 4B FUND EXPENDITURES as of 12/1/2025	1,493,400.00	1,040,659.84	(12,000.00)	464,740.16	
REVENUE OVER/UNDER EXPENDITURES as of 12/1/2025	\$ (486,900.00)	\$ (877,215.79)	(12,000.00)	\$ 378,315.79	

## Sales Tax Report - October 2025

Month	2021-2022	Total	2022-2023	Total	2023-2024	Total	2024-2025	Total	2025-2026	Total
October	50,303	55,222	65,621	65,621	84,045	84,045	67,307	67,307	76,566	76,566
November	55,222	105,525	61,751	127,372	72,499	156,544	76,909	144,216		
December	48,145	153,670	72,220	199,591	62,317	218,861	71,117	215,333		
January	56,155	209,825	61,974	261,565	78,147	297,009	76,821	292,154		
February	76,753	286,579	71,749	333,314	69,257	366,266	96,830	388,984		
March	57,471	344,049	52,565	385,879	61,032	427,298	60,873	449,857		
April	44,446	388,495	54,627	440,506	45,186	472,483	59,146	509,003		
May	64,395	452,890	67,275	507,780	67,969	540,452	69,680	578,683		
June	65,968	518,858	60,186	567,966	73,838	614,290	71,869	650,552		
July	56,987	575,845	61,729	629,695	68,028	682,319	70,915	721,467		
August	68,209	644,054	62,807	692,502	72,940	755,259	81,656	803,123		
September	51,911	695,965	63,730	756,232	70,492	825,750	92,493	895,615		
TOTAL	695,965	695,965	756,232	756,232	825,750	825,750	895,615	895,615	76,566	76,566
BUDGET	600,000	95,965	800,000	(43,768)	875,000	(49,250)	962,500	(66,885)	962,500	

Sales Tax Collection	October		
	Actual	Actual	%
	2025	2024	Change
	\$ 76,566	\$ 67,307	14%





## 4B DEVELOPMENT CORPORATION COMMUNICATION

**DATE:** December 2, 2025

**FROM:** Shani Bradshaw, Director of Economic Development

**AGENDA ITEM:** Director's Report.

**SUMMARY:**

- Staff will provide an update on economic development activities.

**FISCAL INFORMATION:**

Budgeted: NA                      Amount: NA                      GL Account: NA

**RECOMMENDED MOTION OR ACTION:**

NA

**ATTACHMENTS:**

- Director's Report



## DIRECTOR'S REPORT

December 2025

### 1. **Business Growth and Development Updates:**

- Tom Thumb grand opening is scheduled for Friday, December 12<sup>th</sup>.
- New Business coming soon:
 

Dorado Nail Bar	AT&T
Panda Express	Physical Therapist
Wings Over Sanger	Whataburger
7 Brew Coffee	Brakes Plus
Popeyes Chicken -Car Wash	

### 2. **Marketing/Networking:**

- The Quarterly Economic Development Newsletter was distributed in October. The next edition will be released in January. There are currently 335 subscribers.
- The ED Marketing Plan is being updated in preparation for a new marketing campaign.
- The Local and Regional Data Report is currently being updated and will be posted to the ED website.
- Continuing to build momentum by expanding online outreach and supporting the local business community.
- Marketing materials prepared for ICSC@Red River.
- Spotlight Videos completed: Gypsy Cowgirl, Uptown Rail Brewery, and BnB Stone.
- A full-page ad will be published in the Dallas Economic Development Guide.

### 3. **Professional Development / Training**

- Attended TEDC Annual conference that was held in San Antonio (Shani)
  - Officially graduated from the Certified Texas Economic Developer Certification Program
- Attended TEDC Basic Economic Development Course (Morgan)
  - Received BEDC certificate.
- Attended Office of the Governor Small Business Summit hosted by Denton (Shani)
- Attended Denton County economic developers quarterly meet up hosted by the City of Denton (Shani & Morgan)
- Attended the Chamber monthly board meetings (Shani & Morgan)
- Attended the Chamber monthly luncheon (Shani & Morgan)
- Attended the Texas Workforce Roundtable Luncheon (Morgan)
- TEDC Sales and Use Tax Workshop (virtual) December 1-15 (Shani & Morgan)
- SEDC Emerging Leaders Conference December 8-10 (Morgan)

### 4. **Other Updates:**

- Sanger Education Foundation 2026 Annual Gala will be held on March 20, 2026.

### **Important Dates**

- December 24 – City Offices Closed
- December 25 – City Offices Closed
- January 1 – City Offices Closed

\*\*December 26 and January 2 – Director out of office