

CITY COUNCIL

MEETING AGENDA

DECEMBER 18, 2023, 6:00 PM

CITY COUNCIL REGULAR MEETING

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



CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

DISCUSSION ITEMS

1. Discussion on a contract with MHS Planning & Design for the conceptual design of the proposed Downtown Park in an amount not to exceed \$63,550.00.

2. Discussion regarding issuing an official request for the expansion of the Sanger North Substation to Brazos Electric Cooperative and the execution of all necessary documents between parties for feasibility.

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

ADJOURN THE WORK SESSION

**The Regular Meeting will begin following the Work Session
but not earlier than 7:00 p.m.**

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

INVOCATION AND PLEDGE

CITIZENS COMMENTS

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

CONSENT AGENDA

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

- [3.](#) Consideration and possible action on the minutes from the December 4, 2023, meeting.
- [4.](#) Consideration and possible action on a contract with MHS Planning & Design for the conceptual design of the proposed Downtown Park in an amount not to exceed \$63,550.00, and authorize the City Manager to execute the contract.
- [5.](#) Consideration and possible action on a contract between the City of Sanger and the Sanger Area Chamber of Commerce for Hotel Occupancy Tax Funds.
- [6.](#) Consideration and possible action authorizing the City Manager to issue an official request for the expansion of the Sanger North Substation to Brazos Electric Cooperative and the execution of all necessary documents between parties for feasibility.

FUTURE AGENDA ITEMS

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

INFORMATIONAL ITEMS

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

- [7.](#) Atmos - Rider GCR Rate Filing Docket 10170 11-29-23
- [8.](#) Change Orders executed by the City Manager's Office

ADJOURN

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

CERTIFICATION

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on December 14, 2023, at 11:30 AM.

/s/Kelly Edwards

Kelly Edwards, City Secretary

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



CITY COUNCIL COMMUNICATION

DATE: December 18, 2023

FROM: Ryan Nolting, Parks & Recreation Director
Shani Bradshaw, Director of Economic Development

AGENDA ITEM: Discussion on a contract with MHS Planning & Design for the conceptual design of the proposed Downtown Park in an amount not to exceed \$63,550.00.

SUMMARY:

- The Sanger 2040 Comprehensive Plan identifies a new park in Downtown Sanger.
- August 21, City Council approved an RFQ for Conceptual Design for a new Downtown Park.
- Utilization of design services will allow for a more comprehensive and customized plan for a future downtown park.
- The Sanger Development Corporation (4B) has allocated funding for the conceptual design services.
- November 6, City Council selected MHS planning & Design as the most qualified to perform the task.

FISCAL INFORMATION:

Budgeted: Yes

Amount: \$63,550.00

GL Account: 76-5430

RECOMMENDED MOTION OR ACTION:

Discussion only

ATTACHMENTS:

- City Council Communication
- MHS - Contract
- Exhibit A – RFQ for a New Downtown Park
- Exhibit B – MHS response to RFQ.

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is entered into this 8 day of December, 2023 by and between **MHS Planning and Design, LLC** (PROFESSIONAL) and the **CITY OF SANGER, TEXAS**, a municipal corporation of the State of Texas ("CITY"). For convenience, the PROFESSIONAL and the CITY may sometimes be referred to herein collectively as "parties" and individually as a "party."

WITNESSETH

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

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

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

1. Employment of PROFESSIONAL.

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

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

- (c) PROFESSIONAL will be responsible for supplying all tools and equipment necessary for PROFESSIONAL to provide the services set forth in Exhibit "A" attached hereto.
2. **Compensation.** CITY agrees to pay PROFESSIONAL the fees set forth in Exhibit "A" attached hereto. Within fifteen (15) days of the end of the month within which services were rendered, PROFESSIONAL shall provide City an invoice specifying the services provided during the previous month and the total amount owed by City. Payment will be made by CITY within thirty (30) days of receipt of an invoice from PROFESSIONAL.
 3. **Changes.** CITY may, from time to time require changes in the scope of services of PROFESSIONAL to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and PROFESSIONAL, shall be incorporated in written amendment to this Agreement.
 4. **Services and Materials to be Furnished by CITY.** CITY shall furnish PROFESSIONAL with all available information and data PROFESSIONAL requests pertinent to the execution of this Agreement. CITY shall cooperate with PROFESSIONAL in carrying out the work herein and shall provide adequate staff for liaison with PROFESSIONAL.
 5. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by PROFESSIONAL for which PROFESSIONAL has been compensated pursuant to this Agreement shall be the property of CITY. PROFESSIONAL will deliver to CITY copies of the prepared documents and materials. PROFESSIONAL shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. PROFESSIONAL may make copies of any and all such documents and items and retain same for its files. PROFESSIONAL shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than PROFESSIONAL subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
 6. **Term and Termination of Agreement.** This agreement will be for a period of 6 Months beginning on December 18, 2023, and expiring on June 18, 2024. Either party may terminate this agreement at any time by providing thirty (30) days' written notice to the other party.
 7. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Sanger
Attention: John Noblitt
P.O. Box 1729
Sanger, TX 76266

And send a courtesy copy by email to:
jnoblitt@sangertexas.org

In case of Vendor, to:
Dshipp@mshplanning.com

And send a courtesy copy by email to:

Notwithstanding the foregoing, ordinary communications may be sent by electronic mail to the designated representatives of the City and Vendor.

- 8. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control, then Exhibit A CITY’S Request for Qualifications, then Exhibit B PROFESSIONAL’S Response to the Request for Qualifications. This Agreement may not be subsequently modified except by a writing signed by both parties.
- 9. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than PROFESSIONAL.
- 10. **Final Decisions.** Serving as a PROFESSIONAL to CITY, PROFESSIONAL shall advise all parties that final decisions shall be made by the City Council and/or City Manager.
- 11. **Indemnification.** PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE

NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBPROFESSIONAL OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND PROFESSIONAL WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

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

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

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

PROFESSIONAL shall provide CITY with proof of insurance required hereunder prior to commencing work for CITY and CITY shall be named as an additional insured on the policy. PROFESSIONAL shall provide CITY with written notice of any coverage limit change on the insurance. Such policies shall name CITY, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against CITY. PROFESSIONAL shall insure that all subcontractors comply with the same insurance requirements.

13. **Client Objection to Personnel.** If at any time after entering into this Agreement, CITY has any reasonable objection to any of PROFESSIONAL's personnel, or any personnel, professionals and/or consultants retained by PROFESSIONAL, PROFESSIONAL shall promptly propose substitutes to whom CITY has no reasonable objection, and PROFESSIONAL's compensation shall be equitably adjusted to reflect any difference in

PROFESSIONAL's costs occasioned by such substitution.

14. **Timeliness of Performance.** PROFESSIONAL shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
15. **Personnel.** All of the services required hereunder will be performed by PROFESSIONAL or under PROFESSIONAL's supervision, and all personnel engaged in the work shall be qualified to perform such services.
16. **Independent Contractor.** In performing the services under this Agreement, PROFESSIONAL is acting as an independent contractor. No term or provision hereof be construed as making PROFESSIONAL the agent, servant, or employee of CITY or as creating a partnership or joint venture relationship between PROFESSIONAL and CITY.
17. **Assignability.** The parties hereby agree that PROFESSIONAL may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.
18. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
19. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.
20. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY and PROFESSIONAL, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either CITY or PROFESSIONAL.
21. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
22. **Conflicts of Interest.** By signature of this Agreement, PROFESSIONAL warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of CITY. PROFESSIONAL further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. PROFESSIONAL warrants that it has submitted to CITY a completed Conflicts of Interest Questionnaire as

required by Chapter 176 of the Texas Local Government Code.

23. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.
24. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

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

CITY OF _____, TEXAS

By: _____
Print Name: _____
Title: _____

Approved as to Form

Hugh Coleman
City Attorney
City of Sanger

MHS Planning & Design

[PROFESSIONAL'S NAME]

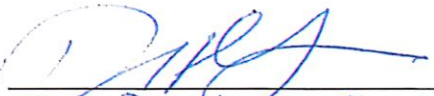
By: 
Print Name: David B. Shipp
Title: Sr. Landscape Architect

EXHIBIT A: CITY REQUEST FOR QUALIFICATIONS

EXHIBIT B: RESPONSE TO REQUEST FOR QUALIFICATIONS



CITY COUNCIL COMMUNICATION

DATE: December 18, 2023

FROM: Alina Ciocan, Assistant City Manager

AGENDA ITEM: Discussion regarding issuing an official request for the expansion of the Sanger North Substation to Brazos Electric Cooperative and the execution of all necessary documents between parties for feasibility.

SUMMARY:

- Staff has had preliminary discussions with Brazos Electric Cooperative regarding expansion of the Sanger North Substation to accommodate future growth within Sanger Electric's CCN. The next step in the process is to submit an official request to Brazos Electric.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

None



CITY COUNCIL COMMUNICATION

DATE: December 18, 2023

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the December 4, 2023, meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the December 4, 2023, meeting.

ATTACHMENTS:

City Council minutes

CITY COUNCIL MEETING MINUTES



DECEMBER 04, 2023, 6:00 PM

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

CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

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

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

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

EXECUTIVE SESSION

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

Section 551.071. CONSULTATION WITH ATTORNEY

For deliberations regarding legal (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- Kamy Real Property Trust Vs. City Of Sanger, No. 23-10112-467
- City of Camden, et al. v. E.I. DuPont de Nemours and Company, et al., No. 2:23-cv-03230-RMG

Section 551.086. CERTAIN PUBLIC POWER UTILITIES: COMPETITIVE MATTERS.

- For deliberations regarding AEP Energy Partners.

Council convened into executive session at 6:02 p.m.

RECONVENE INTO WORK SESSION

Council reconvened into open session at 6:51 p.m.

No action taken.

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

Discussion ensued regarding Item 3 of the consent agenda.

Director Bolz provided an overview of the necessary repair to Well No. 7.

Discussion ensued regarding Items 4 & 5 of the consent agenda.

City Manager Noblitt stated the agreements are the standard Interlocals with Denton County and provided the amount of change per call.

Discussion ensued regarding Item 6 of the consent agenda.

Councilmember Dillon asked about the reporting requirements.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 6:59 p.m.

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

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

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

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

INVOCATION AND PLEDGE

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

CITIZENS COMMENTS

No one addressed the Council.

CONSENT AGENDA

1. Consideration and possible action on the minutes from the November 6, 2023, meeting.
2. Consideration and possible action on the purchase of a sewer jetter truck for the Water Department in the amount of \$177,047.24 from Southwest International Trucks, Inc.
3. Consideration and possible action on Resolution 2023-17 to ratify approval of a contract for the emergency repair of water Well No. 7; making finds of an emergency exempting the contract from the requirements of competitive bidding under Chapter 252 of the Texas Local Government code; and authorize City Manager to execute said contract.
4. Consideration and possible action on the 2023-2024 Interlocal Cooperation Agreement Fire Protection Services between Denton County and the City of Sanger, Denton County, Texas and authorize the Mayor or City Manager to execute the agreement.
5. Consideration and possible action on the 2023-2024 Interlocal Cooperation Agreement Ambulance Services between Denton County and the City of Sanger, Denton County, Texas and authorize the Mayor or City Manager to execute the agreement.
6. Consideration and possible action on a contract with Republic Services for solid waste and recycling services and authorizing the City Manager to execute the contract and all necessary documents.

Mayor Muir removed Item 1 of the consent agenda for a separate vote.

Motion to approve Items 2-6 made by Councilmember Bilyeu, Seconded by Councilmember Dillon.

Voting Yea: Councilmember Barrett, Councilmember Chick, and Councilmember Gann.
Motion passed unanimously.

Motion to approve Item 1 made by Councilmember Barrett, Seconded by Councilmember Gann. Voting Yea: Councilmember Bilyeu and Councilmember Gann.
Abstaining: Councilmember Dillon
Motion passed unanimously.

FUTURE AGENDA ITEMS

Councilmember Barrett would like an overview of the All American Dogs service agreement.

City Manager Noblitt stated Staff would provide an update and report regarding the Senior Center.

EXECUTIVE SESSION

Council did not reconvene into Executive Session.

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

Section 551.071. CONSULTATION WITH ATTORNEY For deliberations regarding legal (A) pending or contemplated litigation; or (B) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

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Section 551.086. CERTAIN PUBLIC POWER UTILITIES: COMPETITIVE MATTERS.

- For deliberations regarding AEP Energy Partners.

RECONVENE INTO REGULAR SESSION

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 7:06 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: December 18, 2023

FROM: Ryan Nolting, Parks & Recreation Director
Shani Bradshaw, Director of Economic Development

AGENDA ITEM: Consideration and possible action on a contract with MHS Planning & Design for the conceptual design of the proposed Downtown Park in an amount not to exceed \$63,550.00, and authorize the City Manager to execute the contract.

SUMMARY:

- The Sanger 2040 Comprehensive Plan identifies a new park in Downtown Sanger.
- August 21, City Council approved an RFQ for Conceptual Design for a new Downtown Park.
- Utilization of design services will allow for a more comprehensive and customized plan for a future downtown park.
- The Sanger Development Corporation (4B) has allocated funding for the conceptual design services.
- November 6, City Council selected MHS planning & Design as the most qualified to perform the task.

FISCAL INFORMATION:

Budgeted: Yes

Amount: \$63,550.00

GL Account: 76-5430

RECOMMENDED MOTION OR ACTION:

Discussion only

ATTACHMENTS:

- City Council Communication
- MHS - Contract
- Exhibit A – RFQ for a New Downtown Park
- Exhibit B – MHS response to RFQ.

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

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In case of the City, to:

City of Sanger
Attention: John Noblitt
P.O. Box 1729
Sanger, TX 76266

And send a courtesy copy by email to:
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In case of Vendor, to:
Dshipp@mshplanning.com

And send a courtesy copy by email to:

Notwithstanding the foregoing, ordinary communications may be sent by electronic mail to the designated representatives of the City and Vendor.

- 8. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control, then Exhibit A CITY’S Request for Qualifications, then Exhibit B PROFESSIONAL’S Response to the Request for Qualifications. This Agreement may not be subsequently modified except by a writing signed by both parties.
- 9. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than PROFESSIONAL.
- 10. **Final Decisions.** Serving as a PROFESSIONAL to CITY, PROFESSIONAL shall advise all parties that final decisions shall be made by the City Council and/or City Manager.
- 11. **Indemnification.** PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE

NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBPROFESSIONAL OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND PROFESSIONAL WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

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

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

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

PROFESSIONAL shall provide CITY with proof of insurance required hereunder prior to commencing work for CITY and CITY shall be named as an additional insured on the policy. PROFESSIONAL shall provide CITY with written notice of any coverage limit change on the insurance. Such policies shall name CITY, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against CITY. PROFESSIONAL shall insure that all subcontractors comply with the same insurance requirements.

13. **Client Objection to Personnel.** If at any time after entering into this Agreement, CITY has any reasonable objection to any of PROFESSIONAL's personnel, or any personnel, professionals and/or consultants retained by PROFESSIONAL, PROFESSIONAL shall promptly propose substitutes to whom CITY has no reasonable objection, and PROFESSIONAL's compensation shall be equitably adjusted to reflect any difference in

PROFESSIONAL's costs occasioned by such substitution.

14. **Timeliness of Performance.** PROFESSIONAL shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
15. **Personnel.** All of the services required hereunder will be performed by PROFESSIONAL or under PROFESSIONAL's supervision, and all personnel engaged in the work shall be qualified to perform such services.
16. **Independent Contractor.** In performing the services under this Agreement, PROFESSIONAL is acting as an independent contractor. No term or provision hereof be construed as making PROFESSIONAL the agent, servant, or employee of CITY or as creating a partnership or joint venture relationship between PROFESSIONAL and CITY.
17. **Assignability.** The parties hereby agree that PROFESSIONAL may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.
18. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
19. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.
20. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY and PROFESSIONAL, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either CITY or PROFESSIONAL.
21. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
22. **Conflicts of Interest.** By signature of this Agreement, PROFESSIONAL warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of CITY. PROFESSIONAL further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. PROFESSIONAL warrants that it has submitted to CITY a completed Conflicts of Interest Questionnaire as

required by Chapter 176 of the Texas Local Government Code.

23. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.
24. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

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

CITY OF _____, TEXAS

By: _____
Print Name: _____
Title: _____

Approved as to Form

Hugh Coleman
City Attorney
City of Sanger

MHS Planning & Design

[PROFESSIONAL'S NAME]


By: 
Print Name: David B. Shipp
Title: Sr. Landscape Architect

EXHIBIT A: CITY REQUEST FOR QUALIFICATIONS

EXHIBIT B: RESPONSE TO REQUEST FOR QUALIFICATIONS



SANGER CITY COUNCIL COMMUNICATION

DATE: December 18, 2023

FROM: Shani Bradshaw, Director of Economic Development

AGENDA ITEM: Consideration and possible action on a contract between the City of Sanger and the Sanger Area Chamber of Commerce for Hotel Occupancy Tax Funds.

SUMMARY:

- The proposed Annual Service Contract with the Sanger Area Chamber of Commerce will be from October 1, 2023, through September 30, 2024.
- City agrees to pay up to fifty percent (50%) of the City's Hotel Occupancy Tax Funds, not to exceed \$3,500 per quarter.
- Chamber uses these funds for:
 - Maintaining a tourist information center
 - Providing promotional and tourist advertising of the City and its vicinity
 - Solicitation and operating programs to attract visitors to the City
- Attached is the Annual Budget that details the activities the Chamber will conduct in 2023-2024.

FISCAL INFORMATION:

Budgeted: YES

Amount: \$14,000

GL Account: 050-50-5420

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

Sanger Request Letter and Annual Budget
Service Contract



Sanger Area Chamber of Commerce
300 Bolivar St., Sanger, TX 76266
940.458.7702

December 5, 2023

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

Mr. Noblitt,

The Sanger Area Chamber of Commerce is dedicated to enhancing and strengthening the Sanger area business community by promoting a thriving business environment. The Chamber is very appreciative of the ongoing partnership with the City of Sanger.

Over the past year, the Sanger Area Chamber of Commerce has made considerable progress towards keeping our goals and accomplishing our mission. This is evident by the following:

- Providing City of Sanger information such as maps and community guide, to the Texas Travel and Tourism Centers in Gainesville, Waskom and Texarkana, TX
- Joining Texas Downtown Association, Gainesville and Denton Chamber of Commerce and attending several different events promoting City of Sanger.
- Providing Welcome Packets to not only all new businesses but new residents as well.
- Over the past year (October 1, 2022 – November 30, 2023), the chamber has increased the membership by 10.7% (47 new members). We now have a total of 164 active members. We did see a drop in membership of 39 businesses. Those losses were the result of the business closing or moving out of the area. The Chamber has actively been encouraging Sanger businesses to not only participate in Chamber events but also in City & School events.
- Consistently promoting the Sanger area through various social media channels and the monthly newsletter.
- Increase in events to encourage more community growth and gratification. We have incorporated new events such as Festival of Trees into our yearly event schedule.
- We are now experiencing a larger amount of pedestrian traffic downtown, especially with the new businesses opening up. We are having more ribbon cuttings and/or anniversary celebrations for various new/old businesses. This helps to improve the business community appreciation. The Ambassador program has definitely helped to encourage more business owners to become more active and visible in chamber and city events.
- We are continuing to incorporate more and diverse types of vendors as well as new activities such as dog costume contest; beard contest; hula hoop contest and many more different activities into the Sellabration venue in an effort to increase attendance from not only the local surrounding area but throughout Texas and Southern Oklahoma as well. We have also increased the advertising of this event through avenues such as



Sanger Area Chamber of Commerce
300 Bolivar St., Sanger, TX 76266
940.458.7702

Festivals of Texas; Texas Highway Events; Co-Serv Power magazine; Denton Record Chronicle; DFW Craft Fairs, etc. The 2023 Sellabration attendance was estimated to be over 2,500 but that was a huge difference than 2022. We had over 140 registered vendors but only 93 vendors showed up and stayed. The loss of vendors and attendance was attributed to the cold rain we had that day. We already have 16 vendors who have signed up for the 2024 Sellabration events. In 2024, we are anticipating well over 175 vendors resulting in the largest Sellabration event ever.

- We have been adding to the savings account every month by making a 10% deposit of the monthly revenue. The savings account was established to help with building/facility maintenance and unanticipated expenditures.
- Chamber goals moving forward are:
 - Because the consistent expenses are 78% of the budget and the consistent income is only 42% (hotel tax and membership), we realize that we need to increase membership revenue which is why the board will be planning more events that are membership retention and increase driven. Those events will be educational, motivational and knowledge type events held on a monthly and/or quarterly basis.
 - Continue to have the ambassador program work towards increasing membership revenue by doing more site visits, sending out anniversary cards, FB recognition posts, etc.
- Continued City of Sanger support = continued growth and progress for all of Sanger

We respectfully request that the City of Sanger continues to provide funding at the same level as 2022-2023 which was to fifty percent (50%) of the City's Hotel Occupancy Tax funds, not to exceed Three Thousand Five Hundred Dollars (\$3,500.00) per Quarter. This contribution will allow the Chamber to continue to offer activities that are consistent with the economic and community development goals of the City of Sanger.

Attached is the Annual Budget that details the activities the Sanger Area of Chamber will conduct in 2023-2024. The Chamber staff/board will be more than happy to answer any questions you might have.

We truly value the City of Sanger's partnership and support.

Sincerely,

Amanda Gibson
President

cc: Sanger Chamber Board of Directors

SANGER AREA CHAMBER OF COMMERCE		
APPROVED BUDGET FISCAL YEAR 2023-2024		
Fund Description and Responsibilities		
<p>The Sanger Area Chamber of Commerce is funded by membership dues, events and City of Sanger Hotel Occupancy Tax funds. All funds are utilized to maintain a facility and administrative management; conduct events that attract not only local residents but tourist from all over Texas & surrounding states; and promotes City of Sanger as well</p>		
Income Summary	2023 Budget	2024 Budget
Membership Dues	\$ 23,000.00	\$ 25,000.00
City Hotel Occupancy Tax	\$ 14,000.00	\$ 14,000.00
Events - REVISED	\$ 60,225.00	\$ 60,225.00
Total Income	\$ 97,225.00	\$ 99,225.00
Expenditure Summary	2023 Budget	2024 Budget
Event Expenses	\$ 22,000.00	\$ 23,800.00
Payroll Expense	\$ 39,500.00	\$ 39,500.00
Supplies/Operations	\$ 19,300.00	\$ 20,300.00
Utilities	\$ 5,400.00	\$ 5,400.00
Total Expenditures	\$ 86,200.00	\$ 89,000.00
Revenue (Profit)	\$ 11,025.00	\$ 10,225.00

**SANGER AREA CHAMBER OF COMMERCE
PROPOSED BUDGET FISCAL YEAR 2023-2024**

COMMENTS

INCOME	2023 BUDGET	REVISED PER BOARD MTG	2024 PROPOSED
Membership	\$ 23,000.00	\$ 23,000.00	\$ 25,000.00
Hotel Occupancy Tax	\$ 14,000.00	\$ 14,000.00	\$ 14,000.00
Events			
Award Banquet	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
Business Luncheon	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Business over Breakfast	\$ 500.00	\$ 1,725.00	\$ 1,725.00
Holiday Stroll	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
Mixer/Game Night	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
Sellabration	\$ 35,000.00	\$ 40,000.00	\$ 40,000.00
Vaccination Clinic	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Wrestling	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00
Events TOTAL	\$ 50,000.00	\$ 60,225.00	\$ 60,225.00
TOTAL INCOME	\$ 87,000.00	\$ 97,225.00	\$ 99,225.00

Increase in table & ticket prices

Revised sponsorships - 7 months @ \$175 and 5 months @ \$100

Revised due to sponsorship increase and ticket sale increase

Increase in vendor booth prices

Revised due to sponsorship increase and ticket sale increase

EXPENDITURES			
EVENT EXPENSES			
Award Banquet	\$ 1,200.00		\$ 1,500.00
Business Luncheon	\$ 4,000.00		\$ 5,000.00
Business over Breakfast	\$ 700.00		\$ 700.00
Holiday Stroll	\$ 1,500.00		\$ 1,500.00
Mixer/Game Night	\$ 500.00		\$ 500.00
Sellabration	\$ 10,000.00		\$ 10,000.00
Vaccination Clinic	\$ 100.00		\$ 100.00
Wrestling	\$ 4,000.00		\$ 4,500.00
TOTAL EVENT EXPENSES	\$ 22,000.00		\$ 23,800.00

PAYROLL EXPENSE

Salary (Administrator)	\$	32,000.00		\$	32,000.00
FICA/SUTA/MC/TWC	\$	7,500.00		\$	7,500.00
TOTAL PAYROLL EXPENSE	\$	39,500.00		\$	39,500.00

SUPPLIES & OPERATIONS

Office Supplies	\$	3,000.00		\$	4,000.00
Marketing and Promotion	\$	1,000.00		\$	1,000.00
Dues and Subscriptions	\$	1,500.00		\$	1,500.00
IT Software/Hardware (Chambermaster)	\$	5,000.00		\$	5,000.00
Maintenance/Furniture/Fixtures	\$	500.00		\$	500.00
Fees/Charges	\$	1,500.00		\$	1,500.00
Technical & Software Support/Web Page	\$	1,000.00		\$	1,000.00
Travel & Meetings (Training/Conferences)	\$	500.00		\$	500.00
Facility / D&O Insurance	\$	3,500.00		\$	3,500.00
Custodial Services	\$	1,800.00		\$	1,800.00
TOTAL SUPPLIES & OPERATIONS	\$	19,300.00		\$	20,300.00

UTILITIES

City Utilities	\$	3,200.00		\$	3,200.00
Telephone/Internet	\$	1,000.00		\$	1,000.00
Gas	\$	1,000.00		\$	1,000.00
Pest Control	\$	200.00		\$	200.00
TOTAL UTILITIES	\$	5,400.00		\$	5,400.00

TOTAL EXPENDITURES	\$	86,200.00		\$	89,000.00
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THE STATE OF TEXAS §

COUNTY OF DENTON §

THIS CONTRACT, is entered into on this the 18th day of December, 2023, by and between the City of Sanger, Texas, a Municipal Corporation, hereinafter called “City”, and the Sanger Area Chamber of Commerce, a Texas nonprofit corporation, hereinafter called “Chamber”, upon the following terms and conditions:

WITNESSETH

SECTION 1

Funding and Scope of Services

The City agrees to pay to the Chamber up to fifty percent (50%) of the City’s quarterly Hotel Occupancy Tax receipts from the preceding calendar quarter, not to exceed Three Thousand Five Hundred Dollars (\$3,500.00) per Quarter. The Chamber will use said funds solely for: (a) Maintaining a tourist information center; (b) Providing general promotional and tourist advertising of the City and its vicinity; and, (c) Conducting a solicitation and operating program to attract conventions and visitors to the City (the “Services”). Quarterly payments shall be made by the City to the Chamber within twenty (20) days of receiving the quarterly tax payment.

SECTION 2

Public Purposes

In approving and authorizing the execution of this Contract, the City Council of the City of Sanger, Texas does hereby find and determine that the provision by the Chamber of the services for the public purposes set forth herein-above, and the ministerial and administrative work related to the provisions of such services and the expenditure of the funds provided by the City for such purposes, are in the public interest and beneficial to the City and its inhabitants, and furthermore, that said funds can be better expended and said public purposes more effectively accomplished through the Chamber, acting through its Board of Directors with facilities, officers and employees skilled and experienced in said services, by means of this Contract.

SECTION 3

Terms and Conditions

In connection with the funds to be paid by the City to the Chamber under the terms of this Contract, the following terms and conditions shall apply:

- (a) The use and expenditure of such funds shall be only as authorized by Section 351.101 of the Texas Tax Code and be subject to the allocation of revenue as provided for in Section 351.103 of the Texas Tax Code.
- (b) Before September 30 of each year during the term of this Contract, the Chamber shall submit and present an Annual Budget to the City Council. The Annual Budget must detail how City funds will be used to provide the services. Said presentation shall be made to the City Council by a representative of the Chamber of the Board. The Chamber shall notify the City in writing of any material changes made to the Annual Budget within thirty (30) days of making a change. The Chamber shall submit to the

City quarterly reports listing the expenditures made by the Chamber with revenue from the Hotel Occupancy Tax as authorized herein.

- (c) The Chamber shall comply with Chapter 551 of the Texas Government Code known as the Texas Open Meeting Act and Chapter 552 of the Texas Government Code known as the Texas Open Records Act as they apply to the use of public funds by the Chamber.
- (d) The Chamber shall maintain records that accurately identify the receipt and expenditure of all revenue received by the City and shall make available to the City and its Auditor all of its books and records relative to the funds paid to the Chamber by the City under this Contract. All said records shall be retained by the Chamber for a period of five (5) years after all performance requirements are achieved for audit purposes until such audits or other administrative inquiries or open record requests are completed. The Chamber agrees to maintain the records in an accessible location.

SECTION 4

Term

The term of this Contract shall be from October 1, 2023, until September 30, 2024. This Contract may be extended by mutual consent of the parties. This Contract may be terminated, at any time by either party by giving thirty (30) days' written notice to the other party. If this Contract is terminated the last and final quarterly payment shall be prorated based on the termination date.

SECTION 5

Default

If it is found by the City or any other party that the Chamber has knowingly or unknowingly improperly expended Hotel Occupancy Tax Funds, it shall be considered a material breach of this Contract. The City shall notify the Chamber in writing of the breach. The Chamber shall have ten (10) calendar days to cure the breach or return the improperly expended funds to the City. Until the breach is cured or the funds are returned to the City, the City will be under no obligation to continue quarterly payments to the Chamber. If the breach is not cured and/or funds are not returned to the City by the Chamber within the ten (10) day cure period, this Contract shall be considered automatically terminated and no further funds shall be given by the City to the Chamber. However, in the event of termination, the City reserves the right to pursue the return of improperly expended funds from the Chamber by any and all legal means.

SECTION 6

Severability

If any provision of this Contract is found to be invalid or unenforceable by a court of competent jurisdiction, then the invalid provision will be deemed to be deleted from the Contract and the remainder of this Contract will continue to be valid and in full force and effect. This Contract shall be governed by and construed in accordance with the Laws of the State of Texas.

SECTION 7
Independent Contractor

The relationship of the Chamber under the Terms and Conditions of this Contract shall be that of an independent Contractor of the City. Relative thereto, the City shall not be liable for any claims or demands for damages, monetary or otherwise, that may grow out of or arise from the Chamber’s actions in carrying out its duties under the terms of this Contract, and the

Chamber does hereby agree and shall hold the City harmless from and indemnify it against all such claims and demands.

SECTION 8
Entire Contract

The foregoing sets forth the entire Contract between the parties hereto, superseding all oral or written previous and contemporaneous contracts between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written amendment executed by each of the parties.

SECTION 9
Headings

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

APPROVED and ADOPTED by the Sanger Area Chamber of Commerce this 18th day of December, 2023.

Signed: _____
Amanda Gibson, President

Attest: _____
Debbie Reaves, Chamber Administrator

APPROVED and ADOPTED by the Sanger, Texas City Council on the 18th day of December 2023.

Approved: _____
Thomas E. Muir, Mayor

Attest: _____
Kelly Edwards, City Secretary

Approved as to form: _____
Hugh Coleman, City Attorney



CITY COUNCIL COMMUNICATION

DATE: December 18, 2023

FROM: Alina Ciocan, Assistant City Manager

AGENDA ITEM: Consideration and possible action authorizing the City Manager to issue an official request for the expansion of the Sanger North Substation to Brazos Electric Cooperative and the execution of all necessary documents between parties for feasibility.

SUMMARY:

- Staff has had preliminary discussions with Brazos Electric Cooperative regarding potential expansion of the Sanger North Substation to accommodate future growth within Sanger Electric's CCN. The next step in the process is to submit an official request to Brazos Electric.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

None



Chris Felan
Vice President
Rates & Regulatory Affairs

November 29, 2023

City Official

Re: Rider GCR - Rate Filing under Docket No. 10170

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the December 2023 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Chris Felan".

Chris Felan
Vice President, Rates and Regulatory Affairs
Atmos Energy, Mid-Tex Division

Attachment

ATMOS ENERGY CORPORATION
 MID-TEX DIVISION
 STATEMENT OF RIDER GCR
December, 2023
 PREPARED IN ACCORDANCE WITH
 GAS UTILITIES DOCKET NO. 10170

Part (a) - Mid-Tex Commodity Costs

Line	(a)	(b)			
1	Estimated Gas Cost per Unit:	\$0.25018			
2	Estimated City Gate Deliveries:	231,689,420			
3	Estimated Gas Cost:	<u>\$57,964,059</u>			
4	Lost and Unaccounted For Gas %	2.5932%			
5	Estimated Lost and Unaccounted for Gas	\$1,503,124			
6	Total Estimated City Gate Gas Cost:	<u>\$59,467,183</u>			
7	Estimated Sales Volume:	<u>182,973,550</u>			
8	Estimated Gas Cost Factor - (EGCF)	<u>0.32500</u>			
9	Reconciliation Factor - (RF):	(0.00959)			
10	Taxes (TXS):	0.00000			
11	Adjustment - (ADJ):	<u>0.00000</u>			
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.31541	per Ccf	Btu Factor 0.1024	Per MMBtu \$3.0802
13	Customer Rate Relief - (CRR) (Non-Taxable)	0.11000	per Ccf	0.1024	\$1.0742

Part (b) - Pipeline Services Costs

Line	(a)	(b)	(c)	(d)	(e)
			Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service Rate T - Transportation ¹
	<u>Fixed Costs</u>				
14	Fixed Costs Allocation Factors [Set by GUD 10170]	100.0000%	64.3027%	30.5476%	5.1497%
15	a. Current Month Fixed Costs of Pipeline Services	\$51,835,403	33,331,565	15,834,471	2,669,367
16	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
17	Net Fixed Costs	<u>\$51,835,403</u>	<u>\$33,331,565</u>	<u>\$15,834,471</u>	<u>\$2,669,367</u>
	<u>Commodity Costs</u>				
18	a. Estimated Commodity Cost of Pipeline Services	\$3,414,595	2,092,075	1,032,439	290,081
19	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
20	Net Commodity Cost of Pipeline Services	<u>\$3,414,595</u>	<u>\$2,092,075</u>	<u>\$1,032,439</u>	<u>\$290,081</u>
21	Total Estimated Pipeline Costs (Line 16 + Line 19)	\$55,249,998	\$35,423,640	\$16,866,910	\$2,959,448
22	Estimated Billed Volumes		71,575,650 Ccf	47,650,860 Ccf	4,986,771 MMBtu
23	Pipeline Cost Factor (PCF) [Line 20 / Line 21] (Taxable)		0.49490 Ccf	0.35400 Ccf	\$0.5935 MMBtu
24	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)		0.31541 Ccf	0.31541 Ccf	\$3.0802 MMBtu
25	Customer Rate Relief - (CRR) (Non-Taxable)		0.11000 Ccf	0.11000 Ccf	\$1.0742 MMBtu
26	Rider GCR		<u>0.92031 Ccf</u>	<u>0.77941 Ccf</u>	<u>Rate I - \$4.7479 MMBtu</u>
27					<u>Rate T - \$0.5935 MMBtu</u>

¹ Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1024 is used to convert from Ccf.

City of Sanger Texas

Memo

To: City Council
From: John Noblitt, City Manager
cc: N/A
Date: 12/11/23
Re: Change Order

My office executed the following change orders:

- Power-D Utility Services LLC Supplement Number 1
 - Executed November 27, 2023.
 - Additional staking of project.
 - Original staking damaged by the cultivation of the area.
 - Net contract increases by \$2,500.00.
 - Original contract amount - \$78,050.00.
 - New contract amount, reflecting Supplement Number 1 - \$80,550.00.

- First Choice Christmas Lights Change Order Number 1
 - Executed November 28, 2023.
 - Additional lighting for four tree canopies downtown.
 - Net contract increases by \$5,600.00.
 - Original contract amount - \$51,710.00.
 - New contract amount, reflecting Change Order Number 1 - \$57,310.00.