

CITY COUNCIL

MEETING AGENDA

OCTOBER 20, 2025, 7:00 PM

CITY COUNCIL REGULAR MEETING

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



CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

INVOCATION AND PLEDGE

CITIZENS COMMENTS

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

REPORTS

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

1. Presentation of the Marketing Annual Report

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.

- [2.](#) Consideration and possible action on a transfer of an area of Certificate of Convenience and Necessity from Bolivar Water Supply Corporation to the City of Sanger for approximately 63.84 acres, located in the City of Sanger, and generally located on the northeast corner of the intersection of Belz Road and Metz Road and authorizing the City Manager to execute any necessary documents.
- [3.](#) Consideration and possible action to renew the annual mowing contract with D&D Commercial Landscape Management, and authorize the City Manager to execute said agreement.

4. Consideration and possible action on an Interlocal Agreement for Library Services between Denton County and the City of Sanger.
5. Consideration and possible action on the minutes from the October 6, 2025, meeting.

ACTION ITEMS

6. Consideration and possible action on Resolution 2025-18, to approve financing for the Post Oak School.

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. Rider GCR - Rate Filing under Docket No. OS-24-00019196 September 24, 2025

ADJOURN

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

CERTIFICATION

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

/s/Kelly Edwards
Kelly Edwards, City Secretary

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



CITY COUNCIL COMMUNICATION

DATE: October 20, 2025

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on a transfer of an area of Certificate of Convenience and Necessity from Bolivar Water Supply Corporation to the City of Sanger for approximately 63.84 acres, located in the City of Sanger, and generally located on the northeast corner of the intersection of Belz Road and Metz Road and authorizing the City Manager to execute any necessary documents.

SUMMARY:

- The Elada Public Improvement District No. 1 (PID-01) was approved by the City Council on 7-7-25. The CCN transfer was included as part of the Public Improvement District.
- Meritage Homes has proposed a water transfer from the Bolivar Water Supply Corporation to the City of Sanger.
- The water area will be developed as the Elada Addition and will create approximately 1000 single-family homes.
- This transfer allows for a guaranteed fire flow for fire protection.
- The agreement has been reviewed by legal.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

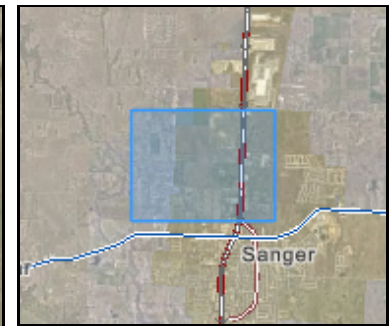
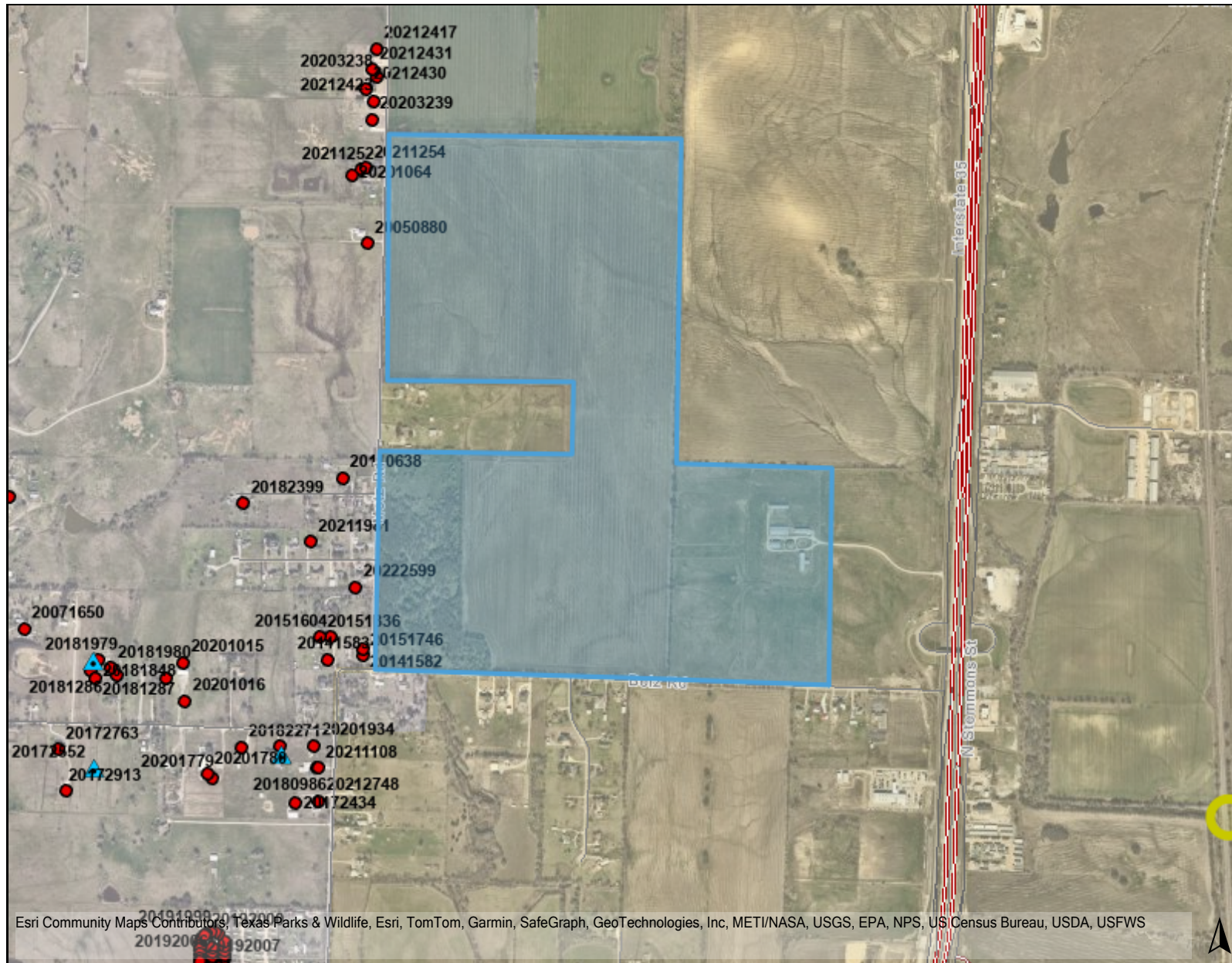
ATTACHMENTS:

Location Map

Water CCN Service Area Agreement

Denton County Landmark Map

Item 2.



Legend

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

Notes Location Map

Elada
Planned
Development



0 1500 3000
ft

<https://gis.dentoncounty.gov>

2/19/2025 8:15:29 PM

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

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

WATER CCN SERVICE AREA TRANSFER AGREEMENT

STATE OF TEXAS §

§

COUNTY OF DENTON §

This WATER CCN SERVICE AREA TRANSFER AGREEMENT (this "*Agreement*") is entered into by and between Bolivar Water Supply Corporation, a Texas non-profit water supply corporation ("*Bolivar WSC*") and the City of Sanger, Texas, a home rule municipality organized and existing under the laws of the State of Texas (the "*City*") to be effective as of the date this Agreement is fully executed (the "*Effective Date*") Bolivar WSC and the City are each referred to herein as a "*Party*" and are collectively referred to herein as the "*Parties*".

RECITALS

WHEREAS, Bolivar WSC is the holder of water Certificate of Convenience and Necessity ("CCN") No 11257 (the "**Bolivar WSC's Water CCN**"), the boundaries of which are partially within Denton County, Texas,

WHEREAS, the City is the holder of water CCN No 10196, the boundaries of which are entirely within Denton County, Texas (the "**City's Water CCN**"),

WHEREAS, Texas Water Code ("TWC") § 13.248 authorizes contracts between retail public utilities designating areas and customers to be served by those retail public utilities, when approved by the Public Utility Commission of Texas (the "**PUC**"),

WHEREAS, Bolivar WSC and the City are "retail public utilities", as such term is defined in TWC § 13 002(19), and their water CCN service area boundaries are adjacent to each other in certain locations,

WHEREAS, Meritage Homes of Texas, LLC, an Arizona limited liability company ("**Meritage**") is the developer of that certain approximate 306.36 acres of land in the municipal boundaries of the City in Denton County, Texas (the "**Meritage Property**"),

WHEREAS, approximately 63 acres of the Meritage Property are located within Bolivar WSC's Water CCN (the "**Meritage Transfer Tract**") which are more specifically depicted in Exhibit A, attached hereto and incorporated herein for all purposes,

WHEREAS, Meritage desires to obtain retail water service from the City for the Meritage Property and the City desires to provide retail water service to the Meritage Property,

WHEREAS, Bolivar WSC has never provided retail water service to the Meritage Property and Bolivar WSC is agreeable to the City providing retail water service to the Meritage Property, and

WHEREAS, the Parties desire to transfer the portion of Bolivar WSC's Water CCN service area that overlaps with the Meritage Transfer Tract to the City's Water CCN service area in accordance with the terms of this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, it is agreed as follows:

1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248, as more specifically described in Section 2 of this Agreement, and the intent of the Parties is in part to fully remove the Meritage Transfer Tract from the Bolivar WSC CCN service area, without leaving any strips or other pieces.
2. **Transfer.** Bolivar WSC agrees to transfer and convey to the City, and the City accepts from Bolivar WSC, the portion of the Bolivar WSC's Water CCN that overlaps with the Meritage Transfer Tract as shown in Exhibit A, and the Parties hereby agree to the modifications of the service area boundaries of their respective water CCNs, accordingly. The City, at its sole cost, shall prepare, file, and prosecute an application at the PUC under TWC § 13.248 to secure the PUC's approval of this Agreement and the transfer of the portion of Bolivar WSC's Water CCN service area that overlaps with the Meritage Transfer Tract to the boundaries of the City's Water CCN service area (the "*Application*"). Bolivar WSC agrees to cooperate in a timely manner with the City in advancing the Application, should the need arise, and the City agrees to keep Bolivar WSC apprised of the status of the Application. If the PUC denies the Application in whole or in part, or is unwilling to process the Application, then the Parties agree to implement an alternate approach in a reasonable amount of time that is substantially similar to and accomplishes the purposes of this Agreement.
3. **Compensation.** The Parties agree that each Party shall pay for its own costs in the preparation and implementation of this Agreement, except as provided in Section 2, herein. The Parties agree that no other compensation is due under this Agreement.
4. **Termination.** This Agreement shall only be terminated upon the mutual written agreement of all Parties.
5. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.
6. **Entire Agreement.** This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understanding, both written and oral, between the Parties with respect to the subject matter hereof.

7. **Notices.** All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows, unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein.

If to Bolivar WSC

Bolivar Water Supply Corporation
Attn: General Manager
P O Box 1006
Sanger, Texas 76266
Telephone (512) 990-4400 Ext 103
CC Polly J Kruger, Registered Agent
4551 FM 455 West, PO Box 1789
Sanger, Texas 76266

If to City

City of Sanger, Texas
Attn John Noblitt
P O Box 1729
Sanger, Texas
Telephone (940) 458-2059
CC Ramie Hamonds, Director of Development Services/Building Official
P O Box 1729
Sanger, Texas 76266
Telephone (940) 458-2059

Notice shall be effective only upon receipt by the Party being served, except notice shall be deemed and delivered and received seventy-two (72) hours after posting by the United States Post Office, by the method described above.

8. **Successors and Assigns.** This Agreement shall bind the Parties and their legal successors, but shall not otherwise be assignable by any Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
9. **Venue.** Actions taken by either Party in connection with this Agreement shall be deemed to have occurred in Denton County, Texas, and venue, either administrative or judicial, shall be proper and be exclusively in the state courts of Denton County.
10. **Recitals.** The above recitals are true and correct and are incorporated into this Agreement for all intents and purposes.
11. **Multiple Originals.** This Agreement may be executed in any number of counterparts, each of which shall be, for all purposes, deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument.

12. **Authority.** The Parties represent that the individuals named below are duly authorized to execute this Agreement on behalf of their respective Party.
13. **Enforceability.** The Parties agree that this Agreement constitutes the legal, valid, and binding obligation of each Party hereto, enforceable in accordance with its terms, and that each Party is entering into this Agreement in reliance upon the enforceability of this Agreement.
14. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in the full body of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

BOLIVAR WATER SUPPLY CORPORATION,
a Texas non-profit water supply corporation

By: B. Boaggs

Name: Brandi Boaggs

Title: General Manager

Date: 9-17-25

CITY OF SANGER, TEXAS,
a Texas home rule city

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

LEGAL DESCRIPTION

Being a 30.24 acre tract of land out of the H. Tierwester Survey, Abstract No. 1241, situated in the City of Sanger, Denton County, Texas, being a portion of a called 246.024 acre tract of land conveyed to PAC Group, Ltd. by deed of record in Document Number 2004-150424 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found at the intersection of Belz Road and Metz Road, being the southwest corner of said 246.024 acre tract;

THENCE, N00°47'46"E, along Metz Road and the west line of said 246.024 acre tract, a distance of 1,891.40 feet to a 1/2 inch iron rod found at the southwest corner of a called 10.00 acre tract of land conveyed to Geromino Polanco Jr. and Rosemarie Polanco by deed of record in Document Number 2015-127213 of said Official Records, being an exterior ell corner of said 246.024 acre tract;

THENCE, S89°04'37"E, leaving Metz Road, along the south line of said 10.00 acre tract and the common interior north line of said 246.024 acre tract, a distance of 694.92 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, S00°47'10"W, leaving the south line of said 10.00 acre tract, over and across said 246.024 acre tract, a distance of 1,899.27 feet to a mag nail set in Belz Road;

THENCE, N88°25'43"W, along Belz Road and the south line of said 246.024 acre tract, a distance of 695.31 feet to the **POINT OF BEGINNING**, and containing an area of 30.24 acres (1,317,405 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 1 OF 2

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas



EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009
TX FIRM # 10194177

Caleb McCanlies
R.P.L.S. # 7036



8-27-2025
Date

JOB NUMBER	DRAWN BY	DATE
2405.021-04	CHM	08-27-2025

PARCEL 1
CALLED 8.71 ACRES
JOE EDWARD SPRATT
DOC. NO. 2024-44297
O.R.D.C.T.

1/2" IRF

S 89°04'37" E 694.92'

CALLED 10.00 ACRES
GEROMINO POLANCO JR.
AND ROSEMARIE POLANCO
DOC. NO. 2015-127213, O.R.D.C.T.

CIRS

ANTHONY M. BOWLAND, ET UX
VOL. 841, PG. 340, R.P.R.D.C.T.

KIMMY KEY
DOC. NO. 2012-146856, O.R.D.C.T.

J. L. CULP
VOL. 2502, PG. 524, R.P.R.D.C.T.

ELIZABETH G. ROGUE
DOC. NO. 2016-25647, O.R.D.C.T.

STEVEN R. RICHTER, ET UX
DOC. NO. 2008-41763, O.R.D.C.T.

H. TIERWESTER SURVEY,
ABSTRACT NO. 1241

LOT 2

LOT 1

BLOCK A
DUCK CREEK FARMS ADDITION
CABINET G, PG. 122, P.R.D.C.T.

LOT 12

LOT 13

N 00°47'46" E 1891.40'

30.24 ACRES
(1,317,405 SQ. FT.)

CALLED 246.024 ACRES
PAC GROUP, LTD.
DOC. NO. 2004-150424
O.R.D.C.T.

CALLED 246.024 ACRES
PAC GROUP, LTD.
DOC. NO. 2004-150424
O.R.D.C.T.

S 00°47'10" W 1899.27'

STEPHANIE LOUISE
DEACON
DOC. NO. 2010-64016
O.R.D.C.T.

METZ ROAD

LOT 1
BLOCK A
RITA'S RANCH
DOC. NO. 2015-252
P.R.D.C.T.

POB
1/2" IRF

BELZ ROAD

N 88°25'43" W 695.31'

CIRS

TOMMY GARLAND, ET UX
VOL. 1214, PG. 90, R.P.R.D.C.T.

JOSHUA MICHAEL McCLURKAN, ET UX
DOC. NO. 2022-64447, O.R.D.C.T.

BLOCK A
INDIAN CREEK ADDITION
DOC. NO. 2018-75, P.R.D.C.T.

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

PAGE 2 OF 2



EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009
TX FIRM # 10194177



1" = 300'



LEGEND

○	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET
POB	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS

JOB NUMBER

DRAWN BY

DATE

2405.021-04

CHM

08-27-2025

LEGAL DESCRIPTION

Being a 33.60 acre tract of land out of the H. Tierwester Survey, Abstract No. 1241, situated in the City of Sanger, Denton County, Texas, being a portion of a called 246.024 acre tract of land conveyed to PAC Group, Ltd. by deed of record in Document Number 2004-150424 of the Official Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found within Metz Road, being the northwest corner of a tract of land conveyed to Daniel Johnson by deed of record in Document Number 2019-95739 of said Official Records, and being an exterior ell corner of said 246.024 acre tract;

THENCE, N00°49'48"E, along Metz Road and the west line of said 246.024 acre tract, a distance of 2,103.65 feet to a mag nail found at the southwest corner of a called 37.329 acre tract of land conveyed to Mango Estates, LLC by deed of record in Document Number 2021-142267 of said Official Records, being the northwest corner of said 246.024 acre tract;

THENCE, S89°56'29"E, leaving Metz Road, along the north line of said 246.024 acre tract, being the common south line of said 37.329 acre tract, a distance of 693.26 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set;

THENCE, S00°47'10"W, leaving the south line of said 37.329 acre tract, over and across said 246.024 acre tract, a distance of 2,114.12 feet to a 1/2 inch iron rod with green plastic cap stamped "EAGLE SURVEYING" set in the north line of said Johnson tract;

THENCE, N89°04'37"W, along the north line of said Johnson tract and the common interior south line of said 246.024 acre tract, a distance of 694.82 feet to the **POINT OF BEGINNING**, and containing an area of 33.60 acres (1,463,584 square feet) of land, more or less.

Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).

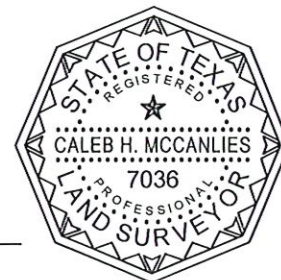
PAGE 1 OF 2

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a Registered Professional Land Surveyor under the laws of the State of Texas



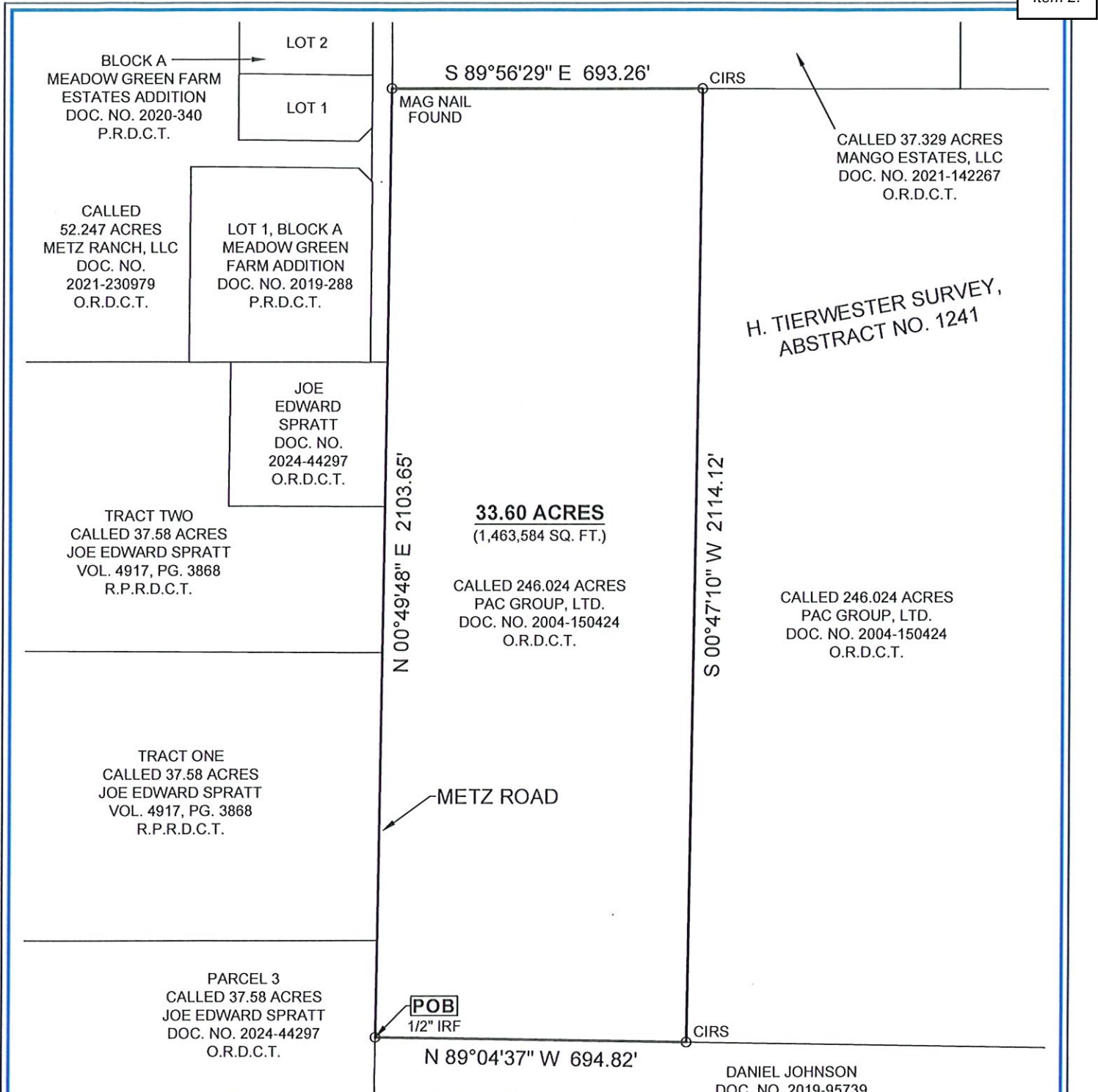
EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009
TX FIRM # 10194177

Caleb McCanlies
R.P.L.S. # 7036



8-27-2025
Date

JOB NUMBER	DRAWN BY	DATE
2405.021-03	CHM	08-27-2025



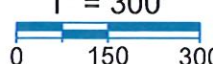
NOTE: Bearings are based on GPS observations utilizing the AllTerra RTK Network, North American Datum of 1983 (Adjustment Realization 2011).
PAGE 2 OF 2



EAGLE SURVEYING, LLC
222 S. ELM STREET
SUITE: 200
DENTON, TX 76201
(940) 222-3009
TX FIRM # 10194177



1" = 300'



LEGEND	
○	BOUNDARY MONUMENT
IRF	IRON ROD FOUND
CIRS	1/2" CAPPED IRON ROD SET
POB	POINT OF BEGINNING
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS

JOB NUMBER	DRAWN BY	DATE
2405.021-03	CHM	08-27-2025



CITY COUNCIL COMMUNICATION

DATE: October 20, 2025

FROM: Ryan Nolting, Director of Parks & Recreation

AGENDA ITEM: Consideration and possible action to renew the annual mowing contract with D&D Commercial Landscape Management, and authorize the City Manager to execute said agreement.

SUMMARY:

- The City of Sanger contacted D&D Commercial Landscape Management in April 2022.
- The contract term is (1) year, effective from the award date. The City of Sanger and D&D Commercial Landscape shall have the option to renew this contract for an additional (4) one-year periods
- The City of Sanger has (1) one-year renewal remaining.
- Approved project for the FY 2025-26 fiscal year.

FISCAL INFORMATION:

\$164,600 was approved and added to account 001-32-5420 (Contract/Professional Services) during the 2025-26 current year's budget process. 2025-26 D&D annual mowing contract expenditure is \$151,564.00.

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval

ATTACHMENTS:

- City Council Communication
- D&D Commercial Landscape Management 2026 mowing and landscape quote



2025 BUDGET FORECAST / QUOTE

Item 3.

DD LANDSCAPE

PO BOX 741236 DALLAS TEXAS 75374

OFFICE 972-352-3402

FAX 214-369-4367

CUSTOMER

City of Sanger

DATE

8/21/2025

ADDRESS

Sanger Texas

PHONE

940-368-2962

E-MAIL

molting@sangertexas.org

SALESPERSON

Dave Myers

ATTENTION

Ryan Nolting

PAYMENT TERMS

Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
3	Lawncare & Mulch	\$7,397.00	\$24,029.00
13	Riley Ranch Locations	\$919.00	\$11,947.00
15	14 day cycle ROW	\$2,219.75	\$32,717.55
30	7 Day Cycle Parks	\$1,854.90	\$55,647.00
15	Water Sites	\$1,275.00	\$19,125.00
	Brush Hog	\$2,632.50	\$8,097.50

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

*Please see spread sheet for breakdown

SUBTOTAL	\$151,563.05
TAX RATE	0.00%
SALES TAX	
OTHER	
TOTAL	\$151,563.05

Sign Here to Accept Quote:

Authorized Rep

Date

2026 Mowing Forecast	January	February	March	April	May	June	July	August	September	October	November	December	PRICE	CYCLES	\$151,563.05
Color Install on main st	0	0	0	1	0	0	1	0	0	1	0	0	\$1,653.00	3	\$4,959.00
Pre Post & Insect Control Downtown Park	0	0	1	0	0	0	1	1	0	1	0	0	\$414.00	4	\$1,656.00
Pre Post & Insect Control Porter Park	0	0	1	0	0	0	1	1	0	1	0	0	\$1,012.00	4	\$4,048.00
Pre Post & Insect Control Railroad Park	0	0	1	0	0	0	1	1	0	1	0	0	\$1,012.00	4	\$4,048.00
Mulch Downtown Park	0	0	0	1	0	0	1	0	0	1	0	0	\$600.00	2	\$1,200.00
Fertilize Downtown Park,Church,Playing Fields at Poter and Railroad	0	0	1	0	0	0	1	0	0	1	0	0	\$2,706.00	3	\$8,118.00
Riley Ranch Main House	0	0	1	1	2	2	2	2	2	1	0	0	\$803.00	13	\$10,439.00
Riley Ranch 2 Story House	0	0	1	1	2	2	2	2	2	1	0	0	\$116.00	13	\$1,508.00
KAMMIE PATTEN PARK	0	0	0	0	0	0	0	0	0	0	0	0	\$38.58	0	\$0.00
QUAIL RUN PARK	0	0	1	2	2	2	2	2	2	2	0	0	\$586.52	15	\$8,797.84
135 Walkovers @ Bolivar St.	0	0	1	2	2	2	2	2	2	2	0	0	\$51.44	15	\$771.55
Welcome to Sanger South Entrance	0	0	1	2	2	2	2	2	2	2	0	0	\$25.00	15	\$375.06
Welcome me to Sanger North Entrance	0	0	1	2	2	2	2	2	2	2	0	0	\$52.15	15	\$782.27
Indian Lane	0	0	1	2	2	2	2	2	2	2	0	0	\$128.59	15	\$1,928.88
Railroad Ave.	0	0	1	2	2	2	2	2	2	2	0	0	\$57.15	15	\$857.28
Locust St.	0	0	1	2	2	2	2	2	2	2	0	0	\$22.15	15	\$332.20
East Willow St @ Jones	0	0	1	2	2	2	2	2	2	2	0	0	\$59.30	15	\$889.43
McRenolds ROW (Lake Ridge to 45mph sign)	0	0	1	2	2	2	2	2	2	2	0	0	\$32.80	15	\$492.00
5th st (i35 to Exxon mow line street to fence)	0	0	1	2	2	2	2	2	2	2	0	0	\$62.34	15	\$935.10
Sims st (drain at Willow to end of guard rails and vacant lot)	0	0	1	2	2	2	2	2	2	2	0	0	\$25.00	15	\$375.00
Duck Creek rd (ROWs from Keeton to 90 degree turn at west end)	0	0	1	2	2	2	2	2	2	2	0	0	\$110.00	15	\$1,650.00
Porter Park Non Irrigated	0	0	1	2	2	2	2	2	2	2	0	0	\$968.73	15	\$14,530.95
Cowling rd Bridge (mow all 4 hillsides)	0	0	1	3	5	4	5	4	4	4	0	0	\$165.00	30	\$4,950.00
Downtown Park	0	0	1	3	5	4	5	4	4	4	0	0	\$128.59	30	\$3,857.70
City Hall ,Library, Police	0	0	1	3	5	4	5	4	4	4	0	0	\$32.15	30	\$964.50
Switzer Park	0	0	0	0	0	0	0	0	0	0	0	0		0	\$0.00
Porter Park	0	0	1	3	5	4	5	4	4	4	0	0	\$855.48	30	\$25,664.40
Railroad Park	0	0	1	3	5	4	5	4	4	4	0	0	\$620.10	30	\$18,603.00
Methodist Church	0	0	1	3	5	4	5	4	4	4	0	0	\$53.58	30	\$1,607.40
WELL 2 & 8	0	0	1	1	3	2	2	2	2	2	0	0	\$40.00	15	\$600.00
WATER OFFICE	0	0	1	1	3	2	2	2	2	2	0	0	\$40.00	15	\$600.00
WELL #6	0	0	1	1	3	2	2	2	2	2	0	0	\$40.00	15	\$600.00
LAKERIDGE LIFT	0	0	1	1	3	2	2	2	2	2	0	0	\$20.00	15	\$300.00
MARION RD LIFT	0	0	1	1	3	2	2	2	2	2	0	0	\$20.00	15	\$300.00
100 INDIAN LANE	0	0	1	1	3	2	2	2	2	2	0	0	\$40.00	15	\$600.00
UTILITY RD TANK	0	0	1	1	3	2	2	2	2	2	0	0	\$40.00	15	\$600.00
WALMART TANK	0	0	1	1	3	2	2	2	2	2	0	0	\$105.00	15	\$1,575.00
WELL #9	0	0	1	1	3	2	2	2	2	2	0	0	\$40.00	15	\$600.00
WELL #5	0	0	1	1	3	2	2	2	2	2	0	0	\$125.00	15	\$1,875.00
HOLD LIFT	0	0	1	1	3	2	2	2	2	2	0	0	\$20.00	15	\$300.00
DUCK CREEK LIFT	0	0	1	1	3	2	2	2	2	2	0	0	\$40.00	15	\$600.00
SOUTH BOTTOM LIFT	0	0	1	1	3	2	2	2	2	2	0	0	\$20.00	15	\$300.00
COWLING RD LIFT	0	0	1	1	3	2	2	2	2	2	0	0	\$95.00	15	\$1,425.00
QUAIL RUN LIFT	0	0	1	1	3	2	2	2	2	2	0	0	\$20.00	15	\$300.00
NEW Water Treatment Plant	0	0	1	1	3	2	2	2	2	2	0	0	\$570.00	15	\$8,550.00
135 South City Limit to Belz Rd North	0	0	0	0	1	0	1	0	1	0	0	0	\$2,143.20	3	\$6,429.60
Cowling rd East & West side	0	0	0	0	1	0	1	0	1	0	0	0	\$69.50	3	\$208.50
Utility rd East & West side	0	0	0	0	1	0	1	0	1	0	0	0	\$44.40	3	\$133.20
Lois rd South & North side	0	0	0	0	1	0	1	0	1	0	0	0	\$57.00	3	\$171.00
Chisam rd South & North side	0	0	0	0	1	0	1	0	1	0	0	0	\$102.60	3	\$307.80
Belz rd North and South side	0	0	0	0	1	0	1	0	1	0	0	0	\$103.10	3	\$309.30
Marion from FM455 to city limit	0	0	0	0	1	0	1	0	1	0	0	0	\$28.50	3	\$85.50
Metz rd from FM 455 to city limit	0	0	0	0	1	0	1	0	1	0	0	0	\$34.20	3	\$102.60
HOUSTON ST DRAINAGE	0	0	0	1	1	1	1	1	1	1	0	0	\$50.00	7	\$350.00



CITY COUNCIL COMMUNICATION

DATE: October 20, 2025

FROM: Laura Klenke, Library Director

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

SUMMARY:

- Denton County provides limited funding to municipal libraries that offer services free of charge to Denton County citizens, including those who live in unincorporated areas.
- On September 9, 2025 Denton County Commissioners approved the FY 2026 Budget for Denton County. This is the annual Interlocal Cooperation Agreement with Denton County for Library Services.

FISCAL INFORMATION:

Denton County will pay \$9,300 to the City of Sanger for fiscal 2025 library services. In addition, the County agrees to pay up to \$10,000 in matching funds pending conditions stated in the agreement for a total of \$19,300.00 in funds.

Budgeted: YES

Amount: \$19300.00

GL Account: 001-00-4189

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval.

ATTACHMENTS:

205-2026 ICA Library Services – Sanger.pdf
EXHIBIT A -DCLAB FUNDING FY2026.pdf

THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

SANGER PUBLIC LIBRARY

INTERLOCAL COOPERATION AGREEMENT
FOR LIBRARY SERVICES

THIS AGREEMENT is made and entered into by and between Denton County, Texas ("the **COUNTY**"), and the City of Sanger, Texas ("the **MUNICIPALITY**"), and has an effective date of October 1, 2025.

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

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

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

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

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

I.

The term of this Agreement shall be for the period from October 1, 2025, through September 30, 2026.

II.

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

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

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

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

VIII.

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

IX.

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

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

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

X.

For the full performance of the services above stated, the **COUNTY** agrees to pay the **MUNICIPALITY** fees as described herein from current revenues available for such payment. The **COUNTY** shall pay the **MUNICIPALITY** fees in the amount of **NINE THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$9,300.00)**, based upon North Central Texas Council of Governments service population allocation figures provided to the **COUNTY** by the Library Advisory Board, payable annually to the **MUNICIPALITY** commencing on or about October 1, 2025. The Allocation chart setting forth said figures is attached hereto and incorporated herein for all intents and purposes as Exhibit "A." In addition, the **COUNTY** agrees to pay the **MUNICIPALITY** an amount not to exceed **TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)** in matching funds upon the following conditions:

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

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

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

The MUNICIPALITY hereby certifies that its libraries have either installed and are using the required technology protection measures during use of its computers that have Internet access by the public at the present time or will have such protection measures in place and operational by October 1, 2025.

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

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

EXECUTED this _____ day of _____, 20____.

DENTON COUNTY, TEXAS**CITY OF SANGER, TEXAS**

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

By: _____
 Name: _____
 Title: _____

ATTEST:**ATTEST:**

By: _____
 Denton County Clerk

By: _____
 City Secretary

AUDITOR'S CERTIFICATE

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

 Denton County Auditor

EXHIBIT A

Item 4.

DENTON COUNTY LIBRARY'S FUNDING (FY 2026)

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

DENTON COUNTY POPULATION:
POPULATION OF CITIES WITH LIBRARIES
REMAINING POPULATION

1,068,355
397,677
670,678

	TOTAL	CITY	COUNTY	PER CAPITA	MATCHING	TOTAL	ROUNDED
LIBRARY	POP	POP	allocation	ALLOCATION	FUNDS		
AUBREY	64,965	24,182	40,783	\$ 21,978	\$ 10,000	\$ 31,978	\$ 32,000
FLOWER MOUND	216,236	80,490	135,746	\$ 73,153	\$ -	\$ 73,153	\$ 73,200
JUSTIN	20,248	7,537	12,711	\$ 6,850	\$ 10,000	\$ 16,850	\$ 16,900
KRUM	17,956	6,684	11,272	\$ 6,075	\$ 10,000	\$ 16,075	\$ 16,100
LEWISVILLE	374,956	139,571	235,385	\$ 126,848	\$ -	\$ 126,848	\$ 126,900
LITTLE ELM	164,797	61,343	103,454	\$ 55,751	\$ 10,000	\$ 65,751	\$ 65,800
PILOT POINT	19,300	7,184	12,116	\$ 6,529	\$ 10,000	\$ 16,529	\$ 16,600
PONDER	8,196	3,051	5,145	\$ 2,773	\$ 10,000	\$ 12,773	\$ 12,800
ROANOKE	27,297	10,161	17,136	\$ 9,235	\$ 10,000	\$ 19,235	\$ 19,300
SANGER	27,311	10,166	17,145	\$ 9,239	\$ 10,000	\$ 19,239	\$ 19,300
THE COLONY	127,092	47,308	79,784	\$ 42,996	\$ 10,000	\$ 52,996	\$ 53,000
TOTAL	1,068,355	397,677	670,678	\$ 361,427	\$ 90,000	\$ 451,427	\$ 451,900
Aubrey Population:							
Aubrey	9,801						
Crossroads	2,000						
Krugerville	2,023						
Providence	10,358						
Total	24,182						
Ponder Population:	2,851						
Dish (Interlocal Agreement)	200						
Total	3,051						



CITY COUNCIL COMMUNICATION

DATE: October 20, 2025

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the October 6, 2025, meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

Approve the October 6, 2025, meeting minutes.

ATTACHMENTS:

October 6, 2025, meeting minutes

CITY COUNCIL MEETING MINUTES

OCTOBER 06, 2025, 7:00 PM

CITY COUNCIL REGULAR MEETING

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



CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

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

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Josh Burrus
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

Mayor Pro Tem, Place 2 Gary Bilyeu

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, Chief Financial Officer Clayton Gray, and Police Chief Tyson Cheek.

INVOCATION AND PLEDGE

Councilmember Gann gave the Invocation. The Pledge of Allegiance was led by Councilmember Burrus.

CITIZENS COMMENTS

No one addressed the Council.

REPORTS

1. Presentation and Update on Solid Waste Services from Republic Services.

Mrs. Jeri Harwell from Republic Services. Mrs. Harwell provided an updated report, addressed current issues, and answered questions.

CONSENT AGENDA

2. Consideration and possible action to authorize an agreement with Tyler Technologies for the migration of the City's financial, utility billing, and municipal court software from ERP Pro 9 to ERP Pro 10; and authorizing the City Manager to execute said agreement.
3. Consideration and possible action on the minutes from the September 15, 2025, meeting.
4. Consideration and possible action on Resolution 2025-15, to adopt a Proclamation Policy.
5. Consideration and possible action on Ordinance 10-28-25, Amending Chapter 4, Business Regulations, Article 4.1000, Alcoholic Beverages, Section 4.1002 Permit Required and Section 4.1007 Off-Premises Permit.
6. Consideration and possible action of Resolution 2025-16 amending the fee schedule.
7. Consideration and possible action authorizing the City Manager to execute an Assignment of Right To Refund to Wagon Master RVP Holdings LLP to request a refund of state sales taxes from the Texas Comptroller.

Motion to approve the consent agenda as presented.

Motion: Burrus

Second: Barrett

Ayes: Barrett, Burrus, Chick, and Gann.

Nays: None

Motion passed unanimously.

FUTURE AGENDA ITEMS

No additional items requested.

INFORMATIONAL ITEMS

8. Republic Services Waste Report August 2025
9. Financial Statement July 2025
10. Disbursements Report August 2025

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 7:30 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: October 20, 2025

FROM: John Noblitt, City Manager

AGENDA ITEM: Consideration and possible action on Resolution 2025-18, to approve financing for the Post Oak School.

SUMMARY:

- Financial advisor will provide an overview of the Resolution 2025-18

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

Approve the Resolution NO 2025-18

ATTACHMENTS:

Resolution 2025-18

CERTIFICATE FOR RESOLUTION
(Sponsor City)

We, the undersigned officers of the City of Sanger, Texas (the "City"), hereby certify as follows:

1. The City Council of said City convened in a regular meeting on October 20, 2025 (the "Meeting"), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Thomas Muir	Mayor
Gary Bilyeu	Mayor Pro Tem
Marissa Barrett	Council Member
Josh Burrus	Council Member
Allen Chick	Council Member
Victor Gann	Council Member

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

**RESOLUTION RELATING TO APPROVING A FINANCING BY THE
SANGER CULTURAL EDUCATION FACILITIES FINANCE
CORPORATION FOR THE BENEFIT OF THE POST OAK SCHOOL AND
RELATED MATTERS**

(the "Resolution") was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said Resolution be adopted and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

AYES: All members of the City Council shown present above voted "Aye,"
except as provided below:

NAYS: 0

ABSTENTIONS: 0

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council minutes of said Meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting, and each of said officers and members consented, in advance, to the holding of

said Meeting for such purpose, and that said Meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved and hereby approves the aforesaid Resolution; that the Mayor and the City Secretary of said City have duly signed said Resolution; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Resolution for all purposes.

SIGNED this October 20, 2025.

City Secretary

Mayor

(Signature Page to Resolution Sponsor City)

RESOLUTION NO 2025-18

RESOLUTION RELATING TO APPROVING A FINANCING BY THE SANGER CULTURAL EDUCATION FACILITIES FINANCE CORPORATION FOR THE BENEFIT OF THE POST OAK SCHOOL AND RELATED MATTERS

WHEREAS, the Sanger Cultural Education Facilities Finance Corporation (“Corporation”) is a nonprofit corporation created by the City of Sanger, Texas (the “City”) pursuant to Chapter 337, Texas Local Government Code, as amended (the “Act”);

WHEREAS, the City has been informed by officers of the Corporation that the Corporation has been requested by The Post Oak School (the “Borrower”) to assist it in financing and/or refinancing, certain cultural or education facilities;

WHEREAS, the Borrower desires to borrow up to \$7,800,000 from the Corporation to be funded pursuant to a loan agreement for the Project (as defined in the Loan Agreement);

WHEREAS, the Corporation is authorized by the provisions of the Act and the Texas Business Organizations Code (collectively, “State Law”), to enter into contractual obligations in order to finance and/or refinance the acquisition, purchase, or lease, or the construction, renovation or other improvement of cultural or education facilities;

WHEREAS, the Corporation is authorized by State Law to provide education facilities by lease or other contractual arrangement, and the Loan Agreement (as amended, restated, supplemented and/or otherwise modified, the “Loan Agreement”), by and among the Borrower, as borrower, the Corporation, and PNC Bank, National Association (the “Bank”), as lender, constitutes contractual arrangements in which the Corporation is authorized by State Law to participate (the transactions set forth in the Loan Agreement, by which the Corporation will assist the Borrower in financing the education facilities, as aforesaid, are hereinafter referred to as the “Financing”);

WHEREAS, the City has been provided with copies of the basic financing documents in substantially final form that will be used to finance the project described below, including the Loan Agreement, whereunder the Borrower has agreed to make payments in amounts sufficient to pay loan payments and certain additional payments required to be made under the Loan Agreement (the “Loan Payments”);

WHEREAS, section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) requires that the issuance of any qualified 501(c)(3) obligations be approved by the Mayor after a public hearing following reasonable public notice;

WHEREAS, attached hereto as Exhibit A-2 is a Notice of Public Hearing (the “Public Notice”) which was published in a newspaper of general circulation in the City as required by Section 147(f) of the Code;

WHEREAS, the publication of the Public Notice is evidenced by a Publisher's Affidavit (a copy of which is attached hereto as Exhibit A-1);

WHEREAS, the comments received from the public at the Public Hearing referenced in the Public Notice are summarized in the Certificate of Public Hearing attached as Exhibit B hereto; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that the issuance of any qualified 501(c)(3) obligations be approved by the Mayor after a public hearing following reasonable public notice (attached hereto as Exhibit C is such approval).

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS THAT:

Section 1. The City hereby specifically approves the Financing and the Project (as defined in the Loan Agreement).

Section 2. This Resolution shall become effective immediately upon its passage.

Section 3. This Resolution shall not be construed as (i) a representation or warranty by the City, the Mayor of the City, the State of Texas or any other agency, instrumentality or political subdivision of the State that the Financing will be paid or that any obligations assumed by any of the parties or any instruments delivered in connection with the Financing will, in effect, be performed; (ii) a pledge of faith and credit of or by the City, the State of Texas or any agency, instrumentality or political subdivision of the State of Texas; or (iii) a representation or warranty concerning the validity of the corporate existence of the Corporation or the validity of the Financing.

Section 4. The City hereby designates the Financing as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code, provided that the Financing is no greater than \$10,000,000. The City represents, covenants and warrants the following: (a) that during the calendar year in which the Financing is made, the City (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Financing, will result in more than \$10,000,000 of "qualified tax exempt obligations" being designated; and (b) that the City reasonably anticipates that the amount of tax exempt obligations issued by the City (including any subordinate entities) during the calendar year in which the Financing is made will not in the aggregate exceed \$10,000,000.00. The designation contained in this Section is for the benefit of, and may be relied on by, the Corporation, the Borrower and the Lender.

* * * *

EXHIBIT A-1
PUBLISHER'S AFFIDAVIT

EXHIBIT A-2

NOTICE OF PUBLIC HEARING

EXHIBIT B
CERTIFICATE OF PUBLIC HEARING

I, the undersigned, hereby certify in connection with a series of loan transactions to be entered into by the Sanger Cultural Education Facilities Finance Corporation (the "*Corporation*"), The Post Oak School ("*Borrower*") and a lender in the maximum principal amount of \$7,800,000 (the "*Loans*") for the benefit of Borrower, as follows:

1. I served as Hearing Officer for the Corporation and the City of Sanger, Texas for the purpose of (a) financing and/or refinancing all or a portion of the costs of the acquisition, construction, renovation and/or equipping of school facilities located at 1010, 1013, 1102, 1103, 1105 and 1108 Autrey St., 4614 Montrose Blvd., Houston, Texas 77006 and at 4600 Bissonnet St., Bellaire, Texas 77401 and (b) paying certain expenses in connection with the issuance of the Loans (collectively, the "*Project*").

2. Such hearing was conducted commencing on October __, 2025 at 10:00 a.m. by toll free telephonic means accessible to the general public.

3. At the time for the commencement of the hearing, comments, either orally or in writing, were publicly requested on the Project to be financed with proceeds of the Loan and on the making of the Loans.

4. At the hearing,

☒ no persons presented comments orally or in writing.

☐ the comments summarized on the attached were made orally by the persons listed therein.

☐ the written comments attached hereto were presented.

5. No time limitations were imposed on any public comments.

IN WITNESS WHEREOF, I have hereunto set my hand this October __, 2025.



Hearing Officer

EXHIBIT C

**APPROVAL OF HIGHEST ELECTED OFFICIAL
OF THE CITY OF SANGER, TEXAS**

WHEREAS, The Post Oak School (the “*Borrower*”), in connection with a financing in the maximum principal amount of \$7,800,000, has requested the approval of the Financing (as defined below) and the Project (as defined below); and

WHEREAS, the Financing consists of a Loan Agreement among the Borrower, the Sanger Cultural Education Facilities Finance Corporation (the “*Corporation*”), and PNC Bank, National Association (the “*Bank*”) through which the Bank will provide funds to the Corporation, which in turn will loan these funds to the Borrower (the “*Financing*”) for the purpose of (a) financing and/or refinancing all or a portion of the costs of the acquisition, construction, renovation and/or equipping of school facilities located at 1010, 1013, 1102, 1103, 1105 and 1108 Autrey St., 4614 Montrose Blvd., Houston, Texas 77006 and at 4600 Bissonnet St., Bellaire, Texas 77401 and (b) paying certain expenses in connection with the issuance of the Loans (collectively, the “*Project*”); and

WHEREAS, in accordance with certain provisions of the Internal Revenue Code of 1986, as amended (the “*Code*”) as described below, notice of a public hearing was published in _____ on October __, 2025, which notice provided that members of the public were invited to a telephone hearing to be held on June 23, 2025, commencing at 10:00 a.m. in connection with the Financing and the Project; and

WHEREAS, a public hearing was held by telephone on such date, by the hearing officer; and

WHEREAS, it is necessary for the undersigned, as the highest elected official of the City, to approve the Financing and the Project solely for the purpose of satisfying the requirements of section 147(f) of the Code;

NOW, THEREFORE, the undersigned Mayor of the City, acting solely in his/her official capacity and on behalf of the City, hereby approves the holding of the hearing in the City by the hearing officer and the Financing for the Borrower, and further approves the Project; provided that such approvals shall be solely for the purposes of section 147(f) of the Code, and neither the City nor the Mayor shall have any responsibility or liability for the Financing or the Project.

IN WITNESS WHEREOF, I have set my hand this October ____, 2025.

CITY OF SANGER, TEXAS

Mayor

(Signature Page to Resolution Sponsor City/Approval Certificate)



Chris Felan
Vice President
Rates & Regulatory Affairs

September 24, 2025

City Official

Re: Rider GCR - Rate Filing under Docket No. OS-24-00019196

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the October 2025 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Chris Felan".

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

Attachment

ATMOS ENERGY CORPORATION
MID-TEX DIVISION
STATEMENT OF RIDER GCR
October, 2025
PREPARED IN ACCORDANCE WITH
GAS UTILITIES DOCKET NO. OS-24-00019196

Part (a) - Mid-Tex Commodity Costs

Line	(a)	(b)		
1	Estimated Gas Cost per Unit:	\$0.19886		
2	Estimated City Gate Deliveries:	71,620,260		
3	Estimated Gas Cost:	\$14,242,405		
4	Lost and Unaccounted For Gas %	1.6100%		
5	Estimated Lost and Unaccounted for Gas	\$229,303		
6	Total Estimated City Gate Gas Cost:	\$14,471,708		
7	Estimated Sales Volume:	52,624,550		
8	Estimated Gas Cost Factor - (EGCF)	0.27500		
9	Reconciliation Factor - (RF):	0.00739		
10	Taxes (TXS):	0.00000		
11	Adjustment - (ADJ):	0.00000		
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.28239 per Ccf	Btu Factor 0.1000	Per MMBtu \$2.8239
13	Customer Rate Relief - (CRR) (Non-Taxable)	0.12000 per Ccf	0.1000	\$1.2000

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 OS-24-00019196]	100.0000%	62.9568%	31.7550%	5.2881%
15	a. Current Month Fixed Costs of Pipeline Services	\$67,426,040	42,449,304	21,411,159	3,565,577
16	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
17	Net Fixed Costs	\$67,426,040	\$42,449,304	\$21,411,159	\$3,565,577
	<u>Commodity Costs</u>				
18	a. Estimated Commodity Cost of Pipeline Services	\$3,242,644	1,946,169	1,018,102	278,373
19	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
20	Net Commodity Cost of Pipeline Services	\$3,242,644	\$1,946,169	\$1,018,102	\$278,373
21	Total Estimated Pipeline Costs (Line 17 + Line 20)	\$70,668,684	\$44,395,473	\$22,429,261	\$3,843,950
22	Estimated Billed Volumes		70,922,400 Ccf	48,635,270 Ccf	4,652,518 MMBtu
23	Pipeline Cost Factor (PCF) [Line 21 / Line 22] (Taxable)		0.62600 Ccf	0.46120 Ccf	\$0.8262 MMBtu
24	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)		0.28239 Ccf	0.28239 Ccf	\$2.8239 MMBtu
25	Customer Rate Relief - (CRR) (Non-Taxable)		0.12000 Ccf	0.12000 Ccf	\$1.2000 MMBtu
26	Rider GCR		<u>1.02839 Ccf</u>	<u>0.86359 Ccf</u>	Rate I - \$4.8501 MMBtu
27					Rate T - \$0.8262 MMBtu

¹ Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of 0.1000 is used to convert from Ccf.