

CITY COUNCIL

MEETING AGENDA

OCTOBER 07, 2024, 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 regarding the Update to the International Building and Fire Codes, and National Electric Code with local amendments.

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.

- [2.](#) Consideration and possible action on the minutes from the September 16, 2024, meeting.

- [3.](#) Consideration and possible action on the minutes from the September 18, 2024, meeting.
- [4.](#) Consideration and possible action on the minutes from the September 23, 2024, meeting.
- [5.](#) Consideration and possible action on the Minor Plat of Elmore Addition, being approximately 0.648 acres of land described as A0029A R. BEEBE, TR 199, .64 ACRES, OLD DCAD SHT 4, TR 62, within the City of Sanger, generally located on the southwest corner of Bolivar Street and N. 7th Street.
- [6.](#) Consideration and possible action on the Final Plat of Sanger Circle Phase 7, being approximately 14.908 acres of land described as A0029A R. BEEBE, TR 72B(2A), within the City of Sanger, and generally located on the west side of Marion Road approximately 820 feet south of the intersection of Marion Road and Huling Road.
- [7.](#) Consideration and possible action on the Preliminary Plat of Sanger Industrial 2, being 93.159 acres of land described as A0029A R. BEEBE, TR 110, OLD DCAD SHT 3, TR 13, A0029A R. BEEBE, TR 111 TR 15, and A0029A R. BEEBE, TR 112, OLD DCAD SHT 3, TR 14, located in the City of Sanger, generally located east of Stemmons Freeway and approximately 938.8 feet south of Lois Road.
- [8.](#) Consideration and possible action on adopting new library operating hours.
- [9.](#) Consideration and possible approval of Fireworks Addendum 2025.
- [10.](#) Consideration and possible approval on Holiday Lighting Addendum 2024.
- [11.](#) Consideration and possible action on authorizing staff to issue a Request For Proposal for Sound, Lighting, and Stage for Special Events.
- [12.](#) Consideration and possible action on authorizing staff to issue a Request For Proposal for fireworks.
- [13.](#) Consideration and possible action on authorizing staff to issue a Request For Proposal for Videography, Photography, and Podcast Production.
- [14.](#) Consideration and possible action to approve making an additional payment to TMRS.

PUBLIC HEARING ITEMS

- [15.](#) Conduct a Public Hearing on a request for a Specific Use Permit (SUP) for a Temporary Concrete Batch Plant use for Lane Ranch Phase 1, being approximately 43.821 acres of land described as A0029A R BEEBE, 65B, and A0029A R. BEEBE, TR 65(PT), OLD DCAD SHT 2, TR 4, within the City of Sanger, and generally located south of FM 455 and east of Indian Lane.
- [16.](#) Conduct a public hearing on adopting Ordinance No.10-17-24 to amend Chapter 5 of the Code of Ordinances, Article 5.2 "International Fire Code".

- [17.](#) Conduct a public hearing on adopting Ordinance No. 10-16-24 to amend Chapter 3 of the Code of Ordinances, Article 3.100 "Building Inspection Department", Article 3.200 "Building Code", Article 3.300 "Plumbing Code", Article 3.400 "Mechanical Code", Article 3.500 "Electrical Code", Article 3.600 "Residential Code", Article 3.2200 "Regulating Placement of Gas and Electric Meters on All Single Family Residential Buildings". Article 3.2500 "Energy Conservation Code", Article 3.2600 "Fuel Gas Code", Article 3.2700 "Existing Building Code", and Article 3.2900 "Swimming Pool and Spa Code".

ACTION ITEMS

- [18.](#) Consideration and possible action on a request for a Specific Use Permit (SUP) for a Temporary Concrete Batch Plant use for Lane Ranch Phase 1, being approximately 43.821 acres of land described as A0029A R BEEBE, 65B, and A0029A R. BEEBE, TR 65(PT), OLD DCAD SHT 2, TR 4, within the City of Sanger, and generally located south of FM 455 and east of Indian Lane.
- [19.](#) Consideration and possible action on Ordinance No. 10-16-24 amending Chapter 3 of the Code of Ordinances, Article 3.100 "Building Inspection Department", Article 3.200 "Building Code", Article 3.300 "Plumbing Code", Article 3.400 "Mechanical Code", Article 3.500 "Electrical Code", Article 3.600 "Residential Code", Article 3.2200 "Regulating Placement of Gas and Electric Meters on All Single Family Residential Buildings". Article 3.2500 "Energy Conservation Code", Article 3.2600 "Fuel Gas Code", Article 3.2700 "Existing Building Code", and Article 3.2900 "Swimming Pool and Spa Code".
- [20.](#) Consideration and possible action on Ordinance No. 10-17-24 amending Chapter 5 of the Code of Ordinances, Article 5.2 "International Fire Code".
- [21.](#) Consideration and possible action on an Impact Fee Credit Agreement with STG 2WG, LLC and STC DH, LLC for Stephens Towne Crossing, being approximately 119.86 acres of land described as REUBEN BEEBE SURVEY, ABSTRACT NO. 29, within the City of Sanger, generally located on west side of Sanger Circle Addition and West of Montecristo Lane and Bridle Path Lane.

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.

[22.](#) Disbursements Report August 2024

[23.](#) Financial Report July 2024

[24.](#) Rider GCR - Rate Filing under Docket No. 10170 - 09-25-2024

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 2, 2024, at 3:00 PM.

/s/Kelly Edwards
Kelly Edwards, City Secretary

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



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Discussion regarding the Update to the International Building and Fire Codes, and National Electric Code with local amendments.

SUMMARY:

- Staff is proposing amendments and updates to Chapter 3 (Building Regulations) of the Code of Ordinances.
- Staff is proposing amendments and updates to Chapter 5 (Fire Prevention and Protections) of the Code of Ordinances.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

Ordinance # 10/17/24



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the September 16, 2024, meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the meeting on September 16, 2024.

ATTACHMENTS:

City Council minutes

CITY COUNCIL

MEETING MINUTES

SEPTEMBER 16, 2024, 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 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

Councilmember, Place 1	Marissa Barrett
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STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, Marketing and Civic Engagement Director Donna Green, Parks & Recreation Director Ryan Nolting, Library Director Laura Klenke, and Police Lt. Justin Lewis.

DISCUSSION ITEMS

1. Discussion regarding the Farmers Market.

Director Hammonds provided a presentation and overview of the current zoning code.

Discussion ensued regarding the forthcoming Zoning ordinance amendments, what outside sales would be allowed, any sanitation issues, allowing the market on private or public property, reviewing other municipalities' ordinances, other community events downtown that conflict with the market's schedule, and a possible operational contract for the use of public property.

2. Sanger's designation as a Texas Music-Friendly City.

Director Green provided a presentation and overview of the designation.

Discussion ensued regarding the honor and benefits for the City.

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

No additional discussion.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 7:00 p.m.

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:15 p.m.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

Councilmember, Place 1	Marissa Barrett
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STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, Director of Public Works Jim Bolz, Director of Economic Development Shani Bradshaw, Library Director Laura Klenke, and Police Lt. Justin Lewis.

INVOCATION AND PLEDGE

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

Mayor Muir moved to Special Presentations and Announcements.

CITIZENS COMMENTS

Crystal Bayer, Gainesville, spoke of her family's dairy business and stated she was in favor of allowing the Farmers Market to move to the downtown area.

Neely Kirkland, Tx. Dept. Agriculture, spoke about the benefits of the Farmers Market, commented that they meet all the necessary requirements, and is in favor of the market moving to the downtown area.

Yesika Horton, Denton, spoke in favor of moving the Farmers Market to the downtown area.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

3. Proclamation recognizing National Night Out on October 1, 2024.

Mayor Muir read the proclamation and presented it to Police Lt. Lewis.

Mayor Muir moved back to Citizens Comments.

REPORTS

4. Presentation and update on Economic Development activities.

Director Bradshaw provided a presentation and overview of Economic Development.

CONSENT AGENDA

5. Consideration and possible action on the minutes from the August 21, 2024, meeting.
6. Consideration and possible action on the minutes from the August 29, 2024, meeting.
7. Consideration and possible action on the minutes from the August 30, 2024, meeting.
8. Consideration and possible action on the minutes from the September 3, 2024, meeting.
9. Consideration and possible action on the Preliminary Plat of Belz Road Retail Addition being 129.25 acres, described as A1241A TIERWESTER. TR 56, TR 57, and TR 40 and

generally located along Chapman Drive and I-35 approximately 234 feet west of the intersection of I-35 and Chapman Drive.

Motion to approve made by Councilmember Dillon, with revisions to the minutes as discussed, Seconded by Councilmember Gann.

Ayes: Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously.

ACTION ITEMS

10. Consideration and possible action on Amendment No. 2 in the amount of \$40,000.00 with Kimley-Horn and Associates, Inc for the I-35 Utility Relocations for TxDot and authorize the City Manager to execute said Amendment No. 2.

Director Bolz provided an overview of the item, stating that the cost is reimbursable by TxDOT.

Discussion ensued regarding the status of TxDOT reimbursements.

Motion to approve made by Councilmember Bilyeu, Seconded by Councilmember Gann.

Ayes: Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously.

11. Consideration and possible action on the Final Plat of Duck Creek Ridge, being 1.010 acres on land described as H.TIERWESTER SURVEY, ABSTRACT NO. 1241, located in the City of Sanger, and generally located on the south side of Duck Creek Road at the intersection of Duck Creek Road and Mesa Drive.

Director Hammonds provided an overview of the item and stated that all of the comments were not satisfied.

Motion to deny made by Councilmember Bilyeu, due to comments not being satisfied Seconded by Councilmember Dillon.

Ayes: Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously.

FUTURE AGENDA ITEMS

No future agenda items.

INFORMATIONAL ITEMS

12. Rider GCR - Rate Filing under Docket No. 10170 - August 26, 2024

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 8:12 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the September 18, 2024, meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the meeting on September 18, 2024.

ATTACHMENTS:

City Council minutes

CITY COUNCIL

MEETING MINUTES

SEPTEMBER 18, 2024, 6:00 PM

CITY COUNCIL SPECIAL MEETING

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



CALL THE SPECIAL MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the special meeting 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, Chief Financial Officer Clayton Gray, Director of Development Services Ramie Hammonds, Director of Public Works Jim Bolz, Marketing and Civic Engagement Director Donna Green, Parks & Recreation Director Ryan Nolting, Director of Human Resources and Special Projects Jeriana Staton-Hemb, Director of Economic Development Shani Bradshaw, Assistant Fire Chief Casey Welborn, Municipal Court Administrator Christy Dyer, Library Director Laura Klenke, and Police Lt. Justin Lewis.

Terry Welch, Attorney Brown & Hofmeister

CITIZENS COMMENTS

Cara Fuller, Sanger, spoke in support of the City Manager.

Jim Bolz, Aubrey, spoke in support of the City Manager.

Casey Welborn, Sanger, spoke in support of the City Manager.

Laura Klenke, Sanger, spoke in support of the City Manager.

John Henderson, Sanger, spoke in support of the City Manager.

Donna Green spoke in support of the City Manager.

MaDonna Wade, Oklahoma, spoke in support of the City Manager.

City Manager Noblitt requested, pursuant to Section 551.074 b of the Texas Local Government Code, that any matter to deliberation his appointment, employment, evaluation, reassignment, duties, discipline or dismissal be discussed in the public forum. And further request that these two items be delineated not to confuse what the Council is deliberating.

City Manager Noblitt clarified that the sections listed be open and closed as independent items.

Attorney Terry Welch agreed they could be read together or separately, and when they get to the item regarding the City Manager, the Mayor could open the meeting back up.

The Mayor stated he would read both sections with the intent that deliberations of the City Manager would be held in open session.

City Manager Noblitt further stated the reason for the request is to ensure the conversation regarding his employment is clearly independent. He stated he does protest that for the record, but that he is fine with the Mayor reading the items as he chooses.

EXECUTIVE SESSION

The City Council will convene into executive session, pursuant to Chapter 551 of the Texas Government Code, as follows:

The Mayor read section 551.071 and the Council convened into executive session at 6:27 p.m.

Pursuant to Sec. 551.071 of the Texas Government Code, "Consultation with Attorney," to deliberate legal issues associated with scope of legal services and procedures relative to personnel/Human Resources practices, rules, policies and applicable law, and all matters incident and related thereto.

Council reconvened into open session at 7:36 p.m., under Section 551.074.

Pursuant to Sec.551.074 of the Texas Government Code, "Personnel Matters," to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee—City Manager.

The Mayor stated that, unfortunately, they would have to deliberate on this item in front of everyone, which would not be the preference.

RECONVENE INTO REGULAR SESSION

Council discussion regarding Section 551.074 began at 7:37 p.m.

Motion to terminate the City Manager's contract effective immediately made by Councilmember Chick. Motion did not receive a second.
Motion failed for lack of a second.

Motion to increase the City Manager's salary to the minimum pay of \$189,740, which is a 16% increase, made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

Ayes: Barrett and Bilyeu

Nays: Chick, Dillon, and Gann

Motion failed 2-3-0.

City Manager Noblitt declined any increase.

Motion to increase the City Manager's salary to the minimum pay of \$189,740, which is a 16% increase effective October 1, 2024, made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

Ayes: Barrett, Bilyeu, and Gann

Nays: Dillon and Chick

Motion passed 3-2-0.

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 9:28 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the September 23, 2024, meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the meeting on September 23, 2024.

ATTACHMENTS:

City Council minutes

CITY COUNCIL

MEETING MINUTES

SEPTEMBER 23, 2024, 6:00 PM

CITY COUNCIL SPECIAL MEETING

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



CALL THE SPECIAL MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the special meeting 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, Deputy City Secretary Jeriana Staton-Hemb, City Attorney Hugh Coleman, Police Lt. Justin Lewis, Director of Public Works Jim Bolz, and Chief Financial Officer Clayton Gray.

Terry Welch, Attorney with Brown & Hofmeister

CITIZENS COMMENTS

No one addressed the Council.

EXECUTIVE SESSION

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

Section 551.074. PERSONNEL MATTERS

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

- City Attorney

Council convened into executive session at 6:01 p.m.

RECONVENE INTO REGULAR SESSION

Council reconvened into open session at 9:12 p.m.

Action or No action taken.

Motion to terminate the City Attorney Hugh Coleman, effective 30 days from this date pursuant to his employment agreement Section 4 and request the Personnel Human Resources Director take all necessary action to accomplish such termination, and he shall remain on administrative leave during the period prior to a final termination date, made by Councilmember Barrett, Seconded by Councilmember Bilyeu.

Ayes: Barrett and Bilyeu.

Nays: Chick, Dillon, and Gann.

Motion failed 3-2-0.

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 9:17 p.m.

Thomas E. Muir, Mayor

Jeriana Staton-Hemb, Deputy City Secretary



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on the Minor Plat of Elmore Addition, being approximately 0.648 acres of land described as A0029A R. BEEBE, TR 199, .64 ACRES, OLD DCAD SHT 4, TR 62, within the City of Sanger, generally located on the southwest corner of Bolivar Street and N. 7th Street.

SUMMARY:

- The applicant proposes to make 2 lots from 1 lot. This was originally proposed to be divided into 3 lots, but the owner reduced it to 2.
- The property is in the City of Sanger.
- The lots will have access from both Bolivar Street and N. 7th Street.
- There is one existing house on the property.
- The platting will allow for future development.
- Planning & Zoning recommended APPROVAL on 6-8-24.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:



Location Map
Minor Plat
Application
Letter of Intent

Denton CAD Web Map

Item 5.

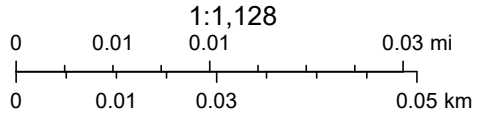


6/27/2024, 8:56:52 AM

-  Parcels
-  County



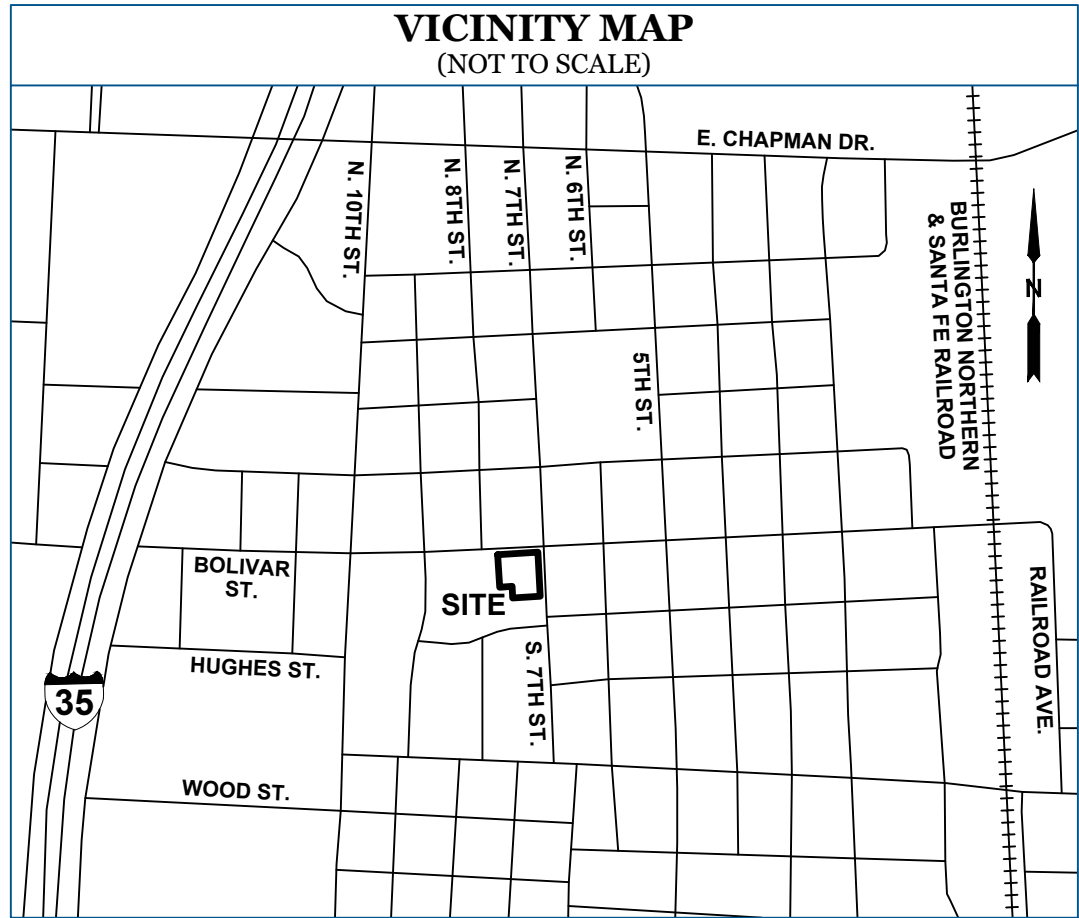
Location: Elmore Addition
Minor Plat
Project: 24SANZON-0019



© OpenStreetMap (and) contributors, CC-BY-SA, Texas Department of Transportation

Denton County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not 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 boundaries.



- GENERAL NOTES**
- The purpose of this plat is to create two lots of record.
 - The subject property does not lie within a 100-year floodplain according to Community Panel No. 48121C0210G, dated April 18, 2011, of the National Flood Insurance Rate Maps for Denton County, Texas.
 - The bearings and grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTKNET Cooperative network, NAD 83(2011) State Plane Coordinate System (Texas North Central Zone - 4202).
 - Notice: Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and withholding of utilities and building permits.
 - All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
 - Water and Sanitary Sewer are provided by the City of Sanger, PO Box 1729 Sanger, TX 76266 940-458-2571.
 - Electric Service is provided by Sanger Electric Utilities 202 Railroad Ave. Sanger, TX 76266 940-458-2064.
 - All lots comply with the minimum size requirements of the zoning district.
 - This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
 - This plat does not alter or remove existing deed restrictions, if any, on this property.
 - This property is zoned SF-10.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

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

PRELIMINARY
this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document
Matthew Raabe, R.P.L.S. # 6402 _____ Date _____

STATE OF TEXAS §
COUNTY OF DENTON §

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2024.

Notary Public in and for the State of Texas

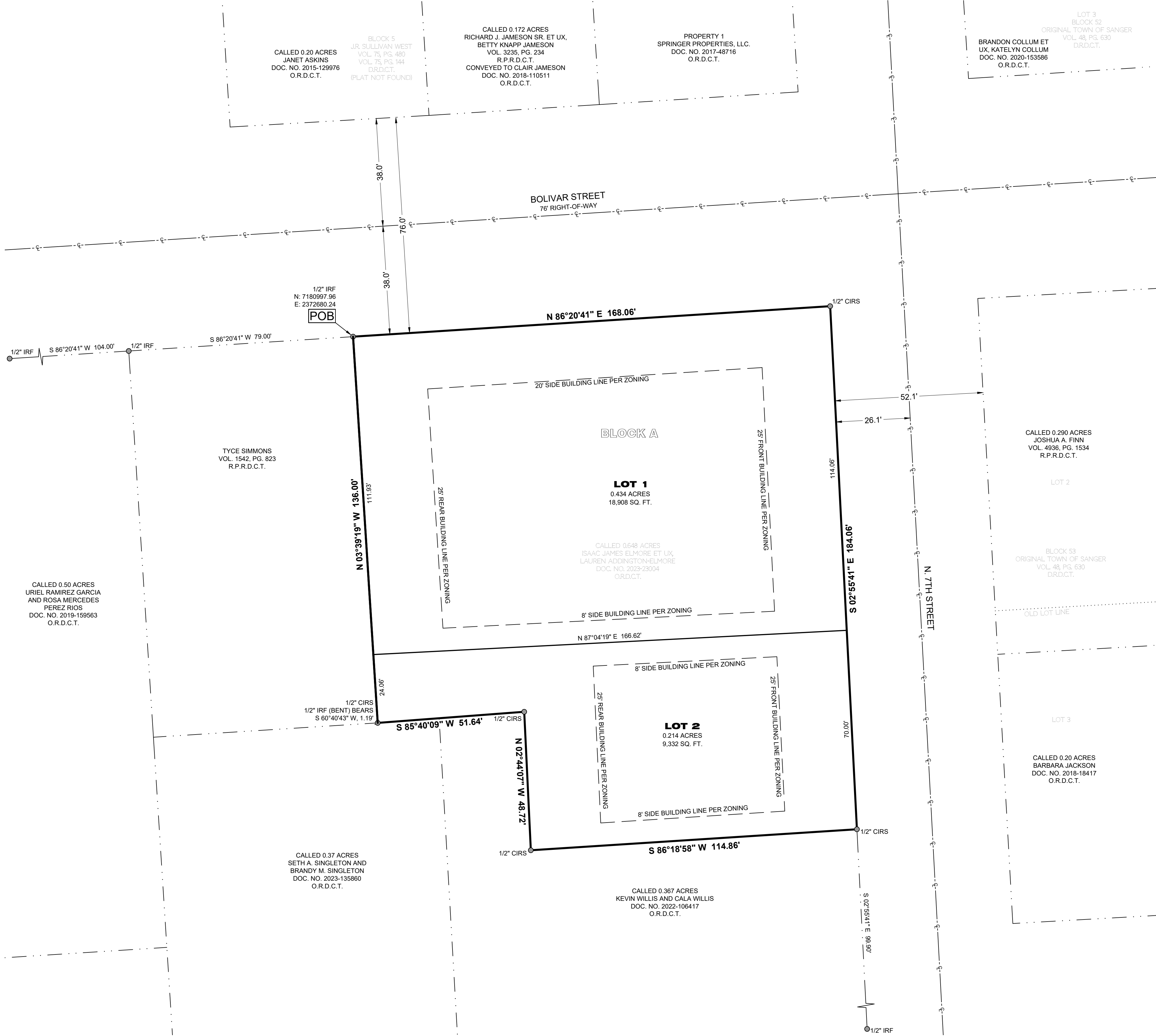
SURVEYOR
Eagle Surveying, LLC
Contact: Brad Eubanks
222 S. Elm Street, Suite: 200
Denton, TX 76201
(940) 222-3009

OWNER
Isaac James Elmore &
Lauren Addington-Elmore
217 N. 7th Street
Sanger, TX 76266

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

Project: 2403.004
Date: 08/27/2024
Drafter: DJJ

LEGEND	
PG	= PAGE
VOL	= VOLUME
POB	= POINT OF BEGINNING
IRF	= IRON ROD FOUND
CIRF	= CAPPED IRON ROD FOUND
CIRS	= CAPPED IRON ROD SET
D.R.D.C.T.	= DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	= OFFICIAL RECORDS, DENTON COUNTY, TEXAS
DOC. NO.	= DOCUMENT NUMBER
—	= PLAT BOUNDARY
---	= ADJOINER BOUNDARY



APPROVED AND ACCEPTED

CITY OF SANGER
DENTON COUNTY, TEXAS

Chairman, Planning and Zoning Commission _____ Date _____
City of Sanger, Texas

Mayor _____ Date _____
City of Sanger, Texas

ATTEST:

City Secretary _____ Date _____
City of Sanger, Texas

MINOR PLAT
ELMORE ADDITION
LOTS 1 & 2, BLOCK A
0.648 ACRES
2 LOTS
BEING ALL OF A CALLED 0.648 ACRE TRACT OF LAND CONVEYED TO ISAAC JAMES ELMORE AND WIFE, LAUREN ADDINGTON-ELMORE, RECORDED IN DOCUMENT NUMBER 2023-23004, O.R.D.C.T. SITUATED IN THE REUBEN BEBEE SURVEY, ABSTRACT No. 29, CITY OF SANGER, DENTON COUNTY, TEXAS

DATE OF PREPARATION: 08/27/2024

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

WE, **ISAAC JAMES ELMORE** and **LAUREN ADDINGTON-ELMORE**, the undersigned, are the owners of the land shown on this plat within the area described by metes and bounds, as follows:

BEING a 0.648 acre tract of land situated in the Reuben Bebee Survey, Abstract Number 29, City of Sanger, Denton County, Texas, and being all of a called 0.648 of an acre tract of land conveyed to Isaac James Elmore and wife, Lauren Addington-Elmore by warranty deed with vendor's lien of record in Document Number 2023-23004 of the Official Records of Denton County, Texas, and being more particularly described by metes & bounds as follows:

BEGINNING at a 1/2-inch iron rod found in the South right-of-way line of Bolivar Street, being the Northwest corner of said Elmore tract, also being the Northeast corner of a tract of land conveyed to Tyce Simmons by warranty deed with vendor's lien of record in Volume 1542, Page 823 of the Real Property Records of Denton County, Texas, from which a 1/2-inch iron rod found in said South right-of-way line, being the Northwest corner of said Simmons tract, also being the Northeast corner of a called 0.50 acre tract of land conveyed to Uriel Ramirez Garcia and Rosa Mercedes Peres Rios by warranty deed of record in Document Number 2019-159563 of said Official Records bears S86°20'41"W, 79.00 feet;

THENCE, N86°20'41"E, along the South right-of-way line of Bolivar Street, being the common North line of said Elmore tract, a distance of 168.06 feet to a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set at the Southwest intersection of Bolivar Street and N. 7th Street, being the Northeast corner of said Elmore tract;

THENCE, S02°55'41"E, along the West right-of-way line of N. 7th Street, being the common East line of said Elmore tract, a distance of 184.06 feet to a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set in said West right-of-way line, being the Southeast corner of said Elmore tract, also being the Easterly Northeast corner of a called 0.367 acre tract of land conveyed to Kevin Willis and Cala Willis by general warranty deed with vendor's lien of record in Document Number 2022-106417 of said Official Records, from which a 1/2-inch iron rod found at the Northwest intersection of N. 7th Street and Cherry Street, being the Southeast corner of said Willis tract bears S02°55'41"E, a distance of 99.90 feet;

THENCE, S86°18'58"W, along the South line of said Elmore tract, being the common North line of said Willis tract, a distance of 114.86 feet to a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set at a re-entrant corner of said Willis tract, being the common Southerly Southwest corner of said Elmore tract;

THENCE, N02°44'07"W, along the West line of said Elmore tract, being the common East line of said Willis tract, a distance of 48.72 feet to a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set at a re-entrant corner of said Elmore tract, being the Northerly Northeast corner of said Willis tract;

THENCE, S85°40'09"W, along the South line of said Elmore tract, being the common North line of said Willis tract and a called 0.37 acre tract of land conveyed to Seth A. Singleton and Brandy M. Singleton by warranty deed with vendor's lien of record in Document Number 2023-135860 of said Official Records, a distance of 51.64 feet to a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" set in the North line of said Singleton tract, being the Westerly Southwest corner of said Elmore tract, also being the Southeast corner of said Simmons tract, from which a bent 1/2-inch iron rod found for reference bears S60°40'43"W, a distance of 1.19 feet;

THENCE, N03°39'19"W, along the West line of said Elmore tract, being the common East line of said Simmons tract, a distance of 136.00 feet to the **POINT OF BEGINNING**, and containing an area of 0.648 acres, or 28,240 square feet of land, more or less.

NOW THEREFORE KNOW ALL PERSONS BY THESE PRESENTS:

THAT **ISAAC JAMES ELMORE** and **LAUREN ADDINGTON-ELMORE**, does hereby adopt this plat designating the hereinabove described property as **ELMORE ADDITION** an addition to the City of Sanger, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parks, and watercourses, and to the public use forever easements for sidewalks, storm drainage facilities, utilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Sanger. The City of Sanger and public entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND THIS _____ DAY OF _____, 2024.

ISAAC JAMES ELMORE
BY: _____ Signature _____ Date _____

STATE OF TEXAS §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2024.

Notary Public in and for the State of Texas

LAUREN ADDINGTON-ELMORE
BY: _____ Signature _____ Date _____

STATE OF TEXAS §
COUNTY OF _____ §

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2024.

Notary Public in and for the State of Texas



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

SUBDIVISION APPLICATION

☒

Preliminary
Plat Minor
Plat

☐

Final
Plat/Replat
Amended Plat

☐

Vacating Plat
Conveyance
Plat

Applicant

Owner (if different from applicant)

Name: Mark Elmore	Name: Isaac James Elmore
Company:	Company:
Address: 1840 Trent Rd	Address 217 N. 7th St
City, State, Zip: Krum, TX 76249	City, State, Zip: Sanger, TX 76266
Phone 940-395-6725	Phone: 540-621-2094
Fax:	Fax:
Email: m.elmore@yahoo.com	Email: isaac.elmore@gmail.com

Submittal Checklist

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

Supporting Materials (List if provided): _____

R Number(s): **59803**

Isaac Elmore
Owner's Signature

6/4/24
Date

Mady Elmore
Applicant's Signature

6/4/24
Date

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

6/4/24

City of Sanger
Development Services
502 Elm Street
Sanger, TX 76266

RE: Subdivision Application for 217 N. 7th Street, Sanger, Tx

Dear Development Review Team,

I am submitting:

- The Preliminary Plat prepared by Eagle Surveying
- The Closure Report prepared by Eagle Surveying
- The Subdivision Application form

The Intent of this subdivide is to create 3 lots out of the original lot on the SW corner of Bolivar and N. 7th Street. There is adequate room for these two lots, plus leaving adequate space for the current 2-story house and yard that are located at 217 N. 7th Street. The two new lots that are produced will be sold as residential lots. My son might choose to build on one of the lots, and then sell his current home. That remains to be seen.

Utilities: The new south lot on 7th street already has sewer and water access. The other new lot that will be facing Bolivar Street will need a new sewer tap and water meter installed. I understand the water meter installation will require boring under the street. We intend to have this completed as part of this subdivide process prior to and as a condition of plat approval, per the instructions at the preliminary subdivide meeting held with Sanger Development Services on March 12, 2024.

My name is Mark Elmore. I am performing the submittal process for my son that lives at 217 N. 7th Street. I will be the **primary contact** for this subdivide, my contact information is:

1840 Trent Rd
Krum, Tx 76249
940-395-6725
m.elmore@yahoo.com

The owner of these lots will be my son. His contact information is:

Isaac J Elmore
217 N. 7th St
Sanger, TX 76266
540-621-2094
Isaac.elmore@gmail.com

Please accept the plat and documents for review by Sanger Development Services, with the purpose of approving this subdivide.

Thank you for your time and consideration,



Mark Elmore



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on the Final Plat of Sanger Circle Phase 7, being approximately 14.908 acres of land described as A0029A R. BEEBE, TR 72B(2A), within the City of Sanger, and generally located on the west side of Marion Road approximately 820 feet south of the intersection of Marion Road and Huling Road.

SUMMARY:

- The applicant proposes creating 63 residential lots, including 1 HOA lot.
- The development will have access from Bridle Path Lane and Enclave Drive.
- This development is located in the City of Sanger.
- The property will be served by City of Sanger Water, Sewer and CoServ Electric.
- Planning & Zoning recommended APPROVAL on 09-09-24.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

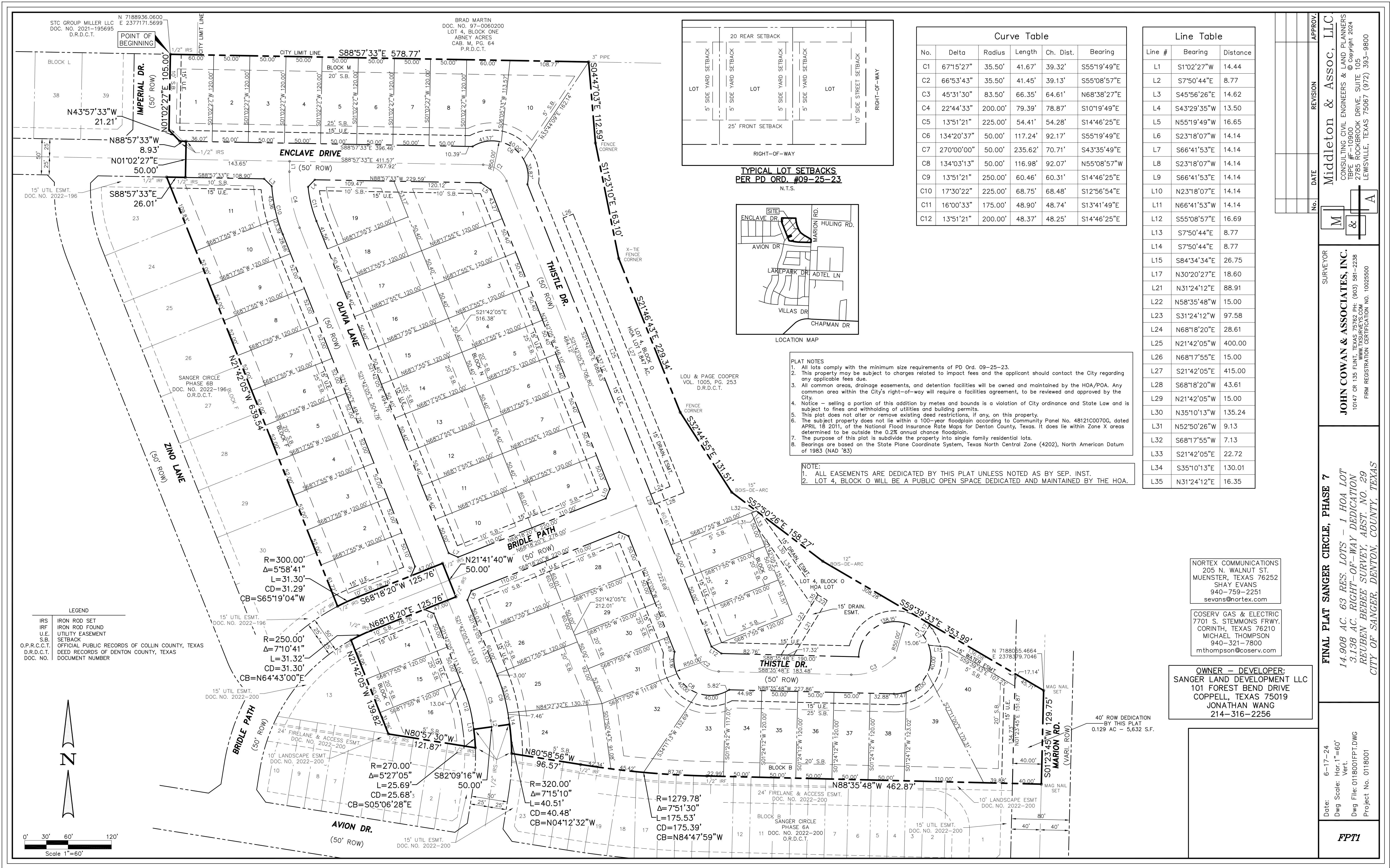
RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Location Map
Final Plat
Application
Letter of Intent

Item 6.



OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS, Sanger Land Development LLC is the owner of that certain lot, tract, or parcel of land, being part of the Reuben Bebee Survey, Abstract No. 29, Denton County, Texas, and being part of that certain called 223.35 acre tract described in a deed from North Park Estates Trust to Sanger Land Development LLC on February 15, 2019, recorded in Denton County Clerk's File No. (DCCFN) 2019-16167 of the Official Public Records of Denton County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a ½" iron rod (set) for the Northeast terminus of Imperial Drive as shown on the plat of Sanger Circle, Phase 6B, recorded in DCCFN 2022-196, in the North line of the above mentioned 223.35 acre tract, in the South line of the STC Group Miller, LLC 202.69 acre tract recorded in DCCFN 2021-00195695;

THENCE South 88 deg. 57 min. 33 sec. East with the South line of the 202.69 acre tract, the South line of Lot 4, Block 1 of Abney Acres, as shown by plat of same recorded in Volume M, Page 64 of the Plat Records of Denton County, Texas (PRDCT), the North line of the 223.35 acre tract, a distance of 578.77 ft. to a 3" pipe fence corner post (found) for the Northeast corner of same, the Northwest corner of the Lou Henry Cooper 9.297 acre tract recorded in Volume 1005, Page 253;

THENCE southerly and generally with a fence, with the East line of the 223.35 acre tract, the West line of the 9.297 acre tract as follows:
South 04 deg. 47 min. 03 sec. East a distance of 112.59 ft. to a fence corner (found) for corner,
South 11 deg. 23 min. 10 sec. East a distance of 163.10 ft. to a x-tie fence corner (found) for corner,
South 21 deg. 46 min. 43 sec. East a distance of 229.34 ft. to a 3" bois d'arc fence corner (found) for corner,
South 32 deg. 44 min. 55 sec. East a distance of 131.51 ft. to a 15" twin bois d'arc tree for corner,
South 52 deg. 50 min. 26 sec. East a distance of 158.27 ft. to a 12" triple bois d'arc tree for corner,
and South 59 deg. 39 min. 33 sec. East a distance of 353.99 ft. to a mag nail (set) for an angle corner of the 223.35 acre tract, the South corner of the 9.297 acre tract, near the centerline of Marion Road;

THENCE South 01 deg. 23 min. 45 sec. West with the centerline of Marion Road, the East line of the 223.35 acre tract, a distance of 129.75 ft. to a mag nail (set) for the Northeast corner of 0.152 acre right of way dedication shown on the plat of Sanger Circle, Phase 6A, recorded in Document No. 2022-200, PRDCT;

THENCE North 88 deg. 35 min. 48 sec. West with the North line of the 0.152 acre right of way, at 39.97 ft. pass a ½" iron rod (found) for the Northwest of same, the Northeast corner of Block B of Sanger Circle, Phase 6A, and continue a total distance of 462.87 ft. to a ½" iron rod (found) for corner at the p.c. of a curve to the right;

THENCE westerly with the North line of Block B, with a curve to the right having a radius of 1279.78 ft., a chord of North 84 deg. 47 min. 59 sec. West - 175.39 ft., a distance of 175.53 ft. to a ½" iron rod (found) for corner at the p.t. of same;

THENCE North 80 deg. 58 min. 56 sec. West with the North line of Block B, a distance of 96.57 ft. to a ½" iron rod (set) for corner in the East right of way of Olivia Lane and a curve to the left;

THENCE with the East right of way of Olivia Lane, with a curve to the left having a radius of 320.00 ft., a chord of North 04 deg. 12 min. 32 sec. West - 40.48 ft., a distance of 40.51 ft. to a ½" iron rod (set) for corner, the Northeast terminus of Olivia Lane;

THENCE South 82 deg. 09 min. 16 sec. West with the North terminus of Oliva Lane, a distance of 50.00 ft. to a ½" iron rod (set) for corner at the Northwest terminus of same, in a curve to the right;

THENCE with the West right of way of Olivia Lane, with a curve to the right having a radius of 270.00 ft., a chord of South 05 deg. 06 min. 28 sec. East - 25.68 ft., a distance of 25.69 ft. to a ½" iron rod (set) for the Northeast corner of Block C;

THENCE with the Northeast line of Block C, North 80 deg. 57 min. 30 sec. West a distance of 121.87 ft. to a ½" iron rod (set) for and angle corner and North 21 deg. 42 min. 05 sec. West a distance of 139.82 ft. to a ½" iron rod (set) for the North corner of Block C, in the Southeast right of way of Bridle Path, in a curve to the right;

THENCE northeasterly with the Southeast right of way of Bridle Path, with a curve to the right having a radius of 250.00 ft., a chord of North 64 deg. 43 min. 00 sec. East - 31.30 ft., a distance of 31.32 ft. to a ½" iron rod (set) for corner at the p.t. of same;

THENCE North 68 deg. 18 min. 20 sec. East with the Southeast right of way of Bridle Path, a distance of 125.76 ft. to a ½" iron rod (set) for corner at the Southeast terminus of same;

THENCE North 21 deg. 41 min. 40 sec. West with the Northeast terminus of Bridal Path, a distance of 50.00 ft. to a ½" iron rod (set) for the North corner of same;

THENCE South 68 deg. 18 min. 20 sec. West with the Northwest right of way of Bridal Path, a distance of 125.76 ft. to a ½" iron rod (set) for corner at the p.c. of a curve to the left;

THENCE southwesterly with the Northwest right of way of Bridal Path, with a curve to the left having a radius of 300.00 ft., a chord of South 65 deg. 19 min. 04 sec. West - 31.29 ft., a distance of 31.30 ft. to a ½" iron rod (found) for corner, the Southeast corner of Block F of Sanger Circle, Phase 6B;

THENCE North 21 deg. 42 min. 05 sec. West with the East line of Block F, a distance of 639.54 ft. to a ½" iron rod (found) for the Northeast corner of same, in the South right of way of Imperial Drive;

THENCE South 88 deg. 57 min. 33 sec. East with the South right of way of Imperial Lane, a distance of 26.01 ft. to a ½" iron rod (set) for corner at the Southeast terminus of same;

THENCE northerly with the East right of way of Imperial Drive as follows:
North 01 deg. 02 min. 27 sec. East with a distance of 50.00 ft. to a ½" iron rod (set) for corner,
North 88 deg. 57 min. 33 sec. West a distance of 8.93 ft. to a ½" iron rod (set) for corner,
North 43 deg. 57 min. 33 sec. West a distance of 21.21 ft. to a ½" iron rod (set) for corner,
and North 01 deg. 02 min. 27 sec. East a distance of 105.00 ft. to the place of beginning, containing 14.908 acres or 649,410 square feet of land.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Jonathan Wang acting herein by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as SANGER CIRCLE, PHASE 7, an addition to the City of Sanger, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parks, and watercourses, and to the public use forever easements for sidewalks, storm drainage facilities, utilities and any other property necessary to serve the plot and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Sanger. The City of Sanger and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND this _____ day of _____, 2024.

Owner

Title and Company

State of Texas
County of Denton

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

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public in and for the State of Texas

Print Notary's Name

My Commission Expires _____

Approved and Accepted	
Chairman, Planning & Zoning Commission City of Sanger, TX	Date
Mayor City of Sanger, TX	Date
Attested by	
City Secretary City of Sanger, TX	Date

STATE OF TEXAS
COUNTY OF DENTON

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.



REGISTERED PUBLIC LAND SURVEYOR TEXAS R.P.L.S. NO. 5515 _____ DATE _____

Date: 6-17-24
Dwg Scale: Hor. 1"=60'
Vert.
Dwg File: 0118001FPT.DWG
Project No. 0118001

FPT2

SURVEYOR
JOHN COWAN & ASSOCIATES, INC.
10147 CR 135 FULTON, TEXAS 75762 PH: (903) 581-2236
FIRM REGISTRATION CERTIFICATION NO. 10025500

FINAL PLAT SANGER CIRCLE, PHASE 7
14.908 AC. 63 RES. LOTS - 1 HOA LOT
3.138 AC. RIGHT-OF-WAY DEDICATION
REUBEN BEBEE SURVEY, ABST. NO. 29
CITY OF SANGER, DENTON COUNTY, TEXAS

APPROV.
REVISION
DATE
No.
Middleton & Assoc., LLC
CONSULTING CIVIL ENGINEERS & LAND PLANNERS
TYPE #F-10900
2785 ROCKBROOK DRIVE, SUITE 105
LEWISVILLE, TEXAS 75067 (972) 393-9800



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

☐

Preliminary
 Plat Minor
 Plat

☒

Final
 Plat/Replat
 Amended Plat

☐

Vacating Plat
 Conveyance
 Plat

Applicant

Owner (if different from applicant)

Name: Eugene Middleton, P.E.	Name: Mr. Jonathan Wang
Company: Middleton & Associates, LLC	Company: Sanger Land Development LLC
Address: 2785 Rockbrook Drive, Su. 105	Address 101 Forest Bend Drive
City, State, Zip: Lewisville, Texas 75067	City, State, Zip: Coppell, Texas 75019
Phone 972-393-9800	Phone: 214-316-2256
Fax:	Fax:
Email: eugene@middleton-associates.com	Email: wangjtc@verizon.net

Submittal Checklist

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

Supporting Materials (List if provided): Approved Civil Engineering PlansR Number(s): 266024

Owner's Signature

Date

Applicant's Signature

Date

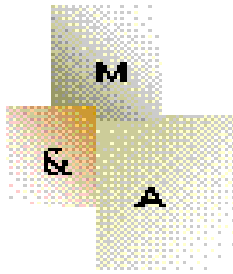
Office Use: Reviewed by Director of Development Services __/__/__

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

940-458-2059 (office)

www.sangertexas.org

Effective Date: 02/11/2020



MIDDLETON & ASSOCIATES, LLC

CONSULTING CIVIL ENGINEERS AND LAND PLANNERS

July 16, 2024

Ms. Ramie Hammonds
 Director of Development Services
 City of Sanger
 201 Bolivar Street
 Sanger, Texas 76266

RE: Letter of Intent
 Final Plat for Sanger Circle Phase 7
 Sanger, Texas

Dear Ramie:

Please accept this Letter of Intent for the submittal of the Final Plat for Sanger Circle Phase 7. The property is approximately 14.908 acres owned by Sanger Land Development LLC. This tract is currently zoned PD and contains open pastureland with no tree cover. The civil engineering plans for this tract have been approved. The property will be serviced by CoServ electric, and an Availability letter is part of this submittal.

The purpose of this plat is to subdivide the property into 63 residential lots and two HOA lots. This tract is the last phase of the Sanger Circle Development. We are the applicants for this submittal and Mr. Jonathan Wang is the owner.

We request that the plat be reviewed and considered by the appropriate approval body. If you have any other questions or would like additional information regarding our submittal, please contact myself at 972-393-9800 or Mr. Wang at 214-316-2256.

Sincerely,
MIDDLETON & ASSOCIATES, LLC.

Eugene Middleton, P.E.
 President



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on the Preliminary Plat of Sanger Industrial 2, being 93.159 acres of land described as A0029A R. BEEBE, TR 110, OLD DCAD SHT 3, TR 13, A0029A R. BEEBE, TR 111 TR 15, and A0029A R. BEEBE, TR 112, OLD DCAD SHT 3, TR 14, located in the City of Sanger, generally located east of Stemmons Freeway and approximately 938.8 feet south of Lois Road.

SUMMARY:

- The applicant is proposing to create 1 Industrial lot from 3 un-platted lots
- The site will be associated with a future industrial development
- The property is zoned industrial
- The site currently has an existing house and out buildings that will be removed with development
- The property will be served by City of Sanger Water, Sewer and Electric

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

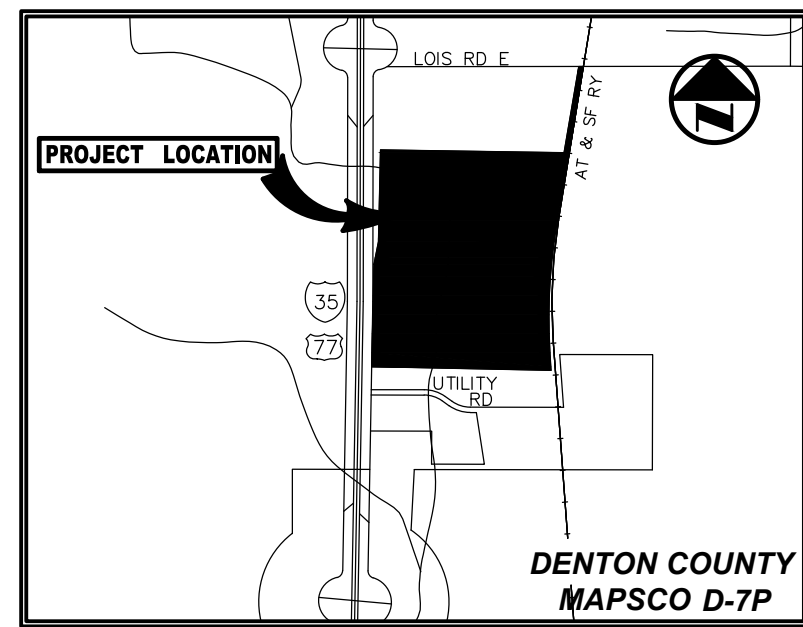
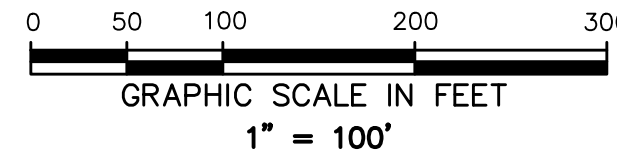
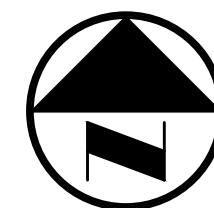
Staff recommends APPROVAL

ATTACHMENTS:

Location Map
Preliminary Plat
Application
Letter of Intent

LOIS ROAD E

(A VARIABLE WIDTH RIGHT-OF-WAY)



VICINITY MAP
(NOT TO SCALE)

LEGEND

UGL	UG CABLE MARKER	IRS	1/2-INCH IRON ROD
ELEC	ELECTRIC BOX	W	"PACHECO KOCH" CAP SET
PH	FIRE HYDRANT	(C.M.)	CONTROLLING MONUMENT
FP	FLAG POLE	---	PROPERTY LINE
PP	POWER POLE	---	EASEMENT LINE
PP	PP W/ GUY ANCHOR	---	LIMITS OF FLOOD ZONE
TEL	TELEPHONE BOX	-X-	FENCE
TV	TELEPHONE VAULT	---GHL---	OVERHEAD UTILITY LINE
WV	WATER VALVE	---	GUARD RAIL
		---	UNDERGROUND TELEPHONE LINE

NOTES

- Bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on August 31, 2023 with a combined scale factor of 1.000150630.
- Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Map No. 48121C00706, Community-Panel No. 480786 0070 G, Revised Date: April 18, 2011. The location of the said floodzones is based on said map, is approximate and is not located on the ground. Relevant zones are defined on said map as follows:

Zone "X" - Other Areas: Areas determined to be outside the 0.2% annual chance floodplain.

Zone "A" - Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood: No base flood elevations determined.
- The distances shown hereon for adjoining and adjacent properties have been compiled from recorded plats and deeds, and do not necessarily represent field verified or monumented distances.
- The survey abstract lines shown hereon are approximate and are not located on the ground.

"Preliminary Plat for Review Purposes Only"

The following certificates shall be placed on the preliminary plat by the subdivider: Approved for Preparation of Final Plat

City of Sanger, TX
Planning & Zoning Commission

Date

(SHEET 1 OF 2)
PRELIMINARY PLAT
LOT 1, BLOCK A,
SANGER INDUSTRIAL PARK

A 93.159 ACRE TRACE OF LAND
LOCATED IN THE CITY OF SANGER
AND BEING OUT OF THE
REUBEN BEBEE SURVEY, ABSTRACT NO. 29,
DENTON COUNTY, TEXAS

Westwood

9800 HILLWOOD PARKWAY
SUITE 250
FORT WORTH, TX 76177
817.562.3350

DRAWN BY	CHECKED BY	SCALE	DATE	JOB NUMBER
JNR	DCP	1"=100'	APRIL 2024	R0040553.00

TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301

ENGINEER:
WESTWOOD PROFESSIONAL SERVICES
CONTACT: ALEX CAMUNEZ, P.E.
7557 RAMBLER RD #1400
DALLAS, TEXAS 75231
972-235-3031

SURVEYOR:
WESTWOOD PROFESSIONAL SERVICES
CONTACT: DUSTIN C. PUSTEJOVSKY, R.P.L.S.
9800 HILLWOOD PKWY #250
FORT WORTH, TEXAS 76177
817-562-3350

OWNER:
MS PARK CONSTRUCTION, LLC
CONTACT: PARK MUN SEONG
17 STATE STREET, SUITE 3930
NEW YORK, NEW YORK 10004

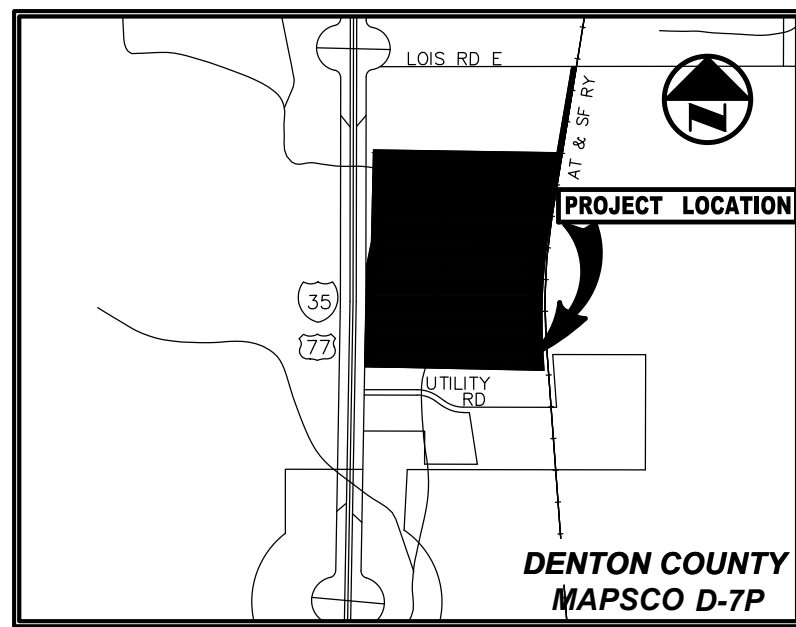
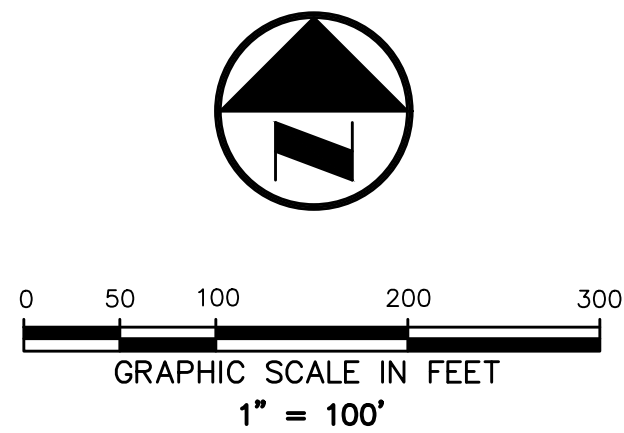
MATCH LINE (SEE SHEET 2)

INTERSTATE HIGHWAY NO. 35E

(A VARIABLE WIDTH RIGHT-OF-WAY)

BURLINGTON NORTHERN SANTA FE RAILROAD
(A 100 FOOT WIDE RIGHT-OF-WAY)

PRELIMINARY PLAT - LOT 1, BLOCK 1A, SANGER INDUSTRIAL PARK



VICINITY MAP
(NOT TO SCALE)

LEGAL DESCRIPTION

DESCRIPTION, OF A 93.159 ACRE TRACT OF LAND SITUATED IN THE REUBEN BEBEE SURVEY, ABSTRACT NO. 29, CITY OF SANGER, DENTON COUNTY, TEXAS; SAID TRACT BEING ALL OF THAT TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO PNK T1 LLC RECORDED IN DOCUMENT NO. 2023-62712 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS; SAID 93.159 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A 1/2-INCH IRON ROD WITH 'TXDOT' CAP FOUND FOR THE SOUTHWEST CORNER OF SAID PNK T1 LLC TRACT; SAID POINT BEING THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEN TO LATHAM STAIRS & MILLWORKS, INC. RECORDED IN DOCUMENT NO. 2017-37466 OF SAID OFFICIAL PUBLIC RECORDS AND BEING IN THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 35E;

THENCE, ALONG THE WEST LINE OF SAID PNK T1 LLC TRACT AND SAID EAST LINE OF INTERSTATE HIGHWAY NO. 35E THE FOLLOWING THREE (3) CALLS:

NORTH 01 DEGREES, 17 MINUTES, 14 SECONDS EAST, A DISTANCE OF 1,045.75 FEET TO A 1/2-INCH IRON ROD WITH 'TXDOT' CAP FOUND FOR CORNER;

NORTH 11 DEGREES, 06 MINUTES, 45 SECONDS EAST, A DISTANCE OF 234.44 FEET TO A 1/2-INCH IRON ROD WITH 'TXDOT' CAP FOUND FOR CORNER;

NORTH 01 DEGREES, 17 MINUTES, 43 SECONDS EAST, A DISTANCE OF 938.63 FEET TO A 1/2-INCH IRON ROD WITH 'TXDOT' CAP FOUND FOR CORNER;

THENCE, SOUTH 89 DEGREES, 07 MINUTES, 32 SECONDS EAST, DEPARTING SAID EAST LINE OF STATE HIGHWAY NO. 35E AND ALONG THE NORTH LINE OF SAID PNK T1 LLC TRACT, A DISTANCE OF 1,929.42 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID PNK T1 LLC TRACT; SAID POINT BEING IN THE WEST RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD (A 100-FOOT WIDE RIGHT-OF-WAY);

THENCE, ALONG THE EAST LINE OF SAID PNK T1 LLC TRACT AND SAID WEST LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD THE FOLLOWING THREE (3) CALLS:

SOUTH 09 DEGREES, 57 MINUTES, 54 SECONDS WEST, A DISTANCE OF 700.50 FEET TO A 1/2-INCH IRON ROD WITH 'ALLIANCE' CAP FOUND FOR CORNER AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

IN A SOUTHERLY DIRECTION ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 13 DEGREES, 27 MINUTES, 51 SECONDS, A RADIUS OF 5,779.58 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 03 DEGREES, 13 MINUTES, 41 SECONDS WEST, 1,355.04 FEET, AN ARC DISTANCE OF 1,358.16 FEET TO A 1/2-INCH IRON ROD WITH 'ALLIANCE' CAP FOUND AT THE END OF SAID CURVE;

SOUTH 03 DEGREES, 23 MINUTES, 30 SECONDS EAST, A DISTANCE OF 179.61 FEET TO A 1/2-INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID PNK T1 LLC TRACT; SAID POINT BEING IN THE NORTHEAST CORNER OF LOT 1, IES INDUSTRIAL PARK, AN ADDITION TO THE CITY OF SANGER ACCORDING TO THE PLAT RECORDED IN 2011-113350 OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, NORTH 88 DEGREES, 49 MINUTES, 23 SECONDS WEST, DEPARTING SAID WEST LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD AND ALONG THE SOUTH LINE OF SAID PNK T1 LLC TRACT, AT A DISTANCE OF 464.88 FEET PASSING THE NORTHWEST CORNER OF SAID LOT 1; AT A DISTANCE OF 1,184.06 FEET PASSING THE NORTHEAST CORNER OF SAID LATHAM STAIRS & MILLWORKS, INC., CONTINUING IN ALL A TOTAL DISTANCE OF 1,832.58 FEET TO THE POINT OF BEGINNING;

CONTAINING: 4,058,027 SQUARE FEET OR 93.159 ACRES OF LAND, MORE OR LESS.

"Preliminary Plat for Review Purposes Only"

The following certificates shall be placed on the preliminary plat by the
subdivider: Approved for Preparation of Final Plat

City of Sanger, TX
Planning & Zoning Commission

Date

LEGEND

CBL** UG CABLE MARKER	IRS	1/2-INCH IRON ROD
ELEC □ ELECTRIC BOX	(C.M.)	W/"PACHECO KOCH" CAP SET
TH ♦ FIRE HYDRANT		CONTROLLING MONUMENT
FP* FLAG POLE		PROPERTY LINE
PP* POWER POLE		EASEMENT LINE
PP W/ GUY ANCHOR		LIMITS OF FLOOD ZONE
TEL □ TELEPHONE BOX		FENCE
TEL □ TELEPHONE VAULT		OVERHEAD UTILITY LINE
W* WATER VALVE		GUARD RAIL
		UNDERGROUND TELEPHONE LINE

NOTES

1. Bearing system for this survey is based on the Texas Coordinate System of 1983 (2011 adjustment), North Central Zone 4202, based on observations made on August 31, 2023 with a combined scale factor of 1.000150630.

2. Subject property is shown on the National Flood Insurance Program Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Map No. 48121C0070G, Community-Panel No. 480786 0070 G, Revised Date: April 18, 2011. The location of the said floodzones is based on said map, is approximate and is not located on the ground. Relevant zones are defined on said map as follows:

Zone "X" - Other Areas: Areas determined to be outside the 0.2% annual chance floodplain.

Zone "A" - Special Flood Hazard Areas (SFHAs) subject to inundation by the 1% annual chance flood: No base flood elevations determined.

3. The distances shown hereon for adjoining and adjacent properties have been compiled from recorded plats and deeds, and do not necessarily represent field verified or monumented distances.

4. The survey abstract lines shown hereon are approximate and are not located on the ground.

ENGINEER:
WESTWOOD PROFESSIONAL SERVICES
CONTACT: ALEX CAMUNEZ, P.E.
7557 RAMBLER RD #1400
DALLAS, TEXAS 75231
972-235-3031

SURVEYOR:
WESTWOOD PROFESSIONAL SERVICES
CONTACT: DUSTIN C. PUSTEJOVSKY, R.P.L.S.
9800 HILLWOOD PKWY #250
FORT WORTH, TEXAS 76177
817-562-3350

OWNER:
MS PARK CONSTRUCTION, LLC.
CONTACT: PARK MUN SEONG
17 STATE STREET, SUITE 3930
NEW YORK, NEW YORK 10004

TX REG. ENGINEERING FIRM F-11756
TX REG. SURVEYING FIRM LS-10074301

Denton CAD Web Map

Item 7.

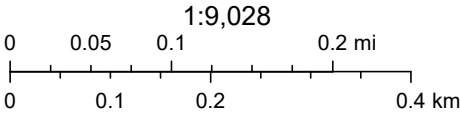


6/6/2024, 3:59:15 PM

 Parcels



Location: Sanger Industrial No. 2
Preliminary Plat
24SANZON-0009



© OpenStreetMap (and) contributors, CC-BY-SA

Disclaimer: This product is for informational purposes only and has not 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 boundaries.



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SUBDIVISION APPLICATION

☒

Preliminary
Plat Minor
Plat

☒

Final
Plat/Replat
Amended Plat

☐

Vacating Plat
Conveyance
Plat

Applicant

Owner (if different from applicant)


Name: <u>Alex Camunez</u>	Name: <u>Park Mun Seong</u>
Company: <u>Westwood Professional Services</u>	Company: <u>PNK T1, LLC</u>
Address: <u>7557 Rambler Road, Suite 1400</u>	Address <u>17 State Street, Suite 3930</u>
City, State, Zip: <u>Dallas, Texas 75231</u>	City, State, Zip: <u>New York, New York 10004</u>
Phone <u>972-235-3031</u>	Phone:
Fax:	Fax:
Email: <u>alex.camunez@westwoodps.com</u>	Email:

Submittal Checklist

<input type="checkbox"/>	Pre-Application Conference (Date: <u>08/30 / 2023</u>)
<input type="checkbox"/>	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
<input type="checkbox"/>	Letter of Intent
<input type="checkbox"/>	Non-Refundable Application Fee (Check Payable to City of Sanger)
<input type="checkbox"/>	Application Form (Signed by Owner)
<input type="checkbox"/>	Applicable Plat Checklist (Completed)
<input type="checkbox"/>	Additional Required Documents/Traffic & Drainage Studies etc.
<input type="checkbox"/>	One (1) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development@sangertexas.org

Supporting Materials (List if provided): _____

R Number(s): _____

Park Mun Seong /  Apr-17,2024
Owner's Signature Date

Applicant's Signature Date

Office Use: Reviewed by Director of Development Services / /



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SUBDIVISION APPLICATION

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Preliminary
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Fax:	Fax:
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Park Mun Seong /  Apr-17,2024
Owner's Signature Date

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Office Use: Reviewed by Director of Development Services / /



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PRELIMINARY PLAT CHECKLIST

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

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



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☒ Existing Features:

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

PRELIMINARY PLAT CHECKLIST (cont.)

☒ New Features: [Engineering Plans](#)

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

☐ Table showing the following information:

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



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

The following notice shall be placed on the face of each preliminary plat by the subdivider:

"Preliminary Plat for Review Purposes Only"

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

subdivider: Approved for Preparation of Final Plat

City of Sanger, TX
Planning & Zoning Commission

Date



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FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST

- ☒ The Plat shall be drawn to a scale of not more than two hundred feet to the inch (1" = 200').
- ☒ The boundary marked with heavy weighted lines with accurate distances and bearings, a metes and bounds description of the boundary (error of closure shall not exceed one (a) in fifty thousand (50,000) for the plat boundary), exact acreage to hundredths, and the exact location and width of all existing or recorded rights-of-way intersecting the boundary of or bordering on the tract. One (1) copy of the traverse closure sheet shall be enclosed.
- ☒ True bearings and distances to the nearest established street lines, official monuments or subdivision corner, which shall be accurately described on the plat. Municipal, township, county or abstract survey lines shall be accurately tied to the lines of the subdivision by the distances and bearings, where applicable.
- ☒ Describe and locate all permanent survey monument, pins, and control points and tie and reference the survey corners at two points to the Texas State Plane Coordinate System North Central Zone 1983-1999 datum. The Point of Beginning (POB) shall be clearly marked including State Plane Coordinates, NAD 83.
- ☒ An accurate location of at least two (2) corners of the subdivision with reference to original corners of the original survey of which the subdivision is a part or an existing permanent monument to an approved and recorded plat or permanent markers established by and approved by the City Engineer.
- ☒ Subdivision name of adjacent properties (P.R.D.C.T) or ownership information for adjacent unplatted properties (D.R.D.C.T.) with recording information.
- ☒ An accurate location of the subdivision in reference to the deed records of the county which shall include the volume and page of the deed of the property to be subdivided.
- ☒ If the property owner information does not match the Denton Central Appraisal District record, then information related to the purchase must be provided.
- ☒ The exact layout, including:
 - 1) Street and/or alley names
 - 2) The length of all arcs, radii, internal angles and points of curvature, length and bearing of the tangents
 - 3) All existing and proposed easements for right-of-way, public services, utilities or any other easements and any limitations of the easements
 - 4) Show centerline of existing streets. Dimensions from centerline to edges of existing and proposed right-of-way on both sides of the centerline.
 - 5) All lot number and lines, with accurate dimensions in feet and hundredths and with bearings and angles to street and alley lines to the nearest second
- ☒ The accurate location, material, and approximate size of all monuments.



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- ☒ The accurate outline description of all property which is offered for dedication for public use, such as parks, etc., with the purpose indicated thereon, and all property that may be reserved by deed covenant for the common use of the property owners in the subdivision.
- ☒ A signed and notarized copy of private restriction (if any), that are filed for record in the office of the County Clerk shall be provided with the Final Plat.
- ☒ Name and addresses of the owner, subdivider, engineer, and surveyor.

FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST
(cont.)

- ☒ North point, written and graphic scale, and date.
- ☒ 3"x3" recording box at the lower right hand corner.
- ☒ A Title Block with the following information shall be provided on each page:
 - 1) Plat Type (ex: "Final Plat", "Preliminary Plat", etc.)
 - 2) Name of the proposed development/addition/subdivision
 - 3) Total number of lots and HOA/Open Space lots
 - 4) Survey name and abstract number
 - 5) Gross acreage
 - 6) Right-of-Way acreage, if dedicated
 - 7) Date of preparation and subsequent revisions
- ☒ Standard Notation to be added on the plat:
 - 1) "All lots comply with the minimum size requirements of the zoning district."
 - 2) "This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due."
 - 3) "All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common area within the City's right-of-way will require a facilities agreement, to be reviewed and approved by the City."
 - 4) "Notice – selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits."
 - 5) "This plat does not alter or remove existing deed restrictions, if any, on this property."
 - 6) "Minimum finished floor elevations are at least 2 feet above the 100 year flood plain."
 - 7) "The subject property does not lie within a 100 – year floodplain according to Community Panel No. _____, dated _____, of the National Flood Insurance Rate Maps for Denton County, Texas."
 - 8) "The purpose of this plat is _____ [state the purpose] _____"
 - 9) "Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83)"



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- ☒ The name, address and phone number of all utilities providing service to the development is required. A signature from each provider or a will-serve letter, signifying their ability to provide service to the subdivision is required.
- ☒ Location map showing existing and proposed streets and thoroughfares covering an area at least one thousand feet (1000') outside the proposed subdivision.
- ☒ One paper copy (24"x36") and one soft copy (pdf) of approved civil/construction plans, along with GIS/CAD files for all approved public improvements on a CD/DVD.

- N/A ☐ For Conveyance Plats Only: All conveyance plats must be titled "Conveyance Plat" and carry the following text:

"A conveyance plat is a record of property approved by the City of Sanger for the purpose of sale or conveyance in its entirety or interests thereon defined. No building permit may be issued, nor development begin, nor permanent public utility service provided until a final plat is approved, filed of record and public improvements are accepted in accordance with the City of Sanger Code of Ordinances. Selling a portion of this property by metes and bounds, except as shown on an approved, filed and accepted conveyance plat, final plat or replat is a violation of the state law."



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FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST

- ☒ Certification by a registered public surveyor or licensed state land surveyor, registered in the State of Texas to the effect that the plat represents a survey made by him or under his direct supervision and that all monuments shown thereon have been verified and actually exist, and that their location, size, and material are correctly shown. Such surveyor's certificate may be prepared as follows:

**"State of Texas
County of Denton**

I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made on the ground under my supervision.

(Engineer or Surveyor's Seal)

Licensed Professional Engineer OR
Registered Public Land Surveyor Texas R.P.L.S. No.

Date"

- ☒ A certificate of ownership and dedication of all streets, alleys, parks, and playgrounds to public use forever, signed and acknowledged before a notary public, by the owner or authorized representative and lien holder of the land, and a complete and accurate description of the land subdivided and the streets dedicated. Such owner's certificate may be prepared as follows:

**"State of Texas
County of Denton**

I (we), the undersigned, owner(s) of the land shown on this plat within the area described by metes and bounds as follows:

(Metes and Bounds Description of Boundary)

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, acting herein by and through its duly authorized officer, does hereby adopt this plat designating the hereinabove described property as _____ (lot/block/subdivision), an addition to the City of Sanger, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parks, and watercourses, and to the public use forever easements for sidewalks, storm drainage facilities, utilities and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Sanger. The City of Sanger and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

WITNESS MY HAND this _____ day of _____, 20_____.

_____, Owner
_____, Title and Company (if applicable)"



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FINAL, REPLAT, MINOR, AMENDED, AND CONVEYANCE PLAT CHECKLIST
(cont.)

"State of Texas
County of Denton

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

Given under my hand and seal of office this ____ day of _____, 20____.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires _____."

- ☒ The following certificate shall be included on the plat in a manner that will allow the signatures of the designated officials and the affixing of the City Seal.

"Approved and Accepted

Chairman, Planning & Zoning Commission

e City of Sanger, TX

Date

Mayor
City of Sanger, TX

Date

Attested by

City Secretary
City of Sanger, TX"

Date



CITY COUNCIL COMMUNICATION

DATE: 10/7/24

FROM: Laura Klenke, Library Director

AGENDA ITEM: Consideration and possible action on adopting new library operating hours.

SUMMARY:

- The library board has discussed adopting new hours to reflect the community's needs as well as balancing our own staff needs. Over the summer, we took the opportunity to review circulation statistics, library visits, patron survey data, our current and future programming schedules and Sanger ISD's four-day school week, and commuter needs into consideration.

After extensive research and data analysis, we have determined a schedule that will help meet the needs of the community and give us opportunities to continue to effectively plan, promote and provide engaging and unique programming to our evolving community.

- We would like to start these hours on a 6-month trial basis to allow for revisions, effective Monday, October 14, 2024. We will continue to evaluate the data, and speak with our patrons about operational hours within this 6-month period. We are anticipating moving towards a summer schedule later this year. Our Thursday evening programs have been very popular, indicating community support for extended evening hours.
- The proposed schedule not only maintains the established 43 operating hours, but also adds an additional half hour to the Friday schedule, for 43.5 open hours.

FISCAL INFORMATION:

Budgeted: YES/NO

Amount: \$0.00

GL Account: XXX.XX.XXXX

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

Proposed Library Hours 09-10-24.pdf

SANGER PUBLIC LIBRARY HOURS

SANGER REGULAR SCHEDULE

Open	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	
Close	6:00 PM	6:00 PM	6:00 PM	6:00 PM	5:00 PM	2:00 PM	
Hours	8.0	8.0	8.0	8.0	7.0	4.0	43.0

SANGER PROPOSED

Open	9:30 AM	11:30 AM	9:30 AM	11:30 AM	9:30 AM	9:30 AM	
Close	6:00 PM	7:00 PM	6:00 PM	7:00 PM	5:00 PM	1:30 PM	
Hours	8.5	7.5	8.5	7.5	7.5	4.0	43.5



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Donna Green, Director of Marketing and Civic Engagement

AGENDA ITEM: Consideration and possible approval of Fireworks Addendum 2025

SUMMARY:

- On December 5th, 2022, the City Council awarded an RFP to Illumination Fireworks to provide fireworks for our annual Freedom Fest.
- City Council approved (2) two additional one-year extension possibilities for the contract.
- The fireworks in 2024 represented the first one-year extension.
- This extension will be for the fireworks show to be held on Saturday, June 28th, 2025.

FISCAL INFORMATION:

Budgeted: Yes

Amount: \$41,375

GL Account: 31-5270.4

RECOMMENDED MOTION OR ACTION:

Staff recommends approval of the Fireworks Addendum for 2025.

ATTACHMENTS:

- City Council Communication
- City of Sanger Fireworks RFP



ILLUMINATION
FIREWORKS - PYRO - SPECIAL FX

Item 9.

ESTIMATE

E-11898

1605 Crescent Circle, Suite 200
Carrollton, TX 75006

06.28.25 City of Sanger [1.3G]

Account Manager

Elizabeth Yankanich

Ship Date

6/28/2025 12:00 AM

Return Date

6/28/2025 12:00 AM

Shipping Address

33.341568 -97.178133
Sanger, Tx 76266

Billing Address

502 Elm Street
Sanger, Texas 76266

Description	Retail Price	Price	Qty	Sub Total
21 Minute 1.3G Premium Fireworks Display (shells up to 8")	\$42,600.00	\$41,325.00	1	\$41,325.00
State Permit Fee	\$50.00	\$50.00	1	\$50.00
Display Estimate Includes:				
\$5,000,000 (Five Million) General Liability & Auto Insurance				
Workers Compensation Insurance				
Federal ATF Explosives License, State & Local Permit Acquisition				
Computer Scripting/Choreography				
All Necessary Transportation				
All Necessary Equipment				
All Necessary Labor Including Experienced, Licensed Pyrotechnicians & Assistants				
100% Electronic Computer Firing				
Equipment Tear-down & Cleanup				

Estimate Notes

Upon request, Illumination Fireworks will provide a custom audio soundtrack to accompany the fireworks display. Audio Equipment and playback is the sole responsibility of the client.

*Premium Season rain dates will be available if/when postponement occurs and is at the discretion of Illumination Fireworks.

Sub Total	\$42,650.00
Discount	\$1,275.00
Total	\$41,375.00



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Donna Green, Director of Marketing and Civic Engagement

AGENDA ITEM: Consideration and possible approval on Holiday Lighting Addendum 2024

SUMMARY:

- On May 1, 2023, City Council awarded an RFP to First Choice Lights for the City's Christmas Lighting and Decorations.
- City Council authorized two possible one-year extensions to the contract.
- Decorations for 2024 will be the first of two one-year extensions to the contract

FISCAL INFORMATION:

Budgeted: Yes

Amount: \$68,860

GL Account: 31-5270.4

RECOMMENDED MOTION OR ACTION:

Staff recommends approval to move forward on the RFP for the 2025 Freedom Fest Fireworks Display.

ATTACHMENTS:

- City Council Communication
- City of Sanger Fireworks RFP

Addendum

Project: 2024 Holiday Lighting and Decorations

Proposal Reference: RFP-2023-03

Date of Addendum: 09/05/2024

Issued By: City of Sanger

To: All Prospective Respondents

This Addendum forms a part of the Request for Proposal referenced above and modifies EXHIBIT "A" — RFP-2023- 03 2023 Holiday Lighting and Decorations, EXHIBIT "B" — Holiday Lighting City of Sanger 2023 Lighting Proposal entered into between First Choice Lights and City of Sanger on May 16th, 2023. Both parties agree to the following terms and conditions.

1. Renewal:

This marks the first of two contract renewals for Holiday Lighting and Decorations.

2. Pricing:

2023 Contract Price: \$57,310

2024 Contract Price: \$68,860

The 2024 price includes the addition of a sleigh and additional lighting displays that will further enhance the holiday decorations throughout the City of Sanger. Refer to Quote #4998 for detailed breakdown of the installation.

3. Other Terms and Conditions:

All other terms and conditions of the original contract remain in full force and effect. Any amendments or modifications not expressly covered in this Addendum must be mutually agreed upon in writing by both parties.

City of Sanger

On behalf of Client:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Donna Green, Director of Marketing and Civic Engagement

AGENDA ITEM: Consideration and possible action on authorizing staff to issue a Request For Proposal for Sound, Lighting, and Stage for Special Events.

SUMMARY:

- The City of Sanger hosts several events throughout the year that require the use of a Stage with lighting and sound.
- Staff is making preparations for the events in 2025.
- Staff is seeking approval for an RFP for Sound, Lighting, and Stage for Special Events in 2025 with a possibility of 4 (4) one-year renewals.

FISCAL INFORMATION:

Budgeted: Yes

Amount:

GL Account: Multiple

RECOMMENDED MOTION OR ACTION:

Staff recommends approval to move forward on the RFP for the 2025 Events requiring Stage Lighting and Sound.

ATTACHMENTS:

- City Council Communication
- City of Sanger Stage Lighting and Sound RFP



REQUEST FOR PROPOSAL

SOUND, LIGHTING, AND STAGE FOR SPECIAL EVENTS

RFP # RFP-2024-03

City of Sanger, Texas
502 Elm Street
P O Box 1729
Sanger TX 76266

**CITY OF SANGER, TEXAS REQUEST FOR PROPOSAL (RFP) FOR
SOUND EQUIPMENT, LIGHTING, AND LARGE COVERED STAGE
FOR SPECIAL EVENTS**

Item 11.

NOTICE TO RESPONDERS:

The City of Sanger is issuing a Request for Proposals (RFP-2024-03) seeking proposals from vendors interested in providing a 24' Covered Stage, Lights, Sound, and Back-line Drum Kit for City-sponsored events. The vendor that is selected shall be responsible for providing the necessary personnel for supplying all equipment for the event and the necessary personnel for the set-up, maintenance and tear down of the equipment. The RFP documents related to this notice will be listed on and available for download from the City's website: www.sangertexas.org, under Administration/Public Notices. IMPORTANT: All interested parties should provide an email address to receive addendums to the Director of Marketing, Donna Green, at dgreen@sangertexas.org

Proposals marked **RFP: SOUND, LIGHTING, AND STAGE** are to be submitted to:

Donna Green
City of Sanger, Director of Marketing
502 Elm Street, PO Box 1729
Sanger, TX 76266
(469) 559-5876

REQUEST FOR PROPOSAL DEADLINE: 12:00 PM, TUESDAY, NOVEMBER 5, 2024

All proposals received will be reviewed by City Staff. Opening date: Tuesday, November 5th, 2024, at 2:00 P.M. The Staff's recommendation will be presented to the Sanger City Council for final approval.

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

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

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

1.1 Purpose; Scope of Work. The City of Sanger (the "City") is issuing this Request for Proposals (this "RFP") seeking proposals ("Proposals") from qualified firms or agencies ("Vendors") interested in providing sound equipment for special events, as more particularly described in the Scope of Work attached to the sample Professional Services Agreement as Exhibit B, and incorporated herein by reference.

In accordance with the City's Procurement Policies, the City will accept sealed Proposals for the Services specified in the Scope of Work.

1.2 Term. The terms and conditions of the agreement resulting from this RFP with the successful respondent shall remain in effect for one (1) year, commencing on January 1, 2025. The City shall have the sole option to renew the agreement annually for up to a maximum of four (4) additional one (1) year periods.

Agreement renewals shall be at the discretion of the City and will not be a right of the successful respondent. Ninety (90) days prior to the expiration date of the contract, the contractor will submit to the City a price schedule for renewal of the agreement, not exceeding a 4% increase, that will then be reviewed for approval. If approved, the City Manager will provide written notification of a continuation to the successful respondent.

1.3 Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

A. Irregular or Non-Responsive Proposals. The City shall consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City Manager or authorized designee, any of the following are true:

(1) Vendor does not meet the minimum required skill, experience, or requirements to perform or provide the Services.

(2) Vendor has a past record of failing to fully perform or fulfill contractual obligations.

(3) Vendor cannot demonstrate financial stability.

(4) Vendor's Proposal contains false, inaccurate, or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the Proposal.

B. Submittal Quantities. Interested Vendors must submit one (1) original and two (2) copies (three total submittals) of the Proposal.

C. Vendor Responsibilities. All Vendors shall (1) examine the entire RFP, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal, and (4) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Vendor submitting a late Proposal shall be so notified. Negligence in preparing a Proposal shall not be a good cause for withdrawal after the Proposal's Due Date and Time.

D. Sealed Submittals. All Proposals shall be sealed and clearly marked with the RFP number and title, RFP-2024-03, Sound Equipment and Large Stage for Special Events, on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The City is not responsible for the pre-opening of, post-opening of, or the failure to open, any Proposals not properly addressed or identified.

E. Pricing. The Vendor shall submit the same number of copies of the Proposal as described in Part I, Subsection 1.2(B) (Submittal Quantities) in a separate, sealed envelope enclosed with the Vendor's Proposal. Pricing shall be inclusive of all of the Services in the Scope of Work as described in the Professional Services Agreement in Exhibit B.

F. Address. All Proposals shall be directed to the following address: City of Sanger, ATT: Donna Green, 502 Elm Street, PO Box 1729, Sanger, TX 76266, or hand-delivered to City Hall by the Proposal Due Date and Time indicated on the cover page of this RFP.

G. Proposal Irrevocable. In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for 90 days after the Proposal Due Date and Time indicated on the cover of this RFP.

H. Amendment/Withdrawal of Proposal. At any time prior to the specified Proposal Due Date and Time, a Vendor (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Proposal. Facsimile, electronic (e-mail), or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended, or withdrawn after the specified Proposal Due Date and Time.

1.4 Cost of Proposal Preparation. The City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City and will not be returned.

1.5 Inquiries.

A. Written Inquiries. Any question related to the RFP, including any part of the Scope of Work, shall be directed to the RFP Administrator whose name appears on the cover page of this RFP. Questions shall be submitted in writing by the date indicated on the cover page of this RFP. In the event the City offices are closed on the Final Date for Inquiries, the Vendor may submit the question(s) to the RFP Administrator via e-mail. Any correspondence related to the RFP shall refer to the title and number, page, and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Due Date and Time.

B. Inquiries Answered. **Verbal or telephone inquiries directed to City staff will not be answered. Only inquiries directed to City staff via e-mail will be answered.** Within two business days following the Final Date for Inquiries listed on the cover page of this RFP, answers to all questions received via e-mail will be e-mailed to all parties who obtained an RFP package from the City and who legibly provided an e-mail address to the City. No questions, submitted in any form, will be answered after the Final Date for Inquiries.

1.6 Addenda. Any addendum issued as a result of any change in this RFP shall become part of the RFP and must be acknowledged in the Proposal submittal. Failure to indicate receipt of the addendum shall result in the Proposal being rejected as non-responsive. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the City with respect to this RFP will be available at:

City of Sanger City Hall
502 Elm Street, PO Box 1729, Sanger, TX 76266
City of Sanger website: www.sangertexas.org

1.7 Public Record. All Proposals shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification, in accordance with the City's Procurement Code.

1.8 Certification. By submitting a Proposal, the Vendor certifies:

A. No Collusion. The submission of the Proposal did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a City employee, officer, or agent in connection with the submitted Proposal. It (including the Vendor's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff. All contact must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Part I, Subsection 1.4 (Inquiries) above. Any attempt to influence the selection process by any means shall void the submitted Proposal and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent, and has adequate cash reserves to meet all financial obligations, including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the Proposal and the Vendor Information Form is genuine and the person signing has the authority to bind the Vendor. Failure to sign the cover letter and the Vendor Information Form, or signing either with a false or misleading statement, shall void the submitted Proposal and any resulting Agreement.

F. Professional Services Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Services Agreement including the Scope of Work and other Exhibits.

1.9 Award of Agreement.

A. Selection.

A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule listed on the cover page of this RFP. Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ.

The Selection Committee shall award the agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation criteria set forth in this RFP. The amount of applicable transaction privilege or use tax of the City shall not be a factor in determining the most advantageous Proposal. After the City has entered into an Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

B. Line-Item Option. Unless the Proposal states otherwise, or unless otherwise provided within this RFP, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

C. Multiple Award. The City, at its sole discretion, may elect to enter into Agreements with multiple Vendors who are qualified to provide the Services. The final terms and conditions of the proposed Agreement will be negotiated by the City with the successful offerors.

D. Form of Agreement. The selected Vendor will be required to execute the City's standard Professional Services Agreement in a form acceptable to the City Attorney. A sample of the standard agreement is included with this RFP. If the City is unsuccessful in negotiating an Agreement with the highest-scoring Vendor, the City may then negotiate with the second, then third, highest-scoring Vendor until an Agreement is executed. City Council approval may be required. The City reserves the right to terminate the selection process at any time.

E. Waiver; Rejection; Reissuance. Notwithstanding any other provision in this RFP, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Proposals or portions thereof, and (3) cancel or reissue an RFP.

F. Protests. Any Vendor may protest this RFP, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.10 Offer. A Proposal is an offer to contract with the City based upon the terms, conditions, and specifications contained in this RFP and the Vendor's responsive Proposal unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the Vendor has signed and the City has approved a Professional Services Agreement between the City and the Vendor in the form acceptable to the City Attorney. A sample Professional Services Agreement is included herein.

PART II. PROPOSAL FORMAT; SCORING

2.1 Evaluation Process. The selection committee will review each submittal for compliance with the Proposal requirements.

2.2 Proposal Format and Scoring. Proposals shall be organized and submitted in the format outlined below. Offerors must submit one clearly marked original and two (2) additional copies (for a total of three (3) submitted), each proposal containing the following items. Failure to conform to the designated format, standards, and minimum requirements shall result in a determination that the Proposal is non-responsive.

The Selection Committee will evaluate and award points to each Proposal based on the evaluation criteria as outlined in this document. The points listed below are the maximum number of points possible for each criterion; there is no minimum number that the Selection Committee must award.

- A. Table of Contents
- B. Proposed Plan for Project Including Content and Scope - 35 pts.
- C. Company Background and Consultant Qualifications - 10 pts.
 - Briefly describe your company's history, number of employees, and years in existence.
 - What is the team's current caseload?
 - What size clients does your company generally support?
- D. Offeror's References - 5 pts.

Experience with public sector agencies is necessary. Provide the names of three (3) clients for whom your company has provided similar services. Include the name of the client's company/agency, the name of a contact person, and their phone number.

These references will be checked, and it is the Vendor's responsibility to ensure that all information is accurate and current. The vendor authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide. The City's inability to verify references shall result in the Proposal being considered non-responsive.

- E. Understanding of the Task at Hand
- F. Your Company - 25 pts.

- Describe what makes your company uniquely qualified to provide services to the City.
- Describe your experience working specifically with municipalities.
- Please provide an overview of your services.
- Will you have a process in place for ensuring completion of the project in a timely, accurate, and inclusive manner? Please describe.

G. Expertise - 25 pts.

- What familiarity and experience do you have in the completion of the goals within our study?
- Are you able to provide stage hands for load-in and load-out for musicians?
- What plans do you have to obtain City employee input and involvement in the process?
- What kind of creative processes will you implement to achieve success that sets you apart from your competitors?
- What types of novel technologies and other electronic tools will be utilized in maintaining all programs?

H. Special Services - 5 pts.

- Describe any additional services offered that may be of interest.

I. Pricing - 30 pts.

Provide a detailed cost estimate for completing the comparable services outlined in the Scope of Work in this RFP and a summary of benefits. The cost estimate should be provided in the format set forth in Exhibit C of the Professional Services Agreement.

Total Possible Points for Proposal: 100

3.1 Workers' Compensation and Employers' Liability:

- (1) State of Texas: \$1,000,000 Each Accident
- (2) Employer's Liability: \$100,000 Each Accident
- (3) \$500,000 Disease - Policy Limit
- (4) \$100,000 Disease - Each Employee
- (5) Waiver of Subrogation

3.2 Commercial General Liability:

- (1) Bodily Injury & Property Damage
- (2) General Aggregate Limit: \$1,000,000
- (3) Personal & Advertising Injury Limit \$500,000
- (4) Each Occurrence Limit \$1,000,000
- (5) The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in the Insurance Services Office (ISO) form CG0001.

3.3 Commercial Automobile Liability Limits:

- (1) Bodily Injury & Property Damage
- (2) Combined Single Limit: \$1,000,000
- (3) Medical Payments: \$ 5,000 Per Person
- (4) Uninsured/Underinsured Motorist \$100,000
- (5) Prior to the execution of any awarded contract by the City, the successful Bidder shall forward Certificates of Insurance to the Director of Marketing. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger, Texas 76266.

- a) If State minimums are greater than these minimums, the State requirements shall supersede the City's requirements. All policies shall list the City of Sanger as additional insured.
- b) Form 1295 Certificate of Interested Parties: Section 2252.908 of the Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for the creation of Form 1295. Once the form is completed online, printed, and signed, please return the form with your proposal submission.
- c) Conflict of Interest Questionnaire (Form CIQ): A person or business and their agents who seek to contract or enter into an agreement with the City are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ). The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations

with the City or submits an application, response to a request for proposals or correspondence, or other writing-related to any potential agreement with the City. For questions about these forms, please see the Texas Ethics Commission at: <https://www.ethics.state.tx.us>.

- (1) Exclusions: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member, a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.
- (2) When: person or business must file:
 - (a) The questionnaire - no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
 - (b) An updated questionnaire - within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
- (3) It does not matter if a bid or proposal submittal results in a contract. The statute requires a vendor to file a FORM CIQ when a proposal is submitted or negotiations commence.
- (4) Enforcement: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that a person files a FORM CIQ not later than seven business days after the person receives notice of a violation.

PROPOSAL

By signing and submitting this Proposal, Bidder agrees:

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

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

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF SANGER

AND

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of , 2024, between the City of Sanger, a Texas municipal corporation (the "City") and , (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, RFP-2024-03 "Sound, Lighting, and Stage, For Special Events" (the "RFP"), a copy of which is on file in the City's Secretary's Office and incorporated herein by reference, seeking proposals from vendors interested in providing sound, lighting, and stage equipment for City-sponsored events (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect for one year (the "Initial Term") unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to two successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.
2. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
3. Compensation. The City shall pay Contractor an amount for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.
4. Payments. The City shall pay the Contractor monthly based on the work performed and completed to date and upon the submission and approval of invoices.
5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

6. Contractor Personnel. Contractor shall provide adequate, experienced person capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

8. Licenses; Materials. Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

9. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Contractor, the Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Texas. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of

this Agreement are satisfactorily performed, completed, and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance.

a. The Successful Bidder shall procure and maintain in force during the terms of any contract awarded pursuant to this REQUEST FOR PROPOSAL, at its own cost, the following minimum insurance coverage:

i. Workers' Compensation and Employers' Liability:

- i) State of Texas: \$1,000,000 Each Accident
- ii) Employer's Liability: \$100,000 Each Accident
- iii) \$500,000 Disease - Policy Limit
- iv) \$100,000 Disease - Each Employee
- v) Waiver of Subrogation

ii. Commercial General Liability

- i) Bodily Injury & Property Damage
- ii) General Aggregate Limit: \$1,000,000
- iii) Personal & Advertising Injury Limit: \$500,000
- iv) Each Occurrence Limit \$1,000,000
- v) The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in the Insurance Services Office (ISO) form CG0001.

iii. Commercial Automobile Liability Limits:

- i) Bodily Injury & Property Damage

- ii) Combined Single Limit: \$1,000,000
- iii) Medical Payments: \$5,000 Per Person
- iv) Uninsured/Underinsured Motorist \$100,000
- v) Prior to the execution of any awarded contract by the City, the successful Bidder shall forward Certificates of Insurance to the Director of Marketing. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger, Texas 76266,
- b. If State minimums are greater than these minimums, the State requirements shall supersede the City's requirements. All policies shall list the City of Sanger as additional insured.
- c. Form 1295 Certificate of Interested Parties: Section 2252.908 of the Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed, and signed, please return the form with your proposal submission.

K. Conflict of Interest Questionnaire (Form CIQ): A person or business and their agents who seek to contract or enter into an agreement with the City are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ). The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to request for proposals or bids, correspondence, or other writing-related to any potential agreement with the City. For questions about these forms, please see the Texas Ethics Commission at: <https://www.ethics.state.tx.us.i>.

- a. Exclusions: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member, a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.
- b. When: person or business must file:
 - i. The questionnaire - no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
 - ii. An updated questionnaire - within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
 - iii. Enforcement: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that a person files a FORM CIQ not later

than seven business days after the person receives notice of a violation.

- iv. Compliance with HB 89: Consultant agrees per HB 89 Consultant shall not boycott Israel at any time while providing products or services to the City of Sanger.

[] Yes, we agree [] No, we do not agree [] N/A

- v. Compliance with SB 252: Consultant agrees per SB 252 that they shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Sanger.

[] Yes, we agree [] No, we do not agree

L. Miscellaneous

- a. The City of Sanger has found that Consultant is the most qualified party to fulfill the requirements of the agreement. In addition, this is a contract for the purchase of personal and/or professional services and therefore is exempt from competitive bidding.
- b. Contractor agrees that all notices or communications to Sanger permitted or required under this Agreement shall be addressed to Sanger at the following address:

City Manager
City of Sanger
502 Elm Street
P.O. Box 1729
Sanger, Tx 76266

- c. The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in City of Sanger, Texas. Exclusive venue shall lie in Denton County, Texas.
- d. Consultant and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

AUTHORITY TO SIGN

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.

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

Date: _____

CONTRACTOR

BY:

Date: _____

CITY OF SANGER

BY:

Mayor/City Manager

APPROVED AS TO FORM:

City Attorney

PROPOSAL

By signing and submitting this Proposal, Bidder agrees:

To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.

To furnish goods and services in strict compliance with the terms, conditions, specifications, and performance requirements of this Proposal.

That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via e-mail or United States Postal Service, express delivery, courier, or personal delivery to:

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

CITY OF SANGER
SOUND, LIGHTING, AND STAGE FOR SPECIAL EVENTS

SCOPE OF WORK

1. Introduction. The Contractor shall sound equipment at designated City-sponsored special events (the "Services") as more particularly set forth herein. The Services are required during weekends and holidays. The Contractor shall be responsible for supplying all equipment for the event and the necessary personnel for the set-up, maintenance, and tear-down of the equipment.

2. Special Events. Contractor shall provide the Services at the events and during the days and hours listed below (each a "Special Event or collectively, the Special Events"):

- i) Freedom Fest - This is the City of Sanger's annual 4th of July Celebration. This event draws between 5000 - 7500 people. This is a one-day event that will feature a professional headliner contracted with a rider. Up to 4 staff members to assist with load-in/out of bands.
- ii) Old Bolivar Station Songwriter Festival - This is a newer event. It will be in its 3rd year in 2025. Currently, this is a one-day event. We aspire to make it a two-day event and possibly a 2 ½ day event. This event currently draws 2000 - 3000 people over the course of the day. The event features one outdoor covered stage and up to 4 small indoor/outdoor venues. For the large outdoor stage, full sound and lighting, a backline, and a covered stage will be needed. For the indoor venues, sound equipment for up to 4 players at one time (acoustic acts), microphones, and staff members to operate sound in each venue. Stagehand for load in on outdoor stage.
- iii) Christmas on the Square and Holiday Parade - This requires one covered stage with lights and sound plus an operator for all equipment+ load-in and out of bands.

Event	Frequency	Details	Notes
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Freedom Fest	Yearly June 27, 2026 July 3, 2027 July 1, 2028 June 30, 2029	24' Mobile stage with a load-bearing roof + side wings Line array HDL 20 @) Pa flown with Meyers hp700 subs + Lights 12 led par downstage wash + 8 wash on upstage + light tech Generator 45kw for show date 2 - 4 Stage hands for load-in and out for bands Audio tech/light operator Backline - standard 5 pc drum kit (delivered/setup/pickup) * Subject to changed based on band rider. Installation of back, top and wing banners	Event runs from 5 - 11 PM. Stage set-up can be the night prior to the event or 6 AM day of event.
Old Bolivar Station Songwriter Festival	Yearly October 5th, 2025 1st Sat. in October going forward.	24' Mobile stage with a load-bearing roof + side wings Line array HDL 20 @) Pa flown with Meyers hp700 subs + Lights 12 led par downstage wash + 8 wash on upstage + light tech Generator 45kw for show date 2 - 4 Stage hands for load-in and out for bands Audio tech/light operator Backline - standard 5 pc drum kit (delivered/setup/pickup) Min of 2 small sound systems (8CH mixer, 2 spk on stands, 4 mics + 4 DI, stands and cable pack) 3 Audio techs 1 stage hand 1 generator to run the main stage Installation of back, top, and wing banners	Event runs from 4 - 10 PM. Stage can be set up the night prior to the event or 6 AM day of event.
Christmas on the Square	December 7th, 2025 Yearly - 1st Saturday in December.	24' Mobile stage with a load-bearing roof + side wings Line array HDL 20 @) Pa flown with Meyers hp700 subs + Lights 12 led par downstage wash + 8 wash on upstage + light tech Audio tech/light operator Installation of back, top, and wing banners	Event runs from 12 - 9 PM

Item 11.

3. **Changes, Additions, Deletions, Emergency Deployment.** The event dates above are subject to change. At the City's discretion, other events and/or locations may be added on an as-needed basis and Contractor shall provide the equipment and related services to the City at the pricing in the Fee Proposal, attached hereto as Exhibit C. Schedules of

events occurring during Renewal Terms shall be posted in December of the immediate prior year.

4. **Personnel**. Contractor shall provide the necessary personnel for the set-up, maintenance and tear down of the stages and all equipment as provided in the Fee Proposal, attached hereto as **Exhibit C**.
5. **Equipment**. Contractor shall supply stages and sound equipment as provided in the Fee Proposal, attached hereto as **Exhibit C**.

EXHIBIT C

FEE PROPOSAL - SOUND, LIGHTING, AND STAGE + EQUIPMENT FOR SPECIAL EVENTS

PRICING SHEET

Description	Event Price	Add-on pricing per unit
Note: Price quoted shall be total for all days of event		
Freedom Fest Inclusive		
Old Bolivar Station		
Songwriter Festival		
Christmas on the Square		
Misc. charges, please list:		

DECLARATION

Company Name: _____

Authorized Representative: _____

Title: _____

Address: _____

Phone Number: _____ Email Address: _____

Fax Number: _____ Website Address: _____

The undersigned proposer/offeror declares to have read and fully understand the request for proposal and agrees to all of the terms, conditions, and provisions contained therein; and proposes and agrees that if this proposal as submitted is accepted, proposer/offeror will contract to perform in accordance with the specifications and proposals. Said price is to include and cover all materials, labor, supervision, overhead, profit, and taxes to complete the job to the City's satisfaction.

Signature of Authorized Representative: _____

Date: _____



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Donna Green, Director of Marketing and Civic Engagement

AGENDA ITEM: Consideration and possible action on authorizing staff to issue a Request For Proposal for fireworks.

SUMMARY:

- Chapter 5, Section 304 of the City of Sanger Ordinance permits fireworks for celebrations/events at the city council's discretion.
- Staff is making preparations for the annual Freedom Fest Festival, which will be held on June 28th, 2024. Fireworks shows are typically scheduled approximately one year before the show's date.
- We issued an RFP for fireworks in 2022. The RFP's renewal term limit expires after the 2024 show.
- Staff is seeking approval for an RFP for fireworks for the 2025 event with a possibility of four (4) one-year renewals.

FISCAL INFORMATION:

Budgeted: Yes

Amount:

GL Account: 31-5270

RECOMMENDED MOTION OR ACTION:

Staff recommends approval to move forward on the RFP for the 2025 Freedom Fest Fireworks Display.

ATTACHMENTS:

- City Council Communication
- City of Sanger Fireworks RFP



REQUEST FOR PROPOSAL

FREEDOM FEST FIREWORKS DISPLAY

RFP # RFP-2024-05

City of Sanger, Texas
502 Elm Street
Sanger TX 76266

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

NOTICE TO RESPONDERS: The City of Sanger is accepting proposals to provide all related services, parts, permits, equipment, and labor required to do the annual fireworks show for Freedom Fest as stated in this REQUEST FOR PROPOSAL and posted on our website: www.sangertexas.org. The 2026 Freedom Fest Celebration will be held on Saturday, June 27, 2026, starting at approximately 9:30 PM.

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

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

REQUEST FOR PROPOSAL DEADLINE: 11:00 AM, MONDAY, NOVEMBER 4, 2024

All proposals received will be reviewed by City Staff. Opening date: Tuesday, November 5th, 2024 at 2:00 P.M. The Staff's recommendation will be presented to the Sanger City Council for final approval.

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

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

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

1) SCOPE OF WORK

- a. The 2026 Freedom Fest celebration will be held at the John Porter Sports Complex in Sanger, Texas on Saturday, June 27th, 2026.
- b. The term Fireworks within this Request for Proposal shall be defined as "Display Fireworks 1.3G, UN0335, as described by and for Display Fireworks by the ATF and NFPA." Only Display Fireworks shall be proposed for use in this REQUEST FOR PROPOSAL.
- c. This REQUEST FOR PROPOSAL is for one (1) year with four (4) one (1) year options to provide Display Fireworks for the Freedom Fest Celebration
- d. The City of Sanger Freedom Fest Celebration Fireworks show launches from an area directly across the highway from John Porter Sports Complex. Access to the launch site is not paved. Winning proposals shall work with the City of Sanger Fire Department for access.
- e. The City of Sanger reserves the right to move the launch site if needed.
- f. The Bidder shall have all applicable permits and licenses from the State of Texas and ATF, including but not limited to, Class B Fireworks Singular and Site Inspection Certification. The cost of permits and licenses shall be included in the submitted proposal. Contractor shall also coordinate with the local Fire Marshall for permits, inspections, and other required documents. Contractor shall provide licensed technicians to program and produce the show
- g. Bidder's proposal shall provide a plan for designing, choreographing a soundtrack, and executing a fireworks display.
- h. The fireworks display should be a minimum of 20 minutes with a maximum of 22 minutes; and
- i. The show will start promptly at 9:30 PM and include (4) segments; and
 - a. Contain approximately 9-11 minutes of continual assorted shells with assorted colors and shapes with minimal gaps, a variety of effects synchronized to music; and
 - b. Provide a mini finale of approximately 45 seconds to 1 minute with a flurry of shells, and a variety of effects synchronized to music; and
 - c. Another approximate 9 - 11 minutes of continual assorted shells with assorted colors and shapes with minimal gaps, a variety of effects synchronized to music and;
 - d. A spectacular grand finale of 30 - 40 seconds of continual assorted shells, and a variety of effects synchronized to music.
 - e. All shells shall be aerial shells. The City of Sanger will not accept multi-shot cake barrages or low-level or ground effect proposals.
 - f. Shell size minimum is 3" and maximum shell size is 8". Proposals with shell sizes outside of this scope will not be considered.
 - g. Bidder's proposal shall provide a proposal for a detailed map of the locations of all firework launch zones and fall-out zones.
 - h. The Bidder's proposal shall state that it will or will not provide cell phone contact information to ensure communication before, during, and after the event.

2) EVALUATION CRITERIA:

Proposal responses will be graded on the following criteria:

- a) 70% - Total cost to provide services based on the Scope
- b) 10% - References
- c) 10% - Familiarity with Sanger or cities of its approximate size.
- d) 10% - Size and number of shells relevant to cost.

3) REQUEST FOR PROPOSAL RESPONSE FORMAT:

- a) Proposals must be received at the City of Sanger City Hall at or before 11:00 a.m. CST on Monday, November 4, 2024. Open date: Tuesday, November 5th at 2:00 PM. Each Proposal must be properly identified with the subject title and date and time due. Bidder submissions must include: one (1) original and three (3) copies of the proposal submitted BOTH in written, hard-copy format, and one (1) copy in electronic format on a USB drive (submissions need to be set up as one file on the USB, not multiple individual folders/files), and delivered in a sealed envelope
By FedEx, UPS, courier service, or hand delivery to:

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

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

4) TERMS

- a) Any contract awarded pursuant to this REQUEST FOR PROPOSAL may not be assigned.
- b) The City is tax-exempt under Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309.
- c) The contract documents shall include the REQUEST FOR PROPOSAL, the Bidder's Response. and any ensuing agreement. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the contract signed by the parties; then (2) the REQUEST FOR PROPOSAL; and then (3) the Response/Proposal. The contract shall control over any conflicting terms in this REQUEST FOR PROPOSAL or the Proposal.
- d) The City shall notify the Bidder of any contested invoice(s) in writing, and the City and Bidder shall mutually resolve such disputed invoice(s) within sixty (60) days of the Bidder's receipt of said notice of dispute.
- e) An inclement weather date will be held on a date mutually agreed upon by both parties. In the event that the City/County is under a burn ban at the scheduled event time, it is possible that the event will be rescheduled for a different time that is convenient for both parties.
- f) The term of this agreement shall be for one year, beginning on the date of the Notice to Proceed. This agreement may be extended for up to four (4) additional one (1) year periods, by the City giving Notice to Bidder sixty days after the respective yearly event.

g) Termination for Cause:

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

- i) The Bidder fails to perform in accordance with the provisions of these specifications; or
- ii) The Bidder disregards laws or regulations of any public body having jurisdiction; or
- iii) The Bidder violates any of the provisions of these specifications; or
- iv) If one or more of the events identified herein (1 through 3) occurs, the City of Sanger may terminate the contract by giving the successful Bidder seven (7) days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
- v) When the contract has been so terminated by the City of Sanger, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

h) Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.

- i) All information submitted to the City may be subject to the Texas Public Information Act. Trade secrets and confidential information contained in a proposal may be subject to public inspection. Bidders who include information in a Proposal that they claim is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it "Trade Secret" or "Confidential" in the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Proposal in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as a trade secret or confidential in a Proposal, Bidder shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

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

- j) The obligations of the parties under a contract awarded through this REQUEST FOR PROPOSAL are to be performed in Denton County, Texas. Exclusive venue shall be Denton County, Texas, and any contract awarded under this REQUEST FOR PROPOSAL shall be governed by the laws of the State of Texas.
- k) At the time the contract is awarded, the selected Bidder must be registered with the Texas Secretary of State and be licensed to transact business in the State of Texas.

- 1) The City may, at its option, offset any amounts due and payable under a contract awarded under this REQUEST FOR PROPOSAL against any debt (including taxes) lawfully due to the City from the successful Bidder, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the City has been reduced to judgment by a court. The awarded contract is subject to the appropriation of funds by the City Council in the City's budget adopted for any fiscal year for the specific purpose of making payments pursuant to the awarded contract for that fiscal year. The obligation of the City pursuant to the awarded contract in any fiscal year for which the awarded contract is in effect shall constitute a current expense of the City for that fiscal year only, and shall not constitute an indebtedness of the City of any monies appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to the awarded contract, the awarded contract shall be terminated.

5) SPECIAL CONDITIONS

- a. The successful Bidder shall procure and maintain in force during the terms of any contract awarded pursuant to this REQUEST FOR PROPOSAL, at its own cost, the following minimum insurance coverage:
- i. Workers' Compensation and Employers' Liability:
 - i) State of Texas: \$1,000,000 Each Accident
 - ii) Employer's Liability: \$100,000 Each Accident
 - iii) \$500,000 Disease - Policy Limit
 - iv) \$100,000 Disease - Each Employee
 - v) Waiver of Subrogation
 - ii. Commercial General Liability
 - i) Bodily Injury & Property Damage
 - ii) General Aggregate Limit: \$1,000,000
 - iii) Personal & Advertising Injury Limit: \$500,000
 - iv) Each Occurrence Limit \$1,000,000
 - v) The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.
 - iii. Commercial Automobile Liability Limits:
 - i) Bodily Injury & Property Damage
 - ii) Combined Single Limit: \$1,000,000
 - iii) Medical Payments: \$5,000 Per Person
 - iv) Uninsured/Underinsured Motorist \$100,000
 - v) Prior to the execution of any awarded contract by the City, the successful Bidder shall forward Certificates of Insurance to the Director of Marketing. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger, Texas 76266.
- b. If State minimums are greater than these minimums, the State requirements shall supersede the City's requirements. All policies shall list the City of Sanger as additional insured

- c. Form 1295 Certificate of Interested Parties: Section 2252.908 of the Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed, and signed, please return the form with your proposal submission.
- d. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ). The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing-related to any potential agreement with the City. For questions about these forms, please see the Texas Ethics Commission at: <https://www.ethics.state.tx.us>.
 - i. Exclusions: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.
 - ii. When: person or business must file:
 - i) The questionnaire - no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
 - ii) An updated questionnaire - within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
- e. An updated questionnaire - within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
- f. Enforcement: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that a person files a FORM CIQ not later than seven business days after the person received notice of a violation.

PROPOSAL

By signing and submitting this Proposal, Bidder agrees:

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

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

REQUEST FOR PROPOSAL SUBMITTAL PAGE

This page shall be included in the submitted sealed proposal.

Total Cost of show as described in Scope of REQUEST FOR PROPOSAL for 2026:
(Cost of permits, licenses, and insurance shall be included in these amounts)

Payment for show: (please check one)

☐

Full payment 30 days after show

☐

Deposit of _____% made _____ days before show and balance paid in full _____

Included in this submission package are these required supporting documents:

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

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

_____ Number and sizes of shells being proposed

_____ Total show time

Company Name:

Company Mailing Address:

Contact for Company:

Email: _____

Daytime Phone Number:

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

Authorized Company Official (signature):

Authorized Company Official's Name (printed):

Date Signed: _____



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Donna Green, Director of Marketing and Civic Engagement

AGENDA ITEM: Consideration and possible action on authorizing staff to issue a Request For Proposal for Videography, Photography, and Podcast Production.

SUMMARY:

- The marketing department plans multiple events throughout the year that require videography and photography services.
- To increase engagement, we produce a monthly City Manager Video and a monthly Mayor-Council Recap video. The number of watches each of these videos receives has grown more than 300% in the past year.
- The 266 Podcast is produced once per month, highlighting life in Sanger, promoting our events, and promoting tourism as well as education to the community
- Staff is seeking approval to issue an RFP for Videography, Photography, and Podcast Production for a term of one year with four (4) possible extensions.

FISCAL INFORMATION:

Budgeted: Yes

Amount:

GL Account: 31-5270

RECOMMENDED MOTION OR ACTION:

Staff recommends approval to move forward on the RFP for Videography, Photography, and Podcast Production.

ATTACHMENTS:

- City Council Communication
- City of Sanger Videography, Photography, and Podcast Production RFP



REQUEST FOR PROPOSAL

VIDEOGRAPHY, PHOTOGRAPHY, AND PODCAST PRODUCTION

RFP # RFP-2024-04

City of Sanger, Texas
502 Elm Street
Sanger TX 76266

**CITY OF SANGER, TEXAS REQUEST FOR PROPOSAL
VIDEOGRAPHY, PHOTOGRAPHY, AND PODCAST PRODUCTION**

NOTICE TO RESPONDERS: The City of Sanger is accepting proposals to provide all related services, parts, permits, equipment, and labor required to provide videography, photography, and podcast production services in this REQUEST FOR PROPOSAL and posted on our website: www.sangertexas.org.

Proposals marked **VIDEOGRAPHY, PHOTOGRAPHY, AND PODCAST PRODUCTION** are to be submitted to:

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

REQUEST FOR PROPOSAL DEADLINE: 12:00 PM, TUESDAY, NOVEMBER 5, 2024

All proposals received will be reviewed by City Staff. Opening date: Tuesday, November 5th, 2024, at 2:00 P.M. The Staff's recommendation will be presented to the Sanger City Council for final approval.

Proposals should be clearly marked "VIDEOGRAPHY, PHOTOGRAPHY, AND PODCAST PRODUCTION." Any proposal received later than the specified time, whether delivered in person or by postal mail, shall be disqualified. Respondents are encouraged to hand deliver their proposals well before opening time or follow up to confirm they were received before the deadline.

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

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

1) SCOPE OF WORK

A. EVENTS: The City of Sanger holds multiple events throughout the year that require both photography and videography.

- i. Christmas on the Square
 - Held on the first Saturday in December
 - Hours are from 12:00 PM - 9:00 PM
 - Crafting with Ms. Claus from 12 - 2
 - Digital photos with Santa from 2 - 4 PM
 - General Event Activities throughout the day (music, kids area, vendors, etc.)
 - Videography and photography of the parade - step-off is at 6:30 PM
 - Evening photography of the decorations
 - Drone footage of the decorations at night and the crowd
- ii. Freedom Fest
 - Saturday, June 28th, 2025 (typically the last Saturday before the 4th of July)
 - Event starts at 5:00 PM and ends at 10:00 PM
 - Videography and photography of the musical performing acts.
 - Photography of all the event activities (kids area, petting zoo, rides, games, water slides, etc.)
 - Drone footage of the crowd at night.
 - Photography and Drone of the fireworks show
- iii. Old Bolivar Station Songwriter Festival
 - Typically held on the first Saturday in October
 - Current event starts at 4:00 PM and ends at 10 PM
 - Photography and videography of all performers across multiple stages
 - Photography of the festival activities
- iv. Additional Small Community Events
 - Small events that require approximately 2 hours of photography
 - Some events will require videography
 - Example of events: National Night Out, Coffee with the City Manager, Cones with Cops, etc.
- v. Monthly Video Production
 - City Manager Recap + Council Recap
 - Videos are not recorded on the same day
 - Teleprompter required
 - Lighting
 - Video editing
 - Capturing of B roll
 - 48-hour turnaround time for the ready for distribution video
- vi. 266 Express - Monthly Podcast Production
 - Onsite audio recording of 2 hosts and up to 3 guests
 - Editing of audio
 - Delivery of completed podcast within a 48-hour turnaround time
- vii. Other Videos (TBD)

- Videos to market the City of Sanger's growth, development, lifestyle, etc.
- viii. Photography Photo requirements:
- Resolution: 300dpi
 - Format: .jpg and or.png files
 - The Photographer must bring/provide an appropriate portrait backdrop, lighting, camera, sound, and other equipment as requested at the City of Sanger location, or other location designated by the City of Sanger. Last minute shoots, or after regular City of Sanger business hours/weekend shoots may occasionally be needed.
- ix. Videography
- Resolution: 1080 (1920 x 1080 pixels) or higher
 - Format: mp4
 - The videographer must utilize her or his own equipment, including backdrops, lighting, camera, sound, and computer editing equipment, and provide the digital masters to the City of Sanger on a hard drive or link for download.

2) EVALUATION CRITERIA:

Proposal responses will be graded on the following criteria:

- a) 500% - Total cost to provide services based on the Scope
- b) 20% - Experience and portfolio quality
- c) 10% - References
- d) 10% - Familiarity with Sanger or cities of its approximate size.
- e) 10% - Itemized add-ons such as another event, extended time period, additional day of services

3) REQUEST FOR PROPOSAL RESPONSE FORMAT:

- a) Proposals must be received at the City of Sanger City Hall at or before 11:00 a.m. CST on Tuesday, November 5, 2024, by 12:00 PM. Open date: Tuesday, November 5th at 2:00 PM. Each Proposal must be properly identified with the subject title and date and time due. Bidder submissions must include one (1) original and three (3) copies of the proposal submitted BOTH in written, hard-copy format, and one (1) copy in electronic format on a USB drive (submissions need to be set up as one file on the USB, not multiple individual folders/files), and delivered in a sealed envelope
- By FedEx, UPS, courier service, or hand delivery to:

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

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

4) TERMS

- a) Any contract awarded pursuant to this REQUEST FOR PROPOSAL may not be assigned.

- b) The City is tax-exempt under Tax Code, Subtitle E. SALES, EXCISE, AND USE TAXES, CHAPTER 151, section 151.309.
- c) The contract documents shall include the REQUEST FOR PROPOSAL, the Bidder's Response. and any ensuing agreement. In the event of a dispute under the Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) the contract signed by the parties; then (2) the REQUEST FOR PROPOSAL; and then (3) the Response/Proposal. The contract shall control over any conflicting terms in this REQUEST FOR PROPOSAL or the Proposal.
- d) The City shall notify the Bidder of any contested invoice(s) in writing, and the City and Bidder shall mutually resolve such disputed invoice(s) within sixty (60) days of the Bidder's receipt of said notice of dispute.
- e) The term of this agreement shall be one year, beginning on the date of the Notice to Proceed. The City may extend this agreement for up to four (4) additional one (1) year periods by giving Notice to Bidder sixty days after the respective yearly event.
- f) Termination for Cause:
The occurrence of any one or more of the following events will justify termination of the contract by the City of Sanger for cause:
 - i) The Bidder fails to perform in accordance with the provisions of these specifications; or
 - ii) The Bidder disregards laws or regulations of any public body having jurisdiction; or
 - iii) The Bidder violates any of the provisions of these specifications; or
 - iv) If one or more of the events identified herein (1 through 3) occurs, the City of Sanger may terminate the contract by giving the successful Bidder seven (7) days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 - v) When the contract has been so terminated by the City of Sanger, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.
- g) Terminate for Convenience: This contract may be cancelled or terminated at any time by giving vendor thirty (30) days written notice. Vendor may be entitled to payment for services actually performed; to the extent said services are satisfactory.
- h) All information submitted to the City may be subject to the Texas Public Information Act. Trade secrets and confidential information contained in a proposal may be subject to public inspection. Bidders who include information in a Proposal that they claim is legally protected as a trade secret or confidential information must clearly indicate the specific protected information by highlighting that information and marking it "Trade Secret" or "Confidential" in the appropriate place. The City will not be responsible for any public disclosure of the trade secret or confidential information if it is not marked as provided above. An awarded Proposal in its entirety is not confidential. If a request is made under the Texas Public Information Act to inspect information designated as a

trade secret or confidential in a Proposal, Bidder shall, upon notification by the City, immediately furnish sufficient written reasoning as to why the information should be protected from disclosure in a timely manner to the Texas Attorney General for final determination at the address below:

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

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

5) SPECIAL CONDITIONS

- a. The successful Bidder shall procure and maintain in force during the terms of any contract awarded pursuant to this REQUEST FOR PROPOSAL, at its own cost, the following minimum insurance coverage:
 - i. Workers' Compensation and Employers' Liability:
 - i) State of Texas: \$1,000,000 Each Accident
 - ii) Employer's Liability: \$100,000 Each Accident
 - iii) \$500,000 Disease - Policy Limit
 - iv) \$100,000 Disease - Each Employee
 - v) Waiver of Subrogation
 - ii. Commercial General Liability
 - i) Bodily Injury & Property Damage
 - ii) General Aggregate Limit: \$1,000,000
 - iii) Personal & Advertising Injury Limit: \$500,000
 - iv) Each Occurrence Limit \$1,000,000
 - v) The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage

provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

iii. Commercial Automobile Liability Limits:

- i) Bodily Injury & Property Damage
- ii) Combined Single Limit: \$1,000,000
- iii) Medical Payments: \$5,000 Per Person
- iv) Uninsured/Underinsured Motorist \$100,000
- v) Prior to the execution of any awarded contract by the City, the successful Bidder shall forward Certificates of Insurance to the Director of Marketing. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger at 502 Elm Street, Sanger, Texas 76266.

- b. If State minimums are greater than these minimums, the State requirements shall supersede the City's requirements. All policies shall list the City of Sanger as an additional insured
- c. Form 1295 Certificate of Interested Parties: Section 2252.908 of the Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed, and signed, please return the form with your proposal submission.
- d. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ). The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing-related to any potential agreement with the City. For questions about these forms, please see the Texas Ethics Commission at: <https://www.ethics.state.tx.us>.
 - i. Exclusions: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer's family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.
 - ii. When: person or business must file:
 - i) The questionnaire - no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality or submits an

- application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
- ii) An updated questionnaire - within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
 - e. An updated questionnaire - within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
 - f. Enforcement: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that a person files a FORM CIQ not later than seven business days after the person received notice of a violation.

PROPOSAL

By signing and submitting this Proposal, Bidder agrees:

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

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

REQUEST FOR PROPOSAL SUBMITTAL PAGE

Company Name:

Company Mailing Address:

Contact for Company:

_____ Email: _____

Daytime Phone Number:

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

Authorized Company Official (signature):

Authorized Company Official's Name (printed):

Date Signed: _____



CITY COUNCIL COMMUNICATION

DATE: September 26, 2024

FROM: Clayton Gray, Chief Financial Officer

AGENDA ITEM: Consideration and possible action to approve making an additional payment to TMRS

SUMMARY:

- On October 3, 2022, Council approved Ordinance 10-30-22, which moved to a 7% TMRS contribution rate. The possibility of making additional payments for the employer portion was discussed at that time
- A total of \$955,540.00 was budgeted for TMRS contributions across all departments for 2023-24.
- The actual TMRS contributions through September are \$883,277.14, leaving a remaining balance of \$72,262.86.
- Making an additional contribution of \$72,262.86 will have a positive effect on both the City's unfunded liability and contribution rate in future years.
- If approved the additional payment will be made by October 15, 2024 from the 2023-2024 annual budget.

FISCAL INFORMATION:

Budgeted: Yes

Amount: \$72,262.86

GL Account: 5140 in Various Departments

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval.

ATTACHMENTS:

- Ordinance 10-30-22 (approved on October 3, 2022)

CITY OF SANGER, TEXAS

ORDINANCE 10-30-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, REPEALING ORDINANCE 09-17-06; AND AUTHORIZING AND ALLOWING, UNDER THE ACT GOVERNING THE TEXAS MUNICIPAL RETIREMENT SYSTEM, "UPDATED SERVICE CREDITS" IN SAID SYSTEM ON AN ANNUAL BASIS FOR SERVICE PERFORMED BY QUALIFYING MEMBERS OF SUCH SYSTEM WHO AT THE EFFECTIVE DATE OF THE ALLOWANCE ARE IN THE EMPLOYMENT OF THE CITY OF SANGER; TO INCREASE THE RATE OF DEPOSITS TO THE TEXAS MUNICIPAL RETIREMENT SYSTEM BY THE EMPLOYEES OF THE CITY ESTABLISHING AN EFFECTIVE DATE FOR THE ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City Council approved Ordinance 09-17-06 approving the TMRS Retirement contribution rate to 6% on September 18, 2006; and

WHEREAS, the City Council approved Ordinance 09-17-06 approving the 2006-2007 Fiscal Year Budget on September 28, 2006; and

WHEREAS, the City Council discussed the funding of the TMRS Retirement contribution increase for City of Sanger employees during a budget work session on July 18, 2022; and

WHEREAS, the City Council approved Ordinance 09-23-22 approving the 2022-2023 Fiscal Year Budget on September 19, 2022 funding the TMRS Retirement contribution increase for employees; and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS:

SECTION 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in Sections 853.401 through 853.404 of Subtitle G of Title 8, Government Code, as amended, (hereinafter referred to as the "TMRS Act"), each member of the Texas Municipal Retirement System (hereinafter referred to as the "System") who

has current service credit or prior service credit in the System in force and effect on the 1st day of January of the calendar year preceding such allowance, by reason of service in the employment of the City (hereinafter called the "City"), and on such date had at least 36 months of credited service with the System, shall be and is hereby allowed "Updated Service Credit" (as that term is defined in subsection (d) of Section 853.402 of the TMRS Act).

(b) The Updated Service Credit hereby allowed and provided for shall be 100% of the "base Updated Service Credit" of the member (calculated as provided in subsection (c) of Section 853.402 of the TMRS Act). If the City has previously adopted, or if it hereafter adopts an ordinance authorizing Updated Service Credit for unforfeited credit for prior service or current service with any other participating municipality, the calculations and adjustments set forth in Section 853.601 of the TMRS Act shall apply to any such transferred service.

(c) Each Updated Service Credit allowed hereunder shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(d) The initial allowance of Updated Service Credit hereunder shall be effective on January 1, 2023, subject to approval by the Board of Trustees of the System. An allowance shall be made hereunder on January 1 of each subsequent year until this ordinance ceases to be in effect under subsection (e) of Section 853.404 of the TMRS Act, provided that, as to such subsequent year, the actuary for the System has made the determination set forth in subsection (d) of Section 853.404 of the TMRS Act.

(e) In accordance with the provisions of subsection (d) of Section 853.401 of the TMRS Act, the deposits required to be made to the System by employees of the several participating departments on account of current service shall be calculated from and after the effective date of this ordinance on the full amount of such person's compensation as an employee of the City.

SECTION 2. Increase Deposit Rate: All employees of the City, who are members of the Texas Municipal Retirement System, shall make deposits to the System at the rate of 7% of their individual earnings effective the first day of January 2023.

SECTION 3. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 4. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

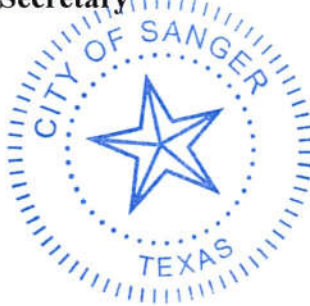
SECTION 5. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 6. Effective Date. Subject to approval by the Board of Trustees of the System, this ordinance shall be and become effective on the 1st day of January 2023.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 3rd day of October 2022.

ATTEST:



Kelly Edwards, City Secretary



APPROVED:


Thomas E. Muir, Mayor

APPROVED TO FORM:


Hugh Coleman, City Attorney



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Ramie Hammonds, Development Service Director

AGENDA ITEM: Conduct a Public Hearing on a request for a Specific Use Permit (SUP) for a Temporary Concrete Batch Plant use for Lane Ranch Phase 1, being approximately 43.821 acres of land described as A0029A R BEEBE, 65B, and A0029A R. BEEBE, TR 65(PT), OLD DCAD SHT 2, TR 4, within the City of Sanger, and generally located south of FM 455 and east of Indian Lane.

SUMMARY:

- The applicant is proposing a Temporary Batch Plant.
- The batch plant will be used to pave the new roads located in Lane Ranch Phase 1.
- The applicant is requesting a term of 6 months for the SUP.
- The Temporary Batch Plant would be set up onsite
- This will reduce the number of concrete trucks on the roadways.
- Planning & Zoning recommended APPROVAL on 9-9-24.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

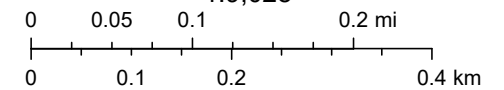
Location Map

Item 15.

5/9/2024, 9:07:14 AM

Parcels

1:9,028



© OpenStreetMap (and) contributors, CC-BY-SA



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a public hearing on adopting Ordinance No.10-17-24 to amend Chapter 5 of the Code of Ordinances, Article 5.2 "International Fire Code".

SUMMARY:

- Staff is proposing amendments and updates to Chapter 5 (Fire Prevention and Protections) of the Code of Ordinances.
- Adopt 2021 Edition of the International Fire Code as published by the International Code Council; adopt local amendments.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a public hearing on adopting Ordinance No. 10-16-24 to amend Chapter 3 of the Code of Ordinances, Article 3.100 "Building Inspection Department", Article 3.200 "Building Code", Article 3.300 "Plumbing Code", Article 3.400 "Mechanical Code", Article 3.500 "Electrical Code", Article 3.600 "Residential Code", Article 3.2200 "Regulating Placement of Gas and Electric Meters on All Single Family Residential Buildings". Article 3.2500 "Energy Conservation Code", Article 3.2600 "Fuel Gas Code", Article 3.2700 "Existing Building Code", and Article 3.2900 "Swimming Pool and Spa Code".

SUMMARY:

- Staff is proposing amendments and updates to Chapter 3 (Building Regulations) of the Code of Ordinances.
- Adopt the 2021 Edition of the International Building Code as published by the International Code Council; adopt local amendments.
- Adopt the 2021 Edition of the International Plumbing Code as published by the International Code Council; adopt local amendments.
- Adopt the 2021 Edition of the International Mechanical Code as published by the International Code Council; adopt local amendments.
- Adopt the 2020 Edition of the National Electric Code as published by the International Code Council; adopt local amendments.
- Adopt the 2021 Edition of the International Residential Code as published by the International Code Council; adopt local amendments.
- Adopt the 2021 Edition of the International Energy Conversation Code as published by the International Code Council; adopt local amendments.
- Adopt the 2021 Edition of the International Fuel Code as published by the International Code Council; adopt local amendments.
- Adopt the 2021 Edition of the International Existing Building Code as published by the International Code Council; adopt local amendments.
- Adopt the 2021 Edition of the International Swimming Pool and Spa Code as published by the International Code Council; adopt local amendments.
- Adopt amendment to Article 3.2200 "Regulating Placement of Gas and Electric Meters on All New Single Family Residential Buildings".

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Ramie Hammonds, Development Service Director

AGENDA ITEM: Consideration and possible action on a request for a Specific Use Permit (SUP) for a Temporary Concrete Batch Plant use for Lane Ranch Phase 1, being approximately 43.821 acres of land described as A0029A R BEEBE, 65B, and A0029A R. BEEBE, TR 65(PT), OLD DCAD SHT 2, TR 4, within the City of Sanger, and generally located south of FM 455 and east of Indian Lane.

SUMMARY:

- The applicant is proposing a Temporary Batch Plant.
- The batch plant will be used to pave the new roads located in Lane Ranch Phase 1.
- The applicant is requesting a term of 6 months for the SUP.
- The Temporary Batch Plant would be set up onsite
- This will reduce the number of concrete trucks on the roadways.
- Planning & Zoning recommended APPROVAL on 9-9-24.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Location Map
Application
Letter of Intent
Batch Plant Plans

Item 18.





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

ZONING CHANGE/SUP APPLICATION

☐

Zoning Change

☒

Specific Use Permit

Applicant	Owner (if different from applicant)
Name: <u>Glenn Midkiff</u>	Name: <u>Zachary Motley, VP- Land Development</u>
Company: <u>GM Construction TX</u>	Company: <u>M/I Homes of DFW, LLC</u>
Address: <u>PO Box 851</u>	Address: <u>700 SH 121 Bypass, Suite 100</u>
City, State, Zip: <u>Prosper TX 75078</u>	City, State, Zip: <u>Lewisville, Texas, 75067</u>
Phone: <u>214.429.8035</u>	Phone: <u>972.246.3407</u>
Fax: <u>N/A</u>	Fax:
Email: <u>Lisa K @ gmconstruction TX .com</u>	Email: <u>zmotley@mihomes.com</u>

Submittal Checklist

<input checked="" type="checkbox"/>	Site Plan (for Specific Use Permits Only)
<input checked="" type="checkbox"/>	Letter of Intent
<input type="checkbox"/>	Application Fee (Check Payable to City of Sanger)

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

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

Lane Ranch Phase 1, new subdivision, closest address East Chapman Drive (FM 455) + Indian Lane

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

placement of Temporary concrete watch plant to pave the roads @ Lane Ranch PH 1

Zachary Motley VP, Land Development
M/I Homes of DFW, LLC

8/14/2024

Owner Signature

Date

Applicant Signature

Date

Office Use

Fee
Date

City of Sanger
201 Bolivar / P.O. Box 1729
Sanger, TX 76266
940-458-2059 (office) www.sangertexas.org



August 13, 2024

Sanger Development Services
PO Box 1729
Sanger, Texas 76266

Zoning Change/SUP Application

Site location map, attached.

GM Construction TX is requesting a special use permit to set a portable concrete batch plant for the term of six months. Batch plant actually will be on site operating for two to three weeks. The batch plant will produce concrete for paving new residential roads for the subdivision called Lane Ranch Ph 1.

Sincerely,
GM Construction TX

A handwritten signature in blue ink, appearing to read "Glenn Midkiff", written over the printed name and title.

Glenn Midkiff
President

www.gmconstructiontx.com
(214) 629-8035 • gmidkiff@gmconstructiontx.com
PO Box 851, Prosper, Texas 75078-0851

**Property Lines, Closest Residence, Closest Intersection, Closest Property Line,
Proposed Roads**





CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on Ordinance No. 10-16-24 amending Chapter 3 of the Code of Ordinances, Article 3.100 "Building Inspection Department", Article 3.200 "Building Code", Article 3.300 "Plumbing Code", Article 3.400 "Mechanical Code", Article 3.500 "Electrical Code", Article 3.600 "Residential Code", Article 3.2200 "Regulating Placement of Gas and Electric Meters on All Single Family Residential Buildings". Article 3.2500 "Energy Conservation Code", Article 3.2600 "Fuel Gas Code", Article 3.2700 "Existing Building Code", and Article 3.2900 "Swimming Pool and Spa Code".

SUMMARY:

- Staff is proposing amendments and updates to Chapter 3 (Building Regulations) of the Code of Ordinances.
- Adopt the 2021 Edition of the International Building Code as published by the International Code Council; adopt local amendments.
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- Adopt the 2021 Edition of the International Energy Conversation Code as published by the International Code Council; adopt local amendments.
- Adopt the 2021 Edition of the International Fuel Code as published by the International Code Council; adopt local amendments.
- Adopt the 2021 Edition of the International Existing Building Code as published by the International Code Council; adopt local amendments.
- Adopt the 2021 Edition of the International Swimming Pool and Spa Code as published by the International Code Council; adopt local amendments.
- Adopt amendment to Article 3.2200 "Regulating Placement of Gas and Electric Meters on All New Single Family Residential Buildings".

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Ordinance # 10/16/24

CITY OF SANGER, TEXAS

ORDINANCE 10-16-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE CITY OF SANGER CODE OF ORDINANCE, CHAPTER 3 OF THE CODE OF ORDINANCES, ARTICLE 3.100 “BUILDING INSPECTION DEPARTMENT ESTABLISHED”, ARTICLE 3.200 “BUILDING CODE”, ARTICLE 3.300 “PLUMBING CODE”, ARTICLE 3.400 “MECHANICAL CODE”, ARTICLE 3.500 “ELECTRICAL CODE”, ARTICLE 3.600 “RESIDENTIAL CODE”, ARTICLE 3.2200 “REGULATING PLACEMENT OF GAS AND ELECTRIC METERS ON ALL NEW SINGLE FAMILY RESIDENTIAL BUILDINGS”, ARTICLE 3.2500 “ENERGY CONSERVATION CODE”, ARTICLE 3.2600 “FUEL GAS CODE”, ARTICLE 3.2700 “EXISTING BUILDING CODE”, ARTICLE 2.9000 “SWIMMING POOL AND SPA CODE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds it necessary for the public health, safety and welfare that development occurs in a controlled and orderly manner; and

WHEREAS, following provision of proper legal notice requirements, were made in the time and manner prescribed by law; and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF SANGER, TEXAS HEREBY RESOLVES:

SECTION 1. That Chapter 3 of the Code of Ordinances, City of Sanger, Texas is hereby amended to read as follows:

Article 3.100 Building Inspection Department Established

- (a) There is hereby established a building inspection department to enforce the building codes adopted by the City of Sanger, Texas, to insure and safeguard life and limb, health, property and public welfare.

- (b) There is hereby established a position of building official to be head of said division, who shall be solely responsible for all matters relative to construction, inspection and enforcement of these codes. The building official of this city shall be appointed by the City Manager or his designee, and shall have the powers and duties prescribed for the “Building Official” by the International Building Code.
- (c) The building official shall be responsible for the issuance of citations to any person, firm or corporation which is found to be in violation of any building codes or city ordinances, after all other attempts to correct the problem have failed.

ARTICLE 3.200 BUILDING CODE

Sec. 3.201 Adopted

The International Building Code, 2021 Edition as published by the International Code Council is hereby adopted for the purpose of establishing rules and regulations for the construction, erection, alteration, moving, demolition, repair, use, and occupancy of any building or structure within the city. One (1) copy of said code is incorporated herein by reference and shall be kept on file in the office of the building official. Fees are as set forth in the fee schedule in the appendix of this code.

*****Sec. 3.202 Amendments***

****** The references in the following sections of the 2021 International Building Code to square feet of fire areas are amended to read “6,000 square feet,” to wit:

SS903.2.1.1(1), 903.2.1.3(1), 903.2.1.4(1), and 903.2.3(1)

*****Section 101.4; change to read as follows:***

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code, when specifically adopted, shall be considered part of the requirements of this code to the prescribed extent of each such reference. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the Electrical Code shall mean the Electrical Code as adopted.

*****Section 101.4.8; add the following:***

101.4.8 Electrical. The provisions of the Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

****Sections 103 and 103.1; amend to insert the Department Name**

SECTION 103

BUILDING INSPECTION DEPARTMENT CITY OF SANGER

103.1 Creation of enforcement agency. The Building Inspection Department of the City of Sanger is hereby created and the official in charge thereof shall be known as the *building official*.

[Remainder Unchanged]

*****Section 105.2 Work exempt from permit; under sub-title entitled “Building” delete items 1, 2, 10 and 11 and re-number as follows:***

Building:

1. (Remainder Unchanged)
2. Delete this exception
2. (Remainder Unchanged)
3. (Remainder Unchanged)
4. (Remainder Unchanged)
5. (Remainder Unchanged)
6. (Remainder Unchanged)
7. (Remainder Unchanged)
8. (Remainder Unchanged)
9. Delete this exception
10. (Remainder Unchanged)
11. (Remainder Unchanged)
12. (Remainder Unchanged)

*****Section 109; add Section 109.7 to read as follows:***

109.7 Re-inspection Fee. A fee as established by city council resolution may be charged when:

1. The inspection called for is not ready when the inspector arrives;
2. No building address or permit card is clearly posted;

3. City approved plans are not on the job site available to the inspector;
4. The building is locked or work otherwise not available for inspection when called;
5. The job site is red-tagged twice for the same item;
6. The original red tag has been removed from the job site.
7. Failure to maintain erosion control, trash control or tree protection.

Any re-inspection fees assessed shall be paid before any more inspections are made on that job site.

*****Section 110.3.5; Lath, gypsum board and gypsum panel product inspection; Delete exception***

*****Section 202; amend definition of Ambulatory Care Facility as follows:***

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

*****Section 202; add definition of Assisting Living Facilities to read as follows.***

ASSISTED LIVING FACILITIES. *A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.*

*****Section 202; add amend definition of “Repair Garage” as follows:***

REPAIR GARAGE. A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

****Section 202; amend definition of SPECIAL INSPECTOR to read as follows:**

SPECIAL INSPECTOR. A qualified person employed or retained by an approved agency who shall prove to the satisfaction of the registered design professional in responsible charge and the Building Official as having the competence necessary to inspect a particular type of construction requiring special inspection.

****Section 202; amend definition to read as follows:**

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

****Section 303.1.3; add a sentence to read as follows:**

303.1.3 Associated with Group E occupancies. A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy, when applying the assembly requirements of Chapters 10 and 11.

****Section 304.1; add the following to the list of occupancies:**

Fire stations

Police stations with detention facilities for 5 or less

****Section 307.1.1; add the following sentence to Exception 4:**

4. Cleaning establishments... *{Text unchanged}* ...with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 21, Dry Cleaning Plant provisions.

****Section 403.1, Exception 3; change to read as follows:**

3. The open-air portion of a building *[remainder unchanged]*

****Section 403.3, Automatic Sprinkler System. Delete exception;**

****Section 403.3.2; change to read as follows:**

[F] 403.3.2 Water supply to required fire pumps. In buildings that are more than 120 feet (36.5 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

*****Section 403.3.2; change to read as follows:**

Section 404.10 Exit Stairways in an atrium. Where an atrium contains an exit access stairway all the following shall be met:

[Remainder Unchanged]

****Section 406.3.3.1 Carport separation; add sentence to read as follows:**

A fire separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).

*****Section 423.5.1; change to read as follows:**

423.5.1 Required occupant capacity. The required occupant capacity of the storm shelter shall include all of the buildings on the site and shall be the:

1. Total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.

Exceptions:

1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on the site, the storm shelter shall at a minimum accommodate the required occupant capacity for the new building.

2. Where approved by the building official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the site.

3. Where approved by the building official, the actual number of occupants for whom each occupied space, floor or building is designed, although less than those determined by occupant load calculation, shall be permitted to be used in the determination of the required design occupant capacity for the storm shelter.

*****Section 503.1.; add sentence to read as follows:**

503.1. General. [Existing Text to remain]

Where a building contains more than one distinct type of construction, the building shall comply with the most restrictive area, height, and stories, for the lesser type of construction or be separated by fire walls, except as allowed in Section 510.

****Table 506.2; delete footnote i from table**

****Section 506.3.1; add sentence to read as follows:**

506.3.1 Minimum percentage of perimeter. [Existing Text remains]

In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 10-foot-wide pathway meeting fire department access from the street or approved fire lane shall be provided.

*****Section 708.4.2; change sentence to read as follows:**

708.4.2 Fireblocks and draftstops in combustibile construction. [Body of text unchanged]

Exceptions:

1. Buildings equipped with an automatic sprinkler system installed throughout in accordance with Section 903.3.1.1, or in accordance with Section 903.3.1.2 provided that sprinkler protection is provided in the space between the top of the fire partition and the underside of the floor or roof sheathing, deck or slab above as required for systems complying with Section 903.3.1.1. Portions of buildings containing concealed spaces filled with noncombustible insulation as permitted for sprinkler omission shall not apply to this exception for draftstopping. [Remainder unchanged]

****Section 718.3; change sentence to read as follows:**

718.3 Draftstopping in floors. [Body of text unchanged]

Exceptions: Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1. and provided that in combustibile construction, sprinkler protection is provided in the floor space.

****Section 718.4; change sentence to read as follows:**

718.4 Draftstopping in attics. [Body of text unchanged]

Exceptions: Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 and provided that in combustible construction, sprinkler protection is provided in the attic space.

****Section 901.6.1; add Section 901.6.1.1 to read as follows:**

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.

8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected nighttime freezing conditions.
9. Contact the fire code official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

*****Section 903.1.1; change to read as follows:***

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as approved by the fire code official.

*****Section 903.2; add paragraph to read as follows and delete the exception for telecommunications buildings:***

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

******Section 903.2.4.2; change to read as follows:***

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.

******Section 903.2.9.3; change to read as follows:***

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any one time.

*****Section 903.2.9.4 and 903.2.9.5; delete Exception to 903.2.9.4 and add Section 903.2.9.5 to read as follows:***

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories with an occupant load of 30 or more, other than penthouses in compliance with Section 1510 of the International Building Code, located 35 feet (16 764 10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the International Building Code where all of the following conditions apply:

- a. The structure is freestanding.
- b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking.
- c. The structure does not exceed 3 stories.
- d. An approved fire apparatus access road is provided around the entire structure.

*****Section 903.3.1.1.1; change to read as follows:***

903.3.1.1.1 Exempt Locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ...{text unchanged}... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

- 1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
- 2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the fire code official.
- 3. Generator and transformer rooms, under the direct control of a public utility, separated

from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

4. {Delete.}
5. 4. Elevator machine rooms, machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

*****Section 903.3.1.2; change to read as follows:**

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall

be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy

meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is 35 feet (10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is 35 feet (10668 mm) or less below the lowest level of fire department vehicle access.

{No change to remainder of section.}

*****Section 903.3.1.2.2; change to read as follows:**

903.3.1.2.2 Corridors and balconies. Sprinkler protection shall be provided in all corridors and for all balconies {Delete the rest of this section.}

****Section 903.3.1.2.3; delete section and replace as follows:**

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.

4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:

- 4.1. Provide automatic sprinkler system protection
- 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
- 4.3. Construct the attic using noncombustible materials.
- 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
- 4.5. Fill the attic with noncombustible insulation.

****Section 903.3.1.3; change to read as follows:**

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family *dwelling*s; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

****Section 903.3.1.4; add to read as follows:**

[F] 903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

****Section 903.3.5; add a second paragraph to read as follows:**

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every water-based fire protection system shall be designed with a 10-psi safety factor. Reference Section 507.4 for additional design requirements.

*****Section 903.4; add a second paragraph after the exceptions to read as follows:***

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*****Section 903.4.2; add second paragraph to read as follows:***

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*****Section 905.2; change to read as follows:***

905.2 Installation Standard. Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

******Section 905.3; add Section 905.3.9 and exception to read as follows:***

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

*****Section 905.4; change Items 1, 3, and 5, and add Item 7 to read as follows:***

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.

Exception: {No change.}

2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an ~~interior~~ exit stairway hose connection by a {remainder of text unchanged}

4. {No change.}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an ~~interior~~ exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

*****Section 905.8; change to read as follows:**

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

****Section 905.9; add a second paragraph after the exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*****Section 906.1(1); delete Exception #3**

****Section 907.1; add Section 907.1.4 to read as follows:**

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

****Section 907.2.1; change to read as follows:**

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons, or where the occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

****Section 907.2.3; change to read as follows:**

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}
 - 1.1 Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.) {No change to remainder of exceptions.}

*****Section 907.2.10; change to read as follows:**

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

****Section 907.2.13, Exception 3; change to read as follows:**

2. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

****Section 907.4.2; add Section 907.4.2.7 to read as follows:**

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

****Section 907.6.1; add Section 907.6.1.1 to read as follows:**

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

****Section 907.6.3; delete all four Exceptions**

****Section 907.6.6; add sentence at end of paragraph to read as follows:**

See 907.6.3 for the required information transmitted to the supervising station.

****Section 910.2; change read and change Exception 2 and 3 to read as follows:**

910.2 Where required. Smoke and heat vents or a mechanical smoke removal system shall be installed as required by Sections 910.2.1, 910.2.2, and 910.3.2.

2. Only manual smoke and heat removal shall be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m^*S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

****Section 910.2.3; add to read as follows:**

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

****Section 910.4.3.1; change to read as follows:**

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

****Section 912.2; add Section 912.2.3 to read as follows:**

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

*****Section 913.2.1; add Section 913.2.1.1 and exception to read as follows:**

913.2.1.1 Fire Pump Room Access. When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3

ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by IFC Section 506.1.

******Section 1006.2.1 change exception 3 to read as follows;***

Section 1006.2.1 Egress based on occupant load and common path of egress travel distance.

3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

*****Section 1009.8 Two Way Communication; add the following Exception 7:***

[Text Remains]

Exceptions:

7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

*****Section 1010.2.5 Bolt Locks; amend exceptions 3 and 4 as follows:***

Exceptions:

3. *Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. (remainder unchanged)*
4. *Where a pair of doors serves a Group A, B, F, M or S occupancy (remainder unchanged)*

****Section 1020.2 Construction; add new exception 6 as follows:**

6. In unsprinklered group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

****Section 1030.1.1.1 Spaces under grandstands and bleachers; delete this section.**

****Section 1101.1 Scope; add exception to Section 1101.1 as follows:**

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

*****Section 1809.5.1 Frost Protection at required exits; delete this section**

*****Section 2702.5; added to read as follows:**

Section 2702.5 Designated Critical Operations Areas (DCOA): In areas within a facility or site requiring continuous operation for the purpose of public safety, emergency management, national security or business continuity, the power systems shall comply with NFPA 70 Article 708.

****Section 2901.1; add a sentence to read as follows:**

[P] 2901.1 Scope. *{existing text to remain}* The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official shall determine which provision applies.

****Section 2902.1; add a second paragraph to read as follows:**

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.

****Table 2902.1; add footnote g to read as follows:**

g. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.

****Add Section 2902.1.4 to read as follows:**

2902.1.4 Additional fixtures for food preparation facilities. In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

2902.1.4.1 Hand washing lavatory. At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

2902.1.4.2 Service sink. In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the **City of Sanger's** health department.

****Section 3002.1 Hoistway Enclosure Protection required. Add exceptions as follows:**

Exceptions:

1. Elevators completely located within atriums shall not require hoistway enclosure protection.
2. Elevators in open or enclosed parking garages that serve only the parking garage, shall not require hoistway enclosure protection.

*****Section 3005.4 Machine rooms, control rooms, machinery spaces and control spaces; Delete exceptions and add two new exceptions to as follows:**

Exceptions:

1. Elevator machine rooms, control rooms, machinery spaces and control spaces completely located within atriums shall not require enclosure protection.
2. Elevator machine rooms, control rooms, machinery spaces and control spaces in open or enclosed parking garages that serve only the parking garage, shall not require enclosure protection.

*****Section 3005.5: Add a new subsection to Section 3005.5.1 as follows:**

3005.5.1 Fire Protection in Machine rooms, control rooms, machinery spaces and control spaces.

3005.5.1.1 Automatic sprinkler system. The building shall be equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, except as otherwise permitted by Section 903.3.1.1.1 and as prohibited by Section 3005.5.1.1.1.

3005.5.1.1.1 Prohibited locations. Automatic sprinklers shall not be installed in machine rooms, elevator machinery spaces, control rooms, control spaces and elevator hoistways.

3005.5.1.1.2 Sprinkler system monitoring. The sprinkler system shall have a sprinkler control valve supervisory switch and water-flow initiating device provided for each floor that is monitored by the building's fire alarm system.

3005.5.1.2 Water protection. An approved method to prevent water from infiltrating into the hoistway enclosure from the operation of the automatic sprinkler system outside the elevator lobby shall be provided.

3005.5.1.3 Omission of Shunt trip. Means for elevator shutdown in accordance with Section 3005.5 shall not be installed.

****Section 3005.8; add Section 3005.8 as follows:**

3005.8 Storage. Storage shall not be allowed within the elevator machine room, control room, machinery spaces and or control spaces. Provide approved signage at each entry to the above listed locations stating: "No Storage Allowed."

Section 3006.2, Hoistway opening protection required; Revise text as follows:

4. The building is a high rise and the elevator hoistway is more than 55 feet (16 764 mm) in height. The height of the hoistway shall be measured from the lowest floor at or above grade to the highest floors served by the hoistway.

****Section 3007.3 and Section 3008.3: Revise text by deleting "enclosed" as follows**

3007.3 Water Protection. Water from the operation of an automatic sprinkler system outside the lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

3008.3 Water Protection. Water from the operation of an automatic sprinkler system outside the lobby shall be prevent from infiltrating into the hoistway enclosure in accordance with an approved method.

ARTICLE 3.300 PLUMBING CODE

Sec. 3.201 Adopted

The International Plumbing Code, 2021 Edition as published by the International Code Council is hereby adopted for the purpose of providing minimum requirements and standards for the protection of the public's health, safety and welfare. One (1) copy of said code is incorporated

herein by reference and shall be kept on file in the office of the building official. Fees are as set forth in the fee schedule in the appendix of this code.

*****Table of Contents, Chapter 7, Section 713; change to read as follows:**

713 Engineered Drainage Design 7-12

*****Section 102.8; change to read as follows:**

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 shall mean the National Electrical Code as adopted.

*****Section 305; change to read as follows:**

305.1 Protection against contact. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

****Section 305.4.1; changed to read as follows:**

305.4.1 Sewer depth. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

*****Section 306.2.4; added to read as follows:**

*****306.2.4 Plastic sewer and DWV piping installation.** Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the diameter of the piping

multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

****Section 413.4; change to read as follows:**

413.4 Required location for floor drains. Floor drains shall be installed in the following areas:

1. In public laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76 mm) in diameter.
2. Commercial kitchens. In lieu of floor drains in commercial kitchens, the Code Official may accept floor sinks.
3. Public restrooms.

****Section 608.17.5; change to read as follows:**

608.17.5 Connections to lawn irrigation systems.

The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principal backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principal backflow preventer.

Section 703.6; Delete

****Section 704.5; added to read as follows:**

704.5 Single stack fittings. Single stack fittings with internal baffle, PVC schedule 40 or cast-iron single stack shall be designed by a registered engineer and comply to a national recognized standard.

*****Section 712.4.3; add Section 712.4.3 to read as follows:**

712.4.3 Dual Pump System. All sumps shall be automatically discharged and, when in any "public use" occupancy where the sump serves more than 10 fixture units, shall be provided with

dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

****Section 713, 713.1; change to read as follows:**

SECTION 713

ENGINEERED DRAINAGE DESIGN

713.1 Design of drainage system. The sizing, design and layout of the drainage system shall be designed by a registered engineer using approved design methods.

*****Section 903.1.1; change to read as follows:**

903.1.1 Roof extension unprotected. Open vent pipes that extend through a roof shall terminate not less than six (6) inches (152 mm) above the roof.

****Section 1109; delete this section.**

*****Section 1202.1; delete Exceptions 1 and 2.**

ARTICLE 3.400 MECHANICAL CODE

Sec. 3.401 Adopted

The International Mechanical Code, 2021 Edition as published by the International Code Council is hereby adopted for the purpose of providing minimum requirements and standards to safeguard life or limb, health property and public welfare. One (1) copy of said code is incorporated herein by reference and shall be kept on file in the office of the building official. Fees are as set forth in the fee schedule in the appendix of this code.

*****Section 102.8; change to read as follows:**

102.8 Referenced Codes and Standards. The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced

codes and standards, each reference to said code and standard shall be considered to reference the adopted amendments. Any reference to NFPA 70 shall mean the National Electrical Code as adopted.

****Section 306.5; change to read as follows:**

306.5 Equipment and Appliances on Roofs or Elevated Structures. Where *equipment* requiring *access* or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an interior or exterior means of access shall be provided. Exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such *access* shall . . . {bulk of section to read the same} . . . on roofs having a slope greater than four units vertical in 12 units horizontal (33-percent slope). ... {remainder of text unchanged}.

****Section 306.5.1; change to read as follows:**

306.5.1 Sloped Roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of three units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*...{remainder of text unchanged}. t

****Section 501.3; add an exception to read as follows:**

501.3 Exhaust Discharge. The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance and not less than the distances specified in Section 501.3.1. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic, crawl space, or be directed onto walkways.

Exceptions:

1. Whole-house ventilation-type attic fans shall be permitted to discharge into the attic space of dwelling units having private attics.
2. Commercial cooking recirculating systems.

3. Where installed in accordance with the manufacturer's instructions and where mechanical or natural ventilation is otherwise provided in accordance with Chapter 4, listed and labeled domestic ductless range hoods shall not be required to discharge to the outdoors.
4. Toilet room exhaust ducts may terminate in a warehouse or shop area when infiltration of outside air is present.

ARTICLE 3.500 ELECTRICAL CODE

Sec. 3.501 Compliance with National Code

All electrical construction, alteration, replacement, repair and all material and apparatus used in connection with electrical work and the placement and operation of all the electrical apparatus in the city shall be in strict compliance with the standards established by the 2023 Edition of the National Electrical Code as published by the National Fire Protection Association, with local amendments is hereby adopted. One (1) copy of said code is incorporated herein by reference and shall be kept on file in the office of the building official. Fees are as set forth in the fee schedule appendix of this code.

*****Article 100; add the following to definitions:***

Engineering Supervision. Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59(a)(b) as acceptable by the AHJ.

*****Article 110.2; change the following to read as follows:***

110.2 Approval. The conductors and equipment required or permitted by this *Code* shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the International Code Council International Accreditation Service AC354 or ANSI National Accreditation Board programs and approved by the AHJ.

Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. This approval may be by a field evaluation by a NRTL or qualified third-party inspection agency or a field evaluation by a Field Evaluation Body accredited by either the ICC IAS AC354 or ANAB programs and approved by the AHJ.

Informational Note No. 1: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of *Approved*, *Identified*, *Labeled*, and *Listed*.

Informational Note No. 2: Manufacturer's self-certification of equipment may not necessarily comply with U.S. product safety standards as certified by an NRTL.

Informational Note No. 3: National Fire Protection Association (NFPA) 790 and 791 provide an example of an approved method for qualifying a third-party inspection agency.

*****Article 110.12 B; add the following to:**

(B) Integrity of Electrical Equipment and Connections.

Internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces, shall not be damaged or contaminated by foreign materials such as paint, plaster, cleaners, abrasives, corrosive residues or influences, fire, products of combustion, or water. There shall be no damaged parts that may adversely affect safe operation or mechanical strength of the equipment such as parts that are broken; bent, cut; or deteriorated by corrosion, chemical action, or overheating. Except where prohibited elsewhere in this Code, equipment shall be specifically evaluated by its manufacturer or a qualified testing laboratory prior to being returned to service .

****Article 210.8 A 1 Bathrooms Exception; change the following to read as follows:**

(A) Dwelling Units.

All 125-volt through 250-volt receptacles installed in the following locations and supplied by single-phase branch circuits rated 150 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel:

(1) Bathrooms

Exception No. 4: Factory-installed receptacles that are not readily accessible and are mounted internally to exhaust fan assemblies shall not require GFCI protection unless required by the installation instructions or listing.

****Article 210.52 C 1 Countertop and Work Surfaces Exception; change the following to read as follows:**

C) Countertops and Work Surfaces.

In kitchens, pantries, breakfast rooms, dining rooms, and similar areas of dwelling units, receptacle outlets for countertop and work surfaces that are 300 mm (12 in.) or wider shall be installed in accordance with 210.52(C)(1) through (C)(3) and shall not be considered as the receptacle outlets required by **210.52(A)**.

For the purposes of this section, where using multioutlet assemblies, each 300 mm (12 in.) of multioutlet assembly containing two or more receptacles installed in individual or continuous lengths shall be considered to be one receptacle outlet.

(1) Wall Spaces.

Receptacle outlets shall be installed so that no point along the wall line is more than 600 mm (24 in.) measured horizontally from a receptacle outlet in that space. The location of the receptacles shall be in accordance with **210.52(C)(3)**.

*Exception: Receptacle outlets shall not be required directly behind a range, counter-mounted cooking unit, or sink in the installation described in **Figure 210.52(C)(1)**.*

Delete Exception No. 2

*****Article 210.52 C 2 Island and Peninsular Countertops and Work Surfaces: Change the following to read as follows:***

Receptacle outlets, if installed to serve an island or peninsular countertop or work surface, shall be installed in accordance with **210.52(C)(3)**. If a receptacle outlet is not provided to serve an island or peninsular countertop or work surface, or for a chapter 3 wiring method shall be installed and supplied from a Small Appliance Branch Circuit to a Listed Outlet Box in the Peninsular or Island Cabinet at an Accessible Location, for future addition of a receptacle outlet to serve the island or peninsular countertop or work surface.

*****Article 210.63 B 1 Equipment Requiring Servicing.; change the following to read as follows:***

(2) Indoor Equipment Requiring Dedicated Equipment Spaces.

Where equipment, other than service equipment, requires dedicated equipment space as specified in **110.26(E)**, the required receptacle outlet shall be located within the same room or area as the electrical equipment.

***** New Article 220.7 Load Calculation; add the following**

A load calculation shall be provided upon request when modifications to the electrical installation occur.

*****Article 230.85 C Emergency Disconnects: Change the following to read as follows:**

For one- and two-family dwelling units, an emergency disconnecting means shall be installed.

*****Article 410.118: Change the following to read as follows**

410.118 Access to other boxes.

Luminaires recessed in the ceilings, floors, or walls shall not be used to access outlet, pull, or junction boxes or conduit bodies, unless the box or conduit body is an integral part of the listed luminaire.

Exception: removable luminaires with a minimum measurement of 22 in. X 22 in. shall be permitted to be used as access to outlet, pull, junction boxes or conduit bodies.

*****Article 422.31 B: Change the following to read as follows**

422.31 B Appliances Rated over 300 Volt-Amperes

(B) Appliances Rated over 300 Volt-Amperes. For permanently connected appliances rated over 300 volt-amperes, the branch-circuit switch or circuit breaker shall be permitted to serve as the disconnecting means where the switch or circuit breaker is within sight from and is readily accessible to the appliance it serves or is capable of being locked in the open position in accordance with 110.25 and is readily accessible to the appliance it serves.

Informational Note No. 1: For appliances employing unit switches, see 422.34.

Informational Note No 2: The following means of access are considered to constitute readily accessible for this code change when conforming to the additional access requirements of the I Codes:

- (1) A permanent stair.
- (2) A pull-down stair with a minimum 300 lb. (136 kg) capacity.
- (3) An access door from an upper floor level.

****Article 500.8 (A) (3); change to read as follows:**

500.8 Equipment.

Articles 500 through 504 require equipment construction and installation that ensure safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note No. 2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note No. 3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than - 25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class I, Division 1 at normal ambient temperature.

(A) Suitability. Suitability of identified equipment shall be determined by one of the following:

- (1) Equipment listing or labeling;
- (2) Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation; or,
- (3) By Special Permission Only, Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation *accompanied by* or an owner's engineering judgment an engineering judgment signed and sealed Under Supervision by a Qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical installations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information.

****Article 505.7 and 505.7 (A) changed to read as follows:**

505.7 Special Precaution.

This article requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note No. 1: It is important that inspection authorities and users exercise more than ordinary care to regarding the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note No. 2: Electrical equipment that is dependent on the protection technique permitted by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. Low ambient conditions require special consideration. At low ambient temperatures, flammable concentrations of vapors might not exist in a location classified Class I, Zones 0, 1, or 2 at normal ambient temperature.

(A) Implementation of Zone Classification System. Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed under Supervision by a qualified State of Texas Licensed Professional Engineer engaged primarily in the design or maintenance of electrical instalations as referenced by TBPELS 137.59 (a)(b) as acceptable by the AHJ.

(A) GO TO TBPE LAW FOR THE DEFINITION OF AN ENGINEER
<https://pels.texas.gov/>
<https://pels.texas.gov/downloads/lawrules.pdf>

*****Article 695.6 A 1: Change the following to read as follows**

695.6 (A) Supply Conductors.

(1) Services and On-Site Power Production Facilities.

Service conductors and conductors supplied by on-site power production facilities shall be physically routed outside a building(s) and shall be installed as service-entrance conductors in accordance with 230.6, 230.9, and Parts III and IV of Article 230. Where supply conductors cannot be physically routed outside of buildings, the conductors shall be permitted to be routed through the building(s) where installed in accordance with 230.6(1) or (2).

Delete Exception

*****Article 690.9 D: Change the following to read as follows:**

690.9(D) Transformers. Overcurrent protection for power transformers shall be installed in accordance with 705.30(F).

Delete Exception

*****Article 705.8 System Installation: Change the following to read as follows:**

705.8 System Installation. Installation of one or more electrical power production sources operating in parallel with a primary source(s) of electricity shall be performed only by qualified persons. During the installation there shall be on site one of the following:

- (1) A person holding a Master Electrician License issued by the Texas Department of Licensing and Regulation.
- (2) A person holding a Journeyman Electrician License issued by the Texas Department of Licensing and Regulation.

705.80 Power Source Capacity.

For interconnected power production sources that operate in island mode, capacity shall be calculated using the sum of all power source output maximum currents for the connected power production source. Solar photovoltaic (PV) and wind systems shall not be included in the sum capacity.

ARTICLE 3.600 INTERNATIONAL RESIDENTIAL CODE

Sec. 3.601 Adopted

The International Residential Code, 2021 Edition as published by the International Code Council is hereby adopted for the purpose of providing minimum requirements and standards for the protection of the public's health, safety and welfare. One (1) copy of said code is incorporated herein by reference and shall be kept on file in the office of the building official. Fees are as set forth in the fee schedule in the appendix of this code.

****Section R102.4; change to read as follows:**

R102.4 Referenced codes and standards. The *codes*, when specifically adopted, and standards referenced in this *code* shall be considered part of the requirements of this *code* to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced *codes* and standards, each reference to said *code* and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the *Electrical Code* shall mean the *Electrical Code* as adopted.

**** Section R103 and R103.1 amend to insert the Department Name**

Building Inspections Department of the City of Sanger

R103.1 Creation of enforcement agency. The Building Inspections Department of the City of Sanger is hereby created and the official in charge thereof shall be known as the *building official*.

****Section R104.10.1 Flood Hazard areas; delete this section.**

****Section R105.3.1.1& R106.1.4; delete these sections.**

****Section R110 (R110.1 through R110.5); delete the section.**

*****Section R202; change definition of "Townhouse Unit" to read as follows:**

TOWNHOUSE UNIT. A single-family dwelling unit separated by property lines in a townhouse that extends from foundation to roof and that has a yard or public way on not less than two sides.

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP ^e	ICE BARRIER UNDER-LAYMENT ^h	FLOOD HAZARD ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	SPEED ^d (MPH)	Topographic	Special Wind Region ^L	Windborne Debris Zone ^m		Weathering ^a	Frost Line Depth ^b	Termite ^c					
5 lb/ft	115 (3 sec-gust)/ 76 fastest	No	No	No	A	Moderate	6"	Very Heavy	22 ⁰ F	No	Local Code	150	64.9 ⁰ F

	mile												
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*****Table R301.2 (1); fill in as follows:**

Delete remainder of table Manual J Design Criteria and footnote N

****Section R302.1; add exception #6 to read as follows:**

Exceptions: {previous exceptions unchanged}

5. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

****Section R302.3; add Exception #3 to read as follows:**

Exceptions:

1. {existing text unchanged}
2. {existing text unchanged}
3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

*****Section R302.2.6; delete exception #6:**

Exceptions: {previous exceptions unchanged}

6. (Delete)

****Section R302.5.1; change to read as follows:**

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 13/8 inches (35 mm) in thickness, solid or honeycomb core steel doors not less than 13/8 inches (35 mm) thick, or 20-minute fire-rated doors.

****Section R303.3, Exception; amend to read as follows:**

Exception: {existing text unchanged} Spaces containing only a water closet or water closet and a lavatory may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.

****Section R313.2 One and Two Family Dwellings; Delete this section and subsection in their entirety.**

(Reason: In 2009, the State Legislature enacted SB 1410, amending section 1301.551 subsection I of the occupation code, prohibiting cities from enacting fire sprinkler mandates one or two family dwellings only. However, jurisdictions with ordinances that required sprinklers for one or two family dwellings prior to and enforced before January 1, 2009, may remain in place.)

*****Section R315.2.2 Alterations, repairs and additions; amend to read as follows:**

Exception:

1. [existing text remains]
2. Installation, alteration or repairs of all electrically powered mechanical systems or plumbing appliances.

****Section R322 Flood Resistant Construction; deleted section.**

*****Section 327.1.1; add to read as follows:**

Section 327.1.1 Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception:

A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

****Section R401.2; amended by adding a new paragraph following the existing paragraph to read as follows.**

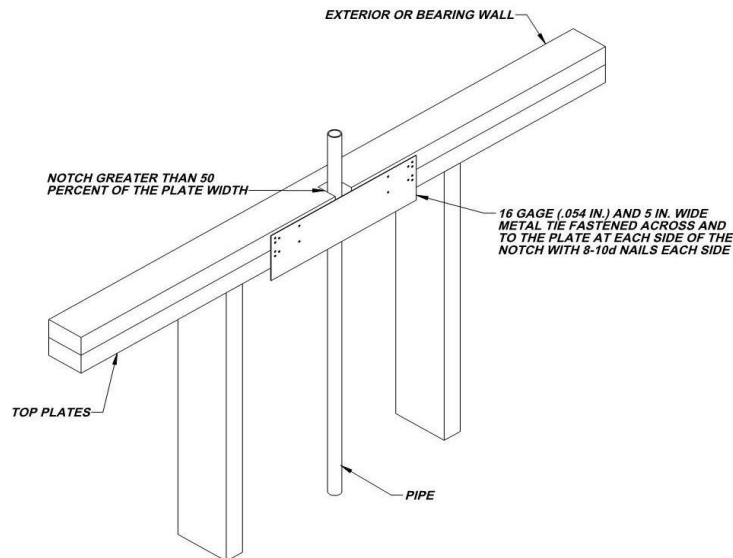
Section R401.2. Requirements. {existing text unchanged} ...

Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

****Section R602.6.1; amend the following:**

R602.6.1 Drilling and notching of top plate. When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. {remainder unchanged}

****Figure R602.6.1; delete the figure and insert the following figure:**



****Add section R703.8.4.1.2 Veneer Ties for Wall Studs; to read as follows:**

R703.8.4.1.2 Veneer Ties for Wall Studs. In stud framed exterior walls, all ties may be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

****Section R902.1; amend and add exception #5 to read as follows:**

R902.1 Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed. *{remainder unchanged}*

Exceptions:

1. *{text unchanged}*
2. *{text unchanged}*
3. *{text unchanged}*
4. *{text unchanged}*
5. Non-classified roof coverings shall be permitted on one-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed (area defined by jurisdiction).

**** Chapter 11 [RE] – Energy Efficiency is deleted in its entirety; Reference the 2021 IECC for energy code provisions and recommended amendments.**

****Section M1305.1.2; change to read as follows:**

M1305.1.2 Appliances in attics. Attics containing appliances shall be provided . . . {bulk of paragraph unchanged} . . . side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), and large enough to allow removal of the largest appliance. As a minimum, for access to the attic space, provide one of the following:

1. A permanent stair.
2. A pull down stair with a minimum 300 lb (136 kg) capacity.
3. An access door from an upper floor level.

Exceptions: [remaining text unchanged]

****Section M1411.3; change to read as follows:**

M1411.3 Condensate disposal. Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to a sanitary sewer through a trap, by means of a direct or indirect drain. *{remaining text unchanged}*

****Section M1411.3.1, Items 3 and 4; add text to read as follows:**

M1411.3.1 Auxiliary and secondary drain systems. *{bulk of paragraph unchanged}*

1. *{text unchanged}*
2. *{text unchanged}*
3. An auxiliary drain pan... *{bulk of text unchanged}*... with Item 1 of this section. A water level detection device may be installed only with prior approval of the *building official*.
4. A water level detection device... *{bulk of text unchanged}*... overflow rim of such pan. A water level detection device may be installed only with prior approval of the *building official*.

****Section M1411.3.1.1; add text to read as follows:**

M1411.3.1.1 Water-level monitoring devices. On down-flow units ...*{bulk of text unchanged}*... installed in the drain line. A water level detection device may be installed only with prior approval of the *building official*.

****M1503.6 Makeup Air Required; amend and add exception as follows:**

M1503.6 Makeup air required. Where one or more gas, liquid or solid fuel-burning appliance that is neither direct-vent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be mechanically or passively provided with makeup air at a rate approximate to the difference between exhaust air rate and 400 cubic feet per minute. Such makeup air systems shall be equipped with not fewer than one damper complying with [Section M1503.6.2](#).

Exception: Makeup air is not required for exhaust systems installed for the exclusive purpose of space cooling and intended to be operated only when windows or other air inlets are open. Where all appliances in the house are of sealed combustion, power-vent, unvented, or electric, the exhaust hood system shall be permitted to exhaust up to 600 cubic feet per minute (0.28 m³/s) without providing makeup air. Exhaust hood systems capable of exhausting in excess of 600 cubic feet per minute (0.28 m³/s) shall be provided with a makeup air at a rate approximately to the difference between the exhaust air rate and 600 cubic feet per minute.

****Section M2005.2; change to read as follows:**

M2005.2 Prohibited locations. Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an *approved* self-closing device. Installation of direct-vent water heaters within an enclosure is not required.

****Section G2408.3 (305.5) Private Garages; delete this section in its entirety.**

****Section G2415.2 (404.2) CSST; add a second paragraph to read as follows:**

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING: 1/2 to 5 psi gas pressure - Do Not Remove"

****Section G2415.12 (404.12) and G2415.12.1 (404.12.1); change to read as follows:**

G2415.12 (404.12) Minimum burial depth. Underground *piping systems* shall be installed a minimum depth of 18 inches (457 mm) below grade.

G2415.12.1 (404.12.1) Individual Outdoor Appliances; Delete in its entirety

****Section G2417.1 (406.1); change to read as follows:**

G2417.1 (406.1) General. Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this *code*. The *permit* holder shall give reasonable advance notice to the *building official* when the *piping system* is ready for testing. The *equipment*, material, power and labor necessary for the inspections and test shall be furnished by the *permit* holder and the *permit* holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

****Section G2417.4; change to read as follows:**

G2417.4 (406.4) Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made.

****Section G2417.4.1; change to read as follows:**

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

****Section G2417.4.2; change to read as follows:**

G2417.4.2 (406.4.2) Test duration. The test duration shall be held for a length of time satisfactory to the Building Official, but in no case for less than fifteen (15) minutes. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the Building Official, but in no case for less than thirty (30) minutes.

****Section G2420.1 (406.1); add Section G2420.1.4 to read as follows:**

G2420.1.4 Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

****Section G2420.5.1 (409.5.1); add text to read as follows:**

G2420.5.1 (409.5.1) Located within the same room. The shutoff valve...*{bulk of paragraph unchanged}*... in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

****Section G2421.1 (410.1); add text and Exception to read as follows:**

G2421.1 (410.1) Pressure regulators. A line *pressure regulator* shall be ... *{bulk of paragraph unchanged}*... *approved* for outdoor installation. Access to regulators shall comply with the requirements for access to appliances as specified in Section M1305.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

****Section G2422.1.2.3 (411.1.3.3) Prohibited locations and penetrations; delete Exception 1 and Exception 4.**

****Section G2445.2 (621.2); add Exception to read as follows:**

G2445.2 (621.2) Prohibited use. One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a *dwelling unit*.

Exception: Existing approved unvented room heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the Building Official unless an unsafe condition is determined to exist as described in International Fuel Gas Code Section 108.7 of the Fuel Gas Code.

****Section G2448.1.1 (624.1.1); change to read as follows:**

G2448.1.1 (624.1.1) Installation requirements. The requirements for *water heaters* relative to access, sizing, *relief valves*, drain pans and scald protection shall be in accordance with this *code*.

****Section P2603; add to read as follows:**

P2603.3 Protection against corrosion. Metallic piping, except for cast iron, ductile iron and galvanized steel, shall not be placed in direct contact with steel framing members, concrete or cinder walls and floors or other masonry. Metallic piping shall not be placed in direct contact with corrosive soil. Where sheathing is used to prevent direct contact, the sheathing shall have a thickness of not less than 0.008 inch (8 mil) (0.203 mm) and the sheathing shall be made of

approved material. Where sheathing protects piping that penetrates concrete or masonry walls or floors, the sheathing shall be installed in a manner that allows movement of the piping within the sheathing.

****Section P2603.5.1 Sewer Depth; change to read as follows:**

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of [number] inches (mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 12 inches (304 mm) below grade.

*****Section P2604; add to read as follows:**

P2604.2.1 Plastic sewer and DWV piping installation. Plastic sewer and DWV piping installed underground shall be installed in accordance with the manufacturer's installation instructions. Trench width shall be controlled to not exceed the outside the pipe diameter plus 16 inches or in a trench which has a controlled width equal to the nominal diameter of the piping multiplied by 1.25 plus 12 inches. The piping shall be bedded in 4 inches of granular fill and then backfilled compacting the side fill in 6-inch layers on each side of the piping. The compaction shall be to minimum of 85 percent standard proctor density and extend to a minimum of 6 inches above the top of the pipe.

**** Section P2801; change to read as follows:**

P2801.6 Required pan.

Where a storage tank-type water heater or a hot water storage tank is installed in a location where water leakage from the tank will cause damage, the tank shall be installed in a pan constructed of one of the following:

1. Galvanized steel or aluminum of not less than 0.0236 inch (0.6010 mm) in thickness.
2. Plastic not less than 0.036 inch (0.9 mm) in thickness.
3. Other *approved* materials.

****Section P2801.6.1; change to read as follows:**

Section P2801.6.1 Pan size and drain. The pan shall be not less than 11/2 inches (38 mm) in depth and shall be of sufficient size and shape to receive all dripping or condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a diameter of not less than 3/4 inch (19 mm). Piping for safety pan drains shall be of those materials listed in Table P2906.5.

Multiple pan drains may terminate to a single discharge piping system when *approved* by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions. {existing text unchanged}

**** Section P2804.6.1; change to read as follows:**

Section P2804.6.1 Requirements for discharge piping. The discharge piping serving a pressure relief valve, temperature relief valve or combination thereof shall:

1. Not be directly connected to the drainage system.
2. Discharge through an air gap.
3. Not be smaller than the diameter of the outlet of the valve served and shall discharge full size to the air gap.
4. Serve a single relief device and shall not connect to piping serving any other relief device or equipment.

Exception: Multiple relief devices may be installed to a single T & P discharge piping system when approved by the administrative authority and permitted by the manufactures installation instructions and installed with those instructions.

5. Discharge to an approved location or to the outdoors.

[remainder unchanged]

****Section P2902.5.3; change to read as follows:**

P2902.5.3 Lawn irrigation systems. The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

****Section P3003.9; change to read as follows:**

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent cement joints shall be permitted above or below ground.

Exception: (Deleted)

*****Section P3111Combination waste and vent systems; delete this section in its entirety.***

*****Section P3112.2 Vent Connection; delete and replace with the following:***

P3112.2 Installation. Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drainboard height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drain-board shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

ARTICLE 3.2200 REGULATING PLACEMENT OF GAS AND ELECTRIC METERS ON ALL NEW SINGLE-FAMILY RESIDENTIAL BUILDING

ARTICLE 3.2500 ENERGY CONSERVATION CODE

Sec. 3.2501 Adopted

The International Energy Conservation Code, 2021 Edition as published by the International Code Council is hereby adopted for the purpose of providing minimum requirements and standards for the protection of the public's health, safety and welfare. One (1) copy of said code is incorporated herein by reference and shall be kept on file in the office of the building official. Fees are as set forth in the fee schedule in the appendix of this code.

******Section 105.2 Required Inspections; Changed numbering and to read as follows:***

R105.2.1 Footing and foundation inspection.

Inspections associated with footings and foundations shall verify compliance with the code as to R-value, location, thickness, depth of burial and protection of insulation as required by the code and approved plans and specifications.

R105.2.2 Framing and Air Barrier rough-in inspection.

Inspections at framing and rough-in shall be made before application of insulation and shall verify compliance with the code as to: air leakage controls as required by the code; and approved plans and specifications.

R105.2.3 Insulation and Fenestration rough-in inspection.

Inspections at framing and rough-in shall be made before application of interior finish and shall verify compliance with the code as to: types of insulation and corresponding R-values and their correct location and proper installation; fenestration properties such as U-factor and SHGC and proper installation.

R105.2.34 Plumbing rough-in inspection.

Inspections at plumbing rough-in shall verify compliance as required by the code and approved plans and specifications as to types of insulation and corresponding R-values and protection and required controls.

R105.2.45 Mechanical rough-in inspection.

Inspections at mechanical rough-in shall verify compliance as required by the code and approved plans and specifications as to installed HVAC equipment type and size, required controls, system insulation and corresponding R-value, system air leakage control, programmable thermostats, dampers, whole-house ventilation, and minimum fan efficiency.

Exception: Systems serving multiple dwelling units shall be inspected in accordance with Section C105.2.4.

R105.2.56 Final inspection.

The building shall have a final inspection and shall not be occupied until approved. The final inspection shall include verification of the installation of all required building systems, equipment and controls and their proper operation and the required number of high-efficacy lamps and fixtures.

*****Section C102/R102 General; add Section C102.1.2 and R102.1.2 (N1101.4.1) to read as follows:***

C102.1.2 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.

R102.1.2 (N1101.4.1) Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance. Regardless of the program or the path to compliance, each 1- and 2-family dwelling shall be tested for air and duct leakage as prescribed in Section R402.4.1.2 (N1102.4.1.2) and R403.3.3 (N1103.3.3) respectively.

Section R202 (N1101.6) Definitions; add the following definition:

****PROJECTION FACTOR.** The ratio of the horizontal depth of the overhang, eave or permanently attached shading device, divided by the distance measured vertically from the bottom of the fenestration glazing to the underside of the overhang, eave or permanently attached shading device.

Section R202 (N1101.6) Definitions; add the following definition:

****DYNAMIC GLAZING.** Any fenestration product that has the fully reversible ability to change its performance properties, including *U*-factor, solar heat gain coefficient (SHGC), or visible transmittance (VT)

*****Table 402.1.2 Maximum Assembly/Climate Zone items: amend table as follows.**

<i>Climate Zone</i>	<i>Fenestration U-Factor^f</i>	<i>Ceiling U-Factor</i>
<i>2</i>	<i>.40</i>	<i>0.29</i>
<i>3</i>	<i>0.32</i>	<i>0.29</i>

*****Table 402.1.3 Insulation/Climate Zone items: amend table as follows.**

Climate Zone	Fenestration U-Factor^{b,i}	Ceiling R-Value	Wood Frame Wall R-Value	Slab R-Value & Depth
2	.40	42	13 or 0 + 10	0
3	0.32	42	19 or 13+53ci, 0+15	0

*****Section C402.5.2 Dwelling and sleeping unit enclosure testing. Added the underlined to read as follows**

C402.5.2 Dwelling and sleeping unit enclosure testing. The building thermal envelope shall be tested in accordance with ASTM E779. ANSI/RESNET/ICC 380, ASTM E1827 or an equivalent method approved by the code official. The measured air leakage shall not exceed 0.30 cfm/ft² (1.5 Us m²) of the testing unit enclosure area at a pressure differential of 0.2 inch water gauge (50 Pa). Where multiple dwelling units or sleeping units or other occupiable conditioned spaces are contained within one building thermal envelope, each unit shall be considered an individual testing unit, and the building air leakage shall be the weighted average of all testing unit results, weighted by each testing unit's enclosure area. Units shall be tested separately with an unguarded blower door test as follows:

1. Where buildings have fewer than eight testing units, each testing unit shall be tested.
2. For buildings with eight or more testing units, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit enclosure area. For each tested unit that exceeds the maximum air leakage rate, an additional two three units shall be tested, including a mixture of testing unit types and locations.

*****Section R402.4.1 Building thermal envelope; add section R402.4.1.4 to read as follows**

R402.4.1.4 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R402.4.1.2 or R402.4.1.3, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit enclosure area. For each tested unit that exceeds the maximum air leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

*****Section R401.2.5 Additional Energy efficiency; deleted in its entirety.**

***** Section R402.4.6 Electrical and Communication outlet boxes. Delete after the first sentence to read as follows.**

****R402.4.6 Electrical and communication outlet boxes (air-sealed boxes). Electrical and communication outlet boxes installed in the building thermal envelope shall be sealed to limit air leakage between conditioned and unconditioned spaces.*

*****Section R403.3 Ducts; add section R403.3.8 to read as follows**

R403.3.8 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R403.3.5, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that exceeds the maximum duct leakage rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

*****Section R403.6 Mechanical Ventilation; add section R403.6.4 to read as follows**

R403.6.4 Sampling options for R2 multifamily dwelling units. For buildings with eight or more testing units that must be tested as required by R403.6.3, the greater of seven units or 20 percent of the testing units in the building shall be tested, including a top floor unit, a ground floor unit, a middle floor unit, and a unit with the largest testing unit floor area. For each tested unit that does not meet the minimum ventilation rate, an additional three units shall be tested, including a mixture of testing unit types and locations. Where buildings have fewer than eight testing units, each testing unit shall be tested.

*****Section R404.2 Interior Lighting Controls; deleted in its entirety.**

*****R405.2 Performance-based compliance. Added to underlined to read as follows.**

R405.2 Performance-based compliance. Compliance based on total building performance requires that a *proposed design* meets all of the following:

1. The requirements of the sections indicated within Table R405.2.
2. The building thermal envelope greater than or equal to levels of efficiency and solar heat gain coefficients in Table R402.1.1 or R402.1.3 of the 2009 *International Energy Conservation Code*.
3. An annual energy cost that is less than or equal to the annual energy cost of the 2021 standard reference design or 8% less than the annual energy cost of the 2018 standard

reference design. Energy prices shall be taken from a source *approved* by the *code official*, such as the Department of Energy, Energy Information Administration's State Energy Data System Prices and Expenditures reports. Code officials shall be permitted to require time-of-use pricing in energy cost calculations.

Exception: The energy use based on source energy expressed in Btu or Btu per square foot of *conditioned floor area* shall be permitted to be substituted for the energy cost. The source energy multiplier for electricity shall be 3.16. The source energy multiplier for fuels other than electricity shall be 1.1.

****TABLE R406.4 (N1106.4) MAXIMUM ENERGY RATING INDEX; amend to read as follows:**

TABLE R406.4 (N1106.4) ²

MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	52 59
3	52 59

² The table is effective from September 1, 2022 to August 31, 2025.

TABLE R406.4 (N1106.4) ³

MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	52 57
3	52-57

³ The table is effective from September 1, 2025 to August 31, 2028.

TABLE R406.4 (N1106.4) ³

MAXIMUM ENERGY RATING INDEX

CLIMATE ZONE	ENERGY RATING INDEX
2	52 55

3	52-55
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⁴ This table is effective on or after September 1, 2028.

*****Section R408 ADDITIONAL EFFICIENCY PACKAGE OPTIONS; *deleted in its entirety.***

ARTICLE 3.2600 FUEL GAS CODE

Sec. 3.2601 Adopted

The International Fuel Gas Code, 2021 Edition as published by the International Code Council is hereby adopted for the purpose of providing minimum requirements and standards for the protection of the public's health, safety and welfare. One (1) copy of said code is incorporated herein by reference and shall be kept on file in the office of the building official. Fees are as set forth in the fee schedule in the appendix of this code.

****Section 102.2; add an exception to read as follows:**

Exception: Existing dwelling units shall comply with Section 621.2.

*****Section 102.8; change to read as follows:**

102.8 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in Chapter 8 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the National Electrical Code shall mean the Electrical Code as adopted.

****Section 306.5; change to read as follows:**

[M] 306.5 Equipment and Appliances on Roofs or Elevated Structures. Where *equipment* requiring *access* or appliances are located on an elevated structure or the roof of a building such that personnel will have to climb higher than 16 feet (4877 mm) above grade to access, an interior or exterior means of access shall be provided. Exterior ladders providing roof access need not extend closer than 12 feet (2438 mm) to the finish grade or floor level below and shall extend to the equipment and appliances' level service space. Such access shall . . . {bulk of section to read

the same} . . . on roofs having a slope greater than four units vertical in 12 units horizontal (33-percent slope). ... *{remainder of text unchanged}*.

****Section 306.5.1; change to read as follows:**

[M] 306.5.1 Sloped roofs. Where appliances, *equipment*, fans or other components that require service are installed on a roof having a slope of 3 units vertical in 12 units horizontal (25-percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to a level platform at the appliance. The level platform shall be provided on each side of the appliance to which *access* is required for service, repair or maintenance. The platform shall be not less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches (1067 mm) above the platform, shall be constructed so as to prevent the passage of a 21-inch-diameter (533 mm) sphere and shall comply with the loading requirements for guards specified in the *International Building Code*.

****Section 401.5; add a second paragraph to read as follows:**

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved* tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING

1/2 to 5 psi gas pressure

Do Not Remove"

****Section 404.12; change to read as follows:**

404.12 Minimum burial depth. Underground piping systems shall be installed a minimum depth of 18 inches (458 mm) top of pipe below grade.

404.12.1 Delete in its entirety.

*****Section 406.4; change to read as follows:**

406.4 Test pressure measurement. Test pressure shall be measured with a monometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the pressure test period. The source of pressure shall be isolated before the pressure tests are made. Mechanical gauges used to measure test pressures shall have a range such that the highest end of the scale is not greater than five times the test pressure. Spring type gauges do not meet the requirement of a calibrated gauge.

*****Section 406.4.1; change to read as follows:**

406.4.1 Test pressure. The test pressure to be used shall be no less than 3 psig (20 kPa gauge), or at the discretion of the Code Official, the piping and valves may be tested at a pressure of at least six (6) inches (152 mm) of mercury, measured with a manometer or slope gauge. For tests requiring a pressure of 3 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one half inches (3 ½”), a set hand, 1/10 pound incrementation and pressure range not to exceed 15 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, diaphragm gauges shall utilize a dial with a minimum diameter of three and one-half inches (3 ½”), a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 50 psi. For welded piping, and for piping carrying gas at pressures in excess of fourteen (14) inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than ten (10) pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

Diaphragm gauges used for testing must display a current calibration and be in good working condition. The appropriate test must be applied to the diaphragm gauge used for testing.

****Section 409.1; add Section 409.1.4 to read as follows:**

409.1.4 Valves in CSST installations. Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an *approved* termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12-inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

****Section 410.1; add a second paragraph and exception to read as follows:**

Access to regulators shall comply with the requirements for access to appliances as specified in Section 306.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

****Section 621.2; add exception as follows:**

621.2 Prohibited use. One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

Exception: Existing *approved* unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when *approved* by the Code Official unless an unsafe condition is determined to exist as described in Section 108.7.

ARTICLE 3.2700 INTERNATIONAL EXISTING BUILDING CODE

Sec. 3.2701 Adopted

The International Existing Building Code, 2021 Edition as published by the International Code Council is hereby adopted for the purpose of providing minimum requirements and standards for the protection of the public's health, safety and welfare. One (1) copy of said code is incorporated herein by reference and shall be kept on file in the office of the building official. Fees are as set forth in the fee schedule in the appendix of this code.

****Section 102.4; change to read as follows:**

[A] 102.4 Referenced codes and standards. The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2. {No change to rest of section.}

*****Section 110.2; delete number 11**

*****Section 202; amend definition of Existing Building as follows:**

Existing Building - A building, structure, or space with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; a building, structure or space that is undergoing a change of occupancy or use.

***Section 202; amend definition of Existing Structure as follows:

Existing Structure- A building, structure, or space, with an approved final inspection issued under a code edition which is at least 2 published code editions preceding the currently adopted building code; a building, structure or space that is undergoing a change of occupancy or use.

***Section 306.1; add exceptions to read as follows:

Exceptions:

- 1. Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.**
- 2. If the cost of the project is less than \$50K, it must comply with ICC A117.1, or it shall be reviewed and inspected to the Texas Accessibility Standards by a Registered Accessibility Specialist.**

***Section 306.2; add exception to read as follows:

Exception: Projects subject to the Texas Accessibility Standards as adopted by the Texas Department of Licensing and Regulation are exempt from this section. Projects with a valuation of less than \$50,000.00 (which are subject to the Texas Accessibility Standards) may be accepted as equivalent to this section where reviewed and inspected to the Texas Accessibility Standards by a Texas Department of Licensing and Regulation Registered Accessibility Specialist when a plan review report and a compliant inspection report are provided to the building code official.

***Section 306.5.1; add to read as follows:

306.5.1 Complete change of occupancy. Where an entire building undergoes a *change of occupancy*, it shall comply with Section 305.4.1 and shall have all of the following accessible features:

- 1. Not fewer than one accessible building entrance.**
- 2. Not fewer than one accessible route from an accessible building entrance to *primary function areas*.**
- 3. Signage complying with Section 1111 of the *International Building Code*.**
- 4. Accessible parking, where parking is being provided.**

5. Not fewer than one accessible passenger loading zone, where loading zones are provided.

6. Not fewer than one accessible route connecting accessible parking and accessible passenger loading

zones to an accessible entrance.

7. At least one accessible family or assisted use toilet room shall be provided in accordance with Chapter 11 of the International Building Code.

Where it is *technically infeasible* to comply with the new construction standards for any of these requirements for a change of group or occupancy, Items 1 through 6 shall conform to the requirements to the maximum extent technically feasible.

Exception: The accessible features listed in Items 1 through 6 are not required for an accessible route to Type B units.

****Section 401.3 Flood Hazard Areas; delete this section.**

****Section 405.2.6 Flood Hazard Areas; delete this section.**

****Section 406.1; add a code reference to read as follows:**

406.1 Material. Existing electrical wiring and equipment undergoing *repair* shall be allowed to be repaired or replaced with like material, in accordance with the requirements of NFPA 70.

****Section 502.3 Flood Hazard Areas; delete this section.**

*****Section 503.2 Flood hazard areas; delete this section.**

*****Section 503.16; add exception to read as follows:**

Exception: Compliance with the Texas Accessibility Standards is not considered equivalent compliance for the purpose of enforcement of this code section.

****Section 504.1.2; change to read as follows:**

504.1.2 Existing fire escapes. Existing fire escapes shall continue to be accepted as a

component in the means of egress in existing buildings only. Existing fire escapes shall be permitted to be repaired or replaced.

****Section 504.1.3; delete this section:**

****Section 507.3 Flood Hazard Areas; delete this section.**

****Section 701.3 Flood Hazard Areas; delete this section.**

*****Section 702.4; add exception 2 to read as follows:**

2. Operable windows with openings that are provided with window fall prevention devices that comply with ASTM F2090.

****Section 702.7; add a code reference to read as follows:**

702.7 Materials and methods. All new work shall comply with the materials and methods requirements in the *International Building Code*, *International Energy Conservation Code*, *International Mechanical Code*, *National Electrical Code*, and *International Plumbing Code*, as applicable, that specify material standards, detail of installation and connection, joints, penetrations, and continuity of any element, component, or system in the building.

****Section 802.5.1; change to read as follows:**

802.5.1 Minimum requirement. Every portion of open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps, and landings that is more than 30 inches (762 mm) above the floor or grade below and is not provided with guards, or those in which the existing guards are judged to be in danger of collapsing, shall be provided with guards.

****Section 803.1; add sentence to read as follows:**

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by walls capable of resisting the passage of smoke containing the subject work area, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

****Section 803.2.6; change exception to read as follows:**

Exception: Supervision is not required where the Fire Code does not require such for new construction.

****Section 803.3; change section to read as follows:**

803.3 Standpipes. Refer to Section 1103.6 of the Fire Code for retroactive standpipe requirements. {Delete rest of Section 803.3.}

****Section 804.2; delete Exception #1**

****Section 804.4.1.2; change to read as follows:**

804.4.1.2 Fire Escapes required. For other than Group I-2, where more than one exit is required, an existing fire escape complying with section 805.3.1.2.1 shall be accepted as providing one of the required means of egress.

****Section 804.4.1.2.1; change to read as follows:**

804.4.1.2.1 Fire Escape access and details - ...

1. [Remain unchanged]
2. Access to a fire escape shall be through a door...
3. (Delete)
4. [Remain unchanged]
5. In all buildings of Group E occupancy up to and including the 12th grade, buildings of Group I occupancy, boarding houses, and childcare centers, ladders of any type are prohibited on fire escapes used as a required means of egress.

****Section 804.6.2 Transoms; add language to read as follows:**

804.6.2 Transoms. In all buildings of Group B, E, I-1, I-2, R-1 and R-2 occupancies,[Remainder unchanged]

****Section 904.1; add sentence to read as follows:**

For the purpose of fire sprinkler protection and fire alarm requirements included in this section, the work area shall be extended to include at least the entire tenant space or spaces bounded by walls containing the subject work area, and if the work area includes a corridor, hallway, or other exit access, then such corridor, hallway, or other exit access shall be protected in its entirety on that particular floor level.

****Section 904.1.1; change to read as follows:**

904.1.1 High-rise buildings. An automatic sprinkler system shall be provided in work areas of high-rise buildings.

*****Section 1011.2.1: change to read as follows:**

1011.2.1 Fire sprinkler system. Where a change in occupancy classification occurs or where there is a *change of occupancy* within a space where there is a different fire protection system threshold requirement in Chapter 9 of the *International Building Code* that requires an automatic fire sprinkler system to be provided based on the new occupancy in accordance with Chapter 9 of the *International Building Code*. The installation of the automatic sprinkler system shall be required within the area of the *change of occupancy* and areas of the building not separated horizontally and vertically from the *change of occupancy* by one of the following:

1. (Delete)
2. (Delete)
3. (Delete)
4. (Delete)
- ~~5.~~ 1. Fire barrier, as required by Section 707 of the IBC.
- ~~6.~~ 2. Fire wall, as required by Section 706 of the IBC.

Exceptions: [Remain unchanged.]

*****Section 1102.2.1; add to read as follows:**

1102.2.1 Fire Separations. Where fire separations are utilized to allow additions without exceeding the allowable area provisions of Chapter 5 of the IBC for either the existing building or the new addition, the decreased clear space where the two buildings adjoin shall be accounted for in such calculation relative to the allowable frontage increase.

****Section 1103.3 Flood Hazard Areas; delete this section.**

****Section 1201.4 Flood Hazard Areas; delete this section.**

****Section 1301.3.2; change to read as follows:**

1301.3.2 Compliance with other codes. Buildings that are evaluated in accordance with this section shall comply with the International Fire Code.

****Section 1301.3.3 Compliance with Flood Hazard Provisions; delete this section.**

****Section 1402.6 Flood Hazard Areas; delete this section.**

*****Section 1509; delete Section 1509.1 through 1509.5 and add Section 1509.1 to read as follows:**

1509.1 When required. An approved water supply for fire protection, either temporary or permanent, shall be made available as soon as combustible material arrives on the site. The water supply design and the timing of the water supply installation relative to building construction shall comply with the adopted Fire Code.

ARTICLE 3.2900 INTERNATIONAL SWIMMING POOL AND SPA CODE

Sec. 3.2901 Adopted

The International Swimming Pool and Spa Code, 2021 Edition as published by the International Code Council is hereby adopted for the purpose of providing minimum requirements and standards for the protection of the public's health, safety and welfare. One (1) copy of said code is incorporated herein by reference and shall be kept on file in the office of the building official. Fees are as set forth in the fee schedule in the appendix of this code.

****Section 102.9; Change to read as follows:**

Section 102.9 Other laws. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law, to include but not limited to:

1. Texas Department of State Health Services (TDSHS); *Standards for Public Pools and Spas*; §285.181 through §285.208, (TDSHS rules do not apply to pools serving one- and two-family dwellings or townhouses).
2. Texas Department of Licensing and Regulation (TDLR); *2012 Texas Accessibility Standards (TAS)*, TAS provide the scoping and technical requirements for accessibility for Swimming Pool, wading pools and spas and shall comply with *2012 TAS, Section 242*. (TAS rules do not apply to pools serving one- and two-

family dwellings or townhouses).

Exception: Elements regulated under Texas Department of Licensing and Regulation (TDLR) and built in accordance with TDLR approved plans, including any variances or waivers granted by the TDLR, shall be deemed to be in compliance with the requirements of this Chapter.

*****Section 113.4 Violation penalties; *Changed to read as follows:***

113.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair a pool or spa in violation of the *approved* construction documents or directive of the *code official*, or of a permit or certificate issued under the provisions of this code may be punishable for each day of the violation set forth by the *authority having jurisdiction*.

*****Section 305; Change to read as follows:**

305.1 General.

The provisions of this section shall apply to the design of barriers for restricting entry into areas having pools and spas. In only one-and two-family dwellings and townhouses, where spas or hot tubs are equipped with a lockable safety cover complying with [ASTM F1346](#) and swimming pools are equipped with a powered safety cover that complies with [ASTM F1346](#), the areas where those spas, hot tubs or pools are located shall not be required to comply with [Sections 305.2](#) through [305.7](#).

**** Add subsection 305.2.7.1; to read as follows:**

305.2.7.1 Chain link fencing prohibited. Chain link fencing is not permitted as a barrier in public pools built after January 1, 1994.

*****Section 305.4 structure wall as a barrier; Changes as follows:**

305.4 Structure wall as a barrier. Where a wall of a dwelling or structure of a one- and two-family dwelling or townhouse or its accessory structure serves as part of a barrier and where doors or windows provide direct access to the pool or spa through that wall, one of the following shall be required:

1. Remainder Unchanged
2. Remainder Unchanged
3. Remainder Unchanged
4. Remainder unchanged
5. Remainder unchanged
6. Remainder unchanged

****Section 305.6; Change to read as follows:**

305.6 Natural barriers used in a one- and two-family dwelling or townhouse. In the case where the pool or spa area abuts the edge of a lake or other natural body of water, public access is not permitted or allowed along the shoreline, and required barriers extend to and beyond the water's edge a minimum of eighteen (18) inches, a barrier is not required between the natural body of water shoreline and the pool or spa.

****Section 307.1.4 Accessibility; Add exception to Section to 307.1.4 as follows:**

Exception: Components of projects regulated by and registered with Architectural Barriers Division of Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this chapter.

*****Section 307.2.2.2; add to read as follows:**

Section 307.2.2.2. Adjacency to Structural Foundation. Depth of the swimming pool and spa shall maintain a ratio of 1:1 from the nearest building foundation or footing of a retaining wall.

Exception:

A sealed engineered design drawing of the proposed new structure shall be submitted for approval.

****Section 310; Change to read as follows:**

310.1 General. Suction entrapment avoidance for pools and spas shall be provided in accordance with APSP 7 (ANSI/PHTA/ICC 7) or for public swimming pools in accordance with State of Texas Rules for Public Swimming Pools and Spas, Title 25 TAC Chapter 265 Subchapter L, Rule

§265.190.

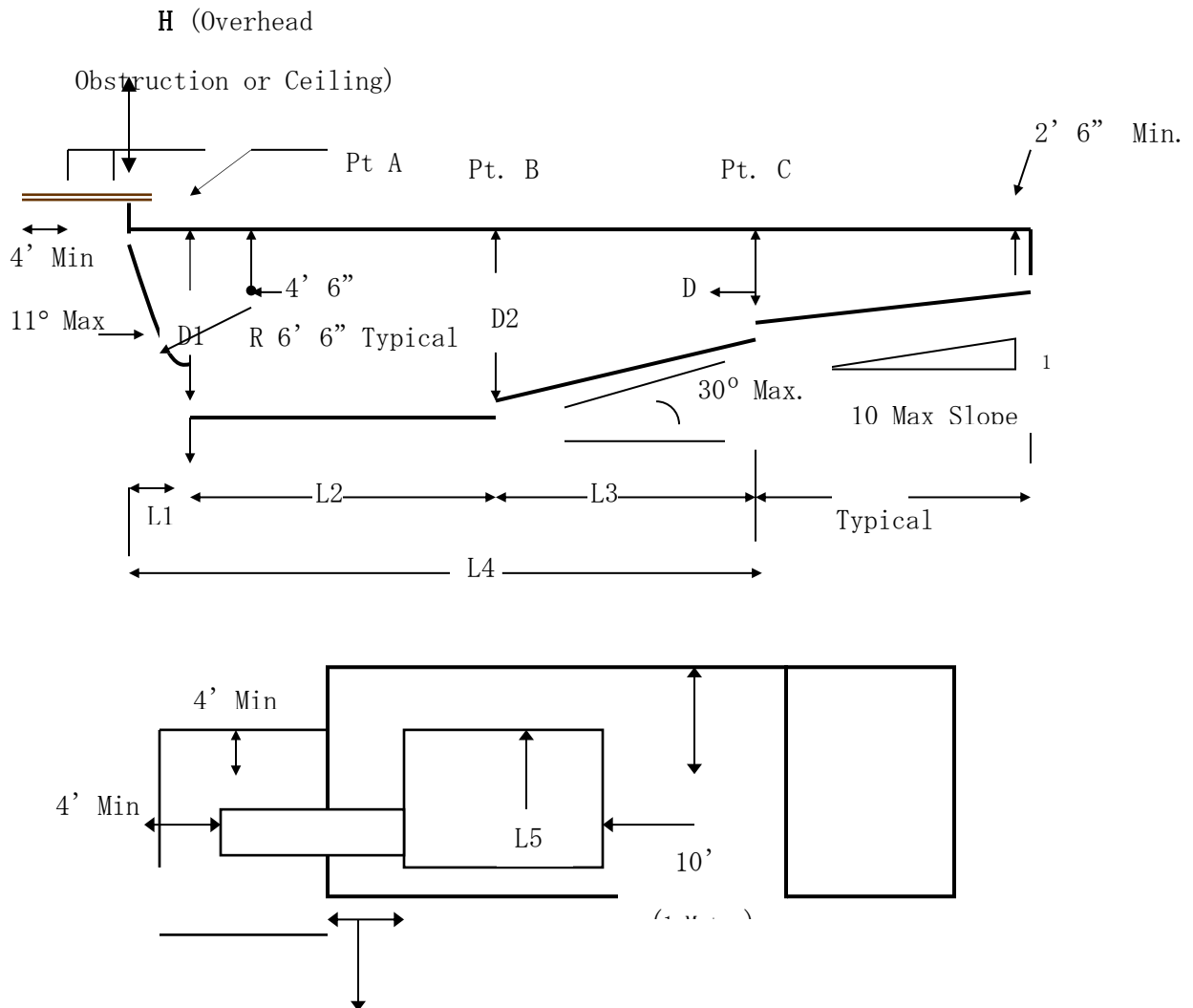
[Remainder unchanged]

**** Section 402.12; Change to read as follows:**

402.12 Water envelopes. The minimum diving water envelopes shall be in accordance with **Texas department of State Health services, Administrative Code Title 25, Chapter 265, Section 186 (e) and Figure: 25 TAC 256.186 (e) (6).** (Delete Table 402.12 and Figure 402.12)

ADD: Figure: 25 TAC §265.186 (e) (6)

Maximum Diving Board Height Over Water	¾ Meter	1 Meter	3 Meters
Max. Diving Board Length	12 ft.	16 ft.	16 ft.
Minimum Diving Board Overhang	2 ft. 6 in.	5 ft.	5 ft.
D1 Minimum	8 ft. 6 in.	11 ft. 2 in.	12 ft. 2 in.
D2 Minimum	9 ft.	10 ft. 10 in.	11 ft. 10 in.
D3 Minimum	4 ft.	6 ft.	6 ft.
L1 Minimum	4 ft.	5 ft.	5 ft.
L2 Minimum	12 ft.	16 ft. 5 in.	19 ft. 9 in.
L3 Minimum	14 ft. 10 in.	13 ft. 2 in.	13 ft. 11 in.
L4 Minimum	30 ft. 10 in.	34 ft. 7 in.	38 ft. 8 in.
L5 Minimum	8 ft.	10 ft.	13 ft.
H Minimum	16 ft.	16 ft.	16 ft.
From Plumbet to Pool Wall at Side	9 ft.	10 ft.	11 ft. 6 in.
From Plumbet to Adjacent Plumbet	10 ft.	10 ft.	10 ft.



****Section 411.2.1 & 411.2.2; Change to read as follows:**

411.2.1 Tread dimensions and area. Treads shall have a minimum unobstructed horizontal depth (i.e., horizontal run) of 12 inches and a minimum width of 20 inches.

411.2.2 Risers. Risers for steps shall have a maximum uniform height of 10 inches, with the bottom riser height allowed to taper to zero.

****Section 411.5.1 & 411.5.2; Change to read as follows:**

411.5.1 Swimouts. Swimouts, located in either the deep or shallow area of a pool, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. The leading edge shall be visibly set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.

411.5.2 Underwater seats and benches. Underwater seats and benches, whether used alone or in conjunction with pool stairs, shall comply with all of the following:

1. Unchanged
2. Unchanged
3. Unchanged
4. Unchanged
5. The leading edge shall be visually set apart and provided with a horizontal solid or broken stripe at least 1 inch wide on the top surface along the front leading edge of each step. This stripe shall be plainly visible to persons on the pool deck. The stripe shall be a contrasting color to the background on which it is applied, and the color shall be permanent in nature and shall be a slip-resistant surface.
6. Unchanged
7. Unchanged

****Section 610.5.1; Change to read:**

610.5.1 Uniform height of 10 inches. Except for the bottom riser, risers at the centerline shall have a maximum uniform height of 10 inches (254 mm). The bottom riser height shall be permitted to vary from the other risers.

****Section 804 Diving Water Envelopes; Change to read as follows:**

Section 804.1 General. The minimum diving water envelopes shall be in accordance with Table 804.1 and Figure 804.1, or the manufacturer's specifications, whichever is greater. Negative construction tolerances shall not be applied to the dimensions of the minimum diving water envelopes given in Table 804.1.

SECTION 2. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 4. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

SECTION 5. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 7th day of October, 2024.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on Ordinance No. 10-17-24 amending Chapter 5 of the Code of Ordinances, Article 5.2 "International Fire Code".

SUMMARY:

- Staff is proposing amendments and updates to Chapter 5 (Fire Prevention and Protections) of the Code of Ordinances.
- Adopt 2021 Edition of the International Fire Code as published by the International Code Council; adopt local amendments.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Ordinance # 10/17/24

CITY OF SANGER, TEXAS

ORDINANCE 10-17-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE CITY OF SANGER CODE OF ORDINANCE, CHAPTER 5 OF THE CODE OF ORDINANCES, ARTICLE 5.200 “INTERNATIONAL FIRE CODE”, PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OR FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds it necessary for the public health, safety and welfare that development occurs in a controlled and orderly manner; and

WHEREAS, following provision of proper legal notice requirements, were made in the time and manner prescribed by law; and

WHEREAS, the City Council finds that the passage of this Ordinance is in the best interest of the citizens of Sanger.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF SANGER, TEXAS HEREBY RESOLVES:

SECTION 1. That Chapter 5 of the Code of Ordinances, City of Sanger, Texas is hereby amended to read as follows:

Article 3.100 FIRE CODE OFFICIAL

Sec 5.101 Fire Chief

The Fire Chief shall be appointed by the City Manager, then presented to the City Council for final approval. He or she shall work under the general supervision of the City Manager in accordance with the codes, ordinances and policies of the City.

Sec. 5.102 Office of the Fire Marshal Created

The office of the Fire Marshal is hereby created. The City Manager or Fire Chief shall designate a qualified individual to exercise the powers and perform the duties of fire prevention engineer and fire code official, as provided in the International Fire Code, as amended, and heretofore

adopted by ordinance. The fire code official shall be properly qualified for the duties of his or her office and shall perform the duties required by the International Fire Code, as amended, and any other duties delegated by the Fire Chief or City Manager. Such duties shall include, but not be limited to, servicing as chief inspector and as the official in charge of fire prevention enforcement.

Sec. 5.103 Fire Code Official to Investigate Fires

The fire code official shall investigate the cause, origin and circumstances of fire occurring within this city by which property has been destroyed or damaged and shall especially make investigation as to whether such fire was the result of carelessness or design. Such investigations shall begin as soon as possible either by on scene personnel or by the fire code official. On scene personnel will determine if the fire coded official is needed to be paged to the scene after the initial scene survey has been completed. The fire code official shall keep in his or her office a record of all fires, together with all facts, statistics and circumstances, including the origin of the fires and the amount of the loss which may be determined by the investigation required by this section.

Sec. 5.104 Fire Code Official to Take Testimony and Furnish Evidence for Prosecution

The fire code official when in his or her opinion further investigation is necessary, shall take or cause to be taken the testimony on oath of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter under investigation, and shall cause the same to be recued to writing; if he?/she shall be of the opinion that there is evidence sufficient to charge any person with the crime of arson, or with the attempt to commit the crime of arson, or of conspiracy to defraud or criminal conduct in connection with such fire, he/she shall cause such person to be lawfully arrested and charged with such offense or either of them, and shall furnish to the proper prosecuting attorney all such evidence, together with the names of witnesses and all of the information obtained by him/her, including a copy of all pertinent and material testimony taken in the case.

Sec. 5.105 Power to Summon Witnesses

The fire code official shall have the power to summon witnesses before him/her to testify in relation to any matter which is by the provisions of this article a subject of inquiry and investigation, and may require the production of any book, paper or document deemed pertinent thereto. The said fire code official is hereby authorized and empowered to administer oaths and affirmations to any persons appearing as witnesses before him/her.

Sec. 5.106 Unlawful to Disobey Any Lawful Order of Fire Code Official

The fire code official, when in his opinion further investigation is necessary, shall take or cause to be taken the testimony, on oath, of all persons supposed to be cognizant of any facts or to have means of knowledge in relation to the matter under investigation, and shall cause the same to be reduced to writing; and if he shall be of the opinion that there is evidence sufficient to charge any person with the crime of arson, or with the attempt to commit the crime of arson, or of conspiracy to defraud, or criminal conduct in connection with such fire, he shall cause such persons to be lawfully arrested and charged with such offense or either of them, and shall furnish to the proper prosecuting attorney all such evidence, together with the names of witnesses and all of the information obtained by him, including a copy of all pertinent and material testimony taken in the case.

The fire code official shall have the power to summon witnesses before him to testify in relation to any matter which is by the provisions of this article a subject of inquiry and investigation, and may require the production of any book, paper or document deemed pertinent thereto. The fire marshal is hereby authorized and empowered to administer oaths and affirmations to any persons appearing as witnesses before him.

Any witness who refuses to be sworn, or who refuses to appear or testify, or who disobeys any lawful order of said fire code official, or who fails or refuses to produce any book, paper or document touching any matter under examination, or who is guilty of any contemptuous conduct during any of the proceedings of the fire code official in the matter of said investigation or inquiry, after being summoned to give testimony in relation to any matter under investigation as aforesaid, shall be deemed guilty of a misdemeanor, and it shall be the duty of the fire marshal to cause all such offenders to be prosecuted. Any person being convicted of any such misdemeanor shall be fined in accordance with the general penalty provision found in section 1.01.009 of this code. Provided, however, that any person so convicted shall have the right of appeal.

Sec. 5.107 Investigations by Fire Code Official May Be Private

All investigations held by or under the direction of the fire code official may in his or her discretion be private, and persons other than those required to be present may be excluded from the place where such investigation is held, and witnesses may be kept separate and apart from each other and not allowed to communicate with each other until they have been examined

Sec. 5.108 Authority to Enter and Examine Buildings Where Fire Has Occurred

The fire code official shall have the authority at all times of day or night when necessary in the performance of the duties imposed upon him or her by the provisions of this article, to enter upon and examine any building or premises where any fire has occurred, and other buildings and

premises adjoining or near the same, which authority shall be exercised only with reason and good discretion.

Sec. 5.109 Preventive Investigations and Appeals of Person Aggrieved

The fire code official upon complaint of any person having an interest in any building or property adjacent and without any complaint shall have a right at all reasonable hours for the purpose of examination, to enter into and upon all buildings and premises within the city and it shall be his or her duty, monthly or more often, to enter upon and make or cause to be entered and made a thorough examination of all mercantile, manufacturing and public building, together with the premises belonging thereto. Whenever he or she shall find any building or other structure which for want of repair or by reason of age or dilapidated condition, or for any cause is especially liable to fire, and which is so situated as to endanger other buildings or property, or so occupied that fire would endanger persons or property therein, and whenever he or she shall find an improper or dangerous arrangement of stoves, ranges, furnaces or other heating appliances of any kind whatsoever, including chimneys, flues and pipes with which the same may be connected, or a dangerous arrangement of lighting devices or systems, or a dangerous or unlawful storage of explosives, compounds, petroleum, gasoline, kerosene, dangerous chemicals, vegetable products, ashes, combustibles, inflammables and refuse materials, or other conditions which may be dangerous in character or liable to cause or promote fire or create conditions dangerous to the firemen or occupants, he or she shall order the same to be removed or remedied and such order shall be forthwith complied with by the owner or occupant of said building or premises. Provided however, that if said owner or occupant deems himself or herself aggrieved by such order, he or she may within five 5) days appeal to the Mayor who shall investigate the cause of the complaint and unless by his or her authority the order is revoked, such order shall remain in force and be forthwith complied with by said owner or occupant. T the end of each month the fire code official's reports will be sent along with all NIFRS report to the state fire marshal all existing hazardous conditions, together with separate reports on each fire in the city during the month.

ARTICLE 5.200 INTERNATIONAL FIRE CODE

Sec. 5.201 Adopted

The Internation Fire Code, 2021 Edition as published by the International Code Council is hereby adopted for the purpose of providing minimum requirements and standards for the protection of the public's health, safety and welfare. One (1) copy of said code is incorporated herein by reference and shall be kept on file in the office of the building official. Fee are as set forth in the fee appendix of this code.

Sec. 5.202 Amendments

The International Fire Code, 2018 Edition as published by the International Code Council is hereby adopted. One (1) copy of said code is incorporated herein by reference and shall be kept on file in the office of the building official.

*****Section 102.1; change #3 to read as follows:***

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

*****Section 105.3.3; change to read as follows:***

105.3.3 Occupancy Prohibited before Approval. The building or structure shall not be occupied prior to the fire code official issuing a permit when required and conducting associated inspections indicating the applicable provisions of this code have been met.

*****Section 105.6.25; add to read as follows:***

105.6.25 Electronic access control systems. Construction permits are required to install or modify an electronic access control system, as specified in Chapter 10. A separate construction permit is required for to install or modify a fire alarm system that may be connected to the access control system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.

******Section 107.3; delete this section in its entirety:***

*****Section 202; amend and add definitions to read as follows:***

**** [B] AMBULATORY CARE FACILITY.** Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry

- Surgery centers
- Colonic centers
- Psychiatric centers

**** [B] ATRIUM.** An opening connecting three or more stories... *{remaining text unchanged}*

**** [B] DEFEND IN PLACE.** A method of emergency response that engages building components and trained staff to provide occupant safety during an emergency. Emergency response involves remaining in place, relocating within the building, or both, without evacuating the building.

****FIRE WATCH.** A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

****FIREWORKS.** Any composition or device for the purpose of producing a visible or an audible effect for entertainment purposes by combustion, deflagration, or detonation, and/or activated by ignition with a match or other heat producing device that meets the definition of 1.3G fireworks or 1.4G fireworks. ... *{Remainder of text unchanged}*...

****Option B**

HIGH-PILED COMBUSTIBLE STORAGE: add a second paragraph to read as follows:

Any building classified as a group S Occupancy or Speculative Building exceeding 6,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

****Option B**

HIGH-RISE BUILDING. A building with an occupied floor located more than 55 feet (16 764 mm) above the lowest level of fire department vehicle access.

****REPAIR GARAGE.** A building, structure or portion thereof used for servicing or repairing motor vehicles. This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

****SELF-SERVICE STORAGE FACILITY.** Real property designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

****STANDBY PERSONNEL.** Qualified fire service personnel, approved by the Fire Chief. When utilized, the number required shall be as directed by the Fire Chief. Charges for utilization shall be as normally calculated by the jurisdiction.

****UPGRADED OR REPLACED FIRE ALARM SYSTEM.** A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

****Section 307.1.1; change to read as follows:**

307.1.1 Prohibited Open Burning. Open burning that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous shall be prohibited.

Exception: {No change.}

****Section 307.2; change to read as follows:**

307.2 Permit Required. A permit shall be obtained from the *fire code official* in accordance with Section 105.6 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning-a bonfire. Application for such

approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality (TCEQ) guidelines and/or restrictions.
2. State, County, or Local temporary or permanent bans on open burning.
3. Local written policies as established by the *fire code official*.

****Section 307.3; change to read as follows:**

307.3 Extinguishment Authority. The fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

*****Section 307.4 and 307.4.1; change to read as follows:**

307.4 Location. The location for open burning shall not be less than 300 feet (91 440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91 440 mm) of any structure.

Exceptions: {No change.}

307.4.1 Bonfires. A bonfire shall not be conducted within 50 feet (15 240 mm), or greater distance as determined by the fire code official, of a structure or combustible material, unless the fire is contained in a barbecue pit. Conditions that could cause a fire to spread within the required setback of a structure shall be eliminated prior to ignition.

****Section 307.4.3, Exceptions; add Exception #2 to read as follows:**

Exceptions:

1. Portable outdoor fireplaces used at one- and two-family dwellings.
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

****Section 307.4.4 and 307.4.5; change to read as follows:**

307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

307.4.5 Trench Burns. Trench burns shall be conducted in air curtain trenches and in accordance with Section 307.2.

****Section 307.5; change to read as follows:**

307.5 Attendance. *Open burning, trench burns, bonfires, recreational fires, and use of portable outdoor fireplaces shall be constantly attended until the... {Remainder of section unchanged}*

****Section 308.1.4; change to read as follows:**

308.1.4 Open-flame Cooking Devices. ~~Charcoal burners and other~~ Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be ~~operated~~ located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings where LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, and LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2-1/2 pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

****Section 308.1.6.2, Exception #3; change to read as follows:**

3. Torches or flame-producing devices in accordance with Section 308.1.3.

****Section 308.1.6.3; change to read as follows:**

308.1.6.3 Sky Lanterns. A person shall not release or cause to be released an unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

****Section 311.5; change to read as follows:**

311.5 Placards. The fire code official is authorized to require marking of any vacant or abandoned buildings or structures determined to be unsafe pursuant to Section 114 of this code relating to structural or interior hazards, as required by Section 311.5.1 through 311.5.5.

****Section 403.4; change to read as follows:**

403.4 Group E Occupancies. An approved fire safety and evacuation plan in accordance with Section 404 shall be prepared and maintained for Group E occupancies and for buildings containing both a Group E occupancy and an atrium. A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom. Group E occupancies shall also comply with Sections 403.4.1 through 403.4.3.

****Section 404.2.2; add Number 4.10. to read as follows:**

4.10. Fire extinguishing system controls.

*****Section 405.5; change to read as follows:**

405.5 Time. The fire code official may require an evacuation drill at any time. Drills shall be held at unexpected times and under varying conditions to simulate the unusual conditions that occur in case of fire.

Exceptions:

1. {No change.}
2. {No change.}
3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

****Section 501.4; change to read as follows:**

501.4 Timing of Installation. When fire apparatus access roads or a water supply for fire protection is required to be installed for any structure or development, they shall be installed,

tested, and approved prior to the time of which construction has progressed beyond completion of the foundation of any structure.

****Section 503.1.1; add sentence to read as follows:**

Except for one- or two-family dwellings, the path of measurement shall be along a minimum of a 10 feet (3048 mm) wide unobstructed pathway around the external walls of the structure.

****Section 503.2.1; change to read as follows:**

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and *approved* signs are installed and maintained indicating the established vertical clearance when approved.

****Section 503.2.2; change to read as follows:**

503.2.2 Authority. The *fire code official* shall have the authority to require an increase in the minimum access widths and vertical clearances where they are inadequate for fire or rescue operations or where necessary to meet the public safety objectives of the jurisdiction.

*****Section 503.2.3; change Section 503.2.3 to read as follows:**

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 85,000 Lbs. for fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

****Section 503.3; change to read as follows:**

503.3 Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO

PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

*****Section 503.4; change to read as follows:***

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

*****Section 505.1; change to read as follows:***

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained.

Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

*****Section 507.4; change to read as follows:***

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 “Recommended Practice for Fire Flow Testing and Marking of Hydrants” and within one year of sprinkler plan submittal. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official, as required. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the fire code official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design requirements.

****Section 507.5.4; change to read as follows:**

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants.

****Section 509.1.2; add to read as follows:**

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the fire code official. The letters shall be of a color that contrasts with the background.

*****Section 605.4 through 605.4.2.2 ; change to read as follows:**

605.4 Fuel oil storage systems. Fuel oil storage systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the *International Mechanical Code* and Chapter 57.

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 142 or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2 Fuel oil storage inside buildings. Fuel oil storage inside buildings shall comply with Sections 605.4.2.2 through 605.4.2.8 and Chapter 57.

605.4.2.1 Approval. Indoor fuel oil storage tanks shall be in accordance with UL 80, UL 142 or UL 2085.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III *combustible liquid* shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085, and also listed as a double-wall/secondary containment tank for Class II liquids.
2. 1,320 gallons (4996 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in a tank complying with UL 142 or UL 2085. The tank shall be listed as a secondary containment tank, and the secondary containment shall be monitored visually or automatically.
3. 3,000 gallons (11 356 L) in buildings equipped with an *automatic sprinkler* system in accordance with Section 903.3.1.1, where stored in protected above-ground tanks complying with UL 2085 and Section 5704.2.9.7. The tank shall be listed as a secondary containment tank, as required by UL 2085, and the secondary containment shall be monitored visually or automatically.

*****Section 807.5.2.2 and 807.5.2.3 applicable to Group E occupancies; change to read as follows:***

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached.

Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

*****Section 807.5.5.2 and 807.5.5.3 applicable to Group I-4 occupancies; change to read as follows:***

807.5.5.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 shall be limited to 50 percent of the wall area.

807.5.5.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 50 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

*****Section 901.6.1.1; add to read as follows:***

901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.

3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the *fire code official*.
5. Upon successful completion of standpipe test, place a blue tag (as per Texas Administrative Code, Fire Sprinkler Rules for Inspection, Test and Maintenance Service (ITM) Tag) at the bottom of each standpipe riser in the building. The tag shall be check-marked as "Fifth Year" for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. The procedures required by Texas Administrative Code Fire Sprinkler Rules with regard to Yellow Tags and Red Tags or any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (*fire code official*) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by the State Rules mentioned above and NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not be conducted during freezing conditions or during the day prior to expected night time freezing conditions.
9. Contact the *fire code official* for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the *fire code official*.

****Section 901.6.4; add to read as follows:**

901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

****Section 901.7; change to read as follows:**

901.7 Systems Out of Service. Where a required *fire protection system* is out of service or in the event of an excessive number of activations, the fire department and the *fire code official* shall be notified immediately and, where required by the *fire code official*, the building shall either be evacuated or an *approved fire watch* shall be provided for all occupants left unprotected by the

shut down until the *fire protection system* has been returned to service. ... {Remaining text unchanged}

****Section 903.1.1; change to read as follows:**

903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as approved by the *fire code official*.

****Section 903.2; add paragraph to read as follows and delete the Exception for telecommunications buildings:**

Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating “ELEVATOR MACHINERY – NO STORAGE ALLOWED.”

*****Section 903.2.4.2; change to read as follows:**

903.2.4.2 Group F-1 distilled spirits. An automatic sprinkler system shall be provided throughout a Group F-1 fire area used for the manufacture of distilled spirits involving more than 120 gallons of distilled spirits (>16% alcohol) in the fire area at any one time.

*****Section 903.2.9.3; change to read as follows:**

903.2.9.3 Group S-1 distilled spirits or wine. An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the bulk storage of distilled spirits or wine involving more than 120 gallons of distilled spirits or wine (>16% alcohol) in the fire area at any one time.

****Section 903.2.9.4 and 903.2.9.5; delete Exception to 903.2.9.4 and add Section 903.2.9.5 to read as follows:**

903.2.9.5 Self-Service Storage Facility. An automatic sprinkler system shall be installed throughout all self-service storage facilities.

*****Option B**

Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:

903.2.11.3 Buildings 35 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1511 of the *International Building Code*, located 35 feet (10 668 mm) or more above the lowest level of fire department vehicle access, measured to the finished floor.

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 6,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 6,000 sq. ft. or greater and in all existing buildings that are enlarged to be 6,000 sq. ft. or greater. For the purpose of this provision, fire walls shall not define separate buildings.

Exception: Open parking garages in compliance with Section 406.5 of the International Building Code where all of the following conditions apply:

- a. The structure is freestanding
- b. The structure does not contain any mixed uses, accessory uses, storage rooms, electrical rooms, elevators or spaces used or occupied for anything other than motor vehicle parking.
- c. The structure does not exceed 3 stories.
- d. An approved fire apparatus access road is provided around the entire structure.

*****Section 903.3.1.1.1; change to read as follows:***

903.3.1.1.1 Exempt Locations. When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ... *{text unchanged}* ... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated

from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.

- 5- 4. Elevator machine rooms, ~~and~~ machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
- 6- {Delete.}

*****Section 903.3.1.2; change to read as follows:**

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies shall be permitted to be installed throughout in accordance with NFPA 13R where the Group R occupancy meets all of the following conditions:

1. Four stories or less above grade plane.
2. The floor level of the highest story is 35 feet (10668 mm) or less above the lowest level of fire department vehicle access.
3. The floor level of the lowest story is 35 feet (10668 mm) or less below the lowest level of fire department vehicle access.

{No change to remainder of section.}

*****Section 903.3.1.2.2; change to read as follows:**

903.3.1.2.2 Corridors and balconies. Sprinkler protection shall be provided in all corridors and for all balconies. {Delete the rest of this section.}

****Section 903.3.1.2.3; delete section and replace as follows:**

Section 903.3.1.2.3 Attached Garages and Attics. Sprinkler protection is required in attached garages, and in the following attic spaces:

1. Attics that are used or intended for living purposes or storage shall be protected by an automatic sprinkler system.
2. Where fuel-fired equipment is installed in an unsprinklered attic, not fewer than one quick-response intermediate temperature sprinkler shall be installed above the equipment.
3. Attic spaces of buildings that are two or more stories in height above grade plane or above the lowest level of fire department vehicle access.

4. Group R-4, Condition 2 occupancy attics not required by Item 1 or 3 to have sprinklers shall comply with one of the following:

- 4.1. Provide automatic sprinkler system protection.
- 4.2. Provide a heat detection system throughout the attic that is arranged to activate the building fire alarm system.
- 4.3. Construct the attic using noncombustible materials.
- 4.4. Construct the attic using fire-retardant-treated wood complying with Section 2303.2 of the International Building Code.
- 4.5. Fill the attic with noncombustible insulation.

*****Section 903.3.1.3; change to read as follows:***

903.3.1.3 NFPA 13D Sprinkler Systems. *Automatic sprinkler systems* installed in one- and two-family *dwelling*s; Group R-3; Group R-4, Condition 1; and *townhouses* shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

*****Section 903.3.1.4; add to read as follows:***

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

*****Section 903.3.5; add a second paragraph to read as follows:***

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective NFPA standards; however, every water-based fire protection system shall be designed with a 10 psi safety factor. Reference Section 507.4 for additional design requirements.

*****Section 903.4; add a second paragraph after the Exceptions to read as follows:***

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*****Section 903.4.2; add second paragraph to read as follows:***

The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*****Section 905.3.9; add to read as follows:***

905.3.9 Buildings Exceeding 10,000 sq. ft. In buildings exceeding 10,000 square feet in area per story and where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access, Class I automatic wet or manual wet standpipes shall be provided.

Exceptions:

1. Automatic dry, semi-automatic dry, and manual dry standpipes are allowed as provided for in NFPA 14 where approved by the fire code official.
2. R-2 occupancies of four stories or less in height having no interior corridors.

*****Section 905.4; change Items 1, 3, and 5, and add Item 7 to read as follows:***

1. In every required exit stairway, a hose connection shall be provided for each story above and below grade plane. Hose connections shall be located at an intermediate landing between stories, unless otherwise approved by the fire code official.

Exception: {No change.}

2. {No change.}
3. In every exit passageway, at the entrance from the exit passageway to other areas of a building.

Exception: Where floor areas adjacent to an exit passageway are reachable from an exit stairway hose connection by a {remainder of text unchanged}

4. {No change.}
5. Where the roof has a slope less than 4 units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way hose connection located to serve the roof or at the highest landing of an exit stairway with stair access to the roof provided in accordance with Section 1011.12.
6. {No change.}
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

*****Section 905.8; change to read as follows:**

905.8 Dry standpipes. Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low Supervisory alarm.

****Section 905.9; add a second paragraph after the exceptions to read as follows:**

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*****Section 906.1(1); delete Exception 3**

****Section 907.1.4; add to read as follows:**

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke detectors shall have analog initiating devices.

****Section 907.2.1; change to read as follows:**

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons, or where the ~~Group~~ occupant load is more than 100 persons above or below the *lowest level of exit discharge*. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

Exception: {No change.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the *means of egress* with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

****Section 907.2.3; change to read as follows:**

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}

- 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

*****Section 907.2.10; change to read as follows:**

907.2.10 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Exception: {No change.}

****Section 907.2.13, Exception #3; change to read as follows:**

2. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the *International Building Code*; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

****Section 907.4.2.7; add to read as follows:**

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

****Section 907.6.1.1; add to read as follows:**

907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

****Section 907.6.3; delete all four Exceptions.**

****Section 907.6.6; add sentence at end of paragraph to read as follows:**

See 907.6.3 for the required information transmitted to the supervising station.

****Section 910.2; change Exceptions #2 and 3 to read as follows:**

2. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall ~~not~~ be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m \cdot S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

****Section 910.2.3; add to read as follows:**

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

****Section 910.4.3.1; change to read as follows:**

910.4.3.1 Makeup Air. Makeup air openings shall be provided within 6 feet (1829 mm) of the floor level. Operation of makeup air openings shall be automatic. The minimum gross area of makeup air inlets shall be 8 square feet per 1,000 cubic feet per minute (0.74 m² per 0.4719 m³/s) of smoke exhaust.

****Section 912.2.3; add to read as follows:**

912.2.3 Hydrant Distance. An approved fire hydrant shall be located within 50 feet of the fire department connection as the fire hose lays along an unobstructed path.

****Section 913.2.1; add second paragraph and exception to read as follows:**

When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

****Section 914.3.1.2; change to read as follows:**

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than 120 feet (36.6 m) in *building height*, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

*****Section 1006.2.1; change Exception #3 to read as follows:**

1006.2.1 Egress based on occupant load and common path of egress travel distance. Two exits or exit doorways from any space shall be provided where the design occupant load or the common path of egress travel distance exceeds the values listed in Table 1006.2.1. The cumulative occupant load from adjacent rooms, areas or space shall be determined in accordance with Section 1004.2.

Exceptions:

1. {No change.}
2. {No change.}
3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

****Section 1009.8; add Exception #7 to read as follows:**

Exceptions:

1. through 6. {No change.}
7. Buildings regulated under State Law and built in accordance with State registered plans, including variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1009 and Chapter 11.

****Section 1010.2.5; change Exceptions #3 and 4 to read as follows:**

Exceptions:

1. {No change.}
2. {No change.}
3. Where a pair of doors serves an occupant load of less than 50 persons in a Group B, F, M or S occupancy. (remainder unchanged)
4. Where a pair of doors serves a Group A, B, F, M or S occupancy (remainder unchanged)
5. {No change.}

****Section 1020.2; add Exception #6 to read as follows:**

Exceptions:

1. through 5. {No change.}
6. In unsprinklered group B occupancies, corridor walls and ceilings need not be of fire-resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

*****Section 1030.1.1.1; add Exception#4 to read as follows:**

Exceptions:

1. through 3. {No change.}

4. Where alternate means or methods are submitted to and approved by the Building and Fire Officials.

*****Section 1032.2; change to read as follows:***

1032.2 Reliability. Required *exit accesses, exits* and *exit discharges* shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency. An *exit* or *exit passageway* shall not be used for any purpose that interferes with a means of egress.

*****Section 1103.3; add sentence to end of paragraph as follows:***

Provide emergency signage as required by Section 604.4.

*****Section 1103.5.1; add sentence to read as follows:***

Fire sprinkler system installation shall be completed within 24 months from date of notification by the fire code official.

*****Section 1103.5.6; add to read as follows:***

1103.5.6 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with Section 2404.

****Section 1103.7.7; add to read as follows:**

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 20 smoke and/or heat detectors shall have analog initiating devices.

Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

******Section 1203; change and add to read as follows:***

1203.1.1 {No change.}

1203.1.2 {No change.}

1203.1.3 Installation. Emergency power systems and standby power systems shall be installed in accordance with the *International Building Code*, NFPA 70, NFPA 110 and NFPA 111. Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

1203.1.4 {No change.}

1203.1.5 Load Duration. Emergency power systems and standby power systems shall be designed to provide the required power for a minimum duration of 2 hours without being refueled or recharged, unless specified otherwise in this code.

Exception: Where the system is supplied with natural gas from a utility provider and is approved.

1203.1.6 through 1203.1.9 {No changes to these sections.}

1203.1.10 Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

1203.2 Where Required. Emergency and standby power systems shall be provided where required by Sections 1203.2.1 through 1203.2.4 ~~26~~ or elsewhere identified in this code or any other referenced code.

1203.2.1 through 1203.2.3 {No change.}

1203.2.4 Emergency Voice/alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 24 hours, as required in NFPA 72.

Covered and Open Malls, Section 907.2.20 and 914.2

Group A Occupancies, Sections 907.2.1 and 907.5.2.2

Special Amusement Areas, Section 907.2.12 and 914.7

High-rise Buildings, Section 907.2.13 and 914.3

Atriums, Section 907.2.14 and 914.4

Deep Underground Buildings, Section 907.2.19 and 914.5

1203.2.5 through 1203.2.14 {No change.}

1203.2.15 Means of Egress Illumination. Emergency power shall be provided for *means of egress* illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

1203.2.16 Membrane Structures. Emergency power shall be provided for *exit* signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the *International Building Code*. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

1203.2.17 {No change.}

1203.2.18 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, *International Building Code*, Section 402.7

Atriums, *International Building Code*, Section 404.7

Underground Buildings, *International Building Code*, Section 405.8

Group I-3, *International Building Code*, Section 408.4.2

Stages, *International Building Code*, Section 410

Special Amusement Areas (as applicable to Group A's), *International Building Code*, Section 411

Smoke Protected Seating, Section 1030.6.2

1203.2.19 {No change.}

1203.2.20 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.

1203.2.21 Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the following equipment:

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

1203.2.22 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the *International Building Code*, Section 909.20.7.2.

1203.2.23 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the *International Building Code*, Section 909.21.5.

1203.2.24 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the International Building Code, Section 717.5.3, exception 2.3.

1203.2.25 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the International Mechanical Code, Section 504.11, Item 7.

1203.2.26 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

1203.3 through 1203.6 {No change.}

*****Section 2304.1; change to read as follows:***

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

*****Section 2401.2; delete this section in its entirety.***

*****Section 3103.3.1; delete this section in its entirety***

*****Table 3206.2, footnote h; change text to read as follows:***

- h. Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m • s) 1/2 or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

*****Table 3206.2; add footnote j to row titled ‘High Hazard’ and ‘Greater than 300,000’ to read as follows:***

- j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the *International Building Code* shall be used to divide high-piled storage exceeding 500,000 square feet in area.

******Section 3311.1; change to read as follows:***

Section 3311.1 Required access. Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 50 feet (15 240 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign.

*****Section 5601.1.3; change to read as follows:***

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, the storage and handling of fireworks as allowed in Section 5604 and 5608.
2. Delete
- ~~3.~~2. The use of fireworks for approved fireworks displays as allowed in Section 5608.
- 4.—{Delete remainder of text.}

*****Section 5703.6; add sentence to end of paragraph to read as follows:***

An approved method of secondary containment shall be provided for underground tank and piping systems.

****Section 5704.2.11.4; change to read as follows:**

5704.2.11.4 Leak Prevention. Leak prevention for underground tanks shall comply with Sections 5704.2.11.4.1 through 5704.2.11.4.3. An approved method of secondary containment shall be provided for underground tank and piping systems.

****Section 5704.2.11.4.2; change to read as follows:**

5704.2.11.4.2 Leak Detection. Underground storage tank systems shall be provided with an approved method of leak detection from any component of the system that is designed and installed in accordance with NFPA 30 and as specified in Section 5704.2.11.4.3.

****Section 5704.2.11.4.3; add to read as follows:**

5704.2.11.4.3 Observation Wells. Approved sampling tubes of a minimum 4 inches in diameter shall be installed in the backfill material of each underground flammable or combustible liquid storage tank. The tubes shall extend from a point 12 inches below the average grade of the excavation to ground level and shall be provided with suitable surface access caps. Each tank site shall provide a sampling tube at the corners of the excavation with a minimum of 4 tubes. Sampling tubes shall be placed in the product line excavation within 10 feet of the tank excavation and one every 50 feet routed along product lines towards the dispensers, a minimum of two are required.

****Section 5707.4; add paragraph to read as follows:**

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

****Section 6103.2.1.8; add to read as follows:**

6103.2.1.8 Jewelry Repair, Dental Labs and Similar Occupancies. Where natural gas service is not available, portable LP-Gas containers are allowed to be used to supply approved torch assemblies or similar appliances. Such containers shall not exceed 20-pound (9.0 kg) water capacity. Aggregate capacity shall not exceed 60-pound (27.2 kg) water capacity. Each device shall be separated from other containers by a distance of not less than 20 feet.

****Section 6104.2; add Exception 2. to read as follows:**

Exceptions:

1. *{existing text unchanged}*
- 2.
3. Except as permitted in Sections 308 and 6104.3.3, LP-gas containers are not permitted in residential areas.

****Section 6104.3.3; add to read as follows:**

6104.3.3 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers.

Exception: Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.

****Section 6107.4 and 6109.13; change to read as follows:**

6107.4 Protecting Containers from Vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with NEPA-58-Section 312.

6109.13 Protection of Containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by Section 6107.4.

****{Appendix B Fire-Flow Requirements For Buildings amendments}**

****Table B105.2; change footnote a. to read as follows:**

- a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

*****{Appendix D Fire Apparatus Access Roads amendments}**

*****Section D102.1; change to read as follows:**

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road

with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to 85,000 pounds (38 556 kg).

*****Section D103.4; change to read as follows:**

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with [Table D103.4](#).

TABLE D103.4

REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0–150	<u>24</u>	None required
151–500	<u>24</u>	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501–750	26	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

*****Section D103.5; change Item 1 to read as follows:**

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 24 feet (7315.2 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

*****Section D103.6; change to read as follows:**

D103.6 Marking. Striping, signs, or other markings, when approved by the *fire code official*, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 foot intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

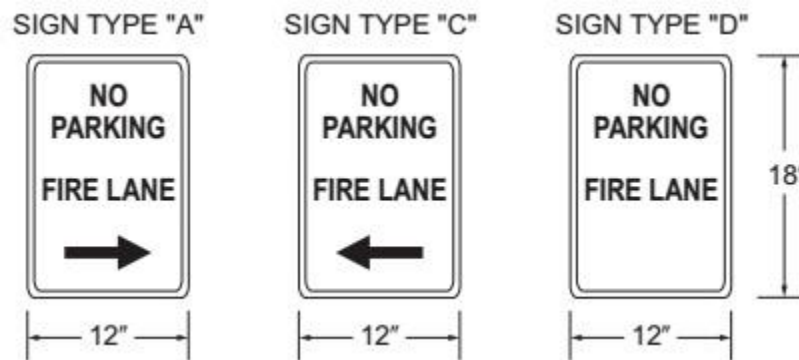


FIGURE D103.6
FIRE LANE SIGNS

***Section D103.6.1 and D103.6.2; delete sections

***Section D104.3; change to read as follows:

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

*****Section D105.3; change to read as follows:**

D105.3 Proximity to building. Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

*****Section D106.3; change to read as follows:**

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

*****{Appendix L Requirements For Fire Fighter Air Replenishment Systems amendments}**

*****Section L101.1; change to read as follows:**

Section L101.1 Scope. Fire fighter air replenishment systems (FARS) shall be provided in accordance with this appendix in new buildings when any of the following conditions occur:

1. Any new building 5 or more stories in height.
2. Any new building with 2 or more floors below grade.
3. Any new building 500,000 square feet or more in size.

Each stairwell shall have a supply riser. SCBA fill panels shall be located on odd numbered floors commencing at the first level in the primary stairwell and on even numbered floors commencing at level 2 in the remaining stairwells. Fill panels in buildings over 500,000 square feet shall be located adjacent to each standpipe connection.

*****Section L104.14; add paragraph to read as follows:**

The external mobile air connection shall be located with approved separation from the Fire Department Connection (FDC) to allow functionality of both devices by first

responders; shall be visible from and within 50 ft. of a fire apparatus access road along an unobstructed path; and shall be located in an approved signed, secured cabinet.

SECTION 2. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 4. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

SECTION 5. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 7th day of October, 2024.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney



CITY COUNCIL COMMUNICATION

DATE: October 7, 2024

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on an Impact Fee Credit Agreement with STG 2WG, LLC and STC DH, LLC for Stephens Towne Crossing, being approximately 119.86 acres of land described as REUBEN BEEBE SURVEY, ABSTRACT NO. 29, within the City of Sanger, generally located on west side of Sanger Circle Addition and West of Montecristo Lane and Bridle Path Lane.

SUMMARY:

- The applicant is requesting Roadway Impact Fee Credits.
- The credits would be for the construction of a future Belz Road/Indian Lane connection that would eventually cross the railroad and connect to the Belz Road West.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Impact Fee Credit Agreement
Future Thoroughfare Map

IMPACT FEE CREDIT AGREEMENT

This **IMPACT FEE CREDIT AGREEMENT** (the “Agreement”) is made and entered into effective as of the Effective Date (as defined below), by and among **THE CITY OF SANGER, TEXAS** (the “City”), a Texas home rule municipal corporation, **STC 2WG, LLC**, a Texas limited liability company (“STC 2WG”), and **STC DH, LLC**, a Texas limited liability company (“STC DH” and together with STC 2WG, the “Owner”) (the City and the Owner a “Party“, and collectively, the “Parties”).

RECITALS

WHEREAS, the Owner is the owner of approximately 119.86 acres in Denton County, Texas, as described by metes and bounds in **Exhibit “A”** (the “Property”) located within the corporate boundaries of the City. A map of the Property showing its location is attached hereto as **Exhibit “B”**; and

WHEREAS, the Owner has all or a portion of the Property under contract with Forestar (USA) Real Estate Group Inc., a Delaware corporation or its affiliates (“Forestar”), and the Parties intend for this Agreement to be assigned to Forestar upon the closing and transfer of the Property to Forestar such that Forestar will be considered “Owner” pursuant to this Agreement;

WHEREAS, the Owner desires to proceed with phased development of the Property for residential purposes consisting of approximately 416 single-family units as described or illustrated on the Development Plan, attached hereto as **Exhibit “C”**, including the construction and dedication of the on-site 80’ public right-of-way and roadway facilities generally located in the south west portion of the Property necessary for serving full development of the Property shown on **Exhibit “D”** (the “Capital Improvements”); and

WHEREAS, the City has adopted a Roadway Impact Fee pursuant to Texas Local Government Code Chapter 395, codified in City Code Chapter 10, Article 10.200, et seq., as amended, under which roadway impact fees are imposed on new development for impacts to the City’s roadway facilities as a result of said development; and

WHEREAS, roadway impact fees are collected and must be spent by the City on impact fee eligible roadway facilities identified within the City’s adopted Roadway Impact Fee Capital Improvements Plan or facilities that are on or qualify for inclusion on the City’s Thoroughfare Plan pursuant to Ordinance No. 08-15-16, as amended (the “Roadway CIP”); and

WHEREAS, the City has determined the maximum roadway impact fees to be assessed against new single family development to be as set forth in Ordinance No. 08-15-16, as amended; and

WHEREAS, the roadway Capital Improvements depicted on **Exhibit “D”** are identified

as impact fee eligible within the City's adopted Roadway CIP and therefore eligible for impact fee credit; and

WHEREAS, Owner has agreed to dedicate the right-of-way and/or construct the roadway Capital Improvements shown on **Exhibit "D"** for which credits against roadway impact fees shall be granted; and

WHEREAS, the Owner has received Preliminary Plat approval for Stephen's Town Crossing, PP-XX-XXX, on MM/DD/YYYY; and

NOW THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and the Owner hereby covenant and agree as follows:

1) Recitals. The recitals contained in this Agreement are true and correct as of the Effective Date, incorporated herein, and form the basis upon which the Parties negotiated and entered into this Agreement.

2) Roadway Capital Improvements. Concurrently with the phased development of the Property and pursuant to the Roadway CIP, Owner will dedicate the rights-of-way for and construct the roadway facilities identified in **Exhibit "D"**. The Owner shall not be required to construct any other roadway facilities which may be identified in any existing or future Roadway CIP or traffic impact analysis.

3) Impact Fee Credits.

(a) The Owner shall be entitled to impact fee credits up to the full amount of the cost to design and construct the Capital Improvements, including costs of the acquisition of the Required Easements (hereinafter defined), professional costs of attorneys', surveyors, and engineers in acquiring the Required Easements, and costs of permitting and inspecting the Capital Improvements. The Parties agree that the estimated value of the impact fee credits for each Capital Improvement, expressed in current dollars, shall be as set forth in **Exhibit "E"**. The final value of the impact fee credits shall be established and applied pursuant to Section 5 below.

(b) Unused impact fee credits shall not be transferable to any other tract or parcel of land and cannot be applied to other fees, converted to cash, or used on other tracts; however, impact fee credits shall be subject to any reimbursements allowed by then existing ordinances after completion of development on the Property as impact fee funds may be available for that purpose.

(c) Upon the exhaustion of the impact fee credits by Owner on the Property, any additional development on the Property (such as the creation of additional lots) shall pay then existing roadway impact fees or receive credits for

construction of additional capital improvements under then existing ordinances.

If the costs of constructing a Capital Improvement in accordance with the current city policies and regulations are greater than the amount of the impact fee collection rate due, the amount of the credit due shall be deemed to be 100% of the assessed impact fees and no impact fee shall be collected thereafter for the development.

(d) The impact fee credit authorized by this Agreement shall expire on September 30 in the tenth (10th) year following the date the Capital Improvement is complete and formally accepted by the City.

4) Phasing. The Parties acknowledge that, where it is anticipated that the project will be developed in phases, the anticipated construction of Capital Improvements by phase shall be as depicted in Exhibit "D", which is attached hereto and incorporated herein by reference.

5) Allocation of Credits by Phase. The general allocation of credits to each phase of the development shall be as shown on Exhibit "F", which is attached hereto and incorporated herein by reference. The Parties agree that the credits identified in this Agreement shall not be deemed to have been created until the Capital Improvement for which impact fee credit is to be granted has been dedicated and accepted (in the case of right-of-way) or constructed and final acceptance by the City has been obtained. The Parties further agree that, prior to the application of an impact fee credit against impact fees otherwise due for any unit of development; the following events shall take place:

(a) The number of credits resulting from such Capital Improvement has been valued; and

(b) Concurrent with final plat approval, an impact fee credit allocation shall be provided by the developer for the phase of development to which the impact fee credit is to be applied, which allocation shall create a credit- pool to be utilized by any lot within the preliminary plat boundary of the development on a first-come, first-served basis as shown on Exhibit "F".

6) Property Acquisition.

(a) In order to construct the Capital Improvements, certain easements or rights of way may be required throughout the course of the construction of the Capital Improvements (collectively referred to herein as the "Required Easements"). The Owner and City will work cooperatively to acquire the Required Easements from necessary landowners.

(b) The Owner will engage, and pay (subject to impact fee credits), such engineers and surveyors as are necessary to determine the exact route and size, and to obtain legal descriptions, necessary for the Required Easements. The location and legal descriptions for the Required Easements shall be as approved by the City.

(c) The Required Easements shall be public easements obtained for the City.

(d) The initial cost of acquiring the Required Easements, subject to impact fee credit, and whether such Required Easements are acquired voluntarily or through condemnation, shall be at the expense of the Owner. In the event the City is required to pay directly to a landowner, then the Owner will reimburse the City within 10 working days after notice thereof. Alternatively, the City may require funds be paid by the Owner into escrow in advance, to be utilized for such payment.

(e) However, if Owner is unable to acquire any one or more rights-of-way or easements for the Capital Improvements, upon request by Owner, the City shall use its power of eminent domain, if necessary, to acquire such rights-of-way or easements as may be necessary for the construction of the Capital Improvements. The reasonable costs and expenses of the City obtaining any rights-of-way and easements required only for the Capital Improvements shall be paid by Owner, subject to impact fee credits as provided herein.

7) Termination. This Agreement may be terminated only upon the written agreement of both Owner and the City.

8) Effective Date. The effective date of this Agreement shall be the date on which this Agreement is executed by Owner and approved by the City Council of the City (the "Effective Date").

9) Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

CITY

City of Sanger
Attn: City Manager
502 Elm Street
P.O. Box 1729
Sanger, Texas 76266

OWNER

STC 2WG, LLC;
STC DH, LLC
Attn: Jon Anderson
4323 Gloster Rd.
Dallas, TX 75220

with copy to:

with a copy to:

Winstead PC
Attn: Ross Martin
2728 N. Harwood Street, Suite 500
Dallas, Texas 75201

10) Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. No assignment by the Owner shall release the Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing. The Owner and any Assignee have the right (from time to time) to assign this Agreement to a non-affiliate, non-related entity, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement to any person or entity (an "Assignee") with City consent, which consent the City shall not unreasonably withhold. The Owner and any Assignee have the right (from time to time) to assign this Agreement to Forestar or to an affiliate or related entity of Owner, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement without City consent, but with notice to the City. The Owner shall maintain written records of all assignments made by the Owner to Assignees, including a copy of each executed assignment and, upon written request from any Party or Assignee, shall provide a copy of such records to the requesting person or entity, and this obligation shall survive the assigning Party's sale, assignment, transfer, or other conveyance of any interest in this Agreement or the Property. In no event may this Agreement be construed to authorize assignment of any impact fee credits attributable to a Capital Improvement to be dedicated or constructed hereunder for use outside the boundaries of the Property.

11) Amendment. This Agreement shall not be modified or amended except as follows:

(a) Any amendment or modification to this Agreement or any Exhibit or schedule hereto shall be in writing and signed by the Parties.

(b) Any revision, amendment, or modification to this Agreement, the Development Plan, or any Exhibit or schedule thereto, shall become effective on the date executed by the Parties or, as applicable, upon the date of approval by the City Council of the City or designated city official.

12) Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days (or any longer time period to the extent expressly stated in this Agreement as relates to a specific failure to perform) after written notice of the alleged failure has been given except as relates to a type of default for which a different time period is expressly set forth in

this Agreement). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured. Notwithstanding the foregoing, however, a Party shall be in default of its obligation to make any payment required under this Agreement if such payment is not made within twenty (20) business days after it is due.

13) Anti-Boycott Verification. Each Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, to the extent Section 2271.002, Texas Government Code does not contravene federal law. As used in the foregoing verification, ‘boycott Israel’ means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Each Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 13 shall survive termination of the Agreement until the statute of limitations has run.

14) Verification under Chapter 2252, Texas Government Code. Each Owner hereby represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable federal law and excludes each Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Each Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 14 shall survive termination of the Agreement until the statute of limitations has run.

15) No Discrimination Against Fossil-Fuel Companies. Each Owner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall have the meaning assigned to the term “boycott energy company” in Section 809.001, Texas Government Code. Each Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the

representations and covenants contained in this Section 15 shall survive termination of the Agreement until the statute of limitations has run.

16) No Discrimination Against Firearm Entities and Firearm Trade Associations. Each Owner hereby verifies that it and its parent companies, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” shall have the meaning assigned to such term in Section 2274.001(3) (as added by SB 19), Texas Government Code. Each Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section 16 shall survive termination of the Agreement until the statute of limitations has run.

15) Exhibits. The exhibits attached to this Agreement are incorporated as part of this Agreement for all purposes as if set forth in full in the body of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date.

[remainder of page left blank intentionally; signature pages follow]

CITY OF SANGER

By: _____
City Manager

IN WITNESS WHEREOF:

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me, the undersigned notary public, on the _____ day of _____, 2024, personally appeared _____, known to me (or proved to me) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same in his capacity as City Manager of the City of Sanger, Texas.

Notary Public, State of Texas

(SEAL)

OWNER

STC 2WG, LLC
a Texas limited liability company

By: Creative Destination Development, LLC,
a Texas limited liability company
Its Manager

By: _____
Jon Anderson, Manager

THE STATE OF TEXAS §
COUNTY OF TITUS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Jon Anderson, Manager of Creative Destination Development, LLC, a Texas limited liability company, Manager of STC 2WG, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

STC DH, LLC
a Texas limited liability company

By: Creative Destination Development, LLC,
a Texas limited liability company
Its Manager

By: _____
Jon Anderson, Manager

THE STATE OF TEXAS §
COUNTY OF TITUS §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Jon Anderson, Manager of Creative Destination Development, LLC, a Texas limited liability company, Manager of STC 2WG, LLC, a Texas limited liability company, on behalf of said company.

Notary Public, State of Texas

EXHIBIT LIST

- “A” Description of the Property
- “B” Map of Property
- “C” Development Plan
- “D” Capital Improvements
- “E” Credits Against Impact Fees
- “F” Allocation of Credits

EXHIBIT A DESCRIPTION OF PROPERTY

Item 21.

LEGAL DESCRIPTION (TRACT 1 – 24.997 ACRES)

BEING a parcel of land located in the City of Sanger, Denton County, Texas, a part of the Reuben Bebee Survey, Abstract Number 29, being all of that called 25.00 acre tract of land described in deed to STC DH, LLC, as recorded in Instrument No. 2021–6530, Official Public Records of Denton County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with yellow cap stamped “JBI” set at the northeast corner of said 25.00 acre tract, said point being in the east line of that called 94.86 acre tract of land described in deed to STC 2WG, LLC as recorded in Instrument No. 2020–189627, Official Public Records of Denton County, Texas, said point also being in the west line of that called 5.19 acre tract of land described in deed to Sanger Circle Homeowners Association as recorded in Instrument No. 2022–125390, Official Public Records of Denton County, Texas, from which said point bears North 26 degrees 22 minutes 48 seconds East, 168.56 feet to a one-half inch iron rod with cap stamped “J.COWAN” found at the easterly most northeast corner of said 94.86 acre tract;

THENCE along the east line of said 25.00 acre tract and the west line of said 5.19 acre tract as follows:

Southwesterly 190.96 feet along a curve to the left having a central angle of 05 degrees 59 minutes 42 seconds, a radius of 1,825.00 feet, a tangent of 95.57 feet, and whose chord bears South 15 degrees 55 minutes 44 seconds West, 190.87 feet to a one-half inch iron rod with yellow cap stamped “JBI” set for corner;

South 12 degrees 56 minutes 39 seconds West, 206.00 feet to a one-half inch iron rod with cap stamped “EAGLE SURVEYING” found for corner;

Southwesterly 166.85 feet along a curve to the right having a central angle of 08 degrees 08 minutes 10 seconds, a radius of 1,175.00 feet, a tangent of 83.57 feet, and whose chord bears South 17 degrees 03 minutes 49 seconds West, 166.71 feet to a one-half inch iron rod with cap stamped “EAGLE SURVEYING” found for corner;

THENCE South 21 degrees 02 minutes 43 seconds West, 782.91 feet to a three-eighths inch iron rod found at the southeast corner of said 25.00 acre tract, said point being in the east line of said 94.86 acre tract;

THENCE along the common lines of said 25.00 acre tract and said 94.86 acre tract as follows:

North 88 degrees 52 minutes 51 seconds West, 629.20 feet to a one-half inch iron rod found at the southwest corner of said 25.00 acre tract;

North 01 degrees 06 minutes 30 seconds East, 1,282.22 feet to a one-half inch iron rod found at the northwest corner of said 25.00 acre tract;

South 88 degrees 53 minutes 45 seconds East, 1,033.06 feet to the POINT OF BEGINNING, and containing 1,088,870 square feet or 24.997 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

PAGE
1 OF 5

DATE
08/28/2024

DRAWN
MWH

PROJECT
FOR005



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-43P
TBPLS No. 100

221

EXHIBIT A DESCRIPTION OF PROPERTY

Item 21.

LEGAL DESCRIPTION (TRACT 2 – 95.136 ACRES)

BEING a parcel of land located in the City of Sanger, Denton County, Texas, a part of the Reuben Bebee Survey, Abstract Number 29, being all of that called 94.86 acre tract of land described in deed to STC 2WG, LLC as recorded in Instrument No. 2020–189627, Official Public Records of Denton County, Texas, and being all of that called 0.3194 acre tract of land described in deed to STC 2WG, LLC as recorded in Instrument No. 2023–1391, Official Public Records of Denton County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped “EAGLE SURVEYING” found at the southeast corner of said 94.86 acre tract, said point being the southwest corner of Sanger Circle, Phase 4, an addition to the City of Sanger as recorded in Instrument No. 2016–74, Official Public Records of Denton County, Texas, said point also being in the north line of that called 125.97 acre tract of land described in deed to Georgian Bay Funding, LLC as recorded in Instrument No. 2022–157980, Official Public Records of Denton County, Texas;

THENCE North 88 degrees 54 minutes 03 seconds West, 1,743.28 feet to a one-half inch iron rod with yellow cap stamped “JBI” set at the southwest corner of said 94.86 acre tract, said point being the northwest corner of said 125.97 acre tract, said point also being in the east right-of-way line of Gulf, Colorado and Sante Fe Railroad (a 100 foot wide railroad right-of-way);

THENCE North 03 degrees 27 minutes 48 seconds West, 2,551.21 feet to a one-half inch iron rod with yellow cap stamped “JBI” set at the northwest corner of said 94.86 acre tract, said point being the southwest corner of that called 25.35 acre tract of land described in deed to the City of Sanger as recorded in Volume 1125, Page 943, Official Public Records of Denton County, Texas, said point also being in the east right-of-way line of said Gulf, Colorado and Sante Fe Railroad;

THENCE South 88 degrees 46 minutes 26 seconds East, 959.51 feet along the north line of said 94.86 acre tract to a one-half inch iron rod with yellow cap stamped “JBI” set for corner, said point being the southeast corner of said 25.35 acre tract, said point also being in the west line of Sanger Circle, Phase 6B, an addition to the City of Sanger as recorded in Instrument No. 2022–196, Official Public Records of Denton County, Texas;

THENCE along the common lines of said 94.86 acre tract, and said Sanger Circle, Phase 6B as follows:

South 00 degrees 35 minutes 30 seconds East, 10.56 feet to a one-half inch iron rod with cap stamped “EAGLE SURVEYING” found for corner;

North 89 degrees 48 minutes 06 seconds East, 184.61 feet to an “X” found for corner;

South 44 degrees 45 minutes 52 seconds West, 21.34 feet to a one-half inch iron rod with cap stamped “STRAND” found for corner;

South 00 degrees 04 minutes 32 seconds East, 104.78 feet to a one-half inch iron rod with cap stamped “EAGLE SURVEYING” found for corner;

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DATE
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DRAWN
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PROJECT
FOR005



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-439
TBPLS No. 100

222

EXHIBIT A
DESCRIPTION OF PROPERTY

Item 21.

LEGAL DESCRIPTION

(TRACT 2 – 95.136 ACRES) CONT.

South 89 degrees 56 minutes 24 seconds East, 455.22 feet to a one-half inch iron rod with cap stamped REAGLE SURVEYING found for corner;

Northeasterly 60.39 feet along a curve to the left, having a central angle of 03 degrees 49 minutes 24 seconds, a radius of 905.00 feet, a tangent of 30.21 feet, and whose chord bears North 87 degrees 53 minutes 52 seconds East, 60.38 feet to a one-half inch iron rod with cap stamped REAGLE SURVEYING found for corner;

North 86 degrees 09 minutes 57 seconds East, 322.04 feet to a 60D nail found for corner;

North 03 degrees 50 minutes 03 seconds West, 105.02 feet to a one-half inch iron rod with yellow cap stamped RJB set for corner;

North 48 degrees 50 minutes 03 seconds West, 21.18 feet to a one-half inch iron rod with cap stamped REAGLE SURVEYING found for corner;

North 86 degrees 09 minutes 57 seconds East, 185.61 feet to a one-half inch iron rod with cap stamped REAGLE SURVEYING found at the northerly most northeast corner of said 94.86 acre tract, said point also being the northwest corner of said Lot 1, Block A, Sanger Circle Amenity Center as recorded in Instrument No. 2022-343, Official Public Records of Denton County, Texas;

THENCE along the common lines of said 94.86 acre tract and said Lot 1, Block A as follows:

South 03 degrees 50 minutes 22 seconds East, 181.41 feet to a one-half inch iron rod with cap stamped R.J. COWAN found for corner;

North 86 degrees 09 minutes 38 seconds East, 318.49 feet to a one-half inch iron rod with cap stamped R.J. COWAN found at the most easterly northeast corner of said 94.86 acre tract, said point being the southeast corner of said Lot 1, Block A, said point also being in the west line of that called 5.19 acre tract described in deed to Sanger Circle Homeowners Association, recorded as Instrument No. 2022-125390, Official Public Records of Denton County, Texas;

THENCE South 26 degrees 22 minutes 48 seconds West, 168.56 feet to a one-half inch iron rod with yellow cap stamped RJB set for corner in the east line of said 94.86 acre tract, said point being the northeast corner of that called 25.00 acre tract described in deed to STC DH, LLC as recorded in Instrument No. 2021-6530, Official Public Records of Denton County, Texas, said point also being in the west line of said 5.19 acre tract;

THENCE along the common lines of said 94.86 acre tract and said 25.00 acre tract as follows:

North 88 degrees 53 minutes 45 seconds West, 1,033.06 feet to a one-half inch iron rod found at the northwest corner of said 25.00 acre tract;

South 01 degrees 06 minutes 30 seconds West, 1,282.22 feet to a one-half inch iron rod found at the southwest corner of said 25.00 acre tract;

South 88 degrees 52 minutes 51 seconds East, 629.20 feet to a three-eighths inch iron rod found at the southeast corner of said 25.00 acre tract;

North 21 degrees 02 minutes 43 seconds East, 744.59 feet to a one-half inch iron rod with yellow cap stamped RJB set at the northwest corner of said 0.3194 acre tract, said point also being in the east line of said 25.00 acre tract;

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DATE
08/28/2024

DRAWN
MWH

PROJECT
FOR005



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-439
TBPLS No. 100

223

EXHIBIT A
DESCRIPTION OF PROPERTY

Item 21.

LEGAL DESCRIPTION

(TRACT 2 – 95.136 ACRES) CONT.

THENCE along the north line of said 0.3194 acre tract as follows:

South 70 degrees 56 minutes 34 seconds East, 63.87 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\mathbb{C}$ set for corner;

Southeasterly 152.45 feet along a curve to the left having a central angle of 09 degrees 00 minutes 17 seconds, a radius of 970.00 feet, a tangent of 76.38 feet, and whose chord bears South 75 degrees 26 minutes 22 seconds East, 152.29 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\mathbb{C}$ set in the west line of Sanger Trails Phase 1, an addition to the City of Sanger as recorded in Cabinet U, Page 77, Official Public Records of Denton County, Texas,

THENCE South 10 degrees 06 minutes 31 seconds West, 60.00 feet along the west line of Sanger Trails Phase 1 to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\mathbb{C}$ set in the east line of said 94.86 acre tract;

THENCE Southeasterly, 16.75 feet along a curve to the left having a central angle of 00 degrees 55 minutes 55 seconds, a radius of 1,030.00 feet, a tangent of 8.38 feet, and whose chord bears South 80 degrees 24 minutes 17 seconds East, 16.75 feet to a one-half inch iron rod with cap stamped $\mathbb{R}KAZ\mathbb{C}$ found in the east line of said 94.86 acre tract, said point being in the west line of Sanger Trails Phase 1;

THENCE South 09 degrees 33 minutes 55 seconds West, 120.48 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\mathbb{C}$ set at the southwest corner of said Sanger Trails Phase 1, said point being in the north line of said Sanger Circle, Phase 4;

THENCE along the common lines of said 94.86 acre tract, and said Sanger Circle, Phase 4 as follows:

North 88 degrees 35 minutes 12 seconds West, 121.84 feet to a one-half inch iron rod found for corner;

South 46 degrees 24 minutes 48 seconds West, 85.27 feet to a one-half inch iron rod with cap stamped $\mathbb{R}KAZ\mathbb{C}$ found for corner;

South 01 degrees 24 minutes 48 seconds West, 229.07 feet to a one-half inch iron rod with cap stamped $\mathbb{R}KAZ\mathbb{C}$ found for corner;

Southwesterly 112.92 feet along a curve to the right having a central angle of 27 degrees 31 minutes 55 seconds, a radius of 235.00 feet, a tangent of 57.57 feet, and whose chord bears South 15 degrees 10 minutes 48 seconds West, 111.84 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\mathbb{C}$ set for corner;

South 28 degrees 56 minutes 48 seconds West, 178.94 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\mathbb{C}$ set for corner;

Southwesterly 39.99 feet along a curve to the left having a central angle of 01 degrees 48 minutes 41 seconds, a radius of 1,265.00 feet, a tangent of 20.00 feet, and whose chord bears South 28 degrees 02 minutes 27 seconds west, 39.99 feet to a one-half inch iron rod found for corner;

North 64 degrees 24 minutes 34 seconds West, 42.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;

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DATE
08/28/2024

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PROJECT
FOR005



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 100

224

EXHIBIT A
DESCRIPTION OF PROPERTY

Item 21.

LEGAL DESCRIPTION

(TRACT 2 – 95.136 ACRES) CONT.

South 25 degrees 35 minutes 26 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\odot$ set for corner;

South 64 degrees 24 minutes 34 seconds East, 42.08 feet to a one-half inch iron rod with cap stamped $\mathbb{R}RPLS\ 5190\odot$ found for corner;

Southwesterly 465.33 feet along a curve to the left having a central angle of 21 degrees 04 minutes 35 seconds, a radius of 1,265.00 feet, a tangent of 235.32 feet, and whose chord bears South 14 degrees 19 minutes 57 seconds West, 462.71 feet to a one-half inch iron rod with cap stamped $\mathbb{R}RPLS\ 5190\odot$ found for corner;

Southwesterly 110.26 feet along a curve to the right having a central angle of 13 degrees 09 minutes 41 seconds, a radius of 480.00 feet, a tangent of 55.37 feet, and whose chord bears South 10 degrees 22 minutes 30 seconds west, 110.02 feet to a one-half inch iron rod with cap stamped $\mathbb{R}RPLS\ 5190\odot$ found for corner;

North 73 degrees 02 minutes 06 seconds West, 21.62 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\odot$ set for corner;

South 16 degrees 57 minutes 54 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped $\mathbb{R}JBI\odot$ set for corner;

South 73 degrees 02 minutes 06 seconds East, 6.05 feet to a one-half inch iron rod with cap stamped $\mathbb{R}EAGLE\ SURVEYING\odot$ found for corner;

South 02 degrees 18 minutes 06 seconds West, 224.91 feet to the POINT OF BEGINNING, and containing 4,144,131 square feet or 95.136 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

PAGE
5 OF 5

DATE
08/28/2024

DRAWN
MWH

PROJECT
FOR005

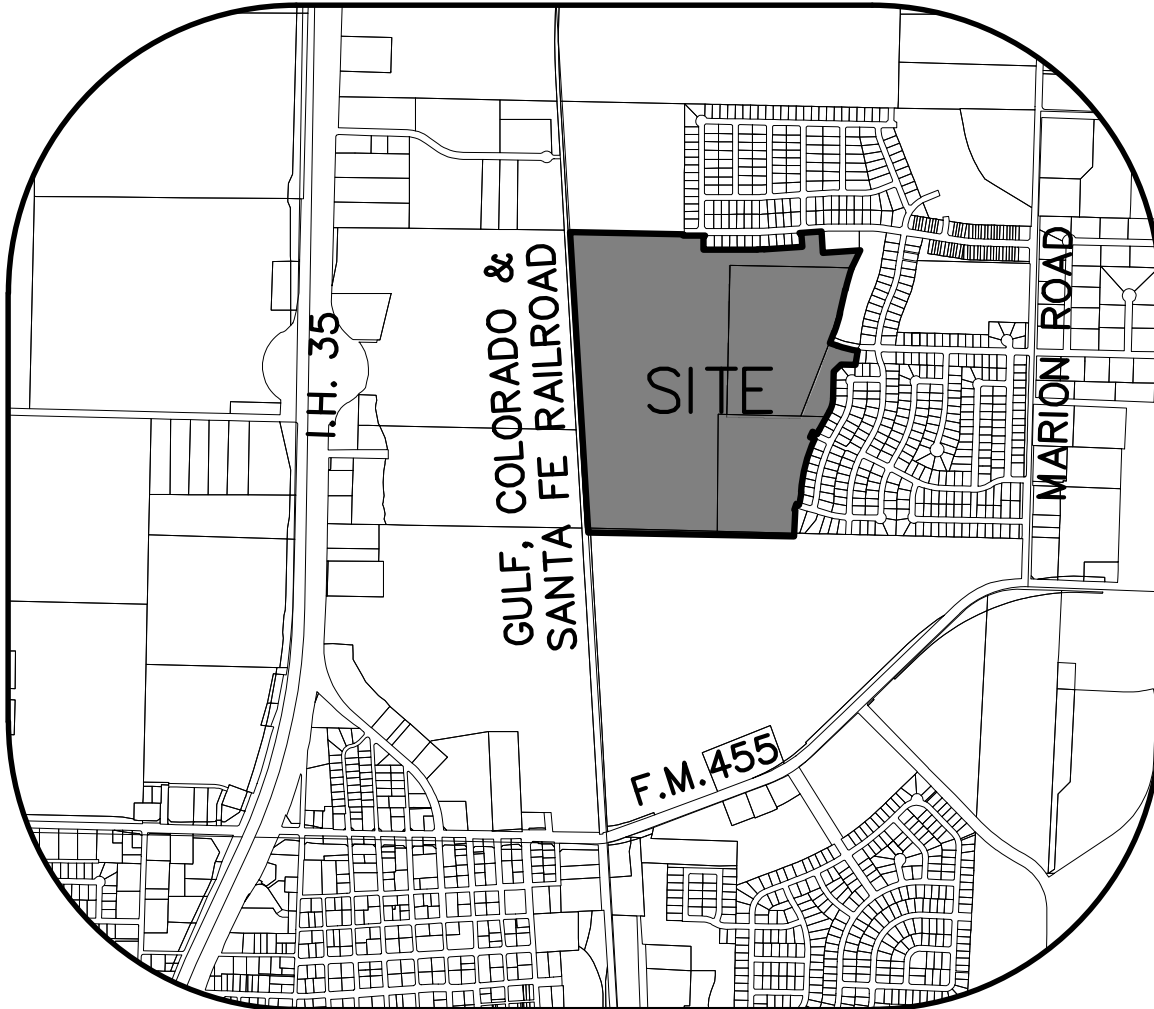


2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 100

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EXHIBIT B MAP OF PROPERTY

Item 21.



SCALE
N.T.S.

DATE
08/28/2024

DRAWN
CAW

PROJECT
FOR005



2121 Midway Road
Suite 300
Carrollton, Texas 75006
972.248.7676
TBPE No. F-438
TBPLS No. 1007

226



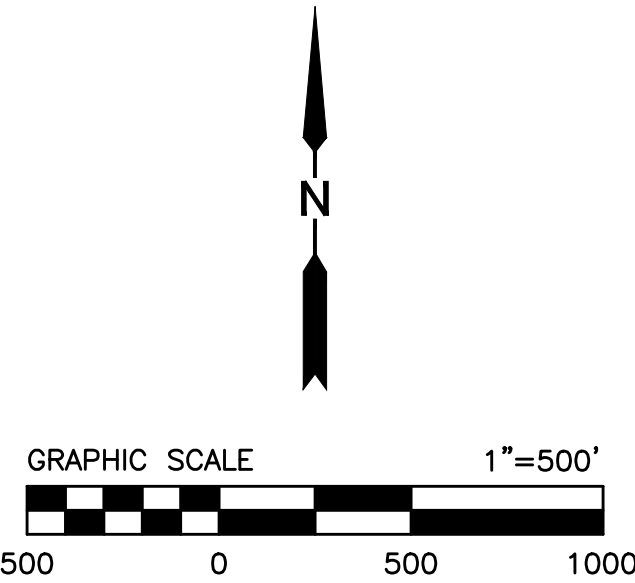
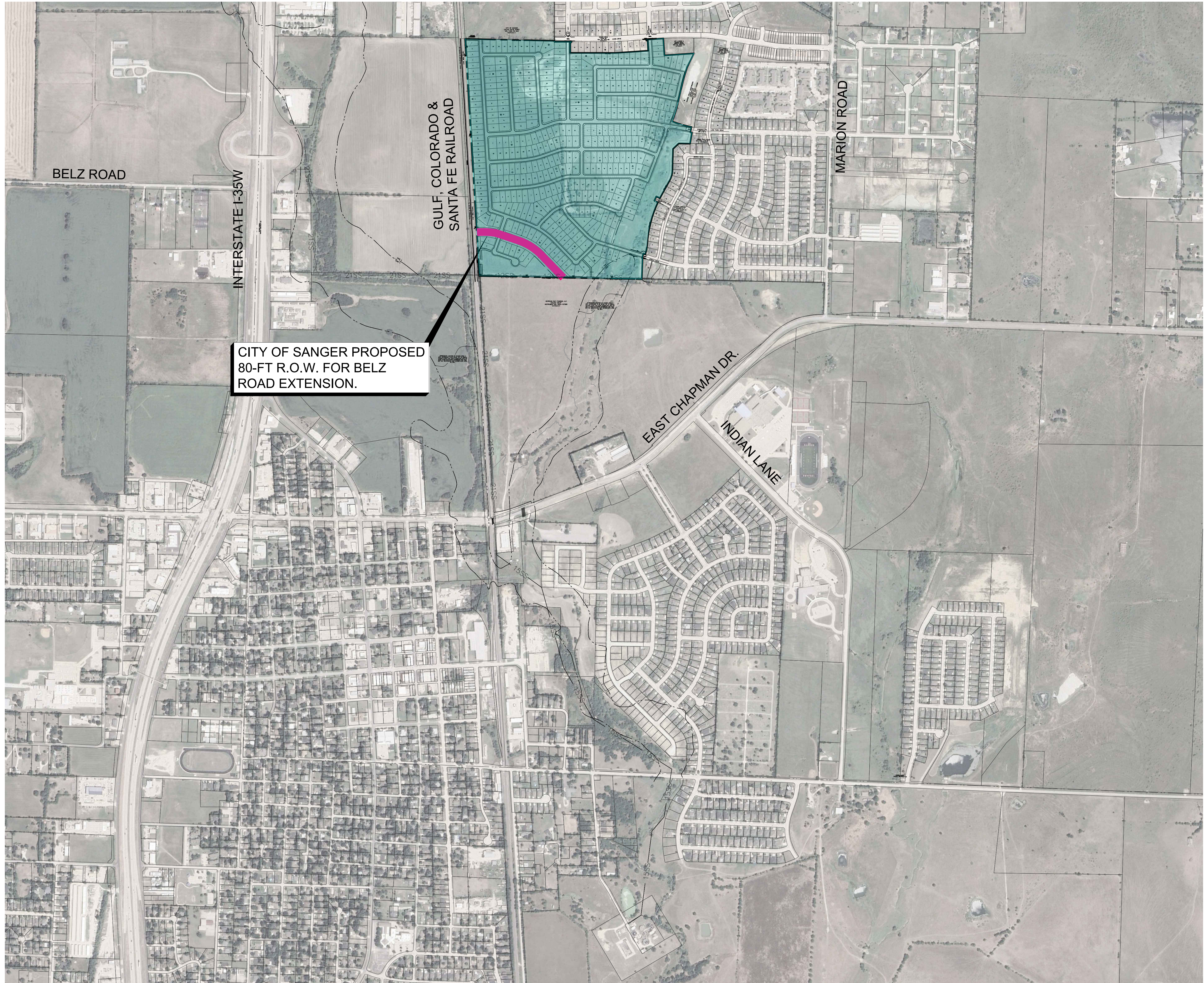
DATA SOURCES	
BOUNDARY:	
ON-THE-GROUND SURVEY (Digital)	
IMAGE OF SURVEY	
WEB BASED/PUBLIC INFORMATION	
ENCUMBRANCES:	
TITLE REPORT/SCHEDULE B	
WEB BASED/PUBLIC INFORMATION	
TOPOGRAPHY:	
ON-THE-GROUND SURVEY	
VARICAS AERIAL TOPOGRAPHY	
OTHER SOURCE (USGS, NCTCOG)	
100 YEAR FLOOD PLAIN:	
FLOOD STUDY	
FEIMA MAPS	
WEB BASED/PUBLIC INFORMATION	
JURISDICTIONAL WATERS:	
ON-THE-GROUND ANALYSIS	
WEB BASED/PUBLIC INFORMATION	

NEIGHBORHOOD DATA

LOT SIZE
(TYPICAL) LOTS
60' x 120' 427



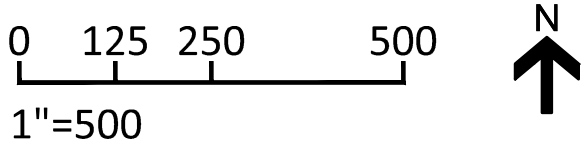
STEPHENS TOWN CROSSING



 STEPHENS TOWN CROSSING ADDITION

CREDIT ELIGIBLE ITEMS

 RIGHT-OF-WAY CONSTRUCTION & DEDICATION
(BELZ ROAD EXTENSION 80-FT R.O.W.)



STEPHENS TOWN CROSSING

EXHIBIT D

CREDIT ELIGIBLE IMPROVEMENTS
City of Sanger, Texas
August 28, 2024

EXHIBIT E

PRELIMINARY DEVELOPMENT COST ESTIMATE
PREPARED BY JBI PARTNERS, INC.
STEPHENS TOWN CROSSING
SANGER, TEXAS
JBI PROJECT NO. FOR005
DATE: August 28, 2024

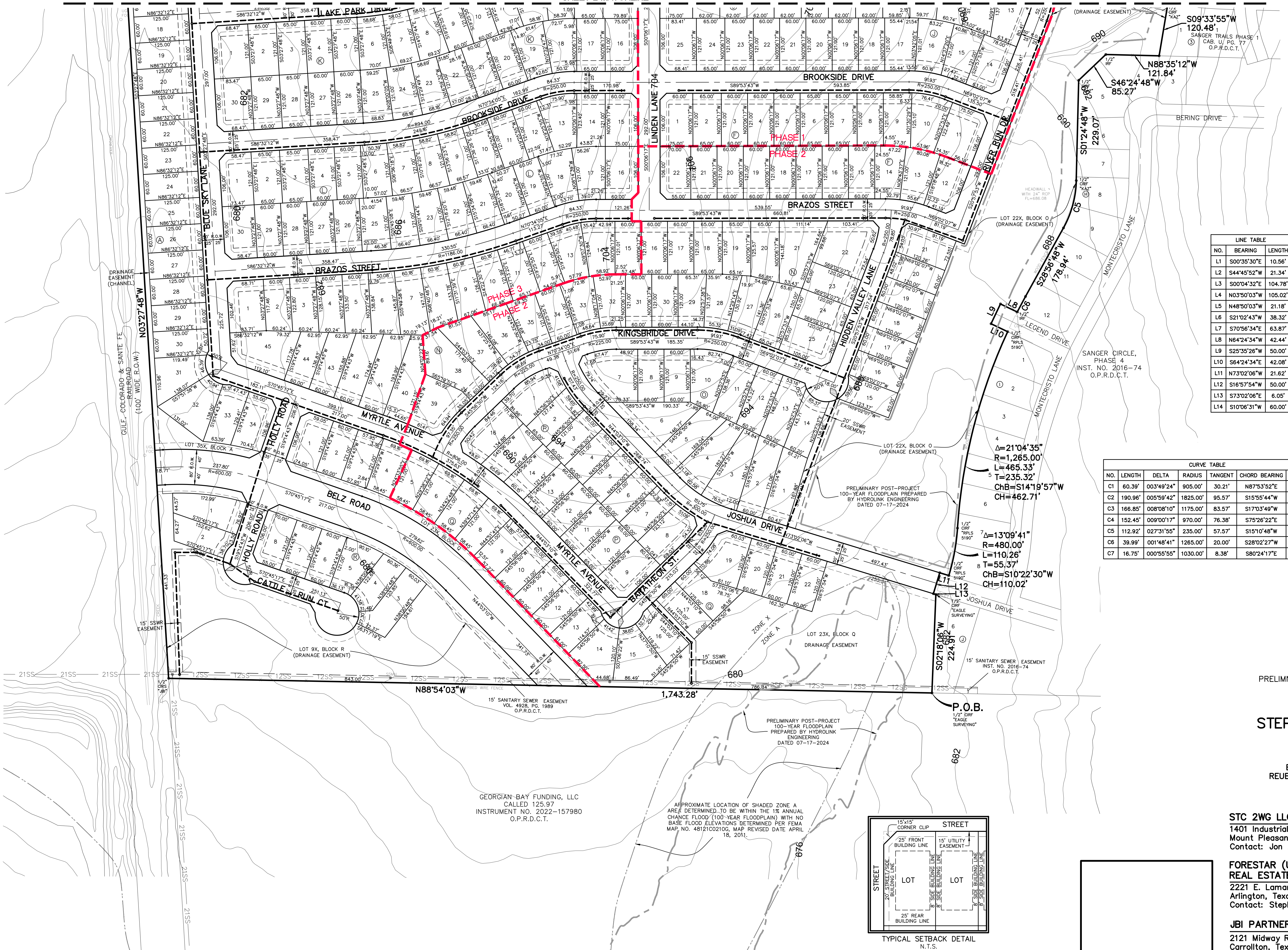


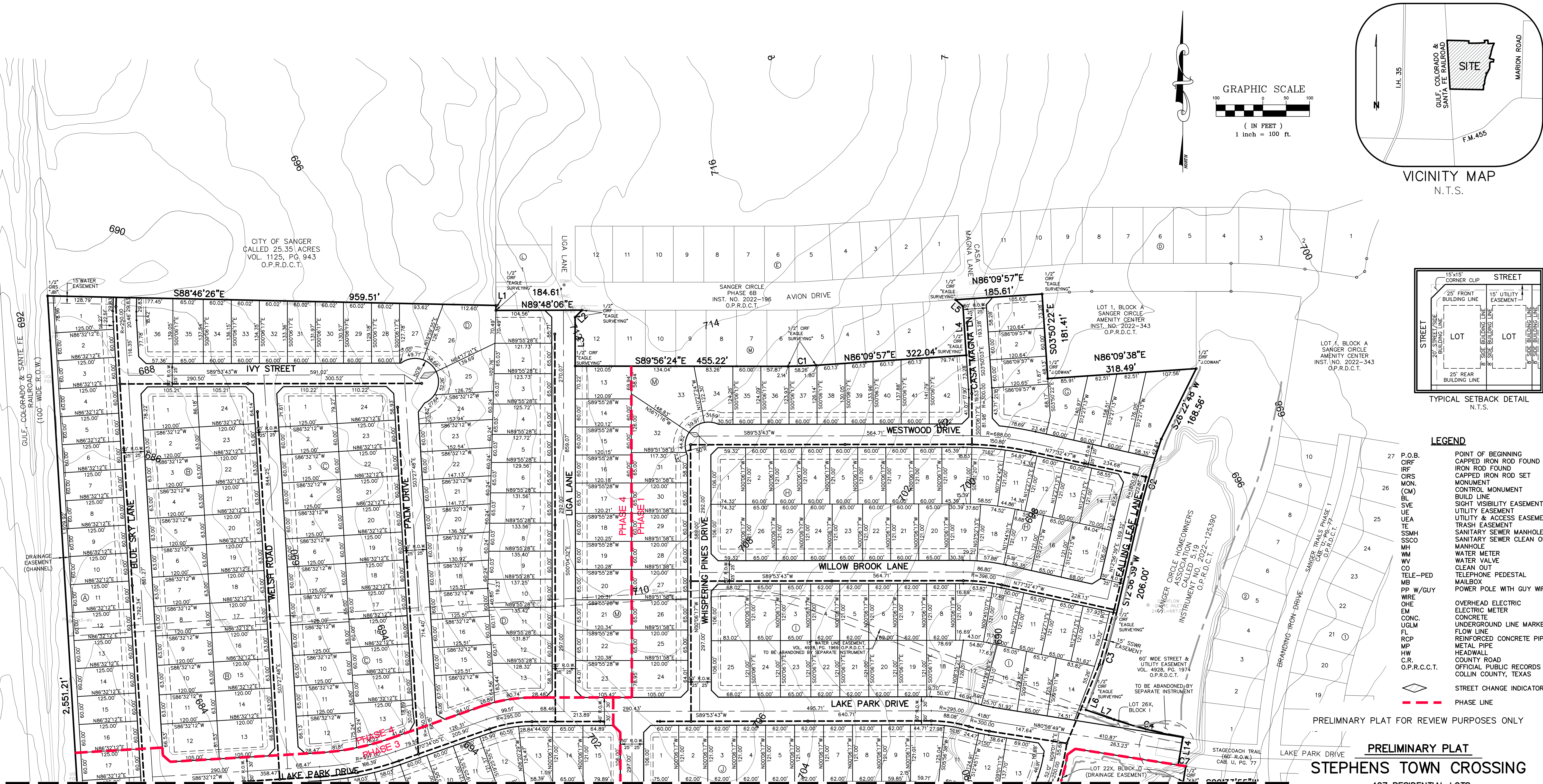
Phase 1
NUMBER OF LOTS (60' x 120') 427

I. ONSITE ROADWAY IMPROVEMENTS - BELZ ROAD

ITEM	DESCRIPTION	COST
A.	BELZ ROAD - 80-FT R.O.W. COST	\$808,223
B.	APPLIED CITY OF SANGER ROADWAY IMPACT FEE (\$1500/LOT)	\$640,500
TOTAL DEVELOPER COST REMAINING AFTER CREDITS		\$167,723

SHEET 2 MATCHLINE





SHEET 1 MATCHLINE

CURVE TABLE					
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING
C1	60.39'	003°49'24"	905.00'	30.21'	N87°53'52"E
C2	190.96'	005°59'42"	1825.00'	95.57'	S15°55'44"W
C3	166.85'	008°08'10"	1175.00'	83.57'	S17°03'49"W
C4	152.45'	009°00'17"	970.00'	76.38'	S75°26'22"E
C5	112.92'	027°31'55"	235.00'	57.57'	S15°10'48"W
C6	39.99'	001°48'41"	1265.00'	20.00'	S28°02'27"W
C7	16.75'	000°55'55"	1030.00'	8.38'	S80°24'17"E

LINE TABLE		
NO.	BEARING	LENGTH
L1	S00°35'30"E	10.56'
L2	S44°45'52"W	21.34'
L3	S00°04'32"E	104.78'
L4	N03°50'03"W	105.02'
L5	N48°50'03"W	21.18'
L6	S21°02'43"W	38.32'
L7	S70°56'34"E	63.87'
L8	N64°24'34"W	42.44'
L9	S25°35'26"W	50.00'
L10	S64°24'34"E	42.08'
L11	N73°02'06"W	21.62'
L12	S16°57'54"W	50.00'
L13	S73°02'06"E	6.05'
L14	S10°06'31"W	60.00'

PRELIMINARY PLAT
STEPHENS TOWN CROSSING
427 RESIDENTIAL LOTS
5 COMMON AREA/HOA LOTS

BEING 120.133 ACRES OUT OF THE
REUBEN BEBEE SURVEY, ABSTRACT NO. 29

CITY OF SANGER,
DENTON COUNTY, TEXAS

STC 2WG LLC/STC DH LLC **OWNER**
1401 Industrial Road
Mount Pleasant, Tx 75455
(903) 563-2122
Contact: Jon Anderson

FORESTAR (USA)
REAL ESTATE GROUP, INC. **OWNER/DEVELOPER**
2221 E. Lamar Blvd. Suite 790
Arlington, Texas 76006
(817) 769-1860
Contact: Stephen Brim

JB PARTNERS, INC. **SURVEYOR/ENGINEER**
2121 Midway Road, Suite 300
Carrollton, Texas 75006
(972) 248-7676
Contact: Chris Wall, P.E.
TBP No. F-438 TBP No. 10076000

Date: AUGUST 19, 2024

Sheet 2 of 4

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES
A-1	9,300	0.214	B-14	7,560	0.174	D-14	10,067	0.231	G-4	11,114	0.255	I-17	8,541	0.196	K-14	7,865	0.181	M-14	7,206	0.165	N-32	8,669	0.199	P-1	10,247	0.235
A-2	7,500	0.172	B-15	7,560	0.174	D-15	7,531	0.173	G-5	8,868	0.204	I-18	8,467	0.194	K-15	9,555	0.219	M-15	7,208	0.165	N-33	12,206	0.280	P-2	7,992	0.183
A-3	7,500	0.172	B-16	7,560	0.174	D-16	7,531	0.173	G-6	8,984	0.206	I-19	7,502	0.172	K-16	8,962	0.206	M-16	7,210	0.166	N-34	14,400	0.331	P-3	7,260	0.167
A-4	7,500	0.172	B-17	7,560	0.174	D-17	7,531	0.173	G-7	10,037	0.230	I-20	7,502	0.172	K-17	7,865	0.181	M-17	7,813	0.179	N-35	7,800	0.179	P-4	7,260	0.167
A-5	7,500	0.172	B-18	7,560	0.174	D-18	7,693	0.177	G-8	14,590	0.335	I-21	7,502	0.172	K-18	8,122	0.186	M-18	7,214	0.166	N-36	7,800	0.179	P-5	7,260	0.167
A-6	7,500	0.172	B-19	7,560	0.174	D-19	8,017	0.184	H-1	8,880	0.204	I-22	7,502	0.172	K-19	8,088	0.186	M-19	7,216	0.166	N-37	10,088	0.232	P-6	7,260	0.167
A-7	7,500	0.172	B-20	7,560	0.174	D-20	8,341	0.191	H-2	7,260	0.167	I-23	7,865	0.181	K-20	7,260	0.167	M-20	7,819	0.179	N-38	9,475	0.218	P-7	7,286	0.165
A-8	7,500	0.172	B-21	7,560	0.174	D-21	8,666	0.199	H-3	7,260	0.167	I-24	7,865	0.181	K-21	7,260	0.167	M-21	7,821	0.180	N-39	9,046	0.208	P-8	9,419	0.216
A-9	7,500	0.172	B-22	7,560	0.174	D-22	8,990	0.206	H-4	7,260	0.167	I-25	9,932	0.228	K-22	7,575	0.174	M-22	7,823	0.180	N-40	8,533	0.196	P-9	9,572	0.220
A-10	7,500	0.172	B-23	7,560	0.174	D-23	9,314	0.214	H-5	7,260	0.167	I-26X	5,856	0.134	K-23	7,676	0.176	M-23	9,396	0.216	N-41	7,512	0.172	P-10	7,865	0.181
A-11	7,500	0.172	B-24	9,807	0.225	D-24	9,055	0.208	H-6	7,260	0.167	J-1	8,963	0.206	K-24	7,676	0.176	M-24	9,365	0.215	N-42	7,260	0.167	P-11	7,260	0.167
A-12	7,500	0.172	C-1	10,255	0.235	D-25	9,282	0.213	H-7	7,260	0.167	J-2	7,502	0.172	K-25	7,749	0.178	M-25	7,800	0.179	N-43	7,260	0.167	P-12	7,260	0.167
A-13	7,500	0.172	C-2	7,500	0.172	D-26	15,292	0.351	H-8	7,260	0.167	J-3	7,502	0.172	K-26	7,260	0.167	M-26	7,800	0.179	N-44	7,935	0.182	P-13	7,264	0.167
A-14	7,500	0.172	C-3	7,500	0.172	D-27	8,622	0.198	H-9	7,562	0.174	J-4	7,502	0.172	K-27	7,260	0.167	M-27	7,800	0.179	N-45	8,166	0.187	P-14	7,385	0.170
A-15	7,500	0.172	C-4	7,500	0.172	D-28	7,709	0.177	H-10	7,876	0.181	J-5	7,502	0.172	K-28	7,865	0.181	M-28	7,200	0.165	N-46	7,260	0.167	P-15	8,434	0.194
A-16	7,500	0.172	C-5	7,500	0.172	D-29	7,793	0.179	H-11	7,774	0.178	J-6	7,502	0.172	K-29	7,865	0.181	M-29	7,200	0.165	N-47	7,703	0.177	P-16	9,938	0.228
A-17	7,500	0.172	C-6	7,500	0.172	D-30	7,876	0.181	H-12	7,260	0.167	J-7	7,502	0.172	K-30	9,988	0.229	M-30	7,800	0.179	N-48	8,952	0.206	Q-1	8,848	0.203
A-18	7,500	0.172	C-7	7,500	0.172	D-31	7,960	0.183	H-13	7,260	0.167	J-8	7,502	0.172	L-1	8,778	0.202	M-31	7,790	0.179	N-49	10,367	0.238	Q-2	7,260	0.167
A-19	7,500	0.172	C-8	8,125	0.187	D-32	8,043	0.185	H-14	8,502	0.195	J-9	7,502	0.172	L-2	7,865	0.181	M-32	10,152	0.233	N-50	12,446	0.286	Q-3	7,387	0.170
A-20	7,500	0.172	C-9	8,125	0.187	D-33	8,127	0.187	H-15	9,993	0.229	J-10	8,118	0.186	L-3	7,865	0.181	M-33	15,218	0.349	N-51	11,272	0.259	Q-4	7,720	0.177
A-21	7,500	0.172	C-10	8,125	0.187	D-34	8,211	0.188	H-16	7,865	0.181	J-11	8,507	0.195	L-4	7,260	0.167	M-34	8,826	0.203	N-52	10,588	0.243	Q-5	7,720	0.177
A-22	7,500	0.172	C-11	8,125	0.187	D-35	8,989	0.206	H-17	7,415	0.170	J-12	8,416	0.193	L-5	7,260	0.167	M-35	7,450	0.171	N-53	11,068	0.254	Q-6	7,720	0.177
A-23	7,500	0.172	C-12	9,869	0.227	D-36	10,528	0.242	H-18	8,010	0.184	J-13	11,039	0.253	L-6	7,709	0.177	M-36	7,440	0.171	N-54	9,925	0.228	Q-7	7,720	0.177
A-24	7,500	0.172	C-13	10,148	0.233	F-1	8,963	0.206	H-19	7,719	0.177	J-14	9,325	0.214	L-7	7,586	0.174	M-37	7,482	0.172	N-55	8,781	0.202	Q-8	7,720	0.177
A-25	7,500	0.172	C-14	7,500	0.172	F-2	7,865	0.181	H-20	7,865	0.181	J-15	8,066	0.185	L-8	7,586	0.174	M-38	7,686	0.176	N-56	7,638	0.175	Q-9	8,583	0.197
A-26	7,500	0.172	C-15	7,500	0.172	F-3	7,260	0.167	H-21	7,260	0.167	J-16	8,675	0.199	L-9	7,586	0.174	M-39	7,921	0.182	N-57	13,096	0.301	Q-10	7,260	0.167
A-27	7,500	0.172	C-16	7,500	0.172	F-4	7,260	0.167	H-22	7,260	0.167	J-17	8,828	0.203	L-10	7,487	0.172	M-40	8,155	0.187	O-1	13,291	0.305	Q-11	7,260	0.167
A-28	7,500	0.172	C-17	7,500	0.172	F-5	7,260	0.167	H-23	7,865	0.181	J-18	7,260	0.167	L-11	7,260	0.167	M-41	8,390	0.193	O-2	7,260	0.167	Q-12	7,260	0.167
A-29	7,500	0.172	C-18	7,500	0.172	F-6	7,865	0.181	H-24	7,260	0.167	J-19	7,260	0.167	L-12	7,282	0.167	M-42	11,942	0.274	O-3	7,260	0.167	Q-13	7,311	0.168
A-30	7,472	0.172	C-19	7,500	0.172	F-7	7,865	0.181	H-25	7,260	0.167	J-20	7,260	0.167	L-13	9,107	0.209	N-13	9,720	0.223	O-4	10,536	0.242	Q-14	9,939	0.228
A-31	9,233	0.212	C-20	7,500	0.172	F-8	7,260	0.167	H-26	7,865	0.181	J-21	7,260	0.167	L-14	7,900	0.181	N-14	7,208	0.165	O-5	11,510	0.264	Q-15	10,654	0.245
A-32	11,007	0.253	C-21	7,500	0.172	F-9	7,760	0.178	H-27	8,880	0.204	J-22	7,260	0.167	L-15	8,962	0.206	N-15	7,529	0.173	O-10	10,275	0.236	Q-16	7,827	0.180
A-33	8,358	0.192	C-22	7,500	0.172	F-10	9,390	0.216	I-1	9,932	0.228	J-23	7,865	0.181	L-16	8,962	0.206	N-16	7,849	0.180	O-11	8,447	0.194	Q-17	7,500	0.172
A-34	8,640	0.198	C-23	7,500	0.172	F-11	10,855	0.249	I-2	7,865	0.181	J-24	7,865	0.181	L-17	8,340	0.191	N-17	8,170	0.188	O-12	8,739	0.201	Q-18	8,814	0.202
A-35X	32,280	0.741	C-24	9,338	0.214	F-12	8,566	0.197	I-3	7,865	0.181	J-25	9,980	0.229	L-18	8,290	0.190	N-18	8,921	0.205	O-13	8,996	0.207	Q-19	10,528	0.242
B-1	10,652	0.245	D-1	8,403	0.193	F-13	8,209	0.188	I-4	7,502	0.172	K-1	9,988	0.229	L-19	7,260	0.167	N-19	9,561	0.219	O-14	8,044	0.185	Q-20	7,200	0.165
B-2	7,560	0.174	D-2	7,977	0.183	F-14	7,811	0.179	I-5	7,502	0.172	K-2	7,865	0.181	L-20	7,415	0.170	N-20	8,866	0.204	O-15	6,966	0.160	Q-21	7,200	0.165
B-3	7,560	0.174	D-3	8,107	0.186	F-15	7,260	0.167	I-6	7,502	0.172	K-3	7,865	0.181	L-21	7,615	0.175	N-21	8,224	0.189	O-16	7,200	0.165	Q-22	7,200	0.165
B-4	7,560	0.174	D-4	8,237	0.189	F-16	7,260	0.167	I-7	7,502	0.172	K-4	7,260	0.167	L-22	7,615	0.175	N-22	7,833	0.180	O-17	7,200	0.165	Q-23X	150,136	3.447
B-5	7,560	0.174	D-5	7,719	0.177	F-17	7,260	0.167	I-8	7,502	0.172	K-5	7,260	0.167	L-23	7,615	0.175	N-23	7,610	0.175	O-18	7,200	0.165	R-1	10,454	0.240
B-6	7,560	0.174	D-6	8,487	0.195	F-18	7,260	0.167	I-9	8,483	0.195	K-6	7,786	0.179	L-24	7,615	0.175	N-24	7,260	0.167	O-19	7,200	0.165	R-2	8,197	0.188
B-7	7,560	0.174	D-7	8,616	0.198	F-19	7,260	0.167	I-10	7,822	0.180	K-7	7,700	0.177	L-25	7,739	0.178	N-25	8,474	0.195	O-20	7,201	0.165	R-3	10,294	0.236
B-8	7,560	0.174	D-8	8,069	0.185	F-20	7,260	0.167	I-11	7,865	0.181	K-8	7,700	0.177	L-26	7,260	0.167	N-26	8,428	0.193	O-21	8,889	0.204	R-4	7,895</	

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAT
STEPHENS TOWN CROSSING

427 RESIDENTIAL LOTS
5 COMMON AREA/HOA LOTS

BEING 120.133 ACRES OUT OF THE
REUBEN BEBEE SURVEY, ABSTRACT NO. 29

CITY OF SANGER,
DENTON COUNTY, TEXAS

STC 2WG LLC/STC DH LLC **OWNER**
1401 Industrial Road
Mount Pleasant, Tx 75455 (903) 563-2122
Contact: Jon Anderson

FORESTAR (USA)
REAL ESTATE GROUP, INC. **OWNER/DEVELOPER**
2221 E. Lamar Blvd. Suite 790
Arlington, Texas 76006 (817) 769-1860
Contact: Stephen Brim

JB PARTNERS, INC. **SURVEYOR/ENGINEER**
2121 Midway Road, Suite 300
Carrollton, Texas 75006 (972) 248-7676
Contact: Chris Wall, P.E.
TSP No. F-438 TSP No. 10076000

LEGAL DESCRIPTION

BEING a parcel of land located in the City of Sanger, Denton County, Texas, a part of the Reuben Bebee Survey, Abstract Number 29, being all of that called 120.133 acre tract of land described in deed to FORESTAR GROUP, INC, as recorded in Instrument No. _____ Official Public Records of Denton County, Texas, and being further described as follows:

BEGINNING at a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found at the southeast corner of said 120.133 acre tract, said point being the southwest corner of Sanger Circle, Phase 4, an addition to the City of Sanger as recorded in Instrument No. 2016-74, Official Public Records of Denton County, Texas, said point also being in the north line of that called 125.97 acre tract of land described in deed to Georgian Bay Funding, LLC as recorded in Instrument No. 2022-157980, Official Public Records of Denton County, Texas;

THENCE North 88 degrees 54 minutes 03 seconds West, 1,743.28 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the southwest corner of said 119.86 acre tract, said point being the northwest corner of said 125.97 acre tract, said point also being in the east right-of-way line of Gulf, Colorado and Sante Fe Railroad (a 100 foot wide railroad right-of-way);

THENCE North 03 degrees 27 minutes 48 seconds West, 2,551.21 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the northwest corner of said 120.133 acre tract, said point being the southwest corner of that called 25.35 acre tract of land described in deed to the City of Sanger as recorded in Volume 1125, Page 943, Official Public Records of Denton County, Texas, said point also being in the east right-of-way line of said Gulf, Colorado and Sante Fe Railroad;

THENCE South 88 degrees 46 minutes 26 seconds East, 959.51 feet along the north line of said 120.133 acre tract to a one-half inch iron rod with yellow cap stamped "JBI" set for corner, said point being the southeast corner of said 25.35 acre tract, said point also being in the west line of Sanger Circle, Phase 6B, an addition to the City of Sanger as recorded in Instrument No. 2022-196, Official Public Records of Denton County, Texas;

THENCE along the common lines of said 120.133 acre tract, and said Sanger Circle, Phase 6B as follows:
South 00 degrees 35 minutes 30 seconds East, 10.56 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
North 89 degrees 48 minutes 06 seconds East, 184.61 feet to an "X" found for corner;
South 44 degrees 45 minutes 52 seconds West, 21.34 feet to a one-half inch iron rod with cap stamped "STRAND" found for corner;
South 00 degrees 04 minutes 32 seconds East, 104.78 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
South 89 degrees 56 minutes 24 seconds East, 455.22 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
Northeasterly 60.39 feet along a curve to the left, having a central angle of 03 degrees 49 minutes 24 seconds, a radius of 905.00 feet, a tangent of 30.21 feet, and whose chord bears North 87 degrees 53 minutes 52 seconds East, 60.38 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
North 86 degrees 09 minutes 57 seconds East, 322.04 feet to a 60D nail found for corner;
North 03 degrees 50 minutes 03 seconds West, 105.02 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
North 48 degrees 50 minutes 03 seconds West, 21.18 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
North 86 degrees 09 minutes 57 seconds East, 185.61 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found at the northerly most northeast corner of said 120.133 acre tract, said point also being the northwest corner of said Lot 1, Block A, Sanger Circle Amenity Center as recorded in Instrument No. 2022-343, Official Public Records of Denton County, Texas;

THENCE along the common lines of said 120.133 acre tract and said Lot 1, Block A as follows:
South 03 degrees 50 minutes 22 seconds East, 181.41 feet to a one-half inch iron rod with cap stamped "J. COWAN" found for corner;
North 86 degrees 09 minutes 38 seconds East, 318.49 feet to a one-half inch iron rod with cap stamped "J. COWAN" found at the most easterly northeast corner of said 120.133 acre tract, said point being the southeast corner of said Lot 1, Block A, said point also being in the west line of that called 5.19 acre tract described in deed to Sanger Circle Homeowners Association, recorded as Instrument No. 2022-125390, Official Public Records of Denton County, Texas;

THENCE along the east line of said 120.133 acre tract as follows:
South 26 degrees 22 minutes 48 seconds West, 168.56 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
Southwesterly 190.96 feet along a curve to the left having a central angle of 05 degrees 59 minutes 42 seconds, a radius of 1,825.00 feet, a tangent of 95.57 feet, and whose chord bears South 15 degrees 55 minutes 44 seconds West, 190.87 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 12 degrees 56 minutes 39 seconds West, 206.00 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
Southwesterly 166.85 feet along a curve to the right having a central angle of 08 degrees 08 minutes 10 seconds, a radius of 1,175.00 feet, a tangent of 83.57 feet, and whose chord bears South 17 degrees 03 minutes 49 seconds West, 166.71 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
South 21 degrees 02 minutes 43 seconds West, 38.32 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 70 degrees 56 minutes 34 seconds East, 63.87 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
Southeasterly 152.45 feet along a curve to the left having a central angle of 09 degrees 00 minutes 17 seconds, a radius of 970.00 feet, a tangent of 76.38 feet, and whose chord bears South 75 degrees 26 minutes 22 seconds East, 152.29 feet to a one-half inch iron rod with cap stamped "JBI" set in the west line of Sanger Trails Phase 1, an addition to the City of Sanger as recorded in Cabinet U, Page 77, Official Public Records of Denton County, Texas,
South 10 degrees 06 minutes 31 seconds West, 60.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
Southeasterly, 16.75 feet along a curve to the left, having a central angle of 00 degrees 55 minutes 55 seconds, a radius of 1,030.00 feet, a tangent of 8.38 feet, and whose chord bears South 80 degrees 24 minutes 17 seconds East, 16.75 feet to a one-half inch iron rod with yellow cap stamped "KAZ" found for corner;
South 09 degrees 33 minutes 55 seconds West, 120.48 feet to a one-half inch iron rod with yellow cap stamped "JBI" set at the southwest corner of said Sanger Trails Phase 1, said point being in the north line of said Sanger Circle, Phase 4;

THENCE along the common lines of said 120.133 acre tract, and said Sanger Circle, Phase 4 as follows:
North 88 degrees 35 minutes 12 seconds West, 121.84 feet to a one-half inch iron rod found for corner;
South 46 degrees 24 minutes 48 seconds West, 85.27 feet to a one-half inch iron rod with cap stamped "KAZ" found for corner;
South 01 degrees 24 minutes 48 seconds West, 229.07 feet to a one-half inch iron rod with cap stamped "KAZ" found for corner;
Southwesterly 112.92 feet along a curve to the right having a central angle of 27 degrees 31 minutes 55 seconds, a radius of 235.00 feet, a tangent of 57.57 feet, and whose chord bears South 15 degrees 10 minutes 48 seconds West, 111.84 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 28 degrees 56 minutes 48 seconds West, 178.94 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
Southwesterly 39.99 feet along a curve to the left having a central angle of 01 degrees 48 minutes 41 seconds, a radius of 1,265.00 feet, a tangent of 20.00 feet, and whose chord bears South 28 degrees 02 minutes 27 seconds west, 39.99 feet to a one-half inch iron rod found for corner;
North 64 degrees 24 minutes 34 seconds West, 42.44 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 25 degrees 35 minutes 26 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 64 degrees 24 minutes 34 seconds East, 42.08 feet to a one-half inch iron rod with cap stamped "RPLS 5190" found for corner;
Southwesterly 465.33 feet along a curve to the left having a central angle of 21 degrees 04 minutes 35 seconds, a radius of 1,265.00 feet, a tangent of 235.32 feet, and whose chord bears South 14 degrees 19 minutes 57 seconds West, 462.71 feet to a one-half inch iron rod with cap stamped "RPLS 5190" found for corner;
Southwesterly 110.26 feet along a curve to the right having a central angle of 13 degrees 09 minutes 41 seconds, a radius of 480.00 feet, a tangent of 55.37 feet, and whose chord bears South 10 degrees 22 minutes 30 seconds west, 110.02 feet to a one-half inch iron rod with cap stamped "RPLS 5190" found for corner;
North 73 degrees 02 minutes 06 seconds West, 21.62 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 16 degrees 57 minutes 54 seconds West, 50.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set for corner;
South 73 degrees 02 minutes 06 seconds East, 6.05 feet to a one-half inch iron rod with cap stamped "EAGLE SURVEYING" found for corner;
South 02 degrees 18 minutes 06 seconds West, 224.91 feet to the POINT OF BEGINNING, and containing 5,233,001 square feet or 120.133 acres of land.

BASIS OF BEARING: The basis of bearing is based on the coordinate system (North Central Zone 4202 State Plane Coordinates, NAD83), distances shown hereon are grid distance values.

DEDICATION STATEMENT §

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS: THAT **FORESTAR (USA) REAL ESTATE GROUP, INC.** ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREINABOVE DESCRIBED PROPERTY AS **STEPHENS TOWN CROSSING**, AN ADDITION TO THE CITY OF SANGER, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER BY FEE SIMPLE TITLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, ALL STREETS, THOROUGHFARES, ALLEYS, FIRE LANES, DRIVE AISLES, PARKS, AND WATERCOURSES, AND TO THE PUBLIC USE FOREVER EASEMENTS FOR SIDEWALKS, STORM DRAINAGE FACILITIES, UTILITIES AND ANY OTHER PROPERTY NECESSARY TO SERVE THE PLAT AND TO IMPLEMENT THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND OTHER CITY CODES AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND TO FOREVER DEFEND THE TITLE ON THE LAND SO DEDICATED. FURTHER, THE UNDERSIGNED COVENANTS AND AGREES THAT HE/SHE SHALL MAINTAIN ALL EASEMENTS AND FACILITIES IN A STATE OF GOOD REPAIR AND FUNCTIONAL CONDITION AT ALL TIMES IN ACCORDANCE WITH CITY CODES AND REGULATIONS. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE INSTALLED, IF APPROVED BY THE CITY OF SANGER. THE CITY OF SANGER AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO ACCESS AND MAINTAIN ALL RESPECTIVE EASEMENTS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

WITNESS MY HAND THIS ____TH DAY OF _____, 2024

Kevin Lazares,
Vice President, FORESTAR (USA) REAL ESTATE GROUP, INC.

STATE OF TEXAS §

COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the said County and State on this day personally appeared Kevin Lazares, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated and as the act and deed therein stated.

Given under my hand and seal of office, this ____th day of _____, 2024.

Notary Signature

CITY OF SANGER STANDARD NOTES:

- "ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT."
- "THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE."
- "ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY."
- "NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS."
- "THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY."
- "MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD PLAIN."
- "THE PURPOSE OF THIS PLAT IS TO CREATE 427 SINGLE-FAMILY RESIDENTIAL LOTS AND 5 COMMON AREA/HOA LOTS UNDER THE APPROVED ZONING"
- "BEARINGS ARE BASED ON THE STATE PLAN COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD '83)"
- ADDITIONAL PLAT NOTES:
9. ABSTRACT LINES SHOWN HEREON ARE APPROXIMATE.
- ALL CORNERS SET ARE 1/2 INCH IRON RODS WITH PLASTIC CAP STAMPED "JBI" UNLESS OTHERWISE NOTED.
- ACCORDING TO FEMA MAP NO. 48121C0210G, DATED APRIL 18, 2011, A PORTION OF THE SUBJECT TRACT LIES WITHIN SHADED ZONE A AREA DETERMINED TO BE WITHIN THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOODPLAIN) WITH NO BASE FLOOD ELEVATIONS DETERMINED.

SURVEYOR'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, Mark W. Harp, Registered Professional Land Surveyor of the State of Texas, do hereby certify that I have prepared this plat from an actual on the ground survey of the land and that the corner monuments shown hereon were properly placed under my personal supervision.

Dated this the ____th day of _____, 2024.

PELIMINARY FOR REVIEW PURPOSES ONLY

Mark W. Harp, R.P.L.S. No. 6425

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for the State of Texas, on this day personally appeared Mark W. Harp, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____th day of _____, 2024.

Notary Public, State of Texas

APPROVED FOR PREPARATION OF FINAL PLAT

CITY OF SANGER, TX
PLANNING & ZONING COMMISSION

DATE

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY

PRELIMINARY PLAT
STEPHENS TOWN CROSSING

427 RESIDENTIAL LOTS
5 COMMON AREA/HOA LOTS

BEING 120.133 ACRES OUT OF THE
REUBEN BEBEE SURVEY, ABSTRACT NO. 29

CITY OF SANGER,
DENTON COUNTY, TEXAS

STC 2WG LLC/STC DH LLC **OWNER**
1401 Industrial Road
Mount Pleasant, Tx 75455 (903) 563-2122
Contact: Jon Anderson

FORESTAR (USA)
REAL ESTATE GROUP, INC. **OWNER/DEVELOPER**
2221 E. Lamar Blvd. Suite 790 (817) 769-1860
Arlington, Texas 76006
Contact: Stephen Brim

JBI PARTNERS, INC. **SURVEYOR/ENGINEER**
2121 Midway Road, Suite 300 (972) 248-7676
Carrallton, Texas 75006
Contact: Chris Wall, P.E.
TBPE No. F-438 TBPLS No. 10076000

Date: AUGUST 19, 2024

Sheet 4 of 4

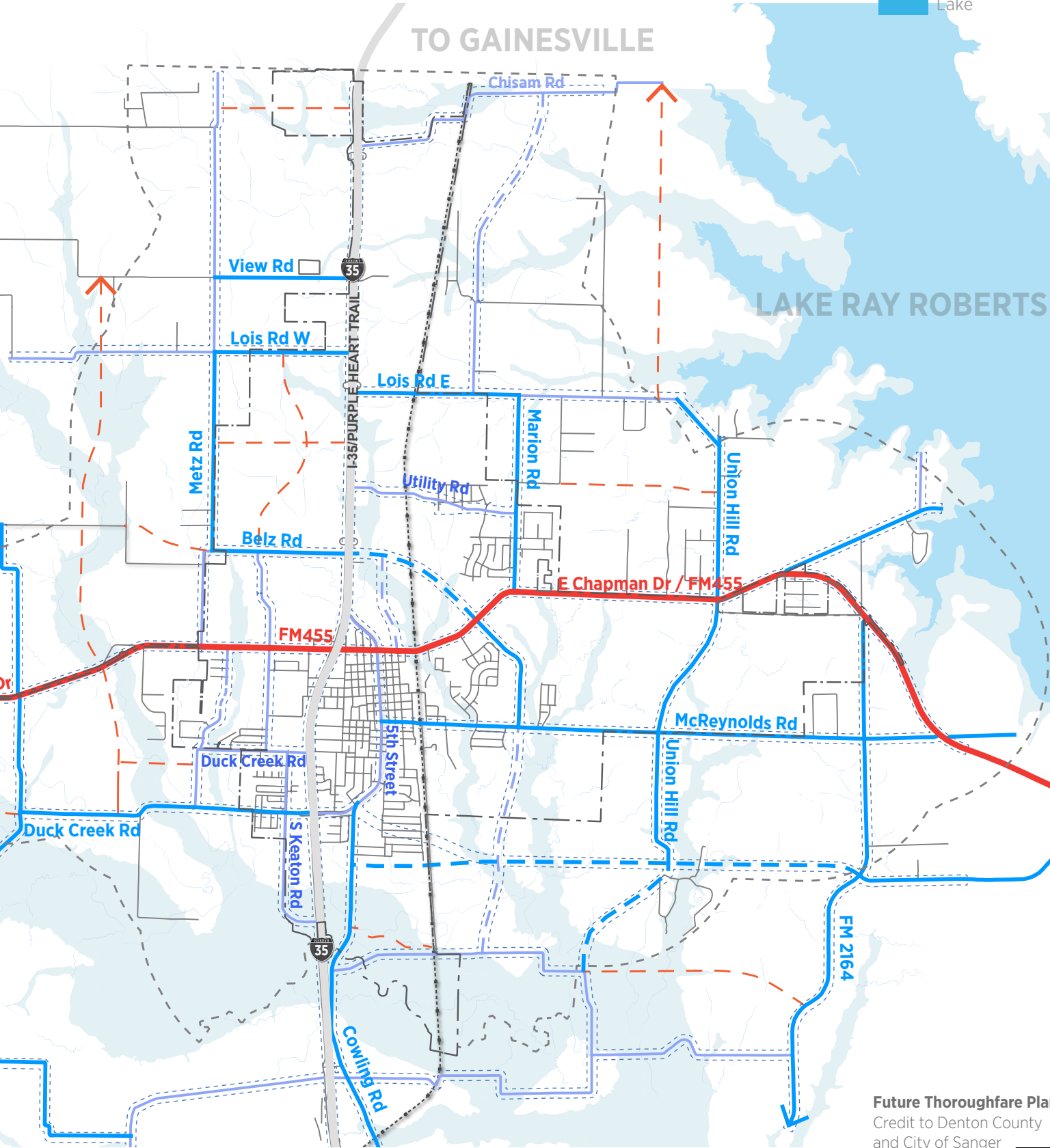
Future Thoroughfare Plan



Item 21.

LEGEND

Interstate	Minor Arterial	Proposed Minor Arterial	New Proposed Road	Rail Line	ETJ
Major Arterial	Collector	Proposed Collector	Residential	City Limit	100-year Floodplain
					Lake



TO DENTON

Future Thoroughfare Plan
Credit to Denton County
and City of Sanger

Item 22.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/07/2024			086161		
C-CHECK	VOID CHECK	V	8/14/2024			086232		
C-CHECK	VOID CHECK	V	8/28/2024			086327		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	3 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 99 BANK: * TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	3	0.00	0.00	0.00
BANK: * TOTALS:	3	0.00	0.00	0.00

Item 22.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
13080	BLUE CROSS BLUE SHIELD OF TEXA							
I-AUGUST 2024	AUG 24 HEALTH/DENTAL PREMIUM	R	8/07/2024	77,316.36		000811		
I-COBRA 08.2024	COBRA - AUG 2024	R	8/07/2024	716.60		000811		78,032.96
10610	LEADERSLIFE INS. COMPANY							
I-151857	LEADERS LIFE INSURANCE AUG 24	R	8/21/2024	73.66		000812		73.66
33210	DEARBORN LIFE INSURANCE COMPAN							
I-8.01.24-8.31.24	VISION/LIFE/ADD/VOL/STD AUG 24	R	8/28/2024	3,314.48		000813		3,314.48

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3	81,421.10	0.00	81,421.10
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: EMP BTOTALS:	3	81,421.10	0.00	81,421.10
BANK: EMP B TOTALS:	3	81,421.10	0.00	81,421.10

VENDOR SET: 99 City of Sanger
BANK: POOL POOLED CASH ACCOUNT
DATE RANGE: 8/01/2024 THRU 8/31/2024

Item 22.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
14210	OFFICE OF THE ATTORNEY GENERAL							
I-CBWPY08.09.2024	CHILD SUPPORT	D	8/09/2024	92.31		000751		
I-CRWPY08.09.2024	CHILD SUPPORT AG#0013904686	D	8/09/2024	192.46		000751		
I-CSRPY08.09.2024	CHILD SUPPORT #0013806050	D	8/09/2024	276.92		000751		
I-CWMPY08.09.2024	CHILD SUPPORT # 0014024793CV19	D	8/09/2024	300.00		000751		861.69
22640	INTERNAL REVENUE SERVICE							
I-T1 PY08.09.2024	FEDERAL W/H	D	8/09/2024	19,755.69		000752		
I-T3 PY08.09.2024	FICA PAYABLE	D	8/09/2024	30,072.96		000752		
I-T4 PY08.09.2024	FICA PAYABLE	D	8/09/2024	7,033.18		000752		56,861.83
00600	CITY OF SANGER							
I-AUG 24	COS UB 06/20/2024-07/22/2024	D	8/15/2024	37,782.84		000757		37,782.84
00100	TMRS							
I-RETPY 07/12/24	TMRS	D	8/14/2024	56,130.18		000758		
I-RETPY07262024	TMRS	D	8/14/2024	50,765.74		000758		106,895.92
14210	OFFICE OF THE ATTORNEY GENERAL							
I-CBWPY08.23.2024	CHILD SUPPORT	D	8/23/2024	92.31		000759		
I-CRWPY08.23.2024	CHILD SUPPORT AG#0013904686	D	8/23/2024	192.46		000759		
I-CSRPY08.23.2024	CHILD SUPPORT #0013806050	D	8/23/2024	276.92		000759		
I-CWMPY08.23.2024	CHILD SUPPORT # 0014024793CV19	D	8/23/2024	300.00		000759		861.69
22640	INTERNAL REVENUE SERVICE							
I-T1 PY08.23.2024	FEDERAL W/H	D	8/23/2024	21,620.48		000760		
I-T3 PY08.23.2024	FICA PAYABLE	D	8/23/2024	31,197.24		000760		
I-T4 PY08.23.2024	FICA PAYABLE	D	8/23/2024	7,296.10		000760		60,113.82
02580	TEXAS WORKFORCE COMMISSION							
I-Q2-2024	Q2-2024 UNEMPLOYMENT	D	8/02/2024	1,746.76		000761		1,746.76
22640	INTERNAL REVENUE SERVICE							
I-T3 PY 08.23.24	FICA PAYABLE	D	8/23/2024	26.22		000762		
I-T4 PY 08.23.24	FICA PAYABLE	D	8/23/2024	6.14		000762		32.36
11690	PITNEY BOWES - RESERVE ACCOUNT							
I-08.22.2024	REFILL POSTAGE METER	D	8/22/2024	300.00		000763		300.00
30600	TASC							
I-FSCPY08.09.2024	FLEX	D	8/09/2024	6.25		000764		
I-FSMPY08.09.2024	FLEX	D	8/09/2024	1,366.97		000764		1,373.22

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
30600	TASC							
	D-V.EAKMAN 08.23					000765		
	I-FSCPY08.23.2024	D	8/23/2024	62.50		000765		
	I-FSMPY08.23.2024	D	8/23/2024	6.25		000765		
	I-FSMPY08.23.2024	D	8/23/2024	1,304.47		000765		1,373.22
34430	UMB BANK, N.A.							
	I-986400	D	8/28/2024	500.00		000766		500.00
34430	UMB BANK, N.A.							
	I-986376	D	8/26/2024	500.00		000767		
	I-986377	D	8/26/2024	500.00		000767		1,000.00
08120	ICMA-RC							
	I-457PY08.09.2024	E	8/09/2024	1,974.13		000863		1,974.13
04220	GRIFFITH, MARK							
	I-REIMBURSE 07.27.24	E	8/07/2024	150.00		000864		150.00
25070	ALL AMERICAN DOGS INC							
	I-5690	E	8/07/2024	7,160.00		000865		7,160.00
34490	HALFF ASSOC INC							
	I-10123723	E	8/07/2024	12,276.72		000866		12,276.72
38390	AMAZON CAPITAL SERVICES, INC.							
	C-17LN-3HM7-7WW9	E	8/07/2024	23.97CR		000867		
	C-1CVT-YFGT-7KJP	E	8/07/2024	0.01CR		000867		
	I-144Q-7RTG-DNT6	E	8/07/2024	58.44		000867		
	I-16L7-XPDN-3G49	E	8/07/2024	600.62		000867		
	I-176T-33XN-VV7D	E	8/07/2024	9.78		000867		
	I-1DRC-GYYL-JGM9	E	8/07/2024	96.63		000867		
	I-1DVT-C1FG-YHRR	E	8/07/2024	83.94		000867		
	I-1DYP-4M3D-NMCM	E	8/07/2024	237.83		000867		
	I-1GJ1-WHPH-6YYL	E	8/07/2024	33.68		000867		
	I-1JGH-RLMJ-1L31	E	8/07/2024	67.95		000867		
	I-1M6G-Q6C3-4VQ9	E	8/07/2024	173.30		000867		
	I-1MLJ-W9MK-43NN	E	8/07/2024	28.59		000867		
	I-1NRN-NX19-L1C7	E	8/07/2024	28.89		000867		
	I-1NWV-PWG4-4YYM	E	8/07/2024	19.88		000867		
	I-1QPV-FLHT-XXMC	E	8/07/2024	137.54		000867		
	I-1RFL-WT3X-1JQL	E	8/07/2024	89.99		000867		
	I-1RH9-T4NM-VFXQ	E	8/07/2024	16.78		000867		
	I-1RL1-VY3J-44D4	E	8/07/2024	54.64		000867		
	I-1T7K-NDJW-JYL1	E	8/07/2024	14.29		000867		
	I-1TLT-6F1D-TD4F	E	8/07/2024	252.92		000867		
	I-1TLT-6F1D-WKXC	E	8/07/2024	75.50		000867		
	I-1VJT-YKDQ-3P9L	E	8/07/2024	5.61		000867		
	I-1XGN-YW6D-KNWW	E	8/07/2024	27.85		000867		
	I-1YJ7-TPMW-7CLW	E	8/07/2024	15.99		000867		2,106.66

Item 22.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
38420	RICHMOND, HUBBEL							
I-PER DIEM 08.12.24	PER DIEM 08/12-16/2024	E	8/07/2024	125.00		000868		125.00
40730	NIERSTE, ROBERT K							
I-REIMBURSE 07.29.24	ODOR ELIMINATOR	E	8/07/2024	14.61		000869		14.61
40750	BERG, RENEE M							
I-PER DIEM 07.15.24	PER DIEM 07/15/2024	E	8/07/2024	25.00		000870		25.00
02910	UPPER TRINITY							
I-W272408	JUL 2024 WATER PURCHASE	E	8/14/2024	35,596.75		000871		35,596.75
34490	HALFF ASSOC INC							
I-10121584	SANGER PORTER PARK PH 2	E	8/14/2024	12,500.00		000872		12,500.00
37360	RANGELINE UTILITY SERVICES, LL							
I-2803	WTR LINE REPAIR DUCK CRK	E	8/14/2024	9,787.00		000873		9,787.00
38390	AMAZON CAPITAL SERVICES, INC.							
C-14P6-MJHM-GDVM	RETURN 2X FABULOSO	E	8/14/2024	53.64CR		000874		
C-1V6X-VH6R-1PQR	REFUND FOR JUNIOR FICTION BOOK	E	8/14/2024	7.99CR		000874		
I-136M-WNXL-6RYF	REMOTE KEY FOB REPLACEMENTS	E	8/14/2024	41.83		000874		
I-13MC-MJDD-1PVM	SUMMER READING PRIZES	E	8/14/2024	73.47		000874		
I-13YC-HMRF-L4XG	PRINTER PAPER	E	8/14/2024	112.16		000874		
I-193V-HQT4-79HC	ADULT FICTION/CHILDREN NONFICT	E	8/14/2024	55.15		000874		
I-1C9M-WLVH-4M6D	6PK STAPLE REMOVER	E	8/14/2024	16.89		000874		
I-1D1W-644F-RNCF	PRINTER INK	E	8/14/2024	80.00		000874		
I-1HXH-RLYW-9MVP	BOYNTON'S GREATEST HITS BOOKS	E	8/14/2024	14.27		000874		
I-1KLH-1LDL-DV9J	2 ROLLS OF TICKETS	E	8/14/2024	9.22		000874		
I-1P4V-WTKF-6VHJ	4X8 PADDED SHIPPING ENVELOPES	E	8/14/2024	9.79		000874		
I-1V6X-VH6R-6RH3	KLYKON HEADSET & WALKIE TALKIE	E	8/14/2024	108.57		000874		
I-1WNN-YM1X-6WYP	20PK BANKERS BOX	E	8/14/2024	61.33		000874		
I-1Y34-7KP1-7JNM	10X FLAGPOLE BEADS	E	8/14/2024	349.00		000874		
I-1YPN-PNC3-F43P	GIRAFFE PLUSH	E	8/14/2024	11.95		000874		882.00
40140	POWER STANDARD, LLC							
I-76113	IH-35 ELE UTILITY RELOCAT	E	8/14/2024	699,177.69		000875		699,177.69
08120	ICMA-RC							
I-457PY08.23.2024	ICMA CITY OF SANGER 457 PLAN	E	8/23/2024	1,898.00		000876		1,898.00
00440	BRAZOS ELECTRIC							
I-51654-RI-001	JULY 2024	E	8/21/2024	11,952.57		000877		11,952.57

VENDOR SET: 99 City of Sanger
BANK: POOL POOLED CASH ACCOUNT
DATE RANGE: 8/01/2024 THRU 8/31/2024

Item 22.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01920	NICHOLS, JACKSON, DILLARD,HAGE							
I-53310	LEGAL SERVICES JULY 2024	E	8/21/2024	250.00		000878		250.00
23760	KEEPIPSAFE, LLC. - LIVEVAULT							
I-INVLUS-42886	SERVER BACKUP SRVC CITY HALL	E	8/21/2024	1,505.58		000879		1,505.58
25590	SCHNEIDER ENGINEERING, LLC							
I-000000073708	REG SUPPORT SRVCS JUL 2024	E	8/21/2024	750.00		000880		
I-000000073709	ERCOT TRANS OP JUL 2024	E	8/21/2024	1,650.00		000880		
I-000000073710	PV IMPACT STUDY	E	8/21/2024	14,000.00		000880		16,400.00
36460	KIMLEY-HORN & ASSOCIATES							
I-28853502	SANGER SUMP 2024	E	8/21/2024	9,670.00		000881		9,670.00
37790	LEWIS, JUSTIN P							
I-PER DIEM 08.15.24	PER DIEM 08/11-15/24	E	8/21/2024	75.00		000882		75.00
37860	BUTTRAM, BRANDON L							
I-PER DIEM 08/15/24	PER DIEM 08/14-15/24	E	8/21/2024	50.00		000883		50.00
37890	PRUETT, STEVEN T							
I-REIMBURSE 08/05/24	REIMBURSE UNIFORMS	E	8/21/2024	224.60		000884		224.60
38930	COLUMN SOFTWARE, PBC							
I-FE201722-0050	PUBLICATION NOTICES	E	8/21/2024	167.68		000885		167.68
39880	ZAVALA, HEIDI M							
I-PER DIEM 08.15.24	PER DIEM 08/11-15/24	E	8/21/2024	125.00		000886		125.00
40050	WSC ENERGY II							
I-EW381291982374	JUL 24 ELECTRIC PURCHASE	E	8/21/2024	446,320.93		000887		446,320.93
08120	ICMA-RC							
I-457PY 08.23.24	ICMA CITY OF SANGER 457 PLAN	E	8/23/2024	8.26		000888		8.26
02090	DYER, CHRISTY							
I-REFUND 08.20.24	REFUND EXTRA RANGERS TICKET	E	8/28/2024	39.00		000889		39.00
29850	HARDY, TERRY W							
I-REIMBURSE 08.14.24	REIMBURSE TANKER INSPECTION	E	8/28/2024	7.00		000890		7.00
34490	HALFF ASSOC INC							
I-10125132	SANGER PORTER PARK PH 2	E	8/28/2024	21,250.00		000891		21,250.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
34770	FIRST STOP HEALTH, LLC							
I-INV-49140	VIRTUAL PRIMARY CARE SEPT 24	E	8/28/2024	1,174.50		000892		1,174.50
37670	CITIBANK, N.A.							
I-4IMPRINT 07.09.24	COS BRANDED PENS	E	8/28/2024	145.48		000893		
I-5STAR 07.15.24	ADDITIONAL TENTS FOR FF 2024	E	8/28/2024	715.20		000893		
I-AP 07.24.24	ASPEN PUBLISHING BOOKS HCOLEMA	E	8/28/2024	159.05		000893		
I-ASFPM 08.01.24	TXFLOODPLAIN MGMT EXAM	E	8/28/2024	85.00		000893		
I-B&T 07.23.24	ADULT FICTION BOOK	E	8/28/2024	18.01		000893		
I-B&T 07/23/24	16 BOOKS - ALL AGES	E	8/28/2024	211.04		000893		
I-BIGLOTS 07.26.24	SNACKS - SUMMER READING PRIZES	E	8/28/2024	19.71		000893		
I-BUZZ 07.25.24	PODCAST HOSTING	E	8/28/2024	22.00		000893		
I-CE 07.15.24	DRINK FOR COUNCIL MEETING	E	8/28/2024	10.16		000893		
I-CG 07.30.24	TCFP EXAM FEE BSHEPARD	E	8/28/2024	25.00		000893		
I-CG 07/30/24	TCFP EXAM FEE MGRIMES	E	8/28/2024	25.00		000893		
I-DANDY 07.09.24	SAFETY MEETING BREAKFAST	E	8/28/2024	75.04		000893		
I-DCC 07.10.24	PLAT FILINGS	E	8/28/2024	91.00		000893		
I-DCC 07.23.24	MICROENTERPRISE ANNUAL MEMBER	E	8/28/2024	375.00		000893		
I-DCTXMV 07.09.24	DENTON CO REGISTRATION M671	E	8/28/2024	7.50		000893		
I-DCTXMV 07.15.24	STATE REGISTRATION 08-20	E	8/28/2024	8.25		000893		
I-DCTXMV 07.24.24	STATE REGISTRATION 19-20	E	8/28/2024	8.25		000893		
I-DCTXMV 07.29.24	STATE REGISTRATION 18-20	E	8/28/2024	8.25		000893		
I-DG 07.09.24	BENADRYL FOR OFFICER MUTINA	E	8/28/2024	6.00		000893		
I-DOMINO'S 07.15.24	FOOD FOR COUNCIL MEETING	E	8/28/2024	72.55		000893		
I-DRC 08.01.24	DRC SUBSCRIPTION HCOLEMAN	E	8/28/2024	49.99		000893		
I-DROPBOX 07.13.24	DROPBOX PLUS SUBSCRIPTION	E	8/28/2024	127.79		000893		
I-EB 07.15.24	ELEC/APPT OFFICE WRKSH 2024	E	8/28/2024	175.00		000893		
I-EC 07.11.24	3X LAPEL MICROPHONES	E	8/28/2024	360.76		000893		
I-FB 07.03.24	FACEBOOK MARKETING ADS	E	8/28/2024	100.58		000893		
I-FB 07/03/24	FACEBOOK MARKETING ADS	E	8/28/2024	3.15		000893		
I-FLORIST 07.10.24	FLOWERS FOR A FUNERAL	E	8/28/2024	57.95		000893		
I-GENTLE'S 07.30.24	FIRE MARSHALL TRK OIL CHANGE	E	8/28/2024	85.00		000893		
I-GTOT 07 10 24	CASH HANDLING SWARNER	E	8/28/2024	75.00		000893		
I-GTOT 07-10-24	CASH HANDLING SYEATTS	E	8/28/2024	75.00		000893		
I-GTOT 07.10.24	CASH HANDLING CFULLER	E	8/28/2024	75.00		000893		
I-GTOT 07/10/24	CASH HANDLING CBOLANOS	E	8/28/2024	75.00		000893		
I-GTOT 7 10 24	CASH HANDLING LKLENKE	E	8/28/2024	75.00		000893		
I-GTOT 7-10-24	CASH HANDLING CDYER	E	8/28/2024	75.00		000893		
I-GTOT 7.10.24	CASH HANDLING RRINCON	E	8/28/2024	75.00		000893		
I-GTOT 7/10/24	CASH HANDLING RBERG	E	8/28/2024	75.00		000893		
I-HOLIDAYINN 7.30.24	HOTEL 07/29/2024 TCHEEK	E	8/28/2024	125.58		000893		
I-HOLLYS 07.10.24	FLOWERS FOR EMPLOYEE	E	8/28/2024	95.21		000893		
I-HOLLYS 07/10/24	FLOWERS FOR EMPLOYEE	E	8/28/2024	81.73		000893		
I-HULU 07.04.24	HULU MARKETING ADS	E	8/28/2024	500.00		000893		
I-ICC 07.09.24	ICC MEMBERSHIP RHAMMONDS	E	8/28/2024	170.00		000893		
I-INGRAM 07.23.24	ADULT FICTION BOOK	E	8/28/2024	10.06		000893		
I-LEEDA 07.17.24	FBI LEED COURSE SGT HUBBEL	E	8/28/2024	795.00		000893		
I-OLLIES 07.26.24	CANDY - SUMMER READING PRIZES	E	8/28/2024	8.97		000893		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-OSSA 07.11.24	SUPERVISOR COURSE SGT HUBBEL	E	8/28/2024	72.00		000893		
I-PHILLIPS 07.30.24	TRAVEL FUEL TCHEEK	E	8/28/2024	65.25		000893		
I-PIZZAHUT 07.19.24	FOOD - FAMILY GAME NIGHT	E	8/28/2024	63.39		000893		
I-QT 07.30.24	TRAVEL FUEL TCHEEK	E	8/28/2024	66.00		000893		
I-SACC 07.23.24	SACC BUSINESS LUNCHEON SBRADSH	E	8/28/2024	15.00		000893		
I-SENDINBLUE 7.05.24	SENDINBLUE RECURRING EMAIL SUB	E	8/28/2024	25.00		000893		
I-TCCA 07.11.24	TCCA CONFERENCE CDYER	E	8/28/2024	300.00		000893		
I-TCEQ 07.15.24	TCEQ LICENSE RENEWAL CHIESLER	E	8/28/2024	111.00		000893		
I-TCFP 07.29.24	TCFP EXAM BSHEPARD	E	8/28/2024	56.49		000893		
I-TCFP 07/29/24	TCFP EXAM MGRIMES	E	8/28/2024	56.49		000893		
I-TD 07.26.24	TEXAS DOWNTOWN DGREEN	E	8/28/2024	149.00		000893		
I-TEDC 07.16.24	ATTRACTING RETAIL WEBINAR	E	8/28/2024	79.00		000893		
I-TEEX 07.31.24	BUSINESS RETENTION CLASS EDC	E	8/28/2024	920.00		000893		
I-TEEX 07/31/24	REAL ESTATE DVLPMNT EDC	E	8/28/2024	1,032.00		000893		
I-TFMA 07.30.24	TXFLOODPLAIN MGMT CONFERENCE	E	8/28/2024	395.00		000893		
I-TFMA 07/30/24	TXFLOODPLAIN MGMT 101	E	8/28/2024	165.00		000893		
I-TIFF'S 07.09.24	COOKE DELIVERY FOR EMPLOYEE	E	8/28/2024	19.99		000893		
I-TIFF'S 07/09/24	COOKIE DELIVERY FOR EMPLOYEE	E	8/28/2024	31.98		000893		
I-TMCEC 07.16.24	TMCEC CHART	E	8/28/2024	15.38		000893		
I-TML 07.09.24	CGFO DEBT MGMT DSTANFORD	E	8/28/2024	150.00		000893		
I-TML 07.10.24	TML SEMINAR FEE KEDWARDS	E	8/28/2024	315.00		000893		
I-TML 07.16.24	TCAA DUES HCOLEMAN	E	8/28/2024	95.00		000893		
I-TML 07.24.24	TML FALL CONFERENCE JSTATON	E	8/28/2024	510.00		000893		
I-TML 07/16/24	GFOAT DUES CGRAY	E	8/28/2024	155.00		000893		
I-TMOBILE 07.22.24	TMOBILE HOTSPOT SERVICE	E	8/28/2024	287.00		000893		
I-TR 07.24.24	WEST LAW PUBLISHING ONLINE	E	8/28/2024	252.47		000893		
I-TX.GOV 07.09.24	SERVICE FEE M671	E	8/28/2024	2.00		000893		
I-TX.GOV 07.15.24	SERVICE FEE 08-20	E	8/28/2024	2.00		000893		
I-TX.GOV 07.24.24	SERVICE FEE 19-20	E	8/28/2024	2.00		000893		
I-TX.GOV 07.29.24	SERVICE FEE 18-20	E	8/28/2024	2.00		000893		
I-UT 07.26.24	UT LAW - CLE HCOLEMAN	E	8/28/2024	195.00		000893		
I-WM 07.23.24	SPLY - KIDS CAN COOK PROGRAM	E	8/28/2024	71.97		000893		
I-WM 07.31.24	CANDY - SUMMER READING PRIZES	E	8/28/2024	37.92		000893		
I-ZOOM 07.24.24	ZOOM SUBSCRIPTION EDC	E	8/28/2024	115.99		000893		
I-ZOOM 07/24/24	ZOOM MONTHLY SUB	E	8/28/2024	130.89		000893		
I-ZOOM 07/28/24	ZOOM MONTHLY SUB	E	8/28/2024	17.05		000893		11,413.52
37860	BUTTRAM, BRANDON L							
I-PER DIEM 08.15.24	PER DIEM 08/13-15/24	E	8/28/2024	50.00		000894		50.00
37880	BRIGHTSPEED							
I-08.10.2024	PHONE 08/10/24 - 09/09/24	E	8/28/2024	300.32		000895		300.32

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
38390	AMAZON CAPITAL SERVICES, INC.							
I-119N-411C-DJP6	PRNTR/TNR/INK/BOOTS/WTR PKS	E	8/28/2024	857.17		000896		
I-11CR-GWRR-3XV6	HOLE REINFORCEMENT/STAPLER	E	8/28/2024	19.36		000896		
I-11VD-N669-QTG6	4PK INK CARTRIDGES	E	8/28/2024	32.49		000896		
I-13XH-9JXM-JMNL	FAMILY PUZZLE RACE PROGRAM	E	8/28/2024	64.90		000896		
I-14Y4-WCDY-TVDC	HDMI TRANSMITTER/RECEIVER	E	8/28/2024	165.99		000896		
I-179F-WQKP-7YKL	CUP DISPENSER/CUPS	E	8/28/2024	23.47		000896		
I-1CQR-NCLH-T7KN	FLDRS/BNDR/AIR FRSHNR/HARIBO	E	8/28/2024	86.36		000896		
I-1GQ4-ML4Q-3PR7	BOOKS FOR SUMMER READING PRIZE	E	8/28/2024	15.85		000896		
I-1JQQ-MHD3-VV6F	TV MOUNT/65IN TV	E	8/28/2024	369.98		000896		
I-1L37-JPPN-3YP9	BOOKS FOR SUMMER READING PRIZE	E	8/28/2024	43.77		000896		
I-1LH7-RVQ1-MQQC	PAPER PLATES 204CT	E	8/28/2024	17.12		000896		
I-1LQR-VJHV-41YD	CRACKER JACKS SUMMER RDNG PRZE	E	8/28/2024	5.99		000896		
I-1LRL-7HJ9-H7WQ	WASTEBASKT/PRTCTN PLN/KEURIG	E	8/28/2024	372.13		000896		
I-1NTY-Q71C-GVRT	HDMI CABLES 3FT/6FT	E	8/28/2024	18.78		000896		
I-1PTV-FXTC-NDMN	6 DVDS/BLU-RAYS	E	8/28/2024	101.43		000896		
I-1QPP-THPX-37T3	MONITOR/KEYBOARD/MOUSE PAD	E	8/28/2024	106.63		000896		
I-1RMN-XP1L-3X64	RETIREMENT DECOR	E	8/28/2024	20.98		000896		2,322.40
40140	POWER STANDARD, LLC							
I-77494	IH-35 ELE UTILITY RELOCAT	E	8/28/2024	1,757,672.11		000897		1,757,672.11
36340	FAMILY FIRST AUTO CARE							
I-5369	6QT OIL CHANGE/COOLANT	V	1/17/2024	56.40		084775		56.40
36340	FAMILY FIRST AUTO CARE							
M-CHECK	FAMILY FIRST AUTO CARE UNPOST	V	8/05/2024			084775		56.40CR
04630	DEPT OF STATE HEALTH SERVICES							
I-07/01/2024	TESTING - DRINKING WATER	V	7/23/2024	366.44		086091		366.44
04630	DEPT OF STATE HEALTH SERVICES							
M-CHECK	DEPT OF STATE HEALTH SERUNPOST	V	8/06/2024			086091		366.44CR
14470	UNITED WAY							
I-UN PY08.09.2024	DONATIONS	R	8/09/2024	5.00		086153		5.00
15830	SANGER EDUCATION FOUNDATION IN							
I-SGFPY08.09.2024	FOUNDATION-ISD	R	8/09/2024	2.50		086154		2.50
33300	HSA BANK							
I-HSAPY08.09.2024	HSA	R	8/09/2024	1,401.80		086155		1,401.80

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
28710	I-0002026							
	AFFORD IT TIRES SANGER LLC							
	PATCH 2 TIRES R671	R	8/07/2024	50.00		086156		50.00
09600	C-706059							
	AFLAC							
	AFLAC ROUNDING	R	8/07/2024	0.03CR		086157		
	I-AFKPY 07/12/24	R	8/07/2024	220.33		086157		
	I-AFKPY07262024	R	8/07/2024	220.33		086157		
	I-AFLPY 07/12/24	R	8/07/2024	625.01		086157		
	I-AFLPY07262024	R	8/07/2024	625.01		086157		1,690.65
1	I-REFUND 07.31.24							
	ALEXANDER JOLLEY							
	RFND TRITON	R	8/07/2024	75.00		086158		75.00
00420	I-85421842							
	BOUND TREE MEDICAL, LLC							
	EMS SUPPLIES	R	8/07/2024	944.91		086159		
	EMS SUPPLIES	R	8/07/2024	16.88		086159		
	I-85425331	R	8/07/2024	89.52		086159		1,051.31
23880	I-RI 24028121							
	BUREAU VERITAS NORTH AMERICA,							
	COMM NEW PLN RVW SANGER WREHSE	R	8/07/2024	442.34		086160		
	COMM NEW PLN RVW SANGER WREHSE	R	8/07/2024	442.34		086160		
	COMM NEW PLN RVW SANGER WREHSE	R	8/07/2024	442.34		086160		
	COMM NEW PLN RVW SANGER WREHSE	R	8/07/2024	442.34		086160		
	COMM NEW PLN RVW SANGER WREHSE	R	8/07/2024	442.34		086160		
	COMM NEW PLN RVW SANGER WREHSE	R	8/07/2024	442.34		086160		
	COMM NEW PLN RVW SANGER WREHSE	R	8/07/2024	442.34		086160		
	COMM NEW PLN RVW QUIK TRIP	R	8/07/2024	1,726.09		086160		
	COMM FIR PKG GLEN POLK	R	8/07/2024	1,225.00		086160		
	COMM FIR PKG AG BLDG SISD	R	8/07/2024	1,750.00		086160		
	COMM FIR PKG AUTOZONE	R	8/07/2024	300.00		086160		
	COMM FIR RVW SANGER RTL 1B&C	R	8/07/2024	250.00		086160		
	COMM NEW RVW SANGER RTL BLDG	R	8/07/2024	3,172.59		086160		
	COMM NEW RVW SANGER RTL BLDG	R	8/07/2024	6,370.59		086160		
	COMM FIRE RVW SANGER RTL BLDGS	R	8/07/2024	250.00		086160		
	COMM FIRE PKG UPTOWN BREWERY	R	8/07/2024	1,400.00		086160		19,098.31
00590	I-07/17/2024							
	CITY OF DENTON							
	WATER BACTERIOLOGICAL TESTING	R	8/07/2024	100.00		086162		100.00
1	I-DENTEX 08.01.24							
	DENTEX INVESTMENTS LLC							
	REFUND	R	8/07/2024	1,672.90		086163		1,672.90
22740	I-08/01/2024							
	DENTON COUNTY							
	AUG 24 911 DISPATCH AGRMT	R	8/07/2024	6,735.00		086164		6,735.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1	I-SURATI 08.01.24	DEV SURATI REFUND ENGR DEP	R	8/07/2024	2,660.39	086165		2,660.39
38870	I-24-08	DINO BO SHARKS PRESENTATION	R	8/07/2024	300.00	086166		300.00
35470	I-2128	DURAN PHOTOGRAPHY CM & MAYOR VIDEOS 23-24	R	8/07/2024	475.00	086167		475.00
35790	I-PER DIEM 08/30/24	EDWARDS, KELLY PER DIEM 08/28-30/2024	R	8/07/2024	75.00	086168		75.00
36340	I-5369	FAMILY FIRST AUTO CARE 6QT OIL CHANGE/COOLANT	R	8/07/2024	Reissue	086169		56.40
34670	I-2024-3483	FREEDOM COMMERCIAL SERVICES, L MOW/TRIM 4000 BLK MONTECRISTO	R	8/07/2024	95.00	086170		190.00
	I-2024-3484	MOW/TRIM 3900 BLK MONTECRISTO	R	8/07/2024	95.00	086170		
18790	I-NP66902145	FUELMAN FUEL 07/29/24 - 08/04/24	R	8/07/2024	2,558.02	086171		2,558.02
07350	I-73124-16	GENTLE'S OIL AND TIRE OIL CHANGE UN16	R	8/07/2024	77.00	086172		77.00
1	I-YENSAN 08.01.24	JERALD YENSAN REFUND ENGR DEP	R	8/07/2024	367.21	086173		367.21
1	I-RAMIEY 08.01.24	LINA RAMIEY REFUND ENGR DEP	R	8/07/2024	1,072.00	086174		1,072.00
28240	I-2460	MARTINEZ BROTHERS CONCRETE AND NEW ADA PARKING PAD 403 7TH ST	R	8/07/2024	10,108.00	086175		10,108.00
1	I-REFUND 07.16.24	MCCLINTOCK HOMES REFUND PERMIT	R	8/07/2024	42,360.00	086176		42,360.00
29030	I-289750	MCCREARY, VESELKA, BRAGG & ALL JUNE 2024 WARRANT COLLECTION	R	8/07/2024	102.30	086177		288.90
	I-289751	JUNE 2024 WARRANT COLLECTION	R	8/07/2024	186.60	086177		
36990	I-10925041	NORTEX COMMUNICATIONS COMPANY INTERNET & PHONE AUG 24	R	8/07/2024	5,531.78	086178		5,531.78

VENDOR SET: 99 City of Sanger
BANK: POOL POOLED CASH ACCOUNT
DATE RANGE: 8/01/2024 THRU 8/31/2024

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
08870	I-5679-567902-36296	NORTHERN TOOL/BLUETARP FINANCI GLOVES/SHIRTS/STRAPS	R 8/07/2024	142.98		086179		142.98
08690	I-1959-171427	O'REILLY AUTO PARTS 5QTMOTOROIL	R 8/07/2024	28.99		086180		
	I-1959-172151	BATTERY/CARB CLEANER	R 8/07/2024	40.47		086180		
	I-1959-173603	MINI BULBS UN01	R 8/07/2024	8.49		086180		77.95
02970	I-370710024001	OFFICE DEPOT RED LTR SIZE FOLDERS	R 8/07/2024	37.76		086181		
	I-373831396001	COPY PAPER	R 8/07/2024	40.99		086181		
	I-374536848001	BINDER	R 8/07/2024	30.22		086181		
	I-376008285001	DUSTER 10 OZ	R 8/07/2024	19.30		086181		128.27
1	I-REIMBURSE 07.31.24	PAT WADSWORTH PLUMBING CLAIM	R 8/07/2024	696.21		086182		696.21
1	I-REIMBURSE 08.01.24	PAT WADSWORTH PLUMBING CLAIM	R 8/07/2024	652.94		086183		652.94
19200	I-20639	PATHMARK TRAFFIC PRODUCTS OF T ANCHORS/HANDICAP SIGNS	R 8/07/2024	2,324.70		086184		2,324.70
40400	I-INV-649671	PRIMARY ARMS LLC ARMOR SHIELD WMX3RFT	R 8/07/2024	5,511.96		086185		
	I-INV-649673	ARMOR EXPRESS CARRY BAG	R 8/07/2024	187.22		086185		5,699.18
25270	I-12	PRIMORIS T & D SERVICES, LLC FM 455 WIDENING C/O #5	R 8/07/2024	10,864.57		086186		10,864.57
1	I-HALLIBURTON 8.1.24	RAY HALLIBURTON REFUND ENGRDEP	R 8/07/2024	2,094.88		086187		2,094.88
24810	I-10808	RLC CONTROLS, INC BAD ANALOG BOARD @ WELL 6	R 8/07/2024	1,899.50		086188		1,899.50
1	I-ALLEN 08.01.24	RON ALLEN REFUND ENGR DEP	R 8/07/2024	2,148.26		086189		2,148.26
32870	I-07/09/2024	SAM'S CLUB/SYNCHRONY BANK FOOD FOR EMPLOYEE	R 8/07/2024	43.29		086190		43.29
25020	I-3861	SANGER HARDWARE GAS CAN/ORANGE LINE	R 8/07/2024	71.98		086191		
	I-3904	6X SPRING SNAPS	R 8/07/2024	16.74		086191		
	I-3912	CARB CLEANER	R 8/07/2024	8.99		086191		
	I-3920	OIL ABSORBENT	R 8/07/2024	18.99		086191		
	I-3931	8X 1/2" PVC CAPS	R 8/07/2024	14.32		086191		
	I-3945	CABLE TIES	R 8/07/2024	7.99		086191		139.01

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1	I-STC 2 08.01.24	STC 2 REFUND ENGR DEP	R 8/07/2024	610.55		086192		610.55
29190	I-2852	STITCHIN' AND MORE CUSTOM GRAP BANNERS/DOUBLE SIDED SIGNS	R 8/07/2024	420.00		086193		
	I-2854	PRINT ON SHIRTS FOR FIRE DEPT	R 8/07/2024	256.00		086193		676.00
26900	I-68001271-6250-24	SUNMOUNT PAVING COMPANY 13.53T EZ STREET COLD MIX	R 8/07/2024	1,623.60		086194		1,623.60
40310	I-07-31-2024	TMB INVESTMENT HOLDINGS PROPERTY ENHANCEMENT GRNT	R 8/07/2024	10,000.00		086195		10,000.00
1	I-ODESANYA 08.01.24	TOSIN ODESANYA REFUND ENGR DEP	R 8/07/2024	1,550.81		086196		1,550.81
31750	I-40857414	UNDERWOOD'S HEATING & AIR HVAC SYSTEM @ 301 BOLIVAR	R 8/07/2024	8,350.00		086197		8,350.00
34220	I-2900101338	UNIFIRST CORPORATION MATS - CITY HALL	R 8/07/2024	17.36		086198		
	I-2900101340	UNIFORMS	R 8/07/2024	37.05		086198		
	I-2900101341	UNIFORMS	R 8/07/2024	20.72		086198		
	I-2900101342	UNIFORMS	R 8/07/2024	18.42		086198		
	I-2900101343	MATS - P.W.	R 8/07/2024	11.81		086198		105.36
09550	I-145883	WATER TECH, INC. 12 CHLORINE CYLINDERS	R 8/07/2024	2,460.00		086199		2,460.00
1	I-000202408060244	BLOOMFIELD HOMES US REFUND	R 8/07/2024	542.70		086200		542.70
1	I-000202408060245	BLOOMFIELD HOMES US REFUND	R 8/07/2024	519.75		086201		519.75
1	I-000202408060243	MARTINEZ, JONAH US REFUND	R 8/07/2024	39.78		086202		39.78
1	I-000202408060241	MCCLLOUD, SPENCER US REFUND	R 8/07/2024	2.33		086203		2.33
1	I-000202408060242	STIPE, STEPHEN D US REFUND	R 8/07/2024	96.71		086204		96.71

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28710	I-0002041	AFFORD IT TIRES SANGER LLC TIRE ROTATION M672	R	8/14/2024	80.00	086205		80.00
33900	I-S1459385.002	APSCO, INC ANGLE STOP/STAINLESS STIFFENER	R	8/14/2024	531.71	086206		
	I-S1459789.002	FIP THREAD GATE VALVE	R	8/14/2024	979.34	086206		
	I-S1460050.002	METER COUPLINGS	R	8/14/2024	361.05	086206		
	I-S1460502.002	METER COUPLING	R	8/14/2024	361.05	086206		2,233.15
37370	I-INV0102968	AQUA METRIC SALES COMPANY WATER/ELECTRIC METER SYST	R	8/14/2024	323,325.24	086207		323,325.24
25610	I-201775	AUSTIN LANE TECHNOLOGIES, INC NETWORK MAINTENANCE AUG 24	R	8/14/2024	11,333.50	086208		11,333.50
28400	I-17687	BLANCHAT MFG, INC PARTS FOR PUMP - B671	R	8/14/2024	157.40	086209		157.40
33050	I-82262	BLUE MOON SPORTSWEAR INC UNIFORM SHIRTS DPENNINGTON	R	8/14/2024	407.90	086210		407.90
40690	I-0625-001-49668	BROWN & HOFMEISTER, L.L.P. LEGAL SERVICES THRU 07/31/24	R	8/14/2024	9,590.90	086211		9,590.90
23880	I-RI 24033712	BUREAU VERITAS NORTH AMERICA, 2024 BACK-UP INSPECTIONS	R	8/14/2024	980.76	086212		
	I-RI 24033713	NEW REVIEW 508 MARSHALL	R	8/14/2024	150.00	086212		
	I-RI 24033714	NEW REVIEW 506 MARSHALL	R	8/14/2024	150.00	086212		
	I-RI 24033715	NEW REVIEW 4212 PADRON LN	R	8/14/2024	150.00	086212		
	I-RI 24033716	NEW REVIEW 4210 PADRON LN	R	8/14/2024	150.00	086212		1,580.76
26350	I-43864	C & G ELECTRIC, INC MATERIAL - FUSES	R	8/14/2024	109.62	086213		109.62
00800	I-JULY 2024	COSERV ELECTRIC JULY 24 ELECTRIC	R	8/14/2024	3,622.87	086214		3,622.87
28180	I-36611	D&D COMMERCIAL LANDSCAPE MANAG 2024 MOWING SEASON	R	8/14/2024	20,341.10	086215		20,341.10
40710	I-20200620	DANNY L WOMACK REPAIR SHORT IN KILL SWITCH	R	8/14/2024	60.00	086216		60.00

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25730	I-DP2403422							
	DATAPROSE, LLC							
	JULY 2024 LATE/STMT/OTHER	R	8/14/2024	3,443.99		086217		3,443.99
34360	I-24070107							
	ENVIRONMENTAL MONITORING LABOR							
	CBOD/TSS/NH3N/TRIP CHARGE	R	8/14/2024	1,172.00		086218		1,172.00
31340	I-24651							
	FIRST CHECK APPLICANT SCREENIN							
	2X BACKGROUND CHECKS	R	8/14/2024	67.00		086219		67.00
18790	I-NP66937568							
	FUELMAN							
	FUEL 08/05/24-08/11/24	R	8/14/2024	3,497.75		086220		3,497.75
07350	I-8624-CHIEF							
	GENTLE'S OIL AND TIRE							
	OIL FILTER, ROTATE & LABOR	R	8/14/2024	117.00		086221		117.00
40640	I-S187792							
	GODFREY'S INDOOR SHOOTING AND							
	4 LEVEL III SHIELDS	R	8/14/2024	19,988.76		086222		19,988.76
31090	I-9							
	HAYES, BERRY, WHITE & VANZANT							
	LEGAL SERVICES COUNCIL MATTER	R	8/14/2024	584.50		086223		584.50
39920	I-INV97571							
	I-INV97576							
	IMPACT PROMOTIONAL SERVICES, L							
	FLEXRS SS & TACT PANTS	R	8/14/2024	331.46		086224		
	UNIFORM PANTS - LT. LEWIS	R	8/14/2024	89.24		086224		420.70
37150	I-4498							
	INSTANT INSPECTOR							
	9 HEALTH INSPECTIONS	R	8/14/2024	925.00		086225		925.00
20860	I-ARIV1009877							
	KSA ENGINEERS							
	WINPOINTE DEVELOPMENT	R	8/14/2024	8,762.50		086226		8,762.50
19360	I-411315							
	LEADS ON LINE							
	TTLTRACK INVESTIGATION SYS PK	R	8/14/2024	2,492.00		086227		2,492.00
25060	I-11961							
	LEMONS PUBLICATIONS INC							
	FULL PAGE AD 4WKS JUNE 24	R	8/14/2024	750.00		086228		750.00
04140	I-8281941130							
	MOTOROLA SOLUTIONS							
	APX 8500 RADIO	R	8/14/2024	7,203.79		086229		7,203.79
35340	I-INV-007528							
	NORTH TEXAS FIRE SYSTEMS, LLC							
	INSPECTIONS	R	8/14/2024	450.00		086230		450.00

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02970	OFFICE DEPOT							
I-375794408001	ADDING PAPER & CALCULATOR SPOO	R	8/14/2024	9.75		086231		
I-377291881001	1000CT BUSINESS CARDS	R	8/14/2024	26.34		086231		
I-377294328001	LABEL TAPE	R	8/14/2024	32.76		086231		
I-377336714001	SPIRAL NOTEBOOKS	R	8/14/2024	14.99		086231		
I-377604206001	JUL 24 WTR RENT CITY HALL	R	8/14/2024	59.50		086231		
I-377604296001	JUL 24 WTR RENT FD	R	8/14/2024	85.75		086231		
I-377729250001	RECEIVED/CERTIFIED COPY STAMP	R	8/14/2024	41.29		086231		
I-377760816001	JUL 24 WTR RENT PW	R	8/14/2024	37.50		086231		
I-377762949001	JUL 24 WTR RENT MCOURT	R	8/14/2024	17.50		086231		
I-377765746001	JUL 24 WTR RENT PD	R	8/14/2024	28.00		086231		
I-377771056001	JUL 24 WTR RENT WW	R	8/14/2024	19.00		086231		
I-377772051001	JUL 24 WTR RENT STREETS	R	8/14/2024	7.00		086231		
I-377905933001	WALL BASKET	R	8/14/2024	28.69		086231		
I-378198310001	FLASH DRIVES	R	8/14/2024	34.99		086231		443.06
19200	PATHMARK TRAFFIC PRODUCTS OF T							
I-20792	SPEED LIMIT/TIME ZONE SIGNS	R	8/14/2024	547.80		086233		547.80
02050	PITNEY BOWES, INC.							
I-3319388002	PSTG MCHN LSE 5/25/24-8/24/24	R	8/14/2024	433.02		086234		433.02
13825	PLAYAWAY PRODUCTS LLC							
I-469723	PLAYAWAY & WONDERBOOKS	R	8/14/2024	228.70		086235		228.70
14980	POLYDYNE, INC.							
I-1851967	3X CLARIFLOC	R	8/14/2024	2,362.50		086236		2,362.50
25270	PRIMORIS T & D SERVICES, LLC							
I-RETAINAGE	RELEASE RETAINAGE	R	8/14/2024	119,622.94		086237		119,622.94
37620	RANDY'S OF SANGER, LLC.							
I-5433	FRONT END REPAIR 99 F-550	R	8/14/2024	3,176.13		086238		3,176.13
1	RELIANT HTG & A/C							
I-RELIANT8.08.2024	REFUND PRMT	R	8/14/2024	75.00		086239		75.00
36840	REPUBLIC SERVICES #615							
I-0615-002014127	20 CU YD SLUDGE PICKUP APR 24	R	8/14/2024	3,254.38		086240		3,254.38
36840	REPUBLIC SERVICES #615							
I-0615-002098484	WASTE WATER PICKUP	R	8/14/2024	8,270.73		086241		8,270.73

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36840	REPUBLIC SERVICES #615							
I-0615-002102948	SOLID WASTE JULY 2024	R	8/14/2024	88,153.17		086242		88,153.17
25020	SANGER HARDWARE							
I-3849	MARKING PAINT	R	8/14/2024	119.88		086243		119.88
18620	STERICYCLE							
I-8007809369	MEDICAL WASTE	R	8/14/2024	265.15		086244		265.15
02690	TECHLINE, INC.							
I-1573033-04	MISC. SUPPLIES	R	8/14/2024	1,415.80		086245		
I-3133364-00	BAG, HI & LOW - RUBBER GLOVES	R	8/14/2024	45.00		086245		1,460.80
15110	TEXAS ECONOMIC DEVELOPMENT COU							
I-25195	TEDC ANNUAL CONF SBRADSHAW	R	8/14/2024	2,500.00		086246		2,500.00
02770	TEXAS PUBLIC POWER ASSC.							
I-6887	MEMBER DUES 8/1/24 - 7/31/25	R	8/14/2024	220.00		086247		220.00
19260	TYLER TECHNOLOGIES							
I-025-473325	UB ONLINE AUG 2024	R	8/14/2024	110.00		086248		
I-025-473807	MASS METER SWAP ELECTRIC	R	8/14/2024	5,200.00		086248		5,310.00
1	ULTRA HOMES							
I-ULTRA08.08.2024	REFUND MTR FEE	R	8/14/2024	134.80		086249		134.80
31750	UNDERWOOD'S HEATING & AIR							
I-40958458	SRVC CALL 201 BOLIVAR	R	8/14/2024	120.00		086250		
I-40982632	SERVICE CALL/DRAIN/LABOR	R	8/14/2024	225.00		086250		
I-41058301	DISPATCH FEE & CLEAN OUT DRAIN	R	8/14/2024	105.00		086250		
I-41061131	DISPATCH FEE/THERMOSTAT	R	8/14/2024	540.00		086250		990.00
34220	UNIFIRST CORPORATION							
I-2900102384	MATS - CITY HALL	R	8/14/2024	17.36		086251		
I-2900102386	UNIFORMS	R	8/14/2024	37.05		086251		
I-2900102387	UNIFORMS	R	8/14/2024	20.72		086251		
I-2900102388	UNIFORMS	R	8/14/2024	18.42		086251		
I-2900102389	MATS - PW	R	8/14/2024	11.81		086251		105.36
11430	USABBLUEBOOK							
I-00432162	DEIONIZED WATER	R	8/14/2024	77.08		086252		
I-00432172	AMMONIA POWDERS	R	8/14/2024	471.52		086252		548.60

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03440	VERMEER TEXAS-LOUISIANA							
I-P0338618	REDUCE BARS	R	8/14/2024	2.65		086253		
I-P0338718	4" MCAM X 3" BARB	R	8/14/2024	68.69		086253		71.34
14470	UNITED WAY							
I-UN PY08.23.2024	DONATIONS	R	8/23/2024	5.00		086254		5.00
15830	SANGER EDUCATION FOUNDATION IN							
I-SGFPY08.23.2024	FOUNDATION-ISD	R	8/23/2024	2.50		086255		2.50
33300	HSA BANK							
I-HSAPY08.23.2024	HSA	R	8/23/2024	1,386.80		086256		1,386.80
40620	ANA SITE CONSTRUCTION							
I-3	I-35 UTILITY RELOCATION	R	8/21/2024	273,738.20		086257		273,738.20
01550	ATMOS ENERGY							
I-08/12/24	GAS 07/02/24 - 08/01/24	R	8/21/2024	1,250.99		086258		1,250.99
00420	BOUND TREE MEDICAL, LLC							
I-85433795	EMS SUPPLIES	R	8/21/2024	701.82		086259		
I-85435637	HYPODERMIC NEEDLES	R	8/21/2024	18.99		086259		
I-85445219	VACUUM PUMP	R	8/21/2024	167.99		086259		888.80
23790	TERRY WEST							
I-4369	FENCE REPAIR FAMILY FIRST/5TH	R	8/21/2024	2,500.00		086260		2,500.00
26350	C & G ELECTRIC, INC							
I-43976	REPLC RELAY BASE UTILITY RD	R	8/21/2024	626.00		086261		626.00
33370	CJA ENTERPRISES LLP							
I-17426	3/4 & 1-1/2 BASE	R	8/21/2024	1,369.35		086262		1,369.35
39710	CLARKADAMSON, LLC							
I-0012	ANNUAL CONSULTING FEE	R	8/21/2024	2,375.00		086263		2,375.00
23620	COTE'S MECHANICAL							
I-31139	ICE MACHINE RENTAL AUG 2024	R	8/21/2024	626.00		086264		626.00
28280	EDSUITE							
I-2597	EDSUITE 9/1/24 - 8/31/25	R	8/21/2024	4,000.00		086265		4,000.00
24090	EMERGENCY EQUIPMENT OF NORTH T							
I-24050	REPAIRS	R	8/21/2024	794.94		086266		794.94

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34670	FREEDOM COMMERCIAL SERVICES, L							
I-2024-3539	MOW/TRIM 800 BLK 5TH ST	R	8/21/2024	356.00		086267		
I-2024-3545	MOW/TRIM 403 S 1ST ST	R	8/21/2024	85.00		086267		441.00
18790	FUELMAN							
I-NP66960522	FUEL 08/12/24 - 08/18/24	R	8/21/2024	3,485.93		086268		3,485.93
40770	IMPERIAL SUPPLIES LLC							
I-I001AZ6454	BOOSTER PUMPS	R	8/21/2024	2,151.14		086269		2,151.14
1	JANA MCGAUGH							
I-REFUND 08/19/24	REFUND COMM CTR	R	8/21/2024	100.00		086270		100.00
17430	JUNIOR LIBRARY GUILD							
I-686045	8/2024 - 7/2025 JLG SUB	R	8/21/2024	1,827.74		086271		1,827.74
25060	LEMONS PUBLICATIONS INC							
I-12012	FULL PAGE AD 4WKS JULY 2024	R	8/21/2024	750.00		086272		750.00
32640	LLOYD GOSSELINK ROCHELLE & TOW							
I-97551984	BALLFIELD PERMITTING 06/30/24	R	8/21/2024	943.50		086273		943.50
34480	MAGUIRE IRON, INC							
I-5813	CLEAN OUT OR ROV INSPECT	R	8/21/2024	3,953.75		086274		
I-5814	CLEAN OUT OR ROV INSPECT	R	8/21/2024	3,501.50		086274		
I-5815	CLEAN OUT OR ROV INSPECT	R	8/21/2024	2,906.25		086274		10,361.50
25580	NORTH TEXAS GROUNDWATER CONSER							
I-INV-18920	2ND QTR 2024 - ALL WELLS	R	8/21/2024	5,571.60		086275		5,571.60
40210	PAXICA SECURITY GROUP LLC							
I-13322	SECURITY CAMERAS	R	8/21/2024	5,530.00		086276		5,530.00
13825	PLAYAWAY PRODUCTS LLC							
I-470140	WARRANTY REPAIRS	R	8/21/2024	66.19		086277		
I-470570	PLAYAWAY & WONDERBOOKS	R	8/21/2024	315.95		086277		382.14
36840	REPUBLIC SERVICES #615							
I-0615-002098211	BRUSH COLLECTION SRVCS	R	8/21/2024	6,837.37		086278		6,837.37
16240	SCHAD & PULTE							
I-154316	ACETYLENE/OXYGEN RENTAL	R	8/21/2024	32.00		086279		
I-154318	OXYGEN	R	8/21/2024	8.00		086279		40.00

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30600	TASC							
I-IN3195465	FSA ADMIN/RENEWAL FEES	R	8/21/2024	837.14		086280		837.14
05350	TEXAS EXCAVATION SAFETY SYST							
I-24-12973	MESSAGE FEES JULY 2024	R	8/21/2024	350.75		086281		350.75
35510	TITAN UTILITY SERVICES, LLC							
I-101150	GLOVE/SLEEVE TESTING/NEW GLOVE	R	8/21/2024	1,962.95		086282		
I-101368	NEW GLOVES/TESTING	R	8/21/2024	351.41		086282		2,314.36
34220	UNIFIRST CORPORATION							
I-2900103441	MATS - CITY HALL	R	8/21/2024	17.36		086283		
I-2900103442	UNIFORMS	R	8/21/2024	60.84		086283		
I-2900103443	UNIFORMS	R	8/21/2024	20.72		086283		
I-2900103444	UNIFORMS	R	8/21/2024	18.42		086283		
I-2900103445	MATS - P.W.	R	8/21/2024	11.81		086283		129.15
11430	USABBLUEBOOK							
I-INV00440098	STENNER #2 PUMP TUBE W/ENDS	R	8/21/2024	116.67		086284		
I-INV00440592	MONOCHLOR POWDER/AMMONIA REAGN	R	8/21/2024	378.35		086284		495.02
1	BREEDING, CARRIELEE							
I-000202408190255	US REFUND	R	8/21/2024	175.54		086285		175.54
1	DONALDSON, DARRELL K							
I-000202408190250	US REFUND	R	8/21/2024	50.00		086286		50.00
1	DUHON, FRED D							
I-000202408190248	US REFUND	R	8/21/2024	29.41		086287		29.41
1	MICKENS, COBERT							
I-000202408190249	US REFUND	R	8/21/2024	173.21		086288		173.21
1	MILLER EXCAVATION							
I-000202408190252	US REFUND	R	8/21/2024	846.67		086289		846.67
1	MODALA, JAYASREE							
I-000202408190256	US REFUND	R	8/21/2024	152.96		086290		152.96
1	NORTHSTAR UTILITY SE							
I-000202408190253	US REFUND	R	8/21/2024	883.49		086291		883.49
1	OPENDOOR LABS INC							
I-000202408190247	US REFUND	R	8/21/2024	250.93		086292		250.93

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1	I-000202408190254	RESIDENTIAL HOME OWN US REFUND	R 8/21/2024	190.57		086293		190.57
1	I-000202408190246	RS XII NM DALLAS OWN US REFUND	R 8/21/2024	153.97		086294		153.97
1	I-000202408190251	STRITTMATTER, JARED US REFUND	R 8/21/2024	76.46		086295		76.46
1	I-000202408190257	TGC CUSTOM HOMES US REFUND	R 8/21/2024	585.42		086296		585.42
09600	C-045053	AFLAC						
	I-AFKPY08.09.2024	AFLAC ROUNDING	R 8/28/2024	0.03CR		086297		
	I-AFKPY08.23.2024	INSURANCE	R 8/28/2024	220.33		086297		
	I-AFLPY08.09.2024	INSURANCE	R 8/28/2024	203.17		086297		
	I-AFLPY08.09.2024	INSURANCE	R 8/28/2024	625.01		086297		
	I-AFLPY08.23.2024	INSURANCE	R 8/28/2024	625.01		086297		1,673.49
33900	I-S1437076.005	APSCO, INC CTS STIFFENERS	R 8/28/2024	138.70		086298		
	I-S1459789.003	SHUT OFF TOOL	R 8/28/2024	417.72		086298		556.42
37370	I-INV0103256	AQUA METRIC SALES COMPANY WATER/ELECTRIC METER SYST	R 8/28/2024	444.61		086299		444.61
02460	I-08152024	AT&T MOBILITY CELL PHONE 07/08/24 - 08/07/24	R 8/28/2024	2,186.79		086300		2,186.79
11740	I-871186-D	BETSY ROSS FLAG GIRL, INC. 8X 4X6 WEST WIND COS FLAGS	R 8/28/2024	1,082.98		086301		1,082.98
31670	I-08052024	BOOT BARN BOOTS - AUSTEN GRIFFITH	R 8/28/2024	140.24		086302		140.24
20410	I-CN3096-4195772	CARE NOW CORPORATE TESTING/DRUG SCREENS	R 8/28/2024	300.00		086303		300.00
00590	I-08/16/2024	CITY OF DENTON WATER TESTING 7/16/24-8/15/24	R 8/28/2024	220.00		086304		220.00
33370	I-17448	CJA ENTERPRISES LLP 27.22 TONS - CUSHION SAND	R 8/28/2024	313.03		086305		313.03

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36390	I-12269	CLOWN AROUND PARTY RENTAL 101 FREESE DR EVENT RENTL	R 8/28/2024	4,715.00		086306		4,715.00
33210	I-AUG 2024	DEARBORN LIFE INSURANCE COMPAN AUG 2024 LTD	R 8/28/2024	1,437.05		086307		1,437.05
35470	I-2134	DURAN PHOTOGRAPHY 266 EXPRESS PODCAST	R 8/28/2024	400.00		086308		400.00
18790	I-NP66987912	FUELMAN FUEL 08/19/24 - 08/25/24	R 8/28/2024	3,420.04		086309		3,420.04
40300	I-PG000037458	GENERAL CODE, LLC ECODE SUPPLEMENT 3	R 8/28/2024	155.00		086310		155.00
07350	I-81624-02	GENTLE'S OIL AND TIRE OIL CHANGE UN02	R 8/28/2024	77.00		086311		77.00
28820	I-DOCS554854	GLENN POLK AUTOPLEX INC REPAIRS FOR MEDIC	R 8/28/2024	5,458.89		086312		5,458.89
20860	I-ARIV1010170	KSA ENGINEERS MODEL TASK MERIDITH HOMES	R 8/28/2024	2,215.00		086313		2,215.00
08210	I-08101-6494 I-08101-6809 I-08101-6902 I-8101-6762 I-8101-6765	KWIK KAR INSPECTION, AIR/CABIN FILTER INSPECTION FOR B-1 INSPECT TRLR 30-6265 INSPECTION/AIR FILTERS B-2 INSPECTION/AIR FILTER R-1	R 8/28/2024 R 8/28/2024 R 8/28/2024 R 8/28/2024 R 8/28/2024	136.48 25.50 7.00 7.00 7.00		086314 086314 086314 086314 086314		182.98
32640	I-97552718	LLOYD GOSSELINK ROCHELLE & TOW BALLFIELD PERMITTING JUL 24	R 8/28/2024	538.50		086315		538.50
16970	I-S4648712.001	LONGHORN, INC. 3/4" RAINBIRD/MRKNG FLG/HSE SW	R 8/28/2024	123.52		086316		123.52
32430	I-59139266	MODERN LEASING INC. OF IOWA MEDICAL VENDING MACHINE SEP 24	R 8/28/2024	348.42		086317		348.42
08690	C-1959-177028 I-1959-166337 I-1959-168008 I-1959-169727 I-1959-170025	O'REILLY AUTO PARTS CORE RETURN UN10 STRIKER BOLT AAA BATTERIES BRAKE PADS/ROTORS UN03 BRAKE PADS/ROTORS UN18	R 8/28/2024 R 8/28/2024 R 8/28/2024 R 8/28/2024 R 8/28/2024	22.00CR 30.58 8.99 339.92 299.98		086318 086318 086318 086318 086318		657.47

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02970	OFFICE DEPOT							
I-373904308001	OFFICE CHAIR	R	8/28/2024	184.84		086319		
I-378192835001	TAPE	R	8/28/2024	4.59		086319		189.43
13825	PLAYAWAY PRODUCTS LLC							
I-434904	PLAYAWAY & WONDERBOOKS	R	8/28/2024	914.70		086320		914.70
40780	PNK T1 LLC							
I-07/16/2024	0.1508 ACRE WTR/SWR EASEMENT	R	8/28/2024	9,528.00		086321		9,528.00
33820	POWER-D UTILITY SERVICES, LLC							
I-2410	PROFESSIONAL SRVCS AUG 24	R	8/28/2024	14,000.00		086322		14,000.00
1	RACHAEL HOWARD							
I-REFUND 07.27.24	DEPOSIT REFUND	R	8/28/2024	250.00		086323		250.00
37620	RANDY'S OF SANGER, LLC.							
I-5395	REPLACE BRAKE PADS/ROTORS UN03	R	8/28/2024	454.92		086324		
I-5403	REPLACE BRAKE PADS/ROTORS UN18	R	8/28/2024	374.40		086324		
I-5475	REPLACE AC COMPRESSOR UN08	R	8/28/2024	529.90		086324		1,359.22
12820	RICOH USA, INC							
I-5069960856	SRVC CONTRACT AUG 2024	R	8/28/2024	583.40		086325		583.40
25020	SANGER HARDWARE							
C-4010	RETURN WOODCUT BLADE	R	8/28/2024	12.00CR		086326		
I-3784	TUBING CUTTERS	R	8/28/2024	72.97		086326		
I-3804	MRKNG WAND/MRKNG PNT/FLAGS	R	8/28/2024	61.97		086326		
I-3840	STAPLR/STAPLES/BRAD NAILS	R	8/28/2024	43.47		086326		
I-3976	SUN SCREEN	R	8/28/2024	13.99		086326		
I-3977	CHAIN	R	8/28/2024	34.95		086326		
I-3983	FLAG MARK STNDBLU2.5X3.5	R	8/28/2024	13.99		086326		
I-3989	FLEXHOSE	R	8/28/2024	173.97		086326		
I-3991	MARKING PAINT	R	8/28/2024	69.92		086326		
I-3997	PAINT FOR CROSSWALK	R	8/28/2024	59.55		086326		
I-3998	SUPPLIES	R	8/28/2024	665.75		086326		
I-4046	15 NEW KEYS/KEY TAGS/FLUX WIRE	R	8/28/2024	78.83		086326		
I-4052	1/4 COMPRSN UNION/FASTENERS	R	8/28/2024	26.94		086326		
I-4070	SCH40 TUBING/VALVE/TEE	R	8/28/2024	124.93		086326		
I-4075	SCH40 TUBING	R	8/28/2024	24.99		086326		
I-4088	84 CASES WTR/NUT DRIVER	R	8/28/2024	398.91		086326		1,853.13
16240	SCHAD & PULTE							
I-22852	OXYGEN	R	8/28/2024	23.00		086328		23.00

VENDOR SET: 99 City of Sanger
BANK: POOL POOLED CASH ACCOUNT
DATE RANGE: 8/01/2024 THRU 8/31/2024

Item 22.

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
38480	SSCW CORPORATE OFFICE LLC							
I-SANG072024	CAR WASHES JULY 2024	R	8/28/2024	100.00		086329		100.00
29190	STITCHIN' AND MORE CUSTOM GRAP							
I-2866	PARKS DEPT WORK APPAREL	R	8/28/2024	190.00		086330		
I-2867	WORK SHIRTS LMCMANUS	R	8/28/2024	155.00		086330		345.00
31750	UNDERWOOD'S HEATING & AIR							
I-41191169	COMM SRVC CALL 200 ELM ST	R	8/28/2024	130.00		086331		130.00
34220	UNIFIRST CORPORATION							
I-2900104537	MATS - CITY HALL	R	8/28/2024	17.36		086332		
I-2900104538	UNIFORMS	R	8/28/2024	30.84		086332		
I-2900104539	UNIFORMS	R	8/28/2024	20.72		086332		
I-2900104540	UNIFORMS	R	8/28/2024	18.42		086332		
I-2900104541	MATS - P.W.	R	8/28/2024	11.81		086332		99.15
09550	WATER TECH, INC.							
I-146938	12 CHLORINE CYLINDERS	R	8/28/2024	2,460.00		086333		2,460.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	178	1,206,607.90	0.00	1,206,664.30
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	13	269,703.35	0.00	269,703.35
EFT:	35	3,064,652.03	0.00	3,064,652.03
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2 VOID DEBITS	56.40		
	VOID CREDITS	422.84CR	366.44CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 99 BANK: POOL TOTALS:	228	4,541,019.68	0.00	4,541,019.68
BANK: POOL TOTALS:	228	4,541,019.68	0.00	4,541,019.68
REPORT TOTALS:	231	4,622,440.78	0.00	4,622,440.78

SELECTION CRITERIA

VENDOR SET: 99-AP VENDOR SET
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 8/01/2024 THRU 8/31/2024
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

Item 22.



CITY OF SANGER, TEXAS
MONTHLY FINANCIAL AND INVESTMENT
REPORT
FOR THE MONTH ENDING JULY 31, 2024

PREPARED BY THE FINANCE DEPARTMENT

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INTRODUCTION

This is the financial report for the period ending July 30, 2024. Revenues and expenditures reflect activity from October 1, 2022, through July 31, 2024 (80% of the fiscal year).

GENERAL FUND

- The General Fund has collected 98.1% of projected operating revenues.
- All revenue categories are performing within projections.
- Operating expenditures & encumbrances are 90.6% of the annual budget
- All expenditure categories are within projections.

ENTERPRISE FUND

- The Enterprise Fund has collected 84.6% of projected operating revenues.
- All revenue categories are performing within projections.
- Operating expenditures & encumbrances are 74.7% of the annual budget.
- All expenditure categories are within projections.

INTERNAL SERVICE FUND

- The Internal Service Fund has collected 73.9% of projected transfers from the General and Enterprise Funds.
- All revenue categories are performing within projections.
- Operating expenditures & encumbrances are 74.5% of the annual budget.
- All expenditure categories are within projections.

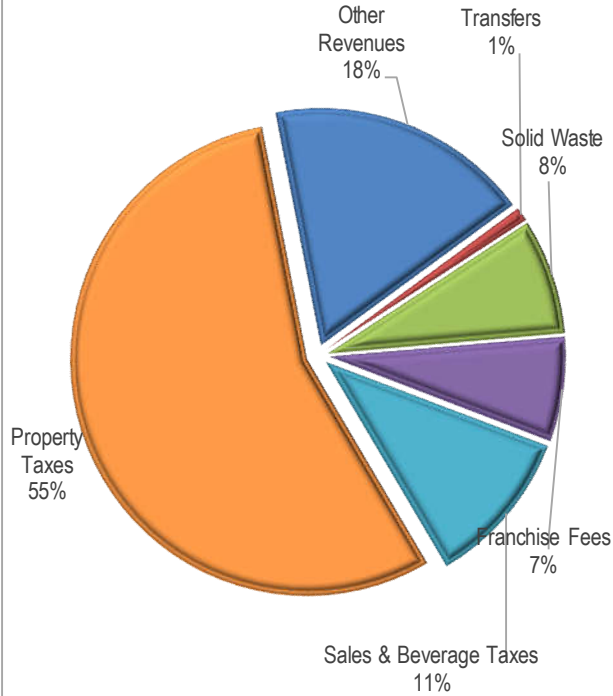
This unaudited report is designed for internal use and does not include all the funds and accounts in the City of Sanger's operations. For a complete report, refer to the City of Sanger Annual Financial Report, available at <https://www.sangertexas.org/177/Financial-Transparency>

GENERAL FUND

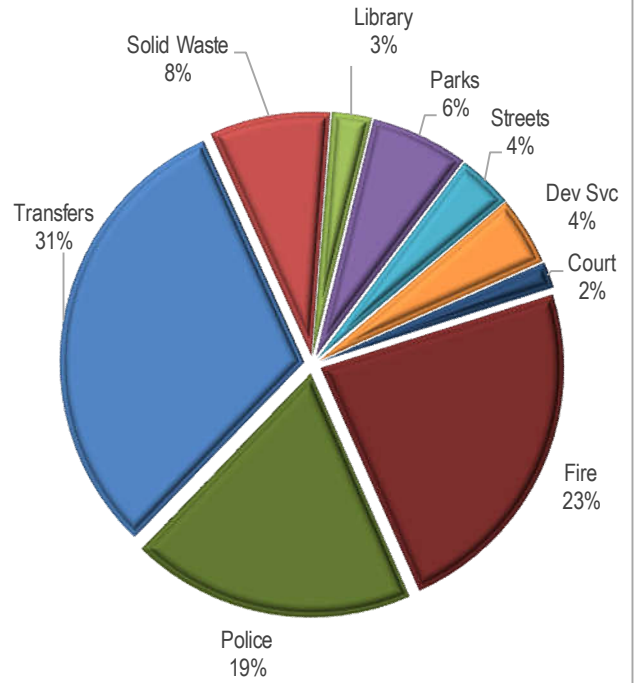
CITY OF SANGER, TEXAS
General Fund
Revenue & Expense Report (Unaudited)
July 31, 2024

	Annual Budget	Year to Date	Encumbered	% of Budget	Budget Balance
Revenues					
Property Taxes	\$ 7,100,392	\$ 7,099,996		100.0%	\$ 396
Sales & Beverage Taxes	1,768,000	1,377,293		77.9%	390,707
Franchise Fees	1,060,095	911,869		86.0%	148,226
Solid Waste	1,364,000	998,117		73.2%	365,883
Licenses & Permits	309,500	536,266		173.3%	(226,766)
Fines & Forfeitures	170,315	140,202		82.3%	30,113
Department Revenues	820,260	1,058,508		129.0%	(238,248)
Interest	200,000	350,213		175.1%	(150,213)
Miscellaneous	119,000	215,291		180.9%	(96,291)
Transfers	146,535	122,113		83.3%	24,422
Total Revenues	\$ 13,058,097	\$ 12,809,868		98.1%	\$ 248,229
Expenditures					
Police	\$ 2,869,256	\$ 2,147,512	\$ 93,943	78.1%	\$ 627,801
Fire	3,364,405	2,412,838	345,524	82.0%	606,043
Municipal Court	267,799	204,978	-	76.5%	62,821
Development Services	841,870	610,584	(70,256)	64.2%	301,542
Streets	933,453	456,312	(22,912)	46.4%	500,053
Parks & Recreation	1,149,073	645,249	118,145	66.4%	385,679
Library	406,403	302,450	1,797	74.9%	102,156
Solid Waste	1,250,000	947,381	-	75.8%	302,619
Transfers	2,020,325	3,683,548	-	182.3%	(1,663,223)
Total Expenditures	\$ 13,102,584	\$ 11,410,852	\$ 466,241	90.6%	\$ 1,225,491
Revenues Over (Under) Expenditures	\$ (44,487)	\$ 1,399,016	\$ (466,241)		\$ (977,262)
Fund Balance - October 1, 2023	18,327,498	18,327,498			
Fund Balance - July 31, 2024	<u>\$ 18,283,011</u>	<u>\$ 19,726,514</u>			

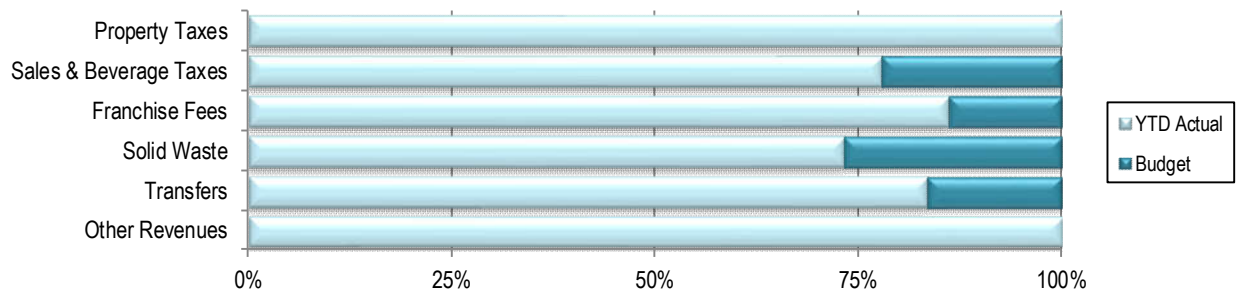
General Fund Revenues



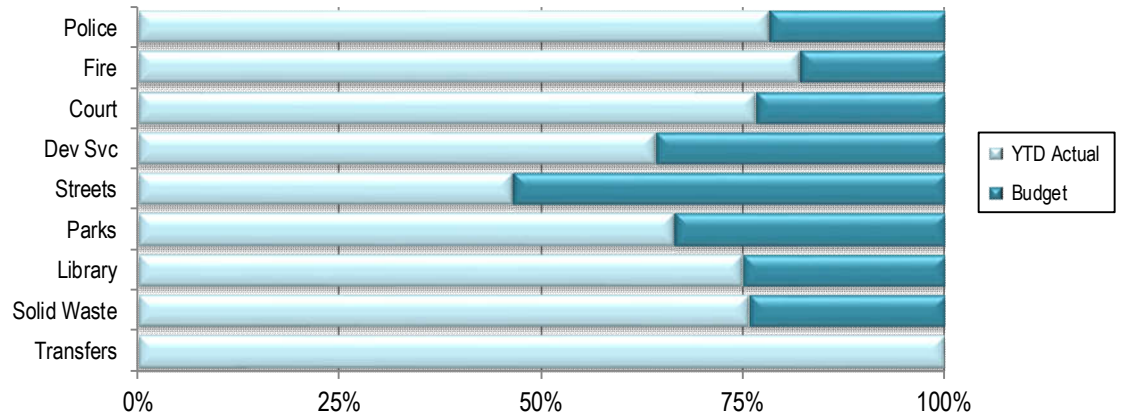
General Fund Expenditures



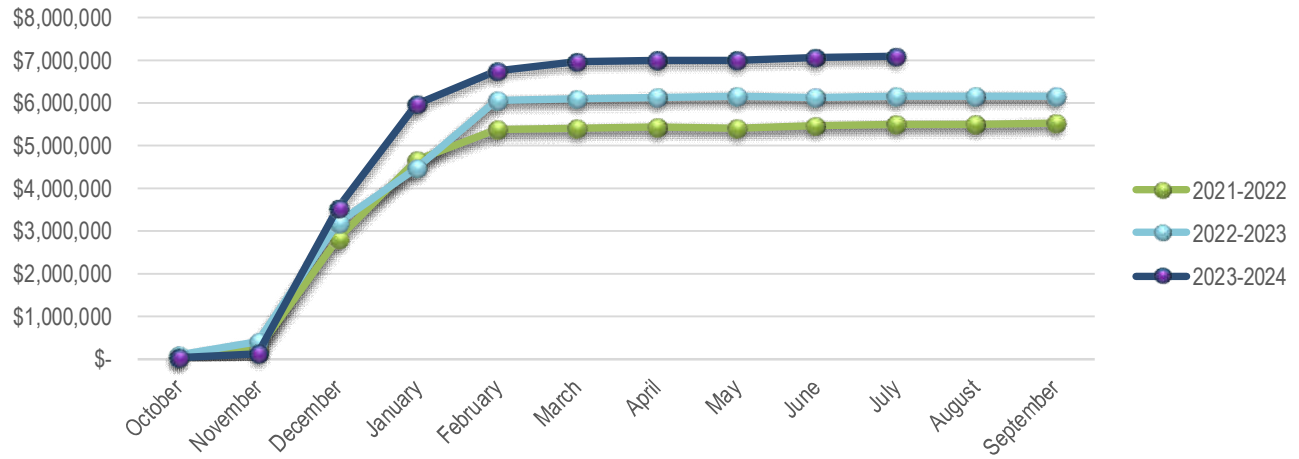
General Fund Revenues: Actual to Budget



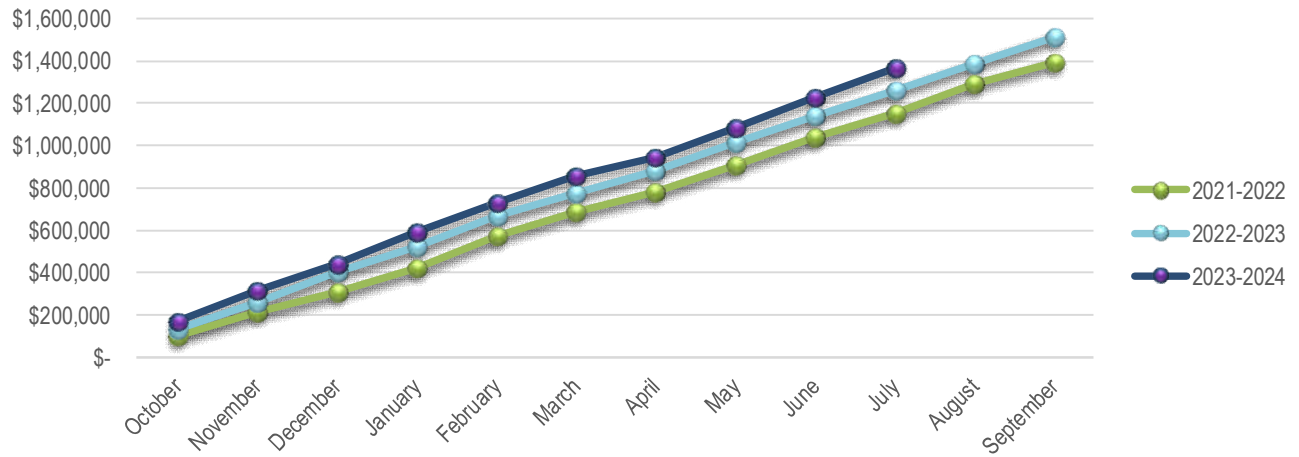
General Fund Expenditures: Actual to Budget



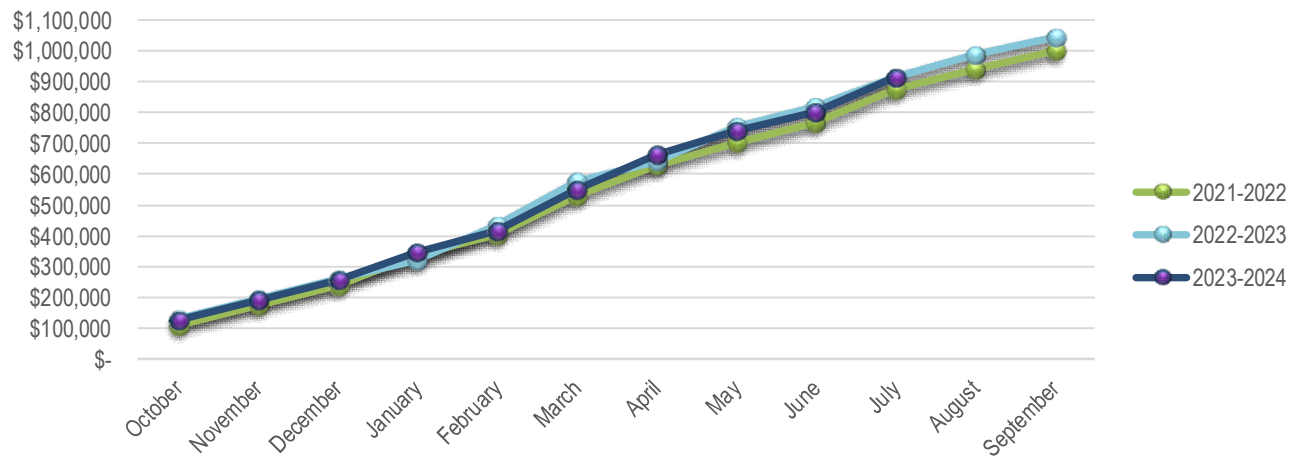
PROPERTY TAX REVENUE



SALES TAX REVENUE



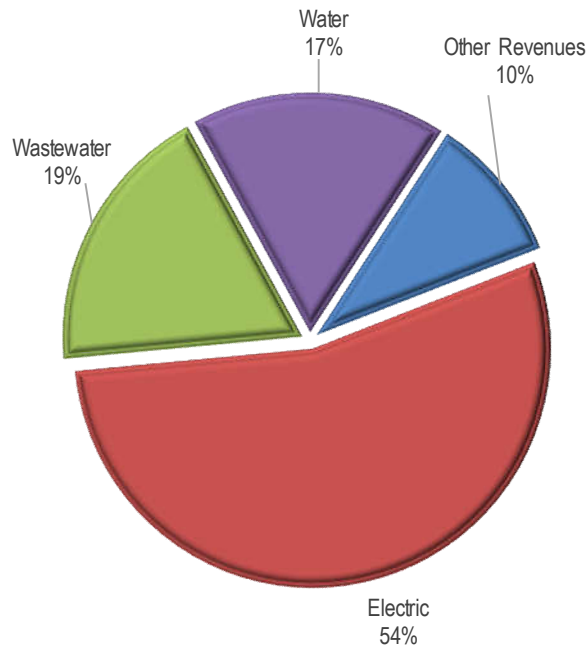
FRANCHISE FEE REVENUE



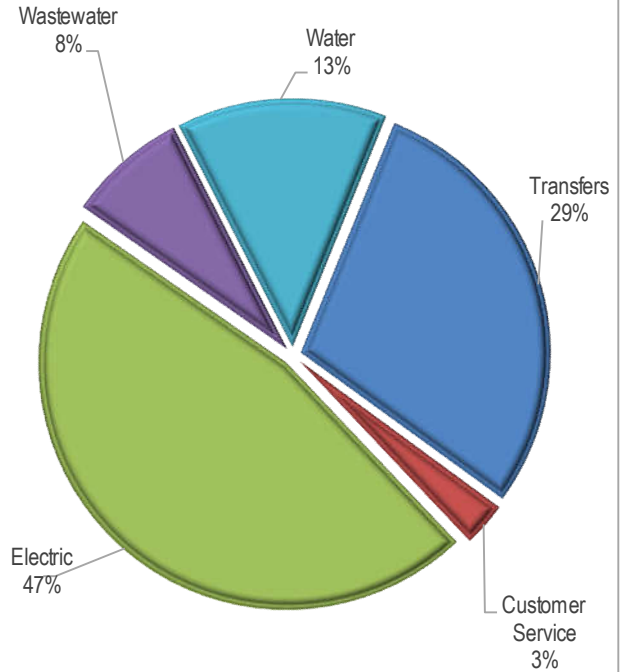
CITY OF SANGER, TEXAS
Enterprise Fund
Revenue & Expense Report (Unaudited)
July 31, 2024

	Annual Budget	Year to Date	Encumbered	% of Budget	Budget Balance
Revenues					
Water	\$ 2,565,619	\$ 2,265,695		88.3%	\$ 299,924
Wastewater	2,955,440	2,451,107		82.9%	504,333
Electric	8,434,353	7,201,486		85.4%	1,232,867
Penalties & Fees	210,000	181,521		86.4%	28,479
Interest	75,000	79,661		106.2%	(4,661)
Miscellaneous	119,000	74,138		62.3%	44,862
Transfers	-	977,000		0.0%	(977,000)
Use of Fund Balance	1,279,913	-		0	1,279,913
Total Revenues	\$ 15,639,325	\$ 13,230,608		84.6%	\$ 2,408,717
Expenditures					
Water	\$ 1,988,233	\$ 1,610,973	\$ (10,877)	80.5%	388,137
Wastewater	1,096,608	961,757	(47,643)	83.4%	182,494
Electric	7,921,671	5,009,485	476,079	69.2%	2,436,107
Customer Service	419,300	337,105	96	80.4%	82,099
Transfers	4,287,487	3,394,298	-	79.2%	893,189
Total Expenditures	15,713,299	11,313,618	417,655	74.7%	3,982,026
Revenues Over (Under) Expenditures	\$ (73,974)	\$ 1,916,990	\$ (417,655)		\$ (1,573,309)
Fund Balance - October 1, 2023	21,054,762	21,054,762			
Fund Balance - July 31, 2024	\$ 21,054,762	\$ 22,971,752			

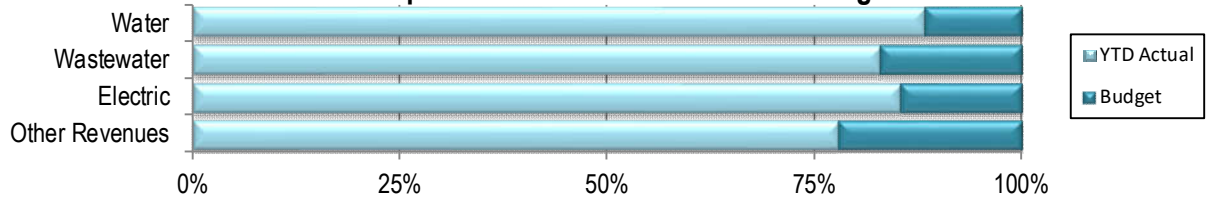
Enterprise Fund Revenues



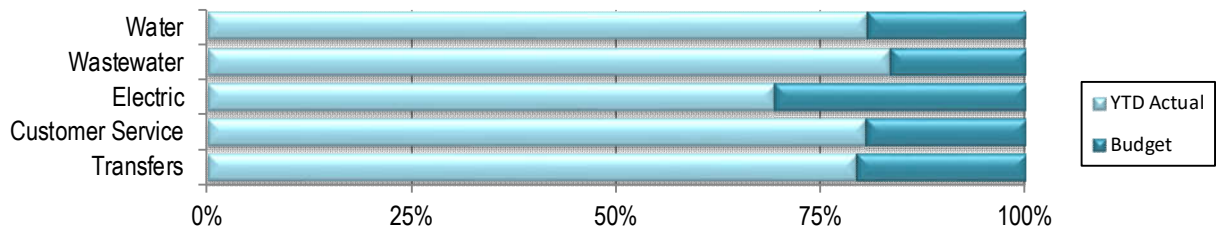
Enterprise Fund Expenditures



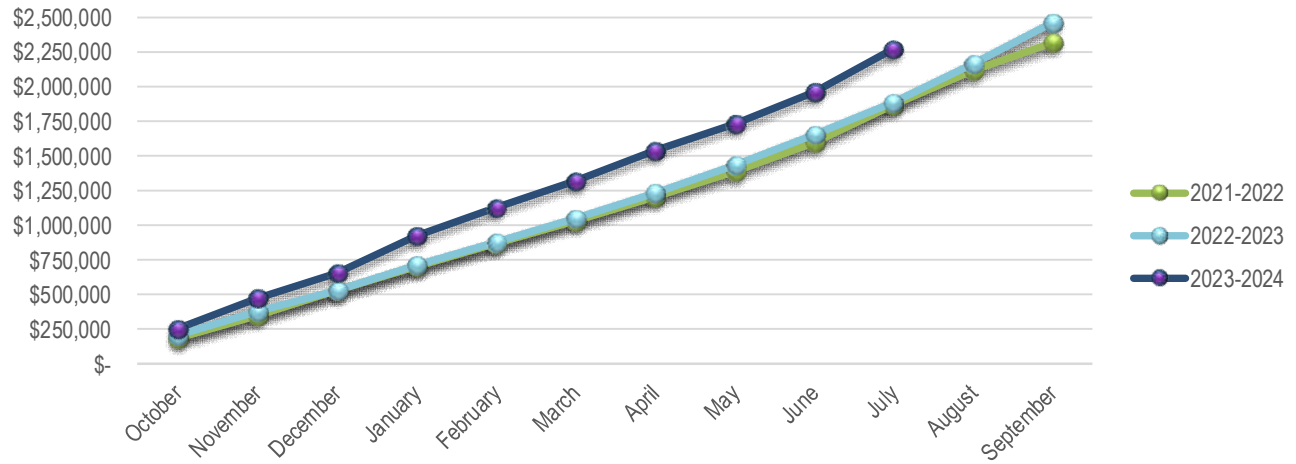
Enterprise Fund Revenues: Actual to Budget



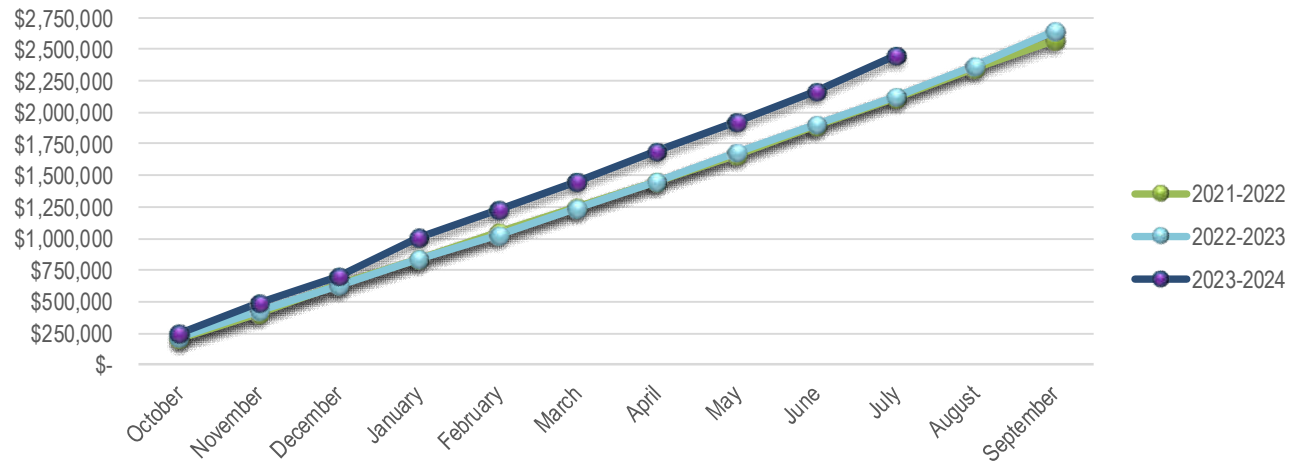
Enterprise Fund Expenditures: Actual to Budget



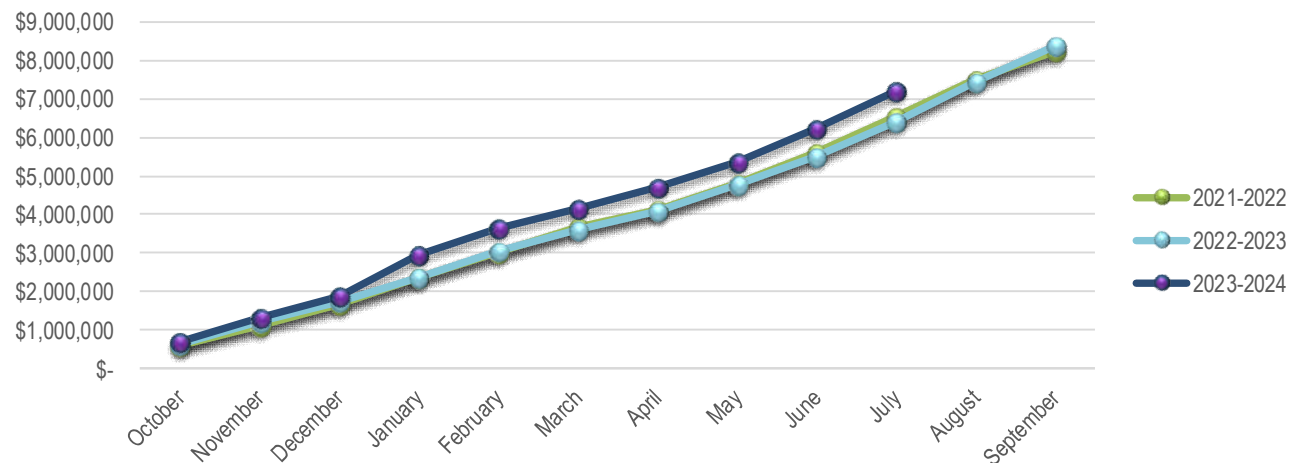
WATER REVENUE



WASTE WATER REVENUE



ELECTRIC REVENUE

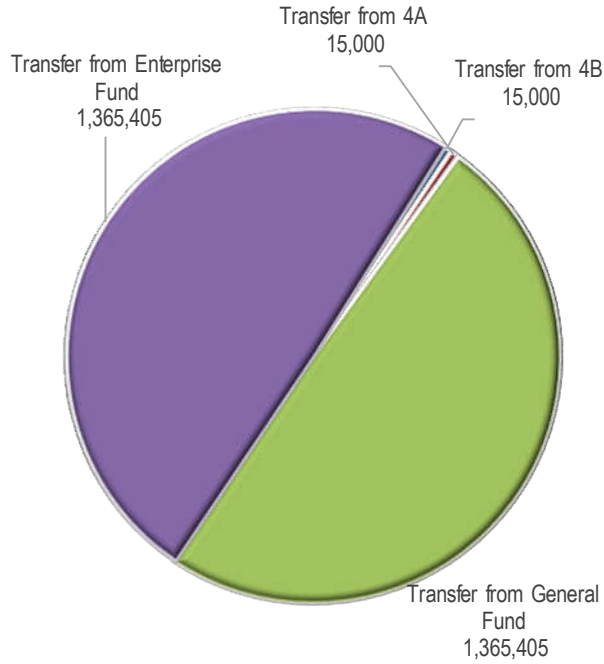


INTERNAL SERVICE FUND

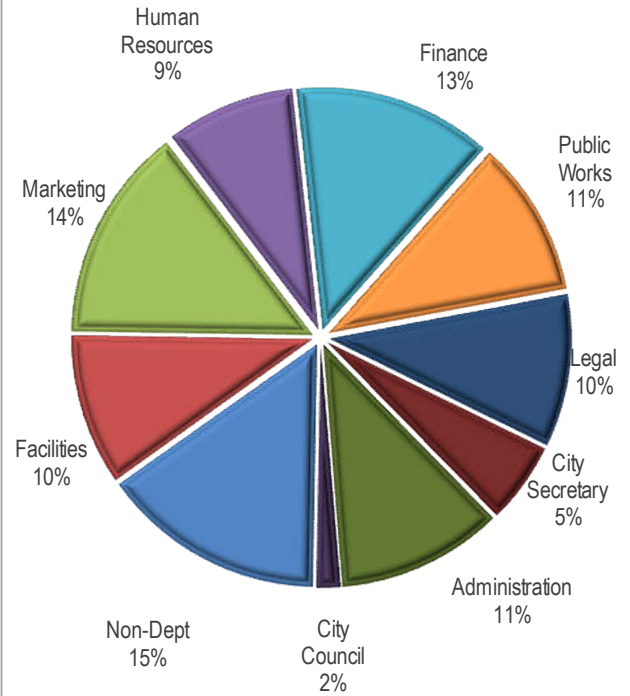
CITY OF SANGER, TEXAS Internal Service Fund Revenue & Expense Report (Unaudited) July 31, 2024

	Annual Budget	Year to Date	Encumbered	% of Budget	Budget Balance
Revenues					
Transfer from Enterprise Fund	\$ 1,852,815	\$ 1,365,405		73.7%	\$ 487,410
Transfer from General Fund	1,852,815	1,365,405		73.7%	\$ 487,410
Transfer from 4A	15,000	15,000		100.0%	\$ -
Transfer from 4B	15,000	15,000		100.0%	-
Total Revenues	3,735,630	2,760,810		73.9%	974,820
Operating Expenditures					
City Council	\$ 59,950	\$ 37,276	\$ 5,601	71.5%	\$ 17,073
Administration	457,090	310,093	(1,153)	67.6%	148,150
City Secretary	235,480	152,460	(776)	64.4%	83,796
Legal	319,010	284,200	-	89.1%	34,810
Public Works	346,570	251,055	41,389	84.4%	54,126
Finance	497,950	381,463	(9,885)	74.6%	126,372
Human Resources	316,740	236,626	4,620	76.2%	75,494
Marketing	496,809	402,821	(1,460)	80.8%	95,448
Facilities	353,290	302,595	(22,866)	79.2%	73,561
Non-Departmental	665,300	402,221	14,641	62.7%	248,438
Total Expenditures	3,748,189	2,760,810	30,111	74.5%	957,268
Revenues Over (Under) Expenditures	\$ (12,559)	\$ -	\$ (30,111)		\$ 17,552
Fund Balance - October 1, 2023	100,205	100,205			
Fund Balance - July 31, 2024	\$ 87,646	\$ 100,205			

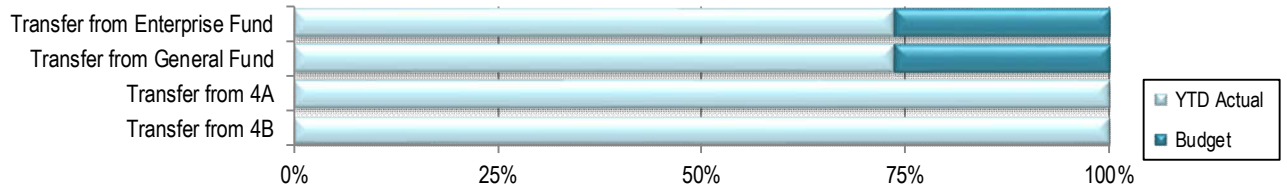
Internal Service Fund Revenues



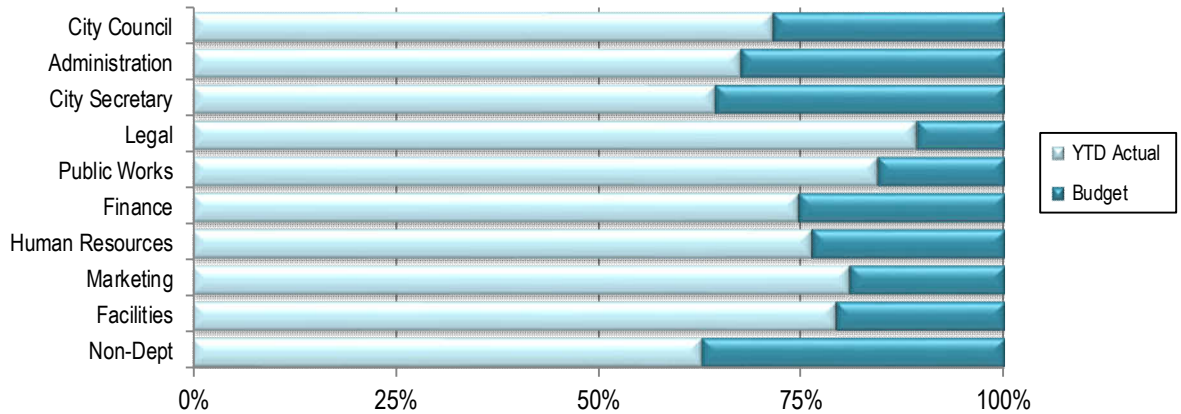
Internal Service Fund Expenditures



Internal Service Fund Revenues: Actual to Budget



Internal Service Fund Expenditures: Actual to Budget

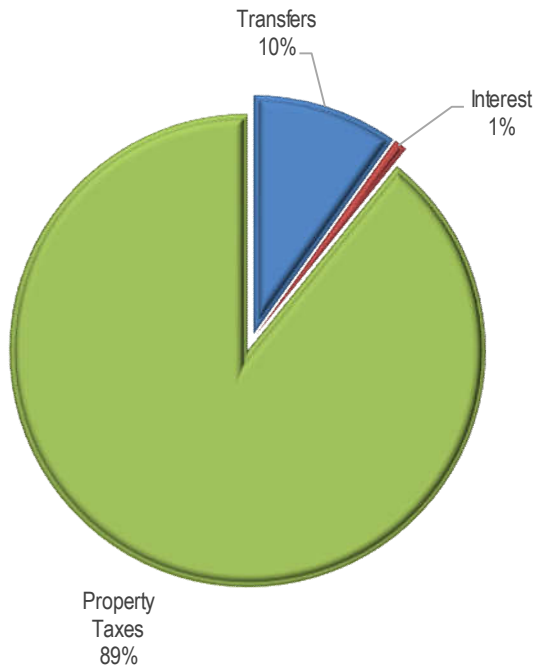


DEBT SERVICE FUND

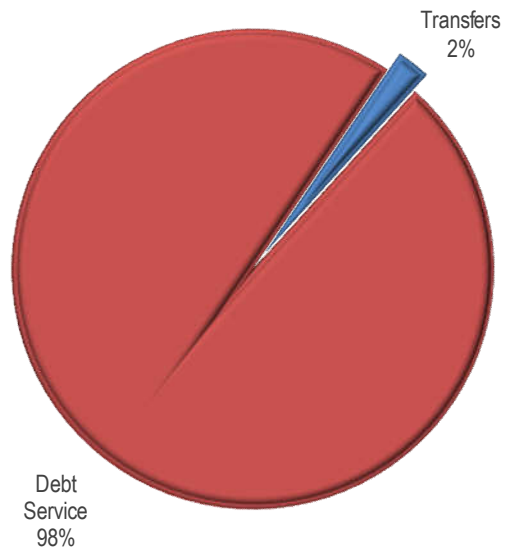
CITY OF SANGER, TEXAS
Debt Service Fund
Revenue & Expense Report (Unaudited)
July 31, 2024

	Annual Budget	Year to Date	Encumbered	% of Budget	Budget Balance
Revenues					
Property Taxes	\$ 1,664,441	\$ 1,629,328		97.9%	\$ 35,113
Interest	25,000	16,701		66.8%	8,299
Transfers	180,000	180,000		100.0%	-
Total Revenues	\$ 1,869,441	\$ 1,826,029		97.7%	\$ 43,412
Operating Expenditures					
Debt Service	1,849,247	1,848,745	-	100.0%	502
Transfers	51,535	42,946	-	83.3%	8,589
Total Expenditures	1,900,782	1,891,691	-	99.5%	9,091
Revenues Over (Under) Expenditures	\$ (31,341)	\$ (65,662)	\$ -		\$ 34,321
Fund Balance - October 1, 2023	402,464	402,464			
Fund Balance - July 31, 2024	\$ 371,123	\$ 336,802			

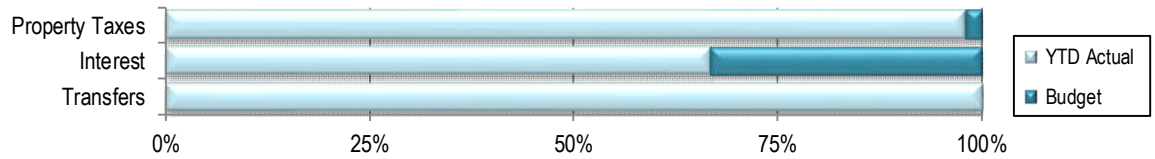
Debt Service Fund Revenues



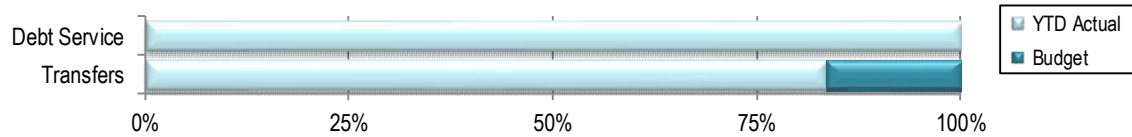
Debt Service Fund Expenditures



Debt Service Fund Revenues: Actual to Budget



Debt Service Fund Expenditures: Actual to Budget

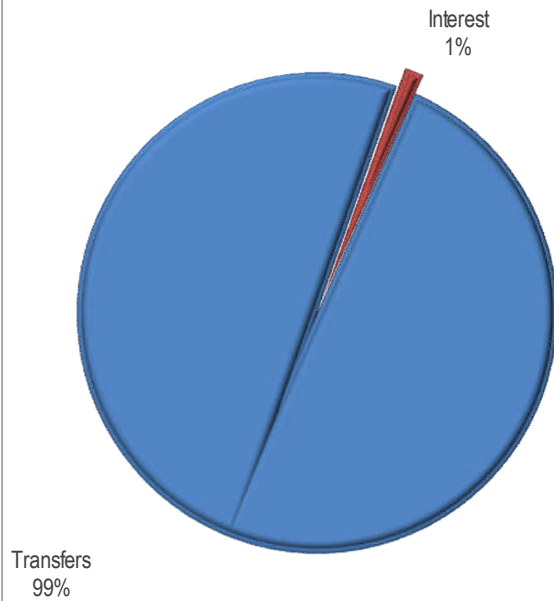


ENTERPRISE DEBT SERVICE FUND

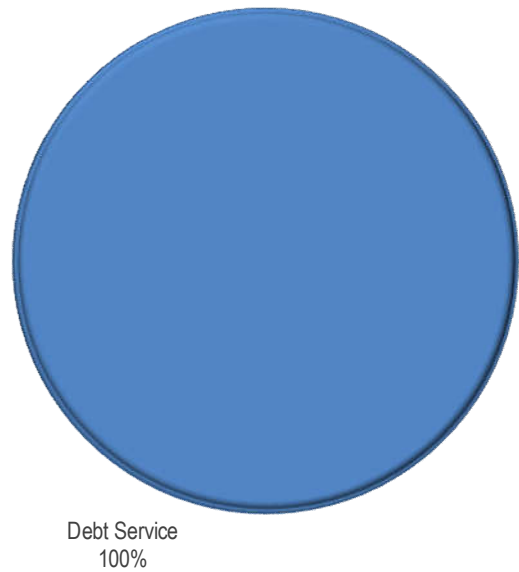
CITY OF SANGER, TEXAS
Enterprise Debt Service Fund
Revenue & Expense Report (Unaudited)
July 31, 2024

	Annual Budget	Year to Date	Encumbered	% of Budget	Budget Balance
Revenues					
Interest	\$ 25,000	\$ 25,368		0.0%	(368)
Transfers	2,339,672	1,949,727		83.3%	389,945
Total Revenues	2,364,672	1,975,095		1.1%	389,577
Operating Expenditures					
Debt Service	2,364,672	2,363,922	-	100%	750
Transfers	-	977,000	-	0.0%	(977,000)
Total Expenditures	2,364,672	3,340,922	-	141.3%	(976,250)
Revenues Over (Under) Expenditures	\$ -	\$ (1,365,827)	\$ -		\$ 1,365,827
Fund Balance - October 1, 2023	1,291,409	1,291,409			
Fund Balance - July 31, 2024	\$ 1,291,409	\$ (74,418)			

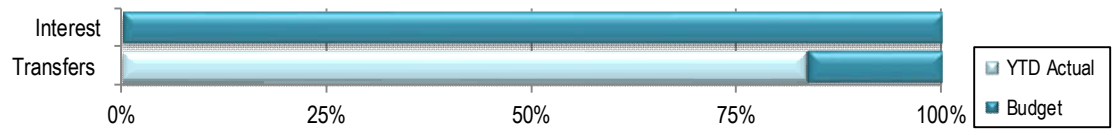
Enterprise Debt Service Fund Revenues



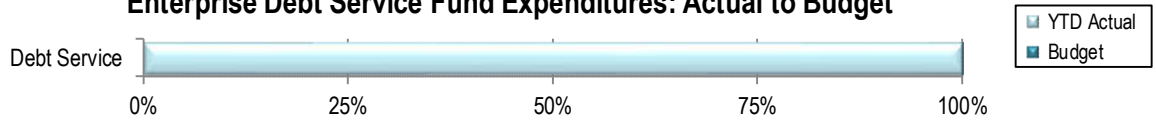
Enterprise Debt Service Fund Expenditures



Enterprise Debt Service Fund Revenues: Actual to Budget



Enterprise Debt Service Fund Expenditures: Actual to Budget

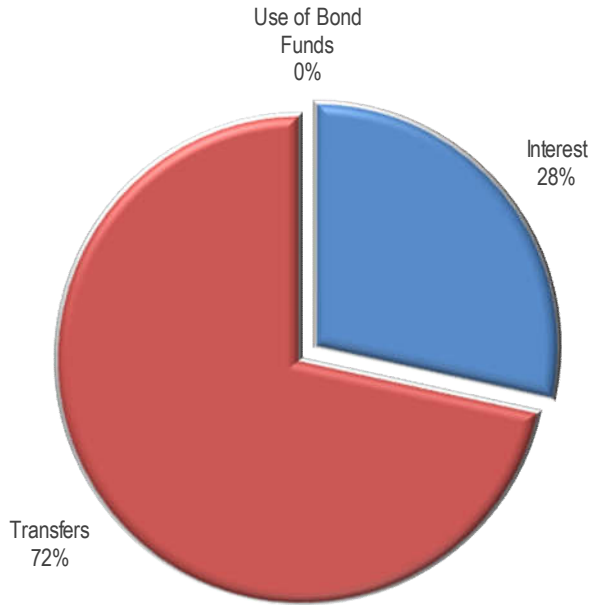


CAPITAL PROJECTS FUND

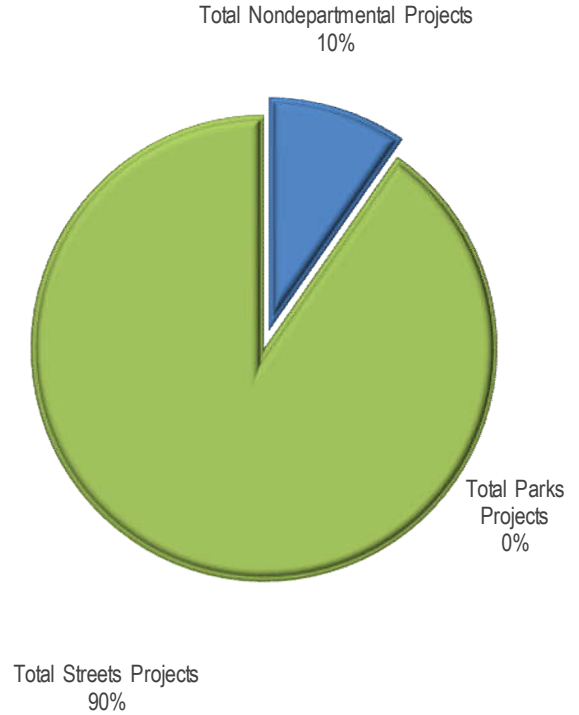
CITY OF SANGER, TEXAS Capital Projects Fund Revenue & Expense Report (Unaudited) July 31, 2024

	Annual Budget	Year to Date	Encumbered	% of Budget	Budget Balance
Revenues					
Interest	\$ 50,000	\$ 55,479		111.0%	(5,479)
Transfers	167,510	139,592		83.3%	27,918
Use of Bond Funds	3,000,000	-		0.0%	3,000,000
Total Revenues	3,217,510	195,071		6.1%	3,022,439
Operating Expenditures					
2023-24 Street Rehab	362,401	-	-	0.0%	362,401
Street/Utility Maintenance Program	425,000	138,585	(34,942)	24.4%	321,357
Marion Road - Arterial	750,000	-	-	0.0%	750,000
I-35 Aesthetics	2,500,000	42,500	(10,500)	1.3%	2,468,000
<i>Total Streets Projects</i>	<i>4,037,401</i>	<i>181,085</i>	<i>(45,442)</i>	<i>3.4%</i>	<i>3,901,758</i>
Porter Park Phase II	300,000	-	-	0.0%	300,000
Senior Center Improvements	500,000	-	-	0.0%	500,000
<i>Total Parks Projects</i>	<i>800,000</i>	<i>-</i>	<i>-</i>	<i>0.0%</i>	<i>800,000</i>
Riley Property Purchase	-	7,676	-	0.0%	(7,676)
Building Improvements	-	369,322	(362,491)	0.0%	(6,831)
Joint Public Safety Facility	800,000	-	-	0.0%	800,000
<i>Total Nondepartmental Projects</i>	<i>800,000</i>	<i>376,998</i>	<i>(362,491)</i>	<i>1.8%</i>	<i>785,493</i>
Total Expenditures	5,637,401	558,083	(407,933)	2.7%	5,487,251
Revenues Over (Under) Expenditures	\$ (2,419,891)	\$ (363,012)	\$ 407,933		\$ (2,464,812)
Fund Balance - October 1, 2023	4,511,638	4,511,638			
July 31, 2024	\$ 2,091,747	\$ 4,148,626			

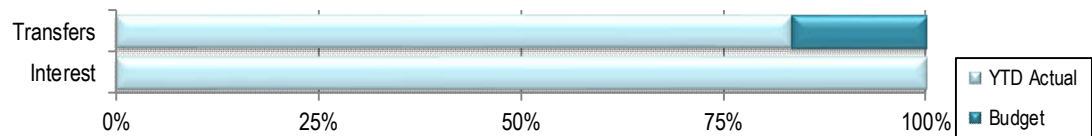
Capital Projects Fund Revenues



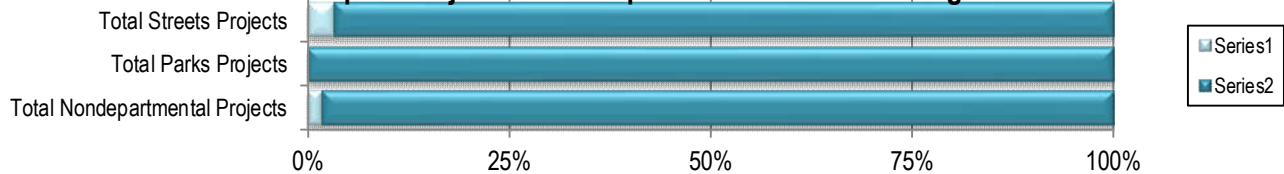
Capital Projects Fund Expenditures



Capital Projects Fund Revenues: Actual to Budget



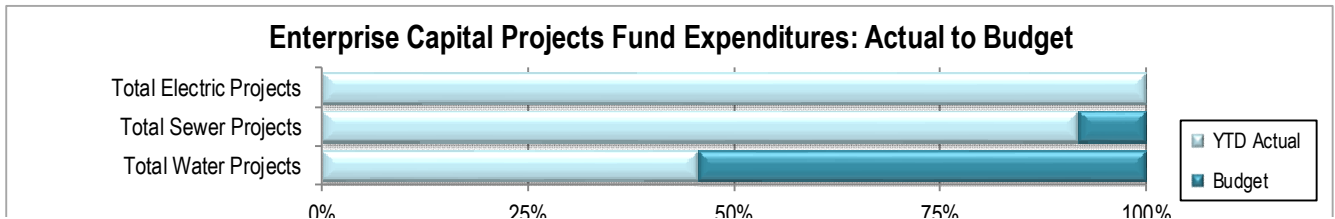
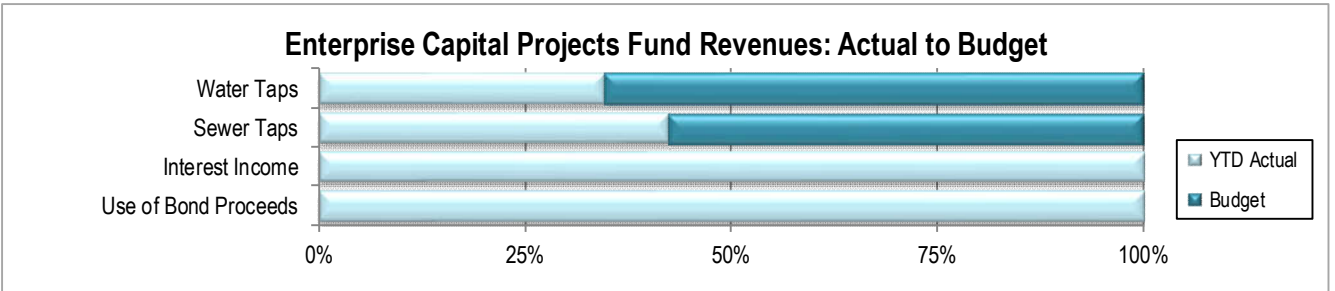
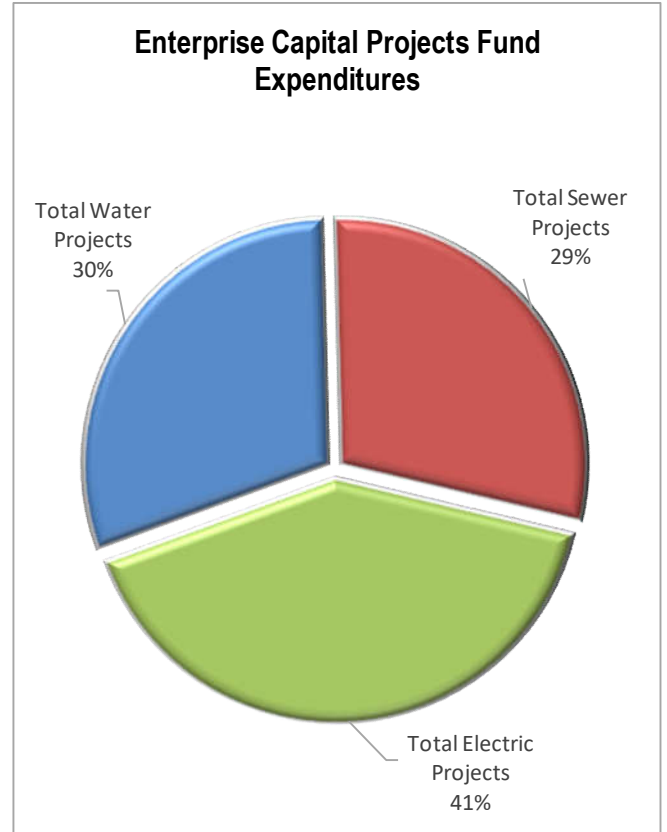
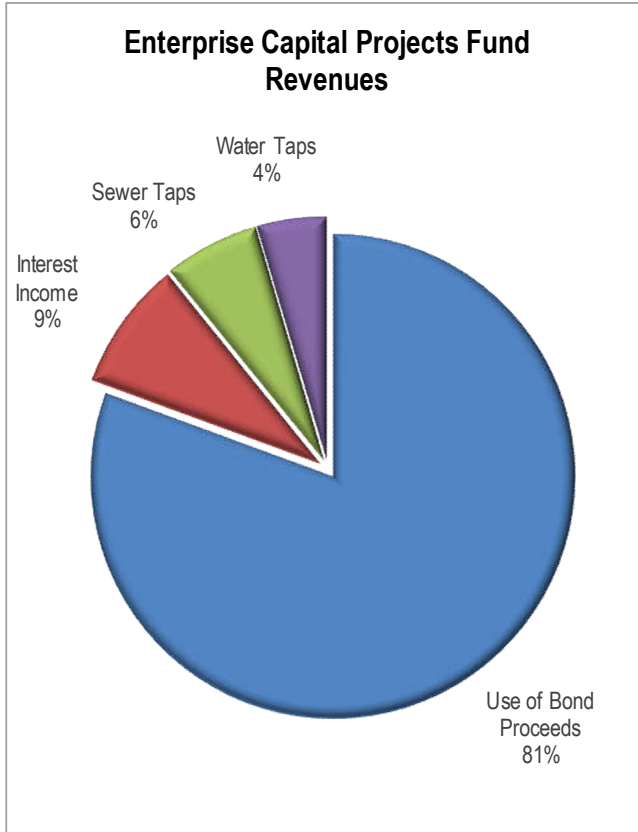
Capital Projects Fund Expenditures: Actual to Budget



ENTERPRISE CAPITAL PROJECTS FUND

CITY OF SANGER, TEXAS Enterprise Capital Projects Fund Revenue & Expense Report (Unaudited) July 31, 2024

	Annual Budget	Year to Date	Encumbered	% of Budget	Budget Balance
Revenues					
Water Taps	\$ 350,000	\$ 121,700		34.8%	\$ 228,300
Sewer Taps	400,000	170,050		42.5%	229,950
Interest	150,000	232,861		155.2%	(82,861)
State Reimbursements	3,500,000	-		0.0%	3,500,000
Use of Bond Proceeds	8,270,903	-		0.0%	8,270,903
Transfers	-	2,178,551		0.0%	(2,178,551)
Total Revenues	\$ 12,670,903	\$ 2,703,162		1.3%	\$ 9,967,741
Operating Expenditures					
Water: System Improvements	1,200,000	460,353	(482,840)	-1.9%	1,222,487
Water: FM 455 Relocation	-	5,966	(5,966)	0.0%	-
Water: I-35 Relocation	3,597,732	1,241,456	2,248,218	97.0%	108,058
Automated Metering System	3,200,000	2,376,150	(2,197,472)	5.6%	3,021,322
<i>Total Water Projects</i>	<i>7,997,732</i>	<i>4,083,925</i>	<i>(438,060)</i>	<i>45.6%</i>	<i>4,351,867</i>
Sewer: System Improvements	335,000	-	-	0.0%	335,000
Sewer: FM 455 Relocation	-	5,966	(5,966)	0.0%	-
Sewer: I-35 Relocation	2,825,178	1,241,456	2,248,218	123.5%	(664,496)
Sewer: Keaton Road Sewer	320,000	-	-	0.0%	320,000
Sewer: MUD12 Feasibility Study	-	20,642	7,174	0.0%	(27,816)
Sewer: Fifth Street Rehab	350,000	-	-	0.0%	350,000
<i>Total Sewer Projects</i>	<i>3,830,178</i>	<i>1,268,064</i>	<i>2,249,426</i>	<i>91.8%</i>	<i>312,688</i>
Electric: System Improvements	350,000	-	-	0.0%	350,000
Electric: FM 455 Relocation	-	136,180	(120,095)	0.0%	(16,085)
Electric: I-35 Relocation	3,500,000	2,772,608	2,139,405	140.3%	(1,412,013)
<i>Total Electric Projects</i>	<i>3,850,000</i>	<i>2,908,788</i>	<i>2,019,310</i>	<i>128.0%</i>	<i>(1,078,098)</i>
Total Expenditures	15,677,910	8,260,777	3,830,676	77.1%	3,586,457
Revenues Over (Under) Expenditures	\$ (3,007,007)	\$ (5,557,615)	\$ (3,830,676)		\$ 6,381,284
Fund Balance - October 1, 2023	1,291,409	1,291,409			
Fund Balance - July 31, 2024	\$ (1,715,598)	\$ (4,266,206)			

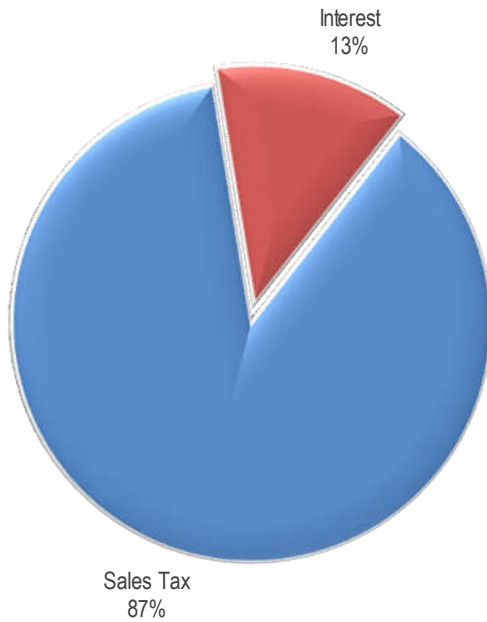


4A FUND

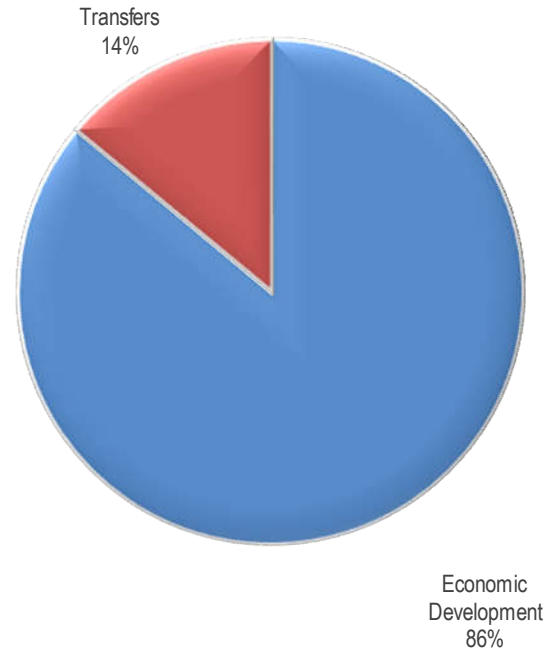
CITY OF SANGER, TEXAS
4A Fund
Revenue & Expense Report (Unaudited)
July 31, 2024

	Annual Budget	Year to Date	Encumbered	% of Budget	Budget Balance
Revenues					
Sales Tax	\$ 875,000	\$ 682,319		78.0%	\$ 192,681
Interest	40,000	102,928		257.3%	(62,928)
Total Revenues	\$ 915,000	\$ 785,247		85.8%	\$ 129,753
Operating Expenditures					
Economic Development	\$ 174,625	\$ 88,053	\$ 4,625	53.1%	\$ 81,947
Transfers	15,000	15,000	-	100.0%	-
Total Expenditures	189,625	103,053	4,625	56.8%	81,947
Revenues Over (Under) Expenditures	\$ 725,375	\$ 682,194	\$ (4,625)		\$ 47,806
Fund Balance - October 1, 2023	4,479,156	4,479,156			
Fund Balance - July 31, 2024	\$ 5,204,531	\$ 5,161,350			

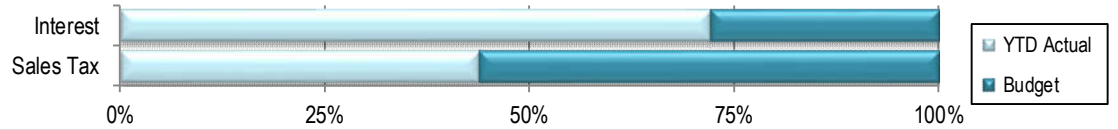
4A Fund Revenues



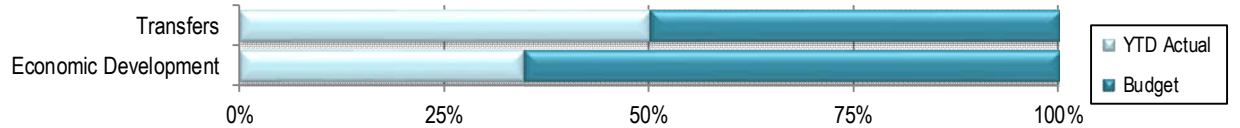
4A Fund Expenditures



4A Fund Revenues: Actual to Budget



4A Fund Expenditures: Actual to Budget

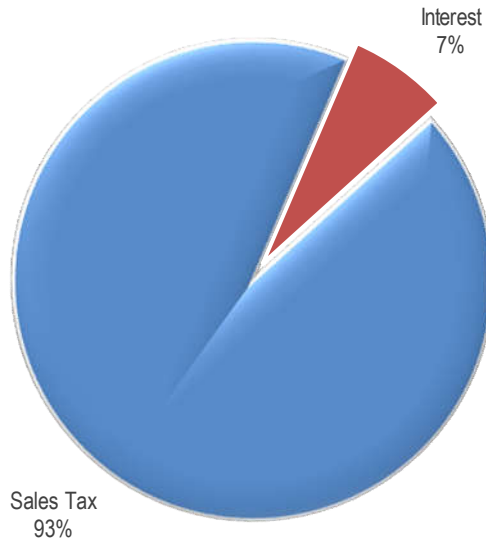


4B FUND

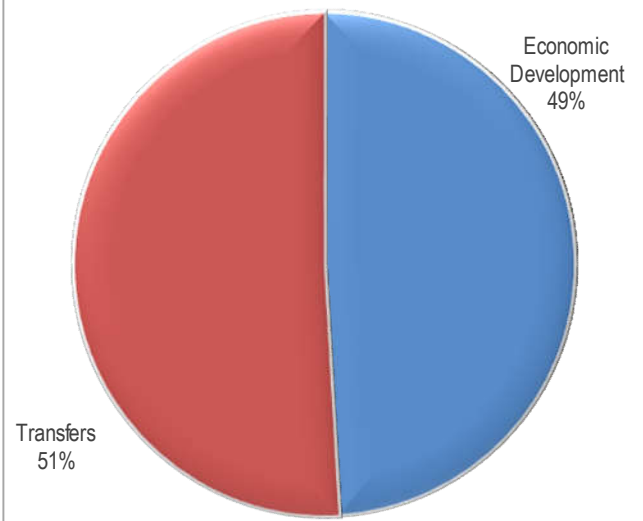
CITY OF SANGER, TEXAS
4B Fund
Revenue & Expense Report (Unaudited)
July 31, 2024

	Annual Budget	Year to Date	Encumbered	% of Budget	Budget Balance
Revenues					
Sales Tax	\$ 875,000	\$ 682,319		78.0%	\$ 192,681
Interest	35,000	50,366		143.9%	(15,366)
Total Revenues	\$ 910,000	\$ 732,685		80.5%	\$ 177,315
Operating Expenditures					
Economic Development	\$ 362,625	\$ 224,350	\$ (36,408)	51.8%	\$ 174,683
Transfers	195,000	195,000	-	100.0%	-
Total Expenditures	557,625	419,350	(36,408)	68.7%	174,683
Revenues Over (Under) Expenditures	\$ 352,375	\$ 313,335	\$ 36,408		\$ 2,632
Fund Balance - October 1, 2023	2,817,046	2,817,046			
Fund Balance - July 31, 2024	\$ 3,169,421	\$ 3,130,381			

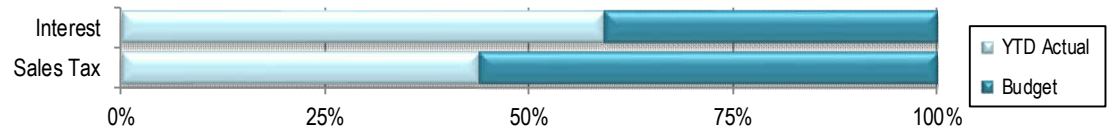
4B Fund Revenues



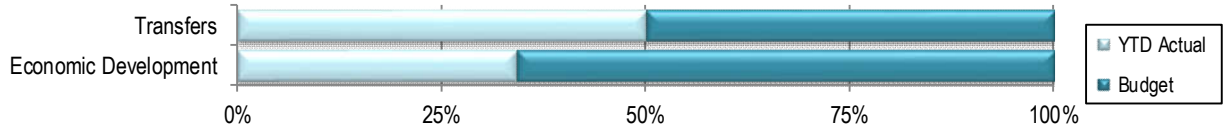
4B Fund Expenditures



4B Fund Revenues: Actual to Budget



4B Fund Expenditures: Actual to Budget



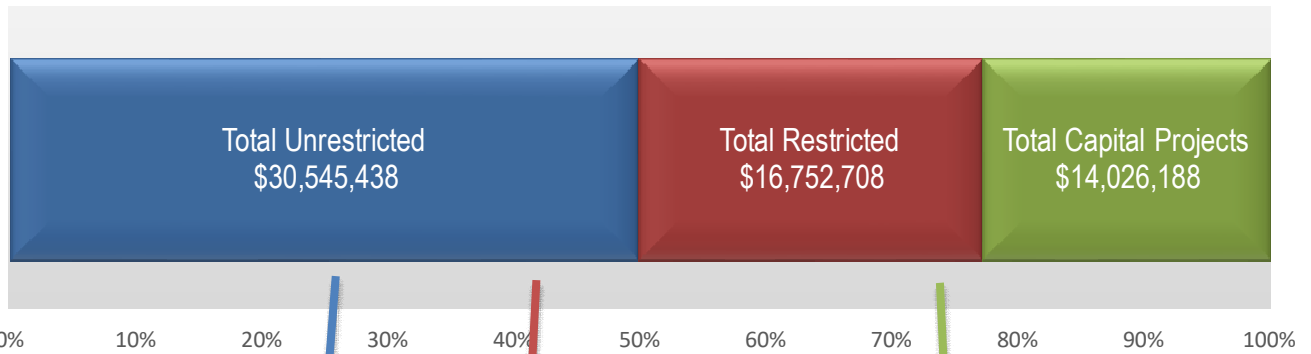
CASH AND INVESTMENTS REPORT

CITY OF SANGER, TEXAS TOTAL CASH AND INVESTMENTS July 31, 2024

Name	General	Enterprise	Debt Service	Capital Projects	Total
UNRESTRICTED					
Cash for Operations	\$ 19,112,944	\$ 3,338,465	\$ -	\$ -	\$ 22,451,409
Contingency Reserves for Operations	7,000,090	1,093,939	-	-	8,094,029
TOTAL UNRESTRICTED	\$ 26,113,034	\$ 4,432,404	\$ -	\$ -	\$ 30,545,438
RESTRICTED					
Debt Service	\$ -	\$ 344,278	\$ 1,867,463	\$ -	\$ 2,211,741
Water Deposits	-	487,577	-	-	487,577
Equipment Replacement	10,289,617	153,574	-	-	10,443,191
Electric Storm Recovery	-	1,273,862	-	-	1,273,862
A R P Funds Cash	139	-	-	-	139
Hotel Occupancy Tax	281,336	-	-	-	281,336
Grant Funds	125,645	-	-	-	125,645
Keep Sanger Beautiful (KSB)	5,656	-	-	-	5,656
Library	101,277	-	-	-	101,277
Parkland Dedication	106,893	-	-	-	106,893
Roadway Impact	1,563,291	-	-	-	1,563,291
Court Security	19,489	-	-	-	19,489
Court Technology	1,681	-	-	-	1,681
Child Safety Fee	86,400	-	-	-	86,400
Forfeited Property	3,590	-	-	-	3,590
Donations	40,940	-	-	-	40,940
TOTAL RESTRICTED	\$ 12,625,954	\$ 2,259,291	\$ 1,867,463	\$ -	\$ 16,752,708
CAPITAL PROJECTS					
General Capital Projects	\$ -	\$ -	\$ -	\$ 2,321,011	\$ 2,321,011
Enterprise Capital Projects	-	-	-	11,705,177	11,705,177
TOTAL CAPITAL PROJECTS	\$ -	\$ -	\$ -	\$ 14,026,188	\$ 14,026,188
TOTAL CASH AND INVESTMENTS	\$ 38,738,988	\$ 6,691,695	\$ 1,867,463	\$ 14,026,188	\$ 61,324,334

These totals do not include the 4A Corporation and 4B Corporation, which are presented on page 29.

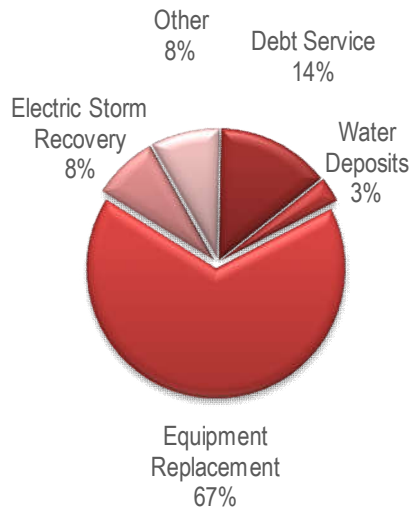
TOTAL CASH & INVESTMENTS



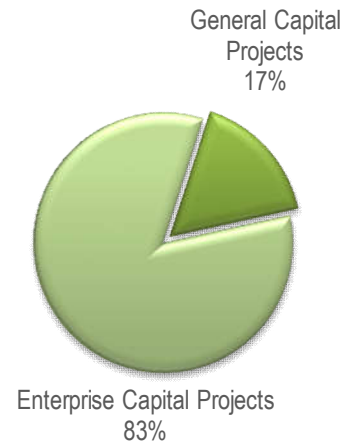
Unrestricted



Restricted



Capital Projects



GENERAL FUND
CASH AND INVESTMENTS
July 31, 2024

Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
Pooled Cash	001-00-1000		0.05%	\$ 18,793,345	\$ 18,734,902
Employee Benefits Cash	110-00-1000		0.20%	3,252	3,931
Employee Benefits MM	110-00-1010		0.20%	140,462	137,024
Internal Service Fund	180-00-1000		0.05%	318,284	237,087
OPERATING ACCOUNTS				\$ 19,255,343	\$ 19,112,944
GF Contingency Reserve MM 2487969	001-00-1031		0.20%	\$ 649,721	\$ 6,551,563
GF Contingency Reserve CD Prosperity	001-00-1039	4/26/2025	0.55%	225,015	225,015
GF Contingency Reserve CD 674907	001-00-1043	7/13/2024	0.45%	222,794	223,512
CONTINGENCY RESERVE				\$ 1,097,530	\$ 7,000,090
* GF Equipment Replacement MM 2376237	001-00-1032		0.20%	\$ 197,698	\$ 199,194
* GF Equipment Replacement CD 719706	001-00-1033	7/6/2024	0.45%	\$ 66,953	\$ 67,168
* General Storm Recovery Pooled Cash	201-00-1000		0.05%	1,020,506	10,023,255
EQUIPMENT REPLACEMENT RESERVES				\$ 1,285,157	\$ 10,289,617
* A R P Funds Cash	001-00-1034			\$ 77,501	\$ 139
* Hotel Occupancy Tax	050-00-1000			254,498	281,336
* Police Grant Fund	320-00-1000			4,880	4,893
* Fire Grant Fund	324-00-1000			120,414	120,738
* Library Grant Fund	342-00-1000			14	14
* Beautification Board - KSB	432-00-1000			5,641	5,656
* Library Restricted for Building Expansion	442-00-1000			47,167	47,294
* Library Building Expansion CD 702994	442-00-1035	1/22/2025	0.45%	53,810	53,983
* Parkland Dedication Fund	450-00-1000			106,606	106,893
* Roadway Impact Fee Fund	451-00-1000			1,559,092	1,563,291
* Court Security Restricted Fund	470-00-1000			19,143	19,489
* Court Technology Restricted Fund	471-00-1000			1,433	1,681
* Child Safety Fee Fund	475-00-1000			86,168	86,400
* Forfeited Property Fund	480-00-1000			1,780	3,590
* Police Donations	620-00-1000			282	283
* Fire Donations	624-00-1000			18,973	19,024
* Banner Account for Parks	632-00-1000			14,099	14,137
* Library Donations	642-00-1000			7,426	7,496
OTHER				\$ 2,378,927	\$ 2,336,337
TOTAL CASH AND INVESTMENTS				\$ 24,016,957	\$ 38,738,988
TOTAL UNRESTRICTED				\$ 20,352,873	\$ 26,113,034

*Restricted Funds

**ENTERPRISE FUND
CASH AND INVESTMENTS
July 31, 2024**

Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
Pooled Cash	008-00-1010		0.05%	\$ 3,009,098	\$ 3,338,465
OPERATING ACCOUNTS				\$ 3,009,098	\$ 3,338,465
* Pooled Cash	008-00-1010		0.05%	\$ 200,624	\$ 187,577
* Water Deposit CD 2375850	008-00-1041	1/3/2025	0.45%	300,000	300,000
WATER DEPOSIT REFUND ACCOUNTS				\$ 500,624	\$ 487,577
* Combined EF Debt Service MM 2376113	008-00-1039		0.20%	342,420	344,278
BOND FUNDS				\$ 342,420	\$ 344,278
EF Contingency Reserve MM 2809753	008-00-1012		0.20%	\$ 648,115	\$ 649,953
EF Contingency Reserve CD 787860	008-00-1014	2/14/2025	0.45%	331,135	332,572
EF Reserve CD 642541	008-00-1040	9/25/2024	0.45%	111,414	111,414
CONTINGENCY RESERVES				\$ 1,090,664	\$ 1,093,939
* EF Storm Recovery MM	208-00-1033		0.20%	\$ 1,270,261	\$ 1,273,862
* EF Equipment Replacement MM 2376202	008-00-1034		0.20%	152,392	153,574
OTHER				\$ 1,422,653	\$ 1,427,436
TOTAL CASH AND INVESTMENTS				\$ 6,365,459	\$ 6,691,695
TOTAL UNRESTRICTED				\$ 4,099,762	\$ 4,432,404

*Restricted Funds

**DEBT SERVICE & CAPITAL PROJECTS
CASH AND INVESTMENTS
July 31, 2024**

DEBT SERVICE FUND

Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
* Pooled Cash	003-00-1000		0.05%	\$ 1,095,294	\$ 274,040
* DSF Money Market 2376105	003-00-1010		0.20%	62,423	62,742
TOTAL RESTRICTED				\$ 1,157,717	\$ 336,782

ENTERPRISE DEBT SERVICE FUND

Name	Acct. #	Maturity	Yield	Prior Period	Current
* Pooled Cash	009-00-1000		0.05%	\$ 1,766,674	\$ 1,530,681
TOTAL RESTRICTED				\$ 1,766,674	\$ 1,530,681

GENERAL CAPITAL PROJECTS FUND

Name	Acct. #	Maturity	Yield	Prior Period	Current
* Pooled Cash	004-00-1000		0.05%	\$ 2,206,977	\$ 2,198,191
* 2023C Tax Bond Proceeds	004-00-1014		0.05%	\$ 122,157	\$ 122,820
TOTAL RESTRICTED				\$ 2,329,134	\$ 2,321,011

ENTERPRISE CAPITAL PROJECTS FUND

Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
* Sewer Capital Improvements MM-10% Rev	840-00-1020		0.20%	\$ 1,672,758	\$ 1,677,500
* Sewer Capital Reserve MM 2380226 Tap Fees	840-00-1038		0.20%	3,216,788	3,228,729
* Water Capital Reserve MM 2376156 Tap Fees	840-00-1037		0.20%	\$ 2,558,661	\$ 2,568,801
* 2021 CO MM	840-00-1039		0.20%	\$ 7,229,300	\$ 3,896,405
* Pooled Cash	840-00-1000		0.05%	239,398	333,742
TOTAL RESTRICTED				\$ 14,916,905	\$ 11,705,177

**Restricted Funds*

4A & 4B FUNDS
CASH AND INVESTMENTS
July 31, 2024

General

Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
* Pooled Cash	41-00-1000		0.05%	\$ 3,043,315	\$ 3,109,628
* Cash NOW 900020693 Prosperity	41-00-1010		0.05%	332,902	332,985
* 4A MM 902551273 Prosperity	41-00-1012		0.20%	2,049,661	2,059,922
* Sanger TX Ind Corp CD 486639	41-00-1013	11/2/2024	0.25%	98,951	99,195
TOTAL CASH AND INVESTMENTS				\$ 5,524,829	\$ 5,601,730

4B FUND

Name	Acct. #	Maturity	Yield	Prior Period	Current Balance
* Pooled Cash	42-00-1000		0.05%	\$ 2,165,290	\$ 2,216,338
* Cash MM 2379694	42-00-1010		0.05%	207,089	208,212
* 4B CD 653500	42-00-1013	4/3/2025	0.45%	22,889	22,963
* 4B CD 659924	42-00-1014	11/12/2024	0.45%	22,707	2,270
* 4B CD 664243	42-00-1015	6/5/2024	0.45%	22,733	22,807
* 4B CD 673277	42-00-1016	7/9/2024	0.45%	22,801	22,874
* 4B CD 686115	42-00-1017	8/4/2024	0.45%	22,804	22,878
* 4B CD 689521	42-00-1018	9/11/2024	0.45%	22,785	22,858
* 4B CD 694371	42-00-1019	11/14/2024	0.45%	22,803	22,876
* 4B CD 697230	42-00-1020	11/17/2024	0.45%	22,860	22,934
* 4B CD 699934	42-00-1021	12/18/2024	0.45%	22,710	22,783
* 4B CD 702285	42-00-1022	1/31/2025	0.45%	22,443	55,215
* 4B CD 706078	42-00-1023	2/19/2025	0.45%	22,521	22,594
* 4B CD 720097	42-00-1024	2/9/2025	0.45%	22,401	22,473
* 4B CD 720119	42-00-1025	11/9/2024	0.45%	22,360	22,432
TOTAL CASH AND INVESTMENTS				\$ 2,667,196	\$ 2,732,507

**Restricted Funds*

CITY OF SANGER, TEXAS
CASH AND INVESTMENTS
July 31, 2024

The Monthly Investment Report is in full compliance with the objectives, restrictions, and strategies as set forth in the City of Sanger's Investment Policy and Texas Government Code 2256.023, the Public Funds Investment Act (PFIA).

The City only invests in Money Market accounts and Certificates of Deposit. Interest is paid monthly on all accounts. Therefore, book value and market value are the same and the City does not have accrued interest on its investments.

Ethics Disclosure and Conflicts of Interest

In accordance with the PFIA, investment officers are required to file a disclosure statement with the Texas Ethics Commission and the governing body if:

- a. the officer has a business relationship with a business organization offering to engage in an investment transaction with the City (as defined in 2256.005 (i) (1-3); or
- b. the officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity. PFIA 2256.005 (i).



Clayton Gray
Finance Director



John Noblitt
City Manager



Chris Felan
Vice President
Rates & Regulatory Affairs

September 25, 2024

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 October 2024 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". The signature is written in a cursive, flowing style.

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, 2024
PREPARED IN ACCORDANCE WITH
GAS UTILITIES DOCKET NO. 10170

Part (a) - Mid-Tex Commodity Costs

Line	(a)	(b)		
1	Estimated Gas Cost per Unit:	\$0.12123		
2	Estimated City Gate Deliveries:	69,929,340		
3	Estimated Gas Cost:	\$8,477,534		
4	Lost and Unaccounted For Gas %	2.5932%		
5	Estimated Lost and Unaccounted for Gas	\$219,839		
6	Total Estimated City Gate Gas Cost:	\$8,697,373		
7	Estimated Sales Volume:	52,710,650		
8	Estimated Gas Cost Factor - (EGCF)	0.16500		
9	Reconciliation Factor - (RF):	0.00000		
10	Taxes (TXS):	0.00000		
11	Adjustment - (ADJ):	0.00000		
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.16500 per Ccf	Btu Factor 0.1005	Per MMBtu \$1.6418
13	Customer Rate Relief - (CRR) (Non-Taxable)	0.11800 per Ccf	0.1005	\$1.1741

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	\$59,876,512	38,502,214	18,290,837	3,083,461
16	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
17	Net Fixed Costs	\$59,876,512	\$38,502,214	\$18,290,837	\$3,083,461
	<u>Commodity Costs</u>				
18	a. Estimated Commodity Cost of Pipeline Services	\$5,438,694	3,393,850	1,649,981	394,863
19	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
20	Net Commodity Cost of Pipeline Services	\$5,438,694	\$3,393,850	\$1,649,981	\$394,863
21	Total Estimated Pipeline Costs (Line 16 + Line 19)	\$65,315,206	\$41,896,064	\$19,940,818	\$3,478,324
22	Estimated Billed Volumes		72,079,340 Ccf	47,529,050 Ccf	4,926,148 MMBtu
23	Pipeline Cost Factor (PCF) [Line 20 / Line 21] (Taxable)		0.58120 Ccf	0.41960 Ccf	\$0.7061 MMBtu
24	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)		0.16500 Ccf	0.16500 Ccf	\$1.6418 MMBtu
25	Customer Rate Relief - (CRR) (Non-Taxable)		0.11800 Ccf	0.11800 Ccf	\$1.1741 MMBtu
26	Rider GCR		<u>0.86420 Ccf</u>	<u>0.70260 Ccf</u>	Rate I - <u>\$3.5220</u> MMBtu
27					Rate T - <u>\$0.7061</u> MMBtu

¹ Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1005 is used to convert from Ccf.