

CITY COUNCIL

MEETING AGENDA

OCTOBER 17, 2022, 7:00 PM

CITY COUNCIL REGULAR MEETING

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



CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

INVOCATION AND PLEDGE

CITIZENS COMMENTS

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

REPORTS

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

1. Presentation and update on Development Services Department activities.

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 revised minutes from the September 6, 2022, meeting.
- [3.](#) Consideration and possible action on the minutes from the October 3, 2022, joint work session.
- [4.](#) Consideration and possible action on the minutes from the October 3, 2022, meeting.

ACTION ITEMS

5. Consideration and possible action on authorizing the City Manager to execute a contract with Antero Group for the rewrite of the Subdivision, Zoning and Sign Ordinance in an amount not to exceed \$70,000.
6. Consideration and possible action on authorizing staff to issue a Request for Proposal for fireworks display.

FUTURE AGENDA ITEMS

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

INFORMATIONAL ITEMS

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

7. Atmos Rider GCR - Rate Filing under Docket No. 10170

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 is readily accessible to the general public at all times and posted on the City of Sanger website on October 12, 2022, 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 17, 2022

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the revised minutes from the September 6, 2022, meeting.

SUMMARY:

- On Item 8 of the September 6, 2022, minutes, Council Member Dillon was listed twice in the vote.
- Item 8 of the minutes has been corrected, reflecting Councilmember Gann in the vote.

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the revised minutes with the revision to Item 8, adding Councilmember Gann to the vote.

ATTACHMENTS:

Redline version of page 3 of the September 6, 2022, minutes.

Revised City Council minutes for September 6, 2022.

Discussion ensued regarding the bidding process, acknowledging that no bids were received and staff republishing the RFQ.

Motion made by Councilmember Bilyeu, Seconded by Councilmember Barrett to acknowledge that no bids were received and reauthorize/ratify the City to reissue the RFQ seeking new bids.

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

8. Consideration and possible action on Ordinance No. 09-26-22 regarding a change to the Future Land Use Map from Medium Residential to Industrial for approximately 99.986 acres of land, described as A0029A R.BEBEE, TR 123, and 124, generally located on the east side of I-35 approximately 1897 feet north of 5th St and at the end of Sable Ave.

Director Hammonds provided an overview of the item.

Developer Tim Keith, Cawley Partners, and Josh Millsap, applicant with KFM Engineering, spoke regarding the proposed development utilizing this property for Industrial Use with direct access to Interstate 35.

Discussion ensued regarding the current zoning, zoning designated on the Future Land Use Map, using the Comprehensive Plan as a guiding document, and the railroad crossing.

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

Voting Yea: Councilmember Chick, Councilmember Dillon, and Councilmember ~~Dillon~~.
Motion passed unanimously.

9. Consideration and possible action on Ordinance No. 09-27-22 regarding a zoning change from A (Agricultural District) to I-1 (Industrial 1) for approximately 99.986 acres of land, described as A0029A R.BEBEE, TR 123, and 124, generally located on the east side of I-35 approximately 1897 feet north of 5th St and at the end of Sable Ave.

Director Hammond stated that this item is the companion item for item 8 to change the zoning of the property.

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

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

Applicant Tim Keith provided an overview proposed buildout of the property, the number of employees, and the tax revenue that will be generated.

CITY COUNCIL

MEETING MINUTES (REVISED)

SEPTEMBER 06, 2022, 7:00 PM

CITY COUNCIL REGULAR MEETING

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



CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

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

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
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, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Finance Director Clayton Gray, Director of Development Services Ramie Hammonds, and Assistant Chief Jonathan Perkins.

INVOCATION AND PLEDGE

Councilmember Bilyeu gave the invocation, the Pledge of Allegiance was led by Councilmember Gann.

CITIZENS COMMENTS

No one addressed the Council.

CONSENT AGENDA

1. Consideration and possible action on the minutes from the August 15, 2022, meeting.
2. Consideration and possible action on the minutes from the August 22, 2022, special meeting.

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

PUBLIC HEARING ITEMS

3. Conduct a public hearing for the City of Sanger's Annual Budget for the fiscal year 2022-2023.
4. Conduct a public hearing for the 2022 tax year proposed property tax rate.

Mayor Muir opened the public hearing at 7:03 p.m.

No speakers.

Mayor Muir closed the public hearing at 7:04 p.m.

5. Conduct a Public Hearing on Ordinance No. 09-26-22 regarding a change to the Future Land Use Map from Medium Residential to Industrial for approximately 99.986 acres of land, described as A0029A R.BEBEE, TR 123, and 124, generally located on the east side of I-35 approximately 1897 feet north of 5th St and at the end of Sable Ave.

Mayor Muir opened the public hearing at 7:04 p.m.

Director Hammonds provided an overview of the request and the reasons the request was denied by the Planning & Zoning Commission.

Mayor Muir closed the public hearing at 7:07 p.m.

6. Conduct a Public Hearing on Ordinance 09-27-22 regarding a zoning change from A (Agricultural District) to I-1 (Industrial 1) for approximately 99.986 acres of land, described as A0029A R.BEBEE, TR 123, and 124, generally located on the east side of I-35 approximately 1897 feet north of 5th St and at the end of Sable Ave.

Mayor Muir opened the public hearing at 7:07 p.m.

Director provided an overview of the site.

Mayor Muir closed the public hearing at 7:09 p.m.

ACTION ITEMS

7. Consideration and possible action to award the Request for Qualifications (RFQ) for the rewrite for Chapter 10, Subdivision, Chapter 14, Zoning, and Chapter 3, Article 3.1400 Sign Regulations.

Director Hammonds provided an overview of the item stating that no RFQs were submitted by the deadline.

Discussion ensued regarding the bidding process, acknowledging that no bids were received and staff republishing the RFQ.

Motion made by Councilmember Bilyeu, Seconded by Councilmember Barrett to acknowledge that no bids were received and reauthorize/ratify the City to reissue the RFQ seeking new bids.

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

8. Consideration and possible action on Ordinance No. 09-26-22 regarding a change to the Future Land Use Map from Medium Residential to Industrial for approximately 99.986 acres of land, described as A0029A R.BEBEE, TR 123, and 124, generally located on the east side of I-35 approximately 1897 feet north of 5th St and at the end of Sable Ave.

Director Hammonds provided an overview of the item.

Developer Tim Keith, Cawley Partners, and Josh Millsap, applicant with KFM Engineering, spoke regarding the proposed development utilizing this property for Industrial Use with direct access to Interstate 35.

Discussion ensued regarding the current zoning, zoning designated on the Future Land Use Map, using the Comprehensive Plan as a guiding document, and the railroad crossing.

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

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

9. Consideration and possible action on Ordinance No. 09-27-22 regarding a zoning change from A (Agricultural District) to I-1 (Industrial 1) for approximately 99.986 acres of land, described as A0029A R.BEBEE, TR 123, and 124, generally located on the east side of I-35 approximately 1897 feet north of 5th St and at the end of Sable Ave.

Director Hammond stated that this item is the companion item for item 8 to change the zoning of the property.

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

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

Applicant Tim Keith provided an overview proposed buildout of the property, the number of employees, and the tax revenue that will be generated.

10. Consideration and possible action voting for Places 6-9 of the Texas Municipal League (TML) Intergovernmental Risk Pool Board of Trustees and authorize the Mayor or City Manager to complete the ballot certification.

City Manager Noblitt provided an overview of the item and recommendations of Trustees.

Motion made by Councilmember Bilyeu, Seconded by Councilmember Gann to appoint to Place 6, Allison Heyward, Place 7 Mary Dennis, Place 8 Mike Land, and to Place 9 Opal Mauldin-Jones.

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

11. Consideration and possible action on Ordinance 09-23-22, adopting the budget providing for the appropriation of funds for operating and capital expenditures for the fiscal year beginning October 1, 2022 and ending September 30, 2023, providing for the intra- and inter-department and fund transfers, providing for unexpected revenues such as grants, donations, and insurance proceeds, providing for an effective date, and providing for approval of the investment policy.

Director Gray provided an overview of the item, republication, postponing the vote, and scheduling a second public hearing on September 19, 2022.

Motion made by Councilmember Barrett, Seconded by Councilmember Bilyeu to postpone the public vote on the budget and set the second public hearing on 2022-2023 Budget for September 19, 2022.

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

12. Consideration and possible action on Ordinance 09-25-22, setting the City's Ad Valorem tax rate at \$0.589497/\$100 of taxable assessed valuation for the Fiscal Year beginning October 1, 2022, and ending September 30, 2023.

Director Gray provided an overview of the item, the order of approval of the budget and tax items, and requested to set the second public hearing on September 19, 2022.

Motion made by Councilmember Barrett, Seconded by Councilmember Bilyeu to postpone the public vote on the tax rate and schedule the second public hearing for September 19, 2022.

Roll Call voting Yea: Councilmember Barrett, Councilmember Dillon, Councilmember Gann, Councilmember Bilyeu, and Councilmember Chick.
Motion passed unanimously.

FUTURE AGENDA ITEMS

Councilmember Chick requested an update regarding future development of the Downtown area.

Councilmember Bilyeu requested an update regarding Wastewater; City Manager Noblitt stated an update could be provided during the Plant tour in October.

Councilmember Dillon requested an update on the Road Projects budgeted for Fiscal Year 2021-2022.

Councilmember Barrett requested a list of roads that are maintained by the City and/or Denton County; City Manager Noblitt stated a list could be provided in a Council Update.

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 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS; This chapter does not require a governmental body to conduct an open meeting: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

- Clear Creek Municipal Utility District No. 1

Council convened into executive session at 7:52 p.m.

RECONVENE INTO REGULAR SESSION

Council reconvened into open session at 8:32 p.m.

Motion made by Councilmember Bilyeu, Seconded by Councilmember Barrett, authorizing the City Manager to engage in negotiations with representatives of the Clear Creek Municipal Utility District No. 1, and engage in any extensions as necessary for those negotiations.

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

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 8:34 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: October 17, 2022

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the October 3, 2022, joint work session.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the October 3, 2022, joint work session.

ATTACHMENTS:

10-03-2022 City Council joint work session minutes

CITY COUNCIL

JOINT WORK SESSION MINUTES

OCTOBER 03, 2022, 5:30 PM



CITY COUNCIL AND PLANNING & ZONING COMMISSION

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 5:32 p.m for the City Council.

Vice Chair Fuller called the work session to order at 5:32 p.m. for the Planning and Zoning Commission.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

Mayor Pro Tem, Place 2	Gary Bilyeu
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PLANNING AND ZONING COMMISSIONERS PRESENT

Commissioner, Place 2	Sally Amendola
Commissioner, Place 3	Jackie Turner
Commissioner, Place 4	Allen McAlister
Commissioner, Place 5	Matt Fuller
Commissioner, Place 6	Jason Miller

PLANNING AND ZONING COMMISSIONERS ABSENT

Commissioner, Place 1	Shane Stone
Commissioner, Place 7	Phillip Surles
Alternate	Bo Cooper

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Finance Director Clayton Gray, Director of Development Services Ramie Hammonds, Director of Human Resources and Special Projects Jeriana Staton, Director of Economic Development Shani Bradshaw, Marketing and Civic Engagement Director Donna Green, and Director of Public Works Jim Bolz.

DISCUSSION ITEMS

1. Presentation on a Potential Development on the Northwest Corner of FM 455 and I-35.

Nikki Moore, A.N. Moore Consulting, LLC, provided a presentation and overview on behalf of Malouf Interests regarding a proposed mixed-use development located on the northwest corner of FM 455 and I-35.

Discussion ensued regarding Build to Rent concept, average home prices, average home rental prices, average lot and home square footage, multifamily density, reducing the multifamily density, accessibility within the subdivision, adding parks to the single-family residential area, design standard scoring system, the architecture of the multifamily units, increasing the lot sizes for homes along Blez Road, road improvements to the commercial area, curb cuts for proposed commercial areas along Chapman Road, addressing connectivity issues to the potential grocery store and other commercial sites, and phases of construction.

Brian Andrus spoke regarding the proposed Self Storage facility on three acres of the property.

Representatives from Greystar and Malouf Interests, Inc. also answered questions regarding the development.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 7:05 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: October 17, 2022

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the October 3, 2022, 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 October 3, 2022, meeting.

ATTACHMENTS:

10-03-2022 City Council Minutes

CITY COUNCIL

MEETING MINUTES

OCTOBER 03, 2022, 7:00 PM

CITY COUNCIL REGULAR MEETING

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



CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:20 p.m.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

Mayor Pro Tem, Place 2	Gary Bilyeu
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STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Finance Director Clayton Gray, Director of Development Services Ramie Hammonds, Director of Human Resources and Special Projects Jeriana Staton, Director of Economic Development Shani Bradshaw, Assistant Chief of Police Jonathan Perkins, and Director of Public Works Jim Bolz.

INVOCATION AND PLEDGE

Councilmember Dillon gave the invocation, the Pledge of Allegiance was led by Councilmember Barrett.

CITIZENS COMMENTS

No one addressed the Council.

CONSENT AGENDA

1. Consideration and possible action on an agreement with the Texas Utility Help program to assist low-income households in paying for utility services and authorize City Manager to execute all necessary documents.
2. Consideration and possible action on the minutes from the September 19, 2022, meeting.

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

Voting Yea: Councilmember Chick and Councilmember Dillon.

Motion passed unanimously.

PUBLIC HEARING ITEMS

3. Conduct a public hearing on a request for a variance from Chapter 10 Subdivision Regulations, Article 10.100 Subdivision Ordinance, Section 10.105 to allow a variance from the improvement of sidewalks and to allow no sidewalks be installed for 21.36 acres of land described as A0658A JANUARY TR 3 within the City of Sanger's ETJ, and generally located on Sam Bass Rd approximately 1323 feet north of the intersection of FM 455 and Sam Bass Rd.

Mayor Muir opened the public hearing at 7:24 p.m.

Director Hammonds provided an overview of the item stating that Staff recommends denial.

Mayor Muir closed the public hearing at 7:26 p.m.

4. Conduct a public hearing on a request for a variance from Chapter 10 Subdivision Regulations, Article 10.100 Subdivision Ordinance, Section 10.105 to allow a variance from the required 31 feet street, face to face of curb and a 50 foot right-of-way with sidewalks, storm sewers, and utilities in the right-of-way and to allow for county requirements of no minimum street width in a 60 foot right-of-way without curb and gutter and storm sewers for 21.36 acres of land described as A0658A JANUARY TR 3 within the City of Sanger's ETJ and generally located on Sam Bass Rd approximately 1323 feet north of the intersection of FM 455 and Sam Bass Rd.

Mayor Muir opened the public hearing at 7:24 p.m.

Director Hammonds provided an overview of the item.

Matt Fuller, 2501 Santa Fe, spoke in opposition to the request.

Mayor Muir closed the public hearing at 7:29 p.m.

5. Conduct a public hearing on Ordinance No. 10-28-22 regarding a zoning change from A (Agricultural District) to PD (Planned Development) for approximately 12.01 acres of land, described as A1241A TIERWESTER, TR 264 AND 265 generally located on the southeast corner of 5th St and Cowling Rd.

Mayor Muir opened the public hearing at 7:29 p.m.

Director Hammonds provided an overview of the item and stated Staff received six (6) responses in opposition.

Mayor Muir closed the public hearing at 7:32 p.m.

ACTION ITEMS

6. Consideration and possible action on a request for a variance from Chapter 10 Subdivision Regulations, Article 10.100 Subdivision Ordinance, Section 10.105 to allow a variance from the improvement of sidewalks and to allow no sidewalks be installed for 21.36 acres of land described as A0658A JANUARY TR 3 within the City of Sanger's ETJ, and generally located on Sam Bass Rd approximately 1323 feet north of the intersection of FM 455 and Sam Bass Rd.

Discussion ensued regarding similar requests received for other developments in the Extraterritorial Jurisdiction (ETJ) and action taken on those requests.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon.

Voting Yea: Councilmember Gann.

Voting Nay: Councilmember Chick.

Motion passed 3-1-0

7. Consideration and possible action on a request for a variance from Chapter 10 Subdivision Regulations Article 10.100 Subdivision Ordinance, Section 10.105 to allow a variance from the required 31 feet street, face to face of curb and a 50 foot right-of-way with sidewalks, storm sewers, and utilities in the right-of-way and to allow for county requirements of no minimum street width in a 60 foot right-of-way without curb and gutter and storm sewers for 21.36 acres of land described as A0658A JANUARY TR 3 within the City of Sanger's ETJ and generally located on Sam Bass Rd approximately 1323 feet north of the intersection of FM 455 and Sam Bass Rd.

Discussion ensued regarding the County's standard street width, the width of Sam Bass Road, platting, and on-street parking.

Motion to deny the variance request from Chapter 10 Subdivision Regulations Article 10.100 Subdivision Ordinance, Section 10.105 to allow a variance from the required 31 feet street of paved surface made by Councilmember Barrett, Seconded by Councilmember Chick.

Voting Yea: Councilmember Dillon and Councilmember Gann.

Motion passed unanimously.

Second motion to approve the variance request from Chapter 10 Subdivision Regulations Article 10.100 Subdivision Ordinance, Section 10.105 to allow for county requirements without curb and gutter and storm sewers for land as described made by Councilmember Barrett, Seconded by Councilmember Gann,
 Voting Yea: Councilmember Dillon.
 Voting Nay: Councilmember Chick.
 Motion passed 3-1-0

8. Consideration and possible action on Ordinance No. 10-28-22 regarding zoning change from A (Agricultural District) to PD (Planned Development) for approximately 12.01 acres of land, described as A1241A TIERWESTER, TR 264 AND 265 generally located on the southeast corner of 5th St and Cowling Rd.

Discussion ensued regarding the ingress and egress to the property, phasing of construction, a traffic study, meeting HUD housing requirements, signalization at Cowling Road, drainage, and the retail in the front of the property.

Marie Freeman addressed questions during the Council discussion.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon.
 Voting Yea: Councilmember Chick.
 Voting Nay: Councilmember Gann.
 Motion passed 3-1-0

9. Consideration and possible action on a Minor Plat of Lot 1, Block A of the Enderby Gas Addition, being 1.22 acres in the City of Sanger, and generally located on the south east corner of the I-35 access road and Southside Drive.

Director Hammonds provided an overview of the item.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon.
 Voting Yea: Councilmember Chick and Councilmember Gann.
 Motion passed unanimously.

10. Consideration and possible action on Ordinance No. 10-29-22 providing for increased prior and current service annuities under the Act governing the Texas Municipal Retirement System for retirees and beneficiaries of deceased retirees of the City of Sanger Texas Municipal Retirement System (TMRS) 70% cost of living adjustment for retirees on an ad hoc basis.

Director Staton provided an overview of the item, stating that the cost of the one-time adjustment was budgeted and approved in the Fiscal Year 2022-2023 budget.

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

Voting Yea: Councilmember Dillon.

Voting Nay: Councilmember Chick.

Motion passed 3-1-0

11. Consideration and possible action to approve 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.

Director Staton provided an overview of the item that would change the City's contribution from 6% to 7% into the retirement system.

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

Voting Yea: Councilmember Chick and Councilmember Dillon.

Motion passed unanimously.

12. Consideration and possible action on Resolution 2022-14, amending the Property Enhancement Incentives Policy.

Director Bradshaw provided an overview of the items and listed the proposed revisions of increasing the grant amount, the sign grant amount and removing the requirement that a business must be operating for a minimum of six (6) months before applying for a grant.

Discussion ensued regarding the number of businesses that have applied and have been approved for a grant and a strategy advertising the policy.

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

Voting Yea: Councilmember Chick and Councilmember Dillon.

Motion passed unanimously.

13. Consideration and possible action on Change Order No. 8 in the amount of \$92,160.00 with Quality Excavation, LLC for the FM 455 Project to insert four 8" valves to connect new waterlines at 7th St. and 10th St., install a 6" sewer line, lower existing waterline, and add a 12" x 6" tie in with a gate valve; and authorize the City Manager to execute said Change Order No. 8.

Director Bolz provided an overview of the item.

Discussion ensued regarding the status of the construction.

Motion to approve made by Councilmember Barrett, Seconded by Councilmember Dillon.

Voting Yea: Councilmember Chick and Councilmember Gann.

Motion passed unanimously.

FUTURE AGENDA ITEMS

To conduct a future work session regarding development.

INFORMATIONAL ITEMS

14. 2022 August All American Dogs Monthly Report
15. Disbursement Report July 2022
16. Financial Statement July 2022
17. Disbursement Report August 2022
18. CIP Report September 21, 2022

EXECUTIVE SESSION

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

Section 551.071. CONSULTATION WITH ATTORNEY

For deliberations regarding legal (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

- Transmission Operator

Section 551.072. DELIBERATION REGARDING REAL PROPERTY

For deliberations regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person specifically, Michael Riley, Laura Riley, and J. Mike Riley Ranch Properties, LLC, (collectively the "Owner").

Council convened into executive session at 8:55 p.m.

RECONVENE INTO REGULAR SESSION

Reconvene into Regular Session and take any action deemed necessary as a result of Executive Session.

Council reconvened into open session at 9:31 p.m.

No action taken.

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 9:31 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: October 17, 2022

FROM: Ramie Hammonds, Development Service Director

AGENDA ITEM: Consideration and possible action on authorizing the City Manager to execute a contract with Antero Group for the rewrite of the Subdivision, Zoning and Sign Ordinance in an amount not to exceed \$70,000.

SUMMARY:

- Staff issued a RFQ for the rewrite of the Subdivision, Zoning and Sign Ordinance.
- Antero Group was selected as the firm to perform the rewrite.
- The City needs to enter into a contract with Antero Group for the work to be performed.
- This item will give the City Manager the authority to execute a contract between the City of Sanger and Antero Group.

FISCAL INFORMATION:

Budgeted: YES

Amount: \$70,000.00

GL Account: 001.28.5430

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Antero Group Professional Services Agreement
Exhibit A Scope and Fee Schedule

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is entered into this ____ day of _____, 20____ by and between **ANTERO GROUP LLC** ("ANTERO") and the **CITY OF SANGER, TEXAS**, a municipal corporation of the State of Texas ("SANGER"). For convenience, Antero and Sanger may sometimes be referred to herein collectively as "parties" and individually as a "party."

WITNESSETH

WHEREAS, SANGER desires to engage **ANTERO** to provide Professional services as more fully described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, ANTERO agrees to provide such work and services for **SANGER** in accordance with the terms of this Agreement;

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

1. Employment of ANTERO GROUP.

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

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

- (c) ANTERO will be responsible for supplying all tools and equipment necessary to provide the services set forth in Exhibit "A" attached hereto.
2. **Compensation.** SANGER agrees to pay ANTERO the fees set forth in Exhibit "A" attached hereto. Within fifteen (15) days of the end of the month within which services were rendered, ANTERO shall provide SANGER an invoice specifying the services provided during the previous month and the total amount owed by SANGER. Payment will be made by SANGER within thirty (30) days of receipt of an invoice from ANTERO.
 3. **Changes.** SANGER may, from time to time require changes in the scope of services of ANTERO to be performed hereunder. Such changes, which are mutually agreed upon by and between SANGER and ANTERO, shall be incorporated in a written amendment to this Agreement.
 4. **Services and Materials to be Furnished by SANGER.** SANGER shall furnish ANTERO with all available information and data ANTERO requests pertinent to the execution of this Agreement. SANGER shall cooperate with ANTERO in carrying out the work herein and shall provide adequate staff for liaison with ANTERO.
 5. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by ANTERO for which ANTERO has been compensated pursuant to this Agreement shall be the property of SANGER. ANTERO will deliver to SANGER copies of the prepared documents and materials. ANTERO shall make all documents and related data and material utilized in developing the documents available to SANGER for inspection whenever requested. ANTERO may make copies of any and all such documents and items and retain same for its files. ANTERO shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than ANTERO subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
 1. **Term and Termination of Agreement.** This agreement will be for a period of N/A beginning on October 17, 2022, and expiring on completion. Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other party.
 6. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control. This Agreement may not be subsequently modified except by a writing signed by both parties.

7. **SANGER Not Obligated to Third Parties.** SANGER shall not be obligated or liable hereunder to any party other than ANTERO.
8. **Final Decisions.** Serving as a Consultant to SANGER, ANTERO shall advise all parties that final decisions shall be made by the City Manager.
9. **Indemnification.** ANTERO DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS SANGER, ITS SANGER COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBANTERO OR SUPPLIER COMMITTED BY ANTERO, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH ANTERO EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND ANTERO WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT SANGER AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

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

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

10. **Insurance.** ANTERO shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:
 - A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
 - B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
 - C. Statutory workers' compensation and employers' liability insurance as required by state law.
 - D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

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

11. **Client Objection to Personnel.** If at any time after entering into this Agreement, SANGER has any reasonable objection to any of ANTERO's personnel, or any personnel, Anteros and/or consultants retained by ANTERO, ANTERO shall promptly propose substitutes to whom SANGER has no reasonable objection, and ANTERO's compensation shall be equitably adjusted to reflect any difference in ANTERO's costs occasioned by such substitution.
12. **Timeliness of Performance.** Antero shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
13. **Personnel.** All of the services required hereunder will be performed by ANTERO or under ANTERO's supervision, and all personnel engaged in the work shall be qualified to perform such services.
14. **Independent Contractor.** In performing the services under this Agreement, ANTERO is acting as an independent contractor. No term or provision hereof be construed as making ANTERO the agent, servant, or employee of SANGER or as creating a partnership or joint venture relationship between ANTERO and SANGER.
15. **Assignability.** The parties hereby agree that ANTERO may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of SANGER.
16. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
17. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.
18. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with SANGER and ANTERO, or both; and (2) the terms of this Agreement are not intended to release,

either by contract or operation of law, any third person or entity from obligations they owe to either SANGER or ANTERO.

19. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
20. **Conflicts of Interest.** By signature of this Agreement, ANTERO warrants to SANGER that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of SANGER. ANTERO further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. ANTERO warrants that it has submitted to SANGER a completed Conflicts of Interest Questionnaire as required by Chapter 176 of the Texas Local Government Code.
21. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.
22. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, the **CITY OF SANGER** and the **ANTERO GROUP** have executed this Agreement as of the date first written above.


CITY OF SANGER, TEXAS

By: _____

Print Name: _____

Title: _____

ANTERO GROUP

By: _____ 

Print Name: Michael Schmitz

Title: Senior Director

APPROVED TO FORM:

Hugh Coleman, City Attorney

EXHIBIT A: SCOPE OF SERVICES AND PRICING



September 29, 2022

City of Sanger
ATTN: Ramie Hammonds
201 Bolivar Street
Sanger, TX 76266

Dear Ms. Hammonds,

Antero Group, LLC ("Antero") is pleased to present this contract for the City of Sanger's ("City") Request for Qualifications to **Rewrite and Update the City's Zoning, Subdivision, and Sign Ordinances** ("Project"). We understand that the City's current ordinances need updating and do not adequately address the current growth trends or support the latest comprehensive plan. We have based this contract off our understanding of the City's goals and objectives with this Project, our statement of qualifications submission, and the on-site meeting with the City Monday, September 26, 2022.

For your use and review, we have included below a Project Understanding; Scope of Work; Assumptions and Clarifications; Schedule and Deliverables; and Fee Estimate. We are open to discussion of any element of this contract.

Project Understanding

We understand the importance zoning, subdivision and sign ordinances have for setting policy direction for existing conditions and in planning for future growth. Further, we understand the updated ordinances must be compatible with the Sanger 2040 comprehensive plan.

Additionally, we understand a considerable impetus for this Project is to identify and codify conflicts and discrepancies. Last, we understand that the final deliverable will be an illustrative easy to navigate document.

Antero Group has outlined a Scope of Work below based on our understanding of the Project.



Scope of Work

TASK 1: Project Management & Administration

Antero Group will manage this Project and coordinate efforts between the client, stakeholders, and community to establish vision, goals, and ensure the smooth running of this Project. Project Manager, Michael Schmitz, will be the day-to-day contact for the client team. Antero Group will coordinate all meetings, community outreach, and deadlines with regular deliverables issued throughout the Project schedule.

While Antero will attend all meetings of the City Council, P&Z and other Boards, Commissions, or Committees as requested by the City throughout this process, we do propose the following meetings:

Kickoff Meeting

Antero proposes and all-team kickoff meeting during which we will review the Project scope, schedule, and anticipated deliverables. We will also establish communication protocols, setup a data-sharing platform, and a stakeholder group member list. Antero will interview City staff and other recommended stakeholders to identify current issues with land use regulation and existing zoning ordinance, this will include an analysis of variances issued.

Advisory Committee

An Advisory Committee will be established at Project commencement to guide the work of our team. Four (4) Advisory Committee meetings will be held throughout the Project to build consensus for the proposed plan.

Biweekly Status Updates

Antero proposes holding bi-weekly calls with the Development of Services Director to provide regular Project status updates.

Final Meeting

Antero will hold a final meeting with City staff after the two Public Meetings, to review final draft that will be presented for Planning and Zoning Commission and Council for consideration.



Task 1 Deliverables: *Meeting Agendas, Materials, and Minutes*

TASK 2: Research & Analysis

The research and analysis phase of this Project includes the review of all available and collected data, providing the foundations for the ordinance update/rewrite. The results of our analysis will be summarized in a memo and at a minimum will include:

Site Visit

The team will visit the City in person and conduct a visual survey. Photographing the site, exploring physical conditions, land-uses, and infrastructure utilization.

Previous Planning Studies

A thorough review of previous planning efforts and studies will be conducted, with particular focus on the recently adopted Comprehensive Plan.

Development Services Documents

Existing and related development services documents like the Zoning Change/SUP; Zoning Change; Variance Application; Preapplication Conference; and Subdivision Application packet will be reviewed for conflicts that need to be resolved.

Task 2 Deliverables: *Site Visit, Analysis Summary*

TASK 3: Public Involvement & Outreach

We will solicit input from a diverse group of community members of all ages, economic status, and mobility status to specifically obtain an understanding of who the present and future users of Sanger are and to verify the strategic direction of the zoning and ordinances update. Outlined below are the public involvement and outreach events:

Stakeholder Workshop

Antero will hold two Stakeholder Workshops with identified key stakeholders. These workshops will provide an opportunity for in-depth discussions with small groups of representatives. The key stakeholders should include, but is not limited to:

- City Attorney;
- City Planning Staff;
- Code Enforcement;
- Public Safety;



- Planning and Zoning Commission Member;
- 4A and 4B Member;
- Parks Board;
- Sanger ISD Representative;
- Chamber of Commerce Representative;
- Local Business Representative; and a
- Community Representative.

Survey

In addition to recently completed community surveys as part of the Sanger 2040 Plan, Antero will conduct one community survey to be distributed electronically and in print format to collect information and input on community feedback regarding the development, quality of life, and future growth. The results will provide strategic guidance to the Project team on developing initial recommendations with the Stakeholders.

Communication

To ensure an open and transparent planning process, we propose several forms of communication including a Project website, social media posts, and regular print media content prepared at key intervals throughout the Project duration. The website and social media posts will serve as platforms which specifically focus on input opportunities, and important Project development updates. The Project website will be hosted during the duration of the Project until ordinance adoption.

Public Meetings

Antero will present the draft Zoning Code to the Plan Commission for review and input through a series of 2 public meetings, as required by law. Following each meeting, the draft Code will be updated based on stakeholder input.

Meeting #1: Review Draft Document, including:

- Draft Zoning Map Districts;
- Draft Definitions;
- Draft Use Table;
- Draft Administration
- Draft Review and Approval Procedures; and
- Draft Zoning District & Use Standards

Meeting #2: Review Final Document

Following the Public Meetings, Antero will finalize the draft for City and Board adoption.

Task 3 Deliverables: *Stakeholder Engagement Plan, Project Website and Community Survey, Meeting Materials and Engagement Summary*

TASK 4: Interactive GIS Map

Antero will collect and create GIS data that will be used to develop a Project Geodatabase, and Interactive GIS Zoning Map. The online Zoning maps will remain live until the completion of the Project and integration into the City's preferred mapping dashboard. The City will be provided with all GIS data used to develop the updated zoning layer including: Geodatabase, Shapefiles, and PDFs.

Task 4 Deliverables: *Project Geodatabase, Interactive GIS Zoning Map*

Task 5: Document Deliverable and Training

Antero will issue the final deliverable in the form of PDF and will also provide a training workshop, as outlined below:

Training: Antero will provide appropriate training to the relevant City departments, Planning and Zoning Commission, and elected officials to ensure correct application of the new ordinance. This will be conducted at one workshop in City Hall.

Additionally, Antero will be available for a period of one-year to answer any questions arising from the implementation of the new ordinance and will make any necessary document revisions if clarifications are needed.

Task 5 Deliverables: *Final Documents, Training*

Assumptions and Clarifications

In preparation of this contract, we have made the following Assumptions and Clarifications:

- Client will identify a point of contact from whom the Project Team will take direction for administrative matters;
- Documents will be prepared and presented in draft format for final approval to the Planning and Zoning Commission and City Officials;
- Appropriate State of Texas and City of Sanger regulations will dictate the approval process;
- Client will schedule meeting rooms, ensure officials are informed of meetings, distribute draft documents to commissioners and arrange for any necessary meeting equipment, such as flip charts, projectors and markers;
- Client will coordinate approval of the final document through the appropriate committee review and Council adoption procedures;
- Client will support collection of GIS and basemap information to provide currently available digital mapping files that reflect information including, but not limited to, the inventory of existing land uses, zoning, transportation, parks, businesses, and public facilities in the city and the ETJ;
- An attorney review is not part of this proposal. Any ordinance should be reviewed by City Attorney to assure compliance with the most recent legal requirements within the state;
- This Scope of Work does not include establishing new zoning on any parcels. While designations may be streamlined and language may be updated, rezoning or new zoning on existing parcels is a lengthy process that is outside the scope of this Project;
- The Project website will be hosted for the duration of the Project, at which point the City can integrate into the City website, if desired;
- Printing costs are not considered part of this Project and will be billed on a time and materials basis, as approved by Client; and,
- Project deliverables will be completed in Adobe Illustrator format and will be delivered in EPS and PDF by email.

Schedule and Deliverables

Antero anticipates this Scope of Work not to exceed (12) months from Project commencement, dependent upon availability of client data and meetings, however, will aim for completion within nine (9) months. At Project Kickoff, we will provide a specific schedule of activities, including coordination of client meetings.

Fee Estimate

Antero proposes to complete this work for a time and materials fee not to exceed \$70,000.

Project fees are based on the Scope of Work included herein. Should conditions change, including new information, Project schedule, Scope of Work, or other Project elements, we will work with the City to modify this contract accordingly. Work outside of the above Scope of Work will be completed on a time and materials basis according to the attached Fee Schedule. All work will be summarized in a monthly invoice, issued electronically to the City on the first Friday of each month. Payment within thirty (30) days of the invoice date is appreciated.



General Fee Schedule 2022

Principal	\$215.00/hr
Senior Director	\$200.00/hr
Director	\$190.00/hr
Senior Project Manager	\$180.00/hr
Project Manager	\$165.00/hr
Senior Project Engineer	\$155.00/hr
Senior Planner	\$155.00/hr
Project Engineer	\$135.00/hr
Staff Engineer	\$110.00/hr
Planner	\$110.00/hr
Staff Scientist	\$110.00/hr
Creative Specialist	\$110.00/hr
CAD technician	\$95.00/hr
Clerical	\$75.00/hr
Printing	Cost + 15%

This General Fee Schedule is for reference purposes only. Select project fees may vary depending on the nature of the project. In all cases, The Antero Group is open to discussing project fees and can develop client-specific fee schedules for select clients.



CITY COUNCIL COMMUNICATION

DATE: October 17, 2022

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 display.

SUMMARY:

- Chapter 5, Section 304 of the City of Sanger Ordinance permits fireworks for celebrations/events at the discretion of the city council.
- Staff is making preparations for the annual Freedom Festival to be held on July 1, 2023. Fireworks shows are typically scheduled approximately 1 year prior to the date of the show.
- Staff is seeking approval for an RFP for fireworks for the 2023 event with a possibility of two (2) 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 2023 Freedom Fest Fireworks Display.

ATTACHMENTS:

- City Council Communication
- City of Sanger Fireworks RFP



REQUEST FOR PROPOSAL

FREEDOM FEST FIREWORKS DISPLAY

RFP # RFP-2023-01

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 2023 Freedom Fest Celebration will be held on Saturday, July 1, 2023, 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 7TH 2022

All proposals received will be reviewed by City Staff. Opening date: Monday, November 7 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, by postal mail or emailed, 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 2023 Freedom Fest celebration will be held at the John Porter Sports Complex in Sanger, Texas on July 1, 2023.
- 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 two (2) one (1) year options to provide Display Fireworks for the Freedom Fest Celebration for years 2024 and 2025.
- 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 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.
- 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) 80% - Total cost to provide services based on the Scope
- b) 20% - References

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 November 7, 2022. Open date: Monday, November 7th 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 two (2) 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.
- l) 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 2023:
(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: _____



Chris Felan
Vice President
Rates & Regulatory Affairs

September 27, 2022

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 2022 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

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

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

Attachment

ATMOS ENERGY CORPORATION
MID-TEX DIVISION
STATEMENT OF RIDER GCR
October, 2022
PREPARED IN ACCORDANCE WITH
GAS UTILITIES DOCKET NO. 10170

Part (a) - Mid-Tex Commodity Costs

Line	(a)	(b)			
1	Estimated Gas Cost per Unit:	\$0.59470			
2	Estimated City Gate Deliveries:	70,438,270			
3	Estimated Gas Cost:	\$41,889,639			
4	Lost and Unaccounted For Gas %	2.5932%			
5	Estimated Lost and Unaccounted for Gas	\$1,086,282			
6	Total Estimated City Gate Gas Cost:	\$42,975,921			
7	Estimated Sales Volume:	52,092,380			
8	Estimated Gas Cost Factor - (EGCF)	0.82500			
9	Reconciliation Factor - (RF):	0.00594			
10	Taxes (TXS):	0.00000			
11	Adjustment - (ADJ):	0.00000			
12	Gas Cost Recovery Factor - (GCRF)	0.83094	per Ccf	Btu Factor 0.1024	Per MMBtu \$8.1146

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>				
13	Fixed Costs Allocation Factors [Set by GUD 10170]	100.0000%	64.3027%	30.5476%	5.1497%
14	a. Current Month Fixed Costs of Pipeline Services	\$46,160,605	29,682,515	14,100,957	2,377,133
15	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
16	Net Fixed Costs	\$46,160,605	\$29,682,515	\$14,100,957	\$2,377,133
	<u>Commodity Costs</u>				
17	a. Estimated Commodity Cost of Pipeline Services	(\$816,291)	(620,714)	(258,563)	62,986
18	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
19	Net Commodity Cost of Pipeline Services	(\$816,291)	(\$620,714)	(\$258,563)	\$62,986
20	Total Estimated Pipeline Costs (Line 16 + Line 19)	\$45,344,314	\$29,061,801	\$13,842,394	\$2,440,119
21	Estimated Billed Volumes		71,956,850 Ccf	46,929,160 Ccf	4,637,038 MMBtu
22	Pipeline Cost Factor (PCF) [Line 20 / Line 21]		0.40390 Ccf	0.29500 Ccf	\$0.5262 MMBtu
23	Gas Cost Recovery Factor - (GCRF) [Line 12]		0.83094 Ccf	0.83094 Ccf	\$8.1146 MMBtu
24	Rider GCR		1.23484 Ccf	1.12594 Ccf	Rate I - \$8.6408 MMBtu
25					Rate T - \$0.5262 MMBtu

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