

CITY COUNCIL

MEETING AGENDA

MAY 18, 2026, 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. Presentation and overview of PIDs (Public Improvement Districts) and TIRZs (Tax Increment Reinvestment Zones).

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.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

Mayoral proclamations, presentations of awards and certificates, and other acknowledgments of significant accomplishments or service to the community.

2. Recognize the winners of the 2026 Citywide Art Competition.

REPORTS

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

3. Annual presentation and overview of the Finance and Customer Service Departments

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.

4. Consideration and possible action on the minutes from the May 4, 2026, meeting.
5. Consideration and possible action on the Educational Experience Agreement between Sanger Public Library and Texas Woman's University School of Information Studies
6. Consideration and possible action on Amendment to Sanger Farmer's Market Agreement and authorize the City Manager to execute said agreement
7. Consideration and possible action on approving the purchase of water meters and related components for the Water Department; and authorize the City Manager to execute the agreement.
8. Consideration and possible action on entering into an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for aesthetic noise wall panels associated with the project along Interstate 35; and authorize the City Manager to execute the agreement.

PUBLIC HEARING ITEMS

9. Conduct a public hearing on Ordinance No. 05-21-26 an amendment to Apx ZO Zoning Ordinance, Article 3, Established Zoning Districts and Uses, of the Code of Ordinances.

ACTION ITEMS

10. Consideration and possible action on Ordinance No. 05-21-26 an amendment to Apx ZO Zoning Ordinance, Article 3, Established Zoning Districts and Uses, of the Code of Ordinances.
11. Consideration and possible action to elect a Mayor Pro-Tem in accordance with the Charter, Article III, City Council, Section 3.02.

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.

[12.](#) Rider GCR - Rate Filing under Docket No. OS-24-00019196 - April 29, 2026

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 May 12, 2026, by 3:00 PM.

/s/Kelly Edwards

Kelly Edwards, City Secretary

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



CITY COUNCIL COMMUNICATION

DATE: May 18, 2026
FROM: Laura Klenke, Library Director
AGENDA ITEM: Recognize the winners of the 2026 Citywide Art Competition

SUMMARY:

- March was National Youth Art Month
- Youth Art month promotes art and art education in the United States
- To help celebrate and bring awareness to the importance of art, the City held our fourth annual art competition allowing residents of all ages to submit their art for display at the Sanger Public Library throughout the month of April.
- City employees and residents were asked to vote for their favorite artist in each age group.
- Tonight we celebrate the winners

FISCAL INFORMATION:

Budgeted: Yes Amount: GL Account: 42-5208

RECOMMENDED MOTION OR ACTION:

Recognition and awards to the winners.

ATTACHMENTS:



CITY COUNCIL COMMUNICATION

DATE: May 18, 2026

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the May 4, 2026, meeting.

SUMMARY:
N/A

FISCAL INFORMATION:
N/A

RECOMMENDED MOTION OR ACTION:
Approve the May 4, 2026, meeting minutes.

ATTACHMENTS:
Meeting minutes.

CITY COUNCIL MEETING MINUTES



MAY 04, 2026, 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 6:03 p.m.

COUNCILMEMBERS PRESENT

Mayor	Thomas Muir
Mayor Pro Tem, Place 2	Gary Bilyeu
Councilmember, Place 1	Marissa Newton
Councilmember, Place 3	Josh Burrus
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

Councilmember, Place 4 Allen Chick

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, Chief Financial Officer Clayton Gray, Director of Development Services Ramie Hammonds, Police Chief Tyson Cheek, and Lt. Justin Lewis.

DISCUSSION ITEMS

1. Presentation of Stormwater Fee Study.

Director Gray introduced Chris Ekrut, NewGen Strategies & Solutions

Mr. Ekrut provided a presentation and an overview of the 2022 study.

Discussion ensued regarding stormwater management, areas impacted by the lack of infrastructure during heavy rains, the use of funds collected for drainage improvements, and a defensible methodology for calculating the fees.

Staff direction to provide an updated presentation to Council in September.

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

Discussion ensued regarding Item 5.

City Manager Noblitt addressed the question sent by Councilmember Newton.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 6:52 p.m.

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:02 p.m.

COUNCILMEMBERS PRESENT

- | | |
|------------------------|----------------|
| Mayor | Thomas Muir |
| Mayor Pro Tem, Place 2 | Gary Bilyeu |
| Councilmember, Place 1 | Marissa Newton |
| Councilmember, Place 3 | Josh Burrus |
| Councilmember, Place 4 | Allen Chick |
| Councilmember, Place 5 | Victor Gann |

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, Chief Financial Officer Clayton Gray, Director of Development Services Ramie Hammonds, Director of Human Resources and Special Projects Jeriana Staton-Hemb, Police Chief Tyson Cheek, and Lt. Justin Lewis.

INVOCATION AND PLEDGE

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

CITIZENS COMMENTS

No one addressed the Council.

SPECIAL PRESENTATION AND ANNOUNCEMENTS

2. Salvation Army Red Kettle Challenge

Mayor Muir moved on to the Consent Agenda.

CONSENT AGENDA

3. Consideration and possible action on the minutes from the April 13, 2026, meeting.
4. Consideration and possible action on the minutes from the April 20, 2026, meeting.
5. Consideration and possible action on Ordinance 05-18-26, Adopting the City of Sanger Personnel Manual, repealing Ordinance 01-01-08, and rescinding all other personnel policies.
6. Consideration and possible action authorizing a one-time payment to employees of accrued comp time balances.
7. Consideration and possible action on Interlocal Cooperation Agreement Between Denton County and the City of Sanger to reconstruct a portion of Metz Road beginning FM 455 stopping at Denton County Line.
8. Consideration and possible action on Ordinance 05-17-26, amending the budget for the 2025-2026 fiscal year and authorizing amended expenditures as provided; 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.

Motion to approve the consent agenda as presented.

Motion: Barrett

Second: Gann

Ayes: Bilyeu, Burrus, Chick, Gann, and Newton.

Nays: None

Motion passed unanimously.

PUBLIC HEARING ITEMS

- 9. Conduct a public hearing on a request for a variance from APX SR Sign Regulations, Article 3.1400, Section 7 "Business, Industrial, and Agricultural Zoning Districts" to allow a variance from the required On-Premise Sign and to allow for a sign with no On-Premise building for a lot located at 307 Bolivar Street.

Mayor Muir opened the public hearing at 7:06 p.m.

Director Hammonds provided an overview of the item.

No one else requested to speak.

Mayor Muir closed the public hearing at 7:08 p.m.

ACTION ITEMS

- 10. Consideration and possible action on a request for a variance from APX SR Sign Regulations, Article 3.1400, Section 7 "Business, Industrial, and Agricultural Zoning Districts" to allow a variance from the required On-Premise Sign and to allow for a sign with no On-Premise building for a lot located at 307 Bolivar Street.

Motion to approve.

Motion: Bilyeu

Second: Burrus

Ayes: Bilyeu, Burrus, Chick, Gann and Newton.

Nays: None

Motion passed unanimously.

FUTURE AGENDA ITEMS

No additional items.

INFORMATIONAL ITEMS

- 11. Republic Services Waste Report March 2026
- 12. Financial Report February and March 2026
- 13. Disbursement Report March 2026

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 551.072. 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.

- Property currently identified as Riley Ranch

Council convened into executive session at 7:18 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 7:54 p.m.

Motion to authorize the City Manager to execute the letter of intent with Centurion and proceed with negotiations.

Motion: Bilyeu
Second: Burrus
Ayes: Barrett, Bilyeu, Burrus, Chick, and Gann.
Nays: None
Motion passed unanimously.

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 7:55 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: May 18, 2026

FROM: Laura Klenke, Library Director

AGENDA ITEM: Consideration and possible action on the Educational Experience Agreement between Sanger Public Library and Texas Woman's University School of Information Studies

SUMMARY:

- We are seeking to be a practicum host site for Texas Woman's University School of Information Studies.
- TWU SLIS Practicum is a professionally supervised internship resulting in 3 credit hours required for graduation and the award of a Master of Library Science degree from Texas Woman's University.
- The experience provides an opportunity for graduate students to apply their academic knowledge and to practice new skills in the context of a professional setting.
- The student will work around 120 hours during the semester when they are enrolled in the practicum.
- We are currently undertaking two major initiatives: restructuring our shelf space based on community collection needs and developing a comprehensive policy and procedure manual. An MLS candidate would provide the specialized research and analytical support necessary to bring these projects to completion, while gaining valuable, high-level experience in library governance and collection management.

FISCAL INFORMATION:

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

TWU Educational Experience Agreement



Educational Experience Agreement

This Educational Experience Agreement (the “Agreement”) is entered into between Texas Woman’s University (“TWU”), and institution of higher education located in the State of Texas, and

(the “Host”) located
at/in: .

1. PURPOSE.

- 1.1 This Agreement applies to Student placement programs at TWU’s School of Library and Information Studies (SLIS) which include: internships, fellowships, field placements, fieldwork experiences, practicums, capstones, and cooperative education (co-op) programs (collectively the “Educational Experience”).
- 1.2 TWU provides academic courses to Students and periodically desires to provide Students in such courses with an Educational Experience, by utilizing resources, staff, facilities, and personnel of the Host. This Agreement provides the parameters for the Educational Experience between TWU and the Host.

2. GENERAL CONSIDERATIONS.

2.1 Governing Law: This agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to any choice of law rules which would refer the matter to the laws of another jurisdiction.

2.2 This Agreement is effective upon execution by both Parties and will be in effect for: (insert number to the left) (indicate to the left whether in years or months).

The term of this Agreement shall not exceed five (5) years. This Agreement may be terminated by TWU or the Host for any reason and at any time, by providing ninety (90) days advance written notice to the other Party. Should notice of termination be given under this Section, Students already scheduled to train at Host shall be permitted to complete any previously scheduled or active assignment with Host.

2.3 Neither TWU nor Host will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes arising out of or caused only by the other Party’s actions or omissions, whether negligent or otherwise, including without limitation claims based on employment law or allegations of discrimination.

2.4 This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between TWU and the Host; but rather is an agreement by and among two independent contractors. Each Student is placed with the Host for the Educational Experience as part of TWU’s academic curriculum. To the extent allowed under state and/or federal law, neither the Host nor TWU is required to provide worker’s compensation coverage for the Students participating in an Educational Experience.

2.5 Host and TWU shall each provide a contact person (the “Coordinator”) for activities related to the performance of this Agreement. The following contact names and addresses shall be the Coordinators for the Host. Others may be designated in writing by the parties at any time. Any notices required by this Agreement shall be delivered via personal delivery, via first-class mail return receipt requested, or via electronic mail with read receipt, as follows:

For Host:

Name and Title: Laura Klenke
Address: 501 Bolivar St.
City/State/Zip: Sanger, TX 76266
Telephone number: 940-458-3257
Email address: lklenke@sangertexas.org

For TWU:

Name and Title: SLIS Practicum Coordinator
Address: TWU SLIS, Stoddard Hall, 1317 N. Bell Avenue, Room 404
City/State/Zip: Denton, TX 76204
Telephone number: 940-898-2602
Email address: slis@twu.edu

2.6 The parties acknowledge and agree that it shall be the responsibility of each Student to: (i) comply with the Host’s policies and procedures; (ii) report any serious problems related to the Educational Experience, including safety and personnel problems, to the Coordinator at TWU and the Host; and (iii) maintain a personal health insurance policy throughout Student’s Educational Experience with the Host.

2.7 FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), TWU hereby designates the Host as a school official with legitimate educational interest in the educational records of the Students who participate in the Educational Experience, to the extent that access to the records are required by the Host to carry out its responsibilities under this Agreement. The Host agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

2.8 Sovereign Immunity: The Parties acknowledge and expressly agree that nothing in this Agreement, nor any other conduct, action or inaction of any representative of TWU relating to the subject matter hereof, shall be construed as a limitation or a waiver on any of the immunities or defenses to which TWU is entitled, as an agency of the State of Texas. TWU enters this Agreement only to the extent authorized by applicable law. Any provision of this Agreement that is not authorized by or is inconsistent with applicable Texas law, including the opinions of the state’s Attorney General, is invalid. Furthermore, in no event shall TWU be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by Hospital or any third party, even if TWU has been advised of the possibility of such damages.

2.9 Intellectual Property: Host agrees that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with TWU (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of TWU. Host agrees to not use TWU’s Marks in any advertising material of any kind, press release, or any public announcement, without the expressed written permission of TWU’s Marketing and Communications.

3. RESPONSIBILITIES OF TWU. TWU shall:

- 3.1 Provide course information and objectives, and ensure that each participating Student meets academic and other qualifications that are consistent with the objectives and requirements of TWU’s applicable academic program;
- 3.2 Make reasonable efforts to ensure that each Student from TWU is aware of Student’s responsibilities to abide by the terms of Section 2.6 of this Agreement.
- 3.3 Make reasonable efforts to ensure that the Student participates in the Educational Experience during the dates specified unless modified by the Host and TWU. This includes instructing each Student about the consequences of not completing the Educational Experience;
- 3.4 Provide an administrative framework and a teaching faculty adequate in number, qualifications, and competence to develop and carry forward its instruction and supervision as it relates to the Program; and
- 3.5 Ensure that for each Educational Experience, the Coordinator of TWU (i) maintains ongoing contacts with the Student and the Host, (ii) discusses the specifics and expectations of the Educational Experience with the Student and the Host, (iii) monitors the Student’s progress with the Student and the Host, and (iv) advises the Student relative to a program of study related to the Educational Experience.
- 3.6 TWU shall provide to Host, a list of participating Student(s), a description of syllabus requirements, and other related objectives and expectations.

4. RESPONSIBILITIES OF THE HOST. Host shall:

- 4.1 Provide supervision, facilities, and instruction to Students to support their acquisition of skills and knowledge related to their chosen field of study or occupation;
- 4.2 Orient the Student to the Host’s rules, policies, procedures, methods, and operations;
- 4.3 Evaluate the Student’s performance and notify TWU’s Coordinator of any cause of dissatisfaction with or of any known misconduct on the part of the Student;
- 4.4 Comply with all the federal, state, local, and municipal laws, ordinances and codes applicable to Host including without limitation all workplace safety laws and discrimination laws;
- 4.5 If applicable, pay the Student the agreed upon rate of compensation for the term of the Educational Experience and fulfill all legal requirements related to the Student’s performance of the Educational Experience, including without limitation proper classification of the Student as an independent contractor or employee and the legalities associated therewith, as it relates to Student’s relationship with Host;

- 4.6 Accept the primary responsibility for supervision and control of the Student at the Educational Experience site.
- 4.7 Insurance: Upon request from TWU, Host will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
- 4.8 Host shall endeavor to comply with the syllabus requirements and other related objectives and expectations, provided by TWU.
- 4.9 In the event a Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick), while at Host's facility, then Host shall provide necessary emergency health care or first aid, within its capacity, to that Student. In the event that Host does not have the resources to provide such emergency care, then Host shall refer Student to the nearest emergency facility. Student will bear financial responsibility for any charges generated.

5. TEXAS GOVERNMENT CODE PROVISIONS:

- 5.1 Non-Discrimination: The parties agree to comply with applicable state and federal rules governing non-discrimination, equal opportunity and affirmative action.
- 5.2 Texas Public Information Act ("TPIA"): As required by Chapter 552, Texas Government Code, TWU strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the TPIA. Nothing in this Agreement will be construed to prohibit disclosure, to the extent that such disclosure is required by law or valid order of a court or other governmental authority.
- 5.3 Anti-Terrorism Certification: As required by Texas Government Code Section 2252.152, Host represents and warrants that it is not prohibited under Section 2252.152 or identified by (1) the Texas Comptroller as a company with business operations in Sudan; (2) the Texas State Pension Review Board as a company with business operations in Iran; or (3) the Texas Comptroller as a company known to have contracts with, or known to provide supplies or services to, a foreign terrorist organization. Excepted from this prohibition are companies the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran or foreign terrorist organizations.
- 5.4 Boycott Certification: Pursuant to Texas Government Code Chapter 2271, Host certifies that either (1) it meets an exemption criterion under Section 2271.002; or (2) it does not boycott Israel and will not boycott Israel during the term of the Agreement. Pursuant to Texas Government Code Chapter 2276, Host certifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement. Host acknowledges this Agreement may be terminated and payment withheld if either certification is or becomes inaccurate.
- 5.5 Firearm Certification: Pursuant to Texas Government Code Chapter 2274, Host represents and warrants that it (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

5.6 Executive Order No. GA-48 Certification. Pursuant to Texas Governor Executive Order 48, Host certifies that Host or any of its holding companies or subsidiaries if applicable, is not: (1) listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or (2) listed in Section 1260H of the 2021 NDAA; or (3) owned by the government of a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4; or (4) controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce’s foreign adversaries list under 15 C.F.R. § 791.4. Host acknowledges this Agreement may be terminated and payment withheld if this certification is or becomes inaccurate.

6. ENTIRE AGREEMENT.

Headlines in this Agreement are for convenience only. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and shall supersede and replace all prior agreements, promises and understandings, oral or written, between the Parties, regarding the subject matter hereof. No amendment to this Agreement shall be valid unless reduced to writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, THE PARTIES HAVE AFFIXED THEIR SIGNATURES BELOW:

Texas Woman’s University:

Host:

Authorized Signature _____

Authorized Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Date _____

Date _____

AMENDMENT TO FACILITIES USAGE AGREEMENT BETWEEN THE CITY OF SANGER AND THE DOWNTOWN SANGER FARMER’S MARKET

THIS AMENDMENT TO FACILITIES USAGE AGREEMENT BETWEEN THE CITY OF SANGER AND THE DOWNTOWN SANGER FARMER’S MARKET (“Amendment”) is made and entered into by and between the City of Sanger, Texas (the “City”), and the Downtown Sanger Farmer’s Market (“DSFM”).

WITNESSETH:

WHEREAS, on or about December 11, 2024, the City and DSFM entered into a Facilities Usage Agreement (“Agreement”); and

WHEREAS, the City and DSFM desire to amend the Agreement to allow the installation of a temporary sign, as further addressed in this Amendment.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and DSFM agree as follows:

1. Amendment to Agreement. The Agreement is hereby amended by adding a new Section 2 14 to read as follows:

“2 14 DSFM shall be authorized to install a temporary 4-foot-by-4-foot two-way Sign (the “Sign”) on the overflow lot described as property ID 230965. The Sign shall be constructed in substantial compliance with the depiction in Exhibit A, attached hereto and incorporated by reference. The Sign may be installed no earlier than two (2) weeks prior to the beginning of the sales season and shall be removed no later than two (2) weeks after the sales season. The location where the Sign is installed shall be approved by the City prior to its installation.”

2. Authorization to Execute This Amendment. The City Council hereby authorizes the City Manager to execute this Amendment on behalf of the City.

3. Effect of Agreement. Except to the extent referenced in this Amendment, all other provisions contained in the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the dates listed below.

CITY:

CITY OF SANGER, TEXAS,
a Texas municipal corporation

By: _____
Name: John Noblitt
Title: City Manager, City of Sanger

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of May, 2026, by John Noblitt, City Manager of the City of Sanger, Texas.

Notary Public, State of Texas

DOWNTOWN SANGER FARMER’S MARKET:

By: _____

Printed Name: _____

STATE OF TEXAS)

)

COUNTY OF DENTON)

This instrument was acknowledged before me on the ____ day of May, 2026, by _____, known to me to be the person whose name is subscribed to the foregoing instrument, and that she executed the same on behalf of and as the act of Downtown Sanger Farmers Market.

Notary Public, State of Texas

EXHIBIT A
(Sign Depiction)



CITY COUNCIL COMMUNICATION

DATE: May 18, 2026

FROM: Jim Bolz, Director of Public Works

AGENDA ITEM: Consideration and possible action on approving the purchase of water meters and related components for the Water Department; and authorize the City Manager to execute the agreement.

SUMMARY:

- Purchase includes 200 ¾" meters and associated parts to support ongoing operations and system maintenance
- Meters will be used for new service connections, replacements of aging or failed meters, and maintaining inventory levels
- Maintaining adequate inventory ensures timely response to service requests and minimizes operational delays
- Purchase will be made through Aqua Metric, a vendor the City is currently utilizing, and is supported by a sole source letter

FISCAL INFORMATION:

This agenda item will result in a City expenditure associated with the purchase of water meters and related components for the Water Department. The estimated cost for the City is \$127,194.23, which includes the cost of materials and associated parts. Funding will be provided from GL Account #008-50-5372 (Water Meters & Boxes), which currently has an available budget of \$157,130.36

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval

ATTACHMENTS:

- Vendor Quote
- Sole Source Letter



April 21, 2026

Aqua-Metric Sales Company

Kelsey VanCleave
 16914 Alamo Pkwy Bldg 2 | SELMA, TX 78154-1492
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City of Sanger
 Attention:
 Address: PO BOX 1729
 City, State, Zip: Sanger, TX 762660017
 Phone: (940) 458-930
 Email:

Quantity	Description	Tariff	Unit Price	Line Total
200 EA	ALLY30TR 3/4" S Ally TR/PL 8 WHL USG	2,477.92	450.53	90,106.00
200 EA	MXU520MSP MXU 520 M SINGLE PORT T/C	926.31	168.42	33,684.00

This quote for the product and services named above is subject to the following terms:

- All quotes are subject to the Aqua-Metric Terms of Sales available at www.aqua-metric.com
- Quote is valid for thirty days.
- If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- Freight allowed on single Sensus orders exceeding \$80,000.00.
- Net Thirty Days to Pay.
- Returned product may be subject to a 25% restocking fee
- Sales Tax and/or Freight charges are approximated and may vary on final invoice.
- TAXES AND FEES.** All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all applicable Taxes and Fees imposed upon the Goods purchased. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees may result in adjustments to the final invoice accordingly.

Subtotal	123,790.00
Tariff	3,404.23
Sales Tax	0.00
Total	127,194.23

Thirkettle Corporation General Terms of Sale

1. DEFINITIONS.
 - 1.1. "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms").
 - 1.2. "Company" means Thirkettle Corporation, including without limitation wholly owned subsidiaries Aqua-Metric Sales Company™ and Utiliuse™, who is the authorized reseller of certain Goods provided to Customer.
 - 1.3. "Goods" broadly means the collective Products and/or Services sold or otherwise provided by the Company.
 - 1.4. "Product" means any tangible material, object, or software offered for sale by the Company.
 - 1.5. "Service" means a business act or task as performed by an Individual at a predetermined billable rate.
 - 1.6. "Supplier" refers to a third-party business entity who manufactures or supplies various Goods furnished by the Company.
2. CONTRACT OF SALE. All Goods offered for sale are subject to the prices and terms specified in (i) the Terms outlined herein, (ii) an applicable Company quotation, bid, or proposal (collectively, the "Proposal"), and/or (iii) separate agreement duly executed by and between the Company and Customer; all of which are subject to change. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell (the "Agreement"); however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by the Company. Such Additional Terms will not become part of the Agreement unless accepted by the Company in a writing. Notwithstanding anything to the contrary herein, these Terms may be incorporated by reference or otherwise modified, in whole or in part, into a mutually acceptable agreement duly executed between the Company and the Customer.
3. PROPOSALS. Proposals are inclusive of only the Goods detailed within a formal Company quotation form. Proposals will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to change based on the manufacturer's suggested retail price. The Company reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by the Company's Suppliers. Any supplemental or incidental Goods required but not included will be subject to additional costs to the Customer. THE COMPANY MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL PRICING IS ALL INCLUSIVE.
4. ANNUAL SERVICES. Annual Services are the recurring fees for software or Services required to operate, maintain, or support Customer's product and/or software; including but not limited to annual support fees, Software-as-a-Service (or "SaaS") licensing fees, server or data hosting and licensing fees, or any fee requiring a fee for service. Unless otherwise agreed upon in writing between the Company and Customer, annual subscription services will automatically renew annually and will be subject to an automatic annual escalation to the antecedent annual fee imposed by the Supplier.
5. TAXES AND FEES. All prices quoted are exclusive of federal taxes, state taxes, municipal taxes, tariffs, duties, and other government-imposed fees (collectively the "Taxes and Fees") related to the procurement, installation, and delivery of materials and equipment. Customer shall be liable for all Taxes and Fees imposed upon the Goods purchased under this Agreement. Taxes and Fees will be added to each applicable invoice and are the responsibility of the Customer. If Customer is exempt from sales tax, Customer is required to provide all applicable tax exemption documentation at the time of purchase. Any changes in Taxes and Fees during this Agreement may result in adjustments to the final invoice accordingly.
6. PAYMENT TERMS. Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. The Company reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Goods. All payments shall be made via credit card (VISA or MasterCard), check or electronic ACH payment. In the event of dispute, Customer must notify the Company, in writing, within seven (7) days of receipt of an invoice. Notwithstanding, if Customer fails to pay any non-disputed invoice within 30 days of the invoice date, the Company may, in its sole discretion, 1) assess late fees in the amount of one (1) percent per calendar day past due or the highest rate permitted by law, 2) place Customer on "credit hold" and withhold or suspend, in whole or in part, current or future orders or business Services, including without limitation the Annual Services; until Customer has paid all delinquent amounts plus any applicable late fees to the Company. Further, the Company may, in its sole discretion, transfer delinquent invoices to a third-party collections agency. In such event, Customer will be responsible for all fees assessed, including reasonable attorney fees, to collect Customer debts.
7. PRODUCT LEAD TIMES. All purchase orders will be prioritized and fulfilled in the order received. Stock orders will be fulfilled in the most expeditious means available. Non-stock or special order Goods delivery times will be subject to availability and Supplier lead times.
8. PACKAGING. The Company reserves the right to select the manner in which Products are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.
9. SHIPPING AND HANDLING. All Products will be shipped Freight on Board (FOB) Destination Freight Prepaid and Added. The Company will ship all Products using the most economical ground transportation service. Expedited shipments, such as "next day" or "second day", will be at the Customers expense unless otherwise agreed upon by the Company. All applicable shipping and handling charges will be included on the Company's invoice to the Customer. The Company does not guarantee and therefore will not be liable for any delays in shipment.
10. FREIGHT. Oversized Product(s) or bulk orders will be shipped on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform the Company in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.
11. FREIGHT ALLOWANCE. Single Sensus product orders exceeding \$80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. The Company reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.
12. TITLE. Title of Product(s) shall transfer to customer on the date of delivery to Customer's premises.
13. LOSS OR DAMAGE CLAIMS. The Customer is responsible for reporting lost or damaged Products as a result of improper packaging and/or handling to the Company within fifteen (15) business days. Claims may become void if made more than fifteen (15) business days after the product shipment date. Damaged Product(s) will be returned to the point of origin for inspection. The Company reserves the right to repair or replace product(s) damaged in shipment.

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- 14. **CHANGES OR CANCELLATIONS.** Orders submitted to the Company must be canceled or changed by Customer in writing prior to the shipment of Product(s). The Company reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.
- 15. **RETURNS.** No Product(s) may be returned for refund without the prior written authorization of the Company. The Company reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized returns must be received by the Company within six (6) months of the delivery date to the Customer, in "like-new" condition to the Company's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including the Company's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Customer will be responsible for returning the product(s) to the Company's designated distribution warehouse and any cost(s) incurred to repack and/or shipping carrier fees. Customer will be responsible for any damages incurred during shipment. The Company reserves the right to refuse Product(s) which have been installed, used, or otherwise returned in any condition other than new. The Company reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any return.
- 16. **RESTOCKING FEE.** Return Product(s) are subject to a twenty-five percent (25%) restocking fee. Special order Product(s), including but not limited to: meter reading equipment, infrastructure, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.
- 17. **OBSOLESCENCE.** The Company shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any Supplier.
- 18. **PRODUCT WARRANTIES.**
 - 18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; HOWEVER, ANY SUPPLIER WARRANTIES RECEIVED BY THE COMPANY FROM ITS SUPPLIERS SHALL BE PASSED ONTO CUSTOMER.
 - 18.2. The Company warrants that the Services provided by the Company will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the Goods will substantially conform to the Goods specified in the applicable Proposal.
 - 18.3. The Company further warrants that the Product(s) furnished shall be provided to the best of the Company's reasonable ability and in accordance with the information and data provided by Customer in the preparation of the Proposal. The Company makes no representation, warranty, or covenants that the Product(s) furnished will be fully identical or compatible with the make, model, or type required by Customer's specifications.
 - 18.4. **Standard Supplier's Warranty.** Where available, standard Supplier warranties shall apply to all software, service(s), and product(s) furnished by the Company's third-party Suppliers. Nothing in these Terms shall be construed to amend, extend, enhance, or

limit the supplier warranties offered unless such change has been expressly offered by the Supplier in writing and duly accepted by the parties under separate agreement.

- 18.5. **Meter Services Warranty.** This Meter Services Limited Warranty covers the Meter Services (defined below) furnished under Agreement and in accordance with the terms and conditions as follows:

A. Definitions.

- I. "Meter Services" means the installation or exchange of certain residential, commercial, or industrial water, electric, or gas utility meter(s) as provided by the Company or its subcontractor and pursuant to the services performed under agreement.
- II. "Service Account" means Customer's physical property to which Customer provides a Utility Service.
- III. "Utility Service" means the water, electric, and/or gas service offered and provided by Customer as applicable.
- IV. "Worksite" means the actual area of work at the Service Account where the utility meter is located.

B. General Conditions.

- I. The Company warrants that the Meter Services will be performed in a professional and workmanlike manner, exercising discretion in determining the appropriate degree of care, skill, and competence, and aligning with industry standards and codes to the extent reasonably practicable for similar type work.
- II. The warranty is valid for a period of thirty (30) calendar days from the date the Meter Services were performed (the "Warranty Period").
- III. The warranty is limited to the actual work performed by the Company or its subcontractors and does not include work performed by third parties not hired by the Company.
- IV. The Company reserves the right, at its sole discretion, to inspect the Worksite and determine the appropriate course of action to address any warranty defect. If a claim for damage or defect is determined not to be covered by the warranty, the Company may invoice the Customer for any and all costs incurred in inspecting the Worksite. The Company's liability to the Customer under this warranty is strictly limited to, at the Company's option, the repair or correction of the defective Meter Services, and the Company shall not be liable for any other damages or costs.
- V. This warranty is limited to the labor provided to perform the Meter Services and does not include labor to replace manufacturer defects unless such defect was actually caused by the Company's or its subcontractor's negligence.

C. Water Utility Service.

- I. The warranty is limited to the actual area of work: 1) within the meter box (exterior meter sets); or 2) end-to-end between the meter couplings (interior meter sets).
- II. Customer acknowledges and agrees the Company may be unable to reasonably identify the presence or threat of potential or pre-existing damages or defects to the Customer's or property owner's service line. The Company does not warrant against damage or defect(s),

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whether or not such damage or defect was known, of the materials currently installed at the Service Account; including but not limited to the utility meter, service line piping, meter couplings, fittings, galvanized lines or fittings, curb stops, shut off valves, meter risers, meter setters, meter boxes or meter box lids, adjacent utilities lines in or around the utility meter, or other similar materials installed by others which have or may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, deflection caused by ground shift, service line spring, high pressure or repressurizing of the water service, non-compliance with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance.

III. Customer acknowledges and agrees that the temporary disconnection of the water Utility Service to conduct the Meter Services, and any subsequent restoration or pressurization of the water service, may introduce dirt or loosen service line debris (including but not limited to hard water, scale, sediment, etc.) into the service line. Such occurrences shall not constitute a material breach of this Agreement or negligence on the part of the Company. The Company shall not be liable for any damage or defects to household fixtures, including but not limited to water heaters, water softening or filtration systems, sloop valves, appliances, water pressure, electronics, or any other related appurtenances that rely on the water Utility Service provided by Customer. Customer further agrees to indemnify, defend, and hold harmless the Company from any claims, liabilities, or damages arising from such occurrences.

D. Electric Utility Service.

- I. The warranty is limited to the actual area of work contained within the electrical meter box.
- II. The Company does not warrant against damage or defect to electrical equipment including but not limited to wiring, conduit, wire nuts, relays, sockets, main switch, fuses and circuit breakers such as the residual current device (RCD), or other similar materials installed by others and contained within the meter box which may fail during the Meter Services due to age, normal wear and tear, deterioration, defect, non-compliant with current industry regulations or codes, negligence, tampering, or lack of proper or routine maintenance. Further, the Company does not warrant against damage or defect caused by hot sockets, overcurrent, electrical arcing, or external factors such as electrical surges.
- III. Customer acknowledges and agrees that the electric Utility Service will be temporarily disconnected to conduct the Meter Services. The Company shall not be liable for any damage, defect, or loss to household fixtures, including but not limited to fuse and circuit panels, wiring, receptacles and switches, appliances, electronics, lighting, or any other related appurtenances that rely on the electric Utility Service provided by Customer and may become damaged, defective, or otherwise affected due to the electrical Utility Service disruption. Customer assumes all risks associated with such disruption and agrees to

indemnify, defend, and hold harmless the Company from any claims, liabilities, or losses arising therefrom.

E. Gas Utility Service.

- I. The warranty is limited to the actual work performed to exchange or retrofit a gas index or SmartPoint to the existing gas meter. The Company will not disconnect the gas Utility Service or perform any other service to the existing gas utility meter during the Meter Service.

F. Limitations.

- I. The Company does not warrant against defects to the work resulting from tamper, vandalism, negligence, "Acts-of-God", pre-existing or uncontrollable conditions, or any service work or repair performed by third parties not hired by the Company.
- II. Unless otherwise expressly provided herein, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, warrants that the operation of the services will be uninterrupted or error free. Further, neither the Company, nor any of its suppliers, vendors, licensors, subcontractors, including employees, agents, or assigns thereof, will be responsible for (i) lost revenue, including revenue lost from third parties, persons, or entities, such as bills for electricity, lighting, gas, or water consumption; (ii) any In/Out Costs, where "In/Out Costs means any and all costs and expense incurred by Customer in transporting goods between Customer's warehouse and Service Account, including any and all costs and expenses incurred in installing, uninstalling, and removing goods; and (iii) any manual meter reading costs and expenses.
- III. The Company, nor any of its suppliers, vendors, subcontractors, or assigns including employees, agents, or assigns thereof, shall not be responsible for any Service Account in which it's occupant(s) rely on the Utility Service for medical reasons, including proper function of certain medical equipment, and such Service Accounts have not been previously disclosed by Customer to the Company. In avoidance of doubt, the Company expressly disclaims liability for Service Accounts which require Utility Services to operate certain medical equipment including but not limited to breathing machines, respiratory devices, ventilators, cardiac pumps, apnea monitors, feeding equipment, dialysis, communication devices, or other similar devices. Customer will provide the Company with a list of all known or suspect Service Accounts which rely on constant Utility Services to operate medical equipment in advance of the Meter Services. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE STATE LAW(S), CLIENT SHALL HOLD THE COMPANY, ITS SUPPLIERS, SUBCONTRACTORS, OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AND ASSIGNS HARMLESS FROM ANY AND ALL LOSSES, COSTS, FINES, PENALTIES, DAMAGES, AND OTHER AMOUNTS (INCLUDING REASONABLE ATTORNEY FEES) INCURRED BY, ASSESSED AGAINST, OR IMPOSED ON THE COMPANY AND ARISING FROM OR IN CONNECTION WITH ANY AND ALL THIRD PARTY SUITS, CLAIMS, ACTIONS OR DEMANDS FOR (I) PERSONAL INJURIES, DEATH OR (II) DAMAGE TO

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TANGIBLE PERSONAL AND REAL PROPERTY CAUSED BY CLIENT'S FAILURE TO COMPLY WITH THIS SECTION.

G. LIMITATIONS AND DISCLAIMERS OF LIABILITY.

- I. LIMITATIONS. Unless otherwise expressly provided herein, neither the Company nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. The Company will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services, except to the extent such damages are directly caused by the Company's gross negligence or willful misconduct.
 - II. DISCLAIMER OF CERTAIN DAMAGES. IN NO EVENT SHALL ANY PARTY HAVE ANY LIABILITY TO ANOTHER PARTY HERETO FOR ANY LOST PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF USE, COSTS OF COVER, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, EXCEPT TO THE EXTENT SUCH DAMAGES ARE DIRECTLY CAUSED BY THE COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
19. RETURN MATERIAL AUTHORIZATION. Product(s) returned for warranty and in accordance with Standard Supplier's Warranty will be returned directly to the Supplier unless otherwise instructed by the Company. Customer shall submit a list of defective items with description of failure, Product(s) type(s), model(s), serial number(s) or identification number(s), and any additional pertinent information requested by the Company to identify the product in Excel format to rma-norcal@aquametric.com; rma-social@aquametric.com; rma-texas@aquametric.com; or rma-louisiana@aquametric.com. The Company will generate a Return Material Authorization ("RMA") form for the Customer to include with the Product(s) shipment to the Supplier. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Supplier for warranty claims.
 20. FORCE MAJEURE. The Company shall not be held liable for delay, suspension, or cancellation in fulfilling or failure to fulfill its obligations under this Agreement, if such delay or failure is caused by events beyond the Company's reasonable control, including, without limitation, natural calamity, acts of God, terrorist events, pandemic, epidemic, strikes, lockouts or labor disruption, wars, riots or embargo delays, government allocations or priorities, shortages of transportation, fuel, labor, or materials, inability to produce or procure the products or raw materials, or any other circumstance or cause, including unforeseen cost(s) imposed upon the Company by its Suppliers or governmental mandate to furnish the Goods which may arise from circumstances beyond the Company's reasonable control.
 21. LIMITATION OF LIABILITY.
 - 21.1. THE COMPANY'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO THE COMPANY UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH THE CLAIM IS BROUGHT, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.
 - 21.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, THE COMPANY'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. THE COMPANY SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
 - 21.3. The limitations on liability set forth in this Agreement are fundamental inducements to the Company entering into this Agreement. They apply unconditionally and in all respects and shall be interpreted as broadly as possible to afford the Company the maximum protection permitted under law. To the fullest extent permitted by law, no Cause of Action may be instituted by Customer against the Company more than six (6) months after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than six (6) months prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that the Company is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent permitted by law, Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses, including attorney's fees, arising from or related to any Owner's claims, to the extent that the Company would not be liable to Customer under these Terms if the claim had been made by Customer.
 22. INDEMNIFICATION. To the maximum extent permitted by law, Customer agrees to defend, indemnify, and hold the Company harmless from any and all losses, costs, fines, penalties, damages, and other amounts, including reasonable attorney fees (collectively the "Losses"), incurred by, assessed against, or imposed on the Company arising from or in connection with Customer's use of the Goods, regardless of whether such Losses were caused in part by the Company's actions or omissions, except to the extent such Losses were solely and directly caused by the Company's willful misconduct or gross negligence.
 23. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" refers to any non-public, proprietary, or sensitive information disclosed by one party to another party in connection with this Agreement, whether in written, oral, electronic, or any other form. Confidential Information includes without limitation business plans, strategies, financial data, pricing, contracts, trade secrets, proprietary technology, software, technical specifications, Customer data (such as billing account data, payment information), Supplier information, employee information, and any other work product or information marked or reasonably understood to be confidential. Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to

April 21, 2026

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consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the public, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Company Confidential Information, and the Company will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, and at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.

24. **ASSIGNMENT.** Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of the Company. Any attempted assignment in violation of this section shall be null and void.
25. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles. In the event of any dispute arising out of or relating to this Agreement, the parties agree that jurisdiction and venue shall be proper in the state and federal courts of California, or, where applicable, in the state where the transaction giving rise to the dispute occurred. The parties shall first attempt to resolve the matter through an informal dispute resolution process by making a good faith effort, either through email, mail, phone conference, in person meetings, or other reasonable means to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties shall submit the matter to non-binding mediation. If no resolution is reached after having completed these steps in good faith, any legal action shall be brought in the state or federal courts located in California, and both parties consent to the exclusive jurisdiction and venue of such courts unless otherwise agreed.
26. **COMPLIANCE WITH LAWS.** Customer shall at all times comply with all applicable laws and regulations, as they exist at the time of acceptance and as they may be amended, changed, or supplemented. Customer shall not take any action or permit any action by a third party that could result in the Company being held liable for any violation of applicable laws. Customer shall perform its obligations under this Agreement in strict compliance with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal, or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound. Customer agrees to indemnify, defend, and hold harmless the Company from and against any and all claims, liabilities, losses, damages, costs, and expenses arising from or related to Customer's failure to comply with this clause.
27. **SEVERABILITY.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
28. **NON-WAIVER.** The failure, delay, or partial exercise by the Company in exercising any right, power, or privilege under this Agreement shall not be construed as a waiver of any such right, power, or privilege, nor shall it preclude any other or further exercise thereof or the exercise of any other right, power, or privilege. Any waiver by the Company must be in writing and signed by an authorized representative of the Company to be effective.

Jim Grillo
Sensus USA, Inc
Director of Sales Central Region
612-867-3283
jim.grillo@xylem.com



September 29, 2025

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that Aqua Metric of Selma, TX is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the states of Texas and Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at jim.grillo@xylem.com regarding this or any other matter.

Sincerely

A handwritten signature in black ink, appearing to read "J. Grillo", written in a cursive style.

James C. Grillo
Director of Sales Central Region
Sensus USA, Inc



CITY COUNCIL COMMUNICATION

DATE: May 18, 2026

FROM: Jim Bolz, Director of Public Works

AGENDA ITEM: Consideration and possible action on entering into an Advance Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT) for aesthetic noise wall panels associated with the project along Interstate 35; and authorize the City Manager to execute the agreement.

SUMMARY:

- TxDOT is designing a noise wall project along Interstate 35 within the City of Sanger
- The City has requested upgraded aesthetic panels in place of standard noise wall panels
- Under TxDOT policy, the City is responsible for 100% of the cost associated with the aesthetic enhancements
- The project is scheduled for a November 2026 letting date
- The City must execute the Advance Funding Agreement (AFA) and submit payment prior to August 1 to meet project schedule requirements
- The estimated cost to the City is approximately \$113,219.15
- Final costs will be based on actual construction expenses as determined by TxDOT

FISCAL INFORMATION:

This agenda item will result in a City expenditure associated with the aesthetic upgrades to the Interstate-35 noise wall project. The estimated cost for the City is \$113,219.15, which includes construction, direct state costs, and indirect state costs as outline in the Advance Funding Agreement. Funding will be provided from GL Account # 004-30-6534, I-35 Aesthetics, which currently has an available budget of \$150,000. Final costs will be based on actual project expenses as determined by the Texas Department of Transportation.

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval

ATTACHMENTS:

- Advance Funding Agreement
- Resolution

CCSJ #	0195-02-092		
AFA CSJs	0195-02-092		
District #	18	AFA ID	Z00012843
Code Chart 64 #	37800		
Project Name	IH35 from N of Rector to S of FM 455		

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
LOCAL GOVERNMENT CONTRIBUTIONS WITH NO REQUIRED MATCH
On-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the City of Sanger, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Numbers **116752 and 116997** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **reconstruction improvements on IH 35 in the City of Sanger**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated May 18, 2026, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

CCSJ #	0195-02-092		
AFA CSJs	0195-02-092		
District #	18	AFA ID	Z00012843
Code Chart 64 #	37800		
Project Name	IH35 from N of Rector to S of FM 455		

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	N/A	Utilities	Article 8
2.	N/A	Environmental Assessment and Mitigation	Article 9
3.	N/A	Architectural and Engineering Services	Article 12
4.	State	Construction Responsibilities	Article 13
5.	N/A	Right of Way and Real Property	Article 15

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of construction of aesthetic elements, consisting of colored, decorative noise wall panels on IH 35 from North of Rector to South of FM 455 in the City of Sanger as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

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- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

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- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State

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manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. Upon completion of the project by the State, the Local Government will assume responsibility for the cost and overruns associated with the maintenance of the project to include repair, replacement, and/or other required or needed maintenance work of aesthetic elements, consisting of colored, decorative noise wall panels in the City of Sanger.

Upon written notification and approval by the State, the Local Government shall maintain the project in accordance with applicable State roadway maintenance manuals and standards.

15. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

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- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each

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parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Sanger ATTN: City Mayor 502 Elm Street Sanger, TX 76266	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of

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HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

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because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

29. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Typed or Printed Name

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

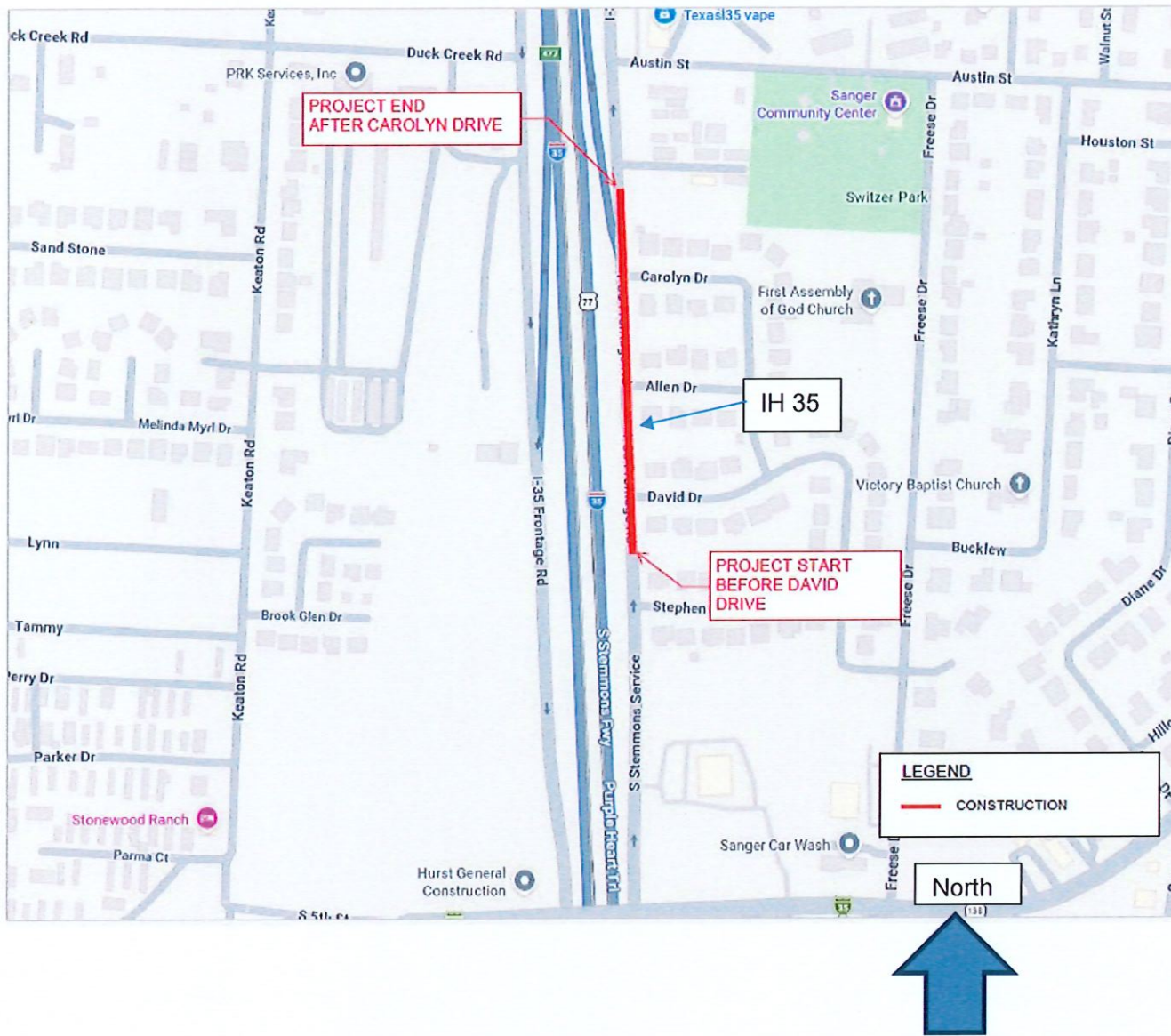
Typed or Printed Name

Typed or Printed Title

Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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**ATTACHMENT B
PROJECT BUDGET**

Construction costs will be allocated based on 100% Local funding. The Local Government will then be responsible for cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by State)	\$99,360.00	0%	\$0	0%	\$0	100%	\$99,360.00
Direct State Costs @ 13.22%	\$13,135.39	0%	\$0	0%	\$0	100%	\$13,135.39
Subtotal	\$112,495.39		\$0		\$0		\$112,495.39
Indirect State Costs (5.51%)	\$723.76	0%	\$0	0%	\$0	100%	\$723.76
TOTAL	\$113,219.15		\$0		\$0		\$113,219.15

Initial payment by the Local Government to the State: \$113,219.15.

Estimated total payment by the Local Government to the State \$113,219.15.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

Draft

CITY OF SANGER, TEXAS

RESOLUTION NO. 2026-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR GENERALLY DESCRIBED AS RECONSTRUCTION IMPROVEMENTS ON IH 35 IN THE CITY OF SANGER; AUTHORIZING ITS EXECUTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger finds it in the best interest of the citizens of Sanger to enter into an Advance Funding Agreement (AFA) with TxDOT; and

WHEREAS, via Minute Order Numbers 116752 and 116997 the Texas Transportation Commission authorized generally described as reconstruction improvements on IH 35 in the City of Sanger project (the "Project") to receive I-35 Aesthetics funds for aesthetic noise wall panels associated with the project along Interstate 35 and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of Sanger commits to provide the match. The local match is comprised of cash; and

WHEREAS, the City of Sanger is responsible for all nonreimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of City of Sanger desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project; and

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

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

SECTION 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

SECTION 2. That the City Council of Sanger, Texas approves the scope of work for construction of aesthetic elements, consisting of colored, decorative noise wall panels on IH 35 from North of Rector to South of FM 455 in the City of Sanger as shown on **Exhibit A**, the Advance Funding Agreement.

CCSJ # 0195-02-092
AFA CSJs 0195-02-092
District # 18
AFA ID Z00012843
Code Chart 64 # 37800
Project Name IH35 from N of Rector to S of FM 455

SECTION 3. That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE 18 DAY OF MAY 2026.

APPROVED:

Gary Bilyeu, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

City Attorney



CITY COUNCIL COMMUNICATION

DATE: May 18, 2026

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Conduct a public hearing on Ordinance No. 05-21-26 an amendment to Apx ZO Zoning Ordinance, Article 3, Established Zoning Districts and Uses, of the Code of Ordinances.

SUMMARY:

- Revise the Land Use Table for clearer comprehension and a more complete list of uses.
- Added UMF and UMU regulations to define these Urban use areas further.
- Corrected some discrepancies in setbacks and minimum lot square footage to the Medium-Density, Town Residential, and Urban Single-Family districts.
- These amendments were included as part of the original contract, and no additional fees were incurred.
- Planning & Zoning recommended approval on 05-11-26

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

N/A



CITY COUNCIL COMMUNICATION

DATE: May 18, 2026

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on Ordinance No. 05-21-26 an amendment to Apx ZO Zoning Ordinance, Article 3, Established Zoning Districts and Uses, of the Code of Ordinances.

SUMMARY:

- Revise the Land Use Table for clearer comprehension and a more complete list of uses.
- Added UMF and UMU regulations to define these Urban use areas further.
- Corrected some discrepancies in setbacks and minimum lot square footage to the Medium-Density, Town Residential, and Urban Single-Family districts.
- These amendments were included as part of the original contract, and no additional fees were incurred.
- Planning & Zoning recommended approval on 05-11-26

FISCAL INFORMATION:

N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Ordinance No. 05-21-26

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

CITY OF SANGER, TEXAS

ORDINANCE 05-21-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE CITY OF SANGER CODE OF ORDINANCE APX ZO ZONING, 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 occur in a controlled and orderly manner; and

WHEREAS, on May 18, 2026, the City Council approved Ordinance 05-21-26 amending Apx ZO Zoning Ordinance; and

WHEREAS, all requests for an amendment to the Code of Ordinances were duly filed with the City of Sanger, Texas, concerning the hereinafter described; and

WHEREAS, the Planning and Zoning Commission on May 11, 2026, duly covered and conducted a public hearing for the purpose of assessing a request for an amendment to the code of ordinances recommending approval for the hereinafter described 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. That Apx ZO Zoning Ordinance is amended as follows, and in Exhibit A, B, C, D, and E.

1. Article II, Section 3.F6 – Change reference Section 18 to Section 20
2. Article III, Section 1. City-Wide Table, Residential TR to include Previous Zoning Districts SF-8: SF-9
3. Article III, Section 1.4.C - Change reference from Section 18 to Section 20
4. Article III, Section 2.A.2 – Change reference from Section 18 to Section 20
5. Article III, Section 2.C – Update Schedule of Use Table – Exhibit A
6. Article III, Section 3.F - Article III, Section 1.4.C - Change reference from Section 18 to Section 20

7. Article III Section 5.5 - Article III, Section 1.4.C - Change reference from Section 18 to Section 20
8. Article III Section 7.E.2 - Article III, Section 1.4.C - Change reference from Section 18 to Section 20
9. Article III Section 8.A – Add districts of “2F (Two-Family Residential) and MF-1 (Multi-Family Residential 1)” and remove “and MF-2 (Multi-Family Residential 2)”
10. Article III Section 8.C - Article III, Section 1.4.C - Change reference from Section 18 to Section 20
11. Article III Section 9.A – Add the existing “residential” and Article III, Section 1.4.C - Change reference from Section 21 to Section 23
12. Add – Article III Section 10 “UMF” Urban Multifamily Residential District – Exhibit B
13. Article III Section 10.B.2 - Change reference from Section 18 to Section 20
14. Article III Section 10.B.i - Change reference from Section 18 to Section 20
15. Article III Section 10.C.i - Change reference from Section 18 to Section 20
16. Article III Section 10.D - Change reference from Section 18 to Section 20
17. Article III Section 12.B.6 - Change reference from Section 18 to Section 20
18. Add – Article III Section 14 “UMU” Urban Mixed Use District – Exhibit C
19. Article III Section 14.D - Change reference from Section 18 to Section 20
20. Article III Section 21 – Add definitions for Data Center Exhibit E
21. Article III Section 21 - Amend definition of Golf-Course Exhibit E
22. Article III – Renumber existing Article III Sections 10-21 to include the two new sections, creating Sections 1-23
23. Article III Section 5.C – Amend Lot Depth to 110’ and Lot area to 7150 sq. ft., Secondary Building Rear Yard 3’ Side Yard to 8’ and Side Street 20’ – Exhibit D
24. Article III Section 5.C.2.a – Amend Lot Area to 7150 square feet – Exhibit D
25. Article III Section 6.C – Amend Lot Area to 4500 square feet - Exhibit D
26. Article III Section 6.C.2.a – Amend Lot area to 4500 square feet – Exhibit D
27. Article III Section 9.C.1.b – Amend Secondary Building Side Yard to 8’ and Side Street to 20’ and Rear Yard to 3’ - Exhibit D

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 6. 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 **18th** day of **May**, 2026.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

Section 2. Use of Land and Buildings

A. General District Regulations.

1. For all residential uses:

a. Secondary Building Setbacks.

- i. Minimum Front Yard: Attached secondary buildings or structures, including garages and carports, shall have a front yard not less than the main building, or as specified in the particular district. Detached secondary buildings or structures shall be located in the area defined as the side yard or rear yard.
- ii. Minimum Side Yard: Three feet (3')
- iii. Minimum Rear Yard: Three feet (3')

2. Parking regulations: Two (2) attached enclosed spaces behind the front yard line for single-family dwelling units plus a minimum driveway parking space of seventeen (17) feet wide and seventeen (17) feet long. Other off-street parking spaces shall be provided in accordance with the requirements for specific uses set forth in [Article III, Section 20](#), "Specific Use Permit".

B. Land and buildings in each of the following classified districts may be used for any of the following listed uses but no land shall hereafter be used and no building or structure shall hereafter be occupied, used, erected, altered, removed, placed, demolished, or converted which is arranged or designed to be used for other than those uses specified for the district in which it is located as set forth by the following Schedule of Use table.

1. Legend for interpreting Schedule of Uses

P	Designates use permitted in district indicated
—	Designates use prohibited in district indicated
S	Designates use may be approved as Specific Use Permit
*	Designates use standards apply in district indicated

For alphabetical list of uses and their definitions, see Article III, Section 23.

C. Schedule of Use Table.

	City											Urban Downtown			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Primary Residential Uses															
Single Family Dwelling (attached)	P	P	P	P	P	P	—	—	—	—	—	P	—	P	—

	City											Urban Downtown			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Single Family Dwelling (detached)	P	P	P	P	P	P	—	—	—	—	—	—	—	—	—
Two-Family Dwelling	—	—	—	—	—	P	P	P	—	—	—	S	—	—	—
Multiple-Family Dwelling	—	—	—	—	—	—	P	P	—	—	—	—	P	S	—
Boarding or Rooming Houses	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Manufactured Home as a Fixed Dwelling	—	—	—	—	—	—	—	P	—	—	—	—	—	—	—
Manufactured Home Park	—	—	—	—	—	—	—	P	—	—	—	—	—	—	—
Manufactured Home Subdivision	—	—	—	—	—	—	—	P	—	—	—	—	—	—	—
Motel or Hotel	—	—	—	—	—	—	—	—	P	P	—	—	—	—	P
Short-Term Rental	—	—	—	—	—	—	—	—	—	—	—	P	P	P	—
Secondary and Incidental Uses															
Secondary Building	P	P	P	P	—	P	P	P	—	—	—	P	P	—	P
Secondary Building (non-residential)	—	—	—	—	—	—	—	—	P	P	P	—	—	S	P
Secondary Building Farm	P	P	P	P	—	—	P	P	—	—	—	—	—	—	—
Customary Home Occupation	P	P	P	P	—	P	P	P	—	—	—	—	—	S	—
Off-Street Parking Incidental to Main Use	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Stable (Commercial)	S	—	S	—	—	—	—	—	—	—	—	—	—	—	—
Stable (Private)	P	—	P	—	—	—	—	—	—	—	—	—	—	—	—
Swimming Pool as Home Occupation	P	—	S	S	—	—	S	S	—	—	—	S	S	S	—
Swimming Pool (Private)	P	—	P	P	—	—	P	P	—	—	—	P	P	P	—
Tennis Court (Private)	P	—	P	S	—	—	S	—	—	—	—	S	S	P	—
Temp. Field Office, Construction Yard or Office	Subject to temporary permit issued by building official														
Utility and Service Uses															
Electrical Energy Generating Plant	S	—	—	—	—	—	—	—	S	S	P	—	—	—	—
Electrical Substation, Bulk Power	S	—	—	—	—	—	—	—	S	S	P	—	—	—	—
Electrical Transmission Line (High Voltage)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Fire, Police or Municipal Building	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P

	City											Urban Downtown			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Franchised Private Utility	S	—	—	—	—	—	—	—	—	—	P	—	—	—	—
Gas Line and Regulating Station	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Local Utility Line	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Public Building Shop or Yard of Govt. Agency	P	—	—	—	—	—	—	—	S	—	—	—	—	—	S
Radio, Television or Microwave Tower	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Radio, Television or Microwave Transmitting Station	S	—	—	—	—	—	—	—	S	S	S	—	—	S	S
Sewage Treatment Plant	S	—	—	—	—	—	—	—	S	—	P	—	—	—	—
Telephone Business Office	—	—	—	—	—	—	—	—	P	—	P	—	—	—	S
Telephone Exch. Switching Relay Station	—	—	—	—	—	—	—	—	P	—	P	—	—	P	S
Utility Shops or Storage Yard or Building	P	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Water Reservoir, Well or Pump Station	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Water Standpipe or Elevated Water Storage	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Water Treatment Plant	P	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Recreational and Entertainment Uses															
Amusement, Commercial (Indoor)	—	—	—	—	—	—	—	—	P	P	—	—	—	S	P
Amusement, Commercial (Outdoor)	S	—	—	—	—	—	—	—	P	P	—	—	—	—	P
Country Club (Private)	S	—	—	—	—	—	—	—	S	S	—	—	—	—	—
Day Camp for Children	—	—	—	—	—	—	—	—	P	P	—	—	—	—	P
Drag Strip or Commercial Racing	—	—	—	—	—	—	—	—	P	—	—	—	—	—	—
Game Room	—	S	—	—	—	—	—	—	—	—	—	—	—	—	—

	City											Urban Downtown			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Golf Course (Public or Private)	S	S	—	—	—	—	—	—	P	—	—	—	—	—	—
Handball, Tennis, or Swim Club	P	S	S	S	S	S	S	S	P	P	P	S	S	P	P
Park or Playground	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Playfield or Stadium (public)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Private Club	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Rodeo Grounds	S	S	—	—	—	—	—	—	S	—	S	—	—	—	—
Roller or Ice Rinks	—	—	—	—	—	—	—	—	P	P	—	—	—	—	P
Swimming Pool (Commercial)	—	—	—	—	—	—	—	—	P	P	—	—	—	S	P
Theater or Playhouse (Indoor)	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Theater (Outdoor)	P	—	—	—	—	—	—	—	P	P	—	—	—	—	P
Zoo (Private)	S	S	—	—	—	—	—	—	S	—	—	—	—	—	—
Zoo (Public)	S	S	—	—	—	—	—	—	S	—	—	—	—	—	—
Educational, Institutional, and Special Uses															
Art Gallery or Museum	P	—	—	—	—	—	—	—	P	S	P	—	—	P	P
Cemetery or Mausoleum	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Church or Rectory	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
College or University	—	—	—	—	—	—	—	—	S	S	S	—	—	P	S
Community Center (Public)	S	S	S	S	S	S	S	S	S	S	-	S	S	P	S
Fairgrounds or Exhibit Area	P	—	—	—	—	—	—	—	S	—	S	—	—	—	—
Fraternal org. Lodge, Union Hall	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Home for Aged Residence	—	—	—	—	—	—	S	—	—	—	—	—	S	—	—
Hospital, Acute Care	—	—	—	—	—	—	—	—	P	S	S	—	—	—	S
Hospital, Chronic Care	—	—	—	—	—	—	—	—	P	S	S	—	—	—	S
Institution for Alcohol, Narc or Psychiatric Care	—	—	—	—	—	—	—	—	S	—	S	—	—	—	S
Religious, Charitable or Philanthropic Institution	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Kindergarten or Nursery School	—	P	P	P	P	P	P	P	P	P	—	P	P	P	P
School, Business	S	—	—	—	—	—	—	—	S	S	P	—	—	S	S

	City											Urban Downtown			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
School, Commercial or Trade	S	—	—	—	—	—	—	—	S	S	P	—	—	S	S
School, Public or Private	P	P	P	P	P	P	P	P	P	P	—	P	P	P	P
Transportation Related Uses															
Airport or Landing Field	S	—	—	—	—	—	—	—	—	—	S	—	—	—	—
Bus Station or Terminal	—	—	—	—	—	—	—	—	P	—	—	—	—	—	—
Hauling or Storage Company	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Heliport, Helistop	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Motor Freight Terminal	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Parking Lot, Commercial Auto	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Parking Lot, Trucks and Trailers	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Automobile and Related Service Uses															
Auto Glass, Seat Cover or Muffler Shop	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Auto Laundry (Car Wash)	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Auto Painting, Body Rebuilding Shop	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Auto Parts and Accessory Sales (Indoors)	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Auto Storage or Auto Auction	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Gasoline Service Station	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Motorcycle Sales and Repair	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
New or Used Auto Sales (Outdoor)	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
New or Used Auto Sales (Indoor)	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Repair Garage	—	—	—	—	—	—	—	—	P	—	P	—	—	—	—
Retail and Related Service Uses															
Antique Shop	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Art Supply Store	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Bakery or Confectionery Shop (Retail)	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Bank, Saving and Loan Office	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P

	City									Urban Downtown					
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Barber or Beauty Shop	I	I	I	I	I	I	I	I	P	P	—	—	—	P	P
Book or Stationary Shop or Newsstand	I	I	I	I	I	I	I	I	P	P	—	—	—	P	P
Cash Advance or Payday Loan Office*	—	—	—	—	—	—	—	—	S	—	—	—	—	—	—
Cleaning and Pressing, Pick-up Service	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Cleaning Plant – Commercial	—	—	—	—	—	—	—	—	P	P	—	—	—	—	P
Convenience Store	—	—	—	—	—	—	—	—	P	P	P	—	—	—	P
Custom Personal Service Shop, excluding Tattoo Shop	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Discount or Department Store	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Drapery, Needlework, Weaving Shop	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Drug Store Pharmacy	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Florist or Garden Shop	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Food and Beverage Sales Store	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Food Truck or related service	P	S	—	—	—	—	—	—	P	S	P	S	S	S	P
Furniture or Appliance Store	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Greenhouse, Plant Nursery (Retail)	—	—	—	—	—	—	—	—	P	P	—	—	—	—	P
Handcraft Shop and Art Objects Sales	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Hardware Store or Hobby Shop	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Household Appliance Service or repair	—	—	—	—	—	—	—	—	P	P	—	—	—	—	P
Incidental and Secondary Retail and Service Uses	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Key Shop	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Laboratory, Medical and Dental	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Laundry and Cleaning (Self-Service)	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P

	City									Urban Downtown					
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Liquor Store	I	I	I	I	I	I	I	I	P	P	—	I	—	—	P
Medical Appliances, Fitting Sales or Rental	I	I	I	I	I	I	I	I	P	P	—	I	—	P	P
Modular Building Sales, Service and Rental	—	—	—	—	—	—	—	—	P	P	—	—	—	—	P
Mortuary or Funeral Home	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Office, General Business or Professional	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Office, Medical or Dental	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Outside Display and Sales	—	—	—	—	—	—	—	—	P	P	—	—	—	—	P
Pawn Shop	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Pet Shop	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Quick Service Food and Beverage Shop	—	—	—	—	—	—	—	—	P	P	—	—	—	S	P
Restaurant or Cafeteria (Drive-In Service)	—	—	—	—	—	—	—	—	P	P	—	—	—	S	P
Restaurant or Cafeteria (No Drive-In)	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Retail Shop, Apparel, Gift, Similar Items	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Sexually Oriented Business	—	—	—	—	—	—	—	—	—	—	S	—	—	—	—
Studio, Decorator, Artist, Photographer	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Tattoo Shop	—	—	—	—	—	—	—	—	S	S	S	—	—	—	S
Tavern	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Tool Rental	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Travel Bureau or Travel Consultant	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Variety Store or Similar Retail Shop	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Studio, Health, Reducing or Similar Service	—	—	—	—	—	—	—	—	P	P	—	—	—	P	P
Vape or Smoke Shop	—	—	—	—	—	—	—	—	S*	S*	—	—	—	—	—

	City											Urban Downtown			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Veterinarian, Office Only (No Animal Hospital)	-	-	-	-	-	-	-	-	P	P	-	-	-	P	P
Veterinarian Hospital (inside Pens only)	S	-	-	-	-	-	-	-	P	S	-	-	-	-	-
Veterinarian Hospital (outside Animal Pens)	S	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Agricultural Type Uses															
Animal Feed Lot	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Animal Pound (Public or Private)	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Farm, Ranch, Garden or Orchard	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Emu Farm	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Greenhouse or Nursery (Commercial)	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Hatchery, Poultry	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Kennel	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Farmer's Market	P	-	-	-	-	-	-	-	P	S	P	-	-	P	-
Commercial Type Uses															
Bakery and Confectionery (Wholesale)	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Bottling Works	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Building Material Sales	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Cabinet or Upholstery Shop	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Clothing, Similar Light Manufacturing	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Contractor Storage, Equipment Yard	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Data Center	-	S	-	-	-	-	-	-	S	-	S	-	-	-	-
Dyeing or Laundry Plant	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Heavy Machinery Sales, Storage or Repair	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Laboratory Manufacturing	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Laboratory, Scientific or Research	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Lithographic or Print Shop	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-

	City											Urban Downtown			
	A	PD	RD	MD	TR	2F	MFR	MHP	RC	NC	I	USF	UMF	UMU	UR
Maintenance and Repair Service for Buildings	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Milk Depot, Dairy or Ice Cream Plant	P	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Paint Shop	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Plumbing, Heating and Air Conditioning Shop	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Storage Warehouse	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Trailer or Mobile Home Sales or Rental	-	-	-	-	-	-	-	-	P	-	P	-	-	-	-
Welding or Machine Shop	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Wholesale Storage and Sales	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-
Natural Resources Storage															
Caliche Pit and Caliche Storage	S	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Mining and Storage of Mining Waste	S	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Petroleum Storage and Collection Facilities	S	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Sand Gravel Extraction or Storage	S	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Topsoil, Earth or Stone Extraction or Storage	S	-	-	-	-	-	-	-	-	-	P	-	-	-	-
Special Industrial Processes															
Asphalt or Concrete Batching Plant (Perm)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Asphalt or Concrete Batching Plant (Temp)	S	S	S	S	S	S	S	S	S	S	S	-	-	-	-
Brick Kiln or Tile Plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sanitary Fill	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Slaughter House of Meat Packing Plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Smelter, Refinery or Chemical Plant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Any use which could create an environmental problem due to emissions, visual quality, odor, noise, hazard or similar factors	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

GENERAL MANUFACTURING AND INDUSTRIAL USES

See uses as listed in [Article III, Section 16](#) of this ordinance.

** Refer to relevant zoning district regulations and descriptions of permitted uses for further information regarding this particular use.*

Section 10. "UMF" Urban Multi Family Residential District

- A. General Purpose and Description. This district is intended to provide for dwellings that are high-density multi-family in nature, including those within the previous zoning district of MF-2 (Multi-Family Residential 2). Typical developments are apartments located near downtown and may included mixed-use on the ground floor with 2nd story residential.
- B. Use Regulations. A building or premises in the UMF district shall be used only for the following purposes:
 - 1. Multi-family dwelling (apartment building).
 - 2. Other uses as listed in Article III, Section 2 of this ordinance.
- C. Specific Uses. The following specific uses shall be permitted in an MFR district, when granted in accordance with Article III, Section 20:
 - 1. Uses listed in **Article III, Section 2.C.** of this ordinance.
- D. Height Regulations. No building shall exceed forty-five (45) feet.
- E. Area Regulations.

Lot Size	Standards
Lot width (min.)	none
Lot depth (min.)	none
Lot area (min. per dwelling unit)	none
Coverage	Standards
Lot coverage (max.)	100%
Dwelling Size (min.)	Efficiency - 550 sq. ft. 1 BR - 650 sq. ft. 2 BR - 800 sq. ft. 3 BR - 950 sq. ft.
Building Setbacks	
Front Yard (min.)	none
Rear Yard (min.)	none except 10' when adjacent to a residential district
Side Yard (min.)	none except 10' when adjacent to a residential district
Side Street (min.)	15'
Secondary Buildings	Standards
Rear Yard (min.)	none except 10' when adjacent to a residential district
Side Yard (min.)	none except 10' when adjacent to a residential district

Front Yard (min.) 60'

1. Size of Yards.

a. Front Yard. None required.

b. Side Yard. None required, except where a UMF district abuts a residential district in which case there shall be a minimum side yard depth of ten (10) feet. The minimum side yard depth on a lot adjacent to a side street shall be fifteen (15) feet.

c. Rear Yard. None required, except where a UMF district abuts a residential district (whether separated by an alley or not) in which case a minimum rear yard of ten (10) feet shall be provided.

2. Size of Lot.

a. Minimum Lot Size: None.

b. Minimum Lot Width: None.

c. Minimum Lot Depth: None.

3. Lot Coverage. The maximum lot coverage by buildings shall be one hundred (100) percent of the lot area.

F. Parking Regulations. Required off-street parking and loading shall be provided as set forth in Article 1, Section 6, with the first twenty (20) required off-street parking spaces being subtracted from the total number required.

G. Each story in any multistory design, regardless of density, shall be provided with two (2) paths of entry and exit with each providing separate access to places of safety in the event of fire or other emergency.

Section 14. "UMU" Urban Mixed Use District

- A. General Purpose and Description. This district is intended to provide for a zoning category to meet the special needs and interests of the historically central commercial area of the community similar to the "B-3" District. A variety of commercial uses are permitted although all permitted commercial activities are conducted within a building or structure at the ground floor and residential or other land uses above.
- B. Use Regulations.
 - 1. Uses permitted in the UMU District are outlined in the chart in Article III, Section 2.C. of this ordinance.
- C. Height Regulations. No building shall exceed thirty-five (35) feet in height, except cooling towers, vent stacks or mechanical equipment rooms may project not more than twelve (12) feet beyond maximum building height.
- D. Area Regulations.

Lot Size	Standards
Lot width (min.)	none
Lot depth (min.)	none
Lot area (min.)	none
Coverage	Standards
Lot coverage (max.)	100%
Building Setbacks	
Front Yard (min.)	none
Rear Yard (min.)	none except 10' when adjacent to a residential district
Side Yard (min.)	none except 10' when adjacent to a residential district
Side Street (min.)	15'

- E. Parking Regulations. Off-street parking and loading shall be provided as set forth in Article 1, Section 6, with the first twenty (20) required off-street parking spaces being subtracted from the total number required.

EXHIBIT D

Section 5. “MD” Medium Density Residential District

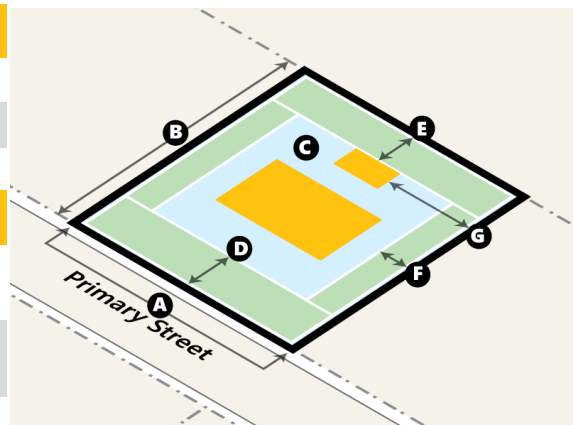
General Purpose and Description. This district is intended to accommodate the standard single-family residential development. This district is appropriate as a buffer between higher density residential uses and agricultural and/or estate type residential areas. This district is intended to replace previous zoning districts of SF-3 and SF-7.

Permitted Uses.

Uses permitted in the MD Medium Density Residential District are outlined in the chart in **Article III, Section 2.C.**

Area Regulations.

Lot Size		Standards
A	Lot width (min.)	65'
B	Lot depth (min.)	110'
	Lot area (min.)	7,150 sq. ft.
Coverage		Standards
C	Lot coverage (max.)	40% (main bldg) 60% (all)
	Dwelling Size (min.)	Assigned at time of zoning
Building Setbacks		
D	Front Yard (min.)	25'
E	Rear Yard (min.)	25'
F	Side Yard (min.)	8'
	Side Street (min.)	20'
Secondary Buildings		Standards
	Rear Yard (min.)	3'
G	Side Yard (min.)	8'
	Side Street (min.)	20'
	Front Yard (min.)	25'



Size of Yards.

Front Yard. There shall be a front yard having a minimum required depth of twenty-five (25) feet as measured from the front property line.

Side Yard. There shall be a side yard on each side of the lot having a width of not less than eight (8) feet. The minimum side yard depth on a corner lot adjacent to a street shall be twenty (20) feet (20). No side yard for allowable nonresidential uses shall be less than twenty-five feet (25').

Rear Yard. There shall be a rear yard having a minimum required depth of twenty-five (25) feet.

Size of Lot.

Lot Area. No lot shall have an area of less than seven thousand (7,150) square feet.

Lot Width. No lot shall have a width of less than sixty-five (65) feet.

Lot Depth. No lot shall have a depth of less than one hundred ten (110) feet.

Minimum Dwelling Size. One of the categories below will be assigned at the time of zoning. The minimum dwelling size will be concurrent with the letter attached to the zoning as follows:

Two thousand four hundred (2,400) square feet

Two thousand (2,000) square feet

One thousand eight hundred (1,800) square feet

One thousand six hundred (1,600) square feet

One thousand five hundred (1,500) square feet

One thousand three hundred and fifty (1,350) square feet

One thousand two hundred (1,200) square feet

One thousand (1,000) square feet

Maximum Lot Coverage.

Forty percent (40%) by the main building;

Sixty percent (60%) by the main building, secondary buildings, driveways and parking; and any other concrete work, flat work, etc.

Parking Regulations. Two (2) attached covered spaces behind the front yard line for single-family dwelling units. Other off-street parking spaces shall be provided in accordance with the requirements for specific uses set forth in [Article III, Section 20](#).

Section 6. "TR" Town Residential District

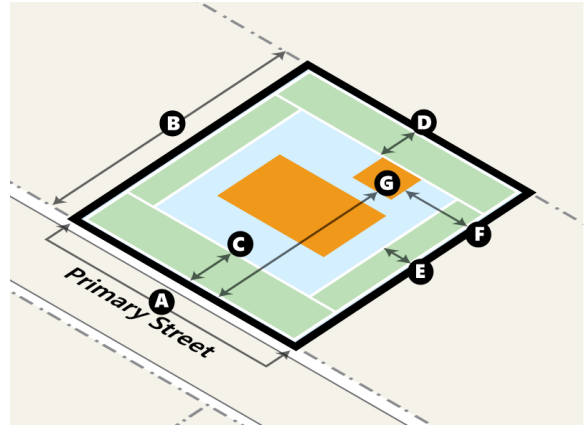
General Purpose and Description. This district is intended to accommodate smaller lots and homes, typically found near urban cores designated as Downtown Districts. This district is intended to replace the previous zoning districts of SF-8, SF-9, and SF-10.

Permitted Uses.

Uses permitted in the TR Town Residential District are outlined in the chart in **Article III, Section 2.C**.

Area Regulations.

Lot Size		Standards
A	Lot width (min.)	50'
B	Lot depth (min.)	90'
	Lot area (min.)	4,500 sq. ft.
Coverage		Standards
	Dwelling Size (min.)	Assigned at time of zoning
Building Setbacks		
C	Front Yard (min.)	20'
D	Rear Yard (min.)	15'
E	Side Yard (min.)	6'
	Side Street (min.)	10'
Secondary Buildings		Standards
	Rear Yard (min.)	15'
F	Side Yard (min.)	20'
G	Front Yard (min.)	20'



Size of Yards.

Front Yard. There shall be a front yard having a minimum required depth of twenty (20) feet as measured from the front property line.

Side Yard. There shall be a side yard on each side of the lot having a width of not less than six (6) feet. The minimum side yard depth on a corner lot adjacent to a side street shall be ten (10) feet. No side yard for allowable nonresidential uses shall be less than twenty (20') feet.

Rear Yard. There shall be a rear yard having a minimum required depth of fifteen (15) feet.

Size of Lot.

Lot Area. No lot shall have an area of less than four thousand five hundred (4,500) square feet.

Lot Width. No lot shall have a width of less than fifty (50) feet.

Lot Depth. No lot shall have a depth of less than ninety (90) feet.

Minimum Dwelling Size. One of the categories below will be assigned at the time of zoning. The minimum dwelling size will be concurrent with the letter attached to the zoning as follows, between one thousand (1,000) and one thousand two hundred (1,200) sf.

Section 9. “USF” Urban Single Family Residential District

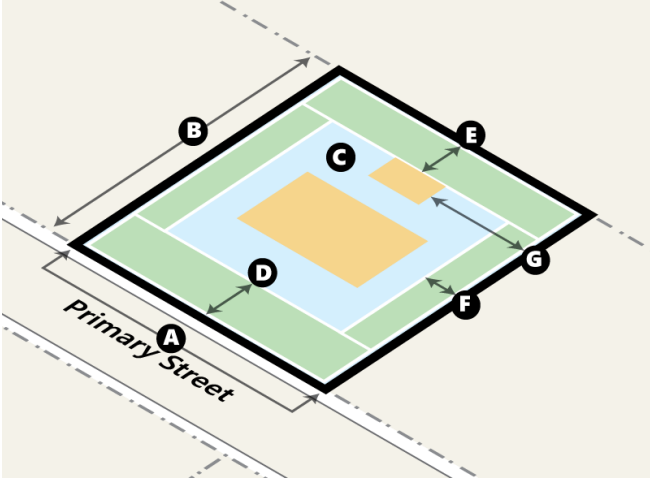
General Purpose and Description. This district is intended to accommodate the existing residential properties in the downtown area as defined in [Article III, Section 23](#).

Permitted Uses.

Uses permitted in the USF District are outlined in the chart in **Article III, Section 2.C**.

Area Regulations.

Lot Size		Standards
A	Lot width (min.)	60'
B	Lot depth (min.)	100'
	Lot area (min.)	6,000 sq. ft.
Coverage		Standards
C	Lot coverage (max.)	40% (main bldg) 60% (all)
	Dwelling Size (min.)	1,200 sq. ft.
Building Setbacks		
D	Front Yard (min.)	25'
E	Rear Yard (min.)	20'
F	Side Yard (min.)	8'
	Side Street (min.)	20'
Secondary Buildings		Standards
	Rear Yard (min.)	3'
G	Side Yard (min.)	8'
	Side Street (min.)	20'
	Front Yard (min.)	25'
Size of Yards.		



Front Yard. There shall be a front yard having a minimum required depth of twenty-five (25) feet as measured from the front property line.

Side Yard. There shall be a side yard on each side of the lot having a width of not less than eight (8) feet. The minimum side yard depth on a corner lot adjacent to a side street shall be twenty (20) feet. No side yard for allowable nonresidential uses shall be less than twenty-five feet (25').

Rear Yard. There shall be a rear yard having a minimum required depth of twenty (20) feet.

Size of Lot.

Lot Area. No lot shall have an area of less than six thousand (6000) square feet.

Lot Width. No lot shall have a width of less than sixty (60) feet.

Lot Depth. No lot shall have a depth of less than one hundred (100) feet.

Minimum Dwelling Size. One thousand (1200) square feet.

Maximum Lot Coverage: Forty percent (40%) by the main building; sixty percent (60%) by the main building, secondary buildings, driveways and parking; and any other concrete work, flat work, etc.

EXHIBIT E

Definitions

Data Center. A facility whose primary service is data processing and is used to house computer systems and associated components, such as telecommunications and storage systems, including but not limited to web hosting organizations and internet service organizations. A server farm, telecom hotel, carrier hotel, telco hotel, Telehouse co-location center, or any other term applicable to facilities which are used for these specific purposes shall be deemed a data center.

Golf Course. A tract of land laid out of the game of golf, including fairways, greens, and driving ranges, whether public or private.



CITY COUNCIL COMMUNICATION

DATE: May 18, 2026

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action to elect a Mayor Pro-Tem in accordance with the Charter, Article III, City Council, Section 3.02.

SUMMARY:

- In accordance with the Charter, Article III, City Council, Section 3.02, Mayor Pro-Tem –
 - The Mayor Pro-Tem shall be a Councilmember elected by the City Council at the first regular meeting following either each regular city election or run-off election if such occurs.
 - Mayor Pro-Tem shall act as Mayor during the disability or absence of the Mayor and, in this capacity, shall have the rights conferred upon the Mayor.

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Elect a Mayor Pro-Tem

ATTACHMENTS:

None



Chris Felan
Vice President
Rates & Regulatory Affairs

April 29, 2026

City Official

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

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the May 2026 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
May, 2026
PREPARED IN ACCORDANCE WITH
GAS UTILITIES DOCKET NO. OS-24-00019196

Item 12.

Part (a) - Mid-Tex Commodity Costs

Line	(a)	(b)			
1	Estimated Gas Cost per Unit:	\$0.24479			
2	Estimated City Gate Deliveries:	51,006,380			
3	Estimated Gas Cost:	\$12,485,852			
4	Lost and Unaccounted For Gas %	1.6100%			
5	Estimated Lost and Unaccounted for Gas	\$201,022			
6	Total Estimated City Gate Gas Cost:	\$12,686,874			
7	Estimated Sales Volume:	70,482,960			
8	Estimated Gas Cost Factor - (EGCF)	0.18000			
9	Reconciliation Factor - (RF):	0.00739			
10	Taxes (TXS):	0.00000			
11	Adjustment - (ADJ):	0.00000			
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.18739	per Ccf	Btu Factor 0.1000	Per MMBtu \$1.8739
13	Customer Rate Relief - (CRR) (Non-Taxable)	0.12000	per Ccf	0.1000	\$1.2000

Part (b) - Pipeline Services Costs

Line	(a)	(b)	(c)	(d)	(e)
			Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service Rate T - Transportation ¹
	<u>Fixed Costs</u>				
14	Fixed Costs Allocation Factors [Set by GUD OS-24-00019196]	100.0000%	62.9568%	31.7550%	5.2881%
15	a. Current Month Fixed Costs of Pipeline Services	\$70,616,203	44,457,730	22,424,196	3,734,277
16	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
17	Net Fixed Costs	\$70,616,203	\$44,457,730	\$22,424,196	\$3,734,277
	<u>Commodity Costs</u>				
18	a. Estimated Commodity Cost of Pipeline Services	\$3,188,409	1,906,379	1,004,383	277,647
19	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
20	Net Commodity Cost of Pipeline Services	\$3,188,409	\$1,906,379	\$1,004,383	\$277,647
21	Total Estimated Pipeline Costs (Line 17 + Line 20)	\$73,804,612	\$46,364,109	\$23,428,579	\$4,011,924
22	Estimated Billed Volumes		56,852,500 Ccf	43,774,160 Ccf	4,705,170 MMBtu
23	Pipeline Cost Factor (PCF) [Line 21 / Line 22] (Taxable)		0.81550 Ccf	0.53520 Ccf	\$0.8527 MMBtu
24	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)		0.18739 Ccf	0.18739 Ccf	\$1.8739 MMBtu
25	Customer Rate Relief - (CRR) (Non-Taxable)		0.12000 Ccf	0.12000 Ccf	\$1.2000 MMBtu
26	Rider GCR		1.12289 Ccf	0.84259 Ccf	Rate I - \$3.9266 MMBtu
27					Rate T - \$0.8527 MMBtu

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