CITY COUNCIL

MEETING AGENDA

JULY 15, 2024, 6:00 PM

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



CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

DISCUSSION ITEMS

1. Presentation and discussion regarding the City of Sanger's 2024-2025 Annual Budget.

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.

REPORTS

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

2. Annual presentation and overview of the Municipal Court.

CONSENT AGENDA

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

- 3. Consideration and possible action on the minutes from the June 26, 2024, meeting.
- 4. Consideration and possible action on the minutes from the July 1, 2024, meeting.
- Consideration and possible action on Resolution 2024-09, appointing Municipal Court Clerk and Deputy Court Clerk.
- <u>6.</u> Consideration and possible action on Resolution 2024-10, appointing Municipal Court Judge and Alternate Municipal Court Judge.
- Consideration and possible action on entering into an agreement with KSA Engineers, INC to perform a lead and copper service line inventory; and, authorize the City Manager to execute said agreement.
- 8. Consideration and possible action on Interlocal Cooperation Agreement between Denton County and the City of Sanger Police and Fire Departments for the use of Denton County Radio Communications System.
- 9. Consideration and possible action on purchasing two (2) Padmounted PME-9 Switchgears and two (2) Transformer Pads from Techline Inc. for the Belz Road Retail Addition and authorizing the City Manager to execute the agreement and all necessary documents.
- 10. Consideration and possible action on the new Downtown Park conceptual design by MHS Planning & Design.
- 11. Consideration and possible action on an agreement with Bolivar Water Supply Corporation (WSC) for the transfer of 2.4 acres located within Bolivar WSC's Water Certificate of Convenience and Necessity (CCN) into the City of Sanger's Water CCN; and, authorize the City Manager to execute said agreement.

ACTION ITEMS

- 12. Consideration and possible action on Purchasing Electric Meters from Aqua-Metric Sales Company and authorizing the City Manager to execute said agreement and all necessary documents.
- 13. Consideration and possible action on entering into an agreement for engineering services with Plummer Associates, INC. for the purpose of adding an additional turbo blower and providing a technical memorandum for expansion to the Wastewater Treatment Plant; and, authorize the City Manager to execute said agreement.

14. Consideration and possible action on entering into an agreement with KSA Engineers, INC to perform a wastewater treatment plant site selection and water servicing study; and, authorize the City Manager to execute said agreement.

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.

- <u>15.</u> Update to Atmos Energy Corporation's Conservation and Energy Efficiency Tariff June 25, 2024
- 16. Atmos Rider GCR Rate Filing Docket No. 10170, June 25, 2024

ADJOURN

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

CERTIFICATION

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on July 10, 2024, at 3:00 PM.

/s/Kelly Edwards	
Kelly Edwards, City Secretary	

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



DATE: July 15, 2024

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the June 26, 2024,

meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A Amount: \$0.00 GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the meeting on June 26, 2024.

ATTACHMENTS:

City Council minutes

CITY COUNCIL

MEETING MINUTES

JUNE 26, 2024, 6:00 PM

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



CALL THE SPECIAL MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the special meeting to order at 6:00 p.m.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

None

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, Chief Financial Officer Clayton Gray, Director of Public Works Jim Bolz, Director of Human Resources and Special Projects Jeriana Staton-Hemb, Electric Director Ronnie Grace, and Police Chief Tyson Cheek.

Others in attendance: Terry Welch, Brown & Hofmeister LLP

City Manager Noblitt stated for the record that he is protesting the notice as posted, stating the notice is to hear a complaint or charge against the City Manager. The City Manager also noted that the Council responded by stating they would not be adjudicating the response, but by definition, you are having a hearing on a complaint that he has not received, and he feels like that is a violation of his rights. Furthermore, he believes that the Mayor and City Attorney have been carrying a false narrative to this Council both individually and as a body behind closed doors to both diminish my roles as Chief Administrative and Executive Officer of the City as hired and to discredit the work I have done and when you post things like this is appears to cause, come into public question my professional integrity and my reputation which he has said privately and now publicly, that I really don't appreciate it and I formally protest they way this was posted.

EXECUTIVE SESSION

Pursuant to Sec. 551.074 of the Texas Government Code, "Personnel Matters," and Sec. 551.071 of the Texas Government Code, "Consultation with Attorney," the City Council will convene into executive session to deliberate (1) the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; to hear a complaint or charge against the City Manager; and (2) deliberate the retention of an attorney and receive legal advice from the attorney regarding the foregoing personnel and legal matters, and all matters incident and related thereto.

Council convened into executive session at 6:09 p.m.

RECONVENE INTO REGULAR SESSION

Council reconvened into open session at 7:52 p.m.

Action or No action taken.

Motion to authorize the Mayor to engage Brown & Hofmeister LLP, to determine validity of the allegations, made by Councilmember Bilyeu, Seconded by Councilmember Dillon.

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously.

ADJOURN

There being no further business, Mayor	Muir adjourned the meeting at 7:53 p.m.
	Thomas E. Muir, Mayor
Kelly Edwards, City Secretary	



DATE: July 15, 2024

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the July 1, 2024,

meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A Amount: \$0.00 GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the meeting on July 1, 2024.

ATTACHMENTS:

City Council minutes

CITY COUNCIL

MEETING MINUTES

JULY 01, 2024, 6:00 PM





CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

Mayor Pro Tem Bilyeu called the work session to order at 6:00 p.m.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

Mayor Thomas Muir

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Chief Financial Officer Clayton Gray, Director of Development Services Ramie Hammonds, Director of Public Works Jim Bolz, Parks & Recreation Director Ryan Nolting, Director of Human Resources and Special Projects Jeriana Staton-Hemb, Fire Chief David Pennington, Assistant Fire Chief Casey Welborn, Municipal Court Administrator Christy Dyer, Library Director Laura Klenke, and Police Lt. Justin Lewis.

DISCUSSION ITEMS

1. Presentation and discussion regarding the City of Sanger's 2024-2025 Annual Budget.

Director Gray provided a presentation and overview of the proposed budget and forthcoming revisions to the fee schedule.

Discussion ensued regarding funding for joint County construction on Marion Road and Jennifer Circle, Property Tax and Sale Tax estimates, and grant funding for the Police and Fire departments.

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OVERVIEW OF ITEMS ON THE REGULAR AGENDA

No additional discussion.

ADJOURN THE WORK SESSION

There being no further business, Mayor Pro Tem Bilyeu adjourned the work session at 6:50 p.m.

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Pro Tem Bilyeu called the regular meeting to order at 7:00 p.m.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

Mayor Thomas Muir

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Chief Financial Officer Clayton Gray, Director of Development Services Ramie Hammonds, Director of Public Works Jim Bolz, Parks & Recreation Director Ryan Nolting, Director of Human Resources and Special Projects Jeriana Staton-Hemb, Fire Chief David Pennington, Assistant Fire Chief Casey Welborn, Municipal Court Administrator Christy Dyer, Library Director Laura Klenke, and Police Lt. Justin Lewis.

INVOCATION AND PLEDGE

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

CITIZENS COMMENTS

No one addressed the City Council.

CONSENT AGENDA

- 2. Consideration and possible action on the minutes from the June 6, 2024, meeting.
- 3. Consideration and possible action on the minutes from the June 17, 2024, meeting.
- 4. Consideration and possible action on Resolution 2024-07, Amending Resolution 2024-05 Exhibit B Emergency services Police pay scale.
- 5. Consideration and possible action on Resolution 2024-08, Appointing Jim Bolz as the City's representative to the Upper Trinity Regional Water District Board of Directors, to fill a term ending May 31, 2027.
- 6. Consideration and possible action on the Preliminary Plat of Sanger Circle Phase 7, being approximately 14.908 acres of land described as A0029A R. BEEBE, TR 72B(2A), within the City of Sanger, and generally located on the west side of Marion Road approximately 820 feet south of the intersection of Marion Road and Huling Road.
- 7. Consideration and possible action on the Minor Plat of Real Sanger Park No. 2 Addition, being approximately 2.99 acres of land described as A0029A R. BEEBE, TR 18, OLD DCAD SHT 1, TR 39D, within the ETJ of the City of Sanger, generally located North of FM 455 W, and approximately 972 feet east of Union Hill Road.
- 8. Consideration and possible action on the Preliminary Plat of Lane Ranch, being approximately 303.412 acres of land described as A0029A R. BEEBE, TR 65(PT), OLD DCAD SHT 2, TR 4, A0029A R. BEEBE, TR 57, OLD DCAD SHT 2, TR 5, A0029A R. BEEBE, TR 60, OLD DCAD SHT 2, TR 7, A0029A R. BEEBE, TR 61, OLD DCAD SHT 2, TR 8, A0029A R. BEEBE, TR 56B, OLD DCAD SHT 2, TR 3, A0029A R. BEEBE, TR 56, OLD DCAD SHT 2, TR 3 within the City of Sanger, and generally located south of FM 455, east of Indian Lane, and north of McReynolds Rd.
- 9. Consideration and possible action on the Final Plat of Lane Ranch Phase 1, being approximately 43.821 acres of land described as A0029A R BEEBE, 65B, and A0029A R. BEEBE, TR 65(PT), OLD DCAD SHT 2, TR 4, within the City of Sanger, and generally located south of FM 455 and east of Indian Lane.

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

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Navs: None

Motion passed unanimously.

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PUBLIC HEARING ITEMS

10. Conduct a public hearing on a request for a variance from Chapter 3 Building Regulations – Article 3.1407.a.3.B to allow a letter logo to exceed the maximum of 45 inches in height, and to allow for a logo height of 52 inches. The proposed sign will be located at 6100 N. Stemmons.

Mayor Pro Tem Bilyeu opened the public hearing at 7:04 p.m.

Director Hammonds provided an overview of the request.

Mayor Pro Tem Bilyeu closed the public hearing at 7:05 p.m.

11. Conduct a public hearing on adopting Ordinance No. 07-01-24 to make changes to the current Planned Development (PD–09-25-23), approximately 14.908 acres of land described as A0029A R. BEEBE, TR 72B(2A), within the City of Sanger, and generally located on the west side of Marion Road approximately 820 feet south of the intersection of Marion Road and Huling Road.

Mayor Pro Tem Bilyeu opened the public hearing at 7:06 p.m.

Director Hammonds provided an overview of the requested amendments.

Casey McGinnis, Developer, stated that these amendments are the same as those that were requested and approved for the Lane Ranch development.

Mayor Pro Tem Bilyeu closed the public hearing at 7:13 p.m.

12. Conduct a public hearing on a request for the Replat of Blk 18 Lot 32, of the Hampton Addition, being .3213 acres located in the City of Sanger, generally located on the south side of Marshall Street and west of the intersection of Marshall and 5th Street.

Mayor Pro Tem Bilyeu opened the public hearing at 7:14 p.m.

Director Hammonds provided an overview of the item.

Molli Dearing spoke in opposition of the item allowing for two homes.

Susan Huckaby spoke in opposition and stated there are flooding issues on the street.

Mayor Pro Tem Bilyeu closed the public hearing at 7:19 p.m.

ACTION ITEMS

13. Consideration and possible action on a request for a variance from Chapter 3 Building Regulations – Article 3.1407.a.3.B to allow a letter logo to exceed the maximum of 45 inches in height, and to allow for a logo height of 52 inches. The proposed sign will be located at 6100 N. Stemmons.

Discussion ensued regarding warehousing signage updates to the Sign Ordinance and calculating the square footage of signs.

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

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously

14. Consideration and possible action on adopting Ordinance No. 07-01-24 to make changes to the current Planned Development (PD-09-25-23), approximately 14.908 acres of land described as A0029A R. BEEBE, TR 72B(2A), within the City of Sanger, and generally located on the west side of Marion Road approximately 820 feet south of the intersection of Marion Road and Huling Road.

Director Hammonds stated that the amendments are for approximately 14 acres in Phase 7 of the development.

Discussion ensued regarding the architectural requirements, a review of the façade requirements, and the location of meters for homes.

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

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously

15. Consideration and possible action on a request for the Replat of Blk 18 Lot 32, of the Hampton Addition, being .3213 acres located in the City of Sanger, generally located on the south side of Marshall Street and west of the intersection of Marshall and 5th Street.

Director Hammonds provided an overview of the lot size required for residential, stating that the plat meets the requirements.

Discussion ensued regarding addressing the flooding concerns.

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

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously

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16. Consideration and possible action on the Preliminary Plat of Oasis at Sanger Addition, being approximately 4.135 acres of land described as A0029A R. BEEBE, OLD DCAD SHT 2, TR 5, within the City of Sanger, generally located north of McReynolds Road, and approximately 790 feet east of Lake Ridge Drive.

Director Hammonds provided an overview of the multi-family dwelling and stated that staff recommends denial due to the comments not being satisfied.

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

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously

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

Director Hammonds provided an overview of the item and that staff recommends denial due to the comments not being satisfied.

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

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Nays: None

Motion passed unanimously

18. Consideration and possible action on the Final Plat of the Belz Road Retail Addition Phase 1, being 27.18 acres described as A1241A TIERWESTER, TR 56, and A1241A TIERWESTER, TR 57(PT), OLD DCAD SHT 5, TR 6, located in the City of Sanger, and generally located on the west side of North Stemmons Frwy at the intersection of West Chapman Dr and North Stemmons Frwy.

Director Hammonds provided an overview of the item and that staff recommends denial due to the comments not being satisfied.

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

Ayes: Barrett, Bilyeu, Chick, Dillon, and Gann.

Navs: None

Motion passed unanimously

19. Consideration and possible action on Resolution 2024-06, adopting the Housing Study conducted by Antero Group, authorizing its execution, and providing an effective date.

Director Hammonds introduced the Antero Group.

Sean Norton provided a presentation and overview of the Housing Study.

Discussion ensued regarding the utilization of the matrix tool for new developments, showing the impact on the city and the timeframe for updating the study.

Motion to approve the study with the adjustment of reducing the multi-family housing component from 17% to 15% and increasing the Single Family 2000+ square foot home component from 25% to 27% made by Councilmember Chick, Seconded by Councilmember Gann.

Ayes: Bilyeu, Chick, Dillon, and Gann.

Nays: Barrett

Motion passed 4-1-0

Councilmember Barrett stated, for the record, that she appreciated the study and everything about it but disagrees with the change of numbers included in the motion.

FUTURE AGENDA ITEMS

City Manager Noblitt stated that the Governance Retreat would be held in August. And that SGR would be contacting Council regarding the training.

EXECUTIVE SESSION

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

Section 551.071. CONSULTATION WITH ATTORNEY

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

- North Central Denton County Municipal Utility District No. 1

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

RECONVENE INTO REGULAR SESSION

Council reconvene	d into	open	session	at 9:35	p.m.

No action taken.

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There being no further business, Mayor	Pro Tem Bilyeu adjourned the meeting at 9:35 p.m
	Gary Bilyeu, Mayor Pro Tem
Kelly Edwards, City Secretary	



DATE: July 15, 2024

FROM: Christy Dyer, Director of Municipal Court

AGENDA ITEM: Consideration and possible action on Resolution 2024-09, appointing Municipal

Court Clerk and Deputy Court Clerk.

SUMMARY:

• Chapter 7, Section 7.106 of the City of Sanger Code of Ordinance provides for the appointment of a Municipal Court Clerk and Deputy Court Clerk, who shall serve for terms of two years.

• Current Municipal Court Clerk is Christy Dyer and Deputy Court Clerk is Victoria Eakman.

FISCAL INFORMATION:

Budgeted: NO Amount: \$0.00 GL Account:

RECOMMENDED MOTION OR ACTION:

Staff Approval

ATTACHMENTS:

Resolution No. 2024-09

CITY OF SANGER, TEXAS

RESOLUTION NO. 2024-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, APPOINTING THE MUNICIPAL COURT CLERK AND DEPUTY COURT CLERK OF THE SANGER MUNICIPAL COURT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 7, Section 7.106 of the City of Sanger Code of Ordinance provides for the appointment of a Municipal Court Clerk and Deputy Court Clerk, who shall serve for terms of two years; and

WHEREAS, the City Council finds it to be in the public interest to appoint the Municipal Court Clerk and Deputy Court Clerk for the Sanger Municipal Court for two-year terms commencing on July 15, 2024.

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

SECTION 1. That Christy Dyer is hereby appointed as Municipal Court Clerk for the Municipal Court of the City of Sanger, Texas, for a term of two years commencing July 15, 2024.

SECTION 2. That Victoria Eakman is hereby appointed as Deputy Court Clerk for the Municipal Court of the City of Sanger, Texas, for a term of two years commencing on July 15, 2024.

SECTION 3. The City Manager is hereby authorized to oversee the daily operations and performance of the Municipal Court Clerk and the Deputy Court Clerk.

SECTION 4. This Resolution shall be effective immediately upon its approval.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS ON THE 15TH OF DAY JULY, 2024.

ATTEST:	APPROVED:		
Kelly Edwards, City Secretary	Thomas E. Muir, Mayor		



DATE: July 15, 2024

FROM: Christy Dyer, Director of Municipal Court

AGENDA ITEM: Consideration and possible action on Resolution 2024-10, appointing Municipal

Court Judge and Alternate Municipal Court Judge.

SUMMARY:

• Chapter 7, Section 7.102 of the City of Sanger Code of Ordinance provides for the appointment of a Municipal Court Judge and one or more Alternate Municipal Court Judge, who shall serve for terms of two year.

• Current Presiding Municipal Court Judge is Danny Spindle and Alternate Municipal Court Judge is Art Maldonado.

FISCAL INFORMATION:

Budgeted: NO Amount: \$0.00 GL Account:

RECOMMENDED MOTION OR ACTION:

Staff Approval

ATTACHMENTS:

Resolution No. 2024-10

CITY OF SANGER, TEXAS

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, APPOINTING THE MUNICIPAL COURT JUDGE AND ALTERNATE MUNICIPAL COURT JUDGE OF THE SANGER MUNICIPAL COURT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 7, Section 7.102 of the City of Sanger Code of Ordinance provides for the appointment of a Municipal Court Judge and one or more Alternate Municipal Court Judges, who shall serve for terms of two years; and

WHEREAS, the City Council finds it to be in the public interest to appoint the Municipal Court Judge and Alternate Municipal Court Judge for the Sanger Municipal Court for two-year terms commencing on July 15, 2024.

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

SECTION 1. That Danny Spindle is hereby appointed to serve as the Judge for the Municipal Court of the City of Sanger, Texas, for a term of two years commencing July 15, 2024.

SECTION 2. That Art Maldonado is hereby appointed to serve as Alternate Municipal Court Judge for the Municipal Court of the City of Sanger, Texas, for a term of two years commencing on July 15, 2024.

SECTION 3. This Resolution shall be effective immediately upon its approval.

DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS ON THE 15TH OF DAY JULY, 2024.

ATTEST:	APPROVED:	
		_
Kelly Edwards, City Secretary	Thomas E. Muir, Mayor	



DATE: July 15, 2024

FROM: Jim Bolz, Director of Public Work

AGENDA ITEM: Consideration and possible action on entering into an agreement with KSA

Engineers, INC to perform a lead and copper service line inventory; and,

authorize the City Manager to execute said agreement.

SUMMARY:

 The lead service line inventory is an inventory of every service line in our distribution system, utility owned, and customer owned

- Service lines must be categorized as either lead, non-lead, galvanized requiring replacement, or lead status unknown
- Inventory must be completed by October 16, 2024
- Only applies to structures built prior to July 1, 1988

FISCAL INFORMATION:

Budgeted: YES Amount: \$148,420.00 GL Account:

RECOMMENDED MOTION OR ACTION:

Staff recommends approval

ATTACHMENTS:

KSA Agreement with Task Order

ATTACHMENT 1



June 6th, 2024

Jim Bolz Public Works Director City of Sanger, Texas 502 Elm St, Sanger, TX 76266 Office: 940-458-2571

RE:

Proposal for Professional Engineering Services City of Sanger - Lead & Copper Inventory KSA Project No. 103154

Dear Mr. Bolz,

KSA Engineers, Inc., (KSA) is pleased to present this letter to serve as our understanding of the proposed project and the scope of the professional engineering services necessary to assist you with completion of the work. This proposal is not a contract for professional services. Upon acceptance of the proposal, KSA will prepare and submit a professional services agreement to be executed by both parties.

KSA understands that the City desires to create a Service Line Inventory (SLI) as detailed in the EPA's Lead and Copper Rule Revisions (LCRR) issued to public water systems in the U.S. The Texas Commission on Environmental Quality (TCEQ) oversees the program in Texas. As requested, KSA will perform services under part lump sum and part reimbursable (Time and Materials) budget to assist the City to advance the production of the SLI with administrative support and general consulting services. The City purportedly has inventory information on approximately two thirds (2,370 connections) of the existing public water system connections. The remaining one third of the connections (1,280 connections) will be field surveyed to complete the LSLR inventory. The lump sum scope will include assisting the City with preparation of entire LSLR inventory (see below). The field work portion will be completed under the reimbursable portions of the project.

It is KSA's understanding that the City will prepare the final SLI and submit it to TCEQ for approvals.

Scope of Services

KSA proposes to provide professional services in accordance with a Professional Services Agreement (Agreement) which will be subsequently prepared following your acceptance of the information presented in this proposal. The scope of our Basic Services will be divided into two phases – Documentation and Field Work for connection inventory. The tasks under each of these phases are fully described in Exhibit A of the future Agreement and generally include the following:

Documentation for connection inventory includes the following:

- Project management and coordination including preparation of a project plan, Kick-off meeting and a site visit, Invoicing and project administration, Monthly Progress meetings.
- Preparation of a SLI template for the City, based on minimum fields required by TCEQ.



- Preparation of a web-based online survey for City customers to enter service line data.
- Attend virtual check-in meetings with City Staff and provide survey data updates.
- Support the City with limited 80 hours of County CAD research and SLI data-entry utilizing City-provided plats and other records.
- Support the City with general consultation regarding the LCRR and the methodology for addressing undiscovered data (for example, discussions with City regarding strategy and general approach for accomplishing field verifications)
- Mobilization of field crew to survey roughly 1,280 connections.

Field work for connection inventory includes the following:

- The field work portion of meter inventory is divided into three main categories: (1) base unit price, (2) excessive dig unit price, (3) inaccessible meter unit price, based on field conditions at meter locations. Field work will be accomplished on a reimbursable budget depending on the meter inventory category (please Appendix A from KSA's subconsultant).

The following services are excluded from this proposal but can be added to the scope and a fee negotiated if desired:

- Environmental Services
- Public Meetings
- Design, Bidding, and Construction Phase Services
- GIS Services
- New Water Meter Installation

Compensation

Lump Sum Items

We propose to perform the services described for the above outlined scope for the following fees:

Project Management Services	\$ 15,660
Assistance with LSLR Inventory Management Spreadsheet	\$ 30,900
Field Work Mobilization	\$ 2,500
Lump Sum Subtotal	\$ 49,060
Time and Materials for Remaining Existing Connection Inventory Category	
1. Base Option (with minimal digging) to Identify LSLR Inventory	\$ 75 Per connection
2. Excessive Dig Option to identify LSLR Inventory	\$ 98 Per connection
3. Inaccessible Meter Option (no digging) to identify LSLR Inventory	\$ 35 Per connection

KSA proposes a reimbursable (Time and Materials) budget not to exceed \$99,360. The estimated T&M budget of \$120,000 was based on LSLR category assumptions for the remaining 1,280 connection. It is assumed 60% of the 1,280 remaining connections can be identified using the base option (1), 30% identified using the excessive digging option (2), and 10% will be inaccessible option (3). KSA will not exceed this budget without the City's written authorization.

Total \$148,420

Schedule

We propose to perform the services described for the above outlined scope in accordance with the following schedule:

From Owner's Date of Notice to Proceed

•	Field Work for Connection Inventory	90 calendar days
•	Documentation of Connection Inventory	40 calendar days
	Total Project Duration	130 calendar days

(City to submit completed inventory within 30 days of contract execution to guarantee above schedule)



Note: Project schedule does not include extended times for Owner or stakeholder review, KSA anticipates providing support for this project through October 16th, 2024, which is the deadline for the City to complete the SLI (per LCRR current guidance). Timing of completion of KSA's tasks will be dependent on the City providing information on the two thirds of the known connections and the timing of the submittal of the SLI by City Staff. However, the preparation of the SLI template, and the setup of the online web survey is estimated to be completed within 30 days of authorization to proceed.

Next Steps

Please let us know if this proposal is acceptable. This proposal is not a contract for professional services. Upon acceptance of the proposal, KSA will prepare and submit a professional services agreement to be executed by both parties.

KSA appreciates the opportunity to provide the above proposal for your review. Please let us know of any questions you may have.

Respectfully,

KSA Engineers, Inc.

Ted J Schneider, PE Project Manager

Attachments: Appendix A

Appendix A

KSA's subcontractor shall perform a field survey of the City of Sanger water meters to evaluate the types of piping on each side of the water meter, in order to perform EPA Lead & Copper Pipe Identification Survey under the Lead and Copper Rule Revisions. The following will be completed.

Scope of Work:

- -Piping survey to be performed on up to 1,300 meter locations for both residential and commercial locations. KSA's subconsultant will utilize the 10 categories listed in the EPA guidelines MS Excel workbook to define pipe types.
- -Data will be provided to Client in a 'CSV' file format. This data will be updated at least weekly and provided to Client at a minimum of monthly with the progress payment invoice. KSA's subconsultant will not be responsible for completing EPA's required MS Excelworkbook.
- -Removal of dirt/debris as needed for inspection.
- -All coordination and project management, including weeklyupdates.
- -Provide pictures to document work performed for invoicing and site conditions.

Project Assumptions:

- -Assumes that meters are located in the utility easement for that property,
- -Assumes piping is no deeper than 2 to 3 feet,
- -Piping identification on the resident/business side of the meter can be done with a visual inspection at the building rather than digging ifaccessible.
- -Meter pit locations in concrete will only be completed, if possible, by inspection/digging inside the meter pit. If piping is unable to be determined, this location will be skipped and noted for the Client. In this situation, Client will be billed an Inaccessible Meter Unit Price as shown in Attachment B for that specific meterlocation.
- -Lead testing in not included in the Unit Prices defined in Attachment B.
- -No Davis Bacon or Prevailing Wages are required on this project.
- -No MWBE requirements.
- -Client to provide location to dispose of any spoils (dirt, debris, etc.) removed from meter pits in order for Scope of Work to be completed. Any cost associated with this location or containers are to be paid for by Client.
- -Meters that are visited but cannot be located, will be returned to the Client. This will be called a RTU (Return to Utility). Client will then send Clients staff to location to do one of the following:

Locate the meter, document the specific location by providing sub-meter GPS location or clearly mark the area with flags or paint, along with pictures of meter box location. Client will provide locations within 10 business days of being notified and after completing locating the meter, return location data back to KSA's subconsultant to complete required data collection.

Client to gather data using Client's staff and this location will be removed from KSA's subconsultant's Scope of Work.

- Meterboxes will not be relocated or replaced unless requested by Clientas Additional Services.

Estimated Project Duration:

After receipt of Notice to Proceed, 2-6 weeks are needed for mobilization. Depending on condition of the meter pits and weather conditions estimated duration is two months assuming project execution happens before June 21, 2024.

Project Deliverables:

- -Classification of piping material defined above per the (10) EPA defined categories will be provided in a .CSV format file.
- -Pictures of the meter pit for condition assessment and defining Unit Costing in Attachment B.
- -issues list at meter locations.

Information needed from the Client before a site visit is completed is the following:

-Client to provide database of all meter accounts in a MS Excel or CSV file. Client to pay for any fees associated with the process to provide this data to KSA's subconsultant including any fees charged by the Client's utility billing software provider.

TASK ORDER FORM

This is	Task Order No. 103154	•
	consisting of 3 pages	١,
dated		

KSA Project Number: 103154

Owner Project (or Purchase Order) Number:

Project Name: Lead and Copper Inventory

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 8, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Owner: City of Sanger, Texas

B. Title: Lead and Copper Inventory

C. Description: Inventory of Existing Water Service Connections

2. Services of Engineer:

Engineer shall provide, or cause to be provided, the following services:

Field work to complete existing water connection inventory; Assist in the completion of water service connection inventory spreadsheet as further detailed in Attachment 1.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

Provide existing connection inventory information as further detailed in Attachment 1; submit completed inventory to TWDB

4. Times for Rendering Services

Engineer shall complete its services in accordance with the following schedule: Complete for inventory submission to the Texas Water Development Board by October 16th, 2024

5. Payments to Engineer

Owner shall pay Engineer for services rendered as follows:

Lump sum in the amount of \$49,060, and additional time and materials for field work investigation of existing connections of estimated \$99,360. The field work fee of \$99,360 shall not be exceeded without prior written approval of Owner.

6. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Senior Advisor	\$300.00/hour
Principal	\$280.00/hour
Senior Aviation Planner	\$225.00/hour
Aviation Planner	\$185.00/hour
Electrical Engineer	\$190.00/hour
Electrical Design Engineer	\$155.00/hour
Senior Project Manager	\$250.00/hour
Project Manager	\$185.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$160.00/hour
Senior Design Engineer	\$140.00/hour
Design Engineer	\$120.00/hour
Senior Project Architect	\$240.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
Senior Engineering Technician	\$210.00/hour
Engineering Technician	\$115.00/hour
Senior Design Technician	\$135.00/hour
Design Technician	\$ 95.00/hour
Safety Manager	\$135.00/hour
Safety Specialist	\$100.00/hour
Regulation Compliance Specialist	\$120.00/hour
Project Assistant	\$ 90.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$120.00/hour
Project Representative	\$105.00/hour
Graphic Designer	\$ 80.00/hour
Administrative Assistant	\$ 85.00/hour
Secretary	\$ 55.00/hour
Three-Man Survey Crew	\$210.00/hour
Two-Man Survey Crew	\$180.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$155.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.66/mile
ATV (4-Wheeler)	\$100.00/day
GPS .	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Remoutance Expenses (Havel, Longing, Copies, Hinting)	1 IOIUU1 COSt

Reimbursable Expenses (Travel, Lodging, Copies, Printing)

Actual Cost
Outside Consultants

Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effect	ive Date of this Task Order is		
OWNER:	City of Sanger, Texas	ENGINEER:	KSA Engineers, Inc.
By:		Ву:	Dani 5 mg
Name:	John Noblitt	Name: Jon	cie H. Young, P.E.
Title:	City Manager	Title: <u>Dir</u>	ector of Client Services
Date Signed:		Date Signed:	June 13, 2024
		Engineer Licer Certificate No.	
		State of:	Texas
DESIGNATED REPRESENTATIVE FOR TASK ORDER:		DESIGNATED ORDER:	REPRESENTATIVE FOR TASK
Name:	Jim Bolz	Name: T	ed J. Schneider, P.E.
Title:	Public Works Director	Title: P	roject Manager
Address:	502 Elm Street Sanger, TX 76266	X 	40 E. Tyler Street uite 600
		_ <u>L</u>	ongview, TX 75601
E-Mail Address: jbolz@sangertexas.org		E-Mail Address: tschneider@ksaeng.com	
Phone:	940-458-7930	Phone: _972	-542-2995
Fax:		Fax: <u>888</u>	.224.9418



DATE: July 15, 2024

FROM: Casey Welborn, Assistant Fire Chief

AGENDA ITEM: Consideration and possible action on Interlocal Cooperation Agreement between

Denton County and the City of Sanger Police and Fire Departments for the use

of Denton County Radio Communications System.

SUMMARY:

• Interlocal Agreement Renewal

County Services and Responsibilities

Agency Responsibilities

Revised Cost

FISCAL INFORMATION:

Budgeted: Yes Amount: \$4,800.00 GL Account: 20-5460 / 24-5460

Fire Department Annual Cost: \$2,880.00 Police Department Annual Cost: \$1,920.00

Total Cost: \$4,800.00

RECOMMENDED MOTION OR ACTION:

Staff recommends approval

ATTACHMENTS:

Interlocal Cooperation Agreement

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF SANGER POLICE AND FIRE DEPARTMENTS FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement ("Agreement") is entered into by and between the County of Denton, Texas ("the County") and the City of Sanger, Texas, both entities being located in Denton County, Texas (collectively, the "Parties" or separately as a "Party"). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agencies are duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agencies; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended "the Act" provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city ("System") for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Sanger wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Sanger and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

T.

DEFINITIONS

"Assignee" means the City employee assigned to a specific Subscriber Unit.

"Communications System" or "System" means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

"Coordinating Committee" means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

"Infrastructure Management Committee" means the committee that is responsible for the administration and operation of the Communications System.

"Subscriber Units" means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

"Talk Group" means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

"Technical Committee" means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

"User" means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

- 2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2024, and ending on the 30th day of September, 2025. unless terminated earlier pursuant to Section 7.1.
- 2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party's governing body.

III.

OBLIGATIONS OF CITY OF SANGER

- 3.1 Sanger shall use the System in accordance with this Agreement to provide integration of communications by Sanger between its Users on the System for governmental operations.
- 3.2 When using the System, Sanger shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Sanger uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Sanger will also abide by the User rules of those Talk Groups.
- 3.3 Sanger must provide a written request to the Denton County Radio System Manager ("System Manager") or his designee, to activate radios ("Subscriber Units") on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.
- 3.4 Sanger is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Sanger is responsible for all programming of City-owned Subscriber Units.
- 3.5 Sanger shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.
- 3.6 Depending on the equipment that will be purchased and installed by Sanger, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.
- 3.7 Sanger shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.
- 3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

- 4.1 The County will allow Sanger to use County provided Talk Groups, which are a primary level of communication for Users on the System ("Talk Group"), comparable to a channel on a conventional radio system, for the exclusive use of Sanger. Talk Groups will be established for the City by the County.
- 4.2 The System Manager will not activate radios on the Sanger Talk Groups nor make changes to the Sanger radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.
 - 4.3 The County is solely responsible for:
 - (1) Coordinating Talk Groups among System Users;
 - (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
 - (3) The operation, maintenance, and control of the System

V.

FEES

- 5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** and **Exhibit B**, which are attached and incorporated for all purposes.
- 5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year's fees. The County will provide ninety (90) days' notice to Sanger before increasing the fees.
- 5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.
- 5.4 Fees for Additions The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).
- 5.5 Deletions No refunds for deletions will be made for the City's deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will

be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII. RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLEFOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. Sanger also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Sanger and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Sanger. This Agreement may be amended only by written instrument signed by Denton County and Sanger.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge	
		Denton County Commissioners Court	
		1 Courthouse Drive, Ste 3100	
		Denton, Texas 76201	
	2	Denton County Sheriff	
		Denton County Sheriff's Office	
		127 N. Woodrow Lane	
		Denton, Texas 76205	
	3	Assistant District Attorney	
		Counsel to the Sheriff	
		127 N. Woodrow Lane	
		Denton, Texas 76205	

Name of Agency:	City of Sanger Fire and Police Departments
Contact Person	Finance Department
Address	P. O. Box 1729
City, State, Zip	Sanger, TX 76266
Telephone	940-458-7930
Email	finance@sangertexas.org

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF SANGER, TEXAS:

BY:

	Date:
Thomas E. Muir, Mayor	
City of Sanger	
P. O. Box 1729	
Sanger, TX 76266	
940-458-7930	
Approved as to content:	
Approved as to content.	
David Pennington, Fire Chief	_
Tyson Cheek, Chief of Police	_
Approved as to form:	
Attorney for Agency	

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

Date:	
	Date:

Exhibit A Denton County Sheriff's Office Consolidated Radio Communications System Agreement FY24-25 Agency Payment Worksheet/Invoice

Agency:	City of Sanger Fire Department		
Payment Contact Person:	John Noblitt, City Manager and/or Kelly		
	Edwards, City Secretary		
Phone Number:	940-458-7930		
Email(s):	jnoblitt@sangertexas.org and/or kedwards@sangertexas.org		
Address:			
City, State, Zip	Sanger, Texas 76266		
Agency Should Include th	is Worksheet with Each Payment Sent to Denton County.		
Make checks payable to:	Denton County		
Mail payments to:	Consolidated Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205		
	Tier 3		
	of Subscriber Services (program once per year and PM radios		
eve	ery two years) - \$6 each per month		
	40 FD Radio Subscribers		
To	tal Amt Per Year = <u>\$2,880.00</u>		
	BILLED ANNUALLY		

Title

Signature of Agency Representative

Date

Exhibit B Denton County Sheriff's Office Consolidated Radio Communications System Agreement FY24-25 Agency Payment Worksheet/Invoice

Agency:	City of Sanger Police Department			
Payment Contact Person:	John Noblitt, City Manager and/or Kelly Edwards, City Secretary			
Phone Number:	940-458-7930			
Email(s):				
Address:	302 Emi Street/ TO Box 1/2)			
City, State, Zip	Sanger, Texas 76266			
Agency Should Include th	nis Worksheet with Each Payment Sent to Denton County.			
Make checks payable to:	Denton County			
Mail payments to:	Consolidated Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205			
	m' 4			
n - 1	Tier 1			
Rad	lio User Only - \$4.00 each per month 40 PD Radio Subscribers			
T				
1	otal Amt Per Year = <u>\$1,920.00</u>			
	BILLED ANNUALLY			

Total Amt Per Year = \$1,920.00				
BILLE	D ANNUALLY			
Please sign and date below.				
Signature of Agency Representative	Title	Date		



DATE: July 15, 2024

FROM: Ronnie Grace, Director of Electric

AGENDA ITEM: Consideration and possible action on purchasing two (2) Padmounted PME-9

Switchgears and two (2) Transformer Pads from Techline Inc. for the Belz Road Retail Addition and authorizing the City Manager to execute the agreement and

all necessary documents.

SUMMARY:

• Supply chain issues are delaying the receipt of Switchgears for up to seventy-five (75) weeks.

• Malouf Interests, the entity involved in the Belz Road Retail Addition project, has asked the City to procure the PME-9 Switchgears and Transformer Pads in advance.

Malouf Interests will pay for the purchase of the PME-9 Switchgears and Transformer Pads upfront.

FISCAL INFORMATION:

Budgeted: N/A Amount: \$86,292.00 GL Account: 008-00-2260

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

- City Council Communication
- Techline Quotes

Item 9.



9609 Beck Circle = Austin, Texas 78758-5401 Phone: (512) 833-5410 = Fax: (512) 833-5407

QUOTE DATE	ORDER NO.		
06/19/24	1576524-00		
P.O. NO.	PAGE#		
REQUEST FOR QUOTE	1		

CUST.#:

1094

SHIP TO:

CITY OF SANGER 202 RAILROAD AVE SANGER, TX 76266

Please remit all payments to: Techline, Inc. P.O. Box 674005 Dallas, TX 75267-4005 Phone: (512) 833-5401

BILL TO:

CITY OF SANGER ATTN: ACCOUNTS PAYABLE PO BOX 1729 SANGER, TX 76266

	INSTRUCTIONS	
SHIP PO	DINT	SHIP VIA
Techline Fort Worth		BEST WAY
SHIPPED		TERMS
	NET 30 DAY	'S

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INE NO.	PRODUCT AND DESCRIPTIO	N Q	UANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
	PRICING PER LCRA CONTI ************************************	RACT #5045 WITH THE C: ************************************	TTY OF S.	ANGER *****			
	THANK YOU FOR THE OPPO	ORTUNITY TO QUOTE					
1	**************************************		2	2	each	42198.00	84396.00
2	3093-MEG Fuse Unit End Fittings SI INCLUDED IN THE ABOVE	ME-20 Indoor Dist. PRICE.	12	12	EA	0.00	0.00
2	Lines Total	Qty Shipped	Total	14		Total Invoice Total	84396.00 84396.00

Last Page

Item 9.



9609 Beck Circle = Austin, Texas 78758-5401 Phone: (512) 833-5410 = Fax: (512) 833-5407

QUOTE DATE	ORDER NO.		
06/26/24	1576791-00		
P.O. NO.	PAGE#		
REQUEST FOR QUOTE	1		

CUST.#:

1094

SHIP TO:

CITY OF SANGER 202 RAILROAD AVE SANGER, TX 76266

Please remit all payments to: Techline, Inc. P.O. Box 674005 Dallas, TX 75267-4005 Phone: (512) 833-5401

BILL TO:

CITY OF SANGER ATTN: ACCOUNTS PAYABLE PO BOX 1729 SANGER, TX 76266

	INSTRUCTIONS	
SHIP PO	TNIC	SHIP VIA
Techline Fort	BEST WAY	
SHIPPED	TI	ERMS
	NET 30 DAYS	3

	Law					THE TOO BITTO	
LINE NO.	PRODUCT AND DESCRIPTIO	N .	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
	**************************************	ACT #5045 WITH THE *********************************	E CITY OF S	Anger ************** Lowed			
1	76X84PAD PAD, TRANSFORMER 76"X84" Customer Prod: S1634		2	2	ea	948.00	1896.00
1	Lines Total	Qty Shipp	ped Total	2		Total Invoice Total	1896.00 1896.00

Last Page



DATE: July 15, 2024

Ryan Nolting, Parks & Recreation Director

Shani Bradshaw, Director of Economic Development

AGENDA ITEM: Consideration and possible action on the new Downtown Park conceptual design

by MHS Planning & Design.

SUMMARY:

• The Sanger 2040 Comprehensive Plan identifies a new park in Downtown Sanger.

- August 21, City Council approved an RFQ for Conceptual Design for a new Downtown Park.
- Utilization of design services will allow for a more comprehensive and customized plan for a future downtown park.
- The Sanger Development Corporation (4B) has allocated funding for the conceptual design services.
- January 25, MHS and Staff met with stakeholders to discuss needs for the new Downtown Park
- March 18, MHS and Staff help a joint workshop with City Council, 4B Board and Parks Board to look at possible options for a new Downtown Park Layout.
- April 15, City Council approved the new Downtown Park layout.
- June 17, MHS and Staff held a workshop on the final Downtown Park conceptual design.

FISCAL INFORMATION:

Budgeted: Yes Amount: \$65,000 GL Account: 76-6117

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

- City Council Communication
- Final Downtown Park Conceptual Design.





DOWNTOWN PARK MASTER PLAN

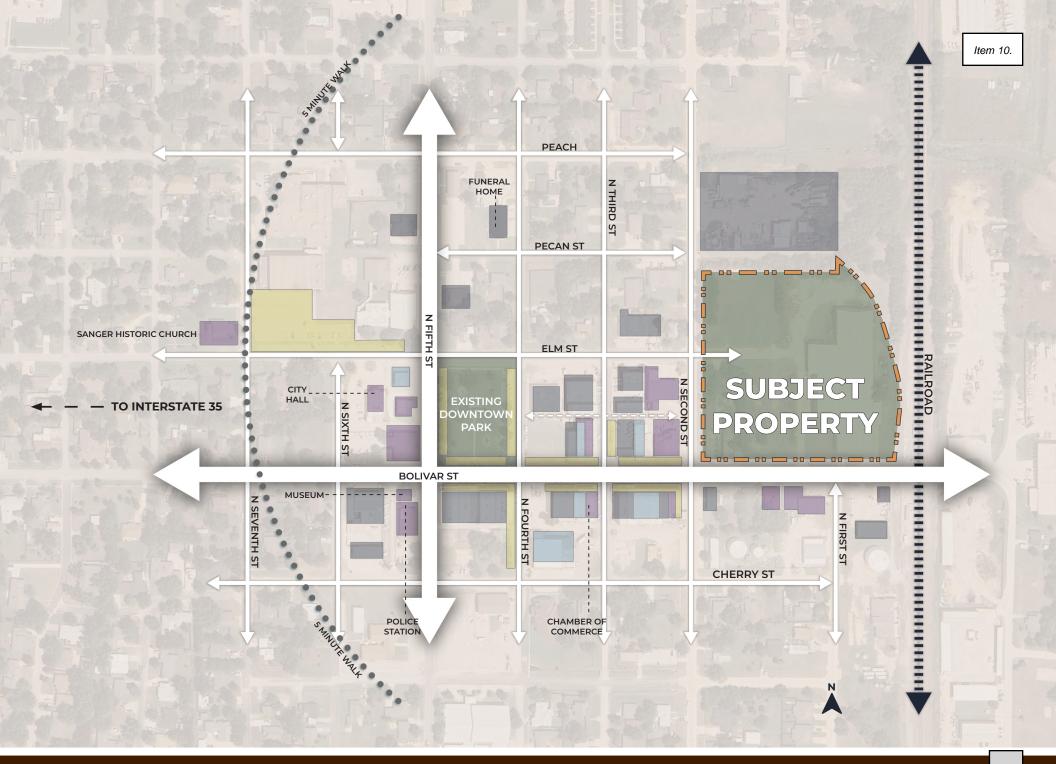
















Project Overview

The goal for Sanger Downtown Park was to create an extension of the current downtown that would be flexible for both large events and daily use. Working off the Sanger 2040 Comprehensive Plan and the location of the site, the long-term vision for the project is to be a catalyst for future downtown development. The strongest message heard from the community was to "Go Big!"







Overall Site Master Plan

The need for a wide variety of uses and capacities drove the design to have separate unique areas that could also function as a whole. The existing 40,000 square foot metal warehouse serves as the main focal point and backdrop of the entire design. Re-imagined as "Sanger Depot" this building would serve as both public and private event space with additional outdoor spaces adjacent to the facade. West of the Sanger Depot is the Concert Stage with a Great Lawn that is backed by the Concert Terrace, both serving as great places to enjoy performances or simply relax.

Rising above the Great Lawn, and insulating the more intimate spaces of the design, is the Upper Terrace. A tree allee and prairie plantings flank these spaces creating seclusion and structure for users.

Legend

1. Entry Plaza

6. Great Lawn

11. Sanger Depot

2. Fountain Plaza

7. Second Street Plaza

12. The Trails

3. Prairie Planting

8. The Water Tower

13. The Rails

4. Upper Terrace

9. The Railyard

5. Concert Terrace

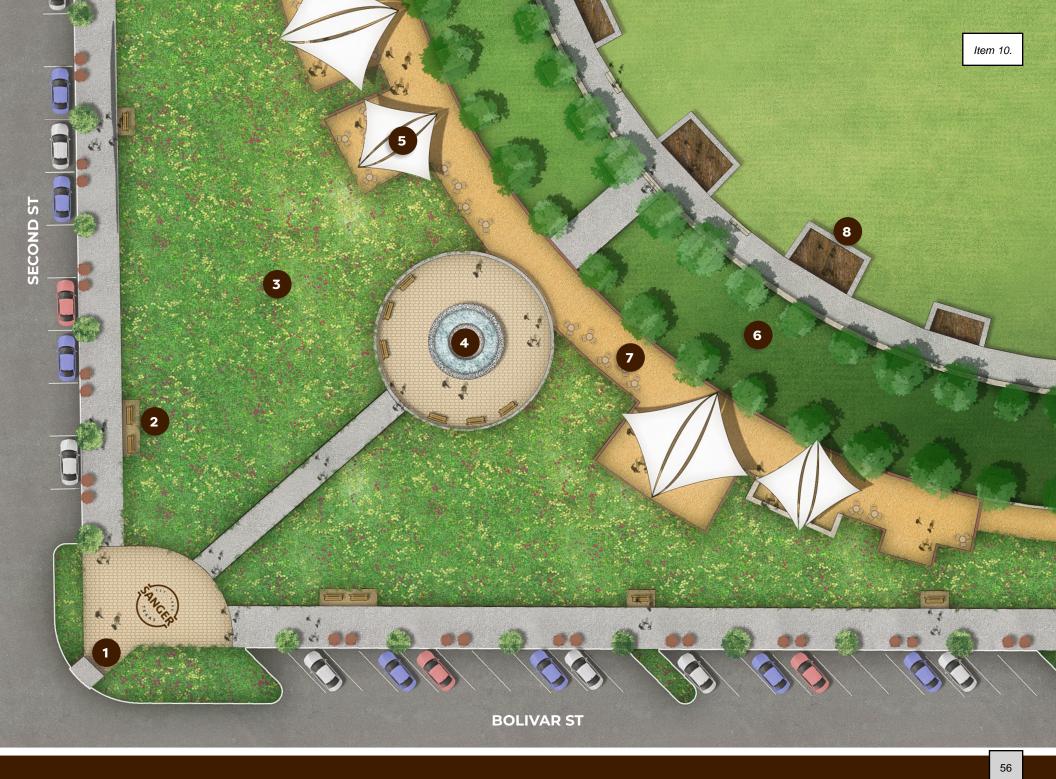
10. Concert Stage















Serving as the primary connection to Bolivar Street and the adjacent downtown businesses, the main entry plaza and other nearby spaces serve as the foreground of the site. Brick paving and native prairie plantings create a familiar feel and draw inspiration from the history of Sanger. The Fountain Water Feature and circular plaza act as a focal point, being seen from all directions. This space also helps establish a more traditional park feel. Stretching from the fountain plaza, The Trails connect the more intimate shaded seating areas to the rest of the site, with the Upper Terrace's tree allee creating a great greenspace buffer.

Legend

1. Entry Plaza

4. Fountain Water Feature 7. Upper Terrace

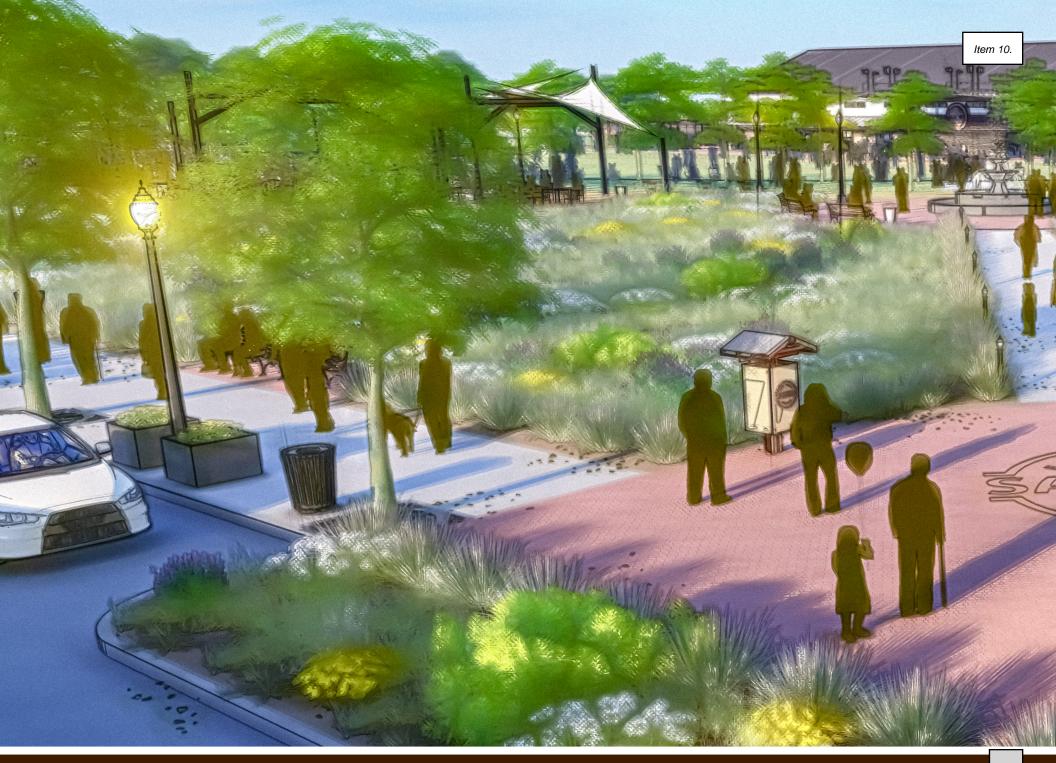
2. Bench Stations

5. Shade Structures

8. Concert Terrace

3. Prairie Planting

6. The Trails



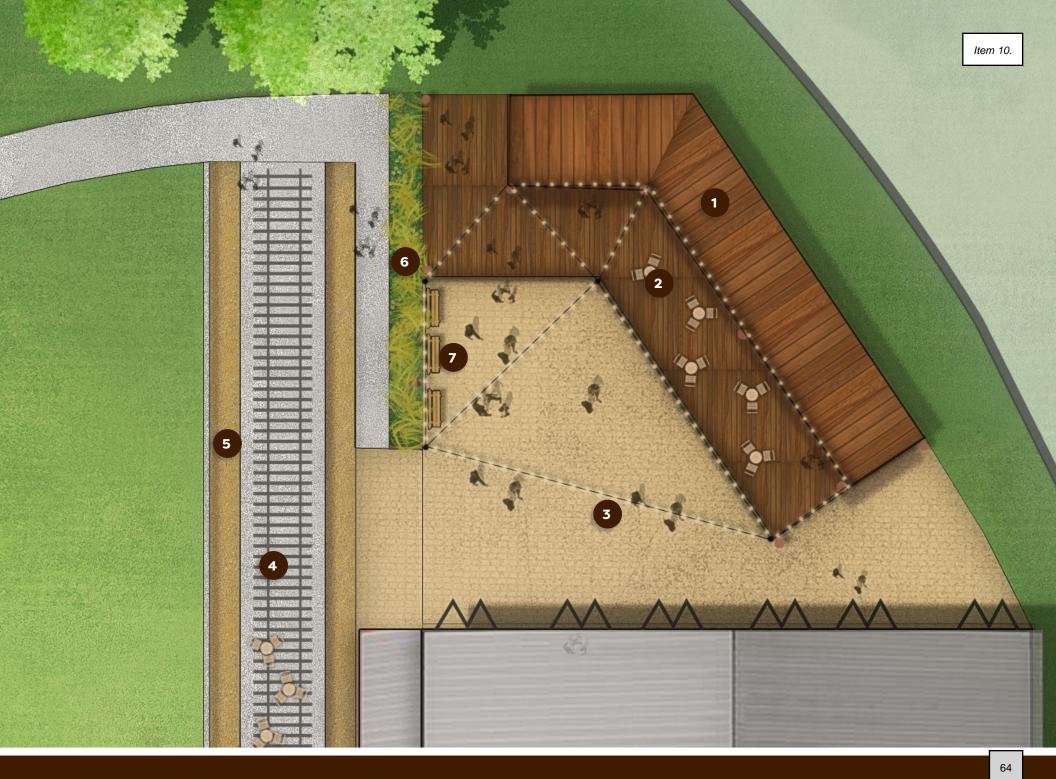




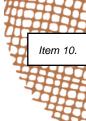












The Railyard

A primary goal for this project was to create flexible space for a wide range of uses, and The Railyard is one space that fulfills this goal. The Gathering Deck and Shade Structure form an intimate space for specific programmed uses, with the same brick paving serving as additional space for site users. Being located at the north end of the Sanger Depot allows for the accordion doors to be opened and the entire Railyard space to serve as an outdoor extension for any of the indoor events. The entire space would be accessed from The Rails, a decorative concrete pattern in the main north-south pedestrian pathway.

Legend

- 1. Shade Structure
- 4. The Rails
- 7. Bench Stations

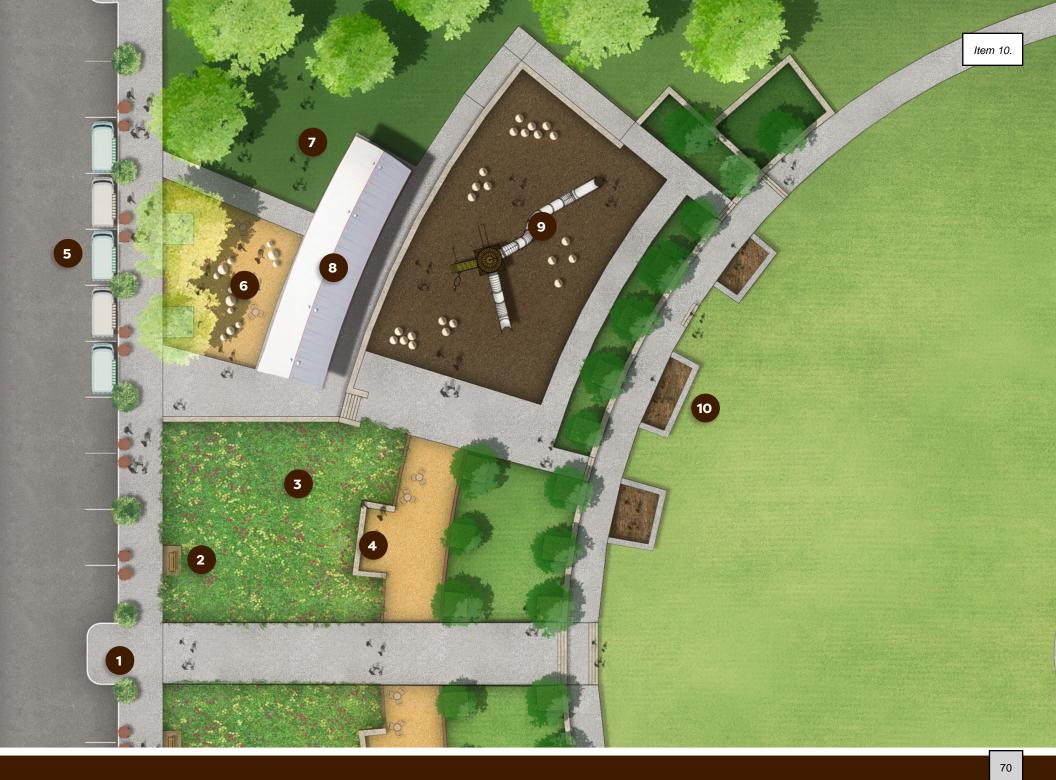
- 2. Gathering Deck
- 5. Decomposed Granite
- 3. Brick Paving
- 6. Sunflower Garden

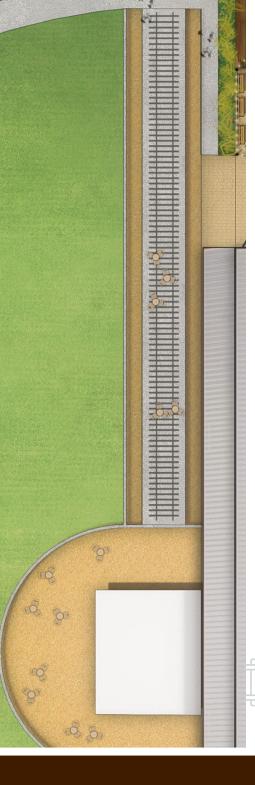












Second Street Plaza

Tucked into the northwest corner of the site is Second Street Plaza, a more intimate and highly programmed space. Bookended by the Elm Street Entrance and the Upper Terrace, the entire space creatively enhances the changes in elevation and promotes the designs overall theme. From the street level, the existing trees and picnic space radiate from a covered pavilion styled after a train depot platform. Above the Second Street Plaza, terminating the Upper Terrace, is The Water Tower, a period-piece themed playground. This further enhances the historic railroad theme for the entire Plaza.

Legend

1. Elm Street Entrance

5. Food Trucks

9. The Water Tower

2. Bench Stations

6. Second Street Plaza

10. Concert Terrace

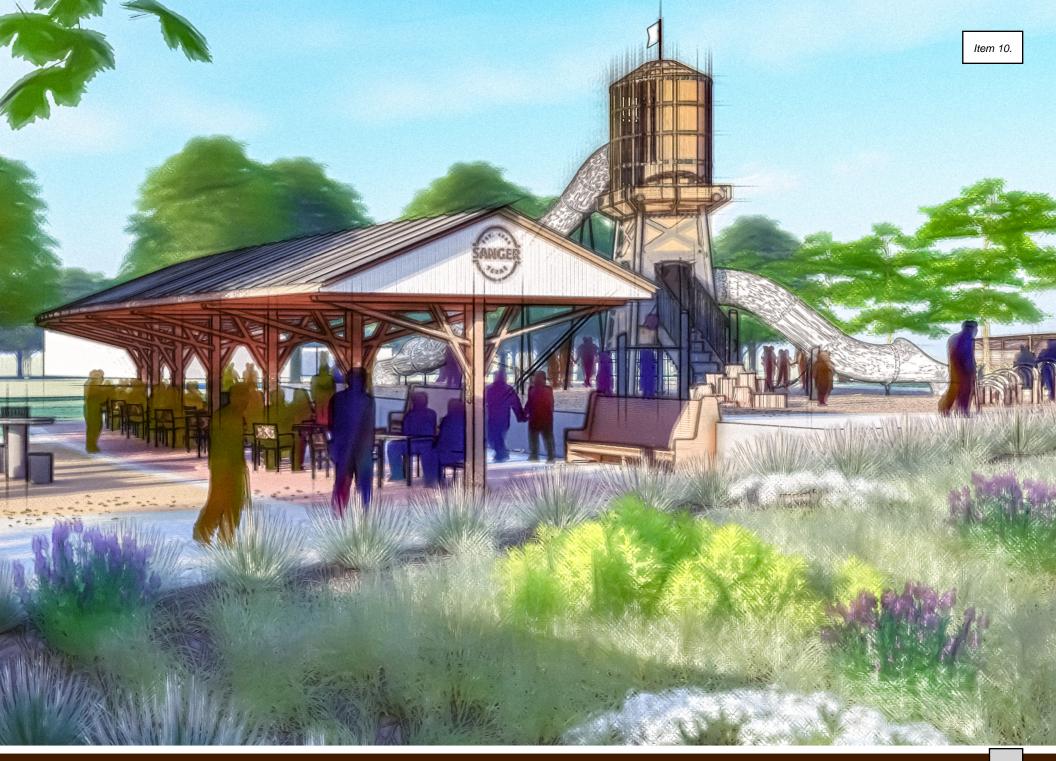
3. Prairie Planting

7. Lawn Games

4. Seating Walls

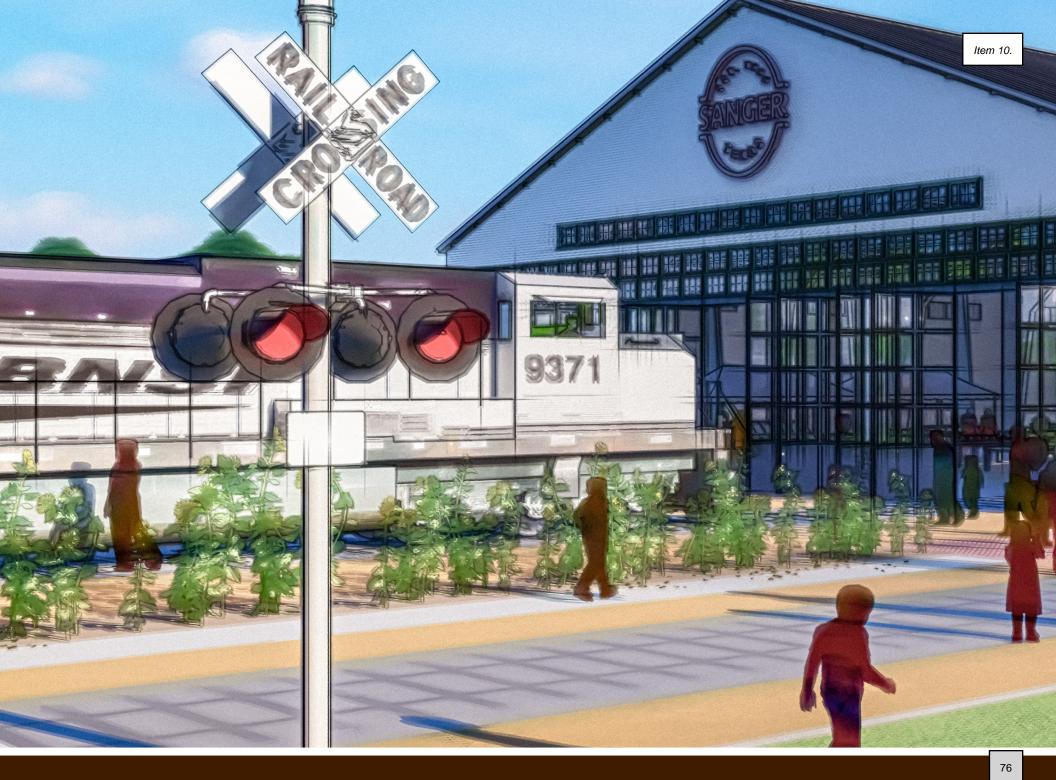
8. Pavilion









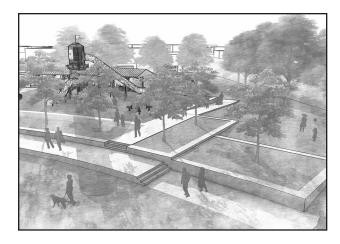




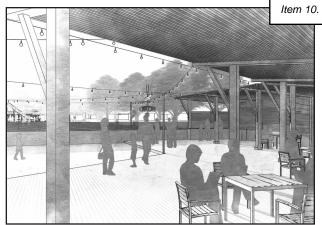


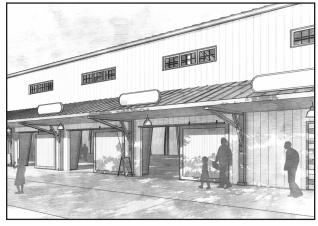


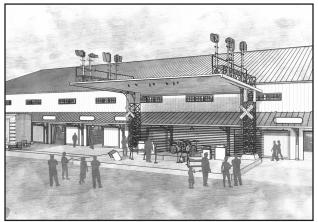




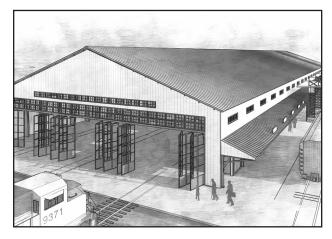


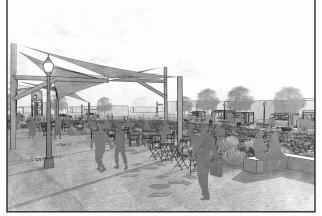




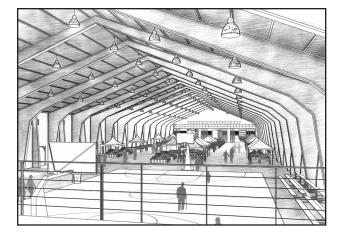


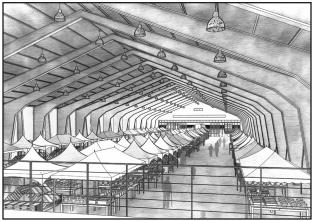


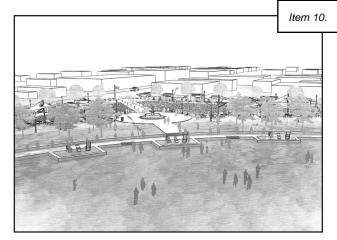


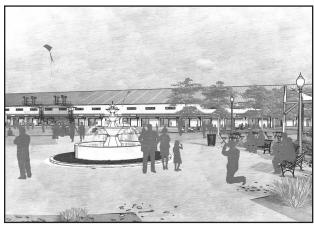






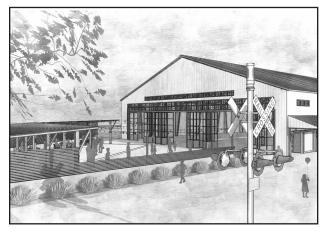




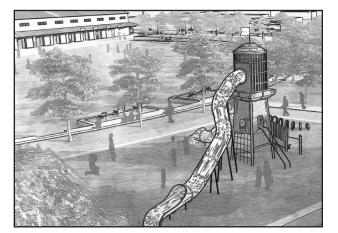












SANGER SXXX



12222 MERIT DR, DALLAS, TEXAS 75251 • 214.845.7008 • WWW.MHSPLANNING.COM TBPE #F-14571 • TBAE #BR4525 MHS PLANNING & DESIGN, LLC



DATE: July 15, 2024

FROM: Jim Bolz, Director of Public Works

AGENDA ITEM: Consideration and possible action on an agreement with Bolivar Water Supply

Corporation (WSC) for the transfer of 2.4 acres located within Bolivar WSC's Water Certificate of Convenience and Necessity (CCN) into the City of Sanger's Water CCN; and authorize the City Manager to execute said agreement.

Water CCN; and, authorize the City Manager to execute said agreement.

SUMMARY:

The developer, Sky110, desires to obtain retail water service from the City of Sanger

• The City of Sanger has the capability to provide service to the Sky110 development

Bolivar WSC has never provided retail water service to the Sky110 tract

FISCAL INFORMATION:

Budgeted: N/A Amount: N/A GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends approval

ATTACHMENTS:

- Water CCN Service Area Transfer Agreement
- Exhibit A The "Sky110 Transfer Tract"

WATER CCN SERVICE AREA TRANSFER AGREEMENT

STATE OF TEXAS \$

COUNTY OF DENTON \$

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

RECITALS

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

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

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

WHEREAS, Bolivar WSC and the City are "retail public utilities", as such term is defined in TWC § 13.002(19), and their water CCN service area boundaries are adjacent to each other in certain locations;

WHEREAS, Sky110 Group, LLC ("*Sky110*") is the developer of approximately 4.13 acres of land in Denton County, Texas and of those 4.13 acres ("*Sky110 Tract*");

WHEREAS, 2.4 acres of the Sky110 Tract are located within Bolivar WSC's Water CCN (the "Sky110 Transfer Tract") which are more specifically depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes;

WHEREAS, Sky110 desires to obtain retail water service from the City for the Sky110 Tract and the City desires to provide retail water service to the Sky110 Tract;

WHEREAS, Bolivar WSC has never provided retail water service to the Sky110 Tract; and

WHEREAS, the Parties desire to transfer the portion of Bolivar WSC's Water CCN service area that overlaps with the Sky110 Transfer Tract to the City's Water CCN service area in

accordance with the terms of this Agreement.

AGREEMENT

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

- 1. **Purpose.** This Agreement shall be a "contract" designating areas and customers to be served by the Parties in accordance with TWC § 13.248, as more specifically described in Section 2 of this Agreement; and the intent of the Parties is in part to fully remove the Transfer Tract from the Bolivar WSC CCN service area, without leaving any strips or other pieces.
- 2. **Transfer.** Bolivar WSC agrees to transfer and convey to the City, and the City accepts from Bolivar WSC, the portion of the Bolivar WSC's Waer CCN that overlaps with the Sky110 Transfer Tract; and the Parties hereby agree to the modifications of the service area boundaries of their respective water CCNs, accordingly. The City, at its sole cost, shall prepare, file, and prosecute an application at the PUC under TWC § 13.248 to secure the PUC's approval of this Agreement and the transfer of the portion of Bolivar WSC's Water CCN service area that overlaps with the Sky110 Transfer Tract to the boundaries of the City's Water CCN service area (the "Application"). Bolivar WSC agrees to cooperate in a timely manner with the City in advancing the Application, should the need arise, and the City agrees to keep the City apprised of the status of the Application. If the PUC denies the Application in whole or in part, or is unwilling to process the Application, then the Parties agree to implement an alternate approach in a reasonable amount of time that is substantially similar to and accomplishes the purposes of this Agreement.
- 3. **Compensation.** The Parties agree that each Party shall pay for its own costs in the preparation and implementation of this Agreement, except as provided in Section 2, herein. The Parties agree that no other compensation is due under this Agreement.
- 4. **Termination.** This Agreement shall only be terminated upon the mutual written agreement of all Parties.
- 5. **Applicable Law.** This Agreement shall be governed by, and construed in accordance with, the Constitution and laws of the State of Texas.
- 6. **Entire Agreement.** This Agreement reflects the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements and understanding, both written and oral, between the Parties with respect to the subject matter hereof.
- Notices. All notices and correspondence pertaining to the Agreement shall be in writing delivered by hand or certified mail, return receipt requested and postage prepaid, or by nationally recognized courier service, and shall be addressed as follows,

unless a Party notifies the other in accordance with this Section of a change of address or other information provided herein:

If to Bolivar WSC:

Bolivar Water Supply Corporation Attn.: General Manager P.O. Box 1006

Sanger, Texas 76266

Telephone: (512) 990-4400 Ext. 103

CC: Polly J. Kruger, Registered Agent 4551 FM 455 West, PO Box 1789 Sanger, Texas 76266

If to City:

City of Sanger, Texas Attn: John Noblitt P.O. Box 1729 Sanger, Texas

Telephone: (940) 458-2059

CC: Ramie Hamonds, Director of Development Services/Building Official

P.O. Box 1729

Sanger, Texas 76266

Telephone: (940) 458-2059

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

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

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

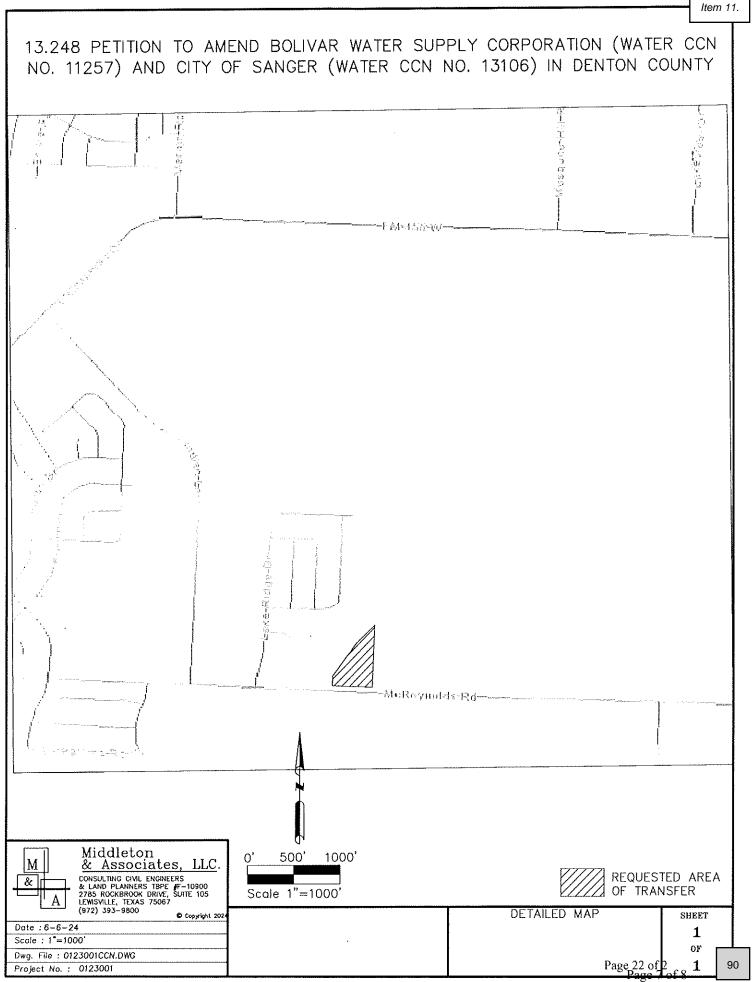
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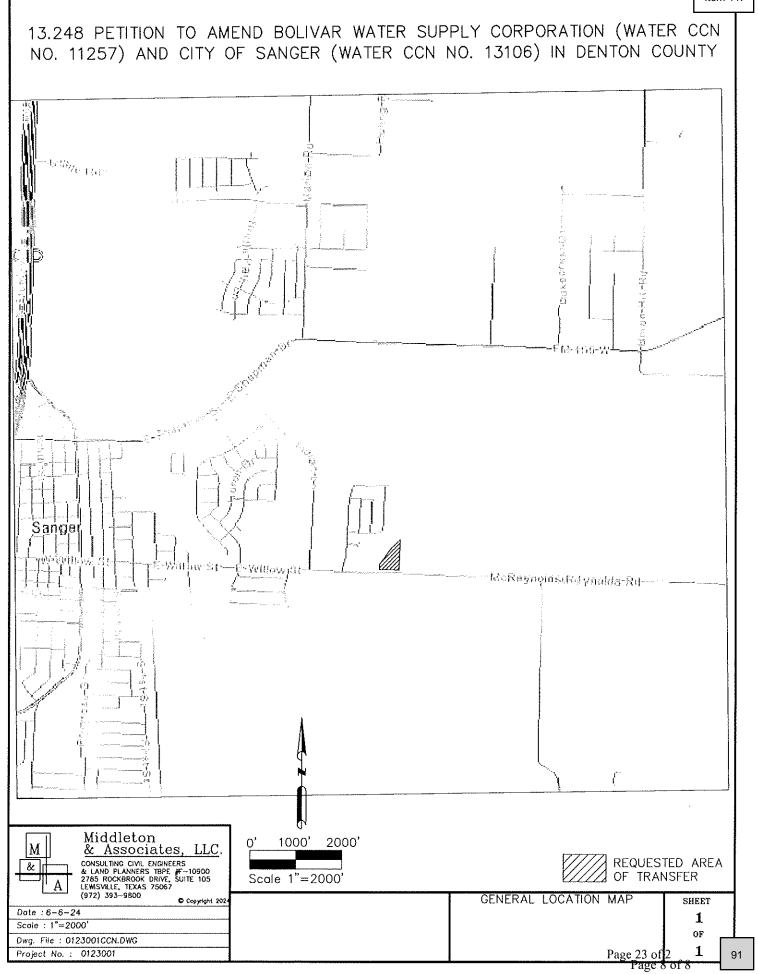
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the Effective Date.

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

	By:
	Name:
	Title:
	Date:
	CITY OF SANGER, TEXAS, a Texas home rule city
	By:
	Name:
	Title:
	Date:
ATTEST:	
By:	
Name:	
Title:	
Date:	

EXHIBIT A
The "Sky110 Transfer Tract"







DATE: July 15, 2024

FROM: Ronnie Grace, Director of Electric

AGENDA ITEM: Consideration and possible action on Purchasing Electric Meters from Aqua-

Metric Sales Company and authorizing the City Manager to execute said

agreement and all necessary documents.

SUMMARY:

• These electric meters are intended for stock and upcoming projects.

The current Meter Change Out Program is for customers who are already using our services.

• Electric meters are experiencing significant delays in delivery due to supply chain lead times.

FISCAL INFORMATION:

Budgeted: N/A Amount: \$141,106.92 GL Account: 008-58-5355

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

- City Council Communication
- Aqua-Metric Quote
- Sole Source Letter



June 26, 2024

Re: Sole Source

To Whom It May Concern:

Sensus, a Xylem brand, recognizes Aqua-Metric Sales Company as the Authorized Distributor of Sensus products in the territory of Central, East, and South Texas. Purchasing Sensus products from the authorized distributor in your area ensures that your products will be properly supported and warranted. Please contact Aqua-Metric Sales Company for all your Sensus needs.

We look forward to providing your business with quality electric products, solutions, and service in the near future. Please feel free to contact me if you have any questions.

Sincerely,

Holt Jorgensen

Director of Sales-Sensus M: 469.338.8348 1935 Wind Hill Road | Rockwall, TX 75087 Xylem.com|Sensus.com

July 01, 2024



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	Unit Price	Line Total
300	EA	ICON	2S CL200 240V RD Stratus IQ +	227.81	68,343.0
36	EA	ICON	2S CL320 240V Stratus IQ +	169.19	6,090.84
4	EA	ICON	1S CL200 240V RD Stratus IQ +	262.92	1,051.68
48	EA	EMETER Switches: B,	9S CL20 120-480v Aclara w/ K,Q,R,T,V, UL2735 Listing	819.33	39,327.84
24	EA	EMETER Switches: B,	16S CL200 120-480v Aclara w/ K,Q,R,T,V, UL2735 Listing	819.33	19,663.92
4	EA	EMETER Switches: B,	36S CL20 120-480v Aclara w/ K,Q,R,T,V, UL2735 Listing	819.33	3,277.32
4	EA	EMETER Switches: B,	45S CL20 120-480v Aclara w/ K,Q,R,T,V, UL2735 Listing	819.33	3,277.32
1	EA	BROKENPAL	LETFACLARA BROKEN PALLET FEE	75.00	75.00

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

- 1. All quotes are subject to the Aqua-Metric Terms of Sales.
- 2. Quote is valid for thirty days.
- 3. If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- 4. Freight allowed on single orders exceeding \$80,000.00.
- 5. Net Thirty Days to Pay.6. Sales Tax and/or Freight charges are approximated and may vary on final invoice.

Subtotal 141,106.92

Sales Tax 0.00 Total 141,106.92

Proprietary and Confidential

Page 1 of 1



DATE: July 15, 2024

FROM: Jim Bolz, Director of Public Works

AGENDA ITEM: Consideration and possible action on entering into an agreement for engineering

services with Plummer Associates, INC. for the purpose of adding an additional turbo blower and providing a technical memorandum for expansion to the Wastewater Treatment Plant; and, authorize the City Manager to execute said

agreement.

SUMMARY:

Currently the Wastewater Treatment Plant is permitted to treat 0.98 MGD

- Interim Phase II allows us to treat 1.2 MGD
- An additional turbo blower is needed before moving to the Final Phase of 1.86 MGD

• Due to our current pace of growth, we feel it is prudent that this process is begun at this time.

FISCAL INFORMATION:

Budgeted: YES Amount: \$291,681 GL Account: 840-54-6544

RECOMMENDED MOTION OR ACTION:

Staff recommends approval

ATTACHMENTS:

- Plummer Associates, INC agreement for Engineering Services
- Additional Blower Associated Cost
- High Speed Turbo Blower Specifications
- High Speed Turbo Blower Performance Data

PLUMMER ASSOCIATES, INC.

AGREEMENT FOR ENGINEERING SERVICES

Project No.

THIS AGREEMENT is made and entered into as of the	he		day of	, 2024,
by and between the City of Sanger, Texas, (h	nereinafter c	alled "Owne	r") and the firm	of PLUMMER
ASSOCIATES, INC., a Texas Corporation with its cor	rporate office	at 1320 Sout	h University, Suite	300, Fort Worth,
Tarrant County, Texas, (hereinafter called "Engineer	r").			
<u>OWNER</u> !	INFORMATI	<u>ON</u>		
Name: City of Sanger	Contact:	Jim Bolz		aratan eta artika eta a
Billing Address: P.O. Box 1729	Title:	Director	of Public Works	
Sanger, TX 76266	Telephone	e: <u>(940)</u>		
NOW, THEREFORE, in consideration of the premi Engineer agree as follows:	ises and mu	tual covenar	its contained her	ein, Owner and
SCOPE OF SERVICE:				
Owner requests and authorizes Engineer to perfor described in Exhibit A, " Scope of Services ," and he				
GENERAL TERMS AND CONDITIONS:				
1. Authorization to Proceed				
Execution of this Agreement by the Owner will be auth proceed with the work, unless otherwise provided for			SSOCIATES, INC	C. ("Engineer") to
2. Salary Costs				
Engineer's Salary Costs, when the basis of compens	ation, are the	e amount of v	vages or salaries	paid Engineer's

employees for work directly performed on Owner's Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

Per Diem Rates

Engineer's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on Owner's Project by Engineer's employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses.

4. Direct Expenses

Engineer's Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the Owner's Project, including, but not limited to, necessary transportation costs, including Engineer's current rates for Engineer's vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Engineer.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by Engineer will be on a basis of experience and judgment; but, since it has no control over market conditions or bidding procedures, Engineer cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Termination

This Agreement may be terminated for convenience upon 30 days' written notice by either party with or without cause. On termination, Engineer will be paid for all work performed up to the date of notification. If no notice of termination is given and termination is not for cause, relationships and obligations created by this Agreement, except Articles 8 through 15, will be terminated upon completion of all applicable requirements of this Agreement.

7. Compensation

Owner shall pay Engineer for Basic Services and Additional Services rendered in accordance with the provisions of Exhibit B.

Monthly invoices will be issued by Engineer for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1-1/2 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The Owner will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

8. Insurance

Engineer, as a minimum, shall maintain insurance of a form and in amounts as required by state law and as set forth in the attachment "Insurance and as set forth in Exhibit C, "Insurance". Engineer shall provide proof of said insurance requirements by attaching a Certificate of Insurance with the executed Agreement.

9. Independent Consultant

Engineer agrees to perform all services as an independent consultant and not as a subcontractor, agent or employee of the Owner.

10. Engineer's Personnel at the Project Site

The presence or duties of the Engineer's personnel at the Project site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to Owner and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions

of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. The Engineer and its personnel have no authority to exercise any control over any contractor, subcontractor, or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site except Engineer's own personnel.

Engineer neither guarantees the performance of any contractors, subcontractors or other entities nor assumes responsibility for their failure to perform their work in accordance with their contractual responsibilities.

11. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of the Engineer for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation or administrative proceedings taken or defended by the Owner.

12. Venue

In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Denton County, Texas, and shall be governed by the laws of the State of Texas.

13. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

14. Interpretation

The limitations of liability and indemnities will apply whether Engineer's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to Engineer's officers, affiliated corporation, employees and subcontractors. The law of the state of Texas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

15. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the Owner and Engineer and has no third party beneficiaries. The Owner will include a provision in each agreement which Owner enters into with any other entity or person that such entity or person shall have no third-party beneficiary rights under this Agreement.

Engineer's services are defined solely by this Agreement, and not by any other contract or Agreement that may be associated with the Project.

16. Indemnity and Liability

To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner and their officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of Engineer's negligent act or omission of Engineer, its consultants, or their officers, directors, members, partners, agents, or employees on services performed under this Agreement provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom. It is specifically understood and agreed that in no case shall the Engineer be required to pay an amount disproportional to Engineer's culpability, or any share of any amount levied to recognize more than actual economic damages

Engineer will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing similar work in the same locality under similar conditions during the same time. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Engineer's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.

The Owner's review, approval, or acceptance of, or payment for, any of these services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performances of this Agreement, and the Engineer shall be and remain liable in accordance with applicable law for all damages to the Owner caused by Engineer's omissions or negligent performance of any of the services furnished under this Agreement.

To the maximum extent permitted by law, Engineer's liability for Owner damages for any cause or combination of causes will, in the aggregate, not exceed the limits of the Engineer's professional liability insurance coverage.

As used herein, Engineer includes the corporation, subcontractors, and any of its or their officers, or employees.

As between the Owner and the Engineer, any contract claim must be brought within four years from the day following the act or omission giving rise to the breach of contract claim.

17. Documents and Notices

Contract documents, reports, plans, specifications, memorandums, or other delivered documents (furthermore known as Documents), in printed paper format (also known as hard copies) prepared or furnished by Engineer, pursuant to this Agreement are instruments of service but shall become the property of the Owner subject to Engineer's receipt of full payment for all services relating to preparation of the Documents. Engineer shall have the right to retain copies of Documents for information and reference. Signed and sealed printed form documents and plans shall be deemed superior and shall govern over same electronic format documents.

Contracted notices required by this Agreement shall be made in writing and shall be delivered by:

- a. person;
- b. overnight courier with written verification of receipt;
- c. electronic communication; or
- d. certified mail, return receipt requested.

18. Assignment

Neither Party will assign all or any part of this Agreement without prior written consent to the other party.

Exhibit A - Scope of Services

Exhibit B - Compensation

Exhibit C - Insurance

By execution of this Agreement, Owner authorizes Engineer to provide Basic Services for the Project in accordance with Exhibit A, "Scope of Services." Services covered by this Agreement will be performed in accordance with the Provisions attached to this form and any other attachments or schedules. This Agreement supersedes all prior Agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Owner:	Plummer Associates, Inc.:	
Ву	By	
Title	Title	
Date	Date	

EXHIBIT A

SCOPE OF SERVICES

BACKGROUND

This scope of services will address two separate items:

Additional Blower: The first item will be the engineering services to provide a set of drawings and specifications to bid for and recommend award of a contractor, and to provide general construction administration for the installation of an additional blower to meet the aeration demand for the final permit phase for the existing City of Sanger Wastewater Treatment Plant (WWTP). It is assumed that the fourth blower will match the capacity of the other two large blowers in the blower building. The additional blower is required for the City to progress to the final phase of the WWTP discharge permit.

<u>Technical Memorandum for Expansion to the WWTP:</u> The existing WWTP can be expanded by replacing the existing final clarifiers in Package Plants 2, 3 and 4 with aeration equipment and constructing two new final clarifiers in concrete basins. This will provide additional design flow capacity. However, the corresponding additional peak flow will need to be addressed. This will require additional peak flow pumps and additional UV disinfection. The technical memorandum will identify the modifications needed to increase the design flow and the peak flow through the plant based on the existing peak flow to design flow ratio of 4.7 to 1.

BASIC SERVICES

The project will include the following assumptions:

- The City is responsible for on-site construction services.
- The replacement blower will be evaluated based on additional aeration capacity.
- The final plan sheets will be bound in the specification book for this project.
- The design for all project components will be packaged into a single package for bidding and construction purposes.

Basic Services provided by Plummer Associates, Inc. (the "Engineer") will generally be covered under four main Phases: Project Coordination and Meetings, Detailed Design, Advertisement and Bid Phase Services, and Construction Phase Services. Each is identified below:

A. ADDITIONAL BLOWER

PHASE 1 - DETAILED DESIGN PHASE SERVICES

The Engineer shall prepare construction documents for the project. Design criteria and specifications shall comply with the applicable laws, statutes, ordinances, codes, and regulations.

1. Draft Design

- a. The Engineer shall prepare draft design drawings and specifications for adding the fourth blower with the accompanying electrical feed and controls in the blower building. The Engineer shall provide electronic copy of specifications and drawings for City review.
- b. Engineer shall prepare a draft opinion of probable construction cost (OPCC) for the blower installation.

2. Design Review Meeting

The Engineer will prepare for and participate in one (1) review meeting with the City following the submittal of the draft bid set of drawings and specifications. Engineer shall provide meeting notes with action items and decisions recorded.

- 3. Final Design Documents
 - a. Upon receipt of review comments from the City, the Engineer will develop the bid ready drawings and specifications for advertisement of the Project.
 - b. Deliverables:
 - i. One (1) electronic copy in pdf format
 - ii. Summary and detailed Final OPCC (electronic copy in pdf format)
 - iii. One (1) hard copy of Bid Documents

4. TCEQ Coordination

- a. A project summary letter will be submitted to the TCEQ. Plans, specifications, and contracts shall be submitted to the TCEQ if requested following their review of the project summary letter.
- Meetings and additional coordination with the TCEQ will be performed under additional services.

PHASE 2 - BID PHASE SERVICES

After the Bid Documents and updated OPCC have been approved by the City, the Engineer shall assist in obtaining bids for the project from general contractors. The City is responsible for publishing the notice to bidders on local news media and paying the associated costs. Bidding documents shall be distributed using CivCast.

- Bid Advertising. Engineer shall provide the following bid phase services for the Project:
 - a. Bid Posting: Post Issued for Bid documents on CivCast;
 - b. Pre-Bid Meeting: Coordinate pre-bid meeting date, time and place with the City. Prepare agenda and facilitate pre-bid meeting; and
 - c. Interpret Construction Contract Documents: Respond to questions posed during advertisement via CivCast. Prepare and issue addenda when required. Addenda to be posted to CivCast.
 - d. Deliverables:
 - i. Project bidding management using CivCast
 - ii. Pre-bid conference with agenda and summary (PDF format)
 - iii. Addenda
 - Bid Processing, Engineer shall assist the City in the bid opening and review:
 - a. Bid Opening/Tabulation: Assist the City during bid opening, prepare tabulation of bids. Review bid submissions for completeness.
 - b. Bid Review: Review and evaluate the qualifications of the apparent successful bidder and the proposed major or specialty subcontractors when warranted. The review and evaluation will include such factors as previously constructed work, financial resources, technical experience, responses from references, and bonding.
 - c. Recommendation of Award: Provide written recommendation to the City concerning contract award.
 - d. Prepare Construction Contracts for Signature: Review of Contractor's bonds and insurance, furnishing the Contractor unsigned construction contract documents with Notice of Intent to Award letter, and transmitting one copy of the construction contract documents to the City for signature.
 - e. Prepare Conformed Documents: Incorporate addenda items and executed documents into the plans and specifications to create a "Conformed to Bid" set of construction contract documents.
 - f. Deliverables:

- i. Bid Tabulation (electronic in pdf format)
- ii. Recommendation of Award letter (electronic in pdf format)
- iii. Notice of Intent to Award letter (electronic in pdf format)
- iv. One (1) hard copy of Construction Contracts for the City's signature
- v. Conformed to Bid Documents (electronic in pdf format)
- vi. Two (5) hard copies of Conformed to Bid Documents to the City;
- vii. Three (3) hard copies of Conformed to Bid Documents to Contractor;

PHASE 3 - CONSTRUCTION PHASE SERVICES

General Construction Administration Services

- a. The Engineer's responsibility to provide basic Engineering services for the Construction Phase under this Agreement commences with the award of the Contract for Construction and terminates at the end of the construction period for the Project including associated testing and startup service identified in this Agreement.
- b. Construction Phase duties, responsibilities, and limitations of the Engineer shall not be restricted, modified, or extended without agreement of the City and the Engineer in writing.
- c. The Engineer shall be a representative of and shall advise and consult the City during construction. The Engineer shall have the authority to act on behalf of the City only to the extent provided in this Agreement, unless otherwise modified by written instrument.
- d. The City's approval, acceptance, use of, or payment for all or any part or the Engineer's services hereunder or the Project itself shall in no way alter the Engineer's obligations or the City's rights herein.

2. Engineer's Personnel at the Construction Site

- a. The presence and duties of the Engineer's personnel at a construction site, whether as onsite representative or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to the City's and/or construction contractors or other entities, and do not relieve the construction contractors or other entities from their obligations, duties, and responsibilities.
- b. The Engineer and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health and/or safety precautions related to such work and have no duty for inspecting, noting, observing, correcting, or reporting on health and/or safety deficiencies of the construction contractors or other persons at the site except the Engineer's own personnel.
- c. The presence of the Engineer's personnel at the construction site if for the purpose of providing the Engineer and the City a greater degree of confidence that the completed work will conform generally to the contract documents. The Engineer neither guarantees the performance of a construction contractor nor assumes responsibility for the contractor's failure to perform the work in accordance with the contract documents.

3. Pre-Construction Conference

- a. The Engineer shall assist the City with preparation of one (1) pre-construction conference for the Project. Meeting shall be conducted by the City for the contractor at the City's facility. At a minimum, the following items will be discussed:
 - i. The construction schedule
 - ii. Schedule of values and payment procedures and schedules
 - iii. Designation of key personnel and their duties; and

iv. Procedures for the construction administration of the Project

4. Construction Progress

- a. The Engineer shall perform four (4) visits to the site or City's offices during the construction period beginning with the date of execution of the construction contract by the City to review the construction schedule and to observe the progress and the quality of work.
 - The Engineer shall become familiar with the progress of the work completed and will determine in general if the work when completed will be in accordance with the contract documents.
 - ii. Additional site visits beyond those listed will be an additional service and the Engineer shall be entitled to additional compensation.

5. Shop Drawing Submittal and Review

- a. The Engineer will review samples, catalog data, schedules, shop drawings, laboratory reports, shop and mill test of material and equipment and other data pursuant to the general conditions of the Construction Contract.
- b. The Engineer will review quality related documents provided by the contractor such as test reports, equipment, installation reports, or other documentation required by the construction contracts.
- c. The Engineer shall review up to twelve (12) submittals in total, including resubmittals. Any additional reviews will be a Special Services and the Engineer shall be entitled to additional compensation.

6. Requests for Information and Contract Modifications

- a. The Engineer will interpret the intent of the plans and specifications and respond to requests for information (RFIs) for the City and contractors.
 - i. The Engineer shall review up to five (5) RFIs in total, including variations of base RFI. Additional RFI responses beyond those listed will be a Special service and the Engineer shall be entitled to additional compensation.
- b. The Engineer will review contract modification requests (CMRs), prepare field orders, and review proposed contract modifications (PCMs) for items identified during construction that are necessary or requested by the City or contractor, but not in accordance with the construction documents.
 - i. The Engineer shall review, evaluate, and issue up to a total of one (1) CMR, PCM, field order, and change order. Additional contract modifications beyond those listed above will be a Special service and the Engineer shall be entitled to additional compensation.

7. Pay Estimates

a. The Engineer will review and comment on estimates for payment to contractor, pursuant to the general conditions of the construction contract. Recommendations by the Engineer to the City for periodic construction progress payments to the construction contractor will be based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated.

8. Substantial and Final Review

- a. Conduct, with the City's representative, a final site visit of the Project at substantial completion for observing conformance with the design concepts of each Project and general compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor.
- b. Prepare Record drawings of the constructed work from information provided by the

construction contractor.

- c. Deliverables:
 - i. Record Drawings (electronic in PDF format)

B: TECHNICAL MEMORANDUM FOR ADDITIONAL PLANT CAPACITY

- 1. Technical Memorandum
 - a. The Engineer will evaluate the additional capacity of the plant that can be achieved by the construction of two new final clarifiers to replace the existing final clarifiers in package plants No. 2 4. The existing final clarifier basins will be renovated as additional aeration basin capacity. The evaluation will present the additional design flow capacity based on the historical plant influent biochemical oxygen demand over the last five years. The evaluation will also identify the additional modifications needed to increase the peak flow capacity of the plant to correspond with the increase in design flow assuming the peak flow to design flow ratio of the existing plant. An opinion of probable construction cost will be developed for the additional work.
 - b. The Engineer will submit a draft of the technical memorandum for review by the City, revise the technical memorandum based on comments from the City and submit a final technical memorandum in PDF format.

SPECIAL SERVICES

Upon authorization by the City, the Engineer will provide the City support during the project through the execution of the following special services:

None identified.

ADDITIONAL SERVICES

Additional Services are those services not included in Basic or Special Services above that may be required for the Project but cannot be defined sufficiently at this time to establish a Scope of Work. Prior to proceeding with such work, the Engineer must receive authorization from the City. The Engineer will provide a written scope description and proposed compensation limit when requesting authorization. Additional Services include, but are not necessarily limited to the following:

- 1. Design of other improvements not specifically identified in Basic or Special Services.
- 2. Modifications to the design of improvements previously approved by the City on conceptual, preliminary or detailed design progress submittals.
- Additional witness testing not included in Basic or Special Services including but not limited to labor associated with attendance for re-testing due to failure of equipment to meet the requirements of the contract documents.
- 4. Traffic Control and Stormwater Pollution Prevention (SWPPP) Design.
- 5. Surveying and geotechnical engineering services.
- 6. Corrosion studies.
- 7. Archeological investigations not included in Basic or Special Services.
- 8. GIS processing of geophysical and/or geotechnical data.
- 9. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
- 10. Providing additional copies of reports, plans, specifications, OPCC's and contract documents beyond those specifically described in Basic and Special Services.
- 11. Preparing environmental impact statements, storm water discharge permits, and 404 permit applications, except as specifically included in the Special Engineering Services.
- 12. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of Engineering data and reports for assistance of the City.

- 13. Other services beyond those included in Basic or Special Services that are approved by the City.
- 14. Payment of fees for permit applications and publication(s) of notices.
- 15. Public relation activities and consulting services.

Exhibit B

Compensation

1. Basic Services of Engineer

Owner shall pay Engineer for Basic Services of Engineer rendered for "Scope of Services" as provided in this Agreement. Fees shall be paid per Article 7 of the General Terms and Conditions.

Compensation for the following services shall be paid on a Cost Reimbursable ("time and materials") basis not to exceed \$48,670:

2. Additional Services of Engineer

Compensation for Additional Services requested and authorized by the Owner shall be paid to the Engineer on a Cost Reimbursable basis per Article 7 of the General Terms and Conditions. A budgetary limit of \$5,000 has been established for any Additional Services requested by the Owner.

Cost reimbursable compensation for Basic Services and Additional Services shall be based on Engineer's personnel time at Engineer's hourly labor rates attached hereto as Table B -1 Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Additional Services of Engineer, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

TABLE B-1 PLUMMER ASSOCIATES, INC. HOURLY FEE SCHEDULE 2024

Staff Description	2024 Rate
Staff Admin	\$100.00
Senior Admin	\$115.00
Staff CAD	\$120.00
Senior CAD	\$145.00
CAD Manager	\$165.00
Staff CM	\$135.00
Project CM	\$165.00
Senior CM	\$220.00
Principal CM	\$300.00
Staff RPR	\$115.00
Senior RPR	\$160.00
Staff Geospatial	\$105.00
Senior Geospatial	\$130.00
Geospatial Manager	\$160.00
Intern	\$80.00
Staff Engineer/Scientist	\$140.00
Project Engineer/Scientist	\$180.00
Project Manager	\$250.00
Subject Matter Expert/ Senior Project Manager	\$305.00
Principal	\$340.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses.

A technology charge will be billed at \$5 per labor hour.

CITY OF SANGER, TEXAS WASTEWATER TREATMENT PLANT - ADDITIONAL BLOWER Additional Blower 1416-010-01

(Phase) No. and Description	Principal	Sr. Proj Mgr	Elec. Engr.	Proj Engr	EIT	Technician	Clerical	QC	,	otal Lab	-	Percent of
Level 3 (Task) No. and Description		(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	(hrs)	Hours	F	ee (\$\$\$)	Total Fee
Additional Blower		46	52	24	66	16	14	2				100.0%
Additional Blower	0	24	48	0	42	16	10	0	140	\$	30,040	64.5%
1 Design		4	24		8	12	4		52	\$	11,140	23.9%
2 Bid Assistance		4	2		8		4		18	\$	3,320	7.1%
3 Construction Administration		8	12		24				44	\$	9,280	19.9%
4 Record Drawings			2		2	4	2		10	\$	1,540	3.3%
5 Site Visits (4 Visits, 2 by PM, 2 by EE; 4 hrs ea.)		8	8						16	\$	4,760	10.2%
Memo on Plant Expansion	0	12	4	24	24	0	4	0	68	\$	12,900	27.7%
1 Tech Memo		8	4	16	8		4		40	\$	8,000	17.2%
2 Hydraulic Analysis		2		4	8				14	\$	2,450	5.3%
3 OPCC (Class 5)		2		4	8				14	\$	2,450	5.3%
4 Level 3 (Task) Name									0	\$		0.0%
5 Level 3 (Task) Name									0	\$		0.0%
ADMINISTRATIVE/OC TASKS	0	10	0	0	0	0	0	2	12	s	3.660	7.9%
**************************************	1	1			1	1 1						1.3%
3 Project Management		10							10	\$	3,050	6.5%
Total Labor Hours		46	52	24	66	16	14	2	220	1.		
												100.0%
Total Amounts by Labor Category Labor Category Percent of Total Labor	0.0%	\$ 14,030 30.1%	\$ 15,080 32.4%	\$ 4,320 9.3%	\$ 9,240 19.8%	\$ 1,920 4.1%	\$ 1,400 3.0%	\$ 610 1.3%		\$	46,600	100.0%
ÉXPENSES (see breakdown below) Total Subconsultants Total Reimbursables										\$	2,070	
Total Expenses	1									\$	2,070	
	Additional Blower 1 Design 2 Bid Assistance 3 Construction Administration 4 Record Drawings 5 Site Visits (4 Visits, 2 by PM, 2 by EE; 4 hrs ea.) Memo on Plant Expansion 1 Tech Memo 2 Hydraulio Analysis 3 OPCC (Class 5) 4 Level 3 (Task) Name 5 Level 3 (Task) Name ADMINISTRATIVE/OC TASKS 1 Quality Control (includes 3 meetings) 3 Project Management LABOR Total Labor Hours Total Labor Amount Total Amounts by Labor Category Labor Category Percent of Total Labor EXPENSES (see breakdown below) Total Subconsultants Total Relimbursables	Additional Blower 0 Additional Blower 0 1 Design 0 2 Bid Assistance 3 Construction Administration 4 Record Drawings 5 Site Visits (4 Visits, 2 by PM, 2 by EE; 4 hrs ea.) Memo on Plant Expansion 0 1 Tech Memo 2 Hydraufic Analysis 3 OPCC (Class 5) 4 Level 3 (Task) Name 5 Level 3 (Task) Name 5 Level 3 (Task) Name 6 Constitution of the Constit	Additional Blower	Additional Blower	Additional Blower	Additional Blower	Additional Blower	Additional Blower	Additional Blower	Additional Blower	Additional Blower	Ional Blower

SUBCONSULTANT EXPENSES

Code	Description	Budg	et (\$\$)	Markup	Fee	(\$\$\$)
CA	Architect Consultant	\$		1.15	\$	
CC	Civil Engr Consultant	\$	-	1.15	\$	
CE	Electrical Consultant	\$		1.15	\$	
CG	Geotechnical Consultant	\$	-	1.15	\$	
CM	Mechanical Consultant	\$	-	1.15	\$	
co	Other Consultant	\$	-	1.15	\$	
CS	Structural Consultant	\$	-	1.15	\$	٠
CY	Surveying Consultant	\$	-	1.15	\$	
C1		\$	-	1.15	\$	
C2		\$	-	1.15	\$	
C3		\$	-	1.15	\$	•
C4		\$	-	1.15	\$	
C5		\$		1.15	\$	
C6		\$	-	1.15	\$	
TOTAL	SUBCONSULTANT EXPENSES	\$			\$	

REIMBURSABLE EXPENSES

Code	Description	Bu	iget (\$\$)	Markup	Fe	e (\$\$\$)
RA	Laboratory Analysis	\$	-	1.15	\$	
RC	Computer	\$	-	1.15	\$	
RH	Historical	\$	-	1.15	\$	
RI	In-House Reproduction	\$	100	1.15	\$	115
RL	Long Distance Telephone	\$	-	1.15	\$	
RM	Employee Mileage	\$	200	1.15	\$	230
RO	Other Expenses	\$		1.15	\$	
RP	Purchased Services	\$		1.15	\$	
RR	Reproduction	\$	1,500	1.15	\$	1,725
RS	Shipping, Delivery, Postage	\$	-	1.15	\$	
RT	Travel, Meals, Lodging	\$	-	1.15	\$	
RU	Telecommunications	\$	-	1.00	\$	
R1		\$	-	1.15	\$	
R2		\$		1.15	\$	-
TAL REI	MBURSABLE EXPENSES				\$	2,070

https://apaiemv-my.sharepoint.com/personal/jcaffey_plummer_com/Documents/Documents/Temporary/Add Clarifier to Plant/[ProjectBudget_Additional_Blower_Draft.xls]Project 1

06/07/24

SECTION 11081 BLOWER, HIGH SPEED TURBO

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Bid Documents, including Special Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Furnish, install, startup and test the following:
 - 1. Four (4) high speed turbo blowers (300-BL-11, 300-BL-12, 300-BL-13, and 300-BL-14) in sound attenuation enclosures to provide the required quantity of air to the secondary treatment systems of Plants No. 1, 2, 3, and 4. The blowers shall operate at the conditions specified in Tables 1 and 2 on this Section.
 - 2. A local control panel integrated into each blower enclosure, consisting of a disconnect switch, variable frequency drive or inverter, PLC based control system, alarms, indicator lights, push-buttons, and related controls. In lieu of a PLC based control system a microprocessor installed in each blower that works with a PLC based master control panel may be used. If a microprocessor controller is used, provide a spare pre-loaded controller in lieu of program software backup.
 - 3. A master control panel and an aeration control package as described in Section 11610 "Aeration Basin Air Flow Control System."
 - 4. The blowers, accessories, and controls shall be complete and operable. Blowers and accessories shall include the following:
 - a. High speed turbo blower with direct connected drive motor.
 - b. Inlet filter.
 - c. Inlet and discharge silencer.
 - d. Discharge check valve.
 - e. Blow-off valve.
 - f. Blow-off silencer.
 - g. Flexible connectors.
 - h. Butterfly outlet valves.
 - Local control panels (LCP).
 - Master control panel (MCP).
 - k. Instrumentation and electrical control system.
 - 1) Variable frequency drive or inverter to vary the speed of the blower motor.
 - 2) Pressure, temperature, vibration and flow monitoring devices.
 - Accessories, consisting of gauges, anchor bolts, and related items necessary for a complete and operable system.
 - m. Sound attenuation enclosure.
 - n. Installation assistance, equipment startup, performance testing, and placing in service.
 - Training of OWNER'S Personnel.
 - 5. Refer to P&ID's, Drawings, and Division 17 Sections regarding the control logic and description for additional equipment monitoring and control information as applicable.
 - 6. The blowers will be located in the existing blower building as shown on the drawings.

1.3 REFERENCES

- A. References: Following is a list of standards, which might be referenced in this Section:
 - ASME International (ASME):
 - a. PTC-10 Performance Test Code on Compressors and Exhausters
 - b. PTC-19.2 Pressure Measurement
 - c. PTC-19.3 Temperature Measurement

- d. PTC-19.5 Flow Measurement
- 2. Institute of Electrical and Electronics Engineers, Inc.(IEEE):
 - a. 519 Recommended Practices and Requirements for Harmonic Control in Electrical Power systems
- 3. National Electrical Manufacturer's Association (NEMA): MG-1, Motors and Generators.
- 4. National Fire Protection Association (NFPA): NFPA 70, National Electric Code.

1.4 PERFORMANCE REQUIREMENTS

- A. Performance Requirements:
 - 1. Operation:
 - All equipment, including controls and drives specified herein, shall be specifically designed for the service and the environment to be encountered.
 - b. The turbo blowers will be connected to an existing air header that supplies air to the secondary treatment systems of Plants No. 1, 2, 3 and 4. The turbo blowers will operate in parallel
 - Designed and capable of either continuous or intermittent operation of up to 6 times per hour.
 - d. Operate without surge, vibration, hunting, abnormal noise, or excessive heat throughout the entire range of operating conditions. PLC or microprocessor must have the capability to dynamically adjust the blowers speed to prevent these possible conditions.
 - e. Blower's head-capacity curve shall slope downward continuously (but not necessarily at the same slope) with increasing capacity and decreasing head.
 - f. Blowers with curves that reflect two possible capacities for a given pressure (head) will not be acceptable.
 - g. Conditions specified herein shall be defined in ASME PTC-10 with pressures and temperatures specified herein refer to stagnation conditions. Inlet conditions are defined as the conditions that exist at the inlet flange of the blower or the discharge cone.
 - h. Blower shall be designed to handle filtered air for the rated conditions listed in Tables 1 and 2.
 - 2. Operation in conjunction with several existing blowers in parallel shall be possible without special requirements. The condition of several units running in parallel with different air flow settings shall be met and the safety margin between delivery pressure and surge pressure shall be maintained at the same value for each machine operating in parallel.



 Blower manufacturer shall inform CONTRACTOR regarding any additional requirements, such as piping changes, external wiring and condult requirements, and related work required, from that shown on the Drawings. All changes shall be accomplished at no change in the Contract project.

Table 1 Blower Operating Con	ditions
Parameter Parameter	Value
Environmental Conditions	
Barometric Pressure	14.37
Relative Humidity, Maximum	100%
Inlet/Ambient Temperature, Maximum	110°F
Inlet/Ambient Temperature, Minimum	0°F
Site Elevation, Feet	636.0
Ambient Temperature Control	None; blower equipment will be exposed to ambient temperature.
Design Conditions	
Initial Pressure Loss, Clean Inlet Filter Silencer	½" W.C.
Design Discharge Pressure without Inlet Filter Pressure Loss.	7.4 psig
Blower Turndown from Rated Maximum Flow	40%
Maximum Discharge Air Temperature	210°F
Blower Assemblies No. 1,2 and 3:	
Mark	300-BL-11 300-BL-11 (future),
	300-BL-12, and
0 21.	300-BL-13 4 2
Quantity Location	- 1901
L	Blower Building 1,105 scfm
Capacity at Full Speed and Design Discharge Pressure	1,100 Sciiii
Capacity at Maximum Turndown and Design Discharge Pressure	663 scfm
Motor, hp, Minimum (1)	50
Wire-to-Air Power Efficiency at Design Condition, Minimum (2)	64%
Wire-to-Air Power at Design Condition, Maximum	41.7 kW



Table 2 Blower Operating Condition (continued)	ons
Parameter	Value
Blower Assembly No. 4:	
Mark	300-BL-14
Quantity	1
Location	Blower Building
Capacity at Full Speed and Design Discharge Pressure	560 scfm
Capacity at Maximum Turndown and Design Discharge Pressure	336 scfm
Motor, hp, Maximum ⁽¹⁾	30
Wire-to-Air Power Efficiency at Design Condition, Minimum (2)	58.5%
Wire-to-Air Power at Design Condition, Maximum	22.6 kW

Notes:

- (1) Motor shall be non-overloading at the minimum and maximum ambient temperatures at all points.
- Wire kW efficiency of the blower unit, including the blower, motor efficiency, intake filter, VFD or inverter, and cooling system, shall not be less than specified as measured by factory test in accordance with ASME PT-10.
- B. Noise Requirement: After reaching operational speed, noise emission from the blower system shall not exceed 85 dBA at a distance of five (5) feet from the equipment in any direction.
- C. Structural Performance: All equipment, supports, anchors and fasteners shall be of adequate strength to withstand loads associated with starting, turbulence, thrusts, thermal expansion and contraction, and other loads encountered under normal operating conditions.
- D. The equipment, sizes, materials, and arrangements described are based on recommendations by equipment manufacturers and shall be considered minimum limits of acceptability. The equipment manufacturer shall be responsible for design, arrangement, and performance of all equipment supplied under this Section. Arrangements other than those shown on Drawings shall be subject to the ENGINEER'S approval.

1.5 SUBMITTALS

- A. Product Data: Provide construction details, material descriptions, dimensions of individual components and profiles, rated capacities, operating characteristics, electrical characteristics, and furnished specialties and accessories.
- B. Shop Drawings: Provide plans, elevations, sections, details, and attachments to other work.
 - Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 - 2. Specific design parameters for this project as specified herein.
 - 3. Layout, sizes, types and materials of construction for equipment to be furnished.
 - Power Guarantee: Submit guaranteed wire to air kW values in accordance with Tables 1 and 2.
 - Preliminary ASME PTC-10 Test. Submit results of past performance testing to certify that the proposed model and size has been previously tested in accordance with ASME PTC-10. Failure to meet this requirement will result in immediate rejection.
 - 6. Provide performance curves indicating speed, capacity, horsepower, input KW, and efficiency, over the range of operation.

- Wiring Diagrams: For power, signal, and control wiring diagrams, including terminals and numbers.
- 8. Complete motor nameplate data, as defined by NEMA, motor manufacturer, and in accordance with the motor specification section.
- 9. Equipment weights and lifting points.
- 10. Warranties and service agreements.
- C. Operation and Maintenance Data: Provide in accordance with Division 1 Section 01300 "Project Documentation."
- D. Information Submittals:
 - Manufacturer's Certification of Compliance.
 - 2. Special shipping, storage and protection, and handling instructions.
 - 3. Manufacturer's instructions for installation.
 - 4. Manufacturer's Certificate of Proper Installation.
 - 5. Qualification Data: For manufacturer and manufacturer's representative, if applicable.
 - 6. Location of nearest stocking distributor of spare parts.
 - Suggested spare parts list to maintain the equipment in service for a period of five years. Include a list of special tools required for checking, testing, parts replacement, and maintenance with current pricing information.
 - 8. Factory Test Reports: Based on evaluation of comprehensive tests performed by manufacture and witness by manufacturer's quality control person.
 - 9. Source quality-control reports.
 - 10. Field quality-control reports.
 - 11. Warranty: Sample of special warranty.
- E. Software and Firmware Operational Documentation:
 - 1. Software operating and upgrade manuals.
 - Program Software Backup: On magnetic media or compact disk, complete with data files.
 - 3. Device address list.
 - 4. Printout of software application and graphic screens.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - All equipment shall be the product of a manufacturer having at least twenty (20) U.S.
 installations of the type being proposed, with a minimum of five (5) years of satisfactory
 service.
 - 2. Testing and manufacturing facility located in North America.
 - 3. A list of similar installations shall be furnished with the shop drawing submittal, including names and telephone numbers of contacts.
 - 4. Certified to ISO 9001 by an accredited certification agency.
- B. Manufacturer's Representative: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- C. Source Limitations: Equipment units of each type specified in this section shall be supplied by a single manufacturer. This does not require that all equipment be manufactured by a single manufacturer, but does require that the manufacturer of the system shall be responsible for the complete system.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle and store equipment components in accordance with shop drawings, manufacturer's written instructions, and the requirements within Division 1 Section 01300 "Project Documentation."

B. The motor space heaters shall be connected and energized by the Contractor upon receipt of the blower assembly at the jobsite.

1.8 PROJECT CONDITIONS

A. System Arrangement:

- 1. The equipment, sizes, materials, and arrangements described in this Specification section are typically based on recommendations by equipment manufacturers and shall be considered minimum limits of acceptability. The equipment MANUFACTURER shall be responsible for design, arrangement, and performance of all equipment supplied under this section.
- Modifications to structural design due to a manufacturer's varying space requirements, foundation requirements, floor slope requirements, or dimension changes to fit manufacturer specific requirements shall be coordinated by CONTRACTOR and included in the Bid.
- The CONTRACTOR shall be responsible for any modifications to the piping, electrical, structural, and mechanical layouts to accommodate, as well reimbursement to OWNER for additional charges by ENGINEER for additional work required accomplishing changes.

B. Environmental Conditions:

- When installed in wastewater treatment areas, the environment could be moist, and corrosive, exhibiting hydrogen sulfide and other corrosive gases encountered in municipal wastewater treatment plants.
- 2. Designed and capable of operation at the operating conditions listed in Tables 1 and 2.
- 3. If specific blower manufacturer requires a maximum operating temperature lower than that specified, then that blower manufacturer shall provide additional HVAC improvements to be included in their blower package to maintain their required maximum operating temperature.
- Furnish heat tracing and insulation as required, if required for exterior installation.
 Insulation alone shall not be sufficient to fulfill freeze protection provisions of this section.
- C. Field Measurements, Existing Facility Installation: Verify actual dimensions of openings, adjacent facilities and equipment, utilities and related items by field measurements before fabrication as applicable.

1.9 WARRANTY

- A. Special Equipment Warranty: Refer to Specification 01500 "Contract Warranties", Part 1.6, C, for Special Equipment Warranty requirements as modified below.
- B. Warranty Period for Special Equipment Warranty:
 - 1. The warranty period shall be interpreted as the 5-year (60 months) period following the final acceptance of the installed equipment by the OWNER and shall be exclusive of the time of use of the equipment in installation, testing, adjusting, etc., during the construction period, or of the time in storage, after delivery and prior to installation. Provisional acceptance of the equipment shall not affect the determination of the period of service. All equipment shall be operated for a minimum continuous successful 30-day start-up period before final acceptance and before the start of the 24-month warranty period.
 - 2. For the first 10 years following final acceptance, all parts shall be available for shipment within 24 hours or the parts are free of charge from the manufacturer.

1.10 EXTRA MATERIALS

A. Furnish spare parts, packed in sturdy containers with clear, indelible identification markings, which shall be stored in a dry, warm location until transferred to the OWNER at the conclusion of the project.

- B. Provide the following spare parts:
 - 1. Spare parts shall include, but not be limited to:
 - a. Four (4) air filters per blower size.
 - 2. Special tools necessary to maintain the equipment.
 - Other parts recommended by the manufacturer as typically needed in the first two (2) years of operation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following manufacturers and products.
 - 1. ABS, Inc. HST Series Turbo Blower
 - 2. Neuros, Inc. NX/VX Series Turbo Blower
 - 3. Aerzen USA Corporation, TB Series Turbo Blower
 - 1. APG Neuros, Inc. NX/VX Series Turbo Blower
 - 2. Aerzen USA Corporation, TB Series Turbo Blower
 - 3. Lone Star Blower, TurboMax Blower



2.2 BLOWER

- A. General Description: Blower shall be either air-foil or magnetic bearing type turbo blower; not requiring oils or lubricants for operation; and capable of variable speed and output selection.
- B. Components:
 - 1. Casing Design:
 - a. Maximum continuous duty design temperature of 400° F.
 - b. Design pressure of 50 psig.
 - 2. Impellers:
 - a. Type: Backswept three dimensional high efficiency configuration.
 - b. Material: Forged or cast aluminum alloy.
 - c. First Lateral Critical Speed: At least 120 percent of maximum operating speed.
 - d. Mounting: Directly to motor shaft and statically and dynamically balanced. Axial gap between impeller and casing shall be adjusted by shims.
 - 3. Bearings: Designed for a minimum of 20,000 on/off cycles.

2.3 MOTORS

- A. Each blower shall be equipped with a 460 volt, 60 Hz, 3 phase, induction type synchronous motor or permanent magnet.
- B. Refer to Tables 1 and 2 for minimum motor horsepower.
- C. The blower manufacturer shall be responsible for the coordination of the starting torque requirement of the blower and the motor.
- D. The motor shall be capable of operation at the rated voltage with a variance of +/- 5 percent of the nameplate frequency.
- E. The motor shall be capable of continuous operation at full load and rated frequency with a voltage variance of +/- 10 percent of the nameplate voltage.
- F. Motor Accessories:
 - The cabinet shall have internal 120 volt, single phase, suitably sized space heaters (if required) connected to a motor mounted terminal box.
 - The winding shall be provided with one embedded RTD in the motor core for remote temperature sensing and alarm. RTDs shall be 100 ohm, platinum, of the 3-wire type with transmitters for interfacing with the PLC.

3. Motor shall be rated for VFD operation.

2.4 INSTRUMENTATION AND CONTROL

A. General: Refer to Division 11 Section 11009 "Common Control Panel Requirements for Equipment" for general instrumentation and control requirements. All instrumentation, control and electrical components provided under this section shall comply with the requirements on the Drawings and Division 11, 16 and 17 Sections.

B. Panels:

Panel	Panel Material NEMA Rating		Name	Power Supply	
300-MCP-11	316 SST	4X	Master Blower Control Panel	Notes 1,2	

Note 1: Power Supply: 460 V, 3-Phase, 60 Hz or 120 V, Single-Phase, 60 Hz when the manufacturer provides a control power transformer.

Note 2: Refer to Division 17 Section 11610 "Aeration Basin Air Flow Control System" for Master Control Panel requirements.

C. Controls: Provide control system for equipment system, but not limited to, for monitoring the following instruments and controls. This list is not intended to completely depict all of the functional requirements of the control system provided under this Section. The system supplier shall provide all additional instrumentation and controls necessary to produce a safe and operable system.



- Controls mounted on panel face.
- Controls shall be mounted in a NEMA 4X stainless steel cabinet, coated with a white powder coating.
- Controls shall be mounted in a NEMA 4X 316 stainless steel cabinet, or NEMA 4X 304 stainless steel coated with a white powder coating.
- UL/ULC/TUV certified, with certification label shown on nameplate, at point of manufacturing.

D. Local Control Panel:

- PLC Based Control System: All controls, alarms, monitoring, and related blower control functions shall be accomplished by a touch screen PLC based control system integrated into the blower controller. Provide the following minimum controls for each blower.
 - a. HAND/OFF/AUTOMATIC.
 - AUTO allows the unit to be started, stopped, or speed adjusted from the SCADA or remote control system.
 - HAND and AUTO settings will utilize the speed signal (4-20 mA) from the VFD.
 - b. RUN, ALARM, and OFF indicating lights.
 - c. ALARM reset.
 - d. Inlet air temperature sensor.
 - e. Inlet air temperature transmitter 4-20 mA.
 - f. Inlet air filter differential pressure switches:
 - g. Measure differential pressure across the air filter.
 - h. Set switch at 10.0 in of water column (alarm)
 - i. Inlet Pressure transmitter 4-20 mA
 - j. Discharge Temperature transmitter 4-20 mA
 - k. Bearing temperature sensor
 - I. Vibration sensor
 - m. Discharge air pressure gauge.
 - n. Discharge air pressure transmitter.

- Differential pressure (inlet/discharge) transmitter 4-20 mA.
- 2. RTD Monitoring System:
 - a. A high temperature (as determined by the blower manufacturer) shuts down the blower and gives an alarm. The PLC shall receive the alarm and the operator interface shall graphically display the RTO signals.
 - b. The alarm/shutdown shall be displayed until reset.
 - Provide necessary hardware for direct communication between RTD's, PLC, and Operator Interface.
- 3. Local Control Panel interface with Master Control Panel and SCADA system:
 - a. Port shall be configured and tested at the factory prior to shipment to the site, with a memory map of the blower PLC data provided.
 - Manufacturer shall assist in the coordination and field testing of the data link between the Local Control Panels, Master Control Panel and the plant SCADA system.
- 4. Provide the following discrete outputs:
 - Operation status of equipment.
 - b. Pressure, temperature, flow, and other parameters.
- 5. Provide the following discrete inputs:
 - a. Operation control of equipment.
- E. Local Control Panel shall also include all required transformers, controls, starters, breakers, variable frequency drives or inverters, and related electrical components required for electric motors and blower controls.
- F. Variable Frequency Drive:
 - Comply with the requirements of Division 16 Section 16269 "Variable Frequency Drives."
 - 2. Manufacturer:
 - a. As listed in the above section.
 - b. In addition, a drive that is integral to the blower package. This drive shall meet the requirements of harmonics, temperature and ratings as specified in Division 6 Section 16269 "Variable Frequency Drives."
 - 3. Demonstrated full factory support for US market and have been established in market for 10 years.
 - 4. Shall be selected and sized for proper operation with blower motor.
 - 5. All adjustments and settings shall be performed by the manufacturer.
- G. Master Control Panel:
 - Provide programmable logic control based control logic, input/output (I/O) devices, and data communications capability.
 - 2. Provide data communications, control logic integration, and coordination for all blower local control panels.
 - 3. Provide local control and alarming for shared system parameters.
 - Contain controls to send flow signal to local control panels to adjust the speed of the motors and modulate the air control valves based on readings from instrument to control the air flow.
 - 5. Provide touch screen PLC based control system and Ethernet communication between the control panels.
 - 6. Refer to Specification Section 11009 for Control Panel requirements.

2.5 SOUND ATTENUATION ENCLOSURE

- A. Design Requirements:
 - UL/ULC certified standard sound attenuation enclosure covering the entire blower package.
 - 2. Joint Construction: A bolted UL approved enclosure.
 - Painted steel, 16-gauge sheet metal.

- Enclosure skid shall be heavy duty steel I-beam construction with fork lift access ports.
- c. Panel Insulation:
 - Acoustical/thermal insulating material that is noncombustible, inert, mildewresistant, and vermin-proof. Insulation shall not settle within the enclosure panel.
 - Fire Rating: Flame spread greater than 25 or a smoke developed greater than 50 in accordance with ASTM E-85, Class 1; per ASTM E-162 and ASTM E-662.
- d. Sound level shall be less than 85 dBa at 3 feet from the blower enclosure.

2.6 FINISHES

- A. Select the finish coating for the equipment based on location, substrate, and environment. Refer to Division 9 Section 09910 "Painting and Protective Coatings" and Coating System Schedule for information.
 - 1. Provide polyurethane, pigmented over epoxy zinc rich primer and high build epoxy.
- B. Clean all stainless steel surfaces and provide glass bead blast or chemically treat all external non-wetted stainless steel to a uniform finish.
- C. Machined, polished, and non-ferrous surfaces shall be coated with a corrosion prevention compound.

2.7 ACCESSORIES

Each blower shall be provided with the following accessories:

- A. Process Inlet Filter:
 - Filter silencer housings shall be single-stage, cartridge-style w/ removable weather hoods, suitable for indoor or outdoor service.
 - 2. Filter silencer outlet shall fit directly to the blower inlet piping or connection without the requirement of reducers or transitions to eliminate dirt by pass of filter due to cabinet framing and seam failure.
 - 3. Filter silencer housing metal parts shall be polyester powder coated interior and exterior (no liquid or oil-based paint).
 - 4. Filter silencers total head loss, filter housing + filter element, shall not exceed 2" WG max initial @ specification rated air flow when measured at the filter silencer outlet
 - 5. Filter silencer pressure loss rating shall include total restriction, including losses induced by filter housing and filter elements
 - 6. Filter elements shall be a single-stage, cartridge-style, and disposable
 - 7. Filter element face velocity shall not exceed 75 fpm at rated flow
 - 8. Filter medium shall be synthetic, and not less than 98% efficient @ 10-micron (nominal
 - 9. Filter element final differential pressure/resistance shall be rated not less than 10" WG
 - 10. Filter element changes shall not require hand tools
 - 11. Filter element and Filter Hoods combined weight shall not exceed 50 lbs
 - 12. Filter silencer shall be Endustra Tri-Vent® Series P09 or equal

B. Flexible Connector:

- 1. Provide EPDM discharge expansion joint capable of withstanding the vacuum, pressure, and temperature under all operating conditions.
- Provide control rods and carbon steel flanges drilled for ASME / ANSI B16.5, Class 150 bolt pattern.
- C. Blow-Off Valve:
 - Provide self powered, either electric actuated or pneumatic actuated blow off valve to allow unloaded start-up and stop.

- 2. Powered by the single point electrical supply or powered pneumatically by the discharge pressure of the compressor. No external power shall be required for the operation of the valve.
- 3. Blow off valve shall be integral to the packaged compressor as a self contained unit.
- D. Discharge Cone (if required by Turbo Blower Manufacturer's Equipment Design):
 - Provide a flanged discharge cone, constructed from carbon steel and having a minimum outlet size as the connecting air pipe shown in the Drawing. The discharge cone shall have a flanged side-out for direct bolting to the blow-off valve.

E. Discharge Butterfly Valve:

- 1. Provide a flanged, resilient seated butterfly valve, with a chain-wheel operated gear actuator for each blower, having cast iron body and 316 stainless steel disc, Type 416 stainless steel shaft, wing-thru seat design, graphite bronze bearing, graphite Teflon packing, and designed for temperatures up to 300°F. Alternatively, a split disc the check valve with EPDM seat may be supplied, provided that the EPDM is rate for 400 degrees Fahrenheit.
- 2. Chain-wheel operator assembly consists of ductile iron gear-box, alloy steel worm gear and ductile iron quadrant gear, with adjustable stops and chain.
- 3. Acceptable manufacturers are DeZurik, M&H and Valmatic.

F. Check Valve:

- Provide a wafer type discharge check valve of the dual, flat plate type with center hinge, spring closure, cast iron body, Viton B seals, and Type 316 stainless steel plates, stainless steel springs and trims.
- 2. Rated for temperatures up to 400 degrees Fahrenheit.
- 3. Provide flat surfaces with resilient seat facing on the body.
- 4. Suitable for installation in the horizontal or vertical position as indicated on the drawings.
- 5. Acceptable manufacturers are DeZurik, M&H and Valmatic.

G. Blow-Off Valve Silencer:

- 1. Provide a carbon steel blow off silencer as an integral unit, fitted with a flange for direct bolting to the blow-off valve.
- 2. Silencer sound attenuation shall not be less than 20 dB.

H. Miscellaneous:

- Equipment Identification Plates: A 16-gauge stainless steel identification plate shall be securely mounted on the equipment in a readily visible location. The plate shall bear 1/4-inch die-stamped equipment identification number indicated in this Section and/or on the Drawings.
- 2. Lifting Lugs: Individual equipment and/or each field disassemble part weighing over 100 pounds shall be provided with lifting lugs.
- 3. Anchor Bolts: Provide template and Type 316 stainless steel anchors.

2.8 SOURCE QUALITY CONTROL

- A. Testing and inspection of the factory assembled equipment shall be accomplished by manufacturer prior to shipment. The entire blower system and control panel shall be tested as an operation system for a minimum of four (4) hours at the factory.
- B. Blower assembly performance test shall be in accordance with ASME PTC-10, modified to permit zero tolerance for power.
 - 1. Test equipment shall be calibrated and certified by an independent test agency no more than 12 months prior to the test date. Certificates shall show the stability of calibration over a period of at least one year per ISO 9001.
 - 2. The capacity of the blower shall be defined as per ASME PTC 10. Air flow shall be measured on the discharge side of the compressor at 4 percent tolerance.

- 3. Calibrated wattmeter shall measure the electrical shaft power to the blower system. Measured power shall include wire to air; all losses associated with electrical shaft power, including but not limited to the motor, inverter, job filter and cooling system.
- Net delivered flow rate and discharge pressure shall be guaranteed with no negative tolerance.

C. Test Report:

- Present computations in exact accordance with ASME PTC-10, with performance curves showing capacity, pressure, and horsepower inputs for each of the flow and pressure conditions guaranteed.
- Test results of the motors and blowers shall be included in the Operation and Maintenance Manual.
- D. Upon satisfactory completion of testing, the units will be disassembled into subcomponent assemblies for shipment and installation. At the manufacturer's option, the units may also be shipped to the site as complete units, providing said units can be installed as a complete assembly.
- E. All control panels shall be factory tested under simulated operating conditions verifying all devices function.
- F. Complete factory performance assurance testing shall be required prior to shipment.

PART 3 - EXECUTION

3.1 FIELD QUALITY CONTROL

- A. Functional Tests: Prior to plant startup, the CONTRACTOR, with the assistance of the manufacturer's representative, shall inspect all equipment for proper assembly and alignment, quiet operation, and proper operation.
- B. Performance Test: The manufacturer's representative shall conduct performance tests on the equipment to certify compliance with the performance requirements.
 - Place each piece of equipment in the system in operation until the entire system is functioning. All components shall continue to operate without alarms or shut downs, except as intended, for eight consecutive hours to be considered ready for facility startup.
 - 2. Operate the equipment through the design performance range consistent with available flows. Adjust, balance, and calibrate and verify that the equipment, safety devices, controls, and process system operate within the design conditions. Each safety device shall be tested for proper setting and signal. Response shall be checked for each equipment item and alarm. Simulation signals may be used to check equipment and alarm responses.
- C. Noise Test: Sound level measurement shall be made at a distance of five (5) feet from the equipment and shall not exceed specified limits.
- D. A copy of all information from functional tests, including data, worksheets, and other materials shall be turned over to the OWNER at the completion of the testing program.

3.2 MANUFACTURERS' CERTIFICATES

- A. Provide equipment manufacturer's Certificate of Installation stating that the equipment is installed per the manufacturer's recommendations and in accordance with the Drawings and Specifications.
- B. Provide equipment manufacturer's Certificate of Performance stating that the equipment meets or exceeds the performance requirements as defined hereinbefore.

3.3 MANUFACTURER'S SERVICES

A. Manufacturer's Representative: Present at Project site or classroom designated by OWNER, for minimum person-days listed below, travel time excluded:

No. Person Days	Work Description
. 1	Installation assistance and inspection.
1	Functional and performance testing.
1/2	Pre-startup classroom or site training.
1	Facility startup.
1/2	Post-startup training of OWNER'S personnel.

- B. Services Provided:
 - Furnish test forms and procedures for field testing.
 - 2. Furnish startup services.
 - 3. Furnish training of OWNER'S personnel at such times requested by OWNER.
- C. Manufacturer's services and training shall comply with the requirements of Division 1 Section 01600 "Startup, Testing, Commissioning and Training."

3.4 FACILITY STARTUP

- A. Startup of the facility shall be in accordance with Division 1 Section 01600 "Startup, Testing, Commissioning and Training." After initial startup under the supervision of a qualified representative of the manufacturer, a preliminary "running-in" period will be provided for the CONTRACTOR, per the Contract Documents, to make field tests and necessary adjustments.
- B. Place each piece of equipment in the system in operation until the entire system is functioning. All components shall continue to operate without alarms or shut downs, except as intended, for thirty (30) consecutive days to be considered started up.
- C. Operate the equipment through the design performance range consistent with available flows. Adjust, balance, and calibrate and verify that the equipment, safety devices, controls, and process system operate within the design conditions. Each safety device shall be tested for proper setting and signal. Response shall be checked for each equipment item and alarm. Simulation signals may be used to check equipment and alarm responses.
- D. Prepare manufacturer's installation report and submit within 30 days after completion of field testing. Including the following information:
 - 1. Field testing results.
 - 2. Descriptions of installation deficiencies not resolved to the manufacturer's satisfaction.
 - 3. Description of problems or potential problems.
 - Names of the OWNER'S personnel who attended operations and maintenance training sessions.
 - Record copy of materials used for training session including outlined summary of course.
 - 6. Manufacturer's Certificate of Installation and Certificate of Performance.
- E. At the end of the specified period of operation, the equipment system will be accepted if, in the opinion of the ENGINEER, the system has operated satisfactorily without excessive power input, wear, lubrication, or undue attention required for this operation, and if all rotating parts operate without excessive vibration or noise and the desired performance has been obtained.

END OF SECTION

AERZEN USA CORPORATION

108 Independence Way Coatesville, PA 19320 Tel. (610) 380-0244 Fax. (610) 380-0278



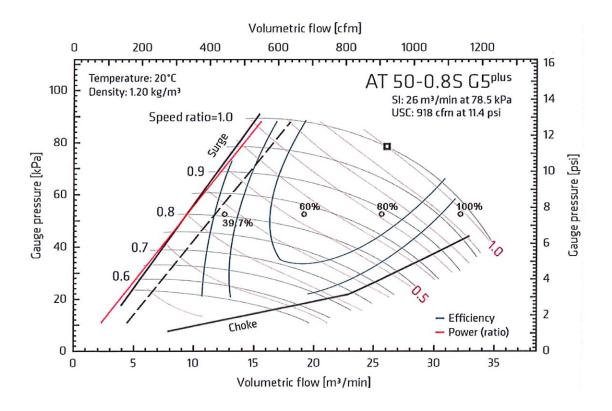
AERZEN

Reference Number: Re: Sanger WWTP, TX ENV-441820

28-Nov-23

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AT 050	-0.8S G5plus				
	100%	80%	60%	40%	
icfm	1172	937.3	703.1	464.7	
scfm	999.8	799.7	600	396.6	
%	100	100	100	100	
psia	14.36	14.36	14.36	14.36	
psig	7.4	7.4	7.4	7.4	
°F	104	104	104	104	
°F	201	198	198	203	
rpm	41052	37568	35265	34091	
BHP	45	35	26	19	
kW	40.3	31.1	23.3	16.4	
± 5%					
± 5%					
Нр	50				
dB(A)	80				
	icfm scfm % psia psig °F °F rpm BHP kW ± 5% Hp	100% icfm 1172 scfm 999.8 % 100 psia 14.36 psig 7.4 °F 104 °F 201 rpm 41052 BHP 45 kW 40.3 ± 5% ± 5% Hp 50	icfm 1172 937.3 scfm 999.8 799.7 % 100 100 psia 14.36 psig 7.4 7.4 °F 104 104 °F 201 198 rpm 41052 37568 BHP 45 35 kW 40.3 31.1 ± 5% Hp 50	100% 80% 60% icfm 1172 937.3 703.1 scfm 999.8 799.7 600 % 100 100 psia 14.36 14.36 14.36 psig 7.4 7.4 7.4 °F 104 104 104 °F 201 198 198 rpm 41052 37568 35265 BHP 45 35 26 kW 40.3 31.1 23.3 ± 5% Hp 50	100% 80% 60% 40% icfm 1172 937.3 703.1 464.7 scfm 999.8 799.7 600 396.6 % 100 100 100 100 psia 14.36 14.36 14.36 14.36 psig 7.4 7.4 7.4 7.4 °F 104 104 104 104 104 °F 201 198 198 203 rpm 41052 37568 35265 34091 BHP 45 35 26 19 kW 40.3 31.1 23.3 16.4 ± 5% Hp 50



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AERZEN

Reference Number: Re: Sanger WWTP, TX

ENV-441820

To Jeff Caffey

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28-Nov-23

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Turbo Blowers

AT 050-0.8S G5plus

Aerzen High Speed Centrifugal Blower Package consisting of the following components:

- · Single Impeller turbo blower
- · Ducted Inlet, flange connection
- · Bump air foil bearings
- · High speed PM motor
- Inverter
- Sound Enclosure
- · PM motor cooling system
- · Blow Off Valve
- · Internal BOV sound baffle
- · Integrated Enclosure Air Filtration system
- · CPU
- · LCP (MICOM control, Touch Screen)
- · Protocol Convertor, Ethernet I/P
- Set of necessary sensors (temp and pressure)
- · 6 INCH Bellows style flexible joint, discharge

Scope of Supply

- (1) Compact blower package(s) as listed above
- (1) Nema 1 enclosed passive harmonic filter(s) (ships loose to be installed by others)
- (1) 6 INCH check valve(s) (ships loose to be installed by others)
- (1) 6 INCH discharge isolation valve(s) (ships loose to be installed by others)
- (1) 4 INCH BOV and motor cooling exhaust flexible connection(s) (ships loose to be installed by others)
- (1) Blower Anchor Bolt Set(s)
 (1) Engineering support for MCP modifications
- (1) set of stainless steel anchor bolts
- (1) stainless steel blower nameplate

Spare Parts

- (1) Set(s) of spare filter elements
- (1) Spare CPU

Mfg Services

- 1 day(s) mfg onsite services for inspection & startup alloted in (1) separate trip(s) for blower services (addl days \$1,800/day)
- 1 day(s) mfg onsite field testing alloted in (1) separate trip(s) for blower services (addl days \$1,800/day)
- 1 day(s) mfg onsite training alloted in (1) separate trip(s) for blower services (addl days \$1,800/day)
- Factory Testing of (1) Turbo Blower unit (PTC13 wire-to-air)

Freight and Packaging

Freight to jobsite Domestic packaging

TOTAL for

(1)

C/O: Hartwell Environmental Corp. (281) 351-8501

Freight: CIP - Job site

Terms: This offer is subject to Aerzen Standard Terms and Conditions (AMUSA.08.22.001)

Submittals: 4 weeks after receipt of Purchase Order

Payment: 20% upon drawings documentation, 70% upon delivery and 10% upon startup not to exceed 120 day from delivery

Delivery: presently approx. 35 weeks upon technical release by customer

Warranty: 24 months after start up or 30 months after delivery, which ever comes first*

*Maintenance must be performed per the Instruction Manual using Aerzen spare parts.

*Equipment not manufactured by Aerzen will carry the manufacturer's standard warranty



DATE: July 15, 2024

FROM: Jim Bolz, Director of Public Works

AGENDA ITEM: Consideration and possible action on entering into an agreement with KSA

Engineers, INC to perform a wastewater treatment plant site selection and water servicing study; and, authorize the City Manager to execute said agreement.

SUMMARY:

• Current pace of growth dictates planning for future water and wastewater needs

- Validate South Bottom Lift Station flows, existing WWTP flows, and future development flows
- Develop site plans and footprint requirements for Phase I, II, and III of new WWTP

Develop water servicing options for Southeast portion of the City

FISCAL INFORMATION:

Budgeted: YES/NO Amount: \$105,240.00 GL Account:

RECOMMENDED MOTION OR ACTION:

Staff Recommends Approval

ATTACHMENTS:

KSA Agreement and Task Order



May 13, 2024

Jim Bolz Public Works Director City of Sanger, Texas 502 Elm St, Sanger, TX 76266 Office: 940-458-2571

RE:

Proposal for Professional Engineering Services
City of Sanger – WWTP site selection & water servicing study
Study Phase
KSA Project No. 103153

Dear Mr. Jim,

KSA Engineers, Inc., (KSA) is pleased to present this letter to serve as our understanding of the proposed project and the scope of the professional engineering services necessary to assist you with completion of the work. This proposal is not a contract for professional services. Upon acceptance of the proposal, KSA will prepare and submit a professional services agreement to be executed by both parties.

KSA's understanding of the project serves as the basis for the scope, schedule and fees presented herein.

The city currently owns and operates the Wastewater Treatment Plant (WWTP) located in 300 Jones Street, Sanger, Denton County, TX 76266. The WWTP is permitted for 0.98 MGD average daily flow and a 2-hour peak of 2,917 gallons per minute. In light of significant commercial and residential development projected in the comprehensive plan, the city has purchased over 400 acres of land parcels in the southeastern portion of the city for future subdivisions such as parklands, designated facilities, new WWTP and new residential development.

The new WWTP proposed in the new parcel of land shall initially service sewer flows from South Bottom Lift Station, and to ultimately service most of the flow (if not all) from both existing and future development city areas. KSA has been tasked with evaluating footprint requirements and developing the engineering study to accommodate for current and future growth per TCEQ requirements.

KSA proposes to provide professional services in accordance with a Professional Services Agreement (Agreement) which will be subsequently prepared following your acceptance of the information presented in this proposal. The broad scope of work will include the following:

- Evaluate a potential property (located outside the floodplain) within the newly acquired city lands to site a new WWTP to initially service flows from city's existing South Bottom Lift Station and to subsequently service all existing and future areas of the city ETJ.
- Determine footprint requirements for three phases of development (Phase I to service South Bottom Lift Station, Phase II to service all current service areas within city limits, Phase III to service future development in the current ETJ including city baseline growth).
- Determine suggested site location(s) for water servicing including an EST/GST, pump station and potential new well to service the south-east portion of city.

Scope of Services

KSA proposes to provide the services outlined in the Study Phase of the attached General Services Agreement with the City, for the scope of work listed above. More specifically those services include:

Project management and coordination including preparation of a project plan, Kick-off meeting and a site
visit, Invoicing and project administration, Monthly Progress meetings.

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- 2. Validation of South Bottom Lift Station flows, existing WWTP flows and future development flows:
 - Review two to three years of sewer flow data (South Bottom Lift Station, WWTP influent flow meter data & wastewater effluent meter flow data)
 - Review WWTP plans, hydraulic profile (if any), wastewater quality data (influent and effluent)
 - Review growth projections, and future flow demand needs (including baseline growth & new development growth) previously presented in the 2022 Water and Sewer Master Plan.
- 3. Develop site plans and footprint requirements for Phase I, II & III new WWTP expansion.
 - o Establish sewer flow for Phase I, II & III WWTP development.
 - Prepare a Biowin model of the new WWTP processes and validate recorded influent wastewater quality data to simulate new WWTP conditions. The biowin model will require reliable sampling data (influent and effluent ww quality) to be provided by the City.
 - Pre-consultation meeting and co-ordination with TCEQ to receive guidance with respect to future permit discharge requirements for the treatment plant site.
 - After completing the biowin model, develop a preliminary design basis (10% design development) and evaluate footprint requirements for Phase I, II and III plant expansion for current and potential future TPDES permit requirements.
 - o Additional factors/criteria to be used in the qualitative evaluation of the WWTP site will include: site size, grading, ability to accommodate future plant growth, proximity to receiving water body (for effluent discharge), road access, utility access, proximity to existing collection system infrastructure, general land use, general geology of the area (obtained from USGS) and their suitability to house potential WWTP, general wetlands in the area (based on available wetland inventory mapping data).
- 4. Develop water servicing options to service southeast portion of the city:
 - Utilize and update 2020 Water GEMS model (prepared by KSA) to determine storage and pumping requirements against TCEQ requirements for servicing southeast portion of city
 - Determine strategic locations (minimum of 2) within the city purchased lands to house storage, treatment and well site equipment
- Prepare a report to summarize the results of the study and provide recommendations for next steps in the site selection and development process.

The following services are excluded from this proposal:

- 1. Permitting services.
- Site specific studies such as endangered species study, archeological study, cultural resources study, geotechnical study, topographic study etc.
- 3. Evaluation of existing wells in the area.
- 4. Hydrogeological study, potential well sites, production capacities and/or exploratory drilling.



Compensation

We propose to perform the services described in the outlined scope for the following lump sum fees:

Design Project Management (Project Plan, Kick-off meeting, Site visit, Invoicing and project administration, Monthly Progress meetings)	\$ 19,020
Validation of South Bottom Lift Station flows, existing WWTP flows and future development flows	\$ 8,680
Develop site plans and footprint requirements for Phase I, II & III new WWTP expansion.	\$ 30,900
Develop water servicing options to service southeast portion of the city	\$ 31,840
Reporting (Draft and Final)	\$ 14,800
Total for Engineering Services	\$ 105,240

Schedule

We propose to perform the scope of work in accordance with the following schedule.

•	WWTP 8	& Water servicing study20	weeks from NTP
	P	Background data reviewweek 2	
	\$	Kick-off meeting and site visitweek 3	
	\$	TCEQ Meeting and co-ordinationweek 6	
	\$	WWTP Biowin Modelingweek 9	
	\$	Water GEMS system Modelingweek 12	
	\$	Draft reportweek 15	
	\$	City review comments receivedweek 17	
	\$	Final Report)week 20	

Next Steps

Please let us know if this proposal is acceptable. This proposal is not a contract for professional services. Upon acceptance of the proposal, KSA will prepare and submit a professional services agreement to be executed by both parties.

KSA appreciates the opportunity to provide the above proposal for your review. Please let us know of any questions you may have.

Respectfully,

KSA Engineers, Inc.

Digitally signed by Shriram Manivannan Digitally signed by Shriram Manivannan Busharinan Manivannan Busharinan Manivannan Busharinan Manivannan Digitally Shriram Manivannan Digitally 2024 06 11 16 10 22 45 00

Shriram Manivannan, P.E. Project Manager

ksaeng.com

TASK ORDER FORM

This is	Րask Order No. 103153
	consisting of 3 pages
dated	

KSA Project Number: 103153

Owner Project (or Purchase Order) Number:

Project Name: Wastewater Treatment Plant Study

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 8, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Owner: City of Sanger, Texas
- B. Title: Wastewater Treatment Plant Study
- C. Description: Study and Report services in connection with the WWTP site selection.

2. Services of Engineer:

Engineer shall provide, or cause to be provided, the following services:

Evaluate TCEQ requirements and develop a report to address current and future growth and develop water servicing options.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. Times for Rendering Services

Engineer shall complete its services in accordance with the following schedule:

Final report to be submitted within 20 weeks of Notice to Proceed from Owner. A detailed schedule of the individual tasks is included in Attachment 1.

5. Payments to Engineer

Owner shall pay Engineer for services rendered as follows:

\$105,240 Lump Sum. A detailed breakdown of the task fees is included in Attachment 1.

6. Hourly Rates and Reimbursable Expenses Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Senior Advisor	\$300.00/hour
Principal	\$280.00/hour
Senior Aviation Planner	\$225.00/hour
Aviation Planner	\$185.00/hour
Electrical Engineer	\$190.00/hour
Electrical Design Engineer	\$155.00/hour
Senior Project Manager	\$250.00/hour
Project Manager	\$185.00/hour
Senior Project Engineer	\$180.00/hour
Project Engineer	\$160.00/hour
Senior Design Engineer	\$140.00/hour
Design Engineer	\$120.00/hour
Senior Project Architect	\$240.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
Senior Engineering Technician	\$210.00/hour
Engineering Technician	\$115.00/hour
Senior Design Technician	\$135.00/hour
Design Technician	\$ 95.00/hour
Safety Manager	\$135.00/hour
Safety Specialist	\$100.00/hour
Regulation Compliance Specialist	\$120.00/hour
Project Assistant	\$ 90.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$120.00/hour
Project Representative	\$105.00/hour
Graphic Designer	\$ 80.00/hour
Administrative Assistant	\$ 85.00/hour
Secretary	\$ 55.00/hour
Three-Man Survey Crew	\$210.00/hour
Two-Man Survey Crew	\$180.00/hour
Senior Registered Surveyor	\$180.00/hour
Registered Surveyor	\$155.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.66/mile
ATV (4-Wheeler)	\$100.00/day
GPS`	\$100.00/day
	-
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost

Reimbursable Expenses (Travel, Lodging, Copies, Printing)

Outside Consultants

Actual Cost
Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is					
OWNER: City of Sanger, Texas	ENGINEER: KSA Engineers, Inc.				
By:	Ву:				
Name: John Noblitt	Name: Joncie H. Young, P.E.				
Title: City Manager	Title: Director of Client Services				
Date Signed:	Date Signed: June 13, 2024				
	Engineer License or Firm's Certificate No. F-1356				
	State of: Texas				
DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:				
Name: Jim Bolz	Name: Shriram Manivannan, P.E.				
Title: Public Works Director	Title: Municipal Team Leader				
Address: 502 Elm Street	Address: 140 E. Tyler Street Suite 600				
Sanger, TX 76266	Longview, TX 75601				
E-Mail Address: jbolz@sangertexas.org	E-Mail Address: smanivannan@ksaeng.com				
Phone: 940.458.7930	Phone: 972.542.2995				
Fax:	Fax: 888.224.9418				

ATTACHMENT 1



8866 Synergy Drive McKinney, TX 75070 972.542.2995

May 13, 2024

Jim Bolz Public Works Director City of Sanger, Texas 502 Elm St, Sanger, TX 76266 Office: 940-458-2571

RE:

Proposal for Professional Engineering Services

City of Sanger - WWTP site selection & water servicing study

Study Phase

KSA Project No. 103153

Dear Mr. Jim,

KSA Engineers, Inc., (KSA) is pleased to present this letter to serve as our understanding of the proposed project and the scope of the professional engineering services necessary to assist you with completion of the work. This proposal is not a contract for professional services. Upon acceptance of the proposal, KSA will prepare and submit a professional services agreement to be executed by both parties.

KSA's understanding of the project serves as the basis for the scope, schedule and fees presented herein.

The city currently owns and operates the Wastewater Treatment Plant (WWTP) located in 300 Jones Street, Sanger, Denton County, TX 76266. The WWTP is permitted for 0.98 MGD average daily flow and a 2-hour peak of 2,917 gallons per minute. In light of significant commercial and residential development projected in the comprehensive plan, the city has purchased over 400 acres of land parcels in the southeastern portion of the city for future subdivisions such as parklands, designated facilities, new WWTP and new residential development.

The new WWTP proposed in the new parcel of land shall initially service sewer flows from South Bottom Lift Station, and to ultimately service most of the flow (if not all) from both existing and future development city areas. KSA has been tasked with evaluating footprint requirements and developing the engineering study to accommodate for current and future growth per TCEQ requirements.

KSA proposes to provide professional services in accordance with a Professional Services Agreement (Agreement) which will be subsequently prepared following your acceptance of the information presented in this proposal. The broad scope of work will include the following:

- Evaluate a potential property (located outside the floodplain) within the newly acquired city lands to site a new WWTP to initially service flows from city's existing South Bottom Lift Station and to subsequently service all existing and future areas of the city ETJ.
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- Determine suggested site location(s) for water servicing including an EST/GST, pump station and potential new well to service the south-east portion of city.

Scope of Services

KSA proposes to provide the services outlined in the Study Phase of the attached General Services Agreement with the City, for the scope of work listed above. More specifically those services include:

1. Project management and coordination including preparation of a project plan, Kick-off meeting and a site visit, Invoicing and project administration, Monthly Progress meetings.

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- 2. Validation of South Bottom Lift Station flows, existing WWTP flows and future development flows:
 - Review two to three years of sewer flow data (South Bottom Lift Station, WWTP influent flow meter data & wastewater effluent meter flow data)
 - o Review WWTP plans, hydraulic profile (if any), wastewater quality data (influent and effluent)
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- Prepare a report to summarize the results of the study and provide recommendations for next steps in the site selection and development process.

The following services are excluded from this proposal:

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Reporting (Draft and Final)	\$ 14,800
Total for Engineering Services	\$ 105,240

Schedule

We propose to perform the scope of work in accordance with the following schedule.

4	& Water servicing study
\$	1
\$	TCEQ Meeting and co-ordinationweek 6
\$	WWTP Biowin Modelingweek 9
\$	Water GEMS system Modelingweek 12
\$	Draft reportweek 15
\$	City review comments receivedweek 17
#	Final Report)week 20

Next Steps

Please let us know if this proposal is acceptable. This proposal is not a contract for professional services. Upon acceptance of the proposal, KSA will prepare and submit a professional services agreement to be executed by both parties.

KSA appreciates the opportunity to provide the above proposal for your review. Please let us know of any questions you may have.

Respectfully,

KSA Engineers, Inc.

Shriram Manivannan, P.E. Project Manager



June 25, 2024

To The Honorable Mayor and City Council

Re: Update to Atmos Energy Corporation's Conservation and Energy Efficiency Tariff

Dear Mayor and City Council,

Please find enclosed updated copies of the company's residential and commercial tariffs. These tariffs include a conservation and energy efficiency component. This tariff is effective July 1, 2024 and provides opportunities for your citizens to participate in various energy efficiency programs and appliance rebates. This filing is for informational purposes only and no action is required on your part.

If you have any questions, please feel free to contact me.

Sincerely,

Chris Felan

Vice President, Rates & Regulatory Affairs

Atmos Energy, Mid-Tex Division

Enclosures: Residential tariffs Commercial tariffs

RRC Tariff No: 33012

MID-TEX DIVISION ATMOS ENERGY CORPORATION

RATE SCHEDULE:	R – RESIDENTIAL SALES			
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION IN THE ATMOS TEXAS MUNICIPALITIES COALITION ("ATM")			
EFFECTIVE DATE:	Bills Rendered on or after 07/01/2024	PAGE 31		

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount				
Customer Charge per Bill	\$ 18.85 per month				
Rider CEE Surcharge	\$ 0.05 per month ¹				
Interim Rate Adjustment ("IRA")	\$ 29.06 per month ²				
Total Customer Charge	\$ 47.96 per month				
Commodity Charge – All <u>Ccf</u>	\$0.14846 per Ccf				

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

²2018 IRA - \$2.84, 2019 IRA - \$4.71, 2020 IRA - \$4.54, 2021 IRA - \$5.15, 2022 IRA - \$5.09, 2023 IRA - \$6.73.

Item 15.

RRC Tariff No: 33012

MID-TEX DIVISION ATMOS ENERGY CORPORATION

RATE SCHEDULE:	R – RESIDENTIAL SALES			
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION IN MUNICIPALITIES COALITION ("ATM")	THE ATMOS TEXAS		
EFFECTIVE DATE:	Bills Rendered on or after 07/01/2024	PAGE 32		

Exhibit A

Cities in the Atmos Texas Municipalities Coalition:

STAR HARBOR

BALCH SPRINGS TRINIDAD BANDERA WHITNEY

BLOOMING GROVE

BURNET CAMERON CEDAR PARK CLIFTON COMMERCE **COPPERAS COVE CORSICANA**

FREDERICKSBURG

ELECTRA GATESVILLE GOLDTHWAITE GRANBURY GREENVILLE GROESBECK HAMILTON HEATH HENRIETTA HICKORY CREEK **HICO**

HILLSBORO LAMPASAS

LEANDER

LONGVIEW

MARBLE FALLS

MART MEXIA OLNEY

PFLUGERVILLE

POINT PRINCETON

RANGER

RICE

RIESEL

ROCKDALE

ROGERS

ROUND ROCK

SAN ANGELO

SANGER

SOMERVILLE

RRC Tariff No: 33011

MID-TEX DIVISION ATMOS ENERGY CORPORATION

RATE SCHEDULE:	C – COMMERCIAL SALES		
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION IN THE ATMOS TEXAS MUNICIPALITIES COALITION ("ATM")		
EFFECTIVE DATE:	Bills Rendered on or after 07/01/2024	PAGE 33	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount				
Customer Charge per Bill	\$ 43.50 per month				
Rider CEE Surcharge	\$ 0.00 per month ¹				
Interim Rate Adjustment ("IRA")	\$ 93.18 per month ²				
Total Customer Charge	\$ 136.68 per month				
Commodity Charge – All Ccf	\$ 0.09165 per Ccf				

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

² 2018 IRA - \$8.74, 2019 IRA - \$14.54, 2020 IRA - \$14.48, 2021 IRA - \$16.47, 2022 IRA - \$16.63, 2023 IRA - \$22.32.

Item 15.

RRC Tariff No: 33011

MID-TEX DIVISION ATMOS ENERGY CORPORATION

RATE SCHEDULE:	C – COMMERCIAL SALES		
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION IN THE ATMOS TEXAS MUNICIPALITIES COALITION ("ATM")		
EFFECTIVE DATE:	Bills Rendered on or after 07/01/2024	PAGE 34	

STAR HARBOR

TRINIDAD

WHITNEY

Exhibit A

Cities in the Atmos Texas Municipalities Coalition:

AUSTIN BALCH SPRINGS

BANDERA

BLOOMING GROVE

BURNET **CAMERON** CEDAR PARK **CLIFTON COMMERCE COPPERAS COVE CORSICANA**

ELECTRA FREDERICKSBURG GATESVILLE GOLDTHWAITE GRANBURY GREENVILLE GROESBECK HAMILTON HEATH HENRIETTA HICKORY CREEK

HICO

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LONGVIEW

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MART MEXIA OLNEY

PFLUGERVILLE

POINT

PRINCETON

RANGER

RICE

RIESEL

ROCKDALE

ROGERS

ROUND ROCK

SAN ANGELO

SANGER

SOMERVILLE

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Chris Felan Vice President Rates & Regulatory Affairs

June 25, 2024

City Official

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

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the July 2024 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

Chris Felan

Vice President, Rates and Regulatory Affairs

Atmos Energy, Mid-Tex Division

Attachment

ATMOS ENERGY CORPORATION MID-TEX DIVISION STATEMENT OF RIDER GCR

July, 2024 PREPARED IN ACCORDANCE WITH GAS UTILITIES DOCKET NO. 10170

Part (a) - Mid-Tex Commodity Costs (a)

Line	(a)	(b)						
1	Estimated Gas Cost per Unit:	\$0.15654						
2	<u>. </u>	•						
2	Estimated City Gate Deliveries:	54,203,030	-					
3	Estimated Gas Cost:	\$8,484,942						
4	Lost and Unaccounted For Gas %	2.5932%						
5	Estimated Lost and Unaccounted for Gas	\$220,032						
6	Total Estimated City Gate Gas Cost:	\$8,704,974						
7	Estimated Sales Volume:	52,758,800	-					
8	Estimated Gas Cost Factor - (EGCF)	0.16500						
9	Reconciliation Factor - (RF):	0.00000						
10	Taxes (TXS):	0.00000						
11	Adjustment - (ADJ):	0.00000						
	(= 0).		-		Btu Factor	Per MMBtu		
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.16500	per Ccf		0.1005	\$1.6418		
13	Customer Rate Relief - (CRR) (Non-Taxable)	0.11000	per Ccf		0.1005	\$1.0945		
Line	Part (b) - Pipeline Services Costs (a)	(b)		(c)	_	(d)		(e)
	Fixed Costs		Rate I	R - Residential		Rate C - Commercial		Rate I - Industrial Service Rate T - Transportation ¹
14	Fixed Costs Fixed Costs Allocation Factors [Set by GUD 10170]	100.0000%		64.3027%		30.5476%		5.1497%
)			
15	a. Current Month Fixed Costs of Pipeline Services	\$55,787,295		35,872,737		17,041,680		2,872,878
16	b. Plus: Second Prior Month Recovery Adjustment	\$0	<u> </u>	\$0	_	\$0		\$0
17	Net Fixed Costs	\$55,787,295		\$35,872,737		\$17,041,680		\$2,872,878
40	Commodity Costs	#2.202.042		0.075.700		4 000 700		004.000
18	a. Estimated Commodity Cost of Pipeline Services	\$3,389,813		2,075,769		1,029,706		284,338
19	b. Plus: Second Prior Month Recovery Adjustment	\$0	<u> </u>	\$0	_	\$0		\$0
20	Net Commodity Cost of Pipeline Services	\$3,389,813		\$2,075,769		\$1,029,706		\$284,338
21	Total Estimated Pipeline Costs (Line 16 + Line 19)	\$59,177,108		\$37,948,506		\$18,071,386		\$3,157,216
22	Estimated Billed Volumes			65,958,800	Ccf	46,640,270 Ccf		4,740,420 MMBtu
23	Pipeline Cost Factor (PCF) [Line 20 / Line 21] (Taxable)			0.57530	Ccf	0.38750 Ccf		\$0.6660 MMBtu
24	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)			0.16500	Ccf	0.16500 Ccf		\$1.6418 MMBtu
25	Customer Rate Relief - (CRR) (Non-Taxable)			0.11000	Ccf	0.11000 Ccf		\$1.0945 MMBtu
26	Rider GCR			0.85030	_Ccf	0.66250 Ccf	Rate I -	\$3.4023 MMBtu
27					_		Rate T -	\$0.6660 MMBtu
								,

¹ Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1005 is used to convert from Ccf.