



AGENDA
CITY COUNCIL REGULAR MEETING
MONDAY, FEBRUARY 7, 2022
7:00 PM
HISTORIC CHURCH BUILDING
403 N 7TH STREET SANGER, TEXAS

1. CALL THE REGULAR MEETING TO ORDER, ESTABLISH A QUORUM, INVOCATION, AND PLEDGE

2. CITIZEN INPUT:

Citizens are allowed 3 minutes to speak. The City Council is unable to respond or discuss any issues brought up during this section.

3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

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

A. ECONOMIC DEVELOPMENT COSERV GRANT

Presentation of an Economic Development Grant by CoServ. (Bradshaw)

4. 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.

A. MINUTES REGULAR SESSION

Consider the regular session minutes from the January 3, 2022, meeting. (Edwards)

B. MINUTES WORK SESSION

Consider the work session minutes from the January 18, 2022, meeting. (Edwards)

C. MINUTES REGULAR SESSION

Consider the regular session minutes from the January 18, 2022, meeting. (Edwards)

5. REGULAR AGENDA

A. ORDINANCE 02-04-22 - ANNEXATION 15.6924 ACRES

Consider Ordinance 02-04-22 annexing 15.6924 acres out of the B.F. Lynch Survey, Abstract number 725 and generally located approximately 2231 feet east of I-35 and approximately 2385 feet south of Chisam Rd. (Hammonds)

B. MASTER AGREEMENT - KIMLEY-HORN

Consider a Master Agreement between the City of Sanger and Kimley-Horn and Associates,

Inc. for continuing professional services, and authorize the Mayor or City Manager to execute said Agreement. (Ciocan)

C. INDIVIDUAL PROJECT ORDER - KIMLEY-HORN

Consider an Individual Project Order with Kimley-Horn and Associates, Inc. providing for professional engineering services associated with the I-35 Utility Relocation Project, and authorize the City Manager to execute said Project Order in an amount not to exceed \$499,600. (Ciocan/Bolz)

D. FIREWORK CONTRACT AND DISPLAY

Consider approval for fireworks display inside the Sanger City Limits on July 2, 2022, an agreement with Illumination Fireworks for \$25,000 to purchase a fireworks display, and authorize the Mayor or City Manager to execute said agreement. (Green)

6. INFORMATION ITEMS:

A. ALL AMERICAN DOGS REPORT

November and December 2021 All American Dogs Report

7. FUTURE AGENDA ITEMS:

The purpose of this item is to allow the Mayor and members of Council to bring forward items they wish to discuss at a future meeting, A Council Member 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.

8. ADJOURN.

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the City Website, and on the bulletin board, at the City Hall of the City of Sanger, Texas, a place convenient and readily accessible to the general public at all times. Said notice was posted on the following date and time, and remained posted continuously for at least 72 hours prior to the scheduled time of said meeting and shall remain posted until meeting is adjourned.



Kelly Edwards, City Secretary
City of Sanger, Texas



February 2, 2022, at 10:30 AM

Date/Time Posted

This facility is wheelchair accessible and accessible parking spaces are available. Requests for additional accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (940) 458-7930 for further information.

AGENDA MEETING DATE: February 7, 2022

TO: John Noblitt, City Manager

FROM: Shani Bradshaw, Director of Economic Development

ITEM/CAPTION:

ECONOMIC DEVELOPMENT COSERV GRANT

Presentation of an Economic Development Grant by CoServ. (Bradshaw)

AGENDA TYPE: Presentation

ACTION REQUESTED: Presentation

BACKGROUND:

Jennifer Elliott, CoServ Relationship Development Manager, will be presenting a check in the amount of \$18,120 to the Sanger Economic Development Department. The funds will be used for a new Economic Development website.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

N/A

AGENDA MEETING DATE: February 7, 2022

TO: John Noblitt, City Manager

FROM: Kelly Edwards, City Secretary

ITEM/CAPTION:

MINUTES REGULAR SESSION

Consider the regular session minutes from the January 3, 2022, meeting. (Edwards)

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

The minutes for the January 3, 2022, minutes were placed on the January 18, 2022 meeting agenda, but were listed for approval as January 3, 2021 regular session.

This set of minutes has been placed on the agenda for approval with the correct year. There are no other revisions.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the minutes as presented.

ATTACHMENTS:

Description	Upload Date	Type
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**MINUTES
CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 3, 2022
7:00 PM
HISTORIC CHURCH BUILDING
403 N 7TH STREET SANGER, TEXAS**

COUNCIL MEMBERS PRESENT:

Mayor Thomas Muir and Councilmember Gary Bilyeu, Councilmembers: Marissa Barrett, Allen Chick, Dennis Dillon, and Victor Gann.

COUNCIL MEMBERS ABSENT:

None.

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, Plans Examiner Carrie Jones, Director of Human Resources Jeriana Staton, Parks & Recreation Superintendent Ryan Nolting, and Marketing and Civic Engagement Director Donna Green.

1. CALL THE REGULAR MEETING TO ORDER, ESTABLISH A QUORUM, INVOCATION, AND PLEDGE

Mayor Muir called the Regular Session to order at 7:01 p.m.

The invocation given by Councilmember Bilyeu the Pledge of Allegiance was led by Councilmember Dillon.

2. CITIZEN INPUT:

No one addressed the Council.

3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

A. Oath of Office and Pinning of Police Chief Waylan Rhodes.

City Secretary Edwards provided the Oath of Office to Chief Waylan Rhodes. Chief Rhodes son Matthew Brant pinned the Chief badge.

Chief Rhodes thanked everyone in attendance.

- B.** American Legion Post 268 presenting the awards for the Police Officer and Firefighter/Paramedic of the year for 2021.

Clint Smith Post Adjutant, Jorge Hernandez Post Commander, and Dan Warren 1st Vice Commander of Post 268 recognized Police Officer of the Year Mr. Cole Thompson and Fire Fighter/Paramedic of the Year Mr. Madison Pearse.

4. CONSENT AGENDA:

A. MINUTES WORK SESSION

Consider the joint work session minutes from the December 20, 2021, meeting.

B. MINUTES REGULAR SESSION

Consider the regular session minutes from the December 20, 2021, meeting.

Motion made by Councilmember Bilyeu to approve consent agenda as presented. Councilmember Barrett seconded the motion. Motion passed unanimously.

5. REGULAR AGENDA

A. AMENDING THE FEE SCHEDULE - ALCOHOLIC BEVERAGES

Consider Ordinance 01-01-22, Amending the Code of Ordinances Appendix A, Fee Schedule, Article 3, Business Related Fees, Sec 3.1100, Alcoholic Beverages. (Edwards)

City Secretary Edwards provided an overview of the item. Discussion ensued regarding the inconsistent fees.

Motion made by Councilmember Barrett to approve Ordinance 01-01-22, Amending the Code of Ordinances Appendix A, Fee Schedule, Article 3, Business Related Fees, Sec 3.1100, Alcoholic Beverages. Councilmember Gann seconded the motion. Motion passed unanimously.

B. BULL BARE ADDITION - MINOR PLAT

Consider a Minor Plat of Lot 1, Block A of the Bull Bare Addition, being 7.013 acres in the City of Sanger's ETJ, and generally located on the south side of FM 455 and approximately 226 feet east of Creekview Rd. (Hammonds)

Plans Examiner Jones provided an overview of the item.

Discussion ensued regarding the area of the Right-of-Way and the reason for the platting requirement.

Motion made by Councilmember Barrett to approve Minor Plat of Lot 1, Block A of the Bull Bare Addition, being 7.013 acres in the City of Sanger's ETJ, and generally located on the south side of FM 455 and approximately 226 feet east of Creekview Rd. Councilmember Dillon seconded the motion. Motion passed unanimously.

C. PUBLIC HEARING - SIGN VARIANCE

Conduct a Public Hearing on a variance request for Sportsman II from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations, Section 3.1407. (Hammonds)

Mayor Muir opened the public hearing at 7:28 p.m.

Plans Examiner Jones provided an overview of the item.

Mr. Mike Hunter, Hunter Graphics, provided an overview of the sign specifications and spoke in favor of the variance.

Mayor Muir closed the public hearing at 7:31 p.m.

D. SPORTSMAN II - SIGN VARIANCE

Consider a Variance request for Sportsman II from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations, Section 3.1407 regarding overall square feet of proposed pole sign. (Hammonds)

Motion made by Councilmember Bilyeu to approve the request for Sportsman II from Chapter 3 Building Regulations - Article 3.1400 Sign Regulations, Section 3.1407 regarding overall square feet of proposed pole sign. Councilmember Barrett seconded the motion. Motion passed 4-1-0. Councilmember Chick voted in opposition.

6. FUTURE AGENDA ITEMS:

Councilmember Barrett requested an overview of the Legislative changes.

7. ADJOURN.

There being no further business, Mayor Muir adjourned the meeting at 7:58 p.m.

Thomas Muir, Mayor

Kelly Edwards, City Secretary

AGENDA MEETING DATE: February 7, 2022

TO: John Noblitt, City Manager

FROM: Kelly Edwards, City Secretary

ITEM/CAPTION:

MINUTES WORK SESSION

Consider the work session minutes from the January 18, 2022, meeting. (Edwards)

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

N/A

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Approve the minutes as presented.

ATTACHMENTS:

Description	Upload Date	Type
01-18-2022 CC WS Mins FINAL	1/25/2022	Cover Memo



**MINUTES
CITY COUNCIL WORK SESSION
TUESDAY, JANUARY 18, 2022
6:00 PM
HISTORIC CHURCH BUILDING
403 N 7TH STREET SANGER, TEXAS**

COUNCIL MEMBERS PRESENT:

Mayor Thomas Muir and Councilmember Gary Bilyeu, Councilmembers: Marissa Barrett, Dennis Dillon, and Victor Gann.

COUNCIL MEMBERS ABSENT:

Allen Chick

STAFF MEMBERS PRESENT:

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, Attorney Pro Tem Lance Vanzant, Director of Finance Clayton Gray, Accountant Sylvia Vega, Chief of Police Waylan Rhodes, Parks & Recreation Superintendent Ryan Nolting, and Marketing and Civic Engagement Director DonnaGreen.

1. Call Meeting to Order

Mayor Muir called the work session to order at 6:06 p.m.

2. PRESENTATION FROM AUDITORS

Overview of the Annual Financial Report and related audit by BrooksWatson & Co. for the fiscal year ending September 30, 2021. (Gray)

Director Gray introduced Austin Henderson from BrooksWatson Co. Mr. Henderson provided a presentation and overview of the annual audit.

Discussion ensued regarding the unmodified opinion, the internal control letter, the use of restricted and unrestricted funds, the number of recommendations, property tax collection, and sales tax revenues.

3. Overview of Items on the Regular Agenda

No additional discussion.

4. Adjourn

Mayor Muir adjourned the work session at 6:46 p.m.

Thomas Muir, Mayor

Kelly Edwards, City Secretary

AGENDA MEETING DATE: February 7, 2022

TO: John Noblitt, City Manager

FROM: Kelly Edwards, City Secretary

ITEM/CAPTION:

MINUTES REGULAR SESSION

Consider the regular session minutes from the January 18, 2022, meeting. (Edwards)

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

N/A

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the minutes as presented.

ATTACHMENTS:

Description	Upload Date	Type
01-18-2022 CC Reg Mins FINAL	1/25/2022	Cover Memo



**MINUTES
CITY COUNCIL REGULAR MEETING
TUESDAY, JANUARY 18, 2022
7:00 PM
HISTORIC CHURCH BUILDING
403 N 7TH STREET SANGER, TEXAS**

COUNCIL MEMBERS PRESENT:

Mayor Thomas Muir and Councilmember Gary Bilyeu, Councilmembers: Marissa Barrett, Dennis Dillon, and Victor Gann.

COUNCIL MEMBERS ABSENT:

Allen Chick

STAFF MEMBERS PRESENT:

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, Attorney Pro Tem Lance Vanzant, Director of Finance Clayton Gray, Chief of Police Waylan Rhodes, Parks & Recreation Superintendent Ryan Nolting, and Marketing and Civic Engagement Director Donna Green.

1. CALL THE REGULAR MEETING TO ORDER, ESTABLISH A QUORUM, INVOCATION, AND PLEDGE

Mayor Muir called the Regular Session to order at 7:01 p.m.

The invocation given by Councilmember Dillon the Pledge of Allegiance was led by Councilmember Barrett.

2. CITIZEN INPUT:

Maria Falls, 3904 Pocahontas, Flower Mound, spoke regarding the current pandemic.

3. CONSENT AGENDA:

A. MINUTES REGULAR SESSION

Consider the regular session minutes from the January 3, 2021. (Edwards)

B. CALLING THE MAY 7, 2022, GENERAL ELECTION

Consider Ordinance 01-03-22, Calling the General Election to be held on May 7, 2022, for the purpose of electing a Mayor, Council Member Place 2, and Council Member Place 4, for two-year terms and authorizing the Mayor to execute all necessary documents. (Edwards)

C. BUDGET AMENDMENT FOR ENGINEERING, FLEET, AND MARKETING DEPARTMENTS

Consider Ordinance 01-02-22, amending the budget for the Fiscal Year 2021-2022, and authorizing amended expenditures as provided in Exhibit A. (Gray)

Councilmember Gann asked for additional discussion regarding **Item C** of the consent agenda.

Motion made by Councilmember Bilyeu to approve **Items A&B** of the consent agenda. Councilmember Dillon seconded the motion. Motion passed unanimously.

Director Gray provided an overview of the budget amendment.

Discussion ensued regarding several line items in Exhibit A, funding for future events and to enhance current community events, and the net increase to the budget.

Motion made by Councilmember Bilyeu to approve **Item C** the consent agenda. Councilmember Dillon seconded the motion. Motion passed unanimously.

4. REGULAR AGENDA

A. FISCAL YEAR ANNUAL FINANCIAL REPORT AND RELATED AUDIT - PERIOD ENDING 09/30/2021

Consider Acknowledgement and Acceptance of the Annual Financial Report and Related Audit by Brooks Watson & Co. for the Fiscal Year Ending September 30, 2021. (Gray)

Director Gray provided an overview of the requirement in the Charter to perform an audit of the city's finances.

Motion made by Councilmember Dillon to accept the Annual Financial Report and Related Audit by Brooks Watson & Co. for the Fiscal Year Ending September 30, 2021. Councilmember Bilyeu seconded the motion. Motion passed unanimously.

Mayor Muir moved to **Item 4C** of the agenda.

B. WASTE CONNECTIONS RATE INCREASE REQUEST

Consider approving a 4.8% rate increase from Waste Connections, Inc. for solid waste and recycling services. (Gray)

Director Gray provided an overview of the rate increase as outlined in the current contract and introduced Hyon Cho from WasteConnections.

The total increase for residential customers would be \$0.74 per month.

Motion made by Councilmember Bilyeu to approve a 4.8% rate increase from Waste Connections, Inc. for solid waste and recycling services. Councilmember Dillon seconded the motion. Motion passed unanimously.

Mayor Muir moved to **Item 5B** of the agenda.

C. FM 455 UTILITY RELOCATION - CHANGE ORDER#1

Consider Change Order #1 in the amount of \$39,993.00 between the City of Sanger and Quality Excavation for the FM 455 Project to include boring under the intersection at Sable Creek Parkway; and authorize the City Manager to execute said Change Order. (Bolz)

Director Bolz provided an overview of the change order.

Motion made by Councilmember Gann to approve Change Order No. 1 in the amount of \$39,993.00 between the City of Sanger and Quality Excavation for the FM 455 Project to include boring under the intersection at Sable Creek Parkway; and authorize the City Manager to execute said Change Order. Councilmember Dillon seconded the motion. Motion passed unanimously.

Mayor Muir moved to **Item 4D** of the agenda.

D. FM 455 UTILITY RELOCATION - CHANGE ORDER#2

Consider Change Order #2 in the amount of \$3,145.00 between the City of Sanger and Quality Excavation to extend the bore for Sewer AA crossing by an additional 17 linear feet for the FM 455 Project; and authorize the City Manager to execute said Change Order #2. (Bolz)

Director Bolz provided an overview of the change order.

Discussion ensued regarding older records that were available not showing the location of the gas line and to include the line's location in the City as-built documents.

Motion made by Councilmember Bilyeu to approve Change Order No. 2 in the amount of \$3,145.00 between the City of Sanger and Quality Excavation to extend the bore for Sewer AA crossing by an additional 17 linear feet for the FM 455 Project; and authorize the City Manager to execute said Change Order. Councilmember Barrett seconded the motion. Motion passed unanimously.

Mayor Muir moved to **Item 5A** of the agenda.

5. INFORMATION ITEMS:

A. DANNENBAUM CONSTRUCTION UPDATE

Danny Everett, Dannenbaum Engineering (DEC), project overview.

Mr. Everett provided an update regarding the overall progress of the project, percentage of design comments received, sewer line connection from the High School to 2nd Street, fittings received, and the status of the permit to bore under the railroad tracks.

Mayor Muir moved back to **Item 4B** of the agenda.

B. RECYCLING PROGRAM

Presentation and discussion of the city's recycling program from Henry Cho of Waste Connections. (Gray)

Mr. Cho provided a presentation and overview of the current recycling program.

Discussion ensued regarding the cost of the program, how to notify Waste Connections of damaged carts, the number of trucks collecting recyclables that are contaminated and cannot be taken to the recycling center, and educating the community on recycling.

C. MONTHLY FINANCIAL STATEMENT - NOVEMBER 30, 2021

D. CAPITAL PROJECTS REPORT - JANUARY 4, 2022

E. DISBURSEMENTS REPORT - DECEMBER 2021

F. ATMOS RATE FILING - RIDER GCR

6. FUTURE AGENDA ITEMS:

Councilmember Gann asked Staff about monthly Code Enforcement updates.

7. EXECUTIVE SESSION:

A. Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY

For deliberations regarding the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person. Property location a.) 78.421 acre tract of land out of the Williams Survey, Abstract No. 1281, Denton County, Texas; and b.) 247.318 acre tract of land out of the Crawford Survey, Abstract No. 280, Denton County, Texas; c.) 87.64 acre tract of land out of the Hudson Survey, Abstract No. 562, Denton County, Texas; and d.) 6.082 acre tract of land out of the Crawford Survey, Abstract No. 280, Denton County, Texas.

B. Sec. 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. Property location a.) 78.421 acre tract of land out of the Williams Survey, Abstract No. 1281, Denton County, Texas; b.) 247.318 acre tract of land out of the Crawford Survey, Abstract No. 280, Denton County, Texas; c.) 87.64 acre tract of land out of the Hudson Survey, Abstract No. 562, Denton County, Texas; and d.) 6.082 acre tract of land out of the Crawford Survey, Abstract No. 280, Denton County, Texas.

Mayor Muir read the items for Executive Session and the Council convened into Executive Session at 8:39 p.m.

8. RECONVENE: OPEN MEETING:

Mayor Muir and the Council reconvened into open session at 9:11 p.m.

No action taken.

9. ADJOURN.

There being no further business, Mayor Muir adjourned the meeting at 9:11 p.m.

Thomas Muir, Mayor

Kelly Edwards, City Secretary

AGENDA MEETING DATE: February 7, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

ORDINANCE 02-04-22 - ANNEXATION 15.6924 ACRES

Consider Ordinance 02-04-22 annexing 15.6924 acres out of the B.F. Lynch Survey, Abstract number 725 and generally located approximately 2231 feet east of I-35 and approximately 2385 feet south of Chisam Rd. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

The applicant is proposing to create an Industrial park of approximately 278 acres located on the east side of I-35. The development will consist of 12 industrial lots. The property with the exception of 15.6924 acres is currently within the Sanger City limits. The applicant is requesting to have the 15.6924 acres voluntarily annexed into the Sanger City limits.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

Legal review complete

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends **APPROVAL**.

ATTACHMENTS:

Description	Upload Date	Type
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Ordinance #02-04-22

1/21/2022

Cover Memo

Exhibit A

1/21/2022

Cover Memo

Exhibit B

1/21/2022

Cover Memo

CITY OF SANGER, TEXAS

ORDINANCE 02-04-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, ANNEXING CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SANGER, TEXAS TO WIT: 15.6924 ACRES OUT OF THE B.F. LYNCH SURVEY, ABSTRACT NUMBER 725 AND GENERALLY LOCATED APPROXIMATELY 2231 FEET EAST OF I-35 AND APPROXIMATELY 2385 FEET SOUTH OF CHISAM ROAD AND BEING MORE PARTICULARLY DESCRIBED ON THE ATTACHED EXHIBIT A; PROVIDING FOR INCORPORATION OF PREMISES; AMENDING THE CITY MAP; PROVIDING FOR FILING OF THIS ORDINANCE; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

WHEREAS, prior to conducting the public hearing required under Section 43.0673, Local Government Code, the City Council investigated and determined that the Property more particularly described in the attached Exhibit “A” (the “Property”) is within the extraterritorial jurisdiction of Sanger and is adjacent and contiguous to the existing city limits of Sanger; and

WHEREAS, the City Council on December 6, 2021 and December 20, 2021, duly covered and conducted public hearings for the purpose of assessing a voluntary petition for annexation from the owners of the Property; and

WHEREAS, the City and the owner of the Property have entered into a service agreement which is attached hereto as Exhibit “B” and incorporated herein; and

WHEREAS, the following provision of proper legal notice requirements, including written notice to the School District, Public Entities, and Internet postings were made in the time and manner prescribed by law; and

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

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

SECTION 1. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 2. The official map and boundaries of the City are hereby amended so as to include the Property and any all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.

SECTION 3. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 4. The property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions and regulations of the City.

SECTION 5. The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies.

SECTION 6. From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Sanger, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Sanger, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 7. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 8. The City Secretary of the City of Sanger is hereby directed engross and enroll this ordinance by copying the Caption in the minutes of the City Council of the City of Sanger and by filing this Ordinance records of the City.

SECTION 9. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

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

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

Exhibit A

Being approximately 15.6924 acres of land out of the B.F. LYNCH SURVEY, ABSTRACT NUMBER 725 situated in Denton County, Texas, being a portion of a called Tract 1- 211.36 acre tract of land conveyed to Sanger Texas Industrial, LLC and Webb Industrial, LLC by deed of record in Document Number 2021-85260 of the Official Records of Denton County, Texas, also known as Denton County Appraisal District Parcel Number 163094, Tract 13A:

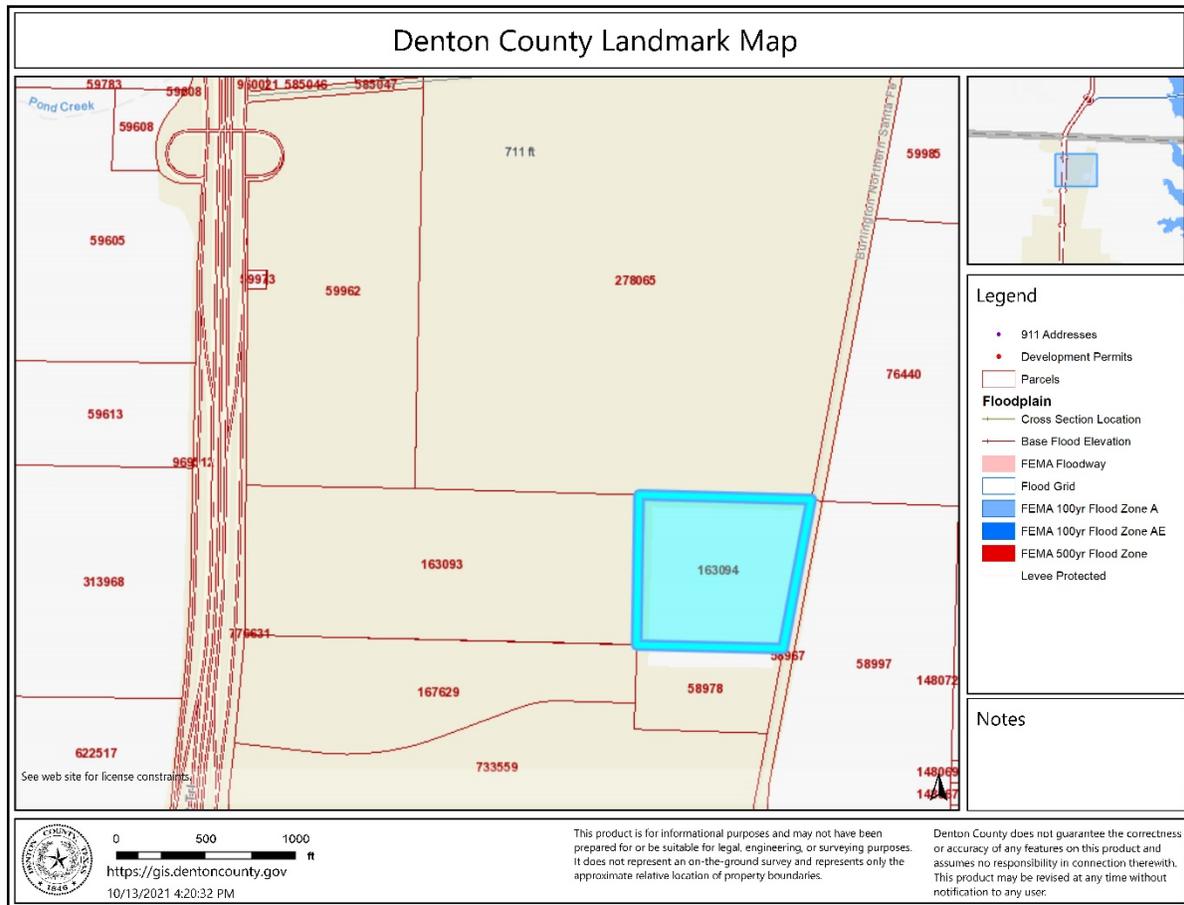


Exhibit “B”

Substance from body of executed Service Agreement Blue Star Addition Annexed Property

A) SERVICE PLAN GENERALLY

- 1) This service plan has been prepared in accordance with the Texas Local Government Code Sections 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Sanger in accordance with the following plan. The City of Sanger shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Sanger with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).
- 2) For the purposes of this service plan, to “provide” services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

- 1) Police Protection
 - a) Police protection from the City of Sanger Police Department shall be provided to the annexed area at a level consistent with the current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
 - i) Normal patrol and responses;
 - ii) Handling of complaints and incident reports;
 - iii) Special units, such as traffic enforcement and investigations; and
 - iv) Coordination with other public safety support agencies
 - b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.
 - c) Upon ultimate development, police protection will be provided at a level consistent with the other similarly situated areas within the city limits.
- 2) Fire Protection
 - a) The Sanger Fire Department will provide emergency and fire protection services to the annexed area. These services include:
 - i) Fire suppression and rescue;
 - ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
 - iii) Hazardous materials response and mitigation;
 - iv) Emergency prevention and public education efforts;
 - v) Technical rescue response; and
 - vi) Construction Plan Review and required inspections.

- b) Fire Protection from the City of Sanger shall be provided to the annexed area at a level consistent with the current methods and procedures presently provided to similar areas of the City of Sanger on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently within the City of Sanger will be sufficient to serve the annexed area.
 - d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.
- 3) Emergency Medical Services
- a) The Sanger Fire Department will provide emergency and safety services to the annexed area. These services include:
 - i) Emergency medical dispatch and pre-arrival Fire Aid instructions;
 - ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
 - iii) Medical rescue services.
 - b) Emergency Medical Services (EMS) from the City of Sanger shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Sanger on the effective date of the annexation ordinance.
 - c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.
 - d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

- 1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with the current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) year in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

- 1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in costs of these extensions shall be in accordance with the applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the

policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

- 2) Sanitary sewer mains and lift stations installed or improved to City Standards, and accepted by the City, within the annexed area which are located within dedicated easement, right-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.
- 3) Operation and maintenance of wastewater facilities in the annexed area that are within the certified service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

- 1) Connections to existing City of Sanger water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 10196, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water services shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.
- 2) As development commences in these areas, water distribution mains will be extended in accordance with City of Sanger codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Sanger's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.
- 3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

- 1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.
- 2) Any construction or reconstruction will be considered within the annexed area on the City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of the streets to City standards commences within this property, the policies of the City of Sanger with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.
- 3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's

inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

- 4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.
- 5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

- 1) Enforcement of the City 's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.
- 2) Inspection services including review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.
- 3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.
- 4) All inspection services furnished by the City of Sanger, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexation ordinance.
- 5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

- 1) The Planning and Zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

- 1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.
- 2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

- 1) Any publicly owned facility, building or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Sanger on the effective date of the annexation ordinance.

K) OTHER SERVICES

- 1) Other services that may be provided by the City of Sanger, such as municipal and general administration will be made available on the effective date of the annexation. The City of Sanger shall provide levels of service, infrastructure, and maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Sanger with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

- 1) Nothing in this Service Plan shall require the City of Sanger to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service, and it will not provide a lower level of service, than were in existence in the annexed area at the time immediately preceding the annexation process.
- 2) The of City of Sanger’s codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at <https://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=sangerset>

M) TERM

- 1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

- 1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

AGENDA MEETING DATE: February 7, 2022

TO: John Noblitt, City Manager

FROM: Alina Ciocan, Assistant City Manager

ITEM/CAPTION:

MASTER AGREEMENT - KIMLEY-HORN

Consider a Master Agreement between the City of Sanger and Kimley-Horn and Associates, Inc. for continuing professional services, and authorize the Mayor or City Manager to execute said Agreement. (Ciocan)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

The City would like to retain Kimley-Horn to provide engineering services. A separate Individual Project Order is placed on the agenda for consideration related to the IH-35 Utility Relocation Project.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

The agreement has been reviewed by the City Attorney.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval.

ATTACHMENTS:

Description	Upload Date	Type
Master Agreement - Kimley-Horn	1/27/2022	Cover Memo

**MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 2022, by and between City of Sanger ("the Client") and KIMLEY-HORN AND ASSOCIATES, INC. ("the Consultant"). This Agreement sets forth the terms whereby Kimley-Horn, or an affiliated company, will provide professional services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Kimley-Horn, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

- 1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPO's ("the Services"). If requested by the Client in the writing and agreed to by the Consultant, the Consultant will perform Additional Services and, the Client shall pay the Consultant for the performance of any Additional Services in an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
 - a) Designate in writing a person to act as the Client's representative. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.
 - c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as survey, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d) Arrange for access to the project site and other property as required for the Consultant to perform services.
 - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.

- g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client may require.
 - h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or non-conformance in any aspect of the Project.
- 3) Period of Services. This Agreement and the rates of compensation in IPO's are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount not to exceed 4.6 percent of billed labor to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
 - b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt. The Client shall also pay any applicable sales tax. Interest will be added to accounts not paid within 30 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.

- b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d) If the Consultant initiates legal proceedings to collect payments for services, it may recover, in addition to all amounts due and payable, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings, including the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.
- 6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall to the extent allowable by law indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates (“Intellectual Property”) in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates.
- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services and it is agreed that Consultant is not a fiduciary with respect to the Client.
- 11) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE

COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THE IPO OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

- 12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

- 13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained

- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

15) Dispute Resolution. Upon agreement of the Parties claims arising out of this Agreement may be submitted to mediation. Any civil action must be commenced pursuant to the limitations described under Texas Civil Practice and Remedies Code § 16.008. Venue for any dispute arising out of this Agreement shall be Denton County, Texas.

16) Construction Phase Services.

- a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant for any construction connected thereto.
- b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement or the IPO. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

- 18) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client or the Consultant shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of either party. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, they shall inform the Client in writing and the Consultant will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are proved by in-house employees, contract employees, or independent subconsultants.
- 19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.
- 20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CITY OF SANGER, TEXAS

A municipality

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: Scott R. Arnold

PRINTED NAME: Scott R. Arnold

TITLE: Vice President

DATE: January 26, 2022

AGENDA MEETING DATE: February 7, 2022

TO: John Noblitt, City Manager

FROM: Alina Ciocan, Assistant City Manager

ITEM/CAPTION:

INDIVIDUAL PROJECT ORDER - KIMLEY-HORN

Consider an Individual Project Order with Kimley-Horn and Associates, Inc. providing for professional engineering services associated with the I-35 Utility Relocation Project, and authorize the City Manager to execute said Project Order in an amount not to exceed \$499,600. (Ciocan/Bolz)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

Due to the upcoming expansion of IH-35 by TxDOT, the City has to relocate several utilities in conflict as identified in the attached Individual Project Order and listed below:

- Up to seven crossing utility conflicts and multiple longitudinal conflicts
 - installation of approximately 14,300 linear feet of waterline
 - installation of approximately 7,100 linear feet of sanitary sewer
 - abandonment of water and sewer facilities in conflict with the TxDOT project

The Scope of Services outlined in the Individual Project Order consists of several task orders as outlined below.

Task 1 - Water and Sewer Design

Task 2 - Bidding

Task 3 - Construction Contract Administration

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

Cost: \$499,600

FUNDS:

Enterprise Projects Fund

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval.

ATTACHMENTS:

Description	Upload Date	Type
Individual Project Order Number 2022 IH-35 Utility Relocations	1/27/2022	Cover Memo

Individual Project Order Number 2022 I-35 Utility Relocations for TxDOT CSJ 0195-02-074

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and the City of Sanger, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated _____ which is incorporated herein by reference.

Identification of Project: Sanger 2022 I-35 Utility Relocations for TxDOT CSJ 0195-02-074

Project Understanding: This project consists of providing professional engineering services associated with the following project:

2022 I-35 Utility Relocations for TxDOT CSJ 0195-02-074 to include:

- Up to Seven (7) crossing utility conflicts and multiple longitudinal conflicts
 - Installation of approximately 14,300 linear feet of waterline
 - Installation of approximately 7,100 linear feet of sanitary sewer
 - Abandonment of water and sewer facilities in conflict with the TxDOT project

Specific scope of basic Services: See Below

Task 1 – Water and Sewer Design

The Consultant will provide the following professional services as specified in the “Project Understanding” section of this project:

- A. Design level survey – The survey will include the following:
 1. Gather existing right-of-way and easement information
 2. Collect property owner and record information and tie right-of-way corners in the field
 3. Contact DIG TESS to locate and mark existing franchise and public utilities prior to performing the field survey
 4. The Client shall arrange and make all provisions for access to perform the survey services
 5. Perform a field survey of up to 17,000 feet to identify and locate existing topographic elements within corridor
 6. Limits shall be 200-wide and 40-ft beyond TxDOT ROW per each crossing and 20-ft outside the proposed ROW and including up to the existing frontage roads for the longitudinal installation.
 7. Establish up to two (2) horizontal and vertical control benchmarks for each of the project locations.
 8. Prepare a final topographic drawing (ACAD) in digital format (including contours and break lines) showing the features located in the field as well as property information and ASCII coordinate file of points located in the field.

- B. Subsurface Exploration – Two bores on either side of I-35 crossings and extrude sample borings (up to 10 borings) to depths of approximately 30 feet below existing grade using truck-mounted equipment.
1. Check samples for consistency with a hand penetrometer.
 2. Stake the boring locations using normal taping procedures.
 3. Backfill bore holes and plug at the surface.
- C. Laboratory Services – Considering the planned facilities, anticipated soil conditions, and geology, the following laboratory tests will be required for classification purposes and to determine strength characteristics: moisture content and soil identification, liquid and plastic limit determinations, unit weight determinations, soluble sulfate tests (to determine lime-induced heaving potential)
- D. Geotechnical Engineering Services - Provide (1) copy of an engineering report presenting the following:
1. Sample boring location map.
 2. General soil and ground-water conditions.
 3. Trenchless and Open Cut recommendations.
 4. Earthwork recommendation.
- E. Water and Sanitary Sewer Contract Documents - Coordinate with TxDOT Utility Coordination team, Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 22" x 34" plan and profile sheets. The Consultant will provide the following information on the plan sheets:
1. Construction Plans
 - Cover Sheet
 - General Notes
 - Project Layout and Control
 - Utility Abandonment Plan
 - Water/Sewer Plan and Profile Sheets
 - Traffic Control Plan (Standard TxDOT details)
 - Erosion Control Plan
 - Standard City Details
 2. Specifications – Prepare specifications, to include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the Engineers Joint Contract Documents Committee (EJCDC) documents. The NCTCOG Standard Specifications for Public Works Construction and the Client's requirements for Public Works Construction will govern all other specifications.

3. TxDOT Coordination

- Attend up to six (6) utility coordination meetings during design and construction facility by TxDOT.
 - Attend up to three (3) meetings with TxDOT to review proposed design and utility adjustment package and reimbursement calculations.
 - Prepare Utility Adjustment Assembly (U-35 agreement) in accordance with the Utility Manual including the following: Prepare construction cost projections, eligibility ratio, and schedule. Address up to two (2) rounds of comments from TxDOT and resubmit package.
 - Assisting the Client with preparing partial payment/reimbursement requests to TxDOT. It is assumed that six (6) partial payment requests may be made through the design and construction phases of the project.
- F. Consultant will perform up to two (2) site visits to confirm existing conditions and compare with proposed design.
- G. Submit to the Client 60% and 90% complete plans, specifications, Contract Documents, and final OPCC for review and comments.
- H. Make revisions based on the Client's review of the 60% and 90% submittal.
- I. Submit to Client final Bid Documents.

Deliverables:

- a. Two (2) copies of 60% and 90% complete plans, specifications, Contract Documents and final OPCC for review and comment.
- b. Two (2) copies of Bid Documents.

Services/Deliverables provided by the Client:

- a. Review and comment on the 60% and 90% submittal.
- b. The Client will be responsible for paying any permit application fees or other fees required
- c. The Client will obtain CADD files and other data from TxDOT for use in design of the utility relocations.
- d. This assumes SUE (subsurface utility engineering) is provided by TxDOT. No SUE is included in the scope of services and shall be considered additional service if required.

Task 2 – Bidding

- A. Advertise contract documents on Civcast.com.
- B. Print and issue up to two sets of bidding documents for viewing at City Hall.
- C. Prepare Notice to Bidders. Client is responsible for submitting advertisement and any cost associated with advertisement.

- D. Issue addenda as required.
- E. Prepare bid tabulation and recommendation for award letter.
- E. In this Task, Consultant will:
 - 1. Attend Pre-bid Meeting (if required),
 - 2. Attend Bid Opening, and
 - 3. Attend City Council Construction Contract Award Meeting.

Deliverables:

- a. Two (2) copies of conformed bid documents

Services/Deliverables provided by the Client:

- a. The Client will be responsible for paying any permit application fees or other fees required.

Task 3 - Construction Contract Administration

Consultant will provide professional construction phase services to the Client during construction of this project. The estimated construction period of the project is twelve (12) months for the basis of establishing the Consultant's Fee. The construction phase services are as follows:

- A. Pre-Construction Conference – the Consultant will conduct a pre-construction conference prior to commencement of work at the site.
- B. Visits to Site and Construction Observation – the Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
- C. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- D. Recommendations with Respect to Defective Work – the Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.
- E. Clarifications and Interpretations – the Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
- F. Change Orders – the Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- G. Shop Drawings and Samples – the Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- H. Substitutes and "or-equal." – the Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
- I. Inspections and Tests – the Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.
- J. Disagreements between Client and Contractor – the Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- K. Applications for Payment – Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

- L. By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.
- M. Substantial Completion – the Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.
- N. Final Notice of Acceptability of the Work – the Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant’s knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.
- O. Limitation of Responsibilities – the Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.
- P. Record Drawings – Prepare project “Record Drawings” based on information provided by the Contractor and/or Client as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by the Contractor and/or the Client. Consultant will provide the following deliverables:
- One (1) set of reproducible (22” x 34”) Record Drawings.
 - One (1) set of .pdf file Record Drawings (each sheet will be a separate .pdf file)

Deliverables:

- a. Shop Drawing Reviews – as described above.
- b. Contractor’s Estimates – as described above.

Services/Deliverables provided by the Client:

- a. Provide input on progress of work.
- b. Payment of the Contractor.

Additional Services if required: See Below

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Client, will be considered additional services. Additional Services will be compensated on a reimbursable basis at the then current hourly rates. Consultant will not perform any Additional Services without Client's prior approval. Additional services include, but are not limited to, the following:

- Accompanying the Client's personnel when meeting with the Texas Commission on Environmental Quality, U.S. Environmental Protection Agency or other regulatory agencies during the course of the Project. Consultant will assist the Client's personnel on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Consultant on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Any additional changes to the Contract Documents necessary to break the project into phases or bidding portions of the project at a later date.
- Making significant modifications to the plans and specifications if changes are made by TxDOT roadway design.
- Additional design to adjust utility appurtenances to final grades during or after TxDOT roadway construction.
- Making significant modifications to the plans and specifications after the 90% submittals have been approved by the Client.
- Providing project representative services, on-site inspection, during the construction phase of the project.
- Additional drafts and response to comments beyond those described in the scope.
- Preparation of Title Policies and Assisting in Condemnation Services during property acquisition.
- Preparation of platting documents and/or real property survey for site acquisition.
- Additional sets of bidding documents.
- Professional services associated with re-bidding the project.
- Providing additional presentations to City Council.

Individual Project Order Number 2022 I-35 Utility Relocations for TxDOT CSJ 0195-02-074

- Providing additional documentation required by the Client's legal representative during condemnation proceedings.
- Providing any easement documents or acquisition services.
- Providing services associated with railroad coordination or permitting.
- Attending additional public meetings during the project.
- Any services not listed in the Scope of Services.
- The design of off-site drainage improvements.
- Providing services associated with traffic signal design.
- Providing services or documentation associated with flood plain permitting.
- Providing additional public coordination during the project, such as meeting with public and City staff, or coordinating with landowners affected by the proposed project. This may include preparing exhibits to demonstrate the project to the public.

Services provided by Client: Client shall review and provide comments for proposed design so that Consultant can adhere to the project schedule.

Schedule: Consultant will begin services upon receipt of Notice to Proceed.

Deliverables: See items listed above under Scope of Services.

Individual Project Order Number 2022 I-35 Utility Relocations for TxDOT CSJ 0195-02-074

Method of compensation: Kimley-Horn will perform the Services on a labor fee plus expense basis. Labor fee will be billed on an hourly basis according to our then-current rates. See below for Task budget breakdowns.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Based on current information, Kimley-Horn estimates that labor fees will be approximately \$499,600. Fee estimates in this Agreement are for general budgeting purposes only. Actual fees may be less or more than the estimates.

Task 1 – Water and Sewer Design	\$408,600
Task 2 – Bidding	\$16,000
<u>Task 3 – Construction Contract Administration</u>	<u>\$75,000</u>
Total Estimated Fee	\$499,600

All permitting, application, and similar project fees will be paid directly by the Client. Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

Other special terms of Individual Project Order: None.

ACCEPTED:

CITY OF SANGER, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
John Noblitt

BY: _____
John R. Atkins. P.E.

TITLE: City Manager

TITLE: Vice President

DATE: _____

DATE: 01/20/2022

AGENDA MEETING DATE: February 7, 2022

TO: John Noblitt, City Manager

FROM: Donna Green Director of Marketing & Civic Engagement

ITEM/CAPTION:

FIREWORK CONTRACT AND DISPLAY

Consider approval for fireworks display inside the Sanger City Limits on July 2, 2022, an agreement with Illumination Fireworks for \$25,000 to purchase a fireworks display, and authorize the Mayor or City Manager to execute said agreement. (Green)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

In years past, the City of Sanger has not had a fireworks display as part of the Freedom Fest. Our desire is to grow this event and double the attendance. The addition of a fireworks show will be a draw for the resident's of Sanger and the surrounding areas.

- Move celebration to Porter Park
 - Our Charter does not currently allow fireworks within the City limits. Approval of this request allows a variance to have the fireworks show within the City limits on July 2, 2022
 - Launch site - Shani has spoken to the EDC board and they are allowing us to use the EDC property across from Porter Park for the launch of the fireworks
-

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

NA

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

\$25,000

FUNDS:

Special Events

STAFF RECOMMENDATION/ACTION DESIRED:

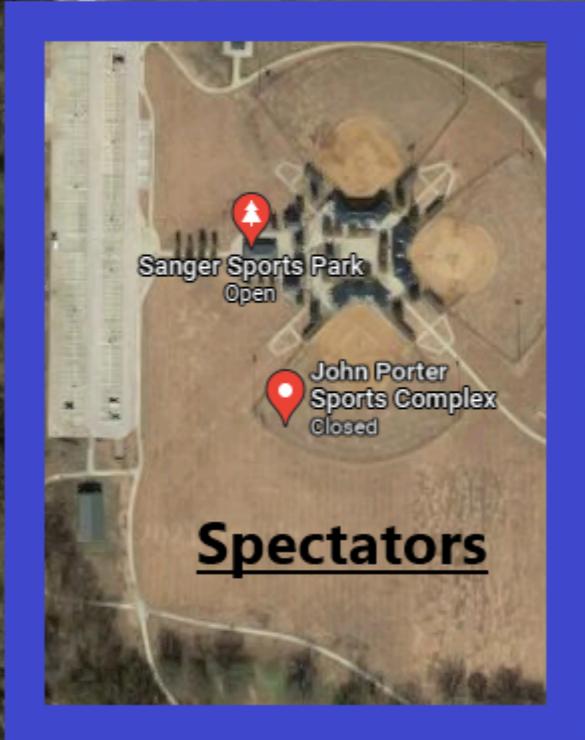
Staff recommends you approve the contract with Illumination Fireworks and that you approve a fireworks show inside the Sanger City Limits on July 2nd, 2022.

ATTACHMENTS:

Description	Upload Date	Type
Launch Site	1/27/2022	Cover Memo
Fireworks Contract	1/27/2022	Cover Memo

Search this area

Bella Mansions



I-35 Frontage Rd

861.13 ft

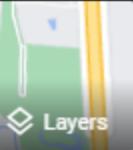
Cowling Rd

I-35 Frontage Rd

35

Duck Creek

Measure distance ✕
 Click on the map to add to your path
 Total distance: 861.13 ft (262.47 m)
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ESTIMATE

E-10442

1605 Crescent Circle, Suite 200
Carrollton, TX 75006

07.02.22 City of Sanger [1.3G]

Account Manager
Andrew Schoffler

Ship Date
7/2/2022 12:00 AM

Return Date
7/2/2022 12:00 AM

Shipping Address
33.341568, -97.178133
Sanger, Tx 76266

Description	Price	Qty	Sub Total
17 to 20 Minute 1.3G Fireworks Display (shells up to 8")	\$24,950.00	1	\$24,950.00
Local Fire Department Permit/Standby Fees*	\$0.00	1	\$0.00
State Fire Department Permit/Standby Fees (Estimated)	\$50.00	1	\$50.00
Display Estimate Includes:			
\$10,000,000 (Ten Million) General Liability & Auto Insurance			
Workers Compensation Insurance			
Federal ATF Explosives License, State & Local Permit Acquisition			
Computer Scripting/Choreography			
All Necessary Transportation			
All Necessary Equipment			
All Necessary Labor Including Experienced, Licensed Pyrotechnicians & Assistants			
100% Electronic Computer Firing			
Equipment Tear-down & Cleanup			

Estimate Notes

* - Cities generally waive their own permit fee's for 4th of July Displays

Total	\$25,000.00
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AGENDA MEETING DATE: February 7, 2022

TO: John Noblitt, City Manager

FROM: Police Department

ITEM/CAPTION:

ALL AMERICAN DOGS REPORT

November and December 2021 All American Dogs Report

AGENDA TYPE: Regular

ACTION REQUESTED:

BACKGROUND:

N/A

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

N/A

ATTACHMENTS:

Description	Upload Date	Type
All American Dogs	1/27/2022	Exhibit

Nov. 2021

2021 - 2022	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
ALL AMERICAN DOGS												
ROLLING OVER: LAST MONTH												
INCOMING												
IMPOUNDED: DOGS	0	8										
IMPOUNDED: CATS	2	7										
EMERGENCY CALL OUT: DOG												
EMERGENCY CALL OUT: CAT												
TNR-TRAP RELEASE: CAT												
TOTAL BEFORE DISPOSITION	2	15	0	0	0	0	0	0	0	0	0	0

SURRENDER: DOG		3										
SURRENDER: CAT												
SURRENDER TOTAL FOR MONTH	0	3	0	0	0	0	0	0	0	0	0	0

OUTGOING												
ADOPTION: DOG		1										
ADOPTION :CAT												
RESCUE PICK UP: DOG												
RESCUE PICK UP: CAT												
OWNER PICK UP: DOG												
OWNER PICK UP: CAT												
RELEASE TO BARN: CAT	1											
DIED: DOG												
DIED: CAT												
EUTHANIZED: DOG												
EUTHANIZED: CAT	1	4										
TOTAL OUTGOING	2	5	0	0	0	0	0	0	0	0	0	0

TOTAL FOR THE MONTH	0	13	0	0	0	0	0	0	0	0	0	0

YTD TOTAL (260)	258	243	243	243	243	243	243	243	243	243	243	243

December 2021

2021 - 2022	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
ALL AMERICAN DOGS												
ROLLING OVER: LAST MONTH												
INCOMING												
IMPOUNDED: DOGS	0	8	6									
IMPOUNDED: CATS	2	7	3									
EMERGENCY CALL OUT: DOG			3									
EMERGENCY CALL OUT: CAT												
TNR-TRAP RELEASE: CAT												
TOTAL BEFORE DISPOSITION	2	15	12	0	0	0	0	0	0	0	0	0

SURRENDER: DOG		3	11									
SURRENDER: CAT												
SURRENDER TOTAL FOR MONTH	0	3	11	0	0	0	0	0	0	0	0	0

OUTGOING												
ADOPTION: DOG		1	3									
ADOPTION :CAT												
RESCUE PICK UP: DOG												
RESCUE PICK UP: CAT												
OWNER PICK UP: DOG			2									
OWNER PICK UP: CAT												
RELEASE TO BARN: CAT	1		2									
DIED: DOG												
DIED: CAT												
EUTHANIZED: DOG												
EUTHANIZED: CAT	1	4	3									
TOTAL OUTGOING	2	5	10	0	0	0	0	0	0	0	0	0

TOTAL FOR THE MONTH	0	13	13	0	0	0	0	0	0	0	0	0

YTD TOTAL (260)	258	243	231	231	231	231	231	231	231	231	231	231