



AGENDA
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 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. 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 February 22, 2022, meeting. (Edwards)

B. REQUEST FOR PROPSAL FOR PEST CONTROL

Consider a Request for Proposal (RFP) for professional services for pest control in and around City of Sanger Facilities. (Nolting)

C. REQUEST FOR PROPOSAL (RFP) FOR BRUSH COLLECTION AND DISPOSAL SERVICE FOR THE CITY OF SANGER

Consider a Request for Proposal (RFP) for professional services for Brush Collection and Disposal Services for the City of Sanger. (Nolting)

4. REGULAR AGENDA

A. PUBLIC HEARING SANGER LODGING ADDITION - REPLAT

Conduct a public hearing on a Replat of Block 1 Lot 1R-1 and Lot 1R-2, of the Sanger Lodging Addition, within the City of Sanger, being approximately 2.637 acres and generally located on the east side of I-35 and approximately 769 feet south of the intersection of FM 455 and I-35 frontage road. (Hammonds)

B. SANGER LODGING ADDITION - REPLAT

Consider a Replat of Block 1 Lot 1R-1 and Lot 1R-2, of the Sanger Lodging Addition, within the City of Sanger, being approximately 2.637 acres and generally located on the east side of I-35 and approximately 769 feet south of the intersection of FM 455 and I-35 frontage road. (Hammonds)

C. VINSON ACRES ADDITION - MINOR PLAT

Consider a Minor Plat of Lot 1, Block A of Vinson Acres Addition, being 9.728 acres, in the City of Sanger’s ETJ, and generally located on Sam Bass Rd, 1804 feet south of FM 455. (Hammonds)

D. ORDINANCE 02-05-22 - WASTE FROM TREE AND SHRUB TRIMMING

Consider Ordinance 02-05-22 amending Chapter 6 "Health and Sanitation", Article 6.500, Section 6.513 "Waste from Tree and Shrub Trimming". (Noblitt)

5. INFORMATION ITEMS:

A. 2021 RACIAL PROFILING REPORT

6. 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.

7. 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



March 3, 2022, at 3:00 PM

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: March 7, 2022

TO: John Noblitt, City Manager

FROM: Kelly Edwards, City Secretary

ITEM/CAPTION:

MINUTES REGULAR SESSION

Consider the regular session minutes from the February 22, 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 |
|------------------------------|-------------|------------|
| 02-22-2022 CC Reg Mins FINAL | 2/25/2022 | Cover Memo |



**MINUTES
CITY COUNCIL REGULAR MEETING
TUESDAY, FEBRUARY 22, 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, City Attorney Hugh Coleman, Electric Superintendent Mike Prater, Chief of Police Waylan Rhodes, 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 Bilyeu.

2. CITIZEN INPUT:

No one addressed the Council.

3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

None.

4. CONSENT AGENDA:

A. MINUTES WORK SESSION

Consider the work session minutes from the February 7, 2022, meeting. (Edwards)

B. MINUTES REGULAR SESSION

Consider the regular session minutes from the February 7, 2022, meeting. (Edwards)

C. JOINT ELECTION CONTRACT

Authorize the Mayor to enter into a Joint Election Contract with Denton County to conduct the May 7, 2022, General Election. (Edwards)

D. BOARD APPOINTMENT - UPPER TRINITY REGIONAL WATERDISTRICT

Consider Resolution 2022-1 appointing Alina Ciocan as the City's representative to the Upper Trinity Regional Water District Board of Directors to fill an unexpired term ending May 31, 2023. (Ciocan)

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

5. REGULAR AGENDA

A. PRIMORIS DISTRIBUTION SERVICES CHANGE ORDER NO. 3 - FM 455 PROJECT

Approval of Primoris Distribution Services Change Order No. 3 in the amount of \$10,139.85. (Prater)

Director Prater provided an overview of the item, the reason for the change order due to boring, and the type of pipe used for the project.

Discussion ensued regarding the boring location to the northside of the project and CoServ Electric connection locations.

Motion made by Councilmember Bilyeu to approve the Primoris Distribution Services Change Order No. 3 in the amount of \$10,139.85 and authorize the City Manager to execute said change order. Councilmember Gann seconded the motion. Motion passed unanimously.

6. INFORMATION ITEMS:

A. ATMOS RATE FILING - RIDER GCR

Atmos Energy Rider GCR Docket No 10170 - February 2022

B. Financial Statement - December 31, 2021

C. Capital Projects Recap - January 27, 2022

D. Disbursements Report - January 2022

Councilmember Gann asked for clarification regarding the disbursement of refunds.

7. FUTURE AGENDA ITEMS:

No future agenda items.

City Manager Noblitt mentioned the March 7, 2022, work session discussion regarding Public Improvement Districts (PIDs) and Tax Increment Reinvestment Zones (TIRZ).

8. EXECUTIVE SESSION:

A. GOVERNMENT CODE SECTION 551.074 - PERSONNEL MATTERS

To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee: City Attorney

Mayor Muir read the items for Executive Session and the Council convened into Executive Session at 7:17 p.m.

9. RECONVENE: OPEN MEETING:

Mayor Muir and the Council reconvened into open session at 8:35 p.m.

Motion made by Councilmember Bilyeu stating that the City Attorney received a satisfactory review and is eligible for a 4% increase. Councilmember Barrett seconded the motion. Motion passed unanimously.

10. ADJOURN.

There being no further business, Mayor Muir adjourned the meeting at 8:37 p.m.

Thomas Muir, Mayor

Kelly Edwards, City Secretary

AGENDA MEETING DATE: March 7, 2022

TO: John Noblitt, City Manager

FROM: Ryan Nolting- Parks & Recreation Superintendent

ITEM/CAPTION:

REQUEST FOR PROPSAL FOR PEST CONTROL

Consider a Request for Proposal (RFP) for professional services for pest control in and around City of Sanger Facilities. (Nolting)

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

The City of Sanger would like to enter into an agreement/contract with a Pest Control Company to service Sanger public buildings. Currently, no agreement/contract is in place. Facility Maintenance is called out to each facility as needed.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

Legal has reviewed the Request for Proposals.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

NA

FUNDS:

NA

STAFF RECOMMENDATION/ACTION DESIRED:

Staff Recommends Approval.

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------|-------------|------|
|-------------|-------------|------|

City of Sanger

REQUEST FOR PROPOSALS

Project Title: Pest Control Services

Proposal Closing Date: 4:00pm, Monday, April, 4th, 2022.

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Sanger, Texas

Request for Proposals

1. Introduction

- A. Project Overview: The City of Sanger is requesting Proposals with the intent of awarding a contract for the purchase of goods and services contained in Appendix A – Scope of Services.
- B. Questions: Following are contacts for questions as identified.
 - 1. RFP Clarifications: All questions related to requirements or processes of this RFP should be submitted in writing to the Parks & Recreation Superintendent.
 - 2. Scope of Service Questions: All questions related to the scope of services should be submitted in writing to the contact person(s) noted in Appendix A – Scope of Services.
- C. Notification of Errors or Omissions: A Bidder shall promptly notify the City of any omissions, ambiguity, inconsistency or error that they may discover upon examination of this RFP. The City shall not be responsible or liable for any errors and/or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent or obviously erroneous.
- D. Conflict of Interest Questionnaire (Form CIQ): A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by Texas Local Government Code, Chapter 176, to file a conflict of interest questionnaire (FORM CIQ) which is found in Appendix C. The form must be filed with the City Secretary no later than seven (7) days after the date the person or business begins contract discussions or negotiations with the City, or submits an application, response to a request for proposals or bids, correspondence, or other writing related to any potential agreement with the City.
- E. Form 1295 Certificate of Interested Parties: Government Code 2252.908 states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. Please go to the Texas Ethics Commission webpage (www.ethics.state.tx.us) for full instructions and to complete the required steps for creation of Form 1295. Once the form is completed online, printed and signed please return the form with your proposal submission.

2. Definitions

Proposal: The signed and executed submittal of the entirety of Appendix B – Proposal.

Bidder: The Bidder and the Bidder’s designated contact signing the first page of the Proposal.

City of Sanger (“City”): The City of Sanger, Texas.

Project: The name of this Request for Proposals as identified on the cover sheet and first page of Appendix A – Scope of Services.

Parks & Recreation Superintendent:

Ryan Nolting
Phone: (940) 458-2718
E-Mail: rnolting@sangertexas.org

Request for Proposals (RFP): The entirety of this document.

3. General Information

- A. Tax Exempt Status: City purchases are exempt from State Sales Tax and Federal Excise Tax. Do not include tax in the Proposal. City will furnish Excise Tax Exemption Certificate upon request.
- B. Public Inspection of Proposals: The City strictly adheres to the Texas Public Information Act (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of RFP information. Proposals are not available for public inspection until after the contract award. If the Bidder has notified the City, in writing, that the Proposal contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

4. RFP Withdrawals and/or Amendments

- A. RFP Withdrawal: The City reserves the right to withdraw this RFP for any reason.
- B. RFP Amendments: The City reserves the right to amend any aspect of this RFP by formal written Addendum prior to the Proposal submittal deadline and will endeavor to notify all potential Bidder that have registered with the City, but failure to notify shall impose no obligation or liability on the City.

5. Estimated Quantities

The City does not guarantee to purchase any minimum or maximum quantity but does contemplate purchasing exclusively from the successful vendor during the term of the contract.

6. Proposal Submittal Requirements

- A. Proposals Received Late: The City is not responsible for late submission regardless of the reason. Late Proposals will not be considered under any circumstances.
- B. Alterations or Withdrawals of Proposal Document: Any submitted Proposal may be withdrawn or a revised proposal substituted prior to the submittal deadline. Proposal Documents cannot be altered, amended or withdrawn by the Bidder after the submittal deadline, unless such alteration, amendment or withdrawal notice is approved in writing by the Purchasing Manager.
- C. Proposal Document Format: All Proposal Documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom. Any other format (via telephone, fax, email, etc.) may be rejected by the City at its discretion.

7. Proposal Evaluation and Contract Award

- A. Proposal Evaluation and Contract Award Process: An award of a contract to provide the goods or services specified herein will be made using competitive sealed proposals, in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. The City will evaluate all proposals to determine which Bidder are reasonably qualified for the award of the contract, applying the anticipated evaluation factors and emphasis to be placed on each factor as identified in the Scope of Services. The City may, at its option, conduct discussions with or accept proposal revisions from any reasonably qualified Bidder. The City reserves the right to determine which proposal will be most advantageous to the City.
- B. Completeness: If the Proposal is incomplete or otherwise fails to conform to the requirements of the RFP, City alone will determine whether the variance is so significant as to render the Proposal non-responsive, or whether the variance may be cured by the Bidder or waived by the City, such that the Proposal may be considered for award.
- C. Ambiguity: Any ambiguity in the Proposal as a result of omission, error, lack of clarity or non-compliance by the Bidder with specifications, instructions and all conditions shall be construed in the favor of the City. In the event of a conflict between these standard RFP requirements and details provided in Appendix A – Scope of Services or Appendix B – Proposal, the Appendices shall prevail.
- D. Unit Prices and Extensions: If unit prices and their extensions do not coincide, the City may accept the price most beneficial to the City, and the Bidder will be bound thereby.
- E. Additional Information: City may request any other information necessary to determine Bidder's ability to meet the minimum standards required by this RFP.
- F. Partial Contract Award: City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements to different Bidders based on the unit prices proposed in response to this request, or to reject any and all Proposals and re-solicit for Proposals, as deemed to be in the best interest of City.
- G. Terminate for Cause: The occurrence of any one or more of the following events will justify termination of the contract by the City of Sanger for cause:
1. The successful Bidder fails to perform in accordance with the provisions of these specifications; or
 2. The successful Bidder violates any of the provisions of these specifications; or
 3. The successful Bidder disregards laws or regulations of any public body having jurisdiction; or
 4. The successful Bidder transfers, assigns, or conveys any or all of its obligations or duties under the contract to another without written consent of the City.
 5. If one or more of the events identified in Subparagraphs G (1 through 4) occurs, the City of Sanger may, terminate the contract by giving the successful Bidder seven (7) days written notice. In such case, the successful Bidder shall only be entitled to receive payment for goods and services provided before the effective date of termination. The successful Bidder shall not receive any payment on account of loss of anticipated profits or revenue or other economic loss resulting from such termination.
 6. When the contract has been so terminated by the City of Sanger, such termination shall not affect any rights or remedies of the City then existing or which may thereafter accrue.

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

Appendix A – Scope of Services

1. **Project Title:** Pest Control Service

2. **Scope of Services Contact**

Questions about the technical nature of the Scope of Services, etc. may be directed to Ryan Nolting, Phone: (940) 458-2718, e-mail: rnolting@sangertexas.org.

3. **Proposal Evaluation Factors**

| Emphasis | Factor |
|----------|---|
| 20% | Background of the company |
| 20% | Ability to provide services *Vendor must demonstrate their ability to provide the requested services at the expected level of service. |
| 30% | Cost |
| 10% | Work chart including any applicable certifications |
| 20% | Top three contracts in terms of price and scope – demonstrating the vendor’s ability to handle the services requested in this RFP. |

4. **Key Events Schedule**

| | |
|--|----------------|
| Sealed Proposals Due to and Opened by City | April 4, 2022 |
| Anticipated Award Date | April 18, 2022 |

5. **Scope of Services**

The service will be for bi-monthly service for all City of Sanger Facilities located in Appendix B.

An hourly rate for service calls (other than the bi-monthly service) will commence when the Contractor arrives at the specified location and contacts the appropriate City personnel.

Selected vendor work shall be completed between the hours of 7:30am - 5:00pm and an afterhours/weekend/holidays hourly rate (weekends, and designated holidays).

All work areas shall be left clean and as close to original condition as possible.

The selected vendor will supply all necessary personnel, tools, and equipment to accomplish the job. All costs associated with the service must be include in the hourly rate.

The selected vendor must be fully licensed to perform Pest Control service work in the State of Texas. A copy of licenses and certifications shall be furnished upon request. Inability to furnish copies of these licenses and certifications will result in non-payment and termination of contract.

All work orders and areas will be assigned by one of the following persons:
Ryan Nolting @ 940-458-2718, or designee.

6. **Point of Contact**

The Parks & Recreation Superintendent, identified below, is the sole point of contact regarding the bidding documents from the date of issuance until selection of the successful vendor. The point of contact for inquiries concerning this bid is:

Ryan Nolting
Parks & Recreation Superintendent
City of Sanger
502 Elm Street
Sanger, Texas 76266
(940) 458-2718, Fax (940) 458-4180
Rnolting@sangertexas.org

7. **Restriction on Communication**

All communications relating to this sealed bid must be directed to the City's contact person named above. All other communications between a Vendor and City staff and public officials concerning this bid are prohibited. Failure to comply with this requirement may result in the City disqualifying the Vendor's bid.

8. **Requirements Contract**

The Parks & Recreation Superintendent or designee has the authority to cancel service cycles at any time. The cancellation will be based upon need, prevailing weather conditions and available funding. It is assumed that the Contractor shall be notified of any cancellation(s) at such time that a Notice To Proceed is issued for any service cycle.

Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

9. **Addition or Deletion**

The City reserves the right to add or remove areas as circumstances warrant. The City of Sanger reserves the right to purchase additional services under the terms of this specification.

10. **Contract Term**

The contract shall be for a term of one year beginning upon City Council approval. The City and contractor may, upon mutual consent, extend the contract for four additional one-year periods after the initial term, upon written request of the contractor presented no later than forty-five (30) days prior to the expiration of the

Should funding not be approved by the City Council for any given budget year during the contract term, the contract will become null and void upon the completion of the appropriated funding.

11. **Contract**

The bid document awarded by Sanger City Council shall constitute the contract.

12. **Method of Award**

The City of Sanger intends to award a contract to the vendor who provides goods or services at the best value for the City of Sanger. The City may choose to award the contract based on the lowest responsible bid or the best value ranking, whichever is deemed to be in the best interest of the City. In determining the best value for the City of Sanger, the City will consider price and relevant experience/references to the extent to which the goods or services conform to the specifications herein.

Each vendor is responsible for submitting all relevant, factual, and correct information with their bid.

13. **Bid Evaluation**

The City reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities for the best interest of the City. The City reserves the right to determine "or equal" status.

14. **Contractor Selection**

If awarded, the contract shall be based on the City's evaluation criteria of price, experience/references and compliance with bid requirements. A responsive bidder shall have submitted a complete sealed bid packet within the stated timeline and in accordance with the bid specifications. A responsible bidder shall demonstrate the ability to successfully deliver the supplies, equipment and/or services being procured.

A responsive bidder is defined to be one who submits a completed sealed bid packet within the stated time deadline and in accordance with the bid specifications.

A responsible bidder is defined to be one who demonstrates via their responses to the selection criteria his or her ability to successfully deliver the supplies, equipment, or services being procured.

15. **Bidders Qualification Requirements**

Each bidder is responsible for submitting all relevant, factual and correct information with their bid. The below listed criteria will be assessed by the vendors submitted data.

1. Contractor shall have a minimum of five- (5) consecutive years' experience in Pest Control.
2. Contractor must submit with their bid, a list of equipment to be used for this contract. The list of equipment should include year, model, make, and number of hours on all equipment to be used. Equipment can be subject to inspection by the City representative. Contractor may use attached form.
3. Contractor shall have in his or her employment at the time of the bid the minimum number of employees to successfully execute the bid as specified.
4. Contractor shall be capable of securing the specified insurance in the amount of the contract within fifteen (15) working days after the formal acceptance of the proposal.
5. Contractor shall provide a minimum of 3 current references with the bid. References shall be from clients the contractor has served in a similar capacity within the last 24 months.

16. **Contractor's Responsibility for Work**

1. The Contractor shall be responsible for the complete performance of all of the work under the Contract.
2. Contractor shall be responsible for furnishing all tools, equipment, labor, supplies and incidentals required to complete the work

17. **Cancellation**

The Contractor shall strictly comply with the provisions of the contract with an adequate number of quality personnel and equipment to perform the work described in these specifications. Non-performance or non-compliance with the requirements of this specification by the awarded vendor(s) may be the basis for the immediate termination of the contract by the City.

The Contractor shall be given forty-eight hours following receipt of notification of default in which to remedy the deficiencies. If the deficiencies are not remedied as a result of the notification, the contract may be terminated.

At the discretion of the City, subsequent notification(s) may be issued upon the occurrence of each default(s) and the contractor shall have forty-eight hours following receipt of the second notification to remedy the deficiencies. If deficiencies are not remedied following the subsequent notification(s) period, the Contractor shall be deemed in default of the contract and the contract may be terminated.

The City shall not pay for services or supplies that are deemed by the City to be unsatisfactory. Vendors will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation.

18. **Invoicing**

Invoicing shall be accomplished on a per-job basis. Invoices MUST reference the City of Sanger issued P.O. Number. Failure to include the P.O. number may delay payment. To expedite payment, invoices will be reviewed by the user department for accuracy then authorization will be forwarded to the Finance Department for payment.

Payment terms shall be Net Thirty (30), and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act. Please provide a detail listing of all work performed and submit invoice at the end of each month. Invoices are to be prepared in duplicate and submitted to:

City of Sanger
Parks & Recreation Department
502 Elm Street
Sanger TX 76266

And an electronic copy to the following addresses:
rnolting@sangertexas.org

19. **General Requirements**

Site visit can be arranged upon request to the Parks & Recreation Superintendent.

General Contractor's Work. The City reserves the right to reject any and all bids.

Bids shall also include a completed "Bidders Questionnaire" which is part of the operational plan as well as an equipment list and past work history to determine whether or not a bidder can adequately perform the necessary work. The City has the right to inspect all equipment dedicated for use on this project prior to award of the bid. During inspection the Contractor must have all equipment which will be dedicated to the Contract on hand or have original receipt of purchase or lease to show ownership. All equipment the bidder is committing to this Contract, if awarded, should be included in the listing. Past experience has shown that it is absolutely essential to have back-up equipment to allow for breakdowns.

It is the spirit and intent of these specifications and plans to secure for the City the work described, complete in every respect, and the general conditions there for shall be complied with, whether items are specifically mentioned or not.

20. **Site Work**

A. Definitions:

Project Area: Shall refer to specific geographic area(s) of the City designated to receive services.

Maintenance Schedule: Shall mean the time periods established for the project.

Maintenance Cycle: Shall refer to each time period in the maintenance schedule for the project year. A beginning and ending date, in which all prescribed maintenance activities for each area shall be completed, define each time period.

Inspector: Shall mean the Parks & Recreation Superintendent or authorized designee, who shall monitor the Contractor's progress.

Work Record Summary: Shall mean a written record detailing times and locations of when the contractor and employees were on the job site completing work per contract specifications.

Uniforms: Contractor shall provide and require its employees to wear a uniform that bears the company name, logo, and employee's name. Uniforms are not to be dirty, stained or torn. Uniforms shall be worn at all times while on the job. Contractor shall provide and ensure the wearing of protective clothing, masks, eye protection, etc., as required by laws, regulation, ordinances, and/or manufacturer's instruction for material and equipment. All employees of contractor must utilize personal protective equipment such as safety vest to insure their visibility to drivers.

Subcontracts: Contractor may hire qualified subcontractors to perform functions or work requiring specialized equipment. Contractor must notify the Parks & Recreation Superintendent in writing for any work performed by a subcontractor.

21. **Work Orders, Assignments and Inspection of Work:**

1. Inspectors Duties: The Parks & Recreation Superintendent or designee may make inspections, re-inspections, monitor Contractor activities, ensure the work performed in the assigned project

area is done to the quality level prescribed in this Contract and in accordance with prescribed time schedules; however, the Parks & Recreation Superintendent or designee has no duty or obligation to make inspections. Upon determination of any violation of the specifications and/or terms of this contract, the Inspector shall record, process, and submit all pertinent information to the Parks & Recreation Superintendent for appropriate action.

2. Contact: The Contractor shall notify the Parks & Recreation Superintendent or designee prior to service. Failure to contact the Parks & Recreation Superintendent, or designee, before the service begins may constitute a breach of Contract.
4. Time to Complete Work: The Contractor will be required to maintain all project areas assigned to him in the time allotted (maintenance cycle) for each project area. Work started within a project area should be completed in consecutive days.
5. Failure to Maintain Maintenance Schedule: Failure on the part of the Contractor to maintain the required production rate for a project area shall be sufficient reason for the Parks & Recreation Superintendent to have the work in question or portions thereof completed by others if the Contractor shall not cure the default within Seventy-two (72) hours of written notice of the default. If others complete work, any additional cost caused by a higher bid price will be deducted from the original contractor's next payment, if any.

THIS IS A REQUIREMENTS CONTRACT

The Parks & Recreation Superintendent or designee has the authority to cancel at any time. The cancellation will be based upon need, prevailing weather conditions and available funding. It is assumed that the Contractor shall be notified of any cancellation(s) by the Parks & Recreation Superintendent no later than 48 hours prior to job to begin.

The Parks & Recreation Superintendent or designee reserves the right to rearrange the cycle and locations within the city at any time. This determination will be made by the City and communicated to the Contractor in writing, via e-mail or fax.

22. **Work Crew**

Each work crew shall have a designated person on the work site with the authority to respond to inquiries about work details or priorities.

The Contractor will assign only qualified, trained, competent and reliable personnel to perform the services. The City shall have the right to request the immediate removal from its premises of any employee of the Contractor or of the Contractor's subcontractors.

23. **Safety of Work Crew**

Contractor and his employees shall dress and remain dressed in a presentable fashion due to high public visibility of these employees. Should problems occur, Contractor will be advised of the circumstances and shall take appropriate action.

24. **Identification**

All Contractor vehicles under the performance of this Contract that are licensed for travel on public roads shall have the name of the Contractor neatly exhibited on each side of the vehicle. Vehicles shall park in areas that do not create potential hazardous traffic situations.

25. **Communication**

Contractor shall provide communication equipment as necessary to perform the services of this Contract. This may include 2-way radios, pagers, cellular phones, telephone answering devices, fax machine etc. The Contractor or his designate shall respond to communication requests from the Parks & Recreation Superintendent or designee, within four (4) hours during the normal working hours of 7:30 a.m. to 5:30 p.m.

Four-hour turnaround time for information between City and Contractor

Appendix B - Sanger Facilities

| | City Building | Address | Pest Treatment |
|----|---------------------|----------------------------|----------------|
| 1 | City Hall | 502 Elm St. | Y |
| 2 | Public Works | 301 Bolivar St. | Y |
| 3 | Parks & Recreation | 201 Bolivar St. | Y |
| 4 | Municipal Courts | 309 Bolivar St. | Y |
| 5 | Electric Department | 202 Railroad Dr. | Y |
| 6 | Water Department | 212 Railroad Dr. | Y |
| 7 | Wastewater | 300 Jones St. | Y |
| 8 | Parks Shop | 102 Bolivar St. | Y |
| 9 | Police Department | 209 N. 5 th St. | Y |
| 10 | Fire Department | 200 Elm St. | Y |
| 11 | Library | 501 Bolivar St. | Y |
| 12 | Historic Church | 403 N. 7 th St. | Y |
| 13 | Community Center | 101 Freese Dr. | Y |
| 14 | Senior Center | 200 Bolivar St. | Y |
| 15 | Museum | 511 N. 5 th St. | Y |

BIDDERS QUESTIONNAIRE

Any and all firms considering this contract, must complete and submit the information requested below. This is a part of the bid and bidders who fail to submit this information will be considered non-responsive.

CONTRACTOR NAME _____

PHYSICAL ADDRESS OF EQUIPMENT _____

TELEPHONE _____

FAX _____

EMAIL _____

DATE _____

24 hour Emergency Contact: Name: _____

24 Hour Emergency Telephone: _____

State the number of years your firm has provided Pest Control Services _____ Years.

State the number of employees who will be designated to work on this contract _____

1. What product will your company use is each City of Sanger building?

2. How will the product be installed?

EQUIPMENT LIST

(List all equipment you plan to dedicate to this project(s))

Attach a separate sheet if necessary. All equipment and product must be equipped with safe guards as outlined

by ANSI and OSHA.

Appendix C – Proposal

Submittal Checklist: (To determine validity of proposal)

_____ Appendix B (pages ___ through ___) must be included in the proposal submittal

_____ Appendix C Conflict of Interest Form (page ___) must be included in the proposal submittal.

_____ Form 1295 Certificate of Interested Party must be included in the proposal submittal.

| | | |
|---|--|--------------------|
| All proposals submitted to the City of Sanger shall include this page with the submitted Proposal. | | |
| Project Title: | Pest Control Services | |
| Submittal Deadline: | 4:00 P.M. (CST), Monday, April, 4 th , 2022 | |
| <u>Bidder Information:</u> | | |
| Bidder's Legal Name: | | |
| Address: | | |
| City, State & Zip | | |
| Federal Employers Identification Number # | | |
| Phone Number: | | Fax Number: |
| E-Mail Address: | | |
| <u>Bidder Authorization</u> | | |
| I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into a contract on behalf of the Bidder. | | |
| Printed Name and Position of Authorized Representative: _____ | | |
| Signature of Authorized Representative: _____ | | |
| Signed this _____ (day) of _____ (month), _____ (year) | | |

REQUIRED PROPOSAL INFORMATION

IN ORDER FOR A PROPOSAL TO BE CONSIDERED COMPLETE, AND TO BE EVALUATED FOR A CONTRACT AWARD BY THE CITY, BIDDER MUST SUBMIT ALL OF THE FOLLOWING INFORMATION:

1. **Proposed Products and/or Services**

- A. Product or Service Description: Bidders should utilize this section to describe the technical aspects, capabilities, features and options of the product and/or service proposed in accordance with the required Scope of Services as identified in Appendix A. Promotional literature, brochures, or other technical information may be used.
- B. Additional Hardware Descriptions: Bidders should also include in this section a detailed description of what additional hardware and/or software, if any, would be required by the City in order to fully utilize the goods and/or services proposed.
- C. Guarantees and Warranties: Each Bidder shall submit a complete copy of any warranties or guarantees provided by the manufacturer or Bidder with the Proposal submitted.
- D. Project Schedule/Delivery Date: Bidder must provide a project schedule noting all projected completion dates for segments of the Project, from start-up to completion.

2. **Cost of Proposed Products and/or Services**

Pricing shall reflect the full Scope of Services defined herein, inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit.

3. **Term of Contract and Option to Extend**

Any contract resulting from this RFP shall be effective for twelve months from date of award. The City anticipates that Contract shall be renewed pursuant to the availability of funds and at the discretion of the City. The following clauses shall be included in the contract:

- A. Option Clause: It is agreed that City will have the option to extend the contract for up to four (4) additional years, in one-year intervals. To exercise this option, the City shall serve notice 30 days prior to contract termination or to the end of any one-year extension. The Option to Extend will not be considered if funding is unavailable or if the contractor's past performance is not within the industry standard.
- B. Escalation Clause: Should market conditions prevail which dictate an increase, the successful contractor may submit documentation requesting permission to increase pricing no later than 30 days after receiving notice from the City of its intent to extend the agreement. Escalation may only occur at the time of renewal and only upon securing the approval of the City in writing. Requests for price adjustments must be solely for the purpose of accommodating an increase in the contractor's cost, not profits.

Vendors shall show in this quote their anticipated percent of escalation if/when the option to extend is exercised. The percent quoted will be a maximum. In addition, the percentage proposed will be a factor in determining the best value to the City. It is the average price over the period of the contract that will be the price factor considered in the evaluation of this quote. Quotes in which negative or no escalation is shown will be considered as 0% escalation.

C. Price Increases Upon Extension: If approved by the City, the Contractor shall modify the rates charged by the Contractor to reflect any changes shown in the comparative statement delivered to the City. The maximum increase allowed under this provision shall be three percent (3%) per year. The City shall have authority, in its reasonable discretion, to determine the validity of any change in Contractor's rates. City cannot exercise the Option to Extend with any price increases unless the Vendor completes the section of the Quote requesting anticipated percentage of annual escalation.

First Additional Year Escalation Percentage _____%

Second Additional Year Escalation Percentage _____%

Third Additional Year Escalation Percentage _____%

Fourth Additional Year Escalation Percentage _____%

4. **Bidder's Experience / Staff**

A. Project Team: Identify all members of the Bidder's team (including both team members and management) who will be providing any services proposed and include information which details their experience.

B. Removal or Replacement of Staff: If an assigned staff person must be removed or replaced for any reason, the replacement person must be approved by City prior to joining the project.

C. Business Establishment: State the number of years the Bidder's business has been established and operating. If Bidder's business has changed names or if the principals operating the business operate any similar businesses under different names, or have operated any other businesses or changed the legal status or form of the business within the last five (5) years, all names, of predecessor business names, affiliated entities, and previous business entities operated by the principals, if different than present, must be provided;

State the number of years' experience the business has: _____; and the number of employees: _____.

D. Project Related Experience: All Proposals must include detailed information that details the Bidder's experience and expertise in providing the requested services that demonstrates the Bidder's ability to logically plan and complete the requested project.

5. **References**

Bidder shall provide four (4) references where Bidder has performed similar to or the same types of services as described herein.

Reference #1:

| | |
|----------------------------------|----------------|
| Client / Company Name: | |
| Contact Name: | Contact Title: |
| Phone: | Email: |
| Date and Scope of Work Provided: | |

Reference #2:

| | |
|----------------------------------|----------------|
| Client / Company Name: | |
| Contact Name: | Contact Title: |
| Phone: | Email: |
| Date and Scope of Work Provided: | |

Reference #3:

| | |
|----------------------------------|----------------|
| Client / Company Name: | |
| Contact Name: | Contact Title: |
| Phone: | Email: |
| Date and Scope of Work Provided: | |

Reference #4:

| | |
|----------------------------------|----------------|
| Client / Company Name: | |
| Contact Name: | Contact Title: |
| Phone: | Email: |
| Date and Scope of Work Provided: | |

6. Trade Secrets and/or Confidential Information

Trade Secrets and/or Confidential Information: This proposal ___ (does) ___ (does not) contain trade secrets and/or confidential information. If applicable, describe such trade secrets and confidential information, and the basis for your assertion that such material qualifies for legal protection from disclosure.

7. Federal, State and/or Local Identification Information

A. Centralized Master Bidders List registration number: _____.

B. Prime contractor HUB / MWBE registration number: _____.

C. An individual Bidder acting as a sole proprietor must also enter the Bidder's Social Security Number:
_____ - _____ - _____.

8. **Emergency Business Services Contact Notice**

During a natural disaster, or homeland security event, there may be a need for the City of Sanger to access your business for products or services after normal business hours and/or holidays.

For this purpose, a primary and secondary emergency contact name and phone number are required. It is critical the vendor's emergency contact information remains current. City shall be contacted by E-mail with any change to a contact name or phone number of these emergency contacts. Updates may be emailed to rnolting@sangertexas.org

All products or services requested during an emergency event are to be supplied as per the established contract prices, terms and conditions. The vendor shall provide the fee (pricing) for an after-hours emergency opening of the business, if any. In general, orders will be placed using a City of Sanger City issued Purchase Order.

The contractor shall provide the names, phone numbers and fee (pricing), if any, for an after-hours emergency opening of the business listed below.

Business Name: _____

Contract #: _____

Description: _____

Primary Contact (Name): _____

Primary Contact Phone Numbers: Home: _____ Cell: _____

Secondary Contact (Name): _____

Secondary Contact Phone Numbers: Home: _____ Cell: _____

After Hours emergency opening fee, if applicable: \$ _____

9. **Cooperative Governmental Purchasing Notice**

Other governmental entities maintaining interlocal agreements with the City, may desire, but are not obligated, to purchase goods and services defined in this RFP from the successful Bidder. All purchases by governmental entities, other than the City, will be billed directly to and paid by that governmental entity. The City will not be responsible for another governmental entity's debts. Each governmental entity will place their own orders with the successful Bidder and be responsible for ensuring full compliance with the RFP specifications. Prior to other governmental entities placing orders, the City will notify the successful Bidder of their intent.

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City.

Yes, Others can purchase No, Only the City can purchase

CONTRACT TERMS AND CONDITIONS

EXCEPT WHERE BIDDER MAKES SPECIFIC EXCEPTION IN THE SUBMITTED PROPOSAL, ANY CONTRACT RESULTING FROM THIS RFP WILL CONTAIN THE FOLLOWING TERMS AND CONDITIONS, WHICH BIDDER HEREBY ACKNOWLEDGES, AND TO WHICH BIDDER AGREES BY SUBMITTING A PROPOSAL:

1. **Delivery of Products and/or Services**

- A. Payment Terms: Unless otherwise specified in the Scope of Services or otherwise agreed to in writing by the City, payment terms for the City are Net 30 days upon receipt of invoice.
- B. Warranty of Products and Services: All products furnished under this contract shall be warranted to be merchantable and good quality and fit for the purposes intended as described in this Proposal, to the satisfaction of City and in accordance with the specifications, terms, and conditions of the Scope of Services, and all services performed shall be warranted to be of a good and workmanlike quality, in addition to, and not in lieu of, any other express written warranties provided.
- C. Late Delivery or Performance: If Bidder fails to deliver acceptable goods or services within the timeframes established in the Project Schedule, the City shall be authorized to purchase the goods or services from another source and assess any increase in costs to the defaulting Bidder, who agrees to pay such costs within ten days of invoice.
- D. Title to Goods and Risk of Loss: For goods to be provided by Bidders hereunder, if any, the title and risk of loss of the goods shall not pass to City until City actually receives, takes possession, and accepts the goods and the installation of such goods, has tested the system, and determined that it is in good and acceptable working order.

2. **Miscellaneous**

- A. Independent Contractor: Bidder agrees that Bidder and Bidder's employees and agents have no employer-employee relationship with City. Bidder agrees that if Bidder is selected and awarded a contract, City shall not be responsible for the Federal Insurance Contribution Act (FICA) payments, Federal or State unemployment taxes, income tax withholding, Workers Compensation Insurance payments, or any other insurance payments, nor will City furnish any medical or retirement benefits or any paid vacation or sick leave.
- B. Assignments: The rights and duties awarded the successful Bidder shall not be assigned to another without the written consent of the Parks & Recreation Superintendent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.
- C. Liens: Bidder shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided to the City by Bidder or Bidder's vendor(s), and if the City requests, a proper release of all liens or satisfactory evidence of freedom from liens shall be delivered to the City.
- D. Gratuities / Bribes: Bidder certifies that no bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Bidder, or its agent or representative, to any City officer, employee or elected representative, with respect to this RFP or any contract with the City, and that if any such bribe is found to have been made this shall be grounds for voiding of the contract.
- E. Financial Participation: Bidder certifies that it has not received compensation from the City to participate in preparing the specifications or RFP on which the Proposal is based and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

- i. Bodily Injury & Property Damage
Combined Single Limit: \$1,000,000
- ii. Medical Payments: \$ 5,000 Per Person
- iii. Uninsured/Underinsured Motorist \$100,000

Prior to the execution of any awarded contract by the City, the successful Bidder shall forward Certificates of Insurance to the Purchasing Manager. The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the City of Sanger, Texas at 502 Elm Street, Sanger, Texas 76266.

A. Indemnification: Bidder agrees to defend, indemnify and hold harmless the City, all of its officers, Council members, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including reasonable attorneys' fees, court costs and related expenses, arising out of, connected with, or resulting from any acts or omissions of Bidder or any agent, employee, subcontractor, or supplier of Bidder in the execution or performance of this contract without regard to whether such persons are under the direction of City agents or employees.

B. Texas Local Government Code Chapter 252, as amended, provides that for any contract for the construction of public works, a Bidder must execute a bond that is: (a) in the full amount of the contract price, and (b) conditioned that the contractor will faithfully perform the contract; and (c) executed, in accordance with Texas Government Code Ch. 2253, as amended, by a surety company authorized to do business in the state.

1. Texas Government Code Ch. 2253, as amended, provides that a payment bond is required if the contract is in excess of \$25,000 and is to be made for the full amount of the contract. A performance bond is required if the contract is in excess of \$100,000 and is to be made for the full amount of the contract.
2. The bonds are to be executed and delivered to the City prior to being recommended for award of the Contract. The bonds must be executed by a corporate surety or sureties authorized to do business in the state of Texas. For unit price contracts, the total contract price shall be estimated and calculated by multiplying the estimated quantities to the Bidder's unit proposal price.
3. If the public works contract is less than \$100,000, the performance bond will not be required as long as the contract provides that payment is not due until the work is completed and accepted by the City.

This Agreement shall take effect upon execution by the signatories and shall be in effect from date of execution until completed or terminated by either party with thirty (30) written notice.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers.

Vender

City of Sanger

Signed

Signed

Printed Name

Printed Name

Printed Title

Printed Title

Date

Date

Approved as to Form

City Attorney

Conflicts of Interest

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at:

<https://ethics.state.tx.us/forms/CIQ.pdf>

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

| Local Government Officer | Title |
|--------------------------|-------------------------------|
| Thomas Muir | Mayor |
| Marissa Barrett | Councilmember |
| Gary Bilyeu | Councilmember |
| Dennis Dillon | Councilmember |
| Allen Chick | Councilmember |
| Victor Gann | Councilmember |
| John Noblitt | City Manager |
| Alina Ciocan | Assistant City Manager |
| Jeriana Staton | Human Resources |
| Hugh Coleman | City Attorney |
| Waylan Rhodes | Police Chief |
| John Payne | 4B Economic Development Board |
| Eddie Piercy | 4B Economic Development Board |
| Beverly Howard | 4B Economic Development Board |
| Jeff Springer | 4B Economic Development Board |
| Carrie Bilyeu | 4B Economic Development Board |
| William Lascor | 4B Economic Development Board |
| Stephanie Wood | 4B Economic Development Board |
| Sue Allison | 4A Economic Development Board |
| Nancy McAlister | 4A Economic Development Board |
| Shannon Gann | 4A Economic Development Board |
| Drew Hall | 4A Economic Development Board |
| Christopher Kundrock | 4A Economic Development Board |
| Shani Bradshaw | Economic Development Director |

| Local Government Officer | Title |
|--------------------------|-----------------------------------|
| Ramie Hammonds | Development Services Director |
| David Pennington | Fire Chief |
| Clayton Gray | Finance Director |
| James Bolz | Public Works Director |
| Ryan Nolting | Parks & Recreation Superintendent |
| Audrey Tolle | Library Director |

| | |
|---------------|---|
| Kelly Edwards | City Secretary |
| Christy Dyer | Court Administrator Deputy City Secretary |

EXCLUSIONS: A questionnaire statement need not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file a “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding “employment or business relationships” with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.

WHEN: The person or business must file:

1. The questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or bids, correspondence, or other writing related to a potential contract or agreement with the City; and
2. An updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.

It does not matter if the submittal of a bid or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

ENFORCEMENT: Failure to file a questionnaire is a Class C misdemeanor punishable by a fine not to exceed \$500. It is an exception to prosecution that the person files a FORM CIQ not later than seven business days after the person received notice of a violation.

Appendix D – No Intent to Submit Form

If your firm has chosen not to submit a proposal for this procurement, please complete this form and submit to:

City of Sanger
Parks & Recreation Department
502 Elm Street
Sanger, Texas 76266

Please check all items that apply:

- Do not sell the item(s) required
- Cannot be competitive
- Cannot meet specifications highlighted in the attached request
- Job too large
- Do not wish to do business with the City of Sanger
- Cannot provide Insurance required
- Cannot provide Bonding required
- Cannot comply with Indemnification requirement
- Job too small
- Other: _____

Company Name (Please print): _____

Authorized Officer Name (Please print): _____

Telephone: (____) _____ Fax: (____) _____

AGENDA MEETING DATE: March 7, 2022

TO: John Noblitt, City Manager

FROM: Ryan Nolting

ITEM/CAPTION:

REQUEST FOR PROPOSAL (RFP) FOR BRUSH COLLECTION AND DISPOSAL SERVICE FOR THE CITY OF SANGER

Consider a Request for Proposal (RFP) for professional services for Brush Collection and Disposal Services for the City of Sanger. (Nolting)

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

The City of Sanger would like to enter into an agreement/contract with a Brush Collection and Disposal company to service the City of Sanger and its residence. Currently, no agreement/contract is in place. The Parks Division is called out to each area/resident as needed for collection.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

Legal has reviewed the Request for Proposals.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval.

AGENDA MEETING DATE: March 7, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

PUBLIC HEARING SANGER LODGING ADDITION - REPLAT

Conduct a public hearing on a Replat of Block 1 Lot 1R-1 and Lot 1R-2, of the Sanger Lodging Addition, within the City of Sanger, being approximately 2.637 acres and generally located on the east side of I-35 and approximately 769 feet south of the intersection of FM 455 and I-35 frontage road. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Other: Public Hearing

BACKGROUND:

The applicant is proposing to replat Block 1 Lot 1R-1, Lot 1R-2, of the Sanger Lodging Addition, within the City of Sanger, in order to create an additional commercial lot. The site is currently the Holiday Inn Express location. By replating the lot, it will allow for an additional commercial lot along the I-35 Frontage Rd. The site is zoned B-2. Staff mailed 29 public hearing notices to the owners within 200 feet of the subject property. No responses were received at the time of this report.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

Planning & Zoning took no action due to lack of quorum.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

N/A

AGENDA MEETING DATE: March 7, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

SANGER LODGING ADDITION - REPLAT

Consider a Replat of Block 1 Lot 1R-1 and Lot 1R-2, of the Sanger Lodging Addition, within the City of Sanger, being approximately 2.637 acres and generally located on the east side of I-35 and approximately 769 feet south of the intersection of FM 455 and I-35 frontage road. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

The applicant is proposing to replat Block 1 Lot 1R-1, Lot 1R-2 2, of the Sanger Lodging Addition, within the City of Sanger, in order to create an additional commercial lot. The site is currently the Holiday Inn Express location. By replating the lot, it will allow for an additional commercial lot along the I-35 Frontage Rd. The site is zoned B-2. Staff mailed 29 public hearing notices to the owners within 200 feet of the subject property. No responses were received at the time of this report.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

Planning & Zoning took no action due to no quorum.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

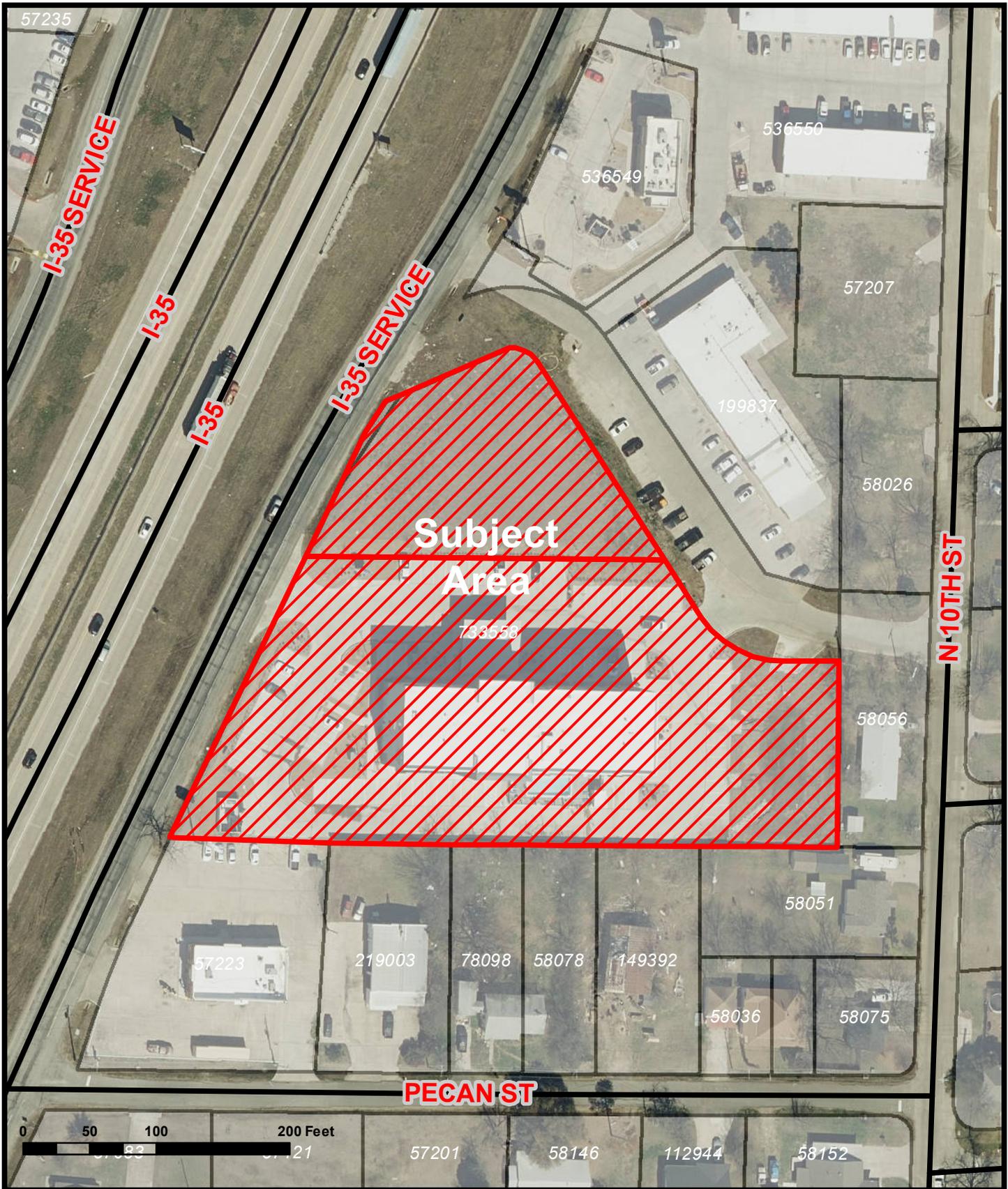
N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL.

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------|-------------|------------|
| Location Map | 2/24/2022 | Cover Memo |
| Application | 2/24/2022 | Cover Memo |
| Letter of Intent | 2/24/2022 | Cover Memo |
| Replat | 2/28/2022 | Cover Memo |



Project Name: Sanger Lodging Replat
 600 N Stemmons
 Project: 22SANZON-0002

 City Limits  Exhibits

DISCLAIMER:
 This map was generated by GIS data provided by the Sanger GIS Department. The City of Sanger does not guarantee the correctness or accuracy of any features on this map. These map products are for illustration purposes only and are not suitable for site-specific decision making. GIS data is subject to constant changes, and may not be complete, accurate or current.
 Date: 1/29/2022 4:59:25 PM
 Doc Name: 22SANZON-0002_SangerLodgingReplat



SANGER

★ TEXAS

SUBDIVISION APPLICATION

Preliminary Plat
Minor Plat

Final Plat/Replat
Amended Plat

Vacating Plat
Conveyance Plat

Applicant

Owner (if different from applicant)

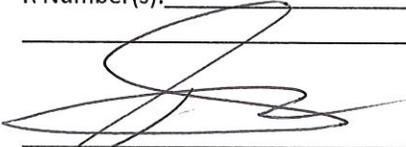
| | |
|---|-------------------|
| Name: <u>DEV SURIAI</u> | Name: |
| Company: <u>SANGER LODGING LLC</u> | Company: |
| Address: <u>600 N. STEMMONS ST</u> | Address: |
| City, State, Zip: <u>SANGER, TX 76264</u> | City, State, Zip: |
| Phone: <u>940-206-2001</u> | Phone: |
| Fax: | Fax: |
| Email: <u>DEV@NTXHOTELS.COM</u> | Email: |

Submittal Checklist

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

Supporting Materials (List if provided): _____

R Number(s): _____



Owner's Signature

1/18/21

Date

Applicant's Signature

Date

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

| | |
|--|--|
| Complete (Check # <u>1495</u>) <u>639.00</u> | |
| Incomplete (Returned to Applicant ___/___/___) | |

City of Sanger

201 Bolivar / P.O. Box 1729

Sanger, TX 76266

940-458-2059 (office)

940-458-4072 (fax)

www.sangertexas.org

notification



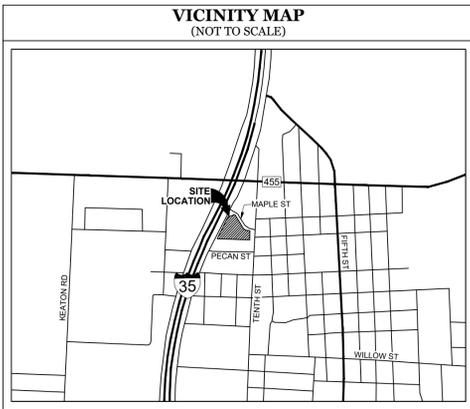
Letter of Intent

| | |
|---------------|------------------------------------|
| Date: | January 18, 2022 |
| Plat Type: | Replat |
| Project Name: | Sanger Lodging Addition |
| Location: | 600 N Stemmons Fwy, Sanger, TX |
| Acreage: | 2.64 Acres |
| Zoning: | B-2 Business |
| Distribution: | City of Sanger Planning Department |

Replat – Sanger Lodging

The purpose of this plat is to create two lots of record from the existing Lot 1, Block 1 of the Sanger Lodging Addition.

City of Sanger Planning Department



- GENERAL NOTES**
- The purpose of this replat is to split the existing lot into two separate lots.
 - This property is located in "Non-shaded Zone X" according to the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 as shown on Map Number 48121C0210G.
 - The grid coordinates shown on this plat are based on GPS observations utilizing the AllTerra RTKNET Cooperative network. NAD 83(2011) State Plane Coordinate System (Texas North Central Zone - 4202).
 - Notice: Selling a portion of this addition by metes and bounds is a violation of City Ordinance and State Law, and is subject to fines and withholding of utilities and building permits.
 - All interior property corners are marked with a 1/2-inch iron rod with a green plastic cap stamped "EAGLE SURVEYING" unless noted otherwise.
 - The bearings shown on this plat are based on GPS observations utilizing the AllTerra RTKNET Cooperative network. NAD 83(2011) Datum.
 - Water and Sanitary Sewer, are provided by the City of Sanger, PO Box 1729, Sanger, TX 76266, 940-458-2571. Electric Service is provided by Sanger Electric Utilities, 202 Railroad Ave., Sanger, TX 76266, 940-458-2064.
 - All lots comply with the minimum size requirements of the zoning district.
 - This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
 - All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common area with in the City's right-of-way will require a facilities agreement, to be reviewed and approved by the City.
 - This plat does not alter or remove existing deed restrictions, if any, on this property.
 - Minimum finished floor elevations are at least 2 feet above the 100 year floodplain.
 - This property is zoned B-2.

CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DENTON §

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

PRELIMINARY
this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

Matthew Raabe, R.P.L.S. # 6402

Date _____

STATE OF TEXAS §
COUNTY OF DENTON §

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

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2021.

Notary Public in and for the State of Texas

| LINE | BEARING | DISTANCE |
|------|---------------|----------|
| L1 | N 64°10'58" W | 10.00' |
| L2 | S 00°34'12" W | 16.86' |
| L3 | N 00°34'12" E | 34.22' |
| L4 | S 64°10'58" E | 31.45' |
| L5 | S 32°35'29" E | 67.46' |

| CURVE | ARC LENGTH | RADIUS | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|------------|--------|-------------|---------------|--------------|
| C1 | 33.82' | 24.76' | 78°15'23" | S 73°26'46" E | 31.25' |
| C2 | 74.09' | 76.57' | 55°26'14" | S 62°14'36" E | 71.23' |
| C3 | 11.01' | 30.00' | 21°02'04" | N 40°07'07" W | 10.95' |
| C4 | 23.71' | 14.24' | 95°22'07" | S 67°37'15" W | 21.06' |
| C5 | 60.34' | 30.00' | 115°14'50" | N 58°11'37" E | 50.67' |
| C6 | 11.01' | 30.00' | 21°02'04" | S 88°14'48" E | 10.95' |
| C7 | 50.36' | 96.57' | 29°52'46" | S 49°15'10" E | 49.79' |

LEGEND

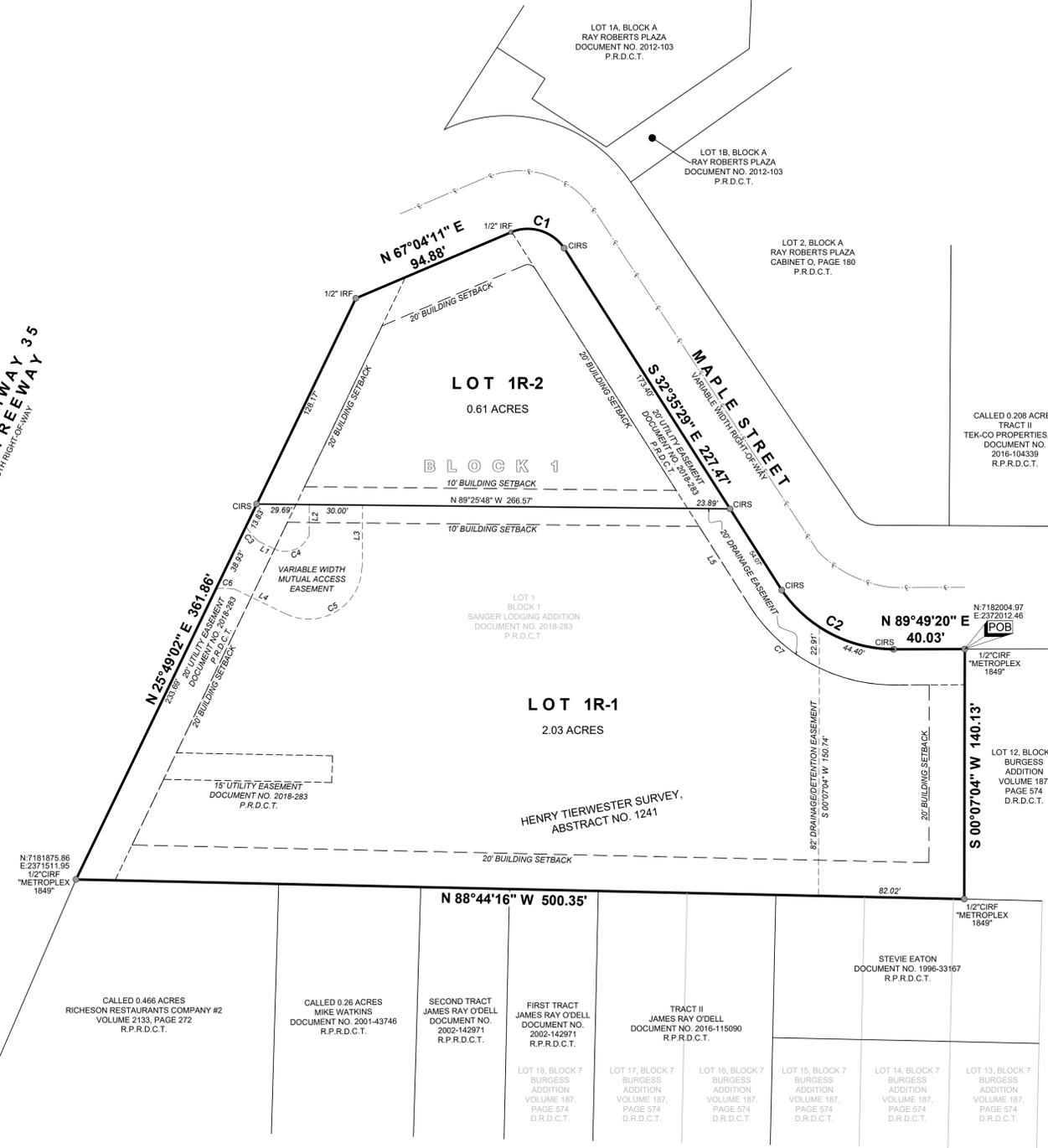
POB = POINT OF BEGINNING
CIRS = CAPPED IRON ROD SET
CIRF = CAPPED IRON ROD FOUND
D.R.D.C.T. = DEED RECORDS DENTON COUNTY, TEXAS
R.P.R.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
P.R.D.C.T. = PLAT RECORDS DENTON COUNTY, TEXAS

Project 2003.042-01
Date 04/28/2020
Revised 02/09/2022
Drafter TR

EAGLE SURVEYING, LLC
210 S. Elm Street, Suite: 104
Denton, TX 76201
(940) 222-3009
TX Firm #10194177

SURVEYOR
Eagle Surveying, LLC
Contact: Tyler Rank
210 S. Elm Street, Suite: 104
Denton, TX 76201
(940) 222-3009

OWNER
Sanger Lodging, LLC
Contact: Dev Surati
1400 N Stemmons Freeway
Sanger, TX 76266
(940) 206-2001



APPROVED AND ACCEPTED

CITY OF SANGER
DENTON COUNTY, TEXAS

Chairman, Planning & Zoning Commission _____ Date _____
Mayor, City of Sanger, Texas

Thomas Muir _____ Date _____
Mayor, City of Sanger, Texas

ATTEST:

Kelly Edwards, City Secretary _____ Date _____
City of Sanger, Tx

OWNER'S CERTIFICATE & DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

We, the undersigned owner of the land shown on this plat within the area described by metes and bounds as follows:

Being a 2.64 acre tract of land situated in the Tierwester Survey, Abstract Number 1241, Denton County, Texas and being all of Lot 1, Block 1 of Sanger Lodging Addition, recorded in Document Number 2018-283 of the Plat Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap stamped "METROPLEX 1849" found at the Northeast corner of said Sanger Lodging Addition and the common Northwest corner of Lot 12, Block 7 of the Burgess Addition, recorded in Volume 187, Page 574 of the Plat Records of Denton County, Texas and also being in the South Right-of-Way (R.O.W.) line of Maple Street (a variable width R.O.W.);

THENCE S 00°07'04" W, with the East line of said Sanger Lodging Addition and the common West line of said Lot 12, Block 7, a distance of 140.13 feet to a 1/2" iron rod with cap stamped "METROPLEX 1849" found at the Southeast corner of said Sanger Lodging Addition and the common Southwest corner of said Lot 12, Block 7 and also being in the North line of a tract of land described in deed to Stevie Eaton recorded in Document Number 1996-33167 of the Real Property Records of Denton County, Texas;

THENCE N 88°44'16" W, with the South line of said Sanger Lodging Addition, a distance of 500.35 feet to a 1/2" iron rod with cap stamped "METROPLEX 1849" found at the Southwest corner of said Sanger Lodging Addition and the common Northwest corner of a tract of land described in deed to Richeson Restaurants Company #2 and also being in the East R.O.W. line of Interstate Highway 35/Stemmons Freeway (a variable width R.O.W.);

THENCE N 25°49'02" E, with the West line of said Sanger Lodging Addition and the common East R.O.W. line of said Interstate Highway 35/Stemmons Freeway, a distance of 361.86 feet to a 1/2" iron rod found at the Northwest corner of said Sanger Lodging Addition, at the intersection of the East R.O.W. line of said Interstate Highway 35/Stemmons Freeway and the South R.O.W. line of said Maple Street.

THENCE with the North line of said Sanger Lodging Addition and the South R.O.W. line of said Maple Street the following courses and distances:

N 67°04'11" E, a distance of 94.88 feet to a 1/2" iron rod found;

With a non-tangent curve to the right having a radius of 24.76 feet, a delta angle of 78°15'23", a chord bearing of S 73°26'46" E, a chord length of 31.25 feet, and an arc length of 33.82 feet to a 1/2" iron rod found;

S 32°35'29" E, a distance of 227.47 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;

With a non-tangent curve to the left having a radius of 76.57 feet, a delta angle of 55°26'14", a chord bearing of S 62°14'36" E, a chord length of 71.23 feet, and an arc length of 74.09 feet to a 1/2" iron rod with cap stamped "EAGLE SURVEYING" set;

N 89°49'20" E, a distance of 40.03 feet to the **POINT OF BEGINNING** and containing 2.64 acres of land more or less.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

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

WITNESS MY HAND THIS _____ DAY OF _____, 2022.

SANGER LODGING, LLC, a Texas limited liability company, owner

BY: _____ Date _____
Dev Surati
Managing Member

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority, on this day personally appeared **DEV SURATI**, Managing Member of SANGER LODGING, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this _____ day of _____, 2021.

Notary Public in and for the State of Texas

REPLAT
SANGER LODGING
ADDITION
LOTS 1R-1 & 1R-2, BLOCK 1
2.64 ACRES

REPLAT OF LOT 1, BLOCK 1 OF SANGER LODGING ADDITION,
RECORDED IN DOCUMENT NO. 2018-283 P.R.D.C.T.,
HENRY TIERWESTER SURVEY, ABSTRACT No. 1241,
CITY OF SANGER, DENTON COUNTY, TEXAS

AGENDA MEETING DATE: March 7, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

VINSON ACRES ADDITION - MINOR PLAT

Consider a Minor Plat of Lot 1, Block A of Vinson Acres Addition, being 9.728 acres, in the City of Sanger's ETJ, and generally located on Sam Bass Rd, 1804 feet south of FM 455. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

The applicant is proposing to create 1 lot of 9.728 acres, from 2 unplatted tracts. The lot currently has access from Sam Bass Rd and will have approximately 493 feet of frontage on the public ROW. The applicant is dedicating 0.269 acres of right-of-way along Sam Bass Rd. The property is located in the City of Sanger ETJ and therefore no zoning regulations apply. The property meets City of Sanger Subdivision Regulations.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

Planning & Zoning took no action due to lack of quorum.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

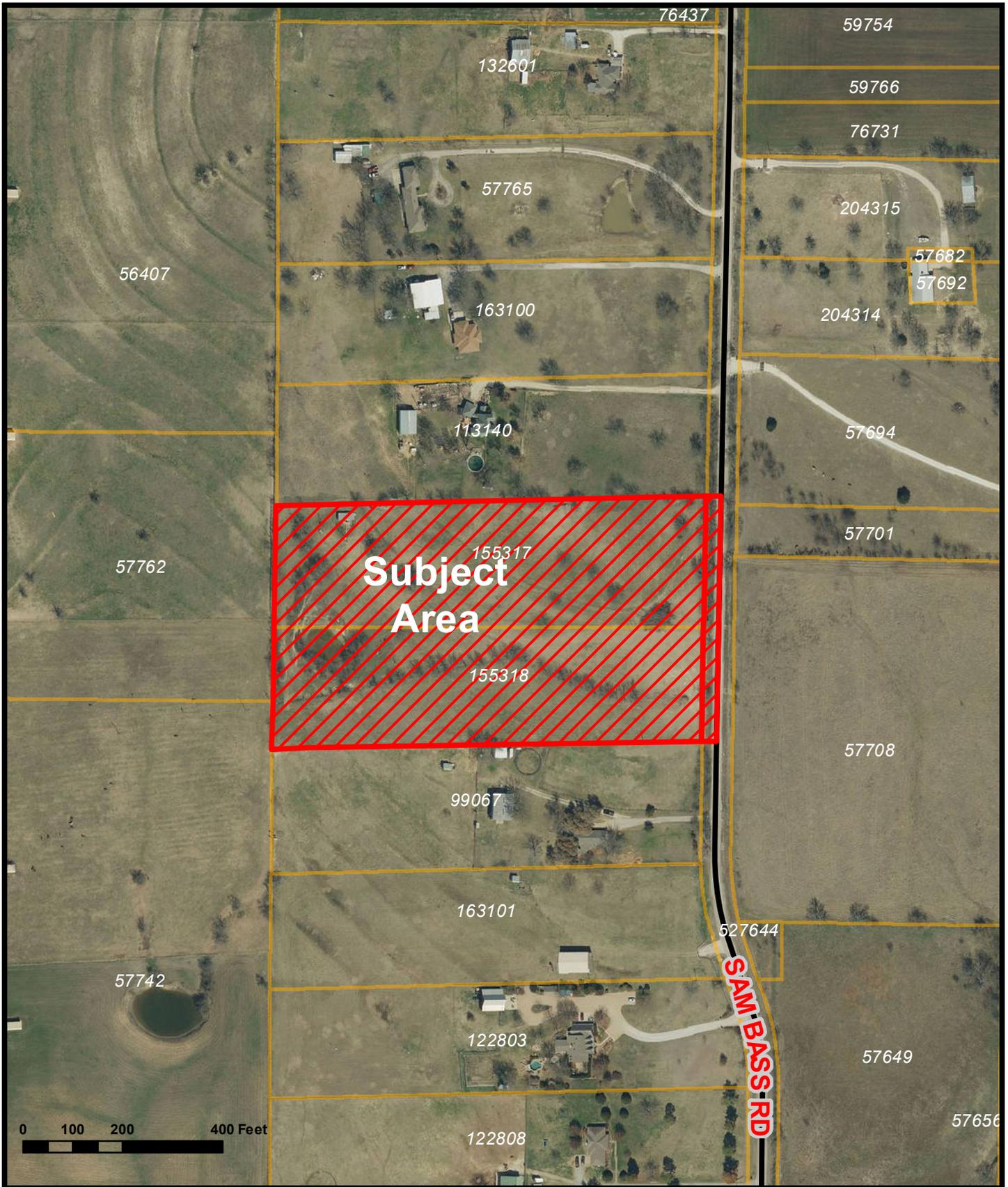
N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL.

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------|-------------|------------|
| Location Map | 2/28/2022 | Cover Memo |
| Application | 2/24/2022 | Cover Memo |
| Letter of Intent | 2/24/2022 | Cover Memo |
| Minor Plat | 2/28/2022 | Cover Memo |



Project Name: Vinson Acres Addn
 Minor Plat
 Project: 22SANZON-0004

City Limits Exhibits

DISCLAIMER:
 This map was generated by GIS data provided by the Sanger GIS Department. The City of Sanger does not guarantee the correctness or accuracy of any features on this map. These map products are for illustration purposes only and are not suitable for site-specific decision making. GIS data is subject to constant changes, and may not be complete, accurate or current.
 Date: 1/29/2022 5:06:13 PM
 Doc Name: 22SANZON-0004_VinsonAcresAddn_MinorPlat



SUBDIVISION APPLICATION

| | |
|-------------------------------------|--------------------------|
| | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Preliminary Plat
Minor Plat

| | |
|--------------------------|--------------------------|
| | |
| <input type="checkbox"/> | <input type="checkbox"/> |

Final Plat/Replat
Amended Plat

| | |
|--------------------------|--------------------------|
| | |
| <input type="checkbox"/> | <input type="checkbox"/> |

Vacating Plat
Conveyance Plat

Applicant

Owner (if different from applicant)

| | |
|---|-------------------|
| Name: <u>CLINTON J. VINSON</u> | Name: |
| Company: | Company: |
| Address: <u>8802 BERNARD RD</u> | Address: |
| City, State, Zip: <u>SANGER, TX 76266</u> | City, State, Zip: |
| Phone: <u>(214) 998-9454</u> | Phone: |
| Fax: <u>—</u> | Fax: |
| Email: <u>cvinson@meritprofessional.com</u> | Email: |

Submittal Checklist

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

Supporting Materials (List if provided): _____

R Number(s): 155317 + 155318



Owner's Signature

1/20/2022

Date

Applicant's Signature

Date

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

| | |
|--|--|
| Complete (Check # _____) | |
| Incomplete (Returned to Applicant ___/___/___) | |

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

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

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

- North point, written and graphic scale, and date.
- 3"x3" recording box at the lower right hand corner.
- A Title Block with the following information shall be provided on each page:
 - 1) Plat Type (ex: "Final Plat", "Preliminary Plat", etc.)
 - 2) Name of the proposed development/addition/subdivision
 - 3) Total number of lots and HOA/Open Space lots
 - 4) Survey name and abstract number
 - 5) Gross acreage
 - 6) Right-of-Way acreage, if dedicated
 - 7) Date of preparation and subsequent revisions
- Standard Notation to be added on the plat:
 - 1) "All lots comply with the minimum size requirements of the zoning district."
 - 2) "This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due."
 - 3) "All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common area within the City's right-of-way will require a facilities agreement, to be reviewed and approved by the City."
 - 4) "Notice – selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits."
 - 5) "This plat does not alter or remove existing deed restrictions, if any, on this property."
 - 6) "Minimum finished floor elevations are at least 2 feet above the 100 year flood plain."
 - 7) "The subject property does not lie within a 100 – year floodplain according to Community Panel No. _____, dated _____, of the National Flood Insurance Rate Maps for Denton County, Texas."
 - 8) "The purpose of this plat is _____ [state the purpose] _____"
 - 9) "Bearings are based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83)"
- The name, address and phone number of all utilities providing service to the development is required. A signature from each provider or a will-serve letter, signifying their ability to provide service to the subdivision is required.
- Location map showing existing and proposed streets and thoroughfares covering an area at least one thousand feet (1000') outside the proposed subdivision.
- One paper copy (24"x36") and one soft copy (pdf) of approved civil/construction plans, along with GIS/CAD files for all approved public improvements on a CD/DVD.
- N/A For Conveyance Plats Only: All conveyance plats must be titled "Conveyance Plat" and carry the following text:

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

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

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

*"State of Texas
County of Denton*

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

(Engineer or Surveyor's Seal)

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

Date"

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

*"State of Texas
County of Denton*

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

(Metes and Bounds Description of Boundary)

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

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

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

_____, **Owner**

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

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

*"State of Texas
County of Denton*

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

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

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires _____."

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

"Approved and Accepted

*Chairman, Planning & Zoning Commission
City of Sanger, TX*

Date

*Mayor
City of Sanger, TX*

Date

Attested by

*City Secretary
City of Sanger, TX"*

Date



PLAT SUBMITTALS ONLY ACCEPTED ON MONDAYS

Final Plat/Replat Completed Plat Application Checklist

1. Bar scale, scale, north arrow,
2. Point of Beginning (POB) showing State Plane Coordinates (NAD '83)
3. Benchmarks are required – minimum of 2 locations per subdivision and an additional benchmark for every additional 20 acres.
4. Plat title block, plat name, plat preparation date (title block shall be 2" x 3" in lower right corner)
5. Subdivision/Owner name and address
6. Surveyors/Engineers Certification, sealed
7. Owner certification / Plat dedication
8. County Judges signature block – lower right above the title block
9. Vicinity map (labeled "NTS", oriented and showing at least two nearby major thoroughfares)
10. Adjacent property information (owners name, recording volume and page, recorded lots.
11. Project boundary in bold weight
12. Lot lines, easement lines, right-of-way lines clearly shown on plat
13. 16' utility easement along the right-of-way clearly shown on plat
14. Each lot shall have a minimum of 60' frontage
15. Each lot shall have a 30' set back line
16. Sequential lot and block numbering
17. Identify items used for Block and Boundary Corners/Monuments
18. Overall, centerline and radii measurements of all ROW
19. City limits and/or ETJ boundaries
20. Identification of open spaces or HOA lots
21. Identification of flood plain
22. Identification of any remaining portions of lots
23. Lot areas and widths in conformance to Denton County Subdivision Rules and Regulations
24. Recording information for easements
25. For Replat or Amending Plats – indicate the reason
26. Add - Standard Notes

| | | |
|--|---|---|
| <input checked="" type="checkbox"/> Utilities | <input checked="" type="checkbox"/> Easements | <input checked="" type="checkbox"/> Engineering |
| <input checked="" type="checkbox"/> General | <input checked="" type="checkbox"/> Maintenance | |
| <input checked="" type="checkbox"/> Floodplain | <input checked="" type="checkbox"/> Drainage | |
| <input checked="" type="checkbox"/> Lake Ray Roberts | <input checked="" type="checkbox"/> Private Streets | |

N/A

REFERENCE: Denton County Subdivision Rules & Regulations can be found online at:
<https://www.dentoncounty.gov/DocumentCenter/View/1567/Subdivision-Rules-and-Regulations-PDF>.



Standard Plat Notes

UTILITIES

- Sanitary sewer to be handled by facilities approved by the Denton County Public Health Department.
- All utility providers' names, addresses and phone numbers or will serve letters.

EASEMENTS

- All surface drainage easements shall be kept clear of fences, buildings, foundations, plantings, and other obstructions to the operation and maintenance of the drainage facility.

GENERAL

- Construction not complete within two years of the Commissioners Court approval shall be subject to current County Subdivision Rules and Regulations.
- A driveway culvert must be obtained from Development Services by the owner of each lot prior to the construction, installation or placement of any driveway access improvements within the dedicated right-of-way.
- The City of Denton does not approve plats for property located in their Division 2 ETJ based on an ICA with Denton County regarding platting in the ETJ.

MAINTENANCE

- The maintenance of paving, grading and drainage improvements and/or easements show on this plat are the responsibility of the individual property owners and do not constitute acceptance of same for maintenance purposes by Denton County.

FLOODPLAIN

- No construction, without written approval from Denton County shall be allowed within an identified "FIRM" floodplain area, and then only after a detailed floodplain development permit including engineering plans and studies show that no rise in the Base Flood Elevation (BFE) will result, that no flooding will result, that no obstruction to the natural flow of water will result; and subject to all owners of the property affected by such construction becoming a party to the request. Where construction is permitted, all finished floor elevations shall be a minimum of two-foot above the 100-year flood

DRAINAGE

- Blocking the flow of water or construction improvements in surface drainage easements, and filling or obstructing the floodway is prohibited.
- Denton County will not be responsible for any damage, personal injury or loss of life or property occasioned by flooding or flooding conditions.
- The existing creeks or drainage channels traversing along or across the addition will remain as open channels and will be maintained by the individual property owners of the lot or lots that are traversed by or adjacent to the drainage courses along or across the lots.

LAKE RAY ROBERTS

- For those properties located within the Lake Ray Roberts Planning and Zoning Jurisdiction, the following note must be added: "These properties are located within the Lake Ray Roberts Land Use Ordinance jurisdiction and are subject to the ordinance. This property is zoned ____." All setback lines must be shown on the plat.

PRIVATE STREETS

- Denton County shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas and open spaces; and the owners shall be responsible for the maintenance of private streets, drives, emergency access easements, recreation areas and open spaces, and said owners agree to indemnify and hold harmless Denton County, from all claims, damages and losses arising out of or resulting from performance of the obligations of said owners set forth in this paragraph.

ENGINEERING

- When engineering plans are provided, the engineer shall execute on the face of the plat the following statement:
"I _____, a Texas Licensed Engineer, do hereby affirm that to the best of my knowledge, information and belief and based upon the information provided, the drainage improvements shown on this plat will have no adverse effect on any property adjacent to the property shown. I further declare that I will accept full responsibility and hold harmless Denton County from any claim or litigation arising out of any claim or litigation arising out of any errors, omissions or other acts of negligence in the preparation of same."

Letter of Intent

Project Name: Vinson Acres Addition

Project Type: Minor Plat

Owner Information:

Clinton Joseph Vinson & Chelsea Anne Vinson

8802 Bernard Rd

Sanger, TX 76266

(214) 998-9454

cvinson@meritprofessional.com

Plat Prepared By:

Daniel Hogg

PLS, Inc.

1200 S. Woodrow Ln, Ste. 200

Denton, TX 76205

(940) 808-1191

d.hogg@plswf.com

To whom it may concern,

The owners of a called 10.00 acre tract of land located on Sam Bass Road, within the Extra-Territorial Jurisdiction of the City of Sanger, TX, wish to plat said property into a single residential lot for the purpose of building a home. The property is located approximately 4 miles West of the City of Sanger

This letter is to server as request for the aforementioned Minor Plat to be reviewed and considered by the appropriate approval body of the City of Sanger, TX.

Polyline Report

Wed Jan 19 14:39:18 2022

| Northing | Easting | Bearing | Distance |
|------------|------------|---------------|----------|
| 7178780.04 | 2360159.14 | S 88°43'57" W | 883.50 |
| 7178760.50 | 2359275.86 | N 00°19'32" E | 491.15 |
| 7179251.64 | 2359278.65 | N 88°43'28" E | 890.29 |
| 7179271.46 | 2360168.72 | S 01°07'00" W | 491.52 |
| 7178780.04 | 2360159.14 | | |

Closure Error Distance> 0.0000

Total Distance> 2756.46

Polyline Area: 435488 sq ft, 9.997 acres

Letter of Intent

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Project Type: Minor Plat

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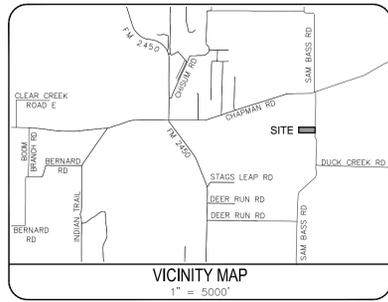
d.hogg@plswf.com

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The owners of a called 10.00 acre tract of land located on Sam Bass Road, within the Extra-Territorial Jurisdiction of the City of Sanger, TX, wish to plat said property into a single residential lot for the purpose of building a home. The property is located approximately 4 miles West of the City of Sanger

This letter is to server as request for the aforementioned Minor Plat to be reviewed and considered by the appropriate approval body of the City of Sanger, TX.

DENTON COUNTY, TEXAS



NOTES:

1. THE PROPERTY SHOWN HEREON APPEARS TO BE LOCATED IN A DESIGNATED ZONE X AND DOES NOT APPEAR TO BE LOCATED IN A 100 OR 500 YEAR FLOOD AREA AS PLOTTED ON COMMUNITY PANEL # 48121C0205G OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE OR FLOOD HAZARD BOUNDARY MAP BEARING A REVISED EFFECTIVE DATE OF APRIL 18, 2011.
2. THE PURPOSE OF THIS PLAT IS TO CREATE A SINGLE RESIDENTIAL LOT FROM A PREVIOUSLY UNPLATTED TRACT OF LAND.
3. ALL BEARINGS CONTAINED HEREIN ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS NORTH CENTRAL ZONE (4202).
4. WATER SERVICE PROVIDED BY: BOLIVAR WATER SUPPLY CORPORATION 4151 FM 455 SANGER, TX 76266 (940) 458-3931
5. SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY DENTON COUNTY PUBLIC HEALTH DEPARTMENT.
6. ELECTRIC SERVICE PROVIDED BY: COSERV ENERGY 7701 I-35E FRONTAGE RD. CORINTH, TX 76210 (940) 321-7800
7. ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.
8. THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.
9. ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA/POA. ANY COMMON AREA WITHIN THE CITY'S RIGHT-OF-WAY WILL REQUIRE A FACILITIES AGREEMENT, TO BE REVIEWED AND APPROVED BY THE CITY.
10. THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.
11. MINIMUM FINISHED FLOOR ELEVATIONS ARE AT LEAST 2 FEET ABOVE THE 100 YEAR FLOOD PLAIN.
12. ALL CORNERS ARE 5/8" X 18" IRON RODS SET WITH PLASTIC CAP STAMPED "PLS INC" UNLESS OTHERWISE NOTED.
13. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
14. THE MAINTENANCE OF PAVING, GRADING AND DRAINAGE IMPROVEMENTS AND/OR EASEMENTS SHOWN ON THIS PLAT ARE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNERS AND DOES NOT CONSTITUTE ACCEPTANCE OF SAME FOR MAINTENANCE PURPOSE BY DENTON COUNTY.
15. ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
16. BLOCKING THE FLOW OF WATER OR CONSTRUCTING IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTING THE FLOODWAY IS PROHIBITED.
17. DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS.
18. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS.
19. CONSTRUCTION NOT COMPLETE WITHIN TWO YEARS OF THE COMMISSIONERS COURT APPROVAL SHALL BE SUBJECT TO CURRENT COUNTY SUBDIVISION RULES AND REGULATIONS.
20. A DRIVEWAY CULVERT PERMIT MUST BE OBTAINED FROM ROAD AND BRIDGE DEPARTMENTS BY THE OWNER OF EACH LOT PRIOR TO THE CONSTRUCTION, INSTALLATION OR PLACEMENT OF ANY DRIVEWAY ACCESS IMPROVEMENTS WITHIN THE DEDICATED RIGHT-OF-WAY.
21. NO CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM DENTON COUNTY SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOW THAT NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT; AND SUBJECT TO ALL OWNERS OF THE PROPERTY ATTESTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST, WHERE CONSTRUCTION IS PERMITTED, ALL FINISHED FLOOR ELEVATIONS SHALL BE A MINIMUM OF 2 FOOT ABOVE THE 100-YEAR FLOOD ELEVATION.
22. DENTON COUNTY WILL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS DENTON COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH.
23. THE PROPERTY SHOWN HEREON IS LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF SANGER, TEXAS.

**STATE OF TEXAS
COUNTY OF DENTON**

We, the undersigned, owners of the land shown on this plat within the area described by metes and bounds as follows:

Being a tract of land situated in the J. West Survey, Abstract No. 1428 and the M. Rolls Survey, Abstract No. 1096, Denton County, Texas and being all of a called 10.00 acre tract of land described in Deed to Clinton Joseph Vinson and Chelsea Anne Vinson as recorded in Instrument No. 2021-16100 of the Official Records of Denton County, Texas, and being more particularly described herein as follows:

BEGINNING at a "MAG" spike found in Sam Bass Road (a public road) for the Southeast corner of said Vinson tract and the Northeast corner of a called 5,000 acres tract of land described in Deed to Jeddedia Higgins as recorded in Document Number 2021-181338 of said Official Records, and being in the West line of a tract of land described in Deed to James C. Ready and Leona J. Ready as recorded in Document Number 1997-80673;

THENCE South 88 degrees 43 minutes 57 seconds West, with the South line of said Vinson tract and the North line of said Higgins tract, a distance of 883.50 feet to a 10 inch wood fence corner post found in the East line of a called 241.09 acres tract of land described in Deed to Medieval Castle, Inc. as recorded in Volume 3068, Page 694 of the Real Property Records of Denton County, Texas for the Southwest corner of said Vinson tract and the Northwest corner of said Higgins tract;

THENCE North 00 degrees 19 minutes 32 seconds East, with the West line of said Vinson tract and the East line of said Medieval Castle, Inc. tract, a distance of 491.15 feet to a 2 inch steel fence corner post found for the Northwest corner of said Vinson tract and the Southwest corner of a called 5,000 acre tract of land described in Deed to Thomas K. Larussa as recorded in Instrument Number 2011-29259 of said Official Records;

THENCE North 88 degrees 43 minutes 28 seconds East, with the North line of said Vinson tract and the South line of said Larussa tract, a distance of 890.29 feet to a "MAG" spike found in said Sam Bass Road for the Northeast corner of said Vinson tract and the Southeast corner of said Larussa tract;

THENCE South 01 degrees 07 minutes 00 seconds West, along Sam Bass Road and with the East line of said Tract 2, passing the Northwest corner of said Ready tract, and continuing for a total distance of 491.52 feet to the **POINT OF BEGINNING** and containing, within the metes and bounds herein recited, 9,997 acres of land, or 435,488 square feet, more or less.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT CLINTON JOSEPH VINSON and CHELSEA ANNE VINSON, acting herein by and through its duly authorized officer do hereby adopt this plat designating the hereinabove described property as LOT 1, BLOCK A of the VINSON ACRES ADDITION, an addition to the City of Sanger, Texas, and do hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parks, and watercourses, and to the public use forever easements for sidewalks, storm drainage facilities, utilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Sanger. The City of Sanger and public entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

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

CLINTON JOSEPH VINSON - OWNER

CHELSEA ANNE VINSON - OWNER

**STATE OF TEXAS
DENTON COUNTY**

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CLINTON JOSEPH VINSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF THE OFFICE THIS THE ____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF _____ COUNTY.

MY COMMISSION EXPIRES ON _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

**STATE OF TEXAS
DENTON COUNTY**

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED CHELSEA ANNE VINSON, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF THE OFFICE THIS THE ____ DAY OF _____, 2022.

NOTARY PUBLIC IN AND FOR THE STATE OF _____ COUNTY.

MY COMMISSION EXPIRES ON _____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MEDIEVAL CASTLE, INC.
CALLED 241.09 ACRES
VOL. 3068, PG. 694
P.R.D.C.T.

CLINTON JOSEPH VINSON AND
CHELSEA ANNE VINSON
CALLED 10.00 ACRES
INST. NO. 2021-16100
O.R.D.C.T.

J. WEST SURVEY,
ABSTRACT NO. 1428

N7179271.46
E:2360168.72

IAN SPEARS
CALLED 10.65 ACRES
INST. NO. 2017-104043
O.R.D.C.T.

IAN SPEARS
CALLED 3.554 ACRES
INST. NO. 2018-56835
O.R.D.C.T.

JAMES C. READY AND LEONA J. READY
TRUSTEES OF THE
JAMES C. READY AND LEONA J. READY
REVOCABLE LIVING TRUST
DOC. NO. 1997-80673
O.R.D.C.T.

SAM BASS ROAD
(20' ± ASPHALT ROAD)

POB
N:7178780.04
E:2360159.14

M. ROLLS SURVEY,
ABSTRACT NO. 1096

| APPROVED AND ACCEPTED: | |
|---|------|
| CHAIRMAN, PLANNING & ZONING COMMISSION CITY OF SANGER, TEXAS | DATE |
| MAYOR OF SANGER, TEXAS | DATE |
| ATTESTED BY: | |
| CITY SECRETARY CITY OF SANGER, TEXAS | DATE |

SURVEYOR'S CERTIFICATE

**STATE OF TEXAS
DENTON COUNTY**

THAT I, Joe C. Vaughn, Jr., do hereby certify that I prepared this plat from an actual and accurate survey of land and that the corner monuments shown thereon were properly placed under my supervision. This plat was prepared in accordance with the subdivision rules and regulations of the City of Sanger, Denton County, Texas.

JOE C. VAUGHN, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5926
FEBRUARY 28, 2022
FIRM REGISTRATION NO. 10129300

MINOR PLAT

**LOT 1, BLOCK A
VINSON ACRES ADDITION**

9.997 ACRES GROSS (435,488 SQ. FT.)
9.815 ACRES (419,844 SQ. FT.) IN 1 RESIDENTIAL LOT
0.382 OF AN ACRE (16,846 SQ. FT.) R.O.W. DEDICATION
J. WEST SURVEY, ABSTRACT NO. 1428
M. ROLLS SURVEY, ABSTRACT NO. 1096
CITY OF SANGER, TEXAS
DENTON COUNTY, TEXAS

DATE OF PREPARATION: FEBRUARY 28, 2022

LAND OWNERS:
CLINTON JOSEPH VINSON
CHELSEA ANNE VINSON
8802 BERNARD ROAD
SANGER TEXAS, 76266
(214) 998-9454

SURVEYOR:
JOE C. VAUGHN, JR.
TEXAS R.P.L.S. NO. 5926
PIPELINE LAND SERVICES, INC.
(940) 808 - 1191
1200 S. WOODROW LN. #200
DENTON, TX 76205
FIRM REGISTRATION NO. 10129300



LEGEND

- PROPERTY LINE
- EASEMENT
- ENCLOSING PROPERTY LINE
- CHAIN LINK FENCE
- WOOD FENCE
- BARBED WIRE FENCE
- OVERHEAD UTILITIES
- CAPPED IRON ROD SET MARKED "PLS INC"
- IRON ROD FOUND
- CAPPED IRON ROD FOUND
- IRON ROD SET
- BUILDING SETBACK LINE
- DEED RECORDS OF DENTON COUNTY, TEXAS
- OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
- PLAT RECORDS OF DENTON COUNTY, TEXAS

NOTE: LEGEND IS TYPICAL. NOT ALL ITEMS IN LEGEND APPEAR IN DRAWING.

GRAPHIC SCALE IN FEET: 0, 25, 50

PLEASE REFER TO BAR SCALE. DRAWING MAY HAVE BEEN REDUCED OR ENLARGED.

AGENDA MEETING DATE: March 7, 2022

TO: John Noblitt, City Manager

FROM: Alina Ciocan, Assistant City Manager

ITEM/CAPTION:

ORDINANCE 02-05-22 - WASTE FROM TREE AND SHRUB TRIMMING

Consider Ordinance 02-05-22 amending Chapter 6 "Health and Sanitation", Article 6.500, Section 6.513 "Waste from Tree and Shrub Trimming". (Noblitt)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

In November 2021, staff presented to City Council an overview of the current brush program as well as a proposed approach moving forward. As a result of this, the current ordinance pertaining to waste from tree and shrub trimming needs to be revised.

The proposed ordinance will replace the current ordinance to reflect several changes to the guidelines for brush pick-up. The most significant changes are outlined below:

- brush pick-up services are available to residential customers only; multi-family residential complexes and RV parks are not eligible for this service.
 - limitations on the size and amount of brush that can be placed for pick-up (up to 4 cubic yards; less than 8 feet in length and 8 inches in diameter)
 - frequency of pick-up services (one order per month per address)
-

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

Ordinance was 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 |
|-----------------------------|-------------|------------|
| Proposed Ordinance 02-05-22 | 2/28/2022 | Cover Memo |
| Current Section | 2/28/2022 | Cover Memo |

CITY OF SANGER, TEXAS

ORDINANCE 02-05-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING CHAPTER 6 “HEALTH AND SANITATION”, ARTICLE 6.500, SECTION 6.513 “WASTE FROM TREE AND SHRUB TRIMMING”; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City of Sanger provides free tree and brush pick-up services to customers paying for garbage pick-up services within the city; and

WHEREAS, the City Council finds it necessary for the public health, safety, and welfare that the free tree and brush pick-up occur in a neat, orderly, and efficient manner; and

WHEREAS, the City Council has found that the tree and brush pick-up program, which is currently provided by the Parks Department, is not sustainable in its current format; and

WHEREAS, in order to continue to provide these services, the Council has determined that certain regulations should be placed on the operation and utilization of such services; and

WHEREAS, the City Council would like to evaluate the cost-effectiveness and efficiency of the brush program within twelve months of the new regulations being implemented;

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

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

SECTION 1. That the above and foregoing premises are true and correct and are incorporated herein and made a part hereto for all purposes.

SECTION 2. That an amendment to the Code of Ordinances Chapter 6, Article 6.500, Section 6.513 “Waste from tree and shrub trimming” of the Code of Ordinances is hereby amended in its entirety to read as follows:

- (a) Brush pick-up services shall be available to residential customers at no charge provided they have a utility account in good standing with the City of Sanger. These services are intended for the removal of normal pruning and downed limbs with the following limitations:
- (1) Monthly collection is available for up to four (4) cubic yards of tree limbs, branches and other loose brush provided that it is less than eight (8) feet in length and eight (8) inches in diameter. All limbs greater than one (1) inch in diameter must be cut off from the main branch and less than eight (8) feet in length. Brush in excess of four (4) cubic yards may be picked up at an additional charge that will be added to the utility bill.
 - (2) Only one order per month will be processed per address. Pick-up will occur on the assigned day for the neighborhood. Requests for pick-up shall be made by 5:00 pm three (3) days in advance of pick-up day. Tree limbs and brush shall be placed no earlier than a week before scheduled pick-up day. Inclement weather may delay scheduled pick-up.
 - (3) Tree limbs and brush must be placed adjacent to the out of street right-of-way with the cut section toward the street. Residents shall avoid overhead obstruction and utility facilities as well as parking vehicles near the piles.
 - (4) No shrubs with root systems, stumps, whole or large portions of trees shall be placed for pick-up.
 - (5) All other yard waste shall be disposed of according to the guidelines posted on the City's website.
- (b) No material generated at a location other than the residence from which is collected shall be placed for pick-up. Limbs on trailers will not be picked up.
- (c) No material generated by a hired, commercial, or contracted person or service shall be placed for pick-up.
- (d) Multi-family residential complexes and RV parks are not eligible for this service.

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

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

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

SECTION 6. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in the Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

SECTION 7. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 7th day of March 2022.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

Sec. 6.513 Waste From Tree and Shrub Trimming

(a) Customers currently paying for garbage pickup service are entitled to free tree and brush pickup with the following limitations. This service is intended for the removal of normal pruning and disposal of downed limbs. This service is not intended for the disposal of trees and brush removed for construction. If a professional contractor is hired, all limbs and brush shall be disposed of by the contractor. Only two orders per month will be processed per address. Large volumes of material will be charged an additional fee. The limitations are:

- (1) Limbs and brush must be cut in manageable lengths and placed by the roadside. Do not place limbs and brush in the street. Limbs shall be placed with the cut section toward the street. Limbs over one inch in diameter must be cut from the main branch. No limbs over eight inches in diameter can be chipped.
- (2) Only limbs and brush from the property owners own property will be picked up. Limbs on trailers will not be picked up.
- (3) Stumps must be cut in sections weighing less than fifty pounds and placed by the roadside.
- (4) Crews are only allowed thirty minutes per job. If the job exceeds thirty minutes, the customer will be notified and arrangements made to finish the job at a later date. Cost of removal after thirty minutes will be thirty dollars (\$30.00) for the next thirty minutes and fifteen dollars (\$15.00) for each succeeding fifteen minutes.
- (5) Vines, leaves, garden plants, small bushes and grass shall be bagged and placed for pickup with your household trash.
- (6) Special arrangements must be made to pick up limbs over eight inches in diameter and stumps and roots over fifty pounds. The charge for picking up these items shall be a minimum of seventy-five dollars (\$75.00) for the first thirty minutes and seventy-five dollars (\$75.00) for each following thirty-minute interval.

(Ordinance 11-22-13 adopted 11/4/13)

(b) Upon request by the owner or occupant of a tract of land, the city will remove tree trimmings and/or brush debris resulting from storm damage or created by such owner or occupant of the residence or business as a result of tree and shrub pruning and trimming. The trimmings and/or brush debris must be placed adjacent to the street right-of-way. (Ordinance 04-10-04 adopted 4/19/04)

AGENDA MEETING DATE: March 7, 2022

TO: John Noblitt, City Manager

FROM: Waylan Rhodes, Chief of Police

ITEM/CAPTION:

2021 RACIAL PROFILING REPORT

AGENDA TYPE: Regular

ACTION REQUESTED:

BACKGROUND:

House Bill 3389 Code of Criminal Procedure Article 2.131 – 2.138, requires that all Texas Law Enforcement agencies must report racial profiling data to TCOLE (Texas Commission On Law Enforcement) as well as their governing body.

This report reflects that the Sanger Police Department professionally represents the law enforcement profession by fair and impartial law enforcement practices toward persons of all races and ethnical backgrounds.

This report was successfully filed with TCOLE on February 23, 2022 by electronic submission.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Review the annual report.

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------------------|-------------|------------|
| 2021 Racial Profiling Report | 2/28/2022 | Cover Memo |

Racial Profiling Report | Full

Agency Name: SANGER POLICE DEPARTMENT
Reporting Date: January 2021 - December 2021
TCOLE Agency Number: 121217

Chief Administrator: WAYLAN RHODES

Agency Contact

Phone: (940)458-7444

Email: JPERKINS@SANGERTEXAS.ORG

Mailing Address:

209 N 5TH ST SANGER, TX 76266

This Agency filed a full report

SANGER POLICE DEPARTMENT has adopted a detailed written policy on racial profiling. Our policy:

(1) clearly defines acts constituting racial profiling;

(2) strictly prohibits peace officers employed by the SANGER POLICE DEPARTMENT from engaging in racial profiling;

(3) implements a process by which an individual may file a complaint with the SANGER POLICE DEPARTMENT if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provides public education relating to the agency's complaint process;

(5) requires appropriate corrective action to be taken against a peace officer employed by the SANGER POLICE DEPARTMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the SANGER POLICE DEPARTMENT policy;

(6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search;

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury during the stop;

(E) the location of the stop;

(F) the reason for the stop;

(7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The SANGER POLICE DEPARTMENT has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: WAYLAN RHODES

CHIEF OF POLICE

Date: 02/23/2022 15:07

Total stops: 1529

Street address or approximate location of the stop

City street: 983
 US highway: 486
 County road: 3
 State Highway: 39
 Private property or other: 18

Was race or ethnicity known prior to stop?

Yes: 29 1.90%
 No: 1500 98.10%

Race / Ethnicity

Alaska Native/American Indian: 0 0.00%
 Asian / Pacific Islander: 16 1.05%
 Black: 140 9.16%
 White: 1137 74.36%
 Hispanic/Latino: 236 15.43%

1. Gender

Female:

Total 520
 Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 5 0.96% Black 42 8.08%
 White 409 78.65% Hispanic/Latino 64 12.31%

Male:

Total 1009
 Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 11 1.09% Black 98 9.71%
 White 728 72.15% Hispanic/Latino 172 17.05%

Reason for stop?

Violation of law:

Total 50

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 0 0.00% Black 7 14.00%
White 33 66.00% Hispanic/Latino 10 20.00%

Pre existing knowledge:

Total 34

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 0 0.00% Black 1 2.94%
White 27 79.41% Hispanic/Latino 6 17.65%

Moving traffic violation:

Total 915

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 11 1.20% Black 89 9.73%
White 680 74.32% Hispanic/Latino 135 14.75%

Vehicle traffic violation:

Total 530

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 5 0.94% Black 43 8.11%
White 397 74.91% Hispanic/Latino 85 16.04%

Was a search conducted?

Yes:

Total 198

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 1 0.51% Black 17 8.59%
White 131 66.16% Hispanic/Latino 49 24.75%

No:

Total 1331

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 15 1.13% Black 123 9.24%
White 1006 75.58% Hispanic/Latino 187 14.05%

Reason for Search?

Consent:

Total 22

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 0 0.00% Black 1 4.55%
White 20 90.91% Hispanic/Latino 1 4.55%

Contraband:

Total 17

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 0 0.00% Black 4 23.53%
White 10 58.82% Hispanic/Latino 3 17.65%

Probable cause:

Total 74

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 0 0.00% Black 7 9.46%
White 38 51.35% Hispanic/Latino 29 39.19%

Inventory:

Total 18

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 0 0.00% Black 1 5.56%
White 13 72.22% Hispanic/Latino 4 22.22%

Incident to arrest:

Total 67

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 1 1.49% Black 4 5.97%
White 50 74.63% Hispanic/Latino 12 17.91%

Was Contraband discovered?

Yes:

Total 149

Alaska Native/American Indian 0 0.00%
Asian / Pacific Islander 0 0.00%
Black 11 7.38%
White 96 64.43%
Hispanic/Latino 42 28.19%

Did the finding result in arrest?
(total should equal previous column)

Yes 0 No 0
Yes 0 No 0
Yes 9 No 2
Yes 83 No 13
Yes 39 No 3

No:

Total 49

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 1 2.04% Black 6 12.24%
White 35 71.43% Hispanic/Latino 7 14.29%

Description of contraband

Drugs:

Total 107

Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 0 0.00% Black 10 9.35%
White 67 62.62% Hispanic/Latino 30 28.04%

Currency:

| | | | |
|-----------------------|---|--|-----------------------|
| Total <u>0</u> | Alaska Native/American Indian <u>0</u> | Asian / Pacific Islander <u>0</u> | Black <u>0</u> |
| White <u>0</u> | Hispanic/Latino <u>0</u> | | |

Weapons:

| | | | |
|-------------------------------|---|--|-----------------------------|
| Total <u>16</u> | Alaska Native/American Indian <u>0</u> 0.00% | Asian / Pacific Islander <u>0</u> 0.00% | Black <u>0</u> 0.00% |
| White <u>12</u> 75.00% | Hispanic/Latino <u>4</u> 25.00% | | |

Alcohol:

| | | | |
|-------------------------------|---|--|-----------------------------|
| Total <u>23</u> | Alaska Native/American Indian <u>0</u> 0.00% | Asian / Pacific Islander <u>0</u> 0.00% | Black <u>1</u> 4.35% |
| White <u>14</u> 60.87% | Hispanic/Latino <u>8</u> 34.78% | | |

Stolen property:

| | | | |
|-----------------------|---|--|-----------------------|
| Total <u>0</u> | Alaska Native/American Indian <u>0</u> | Asian / Pacific Islander <u>0</u> | Black <u>0</u> |
| White <u>0</u> | Hispanic/Latino <u>0</u> | | |

Other:

| | | | |
|----------------------------|---|--|-----------------------------|
| Total <u>3</u> | Alaska Native/American Indian <u>0</u> 0.00% | Asian / Pacific Islander <u>0</u> 0.00% | Black <u>0</u> 0.00% |
| White <u>3</u> 100% | Hispanic/Latino <u>0</u> 0.00% | | |

Result of the stop

Verbal warning:

| | | | |
|-----------------------|---|--|-----------------------|
| Total <u>0</u> | Alaska Native/American Indian <u>0</u> | Asian / Pacific Islander <u>0</u> | Black <u>0</u> |
| White <u>0</u> | Hispanic/Latino <u>0</u> | | |

Written warning:

| | | | |
|--------------------------------|---|---|------------------------------|
| Total <u>824</u> | Alaska Native/American Indian <u>0</u> 0.00% | Asian / Pacific Islander <u>11</u> 1.33% | Black <u>70</u> 8.50% |
| White <u>641</u> 77.79% | Hispanic/Latino <u>102</u> 12.38% | | |

Citation:

| | | | |
|--------------------------------|---|--|-------------------------------|
| Total <u>517</u> | Alaska Native/American Indian <u>0</u> 0.00% | Asian / Pacific Islander <u>3</u> 0.58% | Black <u>54</u> 10.44% |
| White <u>380</u> 73.50% | Hispanic/Latino <u>80</u> 15.47% | | |

Written warning and arrest:

Total 0
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 0

Citation and arrest:

Total 27
Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 0 0.00% Black 4 14.81%
White 20 74.07% Hispanic/Latino 3 11.11%

Arrest:

Total 161
Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 2 1.24% Black 12 7.45%
White 96 59.63% Hispanic/Latino 51 31.68%

Arrest based on

Violation of Penal Code:

Total 166
Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 2 1.20% Black 14 8.43%
White 105 63.25% Hispanic/Latino 45 27.11%

Violation of Traffic Law:

Total 7
Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 0 0.00% Black 0 0.00%
White 3 42.86% Hispanic/Latino 4 57.14%

Violation of City Ordinance:

Total 0
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 0

Outstanding Warrant:

Total 15
Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 0 0.00% Black 2 13.33%
White 8 53.33% Hispanic/Latino 5 33.33%

Was physical force resulting in bodily injury used during stop

Yes:

Total 0 Injury to Suspect: 0 Injury to Officer: 0 Injury To Both: 0
Alaska Native/American Indian 0 Asian / Pacific Islander 0 Black 0
White 0 Hispanic/Latino 0

No:

Total 1529
Alaska Native/American Indian 0 0.00% Asian / Pacific Islander 16 1.05% Black 140 9.16%
White 1137 74.36% Hispanic/Latino 236 15.43%

Number of complaints of racial profiling

Total 0
Resulted in disciplinary action 0
Did not result in disciplinary action 0

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

SANGER POLICE DEPT.

| | | |
|------------------------------------|------|--------|
| 01. Total Traffic Stops: | 1529 | |
| 02. Location of Stop: | | |
| a. City Street | 983 | 64.29% |
| b. US Highway | 486 | 31.79% |
| c. County Road | 3 | 0.20% |
| d. State Highway | 39 | 2.55% |
| e. Private Property or Other | 18 | 1.18% |
| 03. Was Race known prior to Stop: | | |
| a. NO | 1500 | 98.10% |
| b. YES | 29 | 1.90% |
| 04. Race or Ethnicity: | | |
| a. Alaska/ Native American/ Indian | 0 | 0.00% |
| b. Asian/ Pacific Islander | 16 | 1.05% |
| c. Black | 140 | 9.16% |
| d. White | 1137 | 74.36% |
| e. Hispanic/ Latino | 236 | 15.43% |
| 05. Gender: | | |
| a. Female | 520 | 34.01% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 5 | 0.33% |
| iii. Black | 42 | 2.75% |
| iv. White | 409 | 26.75% |
| v. Hispanic/ Latino | 64 | 4.19% |
| b. Male | 1009 | 65.99% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 11 | 0.72% |
| iii. Black | 98 | 6.41% |
| iv. White | 728 | 47.61% |
| v. Hispanic/ Latino | 172 | 11.25% |
| 06. Reason for Stop: | | |
| a. Violation of Law | 50 | 3.27% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |

Racial Profiling Analysis Report

| | | |
|------------------------------------|------|--------|
| iii. Black | 7 | 14.00% |
| iv. White | 33 | 66.00% |
| v. Hispanic/ Latino | 10 | 20.00% |
| b. Pre-Existing Knowledge | 34 | 2.22% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 2.94% |
| iv. White | 27 | 79.41% |
| v. Hispanic/ Latino | 6 | 17.65% |
| c. Moving Traffic Violation | 915 | 59.84% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 11 | 1.20% |
| iii. Black | 89 | 9.73% |
| iv. White | 680 | 74.32% |
| v. Hispanic/ Latino | 135 | 14.75% |
| d. Vehicle Traffic Violation | 530 | 34.66% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 5 | 0.94% |
| iii. Black | 43 | 8.11% |
| iv. White | 397 | 74.91% |
| v. Hispanic/ Latino | 85 | 16.04% |
| 07. Was a Search Conducted: | | |
| a. NO | 1331 | 87.05% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 15 | 1.13% |
| iii. Black | 123 | 9.24% |
| iv. White | 1006 | 75.58% |
| v. Hispanic/ Latino | 187 | 14.05% |
| b. YES | 198 | 12.95% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 1 | 0.51% |
| iii. Black | 17 | 8.59% |
| iv. White | 131 | 66.16% |
| v. Hispanic/ Latino | 49 | 24.75% |
| 08. Reason for Search: | | |
| a. Consent | 22 | 1.44% |

Racial Profiling Analysis Report

| | | |
|-------------------------------------|-----|--------|
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 4.55% |
| iv. White | 20 | 90.91% |
| v. Hispanic/ Latino | 1 | 4.55% |
| b. Contraband in Plain View | 17 | 1.11% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 4 | 23.53% |
| iv. White | 10 | 58.82% |
| v. Hispanic/ Latino | 3 | 17.65% |
| c. Probable Cause | 74 | 4.84% |
| ii. Alaska/ Native American/ Indian | 0 | 0.00% |
| i. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 7 | 9.46% |
| iv. White | 38 | 51.35% |
| v. Hispanic/ Latino | 29 | 39.19% |
| d. Inventory | 18 | 1.18% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 5.56% |
| iv. White | 13 | 72.22% |
| v. Hispanic/ Latino | 4 | 22.22% |
| e. Incident to Arrest | 67 | 4.38% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 1 | 1.49% |
| iii. Black | 4 | 5.97% |
| iv. White | 50 | 74.63% |
| v. Hispanic/ Latino | 12 | 17.91% |
| 09. Was Contraband Discovered: | | |
| YES | 149 | 9.74% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| Finding resulted in arrest - YES | 0 | |
| Finding resulted in arrest - NO | 0 | |
| iii. Black | 11 | 7.38% |

Racial Profiling Analysis Report

| | | |
|------------------------------------|-----|--------|
| Finding resulted in arrest - YES | 9 | |
| Finding resulted in arrest - NO | 2 | |
| iv. White | 96 | 64.43% |
| Finding resulted in arrest - YES | 83 | |
| Finding resulted in arrest - NO | 13 | |
| v. Hispanic/ Latino | 42 | 28.19% |
| Finding resulted in arrest - YES | 39 | |
| Finding resulted in arrest - NO | 3 | |
| b. NO | 49 | 3.20% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| i. Asian/ Pacific Islander | 1 | 2.04% |
| iii. Black | 6 | 12.24% |
| iv. White | 35 | 71.43% |
| v. Hispanic/ Latino | 7 | 14.29% |
| 10. Description of Contraband: | | |
| a. Drugs | 107 | 7.00% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 10 | 9.35% |
| iv. White | 67 | 62.62% |
| v. Hispanic/ Latino | 30 | 28.04% |
| b. Currency | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| c. Weapons | 16 | 1.05% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 12 | 75.00% |
| v. Hispanic/ Latino | 4 | 25.00% |
| d. Alcohol | 23 | 1.50% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 1 | 4.35% |
| iv. White | 14 | 60.87% |

Racial Profiling Analysis Report

| | | |
|------------------------------------|-----|---------|
| v. Hispanic/ Latino | 8 | 34.78% |
| e. Stolen Property | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| f. Other | 3 | 0.20% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 3 | 100.00% |
| v. Hispanic/ Latino | 0 | 0.00% |
| 11. Result of Stop: | | |
| a. Verbal Warning | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b. Written Warning | 824 | 53.89% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 11 | 1.33% |
| iii. Black | 70 | 8.50% |
| iv. White | 641 | 77.79% |
| v. Hispanic/ Latino | 102 | 12.38% |
| c. Citation | 517 | 33.81% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 3 | 0.58% |
| iii. Black | 54 | 10.44% |
| iv. White | 380 | 73.50% |
| v. Hispanic/ Latino | 80 | 15.47% |
| d. Written Warning and Arrest | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |

Racial Profiling Analysis Report

| | | |
|------------------------------------|-----|--------|
| e. Citation and Arrest | 27 | 1.77% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 4 | 14.81% |
| iv. White | 20 | 74.07% |
| v. Hispanic/ Latino | 3 | 11.11% |
| f. Arrest | 161 | 10.53% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 1.24% |
| iii. Black | 12 | 7.45% |
| iv. White | 96 | 59.63% |
| v. Hispanic/ Latino | 51 | 31.68% |
| 12. Arrest Based On: | | |
| a. Violation of Penal Code | 166 | 10.86% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 2 | 1.20% |
| iii. Black | 14 | 8.43% |
| iv. White | 105 | 63.25% |
| v. Hispanic/ Latino | 45 | 27.11% |
| b. Violation of Traffic Law | 7 | 0.46% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 0 | 0.00% |
| iv. White | 3 | 42.86% |
| v. Hispanic/ Latino | 4 | 57.14% |
| c. Violation of City Ordinance | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| d. Outstanding Warrant | 15 | 0.98% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 0 | 0.00% |
| iii. Black | 2 | 13.33% |
| iv. White | 8 | 53.33% |
| v. Hispanic/ Latino | 5 | 33.33% |

Racial Profiling Analysis Report

13. Was Physical Force Used:

| | | |
|--|------|---------|
| a. NO | 1529 | 100.00% |
| i. Alaska/ Native American/ Indian | 0 | 0.00% |
| ii. Asian/ Pacific Islander | 16 | 1.05% |
| iii. Black | 140 | 9.16% |
| iv. White | 1137 | 74.36% |
| v. Hispanic/ Latino | 236 | 15.43% |
| b. YES | 0 | 0.00% |
| i. Alaska/ Native American/ Indian | 0 | |
| ii. Asian/ Pacific Islander | 0 | |
| iii. Black | 0 | |
| iv. White | 0 | |
| v. Hispanic/ Latino | 0 | |
| b 1. YES: Physical Force Resulting in Bodily Injury to Suspect | 0 | |
| b 2. YES: Physical Force Resulting in Bodily Injury to Officer | 0 | |
| b 3. YES: Physical Force Resulting in Bodily Injury to Both | 0 | |

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 02/23/2022