



AGENDA
CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 6, 2022
7:00 PM
HISTORIC CHURCH BUILDING
403 N 7TH STREET SANGER, TEXAS

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

2. CITIZEN INPUT:

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

3. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

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

A. Honoring Stephen Lehotsky for his 26 years of service with the City of Sanger.

4. CONSENT AGENDA:

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

A. MINUTES REGULAR SESSION

Consider the regular session minutes from the May 16, 2022, meeting.

B. PID COMMITTEE

Consider appointing a committee to review a potential Public Improvement District (PID) proposal for a development project known as Riley Ranch. (Ciocan)

C. LIBRARY INSURANCE CLAIM

Consider Property Damage Release for Liberty Mutual Insurance Claim Number 23966333 in the amount of \$5,812.59. (Tolle)

D. REQUEST FOR QUALIFICATIONS (RFQ) FOR A REWRITE OF THE ZONING, SUBDIVISION AND SIGN ORDINANCE

Consider a Request for Qualifications (RFQ) for professional services to rewrite the Zoning, Subdivision and Sign Ordinance. (Hammonds)

E. INTERLOCAL AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF SANGER

Consider an Interlocal Cooperation Agreement between Denton County and the City of

Sanger Police and Fire Departments for use of the Denton County Radio Communications System. (Rhodes)

F. PROFESSIONAL SERVICE AGREEMENT - INSTANT INSPECTOR

Consider a contract with a third party inspection company known as Instant Inspector to perform new and bi-annual health inspections for the City, and authorize the City Manager to execute said agreement. (Hammonds)

5. REGULAR AGENDA - ACTION ITEMS

A. FM 455 UTILITY RELOCATION - CHANGE ORDER No. 5

Consider Change Order No. 5 in the amount of \$27,040.00, with Quality Excavation, LLC for the FM 455 Project to dig out the utility ditch-line and backfilling with flowable fill concrete to stabilize the area in front of the utility poles; adding 6" PVC waterline and 6" steel casing as shown on the plans; and, authorize the City Manager to execute said Change Order No. 5. (Bolz)

B. APPROVAL RFQ FOR INSPECTION AND MAINTENANCE OF WATER STORAGE/TANK

Consider a Request for Qualifications for Professional Services (RFQ) for full-service water storage maintenance and asset maintenance plan for .100MG ground storage tank and .300Mg ground storage tank located at Cherry Street, a .500MG elevated storage tank located at Acker Street, and a .100MG ground storage tank located at Utility Road. (Bolz)

C. 1114 N STEMMONS - SUP - PH

Conduct a Public Hearing for a Specific Use Permit (SUP) for Restaurant use located at 1114 N Stemmons Frwy. in the north suite of a multi-suite building on approximately 1.42 acres of land described as A00290A R. BEEBE, TR 133, zoned as Industrial 1 (I-1) within the City of Sanger and generally located on the corner of N 5th St and N Stemmons Frwy. (Hammonds)

D. 1114 N STEMMONS - SUP

Consider a request for a Specific Use Permit (SUP) for a Restaurant use located at 1114 N Stemmons Frwy. in the north suite of a multi-suite building on approximately 1.42 acres of land described as A00290A R. BEEBE, TR 133, zoned as Industrial 1 (I-1) within the City of Sanger and generally located on the corner of N 5th St and N Stemmons Frwy. (Hammonds)

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.

NOTE: The City Council reserves the right to adjourn into Executive Session as authorized by Texas Government Code, Section 551.001, et seq. (The Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.086 of the Texas Open Meetings Act.

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



June 2, 2022, at 5:00 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.



RETIREMENT PROCLAMATION STEPHEN LEHOTSKY

WHEREAS, we are here today to express our appreciation to Mr. Stephen Lehotsky and honor him for his distinguished 26-year career with the City of Sanger; and

WHEREAS, he has served in Police Department for the last 26 years and is well respected by surrounding municipal agencies, and dedicated service to the citizens and employees alike; and

WHEREAS, Mr. Lehotsky's service began as an employee of the Police Department as a Patrol Officer and completing his career as the School Resource Officer; and

WHEREAS, on behalf of the entire City Council, I want to express our sincere appreciation to Stephen Lehotsky for his loyalty to the City of Sanger and wish him much happiness as he begins this exciting new chapter in his life.

NOW, THEREFORE, I, Thomas E. Muir, Mayor of the City of Sanger, on behalf of the entire City Council ask all residents and employees to join me in congratulating Stephen Lehotsky on an outstanding career with the City of Sanger and wishing him many continued years of happiness and good health.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Sanger to be affixed this 6th day of June 2022.

Thomas E. Muir, Mayor

AGENDA MEETING DATE: June 6, 2022

TO: John Noblitt, City Manager

FROM: Kelly Edwards, City Secretary

ITEM/CAPTION:

MINUTES REGULAR SESSION

Consider the regular session minutes from the May 16, 2022, meeting.

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

FUNDS:

STAFF RECOMMENDATION/ACTION DESIRED:

Approve the minutes as presented.

ATTACHMENTS:

Description	Upload Date	Type
05-16-2022 CC REG Mins FINAL	5/18/2022	Cover Memo



**MINUTES
CITY COUNCIL REGULAR MEETING
MONDAY, MAY 16, 2022
7:00 PM
HISTORIC CHURCH BUILDING
403 N 7TH STREET SANGER, TEXAS**

COUNCIL MEMBERS PRESENT:

Mayor Thomas Muir and Councilmembers: Marissa Barrett, Gary Bilyeu, 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, Finance Director Clayton Gray, Parks & Recreation Superintendent Ryan Nolting, Director of Economic Development Shani Bradshaw, Marketing and Civic Engagement Director Donna Green, and Chief of Police Waylan Rhodes.

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

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

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

2. CITIZEN INPUT:

Dennis Johnson, Remax Real Estate, commented on the Future Land Use Map zoning, showing the 90 acres northeast of the Post Office zoned as Industrial stating he did believe it is a good fit for the property, thinking a better fit would be retail and residential.

3. SPECIAL ACTION ITEMS

a. CANVASSING THE MAY 7, 2022, ELECTION

Consider Ordinance 05-13-22, Canvassing the results of a General Election held for the purpose of electing candidates to the office of City Council in the City of Sanger, Texas, for an election having been held on May 7, 2022, declaring the results of that election. (*Considerare la Ordenanza 05-13-22, Sondeando los resultados de una Elección*)

General celebrada con el propósito de elegir candidatos para el cargo de Concejo Municipal en la Ciudad de Sanger, Texas, para una elección que se haya celebrado el 7 de mayo de 2022, declarando los resultados de esa elección.)

Mayor Muir read over Ordinance 05-13-22 and the voting totals for each candidate provided by the Denton County Elections Administration.

Motion made by Councilmember Gann to approve Ordinance 05-13-22, Canvassing the results of a General Election to elect a Mayor and Councilmembers for Place 2 and Place 4, inserting the Early Voting, Election Day totals, and percentages as provided in Exhibit A from the Denton County Election Administration. Councilmember Dillon seconded the motion. Motion passed unanimously.

4. SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

A. CERTIFICATES OF ELECTION, STATEMENT OF ELECTED OFFICIAL, OATH OF OFFICE

Issue the Certificate of Election, Statement of Elected Official, and provide the Oath of Office to newly elected Officials. (*Emitir el Certificado de Elección, la Declaración del Funcionario Electo y proporcionar el Juramento del Cargo a los Funcionarios recién elegidos.*)

City Secretary Edwards issued the Certifications of Election, Statement of Elected Official and gave the Oath of Office to Mayor Thomas E. Muir and Councilmember Place 2 Gary Bilyeu.

5. CONSENT AGENDA:

A. MINUTES REGULAR SESSION

Consider the regular session minutes from the May 2, 2022, meeting.

B. MINUTES SPECIAL MEETING

Consider the minutes from the May 9, 2022, special meeting.

C. FIBER OPTIC BACKBONE AGREEMENT WITH NORTEX COMMUNICATIONS

Consider a fiber optic backbone agreement with Nortex Communications to lease "dark fibers" to connect City-owned locations and authorize the Mayor or City Manager to execute the agreement. (Gray)

D. DATA AND VOICE AGREEMENT WITH NORTEX COMMUNICATIONS

Consider a data and voice agreement with Nortex Communications to provide internet and phone services and install fiber between several City-owned locations and authorize the Mayor or City Manager to execute the agreement. (Gray)

E. STC - AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

Consider the First Amendment to the Professional Services Reimbursement Agreement between the City of Sanger and Stephens Towne Crossing, LLC, and authorize the Mayor to execute said amendment. (Ciocan)

Councilmember Bilyeu requested **Item D** be removed from the consent agenda for discussion.

Motion made by Councilmember Bilyeu to approve **Items A, B, C, and E** of the consent agenda. Councilmember Gann seconded the motion. Motion passed unanimously.

Discussion regarding **Item D** of the consent agenda ensued regarding the installation costs and the monthly fees.

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

6. REGULAR AGENDA - ACTION ITEMS

A. ELECT A MAYOR PRO-TEM

Consider electing a Mayor Pro-Tem in accordance with the Charter, Article III, City Council, Section 3.02.

Motion made by Councilmember Dillon to elect Councilmember Gary Bilyeu as Mayor Pro-Tem. Councilmember Gann seconded the motion. Motion passed 3-0-1 Councilmember Bilyeu abstained.

B. CONSIDER APPOINTING MUNICIPAL COURT CLERK AND DEPUTY COURT CLERK

Consider Resolution No. 2022-5 Appointing Christy Dyer as Municipal Court Clerk and Victoria Eakman as Deputy Court Clerk.

Motion made by Councilmember Bilyeu to approve Resolution No. 2022-5 Appointing Christy Dyer as Municipal Court Clerk and Victoria Eakman as Deputy Court Clerk. Councilmember Barrett seconded the motion. Motion passed unanimously.

C. CONSIDER APPOINTING MUNICIPAL PRESIDING JUDGE AND ALTERNATE JUDGE

Consider Resolution No. 2022-6 Appointing Danny Spindle as Presiding Judge and Art Maldonado as Alternate Judge.

Attorney Coleman recommended appointing both Judges.

Motion made by Councilmember Bilyeu to approve Resolution No. 2022-6 Appointing Danny Spindle as Presiding Judge and Art Maldonado as Alternate Judge. Councilmember Dillon seconded the motion. Motion passed unanimously.

D. PROFESSIONAL SERVICES AGREEMENT WITH PARKHILL

Consider a Professional Services Agreement with Parkhill for renovations to Porter Park Softball Fields and, authorizing the Mayor or City Manager to execute said agreement. (Nolting, Bradshaw)

Director Nolting provided an overview of the agreement, the process, and of the scope of services with Parkhill.

Discussion ensued regarding the renovations and ensuring the renovation specifications are met for tournament regulations.

Director Nolting introduced Landen Bell, Project Manager Parkhill, who answered questions regarding the bidding process, Parkhill's responsibilities, and the time of construction.

Motion made by Councilmember Barrett to a Professional Services Agreement with Parkhill for renovations to Porter Park Softball Fields and authorizing the Mayor or City Manager to execute said agreement. Councilmember Gann seconded the motion. Motion passed unanimously.

7. INFORMATION ITEMS:

A. DECORP (DANNENBAUM) CONSTRUCTION UPDATE

Construction update regarding the IH-3 / FM 455 Expansion Project.

Mr. Danny Everett provided an update regarding the overall construction progress, including the Contractor's progress on the waterlines, outstanding bores located at the railroad crossing due to BNSF, locating existing lines, Atmos' status on moving utilities, and providing a copy of the final plans for letting the project.

B. ATMOS RATE FILING - RIDER GCR

Atmos Energy Rider GCR Dock No. 10170 - April 26, 2002

C. FINANCIAL STATEMENT - MARCH 2022

D. DISBURSEMENTS REPORT - APRIL 2022

E. CAPITAL PROJECTS REPORT - MAY 10, 2022

F. ALL AMERICAN DOGS REPORT - APRIL 2022

All American Dogs April 2022 report.

8. FUTURE AGENDA ITEMS:

Councilmember Barrett asked for a presentation on Emergency Services Districts.

Councilmember Bilyeu asked for an update of the Capital Improvement Plan, specifically regarding roadway improvements.

Councilmember Gann asked for an update regarding the marketing campaign educating the citizens about Waste Connections' recycling requirements.

9. EXECUTIVE SESSION:

A. Sec. 551.087. DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

- (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).
(2)

Council convened into executive session at 8:10 p.m.

10. RECONVENE: OPEN MEETING:

Council reconvened into open session at 8:56 p.m.

No action taken.

11. ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 8:56 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

AGENDA MEETING DATE: June 6, 2022

TO: John Noblitt, City Manager

FROM: Alina Ciocan, Assistant City Manager

ITEM/CAPTION:

PID COMMITTEE

Consider appointing a committee to review a potential Public Improvement District (PID) proposal for a development project known as Riley Ranch. (Ciocan)

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

- The City has been approached by a developer (Sanger Texas Land Investment, LLC) who is proposing the creation of a Public Improvement District (PID).
 - The proposed development known as Riley Ranch is comprised of approximately 1,000 acres generally located between McReynolds Road and Railroad Avenue.
 - On May 2, 2022, the City Council approved a Professional Services Reimbursement Agreement with the developer.
 - While not a statutory requirement, in order to stay consistent with the City's PID process, the next step is to appoint a Committee that would review the PID proposal and would make a recommendation to City Council.
 - Currently, there is a Committee in place to evaluate another PID proposal (Stephens Towne Crossing).
 - Staff is recommending appointing the same members that serve on the STC Committee.
 - City staff will serve as liaison between the PID Committee, consultants and City Council.
-

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval.

ATTACHMENTS:

Description	Upload Date	Type
Proposed PID Committee	5/27/2022	Cover Memo

PROPOSED PID COMMITTEE
RILEY RANCH PROJECT

Thomas Muir	City Council
Gary Bilyeu	City Council
Phillip Surles	P&Z
Bill Boutwell	Citizen
Jeff Springer	Property Owner
Tommy Hunter	SISD
Leann Loyless	SISD

*** NOTE: Shane Stone (P&Z) and Ken Scribner had previously served on the STC Committee but are no longer able to serve.

AGENDA MEETING DATE: June 6, 2022

TO: John Noblitt, City Manager

FROM: Audrey Tolle, Library Director

ITEM/CAPTION:

LIBRARY INSURANCE CLAIM

Consider Property Damage Release for Liberty Mutual Insurance Claim Number 23966333 in the amount of \$5,812.59. (Tolle)

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

This claim is for damage to the library building and contents that occurred on November 3, 2021 by employees of Built Right Construction.

- Two men from Built Right Construction were in the library's attic, wrapping the pipes for the fire sprinkler system. A noise came from the south end of the building, and water began pouring from the ceiling above the shelves in the fiction section.
- Library staff and patrons who were nearby quickly began removing books from the affected shelves and put trash cans under the flow of water.
- Other city staff came to the library and helped turn off the water at the main shut-off valve, move books to a safe location, dry them and check for water damage.
- Audrey Tolle contacted ServPro in Denton. They arrived in less than an hour and immediately began the water extraction.
- 32 books sustained significant enough water damage to be withdrawn from the collection. A list was created in Excel containing the necessary information, and their average price was calculated.
- Repairs to the sprinkler system and the ceiling were completed soon after. Copies of the invoices were emailed to the adjuster, along with the inventory of damaged books.
- The delay in the response from Liberty Mutual was due to the adjuster's extended medical leave.
- When Mr. Shaffer contacted Ms. Tolle in April, he proposed a settlement offer that was lower than the total cost of the invoices and books. Ms. Tolle asked about the discrepancy, and he told her he hadn't received one of the invoices. After it was resent, they agreed on the amount of \$5,812.59.
- When Mr. Shaffer sent the release form, Ms. Tolle asked the City's administration about the process and learned

that Mr. Noblitt would need to receive approval from the City Council.

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

The attached release form is a revision by Hugh Coleman, based on the original release sent by the adjuster at Liberty Mutual Insurance, Erik Shaffer.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

Library's R&M Building (Liberty Mutual) account increases \$5,812.59.

FUNDS:

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval of the release.

ATTACHMENTS:

Description	Upload Date	Type
Sanger Library Release 1.1	5/26/2022	Cover Memo



Property Damage Release

The Claimant, City of Sanger Public Library, for the sole consideration of Five Thousand Eight Hundred Twelve Dollars and 59/100 (5,812.59), paid by General Insurance Company of America (hereinafter called the “Company”), hereby releases and forever discharges Built Right Construction Inc., (hereinafter called the “Released Party”), the Company, their heirs, executors, administrators, successors, agents, servants, employees and assigns, and all other persons, firms or corporations liable or who might be claimed to be liable, from any and all claims for loss, damages, costs, contribution, indemnification, or any other thing whatsoever on account of, or in any way arising out of, all property damage and any other type of damage of any kind that occurred to your property located at the Sanger Public Library whether now known or unknown, arising out of an accident or occurrence on the 3rd day of November 2021 at or near 501 Bolivar Street, Sanger in the state of Texas.

The Claimant agrees that the above-referenced settlement amount includes any right, claim or demand for pre-settlement or post settlement interest. The Claimant further agrees and hereby waives and releases any statutory or judicially recognized claim for post-judgment interest on the aforementioned claim and/or damages.

The Claimant represents and warrants that no other person or entity has or had any interest in the claims, rights, demands, damages, or causes of action, referred to in this release agreement and that the Claimant has the sole right and exclusive authority to execute this release and receive the sum specified in it for all claims, and that the Claimant has not sold, assigned, transferred, conveyed, or otherwise disposed of any rights, claims, demands, damages, or causes of action, referred to in this release.

The Claimant acknowledges that he/she/they has read this release agreement and fully understands that this release agreement, in accordance with the intent and purpose expressed above, encompasses all negotiations, discussions, and bargaining of the parties as to this settlement, and is the entire agreement between the parties to this release agreement.

The Claimant also acknowledges that he/she/they was informed prior to the signing of this agreement that he/she/they had the right to consult with legal counsel of the Claimant’s own choice and that an adequate opportunity was afforded to the Claimant to seek such advice or counsel. The Claimant further affirms that he/she/they was/were presented with an adequate opportunity between the matter giving rise to this agreement and the signing of this agreement to consider the agreement and its consequences.

Claimant agrees to defend, to extent allowable by law, any actions or proceedings brought against the Released Party arising out of any claim of lien or subrogation, including but not limited to attorney liens, property repairs, liens related to the loss, reimbursement, contributions, indemnity or other claims arising out of an accident or occurrence whether known or unknown at their sole expense, and to indemnify and otherwise hold Released Party and Company and its agents and attorneys harmless against any such claim or lien.

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

ATTENTION - READ BEFORE SIGNING

Claimant:

_____	X	_____
John Noblitt, City Manager	Signature	Date
City of Sanger, Texas		

AGENDA MEETING DATE: June 6, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

REQUEST FOR QUALIFICATIONS (RFQ) FOR A REWRITE OF THE ZONING, SUBDIVISION AND SIGN ORDINANCE

Consider a Request for Qualifications (RFQ) for professional services to rewrite the Zoning, Subdivision and Sign Ordinance. (Hammonds)

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

- The City of Sanger recently adopted the new Sanger 2040 Comprehensive Plan.
 - This plan will serve as the guideline for development in the future.
 - The Zoning, Subdivision and Sign ordinance are outdated and have been pieced together over the years.
 - This RFQ would allow us to select a qualified firm to rewrite these ordinances.
 - The rewriting of these ordinances will provide a more modern and useable code.
 - The rewrite will eliminate contradictions and add elements that the current code is missing.
-

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

The City Attorney has review it and approved it as to form.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

Development Services Department (001-28-5430)

Budgeted expense

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL.

ATTACHMENTS:

Description	Upload Date	Type
Request for Qualifications	5/26/2022	Cover Memo
Exhibit A	5/26/2022	Cover Memo



CITY OF SANGER, TEXAS
REQUEST FOR QUALIFICATIONS (RFQ)
REWRITE/UPDATE OF THE ZONING, SUBDIVISION AND SIGN
ORDINANCES

PROPOSAL DUE DATE:

11:30 AM Central Time

Friday, July 1, 2022

ISSUED BY:

CITY OF SANGER
PLANNING DEPARTMENT
201 BOLIVAR STREET
SANGER, TX 76266

CITY OF SANGER, TEXAS
REQUEST FOR QUALIFICATIONS (RFQ)
REWRITE ZONING, SUBDIVISION AND SIGN ORDINANCES

SECTION 1. INTRODUCTION:

Purpose

The City of Sanger, Texas is seeking the assistance of a professional planning consultant to rewrite and update the City's Zoning, Subdivision and Sign Ordinances. The new ordinances shall be consistent with the goals, objectives and recommendation of the Sanger 2040 Comprehensive Plan, State statutes, and common planning principles. The final product should reflect the vision and character of the community, implement the goals and objectives outlined herein, and provide updated process and development requirements for the City's development process.

SECTION 2. COMMUNITY PROFILE:

City Overview

The City of Sanger, Texas, with a population of approximately 9,000 is located in North Texas within Denton County and located along both sides I-35 and north and south of FM 455. Sanger is comprised of nearly twelve (12) square miles and is neighbored by Denton to the south, Valley View to the north, Lake Ray Roberts and Pilot Point to the east, and unincorporated area to the west. Major transportation corridors include I-35 and FM 455.

The city is comprised of a mix of residential, commercial and industrial land uses as well as a vibrant downtown area.

SECTION 3. PROJECT BACKGROUND:

The current zoning, subdivision and sign ordinances are outdated and reflect a time when growth was very slow. The City recently adopted a new comprehensive plan called Sanger 2040 Comprehensive Plan. This plan is meant to be a guideline for the future development and the zoning and subdivision ordinances need to reflect the plans goals. The recent increase in development in residential, commercial and industrial has heightened the need for these ordinance updates.

SECTION 4. SCOPE OF SERVICES AND DELIVERABLES:

Scope

The selected firm will work with key City staff, the Planning and Zoning Commission (P&Z) and ultimately the City Council to develop, rewrite and organize new Ordinances that fully supports and implements the 2040 Sanger Comprehensive Plan and current planning practices. The P&Z will be the governmental body responsible for overseeing the development and review of the Ordinances, in cooperation with key staff and the City Attorney. The Development Services Director will be the primary consultant contact point throughout the process. Upon completion of the final draft ordinances, the P&Z will make a recommendation of adoption to the City Council, which will adopt the Ordinances. The scope of services will be finalized in writing after the

consultant is selected by the City, but at this time, the scope of services may include, but not limited to, the following essential elements:

1. Research and analysis.
2. Public involvement and outreach.
3. Provide primary data collection, analysis, and mapping (GIS).
4. The consultant will be responsible for recommending the organization and style of the Ordinances with the concurrence of the Development Services Director. The Ordinances should be efficient and user friendly in both hard copy and on-line formats. The ordinance should use cross-referencing, illustrations, and tables as the primary mechanism to make the ordinances user friendly. The consultant will be responsible for all drafting and redrafting of text, illustrations, maps and exhibits after receiving input from citizens, stakeholders, staff, the P&Z and the City Council.
5. Review, provide recommendations, and justifications for revised Park Dedication requirements.
6. Present the recommendations to the Park Board, P&Z and City Council.
7. Attend any and all meetings of the City Council, P&Z and other Boards, Commissions or Committees as requested by the City during the process, which will be concluded by City Council's adopting the Ordinances in accordance with the City's procedures.

Deliverables

The selected consultant shall prepare the new zoning, subdivision and sign ordinances in a format that is agreed upon by the City. In addition to the ordinances, the consultant shall provide the City with an updated Zoning and Subdivision map in GIS format.

SECTION 5. INFORMATION PROVIDED BY THE CITY:

The Code of Ordinances of the City of Sanger is available at Franklin Legal Publishing via a link at the City's website. This includes all development regulations. Any regulations adopted but not yet codified will be available from the City of Sanger.

SECTION 6. TIMELINE:

It is expected that a contract will be executed between the City and the selected consulting firm within forty-five (45) days of the due date for proposals. It is anticipated that the project will be completed within one (1) year from signing of the contract.

SECTION 7. SUBMISSION DETAILS:

Statement of Qualifications

The consultant shall submit a Statement of Qualifications. The statement, at minimum should address each of the specific topics listed below (additional information may be included). Failure to include any of the following requested information may be cause for the proposal to be considered incomplete and thus rejected.

1. Provide a cover letter on firm letterhead and identify the project manager and key staff involved along with contact information for the project manager.
2. Written presentation of the qualifications of the firm and their understanding of the work to be performed.
3. List of services that will be provided.

4. Availability, credentials and related experience of the firm and key staff with similar studies, preferably with municipal governments.
5. Provide copies of resumes of the proposed project manager and key staff. Provide information on specific experience, including ordinance writing, with successful outcomes in conducting the process and making presentations to public bodies.
6. Include with their proposals a list of at least three (3) current references for whom comparable work has been performed in the past three (3) years, specifically citing work in communities similar to Sanger. This list shall include municipality's name, person to contact, address, telephone number, email address, and a brief, but adequately detailed description of work performed.
7. Provide complete or partial examples of work similar in nature to this project.
8. List of anticipated sub-contractors and/or partners, if any, and their availability, credentials, and related experience.
9. Explain the methodology you propose to successfully perform the services outlined in the Scope of Work.
10. Include statement on anticipated time frame based on the scope of work as listed in this RFQ. Report on prior experience in delivering services within the prescribed time frame.

SECTION 8. SUBMISSION INSTRUCTIONS:

STATEMENT OF QUALIFICATIONS MUST BE RECEIVED BY

11:30AM (CENTRAL TIME) JULY 1, 2022

SUBMISSIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED

Four (4) printed copies of the Statement of Qualifications in a sealed envelope should be sent to:

Ramie Hammonds
Development Services Director
City of Sanger
201 Bolivar Street
Sanger, TX 76266

Phone: 940-458-2059

Email: rhammonds@sangertexas.org

One (1) electronic, PDF copy of the Statement should also be included on a USB/Flash drive.

Questions should be directed to Ramie Hammonds, Development Services Director, at the contact information listed above.

SECTION 9. SELECTION PROCESS AND CRITERIA FOR CONSIDERATION OF QUALIFICATIONS:

Statements will be reviewed and evaluated by the City staff and on a number of criteria, including, but not limited to the following:

- Overall responsiveness and quality of the proposal in clearly stating an understanding of the project.
- Technical understanding of ordinance writing for a City like Sanger, Texas.
- Experience and knowledge in developing similar plans by consultant personnel who will be directly involved with the project.
- The nature and quality of the expertise the consultant possesses in a full range of required disciplines.
- The experience and availability of support staff for the project.
- The ability to complete the plan within the given timeframe.
- References.

After evaluating the proposals, the City may request additional information from any consultant identified as most responsive to this RFQ. At its discretion, the City may require any consultant to make a presentation to provide an opportunity to clarify the submission. The City will schedule any such presentations. The City will evaluate the written proposals and will select the consultant which meets the best interest of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final. The City reserves the right to negotiate any and all elements of this proposal, including, but not limited to, the fee structure and terms of the contract, with the proposing firm selected.

A. DISCLAIMER

This RFQ does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of Statements or in anticipation of a contract. The City reserves the right at its sole discretion: to make selections, to reject any or all submissions, to issue subsequent RFQ, to remedy technical errors in the RFQ process and to enter into a contract with one or more consultants for the provisions of any, all or some of the services described herein.

B. AGREEMENT FOR PROFESSIONAL SERVICES

Attached as Exhibit A is the City of Sanger's standard agreement for professional services. The agreement also indicates the insurance and indemnification requirements that the City will require of the selected firm.

C. ADDITIONAL INFORMATION:

1. A person or business that contracts with Sanger 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.
2. Compliance with HB 89. A person or business that contracts with Sanger or who seeks to contract with the City shall not boycott Israel at any time while providing products or services to the City of

Sanger. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

3. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

4. Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

5. Compliance with SB 252. A person or business that contracts with Sanger or who seeks to contract with the City shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Sanger.

Yes, we agree No, we do not agree

The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained herein and that they are duly authorized to execute this agreement and response to the Request for Qualifications.

Signature

Company

Date



**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE CITY OF SANGER AND
#RESPONDENT#**

THIS AGREEMENT is made and entered by and between the **City of Sanger, Texas**, hereinafter referred to as "Sanger", and _____, a Texas corporation, hereinafter referred to as "RESPONDENT" to be effective from and after the date as provided herein.

WITNESSETH

WHEREAS, Sanger desires to engage the services of a qualified RESPONDENT to rewrite the City's Zoning, Subdivision, and Sign ordinances; and

WHEREAS, Sanger finds that RESPONDENT is the most qualified party to provide such services; and

WHEREAS, RESPONDENT desires to render such services for Sanger upon the terms and conditions provided herein; and

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**I.
ENGAGEMENT**

Sanger hereby agrees to retain RESPONDENT to rewrite the City's Zoning, Subdivision, and Sign ordinances, and RESPONDENT agrees to perform such services in accordance with the Scope of Services and the terms and conditions of this Agreement.

**II.
SCOPE OF SERVICES**

The parties agree that RESPONDENT shall perform such services as are further described in Exhibit "A" hereto (collectively "Scope of Services"). The parties understand and agree that deviations or modifications in the Scope of Services may be authorized from time to time by Sanger but said authorization must be made in writing.

**III.
COMPLETE AGREEMENT**

This Agreement, including Exhibit "A", constitutes the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**IV.
TERM OF AGREEMENT/TERMINATION**

The initial term of this Agreement shall commence upon the complete execution of the Agreement by Sanger and RESPONDENT and shall continue until the Scope of Services is completed. This agreement may be terminated by either party with thirty (30) days' notice unless specified otherwise

in Exhibit "A". In the event of termination by Sanger, RESPONDENT shall be compensated in accordance with the terms of this Agreement and shall deliver to Sanger all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, or other items prepared by RESPONDENT in connection with this Agreement.

V.
COMPENSATION AND EXPENSES

RESPONDENT shall be paid for performance of the Scope of Services as set forth in Exhibit "A".

VI.
INDEPENDENT CONTRACTOR

RESPONDENT covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of Sanger; that it shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and RESPONDENTS; that the doctrine of respondent superior shall not apply as between Sanger and RESPONDENT, its officers, agents, employees, contractors, subcontractors and RESPONDENTS, and nothing herein shall be construed as creating a partnership or joint enterprise between Sanger and RESPONDENT.

VII.
ASSIGNMENT

RESPONDENT agrees that this Agreement shall not be assigned without the prior written consent of Sanger, except to an Affiliate of RESPONDENT. Affiliate shall mean (1) any corporation or other entity controlling, controlled by, or under common control with (directly or indirectly) RESPONDENT, including, without limitation, any parent corporation controlling RESPONDENT or any subsidiary that RESPONDENT controls; (2) the surviving corporation resulting from the merger or consolidation of RESPONDENT; or (3) any person or entity which acquires all of the assets of RESPONDENT as a going concern. RESPONDENT shall be permitted to enter into subcontracts for performance of portions of the Scope of Services; however, RESPONDENT shall not subcontract the entirety of the Scope of Services to a single subcontractor without Sanger's consent. RESPONDENT further agrees that the assignment of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the RESPONDENT from its full obligations to Sanger as provided by this Agreement.

VIII.
AUDITS AND RECORDS

RESPONDENT agrees that Sanger or its duly authorized representatives shall, until the expiration of three (3) years after termination under this Agreement, upon reasonable notice, have access to and the right to examine and photocopy any and all books, documents, papers and records of RESPONDENT which are directly pertinent to the services to be performed under this Agreement. RESPONDENT agrees that Sanger shall have access during normal working hours to all necessary RESPONDENT's facilities and shall be provided adequate and appropriate work space.

IX.
WARRANTY

RESPONDENT warrants that (a) it and each of its employees, RESPONDENTs and subcontractors, if any, that it uses to provide and perform professional services has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the services in accordance with the agreement and the Scope of Services; and (b) the professional services will be performed for and delivered to Sanger in a good, diligent, workmanlike manner in accordance with industry standards.

X
INDEMNITY

RESPONDENT, to the extent allowable by law, shall defend, indemnify, and hold harmless Sanger, its City council, officers, employees, and agents from and against all citations, claims, costs, damages, demands, expenses, fines, judgments, losses, penalties, or suits, which in any way arise out of, relate to, or result from the performance of the work or which are caused by the intentional acts or negligent acts or omissions of its subcontractors, any officers, agents, or employees. Sanger, to the extent allowable by law, shall defend, indemnify, and hold harmless the RESPONDENT, its officers, employees, and agents from and against all citations, claims, costs, damages, demands, expenses, fines, judgments, losses, penalties, or suits, which in any way arise out of, relate to, or result from the performance of the work or which are caused by the intentional acts or negligent acts or omissions of its subcontractors, any officers, agents, or employees.

XI.
MAILING OF NOTICES

RESPONDENT agrees that all notices or communications to Sanger permitted or required under this Agreement shall be addressed to Sanger at the following address:

City Manager
City of Sanger
502 Elm Street
P.O. Box 1729
Sanger, Tx 76266

Sanger agrees that all notices or communications to RESPONDENT permitted or required under this Agreement shall be addressed to RESPONDENT at the following address:

[Insert Address]

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XII.
MISCELLANEOUS

1. The City of Sanger has found that RESPONDENT is the most qualified party to fulfill the requirements of the agreement as this is a contract for the purchase of personal and/or professional

services and therefore is exempt from competitive bidding.

2. A person or business that contracts with the Sanger or who seeks to contract with Sanger 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.

3. Compliance with SB 252: RESPONDENT agrees per SB 252 that RESPONDENT shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Sanger.

4. Compliance with HB 89: RESPONDENT agrees per HB 89 that RESPONDENT shall not boycott Israel at any time while providing products or services to the City of Sanger. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

5. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

6. Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

XIII. VENUE/GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in City of Sanger, Texas. Exclusive venue shall lie in Denton County, Texas.

XIV. SUCCESSORS AND ASSIGNS

RESPONDENT and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

XV. INSURANCE

RESPONDENT shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

- A. Workers' Compensation and Employers' Liability:
 - i. State of Texas: \$1,000,000 Each Accident
 - ii. Employer's Liability: \$100,000 Each Accident

- B. Commercial General Liability:
 - i. Bodily Injury & Property Damage with a General Aggregate Limit: \$1,000,000
 - ii. Personal & Advertising Injury Limit \$500,000
 - iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

- C. Commercial Automobile Liability Limits:
 - i. Bodily Injury & Property Damage Combined Single Limit: \$1,000,000

Prior to the execution of any awarded contract by the City, the successful RESPONDENT 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.

XIV.
SEVERABILITY

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

XV.
AUTHORITY TO SIGN

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

This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

SIGNED on the date indicated below.

Date: _____

RESPONDENT

BY:

Manager/Partner

Date: _____

CITY OF SANGER

BY:

Mayor/City Manager

APPROVED AS TO FORM:

Hugh Coleman
City Attorney

Exhibit "A"
Bid Response/Scope of Services

AGENDA MEETING DATE: June 6, 2022

TO: John Noblitt, City Manager

FROM: Waylan Rhodes, Chief of Police

ITEM/CAPTION:

INTERLOCAL AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF SANGER

Consider an Interlocal Cooperation Agreement between Denton County and the City of Sanger Police and Fire Departments for use of the Denton County Radio Communications System. (Rhodes)

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

POLICE DEPARTMENT

Radio User Only - \$4.00 each per month

PD Radio Subscribers 34 = \$1,632.00

Total Amt Per Year = \$1,632.00

FIRE DEPARTMENT

Includes Tier I USCI' + add on of Subscriber Services (program once per year and PM radios ever two years) \$6 each month

FD Radio Subscribers 37 \$2,644.00

Total Amt Per Year = \$2,644.00

Total \$4,276.00

FUNDS:

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends Council approval of Interlocal Cooperation Agreement Between Denton County and the City of Sanger Police and Fire Departments for Use of the Denton County Radio Communications System as presented.

ATTACHMENTS:

Description	Upload Date	Type
2021-2022 Interlocal Police Fire Radio	5/31/2022	Cover Memo

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

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

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

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

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

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

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

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

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

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

I.

DEFINITIONS

“*Assignee*” means the City employee assigned to a specific Subscriber Unit.

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

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

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

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

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

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

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

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2021, and ending on the 30th day of September, 2022. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF SANGER

3.1 Sanger shall use the System in accordance with this Agreement to provide integration of communications by Sanger between its Users on the System for governmental operations.

3.2 When using the System, Sanger shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Sanger uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Sanger will also abide by the User rules of those Talk Groups.

3.3 Sanger must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Sanger is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Sanger is responsible for all programming of City-owned Subscriber Units.

3.5 Sanger shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Sanger, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Sanger shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Sanger to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Sanger. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Sanger Talk Groups nor make changes to the Sanger radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit B** and **Exhibit C**, which are attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Sanger before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will

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

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

VI.

PAYMENT DUE

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

VII.

TERMINATION

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

VIII.

RELEASE AND HOLD HARMLESS

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

IX.

IMMUNITY

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

X.

ASSIGNMENT

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

XI.

ENTIRE AGREEMENT

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

XII.

NOTICES

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

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

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

XIII.

AUTHORITY TO SIGN

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

XIV.

SEVERABILITY

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

XV.

VENUE

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

XVI.

INTERPRETATION OF AGREEMENT

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

XVII.

REMEDIES

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

XVIII.

SUCCESSORS AND ASSIGNS

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

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF SANGER, TEXAS:

BY:

_____ Date: _____
Thomas E. Muir, Mayor

City of Sanger

P. O. Box 1729

Sanger, TX 76266

940-458-7930

Approved as to content:

David Pennington, Fire Chief

Waylan Rhodes, Chief of Police

Approved as to form:

Attorney for Agency

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

BY:

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Date: _____

Approved as to content:

Denton County Sheriff's Office

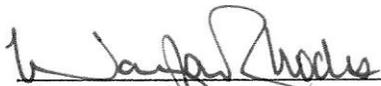
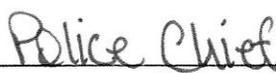
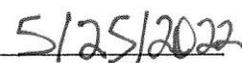
Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit C
Denton County Sheriff's Office
Radio Communications System Agreement
Agency Payment Worksheet

Agency	City of Sanger Police Department	
Payment Contact Person:	John Noblitt, City Manager and/or Kelly Edwards, City Secretary	
Phone Number:	940-458-7930	
Emails:	jnoblitt@sangertexas.org and/or lges\wucls a)san_gertexas.org	
Address:	502 Elm Street / PO Box 1729	
City, State, Zip	Sanger, Texas 76266	
Agency Should Include this Worksheet with Each Payment Sent to Denton County.		
Make checks payable to:		Denton County
Mail payments to:		Radio Communications Systems Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208
<u>Tier 1</u>		
Radio User Only - \$4.00 once per month		
PD Radio Subscribers 34 = \$1,632.00		
Total Amt Per Year = \$1,632.00		
BILLED ANNUALLY		

Please sign and date below,

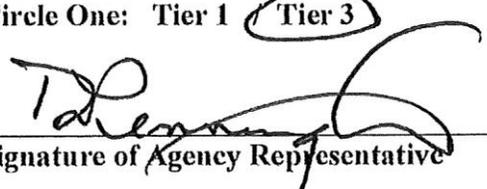




Signature of Agency Representative Title Date

Exhibit B
Denton Count Sheriff's Office
Radio Communications System Agreement
Agency Payment Worksheet

Agency	City of Sanger Fire Department				
Payment Contact Person:	John Noblitt, City Manager and/or Kelly Edwards, City Secretary				
Phone Number:	940-458-7930				
Email s :	<u>Noblitt a)sangertexas.org and/or kedwards@sangertexas.org</u>				
Address:	502 Elm Street / PO Box 1729				
City, State, Zip	San er, Texas 76266				
Agency Should Include this Worksheet with Each Payment Sent to Denton County.					
Make checks payable to:	Denton County				
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208				
Please select one of the following options:					
Tier 1			<u>Tier 3</u>		
Radio User ONLY- \$4 each per month			Includes Tier I USCI + add on of Subscriber Services (program once per year and PM radios ever two years) \$6 each month		
FD Radio Subscribers	37	\$1,776.00	FD Radio Subscribers	37	\$2,664.00
Total Amt Per Year =		\$1,776.00	Total Amt Per Year =		\$2,664.00
BILLED ANNUALL Y					

Circle One: Tier 1 **Tier 3**


Fire Chief
5.24.22

Signature of Agency Representative Title Date

AGENDA MEETING DATE: June 6, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

PROFESSIONAL SERVICE AGREEMENT - INSTANT INSPECTOR

Consider a contract with a third party inspection company known as Instant Inspector to perform new and bi-annual health inspections for the City, and authorize the City Manager to execute said agreement. (Hammonds)

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

- The City utilizes a third party inspector for health inspections.
 - The current inspector notified Development Services that they will no longer be performing inspections effective immediately.
 - The City must contract with a new inspector in order to meet state regulations for health establishments
 - The inspector will be responsible for inspecting all new and current food establishments, daycares, schools, foster homes, and special events.
 - The City has determined that Contractor is the most qualified vendor to provide these professional services.
-

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

The City Attorney reviewed the agreement as to form.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

Budgeted expense - Development Services (001-28-5440)

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL.

ATTACHMENTS:

Description	Upload Date	Type
Professional Service Agreement	6/1/2022	Cover Memo

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, ____ , (the “Effective Date”) by and between the City of Sanger, Texas, (the “CITY”), and Bradley Tucker Investments, LLC, dba Instant Inspector, a Texas limited liability company, (the “CONTRACTOR”) (individually referred to as a “Party” and collectively as the “Parties”).

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. **Services.**

The CONTRACTOR shall perform the services set forth in **Exhibit A**, attached hereto (“the Services”).

2. **Compensation and Reimbursement.**

2.1 CITY shall pay CONTRACTOR for services rendered and invoiced based on the fee schedule set forth in **Exhibit B**. CONTRACTOR agrees the CONTRACTOR will not hold the CITY liable for any additional compensation beyond the above noted rate without prior written approval of the CITY which approval CITY shall not unreasonably withhold or delay.

2.2 CONTRACTOR shall submit invoices as services are performed. CITY shall then pay the CONTRACTOR the total amount of the statement which is validly due within thirty (30) days. All payments made under this Agreement shall be made from currently available funds.

2.3 In the event CITY should request additional services not set forth in Exhibit A, CONTRACTOR and CITY shall agree on the compensation for those services prior to performance by CONTRACTOR. Performance of these additional services may be outside the scope of the contract as set forth in Section 3 of this Agreements. Under no circumstances will CONTRACTOR perform additional services without prior written authorization from CITY.

3. **Term.**

3.1 The term of this Agreement shall be one year from the Effective Date and shall automatically renew for an additional period of one year unless cancelled by either party. This Agreement may be terminated upon giving thirty (30) day written notice at any time by either Party. In the event of termination prior to the completion of the Services for reasons other than from cause, payment shall be made pro rata for services performed through the effective termination date. This payment shall be the CITY’s sole obligation to the CONTRACTOR.

3.2 Upon termination or expiration of this Agreement, CONTRACTOR shall return to CITY any and all equipment, documents, or materials that are the property of the CITY, and copies made of all documents, which CONTRACTOR received from, and/or developed for CITY for the purposes of this Agreement.

3.2 In the event that no funds or insufficient funds are appropriated by the CITY in any fiscal period for any payments due hereunder, CITY will notify CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without any penalty or expense to the CITY of any kind whatsoever.

4. Indemnification. CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS COUNCIL MEMBERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INSURERS AND ATTORNEYS (THE "CITY PARTIES") FOR ANY AND ALL CLAIMS FROM DAMAGES, PERSONAL INJURY AND/OR DEATH THAT MAY BE ASSERTED AGAINST THE CITY ARISING FROM THE NEGLIGENCE, IN WHOLE OR IN PART, OF CONTRACTOR, OR THE CONTRACTOR'S PERFORMANCE HEREUNDER. THE FOREGOING NOTWITHSTANDING, THE CITY RESERVES THE RIGHT TO ALL AVAILABLE LEGAL DEFENSES AND ALL PROTECTIONS, IMMUNITIES AND LIMITATION OF LIABILITY PROVIDED BY THE TEXAS TORT CLAIMS ACT, THE TEXAS AND UNITED STATE CONSTITUTIONS, COMMON LAW, OR STATUTES OTHERWISE RELATIVE TO THESE PARTIES. THESE PROVISIONS ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

5. Insurance. CONTRACTOR agrees to provide at all times during the term of this Agreement the following insurance policies with the minimum limits:

A. Commercial General Liability Insurance:

\$1,000,000 - each occurrence

\$2,000,000 – aggregate

The policy shall be made on an occurrence basis, not claims-made basis.

B. Automobile Liability Insurance:

\$1,000,000 – combined single limit

C. Workers Compensation Insurance:

Statutory limits

D. Professional Liability Insurance:

\$1,000,000 – each claim

\$1,000,000 – aggregate

All insurance and certificate(s) of insurance shall contain the following provisions: (1) name CITY as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; and (2) provide for at least thirty (30) days prior written notice to CITY for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance coverage. CONTRACTOR shall provide written notice to CITY of any material change of or to the insurance required herein. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of service.

6. Notices.

All notices and billings shall be in writing and sent to the following addresses:

To CITY (notices): City of Sanger, Texas
Attn: City Manager
P.O. Box 1729
Sanger, Tx. 76266

To CITY (billings): City of Sanger, Texas
Attn: Development Services
P.O. Box 1729
Sanger, Tx. 76266

With Copy of Notices: City of Sanger, Texas
Attn: City Attorney
P.O. Box 1729
Sanger, Tx. 76266

To CONTRACTOR: Bradley Tucker Investments, LLC
Attn: Bradley Strange
539W. Commerce St., Suite 1601
Dallas, Texas 75208

7. General.

7.1 The CITY has determined that Contractor is the most qualified vender to provide these Professional Services.

7.2 CONTRACTOR must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us. The form contains mandatory disclosures regarding "employment or business relationships" CONTRACTOR may have with any of CITY'S municipal officers.

7.3 Compliance with SB 252: CONTRACTOR agrees per SB 252 that they shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Sanger.

7.4 At all times during the terms of this Agreement, CONTRACTOR shall be and remain certified by the State of Texas as a Professional Registered Sanitarian. If the State of Texas ever revokes or suspends the certification held by CONTRACTOR, CONTRACTOR shall immediately notify CITY, not later than two (2) business days of receipt of such revocation or suspension.

7.5 CONTRACTOR shall comply with all Federal, State, and County laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement.

7.6 CONTRACTOR shall perform the Services as an independent contractor and shall not be considered and employee of CITY for any purpose whatsoever, including, but not limited to, entitlement to CITY employee benefits. CONTRACTOR hereby expressly waives any claim or entitlement to such benefits. CONTRACTOR shall be responsible for payment of all federal and state taxes and assessments of any nature arising from the performance of this Agreement. CONTRACTOR understands that CITY will not withhold federal or state taxes from fees paid under this Agreement, the payment of such taxes being the sole responsibility of CONTRACTOR.

7.7 The CITY, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours advance notice, to audit, to examine, and to make copies of our extracts from the book of account and records maintained by CONTRACTOR with respect to the Services. If such audit shall disclose overpayment by CITY to CONTRACTOR, written notice of such overpayment shall be promptly reimbursed by CONTRACTOR to the CITY. In the event any such overpayment is not paid within ten (10) days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

7.8 The waiver or failure of either Party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

7.9 If any provision of this Agreement is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

7.10 This Agreement shall be governed by the laws of the State of Texas. Venue for any action arising from this Agreement shall be exclusively in Denton County, Texas.

7.11 This Agreement may not be modified, altered or amended except by written instrument duly executed by both Parties.

7.12 CONTRACTOR shall not assign this Agreement, or any part thereof, without the prior written consent of the CITY. This constitutes the entire understanding between CONTRACTOR and CITY respecting the Services described herein.

CITY OF SANGER, TEXAS

CONTRACTOR

By: _____

By: _____

John Noblitt

Bradley Strange

City Manager, City of Sanger

Approved as to Form:

By: _____

City Attorney – City of Sanger

EXHIBIT A

SCOPE OF SERVICES

- A. CONTRACTOR agrees to provide the CITY the following services:
1. Inspections of all food service facilities in the City in relation to issuance of Certificates of Occupancy;
 2. Bi-Annual On-Site inspections of commercial and public facilities that serve non-packaged food, including but not limited to schools, day care centers, etc.;
 3. On-Site inspections of public or semipublic swimming pools and spas;
 4. Inspections of mobile food vendors;
 5. Provide inspections for temporary events;
 6. Provide inspection as needed in the event of power loss at a commercial food establishment;
 7. Make evaluations and assessments of inspected facilities to determine compliance with federal, state, and local laws, including the rules of regulations of Texas Department of Sate Health Services or Texas Department of Licensing and Regulations;
 8. Review of plans for food service facilities, vendors and public or semipublic swimming pools;
 9. Submit any necessary and/or required documentation to the City or the State of Texas timely;
 10. Provide reports to the City Council or city staff upon request; and
 11. Work and act as a team player in interactions with CITY officials and employees' and provide a high level of customer service at all times.

EXHIBIT B

Fee Schedule

Permit Type	Fee (Per Inspection)
Food Establishment	\$125.00
Food Truck	\$125.00
Temporary Event	\$75.00
Pool & Spa	\$125.00
Daycare	\$125.00
Foster Home	\$150.00
Registered Family Home	\$150.00
OSSF Permit Review	\$150.00
OSSF Installation Inspection	\$150.00
Restaurant Plan Review	\$150.00
Pool & Spa Plan Review	\$150.00
Complaint Investigation	\$75.00
Follow-up Inspection	\$50.00

AGENDA MEETING DATE: June 6, 2022

TO: John Noblitt, City Manager

FROM: Jim Bolz, Public Works Director

ITEM/CAPTION:

FM 455 UTILITY RELOCATION - CHANGE ORDER No. 5

Consider Change Order No. 5 in the amount of \$27,040.00, with Quality Excavation, LLC for the FM 455 Project to dig out the utility ditch-line and backfilling with flowable fill concrete to stabilize the area in front of the utility poles; adding 6" PVC waterline and 6" steel casing as shown on the plans; and, authorize the City Manager to execute said Change Order No. 5. (Bolz)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval, Change Order

BACKGROUND:

Change Order No. 5 encompasses three separate items:

1. Excavate ditch line at utility poles and fill with flowable fill:

- Unmarked gas line was roughly 6' from electric poles forcing the water line to be installed 3' away from the Sanger Electric pole
- New water line was designed to be installed 5' away from Sanger Electric poles
- Modification caused excavation to take place within about 1' of the Sanger Electric poles due to the width of the excavator bucket
- Creating concern from the electric department about the future stability of the Sanger Electric poles
- Electrical engineer recommended installing flowable fill in the ditch line around the utility poles to shore up those areas

2. Add 6" PVC Water Pipe by open cut (5th St & 7th St)

- Plans require tie in of 6" line at 5th Street and 7th Street with new line running adjacent to FM 455
- There was not any bid item pricing for 6" PVC pipe

3. Add 6" Steel Casing Pipe by Open Cut (6th St & 8th St)

- Plans require new water lines to be encased when going under streets
- 6" casing was required at 6th Street and 8th Street
- There was not any bid item pricing for 6" steel casing

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

\$27,040.00

Original Contract Amount \$4,546,550.20

Change Order No.1: \$ 39,993.00

Change Order No.2: \$ 3,145.00

Change Order No.3: \$ 23,650.00

Change Order No.4: \$ 44,260.45

FUNDS:

Enterprise Capital Project Funds

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval.

ATTACHMENTS:

Description	Upload Date	Type
Change Order No 5	5/25/2022	Backup Material



QUALITY EXCAVATION, LLC
 958 US HIGHWAY 377, SUITE # 200
 AUBREY, TX 76227

Project Name	Sanger FM 455 Water and Wastewater Utility Relocations
Project Number	CSJ: 0195-02-072
Date	May 6, 2022
Current Contract Amount	\$4,546,550.20
Requested Change Order 5 Amount	\$27,040.00

BID ITEM	DESCRIPTION	QUANTITY	UNIT	\$/UNIT	TOTAL/EXTENSION
CO 5	Excavate ditchline at utility poles and fill with flowable fill	10	EA	\$1,250.00	\$12,500.00
	6" PVC Water Pipe (DR 18) by Open Cut (OC) (5th St & 7th St)	70	LF	\$74.00	\$5,180.00
	6" Steel Casing Pipe by Open Cut (OC) (6th St & 8th St)	120	LF	\$78.00	\$9,360.00
					\$0.00
					\$0.00
Total					\$27,040.00

Proposal for digging out the utility ditchline and backfilling with flowable fill concrete to stabilize the area in front of the utility poles.

Adding the 6" PVC waterline and the 6" steel casing as shown on the plans.

Respectively Submitted

Rich Elliott

Approved _____

Printed _____

AGENDA MEETING DATE: June 6, 2022

TO: John Noblitt, City Manager

FROM: Jim Bolz, Public Works Director

ITEM/CAPTION:

APPROVAL RFQ FOR INSPECTION AND MAINTENANCE OF WATER STORAGE/TANK

Consider a Request for Qualifications for Professional Services (RFQ) for full-service water storage maintenance and asset maintenance plan for .100MG ground storage tank and .300Mg ground storage tank located at Cherry Street, a .500MG elevated storage tank located at Acker Street, and a .100MG ground storage tank located at Utility Road. (Bolz)

AGENDA TYPE: Consent Agenda

ACTION REQUESTED: Approval

BACKGROUND:

- The City has identified four additional water storage containers that need additional maintenance, above and beyond, normal inspection procedures.
 - The City currently has a professional service contract for water storage and asset management that has proved to be very beneficial
 - The City wishes to obtain an additional service contract to include storage tanks that were not part of the original full-service contract
-

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

The City Attorney reviewed the RFQ as to form.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

Enterprise Capital Projects Fund

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends approval to issue the RFQ.

ATTACHMENTS:

Description	Upload Date	Type
Request for Services	5/31/2022	Cover Memo
Request for Qualifications	5/31/2022	Backup Material

City of Sanger, TX
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES FOR FULL-SERVICE WATER STORAGE MAINTENANCE
AND ASSET MANAGEMENT PLAN

May 2022

CITY OF SANGER, TX

502 ELM STREET

SANGER, TX 76266

940-458-7930

SECTION 1. INTRODUCTION

The City of Sanger, TX requests qualifications for professional services to provide a potable water storage tank maintenance and asset management plan to assist with maintaining water quality within the City water distribution system and desires to develop an ongoing collaborative partnership with a professional service provider to continually explore ways to manage water storage tanks in the most cost-effective manner while managing the risks of maintaining water quality within the City’s distribution system.

Historically, when City water tanks were in need of recoating, the City followed the traditional business model of hiring a consultant to develop bid specifications, assist with the bid process, and provide construction oversight of the project. Moving forward, the city has determined that it may be in its best interest to pursue a business model of ongoing maintenance and professional asset management compliant with GASB-34. Specifically, the City intends to maintain all of its water storage water tanks under a full comprehensive full-service “GASB 34 approved” maintenance and asset management plan and manage water quality within their distribution system to minimize their risks.

The scope of professional services sought are to include, but not be limited to:

1. A Full-Service Maintenance Plan;
2. Completion of existing paint removal and disposal;
3. A custom-designed water storage tank maintenance plan;
4. A custom-designed water storage tank inspection plan;
5. A custom-designed water storage tank cleaning plan;

SECTION 2. BACKGROUND

City staff has evaluated and prioritized the maintenance needs and importance of each of its tanks in the city's water system. City staff has determined that 4 of the vessels are most in need of additional maintenance above normal inspection procedures. These vessels include a .100MG GST and .300MG GST (Cherry St.), a .500MG EST(Acker St), and a .100MG GST (Utility Road).

SECTION 3. AGREEMENT FOR PROFESSIONAL SERVICES

Attached as Exhibit A is the City of Sanger's standard agreement for professional services. The agreement also indicates the insurance and indemnification requirements that the City will require of the selected firm.

SECTION 4. QUALIFICATIONS

The City of Sanger, TX desires to employ a qualifications-based selection process and will evaluate each respondent's proposal using RFQ evaluation criteria to rank each prospective respondent. The highest-ranked respondent will then be asked to submit a proposal to provide a full-service maintenance and asset management plan for its water tanks/towers.

After selection of a provider for these professional services, the City of Sanger, TX will negotiate with the professional services provider to finalize the scope of work, fees, and specific contractual arrangements.

Information provided to the City of Sanger, TX must, at a minimum, include the following:

1. The specialized experience and technical competence of the professional service provider with respect to potable water storage tank maintenance plans, tank mixing systems, and chemical cleaning processes for the water storage tank. Please provide a description of firm, including past experience with similar projects.
2. Due to the long-term nature of the Full-Service Maintenance Plan, it is critical that the successful firm has sufficient experience in providing the services required in the RFQ. Please provide a minimum of five references for similar projects. References shall include a description of the referred project, contact person and current contact information
3. Demonstration of the capacity and capability of the firm to perform and provide the work and services requested and to provide ongoing basic necessary maintenance. Does the firm have the proper equipment, resources, personnel, project management, inspection services, lead abatement experience, and financial capability to support ongoing work?
4. The proximity and location of the service provider's crew and management. Please provide the number of in-house paint crews currently engaged with the Firm, your past record of performance and experience with respect to the ability to meet deadlines, typical response time for service or start of work, turn-over rate of staff, quality of work and quality assurance and control of costs.

5. Please detail your ability to begin work and implement GASB-34 compliant tank maintenance plans and water quality management services within the desired timetable shall receive primary consideration.

SECTION 5. EVALUATION OF QUALIFICATIONS

1. The City will review all proposals for completeness based on the requirements in this RFP. Proposals found to be incomplete or that fail to address the needs of the City may not be evaluated. The contract will be awarded to the Respondent whose proposal is determined to be the most advantageous to the City, relative qualifications, and quality of services, as set forth in the evaluation criteria in Exhibit B.

SECTION 6. SUBMITTAL INFORMATION

1. Sealed Envelopes containing five copies of qualifications should be delivered to Jim Bolz, 201 Bolivar, Sanger Texas 76266, at 2:00 P.M., July 20, 2022. Qualifications must be typewritten and provided in hardcopy. Qualifications submitted orally (either by telephone or in-person), by facsimile or via E-mail WILL NOT be accepted.
2. Except for those documents or portions of documents required to be disclosed by law, all documents submitted as part of the Offeror's statement of qualifications will be deemed confidential during the evaluation process. Following award of a contract, all statements of qualifications will become public documents and will be available for public viewing unless the Offeror has previously requested in writing the nondisclosure of trade secrets and other proprietary data and has clearly identified those portions of its statement of qualifications which the Offeror considers to be trade secrets and/or proprietary data. The Offeror may not identify its entire statement of qualifications as consisting of trade secrets and/or proprietary data and any statement of qualifications so marked shall be considered non-responsive. The City makes no representations with regard to whether the identified proportions of a statement of qualifications are subject to public viewing pursuant to the Texas Public Information Act (Section 552.001 et seq. of the Texas Government Code) or any other applicable laws or statutes.
3. A person or business that contracts with Sanger 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.
4. Compliance with HB 89. A person or business that contracts with Sanger or who seeks to contract with the City shall not boycott Israel at any time while providing products or services to the City of Sanger. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

Yes, we agree

No, we do not agree

N/A

City of Sanger, TX
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SERVICES FOR FULL-SERVICE WATER STORAGE MAINTENANCE
AND ASSET MANAGEMENT PLAN

May 2022

CITY OF SANGER, TX

502 ELM STREET

SANGER, TX 76266

940-458-7930

SECTION 1. INTRODUCTION

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Historically, when City water tanks were in need of recoating, the City followed the traditional business model of hiring a consultant to develop bid specifications, assist with the bid process, and provide construction oversight of the project. Moving forward, the city has determined that it may be in its best interest to pursue a business model of ongoing maintenance and professional asset management compliant with GASB-34. Specifically, the City intends to maintain all of its water storage water tanks under a full comprehensive full-service “GASB 34 approved” maintenance and asset management plan and manage water quality within their distribution system to minimize their risks.

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2. Due to the long-term nature of the Full-Service Maintenance Plan, it is critical that the successful firm has sufficient experience in providing the services required in the RFQ. Please provide a minimum of five references for similar projects. References shall include a description of the referred project, contact person and current contact information
3. Demonstration of the capacity and capability of the firm to perform and provide the work and services requested and to provide ongoing basic necessary maintenance. Does the firm have the proper equipment, resources, personnel, project management, inspection services, lead abatement experience, and financial capability to support ongoing work?
4. The proximity and location of the service provider's crew and management. Please provide the number of in-house paint crews currently engaged with the Firm, your past record of performance and experience with respect to the ability to meet deadlines, typical response time for service or start of work, turn-over rate of staff, quality of work and quality assurance and control of costs.

5. Please detail your ability to begin work and implement GASB-34 compliant tank maintenance plans and water quality management services within the desired timetable shall receive primary consideration.

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1. The City will review all proposals for completeness based on the requirements in this RFP. Proposals found to be incomplete or that fail to address the needs of the City may not be evaluated. The contract will be awarded to the Respondent whose proposal is determined to be the most advantageous to the City, relative qualifications and quality of services.

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1. Sealed Envelopes containing five copies of qualifications should be delivered to Jim Bolz, 201 Bolivar, Sanger Texas 76266, at 2:00 P.M., July 20, 2022. Qualifications must be typewritten and provided in hardcopy. Qualifications submitted orally (either by telephone or in-person), by facsimile or via E-mail WILL NOT be accepted.
2. Except for those documents or portions of documents required to be disclosed by law, all documents submitted as part of the Offeror's statement of qualifications will be deemed confidential during the evaluation process. Following award of a contract, all statements of qualifications will become public documents and will be available for public viewing unless the Offeror has previously requested in writing the nondisclosure of trade secrets and other proprietary data and has clearly identified those portions of its statement of qualifications which the Offeror considers to be trade secrets and/or proprietary data. The Offeror may not identify its entire statement of qualifications as consisting of trade secrets and/or proprietary data and any statement of qualifications so marked shall be considered non-responsive. The City makes no representations with regard to whether the identified proportions of a statement of qualifications are subject to public viewing pursuant to the Texas Public Information Act (Section 552.001 et seq. of the Texas Government Code) or any other applicable laws or statutes.
3. A person or business that contracts with Sanger 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.
4. Compliance with HB 89. A person or business that contracts with Sanger or who seeks to contract with the City shall not boycott Israel at any time while providing products or services to the City of Sanger. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

5. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274,

Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

6. Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full time employees; or contracts that are less than \$100,000.00.

Yes, we agree No, we do not agree N/A

7. Compliance with SB 252. A person or business that contracts with Sanger or who seeks to contract with the City shall not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Sanger.

Yes, we agree No, we do not agree

8. This RFQ does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in the preparation and submission of Statements or in anticipation of a contract. The City reserves the right at its sole discretion: to make selections, to reject any or all submissions, issue subsequent RFQ, remedy technical errors in the RFQ process, and enter into a contract with one or more consultants for the provisions of any, all or some of the services described herein.

The undersigned affirms that he/she has read and understands the specifications, terms and conditions, all exhibits and attachments contained herein and that they are duly authorized to execute this agreement and response to the Request for Qualifications.

Signature

Company

Date

SUBMITTAL EXCEPTIONS FORM

AGENDA MEETING DATE: June 6, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

1114 N STEMMONS - SUP - PH

Conduct a Public Hearing for a Specific Use Permit (SUP) for Restaurant use located at 1114 N Stemmons Frwy. in the north suite of a multi-suite building on approximately 1.42 acres of land described as A00290A R. BEEBE, TR 133, zoned as Industrial 1 (I-1) within the City of Sanger and generally located on the corner of N 5th St and N Stemmons Frwy. (Hammonds)

AGENDA TYPE: Public Hearing

ACTION REQUESTED:

BACKGROUND:

- The site is currently zoned Industrial 1 (I-1).
 - The applicant is requesting a SUP for a restaurant that would be located at 1114 N Stemmons Frwy.
 - The suite is one of three located in that building, with one being an Italian restaurant and the other a hair salon.
 - This suite was previously a cleaners.
 - The property to the south is zoned B-2 and SF-8, the property to the north and east is I-1, and the property to the west across I-35 is zoned B-2.
-

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

N/A

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

N/A

AGENDA MEETING DATE: June 6, 2022

TO: John Noblitt, City Manager

FROM: Ramie Hammonds, Development Service Director

ITEM/CAPTION:

1114 N STEMMONS - SUP

Consider a request for a Specific Use Permit (SUP) for a Restaurant use located at 1114 N Stemmons Frwy. in the north suite of a multi-suite building on approximately 1.42 acres of land described as A00290A R. BEEBE, TR 133, zoned as Industrial 1 (I-1) within the City of Sanger and generally located on the corner of N 5th St and N Stemmons Frwy. (Hammonds)

AGENDA TYPE: Regular

ACTION REQUESTED: Approval

BACKGROUND:

- The site is currently zoned Industrial 1 (I-1).
 - The applicant is requesting a SUP for a restaurant that would be located at 1114 N Stemmons Frwy.
 - The suite is one of three located in that building, with one being an Italian restaurant and the other a hair salon.
 - This suite was previously a cleaners.
 - The property to the south is zoned B-2 and SF-8, the property to the north and east is I-1, and the property to the west across I-35 is zoned B-2
-

LEGAL/BOARD COMMISSION RECOMMENDATIONS/CITIZEN NOTICE FEEDBACK:

Planning & Zoning recommended APPROVAL.

FINANCIAL SUMMARY - FUNDING/FISCAL IMPACT:

N/A

FUNDS:

N/A

STAFF RECOMMENDATION/ACTION DESIRED:

Staff recommends APPROVAL.

ATTACHMENTS:

Description	Upload Date	Type
Location Map	5/26/2022	Cover Memo
Application	5/26/2022	Cover Memo
Letter of Intent	5/26/2022	Cover Memo
Ordinance No. 06-14-22	6/2/2022	Cover Memo
Exhibit A	5/27/2022	Cover Memo



Project Name: Don Julio Taqueria SUP
 1114 N Stemmons (I-35)
 Project: 22SANZON-0030

City Limits Exhibits

DISCLAIMER:
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 Date: 4/24/2022 5:17:21 PM
 Doc Name: 22SANZON-0030_1114 Stemmons SUP



May 18th

Jun 13

Jul 5th

June 6th

SANGER



City Council Approval

ZONING CHANGE/SUP APPLICATION

Zoning Change

Specific Use Permit

Applicant	Owner (if different from applicant)
Name: Julio cesar Guardado G.	Name: John Springer
Company: Don Julio Taqueria	Company: Spalmyer Properties, LLC
Address: 13182 Goodview Trail Sanger	Address: PO Box 248
City, State, Zip: 76266	City, State, Zip: Sanger, Tx 76266
Phone: (940) 390 06 01	Phone: 940-458-7758
Fax:	Fax:
Email: JulioGuardado264@gmail.com	Email: springerproperties@earthlink.net

Submittal Checklist

wed
•
•
✓
✓

Site Plan (for Specific Use Permits Only)
One (1) PDF Copy of Site Plan
Survey with Metes and Bounds Description
Letter of Intent
Application Fee (Check Payable to City of Sanger)

I certify that I am the legal owner of the above referenced property and that to the best of my knowledge this is a true description of the property upon which I have requested the above checked action. I designate the applicant listed as my representative.

Describe the subject property (address, location, size, etc.):

1114 Stemmons St Sanger Tx 76266

Describe the proposed zoning change or Specific Use Permit (SUP):

Owner Signature

Date

Julio Cesar Guardado G.

04-13-22

Applicant Signature

Date

Office Use

Fee
Date

City of Sanger
201 Bolivar / P.O Box 1729
Sanger, TX 76266

940-458-2059 (office)

940-458-4072 (fax)

www.sangertexas.org

Effective Date: 9/03/2019

Today Wednesday April 13, 2022.

I Julio Guardado live in Sanger Tx for nine years, I have a house and a beautiful family. I would like to be a part of this county. to open a business of my own. It would be a taqueria, I would like to be accepted, I have been working for twenty two years for Villa Grande Mexican Restavant, And I've very familiar with the business. My boss or owner is named Edgar suarez. He has been the one that has helped me to be what I am today. I have always dreamed of having a business of my own in Sanger Tx. My kids are in school here. The type of food I'd like to serve would be Mexican-Tex-mex.

Julio Guardado

Business name
Don Julio Taqueria.

CITY OF SANGER, TEXAS

ORDINANCE No. 06-14-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, REGARDING A SPECIFIC USE PERMIT TO ALLOW A RESTAURANT AT 1114 N STEMMONS FRWY ACKER STREET IN THE NORTH SUITE OF A MULTI-SUITE BUILDING ON APPROXIMATELY 1.42 ACRES OF LAND DESCRIBED AS A00290A R. BEEBE, TR 133; 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 Council finds it necessary for the public health, safety and welfare that development occur in a controlled and orderly manner; and

WHEREAS, all requests for a Specific Use Permit (SUP) were duly filed with the City of Sanger, Texas, concerning the hereinafter described property; and

WHEREAS, following provision of proper legal notice requirements, which were made in the time and manner prescribed by law, including written notice to owners within 200 feet of the subject property; and

WHEREAS, the Planning and Zoning Commission on May 9, 2022, duly covered and conducted public hearing for the purpose of assessing a request for a Specific Use Permit (SUP), recommending approval for the hereinafter described property; and

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

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

SECTION 1. That a Specific Use Permit (SUP) to allow a Restaurant use is hereby granted for the property located at 1114 N Stemmons Frwy as described in **Exhibit A.**

SECTION 2. That all matters stated in the preamble are found to be true and correct and are incorporated herein as if copied in their entirety.

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any

word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

SECTION 4. That this Ordinance shall be cumulative of all other City Ordinances and all other provisions of other Ordinances adopted by the City which are inconsistent with the terms or provisions of this Ordinance are hereby repealed.

SECTION 5. Any person, firm or corporation who shall violate any of the provisions of this article shall be guilty of a misdemeanor and upon conviction shall be fined in accordance with the general penalty provision found in The Code of Ordinances, Section 1.109 General Penalty for Violations of Code.

SECTION 5. 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 6th day of June, 2022.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney

Exhibit A



Project Name: Don Julio Taqueria SUP
1114 N Stemmons (I-35)
Project: 22SANZON-0030

 City Limits  Exhibits

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Date: 4/24/2022 5:17:21 PM
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