

CITY COUNCIL

MEETING AGENDA

DECEMBER 04, 2023, 6:00 PM

CITY COUNCIL REGULAR MEETING

HISTORIC CHURCH BUILDING - 403 N 7TH STREET, SANGER, TEXAS



CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

EXECUTIVE SESSION

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

Section 551.071. CONSULTATION WITH ATTORNEY

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

- Kamy Real Property Trust Vs. City Of Sanger, No. 23-10112-467
- City of Camden, et al. v. E.I. DuPont de Nemours and Company, et al., No. 2:23-cv-03230-RMG

Section 551.086. CERTAIN PUBLIC POWER UTILITIES: COMPETITIVE MATTERS.

- For deliberations regarding AEP Energy Partners.

RECONVENE INTO WORK SESSION

Reconvene into the Work Session. Any action deemed necessary as a result of Executive Session will be taken during the Regular Session.

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

ADJOURN THE WORK SESSION

**The Regular Meeting will begin following the Work Session
but not earlier than 7:00 p.m.**

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

INVOCATION AND PLEDGE

CITIZENS COMMENTS

This is an opportunity for citizens to address the Council on any matter. Comments related to public hearings will be heard when the specific hearing begins. Citizens are allowed 3 minutes to speak. Each speaker must complete the Speaker's Form and include the topic(s) to be presented. Citizens who wish to address the Council with regard to matters on the agenda will be received at the time the item is considered. The Council is not allowed to converse, deliberate or take action on any matter presented during citizen input.

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.

1. Consideration and possible action on the minutes from the November 6, 2023, meeting.
2. Consideration and possible action on the purchase of a sewer jetter truck for the Water Department in the amount of \$177,047.24 from Southwest International Trucks, Inc.
3. Consideration and possible action on Resolution 2023-17 to ratify approval of a contract for the emergency repair of water Well No. 7; making finds of an emergency exempting the contract from the requirements of competitive bidding under Chapter 252 of the Texas Local Government code; and authorize City Manager to execute said contract.
4. Consideration and possible action on the 2023-2024 Interlocal Cooperation Agreement Fire Protection Services between Denton County and the City of Sanger, Denton County, Texas and authorize the Mayor or City Manager to execute the agreement.
5. Consideration and possible action on the 2023-2024 Interlocal Cooperation Agreement Ambulance Services between Denton County and the City of Sanger, Denton County, Texas and authorize the Mayor or City Manager to execute the agreement.
6. Consideration and possible action on a contract with Republic Services for solid waste and recycling services and authorizing the City Manager to execute the contract and all necessary documents.

FUTURE AGENDA ITEMS

The purpose of this item is to allow the Mayor and Councilmembers to bring forward items they wish to discuss at a future meeting, A Councilmember may inquire about a subject for which notice has not been given. A statement of specific factual information or the recitation of existing policy may be given. Any deliberation shall be limited to a proposal to place the subject on an agenda for a subsequent meeting. Items may be placed on a future meeting agenda with a consensus of the Council or at the call of the Mayor.

EXECUTIVE SESSION

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Section 551.086. CERTAIN PUBLIC POWER UTILITIES: COMPETITIVE MATTERS.

- For deliberations regarding AEP Energy Partners.

RECONVENE INTO REGULAR SESSION

Reconvene into Regular Session and take any action deemed necessary as a result of Executive Session.

ADJOURN

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

CERTIFICATION

I certify that a copy of this meeting notice was posted on the bulletin board at City Hall that is readily accessible to the general public at all times and was posted on the City of Sanger website on November 30, 2023, at 11:30 AM.

/s/Kelly Edwards
Kelly Edwards, City Secretary

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



CITY COUNCIL COMMUNICATION

DATE: December 4, 2023

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the November 6, 2023, meeting.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: \$0.00

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Approve the minutes from the November 6, 2023, meeting.

ATTACHMENTS:

City Council minutes

CITY COUNCIL MEETING MINUTES



NOVEMBER 06, 2023, 6:00 PM

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

CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the work session to order at 6:00 p.m.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

Councilmember, Place 3	Dennis Dillon
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STAFF MEMBERS PRESENT:

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, Director of Public Works Jim Bolz, Parks & Recreation Director Ryan Nolting, Director of Economic Development Shani Bradshaw, Fire Marshal Michael Grimes, and Police Chief Tyson Cheek.

DISCUSSION ITEMS

1. Discussion on Resolution 2023-16 to approve a fee waiver for Sanger Independent School District for Sanger High School, Sanger Middle School, and Clear Creek Intermediate School.

Director Hammonds provided an overview of the proposed resolution.

Discussion ensued regarding the Impact fees, any impact to the budget, and refunding fees paid.

2. Discussion on selecting MHS Planning & Design for the conceptual design of the proposed Downtown Park.

Director Nolting provided an overview of the item.

Discussion ensued regarding the number of responses, technical services, probable costs, concept designs, and allowing the City Manager to negotiate an agreement.

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

Councilmember Bilyeu asked questions regarding Item 9 on the Consent Agenda.
Discussion ensued regarding the fees budgeted for Engineering services.

Councilmember Bilyeu asked questions regarding Item 10 of the Consent Agenda.
Discussion ensued regarding the terms of service and collection rate.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 6:55 p.m.

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:05 p.m.

COUNCILMEMBERS PRESENT

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

COUNCILMEMBERS ABSENT

Councilmember, Place 3	Dennis Dillon
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STAFF MEMBERS PRESENT:

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, Director of Public Works Jim Bolz, Parks & Recreation Director Ryan Nolting, Director of Economic Development Shani Bradshaw, Library Director Laura Klenke, Fire Marshal Michael Grimes, and Police Chief Tyson Cheek.

INVOCATION AND PLEDGE

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

CITIZENS COMMENTS

Rich Wilson, 7201 Hunnington Drive, provided examples of issues regarding the construction along FM 455 and comments regarding the street cuts and patching repairs out to Bolivar.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

3. Presenting a Life Saving Award

Chief Cheek provided an overview of the event in which Officer Pruitt administered skills that saved a life.

Chief Cheek also stated that utilizing the training provided by Drew's 27 has resulted in 54 lives being saved.

CONSENT AGENDA

4. Consideration and possible action on the minutes from the October 16, 2023, meeting.
5. Consideration and possible action approving a contract with AXON Enterprises for TASER Certification Bundles and authorizing the City Manager to execute contract and all necessary documentation.
6. Consideration and possible action to accept the renovation improvements performed by North Rock Construction LLC at Porter Park Softball Field and release final payment.
7. Consideration and possible action on the Interlocal Agreement for Library Services between Denton County and City of Sanger.
8. Consideration and possible action on Resolution 2023-16, to approve a fee waiver for Sanger Independent School District for Sanger High School, Sanger Middle School, and Clear Creek Intermediate School.
9. Consideration and possible action on Interlocal Agreement for the construction of Marion Road with Denton County.
10. Consideration and possible action on the contract between Emergicon, LLC and City of Sanger and authorize the City Manager to execute the agreement.

11. Consideration and possible action on selecting MHS Planning & Design for the conceptual design of the proposed Downtown Park and authorize the City Manager to negotiate a contract.
12. Consideration and possible action on a Minor Plat of Lot 1, Block A, of Lotus Addition, being 0.91 acres, located in the City of Sanger, and generally located on the west side of I-35 Frontage Road approximately 190 feet south of the intersection of Bolivar Street and I-35 Frontage Road.
13. Consideration and possible action on a request for the Replat of Lot 1R, Block A of the Powell Addition, being 1.05 acres located within the City of Sanger, generally located along the north side of Duck Creek Road approximately 511 feet west of the intersection of Duck Creek Road and South Stemmons Frwy.

The Council agreed to remove Item 8 of the consent agenda for additional discussion.

Motion to approve Items 4-7 and 9-13 made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

Voting Yea: Councilmember Chick and Councilmember Gann.

Motion passed unanimously.

Discussion ensued regarding Item 8, collecting only the commercial permit fees.

Motion to approve Item 8 only to collect the commercial permit fee made by Councilmember Bilyeu, Seconded by Councilmember Barrett.

Voting Yea: Councilmember Chick and Councilmember Gann.

Motion passed unanimously.

ACTION ITEMS

14. Consideration and possible action on Ordinance 11-30-23 amending the City of Sanger Code of Ordinances, Chapter 15, Parks and Recreation, Article 15.100, Rules and Regulations, Sections 15.107, Special Events, Uses, Programs: and adding Article 15.600 Special Events providing for the repeal of all ordinances in conflict: providing a cumulative clause; providing for a severability clause; providing for a penalty of fine accordance with Section 1.109 of the Code of Ordinances for violations; and providing a savings clause; authorizing publication; and establishing an effective date.

Discussion ensued regarding the Hold Harmless agreement, naming the City on the insurance as necessary based on the size and type of event.

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

Voting Yea: Councilmember Bilyeu and Councilmember Chick.

Motion passed unanimously.

FUTURE AGENDA ITEMS

Councilmember Chick asked if the development of the Parks would be discussed during the Council Retreat in February.

Councilmember Barrett requested an update regarding the TxDOT construction on FM 455.

INFORMATIONAL ITEMS

15. Change Order Report 11-06-2023
16. Atmos Rider GCR - Rate Filing Docket No. 10170, October 25, 2023
17. Disbursements Report August and September 2023
18. Financial Statement August and September 2023

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 7:36 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: December 04, 2023

FROM: Jim Bolz, Public Works Director

AGENDA ITEM: Consideration and possible action on the purchase of a sewer jetter truck for the Water Department in the amount of \$177,047.24 from Southwest International Trucks, Inc.

SUMMARY:

- Our current jetter truck is a 2003 model that has had numerous repairs made to the pumping unit over the years
- The current pump frame has significant rusting and metal loss and needs to be rebuilt soon
- Southwest International Truck, Inc holds a BuyBoard contract (601-19), justifying the use of a single quote, aligning with Purchasing Policy Section 3: Purchasing Procedures, 3.2 Purchasing Thresholds.

FISCAL INFORMATION:

Budgeted: YES

Amount: \$177,047.24

GL Account: 54-6145

RECOMMENDED MOTION OR ACTION:

Staff recommends approval

ATTACHMENTS:

- Quote from Southwest International Truck, Inc.

**Texas Local Government Purchasing Cooperative
The Buy Board**

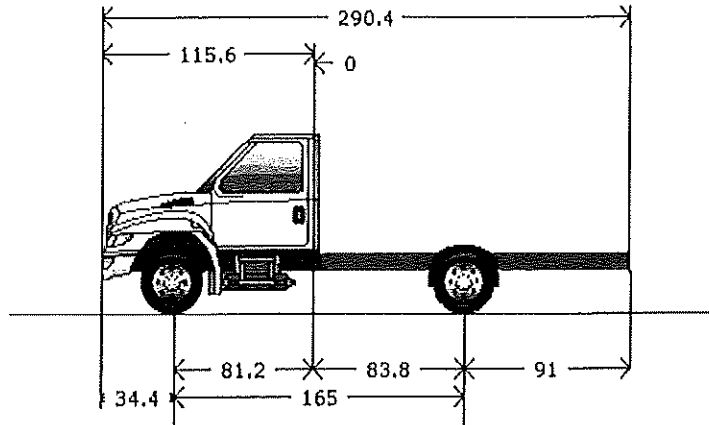
PRICING WORKSHEET			
Buying Agency:	City of Sanger, Texas	Date Prepared	11/7/2023
Southwest International Trucks			Contract 601-19
Product Description:	2023 International CV515 4X2 with Pipehunter Truck Mount 4K PSI Jetter		
	19,500 GVWR	CV515 4x2 is base chassis	
Contact Person:	Jlm Bolz	Item:	Base Chassis Bld \$ 45,522.84
B: Options	Option cost is 80% of MSRP		
	\$0.00	TIRES, FRONT: Continental / H Rated / HDR	\$170.00
LICENSE PLATE HOLDER: Includes Hdw.	\$29.00	TIRES, REAR: Continental / H Rated / HDR	\$340.00
AF RANGE: 76" - 91"	\$150.00		\$0.00
SUSPENSION, FRONT SPRINGS: 7,500 lb. cap.	-\$10.00		\$0.00
ALTERNATOR: 220 AMP	\$150.00		\$0.00
TRAILER, BRAKE CONTROL: Integrated	\$275.00		\$0.00
BODY BUILDER WIRING: End of Frame	\$230.00		\$0.00
TAIL LIGHT WIRING MOD.: 8" Extra Length	\$74.00		\$0.00
RADIO: AM/FM/BT With 7" Screen	\$353.00		\$0.00
SPEAKERS: Total 6	\$37.00		\$0.00
CAMERA SYSTEM, REAR VIEW:	\$415.00		\$0.00
BACK-UP ALARM: 102 dBA	\$120.00		\$0.00
TRAILER CONNECTION SOCKET: Rear of Frm	\$94.00		\$0.00
JUMP START STUD: Remote Mtd.	\$168.00		\$0.00
STONE GUARD, RADIATOR: Bumper Mtd.	\$50.00		\$0.00
THROTTLE, HAND CONTROL: PTO	\$250.00		\$0.00
CARB IDLE COMPLIANCE: Low Nox	\$97.00		\$0.00
ENGINE BLOCK HEATER: 120V/800W	\$100.00		\$0.00
TRANSMISSION: Allison 1750RDS, 6 Speed	\$882.00		\$0.00
DIFFERENTIAL, LOCKING: D/S Trac-Loc	\$1,124.00		\$0.00
AXLE, REAR: 15,500 lbs. cap.	\$207.00		\$0.00
SUSPENSION: Springs 15,500 lbs. cap.	\$16.00	WHEELBASE LENGTHENED:	\$8,483.30
MIRRORS: Folding, Powered, Heated	\$380.00	UNPUBLISHED APPLICATION: Jetter	\$8,000.00
POWER, WINDOWS: LHS & RHS	\$247.00	RAW MATERIAL SURCHARGE: G797	\$3,500.00
KEYLESS ENTRY SYSTEM REMOTE:	\$175.00	TRANSPORTATION INCREASE	\$250.00
Subtotal Column 1:	\$ 5,613.00	Subtotal Column 2:	\$20,743.30
Total Options			\$26,356.30
CHASSIS WITH FACTORY OPTIONS			\$71,879.14
TOTAL BODY PRICE	See attached body spec sheet		\$104,228.10
	Pipehunter Jet Truck Body as specified by Texas Underground, Inc / Per Attached Quote		
Additional Options:			
Buy Board Fee			\$400.00
Transportation	Transport Chassis from Waco, TX to Pearland, TX for Body Install / 204 Miles X \$1.75 PM		\$357.00
DOT Inspection with Fire Extinguisher and Road Flare Kit			\$183.00
	TOTAL BUY BOARD PRICE		\$177,047.24
Ed Smith	Note: Due to shortages of components and increases of raw materials as well		
Southwest International Trucks-Arlington.	as increases in transportation cost, the cost for these items are subject to		
Arlington, Texas, 76010	change. The price supplied above includes all raw material and transportation		
Fax# 214-689-1421	charges as of the day this quote was sent to you. If an increase of these items		
Office# 214-689-1420	are implemented, we will send you the letter from the manufacturer of the		
E-mail Address: ed.smith@swit-tx.com	component implementing the additional surcharge with the amount of the		
	increase, the notification date and the date the surcharge goes in to effect.		
To purchase this unit, please issue a purchase order to Southwest International Trucks, Inc. and send it to the Buy Board.			
We will order your truck when we receive notification from the Buy Board of your purchase order.			
Thank you,			
Ed Smith			

INTERNATIONAL®

November 07, 2023

Prepared For:
 City of Sanger, Texas
 Jim Bolz
 502 Elm St.
 Sanger, TX 76266-4811
 (940)368 - 2962
 Reference ID: N/A

Presented By:
 Southwest International Trucks, Inc.
 Edwin R Smith
 3722 Irving Blvd.
 Dallas TX 75247 -
 (214)689-1400



Model Profile
 2023 CV515 SFA (CV515)

AXLE CONFIG:	4X2
APPLICATION:	Bucket Lift
MISSION:	Requested GVWR: 19500. Calc. GVWR: 19500. Calc. GCWR: 34000 Calc. Start / Grade Ability: 42.82% / 3.22% @ 55 MPH Calc. Geared Speed: 103.2 MPH
DIMENSION:	Wheelbase: 165.00, CA: 83.80, Axle to Frame: 91.00
ENGINE, DIESEL:	{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 1750 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
AXLE, FRONT NON-DRIVING:	{Dana Spicer D-800N} I-Beam Type, 7,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S16-130} Single Reduction, 15,000-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range H HDR+ (CONTINENTAL), 643 rev/mile, 87 MPH, Drive
TIRE, REAR:	(4) 225/70R19.5 Load Range H HDR+ (CONTINENTAL), 643 rev/mile, 87 MPH, Drive
SUSPENSION, REAR, SINGLE:	15,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

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Vehicle Specifications
2023 CV515 SFA (CV515)

November 07, 2023

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Base Chassis, Model CV515 SFA with 165.00 Wheelbase, 83.80 CA, and 91.00 Axle to Frame.	4671/2886	7557

AXLE CONFIGURATION

AXLE CONFIGURATION (Navistar) 4x2	0/0	0
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Notes

: Pricing may change if axle configuration is changed.

ENGINE

ENGINE, DIESEL (International 6.6) EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)	0/0	0
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Includes

: GLOW PLUG Automatic with Indicator Light

: OIL FILTER, ENGINE Spin-On Type

EMISSION, CALENDAR YEAR (International 6.6) EPA, OBD and GHG Certified for Calendar Year 2023	0/0	0
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CARB EMISSION WARR COMPLIANCE for International 6.6 Engines	0/0	0
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CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
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RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
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FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled	0/0	0
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AIR CLEANER Single Element, with Water Separator	0/0	0
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BLOCK HEATER, ENGINE 120V/800W	0/0	0
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GOVERNOR Electronic Road Speed Type; with 75 MPH Default	0/0	0
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THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control	0/0	0
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TRANSMISSION

TRANSMISSION, AUTOMATIC (Allison 1750 RDS) 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway	0/0	0
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NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
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PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission	0/0	0
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SHIFT CONTROL PARAMETERS (Allison) 1000 or 2000 Series Transmissions, Performance Programming	0/0	0
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TRANSMISSION FEATURE EFFECTS for Allison, Disable Engine Shutdown When in PTO Mode, for Utility Bucket Lift Applications	0/0	0
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REAR AXLES, SUSPENSIONS

AXLE, REAR, SINGLE (Dana Spicer S16-130) Single Reduction, 15,000-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.30	0/12	12
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SUSPENSION, REAR, SINGLE 15,500-lb Capacity, Vari-Rate Springs	0/41	41
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DIFFERENTIAL, LOCKING (Dana Spicer Trac-Lok) Torque Proportioning Limited Slip	0/0	0
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INTERNATIONAL®

Vehicle Specifications
2023 CV615 SFA (CV615)

November 07, 2023

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
FRONT AXLES		
AXLE, FRONT NON-DRIVING (Dana Splicer D-800N) I-Beam Type, 7,000-lb Capacity	0/0	0
FRONT SUSPENSIONS		
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 7,000-lb Capacity, with Shock Absorbers	24/0	24
CABS, COWLS, BODIES		
CAB Conventional, Day Cab	0/0	0
<u>Includes</u>		
: CAB DOOR LOCKS Power Door Locks All Doors		
: DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located In Overhead Console		
: READING LIGHT, CAB Located In Overhead Console		
: STEP (2) One Per Door		
: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door		
AIR BAG, FRONT, DRIVER SIDE	0/0	0
AIR BAG, FRONT, PASSENGER SIDE	0/0	0
AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides	0/0	0
AIR CONDITIONER with Heater, Single Zone	0/0	0
CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
<u>Includes</u>		
: SUN VISOR (2) Vinyl		
COLOR, INTERIOR Dark Ash	0/0	0
GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 3.5" Monochromatic Display with Personalization, Warning Messages and Vehicle Information	0/0	0
GLASS, ALL WINDOWS Solar Absorbing, Tint	0/0	0
KEYLESS ENTRY SYSTEM REMOTE with Panic Alarm and Horn Beep Lock Confirmation, Includes Two Key Fob Transmitters	0/0	0
MIRROR, INSIDE REAR VIEW Omit	0/0	0
MIRRORS (2) Manual Folding and Extending, Power Adjust, Heated, Turn Signal Indicator Located in Mirror, Black Heads and Arms, for 96" Load Width	5/0	5
SEAT, DRIVER High Back with Integral Headrest, with Recline, Vinyl, Fixed Lumbar	0/0	0
SEAT, TWO-MAN PASSENGER High Back with Integral Headrest In Outboard Position, Center Fold-Down Armrest with Storage, Vinyl, with Recline	0/0	0
WINDOW, POWER (2) In Left and Right Doors	0/0	0
FRAMES		

INTERNATIONAL®

Vehicle Specifications
2023 CV616 SFA (CV616)

November 07, 2023

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL	-54/257	203
BUMPER, FRONT Contoured, Steel, Painted Black	0/0	0
AF RANGE 76" (193cm) Through and Including 91" (230cm)	0/0	0
LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes In Front Bumper	2/0	2
WHEELBASE RANGE 128" (325cm) Through and Including 183" (465cm)	0/0	0
<u>BRAKES</u>		
BRAKE SYSTEM, HYDRAULIC (Bosch) Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control	0/0	0
BRAKE, PARKING (Bosch) DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated In Cab; Differential Mounted	0/0	0
BRAKES, FRONT (Meritor Quadraulic) Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity	0/0	0
DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes	0/0	0
BRAKES, REAR (Meritor Quadraulic) Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle	0/0	0
DUST SHIELDS, REAR BRAKE for Hydraulic Brakes	0/0	0
<u>STEERING</u>		
STEERING GEAR (Bosch S2 8014 Plus) Power	0/0	0
STEERING COLUMN Tilting	0/0	0
STEERING WHEEL 4-Spoke; 15" Dia., Black	0/0	0
<u>DRIVELINES</u>		
DRIVELINE SYSTEM (Dana Spicer) SPL100, for 4x2/6x2	0/0	0
<u>EXHAUST SYSTEMS</u>		
EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust	0/0	0
ENGINE EXHAUST BRAKE for International 6.6 Engine	0/0	0
MANUAL REGEN Capability	0/0	0
<u>ELECTRICAL SYSTEMS</u>		
ELECTRICAL SYSTEM 12-Volt for CV Model	0/0	0
<u>Includes</u>		
: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover		
: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
: PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
: TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted		
: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever		

INTERNATIONAL®

Vehicle Specifications
2023 CV615 SFA (CV615)

November 07, 2023

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
ALTERNATOR (Denso SC6) Brush Type, 12 Volt, 220 Amp Capacity	4/0	4
BACK-UP ALARM Electric, 102 dBA	1/5	6
BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab	0/0	0
BATTERY SYSTEM (VARTA) Maintenance-Free, (2) 12-Volt 1300CCA Total, Top Threaded Stud	0/0	0
BODY BUILDER WIRING Rear of Frame; Includes One Sealed Connector for Separate Ground/Backup/ Left and Right Hand Turn, Left and Right Hand Tail/Stop/ Accessory Power and Combined for Left and Right Hand Stop/Turn	0/3	3
CAMERA SYSTEM, REAR VIEW Includes Camera, Mounting, Wiring and Interface to the Monitor, for the Back-up Camera System	0/2	2
CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab	0/0	0
HEADLIGHTS Halogen, Composite Aero Design, Black Trim Bezel, with Daytime Running Lights	0/0	0
HORN, ELECTRIC Disc Style	0/0	0
JUMP START STUD Remote Mounted	3/0	3
RADIO AM/FM/Clock/Bluetooth, Seek/Scan, with 7" Color Touch Panel Display	1/0	1
SPEAKERS (6)	2/0	2
STARTING MOTOR 12 Volt	0/0	0
STOP, TURN, TAIL & B/U LIGHTS Omit Item, Does Not Omit Cable to End of Frame, DOES NOT INCLUDE LICENSE PLATE LIGHT	0/-3	-3
SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses	0/0	0
TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights	0/2	2
TRAILER BRAKE CONTROL Integrated	13/6	19
TRAILER CONNECTION SOCKET Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	-3/9	6
FRONT END		
FRONT END Tilling, Fiberglass, with Three Piece Construction	0/0	0
BUG SCREEN Mounted Behind Grille	0/0	0
FENDER EXTENSIONS Painted	0/0	0
GRILLE Molded in Dark Gray	0/0	0
LOGOS EXTERIOR Model Badges	0/0	0
RADIATOR STONE GUARD Mounted to Front Bumper	4/0	4
SPEEDOMETER, TOOLS, MISC		
GCWR RANGE GCWR Equal to or Less than 34,000-lb	0/0	0
PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
GVWR WEIGHT CLASSIFICATION Class 5 (16,001-19,500 lbs)	0/0	0

INTERNATIONAL®

Vehicle Specifications
2023 CV515 SFA (CV515)

November 07, 2023

<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
FUEL TANKS		
FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 40 US Gal (151L), Includes Auxillary Draw Port and Fuel Filter Assembly, Mounted Between Frame Rails and Behind Rear Axle	0/0	0
DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab	0/0	0
WHEELS, TIRES - FRONT		
WHEELS, FRONT (Accuride 50180) DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
(2) TIRE, FRONT 225/70R19.5 Load Range H HDR+ (CONTINENTAL), 643 rev/mile, 87 MPH, Drive	6/0	6
WHEELS, TIRES - REAR		
WHEELS, REAR (Accuride 50180) DUAL DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/0	0
(4) TIRE, REAR 225/70R19.5 Load Range H HDR+ (CONTINENTAL), 643 rev/mile, 87 MPH, Drive	0/12	12
Cab schematic 100CX Location 1: 9219, Winter White (Std)		
Chassis schematic N/A		
Services Section:		
WARRANTY		
WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A	0/0	0
Total Component Weight:	4679/3232 (lbs)	7911 (lbs)
	(lbs)	(lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



7744-TRUCK MOUNT - 4,000 PSI @ 25

Quote Date: November 7, 2023
 Customer: City Of Sanger, TX
 Contact Info: Jim Bolz 940-368-2962
jbolz@sangertexas.org

Due Date: 60 - 90Days
 Salesman: Dale P. & Blake R.
 Stock #:

PO Number/ Date:

Part Number	Description	Quantity	Price	Total
WATER TANK				
	500 Gallon High-Density Polyethylene 19500 GVW		Std.	Std.
	700 Gallon High-Density Polyethylene 19500 GVW	1	Std.	Std.
	1000 Gallon High-Density Polyethylene 25995 GVW		\$ 4,000.00	\$ -
9000-0103P	Single Filler Assembly	1	Std.	Std.
9000-0032P	Main Tank Water Sight Gauge(1)Std	1	Std.	Std.
9000-0106	25' Fill Hose w Storage Rack	1	Std.	Std.
9000-0092	Dual Filler Assembly		\$ 310.00	\$ -
3013-0010	Hydrant Fill Strainer	1	\$ 225.00	\$ 225.00
9000-0118	2" Aux. Drain Valve- Street Side Rear	1	\$ 250.00	\$ 250.00
BAFFLEBALL	Baffle Balls 500-700	1	\$ 500.00	\$ 500.00
BAFFLEBALL	Baffle Balls 1000		\$ 1,200.00	\$ -
WATER PUMP				
	4,000 PSI @ 25 GPM Giant Water Pump	1	Std.	Std.
9000-0040	Washdown System-43H with gun and 25ft hose	1	Std.	Std.
9000-0059	Air Purge	1	\$ 185.00	\$ 185.00
	Antifreeze Package 8 Gallon		\$ 895.00	\$ -
Special	Winter recirculation	1	\$ 295.00	\$ 295.00
9000-0060	Pulsation System		\$ 695.00	\$ -
9000-0061	Multi-Flow Valve	1	\$ 395.00	\$ 395.00
9000-0026	25' Retractable Hand Gun Reel w 25' x 1/2" hose	1	\$ 1,450.00	\$ 1,450.00
9000-0094	Degreaser Injection System. 5 gallon w 12 pump		\$ 2,000.00	\$ -
	Pump doghouse enclosure- aluminum		\$ 850.00	\$ -
9000-0094	Spray Bar with In Cab Controls-add electric throttle		\$ 1,900.00	\$ -
9000-0122	Webasto Heater for Pump Enclosure		\$ 3,600.00	\$ -
ENGINE				
	Kohler 74 HP Tier 4 Final With Clutch	1	Std.	Std.
9000-0048	Emergency Kill	1	Std.	Std.
	15 Gallon Fuel Tank	1	Std.	Std.
	Electric Throttle	1	Std.	Std.
	Digital Gauge Package & Tachometer Low Pressure High Temp Shutdown	1	Std.	Std.
9000-0045	Engine Shroud/ Belt Guard/ Fenders - Aluminum	1	Std.	Std.
9000-0134	Full Engine Enclosure w Access Doors - Aluminum		\$ 1,500.00	\$ -
	Fuel Gauge - Panel Mounted		\$ 198.00	\$ -
	Hydraulic Pressure Gauge		\$ 220.00	\$ -
HOSE REEL				
<i>Single Jet Hose Reels</i>				
	800' x 1/2" Jet Hose Reel		Std.	Std.
9000-0091	1,000' x 1/2" Jet Hose Reel	1	\$ 800.00	\$ 800.00
<i>Articulating Reel Option</i>				
	Articulating Reel Option Hydraulic Powered Articulation Worm Gear	1	\$ 4,200.00	\$ 4,200.00
<i>Hose Reel Accessories</i>				
	Standard Level Wind 1/2"	1	Std.	Std.
	Double Roller Levelwind 45 Degree		\$ 350.00	\$ -
9000-0006	Manual Footage Counter 1/2"	1	\$ 712.00	\$ 712.00
	Digital Footage Counter Levelwind		\$ 3,500.00	\$ -
	Hose Reel Guard- per reel		\$ 1,600.00	\$ -
HOSE OPTIONS (per foot) Minimum 400 foot Jet hose with 10 foot leader- 400, 600, 800 increments				
3009-4537P	1/2" Leader hose-per foot	10	\$ 13.00	\$ 130.00
4640-08-XXX	1/2" Jet Hose per foot Pirahana Only	800	\$ 3.34	\$ 2,672.00
	Tiger Tail(1)Std 2"	1	\$ 55.00	
	Hose Mender Kit Parker/Polyflow		\$ 1,600.00	\$ -
NOZZLE OPTIONS- Std. Hose Reel Nozzles				
	Nozzle Rack(1) 1/2"	1	Std.	Std.
	Nozzle Skid Assy 6"(1) 1/2"	1	Std.	Std.
	15 Degree Nozzle(1) 1/2"	1	Std.	Std.
	30 Degree Nozzle(1) 1/2"	1	Std.	Std.
	RED DAWG 10 Jet Culvert Nozzle		\$	\$ -
	RED DAWG Rotator Rear Jets		\$	\$ -
	MUD DAWG Floor Cleaner		\$	\$ -
	RED DAWG Large Chisel Nozzle		\$	\$ -
ELECTRICAL OPTIONS				
9000-0021	Arrowstick w Control Box & Mounting Bracket LED	1	\$ 2,500.00	\$ 2,500.00
	Qty (4) Light - Strobes Flat one each corner of truck	1	\$ 1,250.00	\$ 1,250.00
9000-0022	Light - Strobe Light w/Lmb Guard	1	\$ 325.00	\$ 325.00
9000-0011	Light - Hand Held Spot Light		\$ 192.00	\$ -

April 2008

Confidential PipeHunter Quote

Version 1

Part Number	Description	Quantity	Price	Total
9000-0066	Light - Hand Held Spot With Reel		\$ 260.00	\$ -
	Light - Low Water Warning Light	1	\$ 205.00	\$ 205.00
9000-0030P	Light - Low Water Warning Alarm		\$ 250.00	\$ -
9000-0023	Light - Panel Light	1	\$ 80.00	\$ 80.00
9000-0024	Light - Work Light-(Control panel) LED	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light (Engine-Pump area)		\$ 200.00	\$ -
9000-0024	Light - Work Light (Arrowstick DS) LED	1	\$ 200.00	\$ 200.00
9000-0024	Light - Work Light (Arrowstick PS) LED	1	\$ 200.00	\$ 200.00
9000-0010	12 volt power outlet on Control Panel	1	\$ 80.00	\$ 80.00
	Back up camera (Rear) IN Cab Monitor	1	\$ 1,800.00	\$ 1,800.00
	Back up camera (Rear & Front) IN Cab Monitor		\$ 2,500.00	\$ -
TOOL BOX OPTIONS				
	Tool Tray, Above Frame - Aluminum 14" x 14" x 24"		\$ 520.00	\$ -
	Tool Tray, Above Frame - Aluminum 14" x 14" x 60" 1 STD	1	\$ 880.00	\$ -
	Locking, Above Frame - Aluminum 18" x 18" x 36"		\$ 864.00	\$ -
	Locking, Below Frame - Aluminum 18" x 18" x 24"		\$ 720.00	\$ -
	Locking, Above Frame - Aluminum 14" x 14" x 60"		\$ 1,060.00	\$ -
	Locking, Below Frame - Aluminum 18" x 18" x 36"	2	\$ 864.00	\$ 1,728.00
	Locking, Above Frame - Aluminum 15" X 33" X 40"		\$ 1,060.00	\$ -
	Rubber Dry Decking - Each	3	\$ 150.00	\$ 450.00
ACCESSORIES				
	Garden Hose Reel 100' Capacity w/ 50' garden hose		\$ 795.00	\$ -
3007-8001	Hydrant Wrench	1	\$ 100.00	\$ 100.00
3008-0511	Manhole Hook	1	\$ 100.00	\$ 100.00
9000-0127	Lateral Reel Cart200' Cap. with 150' x 1/2" Jet hose,ball valve, button nozzle w mounting brkt		\$ 2,300.00	\$ -
	Manhole - Lower Shoe W (4) 6' FIBERGLASS POLE SET		\$ 675.00	\$ -
8401-1401	Manhole - Upper Roller Aluminum	1	\$ 500.00	\$ 500.00
7600-0278	Traffic Cone Rack - Deck Mount	1	\$ 150.00	\$ 150.00
7600-0278	Traffic Cone Rack - Reel Deck Mount		\$ 150.00	\$ -
9000-0095	Side Ladder w Handles- DS	1	\$ 358.00	\$ 358.00
9000-0095	Side Ladder w Handles- PS Front	1	\$ 358.00	\$ 358.00
MANUALS				
3023-0002	PipeHunter Operator's Manual CD	1	Std.	Std.
26-OMRG33324	Engine Operator's Manual CD	1	Std.	Std.
FRAME				
	6" Frame	1	Std.	Std.
	DOT LIGHTING PACKAGE	1	Std.	Std.
9000-0131	Receiver Hitch (hitch only) w/ 7 Way Light Plug		\$ 275.00	
	Receiver with 2 5/16" Ball		\$ 75.00	
	Chassis fuel tank tie in Or 16 Gallon Aux Tank	1	\$ -	\$ -
	Headache Rack Tool Storage behind cab		\$ 1,800.00	\$ -
LINER OPTION				
	PipeHunter Speed Liner Frame & Reel	1	std	std

Color: **T.B.D.**

9000-0132(001) ~ 9000-0040(200) ~ 9000-0053(250) ~ 9000-0077(450)
9000-0052(600)

Quoted By: Todd B Bolin 03-08-23

Total Options:	\$ 22,398.00
Base Price:	\$ 85,000.00
Sub Total:	\$ 107,398.00
ATD Total:	\$ 6,369.90
Subtotal:	\$ 102,028.10

Contract Discount Applied

FRAME & CHASSIS OPTION

2022 Or Newer	19,500 GVW Isuzu Cab Over - Diesel 2WD reg cab		\$ -	\$ -
2023 Or Newer	19,500 GVW International CV515 Chassis Diesel 2WD reg CAB	1	\$ 76,632.76	\$ -
2022 Or Newer	19,500 GVW FORD F 550 Chassis Diesel 2WD Reg CAB		\$ -	\$ -
2022 Or Newer	19,500 GVW FORD F 550 Chassis Diesel 4WD Reg CAB		\$ -	\$ -
2022 Or Newer	25,999 GVW FORD F 650 Or F760 Chassis Diesel 2WD reg CAB		\$ -	\$ -
	Labor - Mounting Fee	1	\$ 1,000.00	\$ 1,000.00

Sales Tax %
Miles @ \$4.00

Sales Tax: \$ -
Freight: \$ 1,200.00

Ship Method: **Delivery & Training Included**

Prices Subject to Change Until Purchase Order Issued

Total: \$ 104,228.10

Notes:

Signing this quote confirms that you have verified the specifications and agree with the final costs. Any specification changes made after verification may alter costs. It is the dealer/customer's responsibility to ensure that the equipment ordered meets specifications and/or quotations.

Municipal Payment Terms: 30/n

Contractor (Private) Payment Terms: Due upon acceptance of unit

PipeHunter, Inc.

1617 Garden Road, Pearland, TX 77581

www.pipehunter.com - 800.373.1318

April 2008

Confidential PipeHunter Quote

Version 1

Part Number

Description

Quantity

Unit

Total

Signature: _____

Date: _____



CITY COUNCIL COMMUNICATION

DATE: December 04, 2023

FROM: Jim Bolz, Public Works Director

AGENDA ITEM: Consideration and possible action on Resolution 2023-17 to ratify approval of a contract for the emergency repair of water Well No. 7; making finds of an emergency exempting the contract from the requirements of competitive bidding under Chapter 252 of the Texas Local Government code; and authorize City Manager to execute said contract.

SUMMARY:

- On October 30, 2023, we experienced a motor failure on Water Well No. 7 located at 917 Utility Road
- Reduced pressure was being experienced in the Sanger Circle Subdivision and at the Wal-Mart Distribution Center making it imperative to make these repairs as soon as possible
- THI Water Well, LLC was contacted and given the authority to make these repairs without delay

FISCAL INFORMATION:

Budgeted: No

Amount: \$102,922.31

GL Account: 50-5373

RECOMMENDED MOTION OR ACTION:

Staff recommends approval

ATTACHMENTS:

- Resolution 2023-17
- THI Water Wells, LLC Invoice

CITY OF SANGER, TEXAS

RESOLUTION NO. 2023-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, TO RATIFY APPROVAL OF A CONTRACT FOR THE EMERGENCY REPAIR OF WATER WELL NO. 7; MAKING FINDINGS OF AN EMERGENCY EXEMPTING THE CONTRACT FROM THE REQUIREMENTS OF COMPETITIVE BIDDING UNDER CHAPTER 252 OF THE TEXAS LOCAL GOVERNMENT CODE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Sanger experienced a well failure on Water Well No. 7 located at 917 Utility Road on October 30, 2023; and

WHEREAS, it is necessary for the City to preserve the public health, safety and welfare, to provide its residents and businesses with potable water service; and

WHEREAS, due to the unforeseen damage to the City’s water well, it is necessary for the City to enter in to an emergency repair contract without the time delay of competitive bidding to preserve and protect the public health and safety; and

WHEREAS, THI Water Well, LLC. has presented a proposal for the repair of the water well; and

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

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

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

SECTION 2. That the City Council finds and determines that the above conditions exist and that it necessary for City staff to procure by contract for the emergency repair of Water Well No. 7 located at 917 Utility Road and that said repairs are necessary to preserve and protect the public health and safety of the citizens of the City by provision of a public water system.

SECTION 3. That the City Council finds that the services to be performed by THI Water Well, LLC, to repair Water Well No.7 are not subject to the competitive bidding requirements of Chapter 252 of the Texas Local Government Code as it is necessary to preserve and protect the public health and safety of the City’s residents.

SECTION 4. That the City Manager and other responsible City staff are authorized and directed to execute a letter contract attached as “Exhibit A” and any subsequent amendments or

change orders with THI Water Well, LLC to repair the water well for the amount of \$102,922.31 and said expenditure is hereby approved. THI Water Well, LLC, shall provide as part of the letter contract a Certificate of Insurance showing Commercial General Liability and Commercial Vehicle Insurance and other coverages required by the City.

SECTION 5. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

SECTION 6. That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE 4TH DAY OF DECEMBER 2023.

APPROVED:

ATTEST:

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary

ATTEST:

Hugh Coleman, City Attorney

THI Water Well
PO Box 1419
Bowie, TX 76230
940-872-6633



INVOICE

BILL TO
City of Sanger
P O Box 1729
Sanger, TX 76266

SHIP TO
City of Sanger
P O Box 1729
Sanger, TX 76266

INVOICE # 3355
DATE 11/03/2023
TERMS Due on receipt

SERVICE DATE
10/30 & 31 - 11/01,02/2023

WELL LOCATION
Well 7 Job 10695

POINT OF CONTACT
Jim Bolz

DESCRIPTION	QTY	RATE	TOTAL	AFE/CC/PO#
SERVICE CHARGES				
We pulled the well on 10-30-2023 & 10-31-2023 for a grounded motor. We found the motor was grounded and had lost a winding and the wire is bad, as well with one lead going to ground. It looks like the well took a lightning strike or high voltage spike. We went back on 11-02-2023 & 11-03-2023 and installed a new motor and our test wire (new wire is 6 weeks out for availability). We replaced the seal tight and flushed the well out.				
Rig Time	4	4,000.00	16,000.00	
MATERIAL CHARGES				
Franklin Motor - 175hp	1	48,182.00	48,182.00	
Wire - 250 mcm	910	35.00	31,850.00	
Check Valve(s) - 6"	3	1,532.00	4,596.00	
Splice Kit	1	500.00	500.00	
Column Pipe - 6"	21	46.00	966.00	
Air Line	875	0.40	350.00	
Seal tight & lugs	1	478.31	478.31	

REGULATED BY:
THE TEXAS DEPT. OF LICENSING
AND REGULATION
P.O. BOX 12157
AUSTIN, TX 78711
800-803-9202
512-463-7880

SUBTOTAL	102,922.31
TAX	0.00
TOTAL	102,922.31
BALANCE DUE	\$102,922.31



CITY COUNCIL COMMUNICATION

DATE: December 4, 2023

FROM: Casey Welborn, Fire Marshal

AGENDA ITEM: Consideration and possible action on the 2023-2024 Interlocal Cooperation Agreement Fire Protection Services between Denton County and the City of Sanger, Denton County, Texas and authorize the Mayor or City Manager to execute the agreement.

SUMMARY:

N/A

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

2023-2024 Interlocal Cooperation Agreement Fire Protection Services
Exhibit A - Map

THE COUNTY OF DENTON

§
§
§
§

SANGER FIRE DEPARTMENT

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
FIRE PROTECTION SERVICES

THIS AGREEMENT, which has an effective date of October 1, 2023, is made and entered into by and between Denton County, Texas (“the **COUNTY**”) and the Sanger Fire Department (“the **AGENCY**”).

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a non-profit agency, duly organized and operating under the laws of the State of Texas and engaged in the provision of fire protection services and related services for the benefit of the citizens of the City of Sanger; and

WHEREAS, the **AGENCY** is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishing of fire and prevention of damage to property and injury to persons from fire and has in its employ trained personnel whose duties are related to the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to provisions of the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352, and

NOW, THEREFORE, the **COUNTY** and the **AGENCY**, for the mutual promises, covenants, Agreements and consideration stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2023, and ending September 30, 2024.

II.
SERVICES

The services to be rendered in accordance with this Agreement by the **AGENCY** are the fire protection services normally rendered by the **AGENCY** to citizens of the City of Sanger in circumstances of emergency, but which services will now be extended to all citizens of the

COUNTY residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in “Exhibit A,” attached hereto and incorporated herein by reference. These services are rendered in consideration of the basic funding and the separate per call fee set forth in this Agreement for the common good and benefit and to serve the public convenience and necessity of the citizens of the **COUNTY** who are not otherwise protected with respect to fire prevention, extinguishment, safety and rescue services. The services to be rendered are as follows:

- A. The **AGENCY** shall make available and provide emergency fire prevention, extinguishment, safety and rescue services within the agreed or specified territory or jurisdiction of the **AGENCY**.
- B. The **AGENCY** shall respond to requests for fire protection services made within the portion of the **COUNTY** designated as “*Sanger*” as set out in Exhibit "A".
- C. The **COUNTY** agrees that, in the event a fire in the **AGENCY**'s unincorporated designated area which the **AGENCY** considers to be of an incendiary nature and upon request by the **AGENCY**, the County Fire Marshal will dispatch investigation personnel to the fire scene within a response time sufficient to legally maintain and protect all evidence of said fire and will conduct all appropriate investigation and assist in the prosecution of any case of arson. The **AGENCY** shall not be responsible for investigations of suspected incendiary fires in the unincorporated areas, but shall cooperate with the County Fire Marshal in immediately relating all pertinent information possible to the investigator(s).
- D. The **COUNTY** agrees that the County Fire Marshal may assist in the conduct of appropriate investigations of a fire which the **AGENCY** considers to be of incendiary nature in the **AGENCY**'s incorporated area upon request of the **AGENCY**.
- E. The **AGENCY** shall submit monthly statements on the Texas Fire Incident Reporting System's standardized forms to the Denton County Fire Marshal, 3900 Morse St., 2nd Floor, Denton, Texas 76208. This form will serve as the billing statement to the **COUNTY** for reimbursement of calls made in the unincorporated area. The Denton County Fire Marshal shall provide the forms upon request from the **AGENCY**.
- F. The **AGENCY**, in the performance of its duties and responsibilities under this Agreement, shall have the responsibility, within the sole discretion of the officers and employees of the **AGENCY**, except as otherwise determined by the Denton County Fire Marshal, to determine priorities in the dispatching and use of the **AGENCY**'s equipment and personnel, and the judgment of any such officer or employee as to such matters shall be the final determination.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement for the mutual benefit of the **COUNTY** and the **AGENCY**.

III.
PERFORMANCE OF SERVICE

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY's** employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

IV.
COMPENSATION

The **COUNTY** agrees to pay to the **AGENCY** for the full performance of services as provided in this Agreement the sum of **\$10,000.00**, payable upon execution of this Agreement, and further agrees to pay the sum of **\$700.00** per fire call in the designated unincorporated areas of the **COUNTY** from October 1, 2023 to September 30, 2024. The **COUNTY** anticipates the **AGENCY** to run approximately **364** fire calls for a total funding of **\$254,800.00** for fire calls. The total payments by the **COUNTY** to the **AGENCY** pursuant to this Agreement are estimated to be **\$264,800.00**. The **COUNTY** will make no payment to the **AGENCY** for service provided outside the agreed service district whether by Mutual Aid Agreement or otherwise. The **AGENCY** understands and agrees that payment by the **COUNTY** to the **AGENCY** shall be made in accordance with the normal and customary processes and business procedures of the **COUNTY** and in conformance with applicable state law.

V.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VI.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, negligence and omissions of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

VIII.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by the Texas Government Code, Chapter 791 and the Texas Local Government Code, Chapter 352. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

IX.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

X.
TERMINATION

This Agreement may be terminated any time, by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to the termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XI.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendition of fire protection services under this Agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the extent permitted by law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions.

XII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIII.
LAW OF CONTRACT

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 venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XIV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XV.
AUTHORITY

The undersigned officer 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.

XVI.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

Sanger Fire Department
P.O. Box 1729
Sanger, Texas 76266

By _____
Andy Eads
Denton County Judge

By _____
Name _____

ATTEST:

APPROVED AS TO CONTENT:

By: _____
Denton County Clerk

By: _____
Denton County Fire Marshal

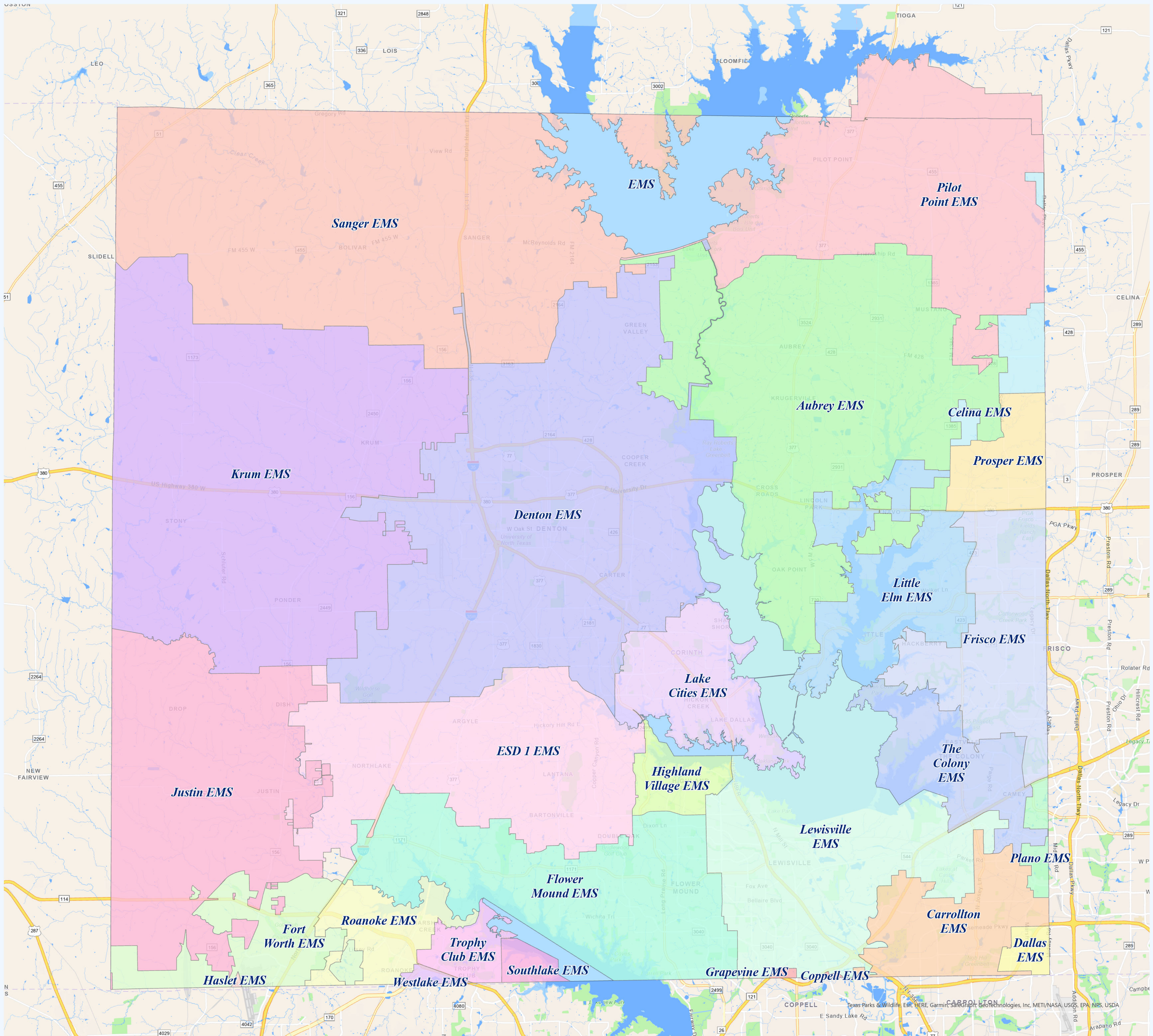
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor

DENTON COUNTY

Exhibit A - EMS



Andy Eads - County Judge
 Ryan Williams - Commissioner Precinct 1
 Kevin Falconer - Commissioner Precinct 2
 Bobbie J. Mitchell - Commissioner Precinct 3
 Dianne Edmondson - Commissioner Precinct 4

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- RAILROADS
- AIRPORTS
- LAKES & PONDS
- County Boundary

City Population
 Denton > 100,000
 Lewisville 40,000- 100,000
 Corinth 10,000- 39,999
 Sanger 2,000- 9,999
 Ponder < 2,000

NAD 1983 StatePlane
 (Zone 5351)
 Texas North Central
 Lambert Conformal Conic

1:108,212
 November 15, 2023

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

CONTACT INFORMATION
 LANDMARK MAP: gis.dentoncounty.gov
 E-MAIL: gis@dentoncounty.gov





CITY COUNCIL COMMUNICATION

DATE: December 4, 2023
FROM: Casey Welborn, Fire Marshal
AGENDA ITEM: Consideration and possible action on the 2023-2024 Interlocal Cooperation Agreement Ambulance Services between Denton County and the City of Sanger, Denton County, Texas and authorize the Mayor or City Manager to execute the agreement.

SUMMARY:
N/A

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

RECOMMENDED MOTION OR ACTION:
N/A

ATTACHMENTS:
2023-2024 Interlocal Cooperation Agreement Fire Protection Services
Exhibit A - Map

THE COUNTY OF DENTON

§
§
§
§
§

SANGER FIRE DEPARTMENT -
AMBULANCE SERVICES

STATE OF TEXAS

INTERLOCAL COOPERATION AGREEMENT
AMBULANCE SERVICE

THIS AGREEMENT, which has an effective date of October 1, 2023, is made and entered into by and between Denton County, Texas (“the **COUNTY**”), and the Sanger Fire Department (“the **AGENCY**”).

WHEREAS, the **COUNTY** is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County; and

WHEREAS, the **AGENCY** is a non-profit agency, duly organized and operating under the laws of the State of Texas and engaged in the provision of ambulance services and related services for the benefit of the citizens of the City of Sanger; and

WHEREAS, the **AGENCY** is an owner and operator of certain ambulance vehicles and other equipment designed for the transportation of persons who are sick, infirmed or injured and has in its employ trained personnel whose duties are related to the treatment of said individuals and the use of such vehicles and equipment; and

WHEREAS, the **COUNTY** desires to obtain emergency ambulance and related services for the benefit of residents of the **COUNTY** living in unincorporated areas of the **COUNTY** which the **AGENCY** is capable of providing; and

WHEREAS, the provision of emergency ambulance and related services is a governmental function that serves the public health and welfare and is of mutual concern to both the **COUNTY** and the **AGENCY**; and

WHEREAS, the **COUNTY** desires to enter into an exclusive agreement with the **AGENCY** to provide efficient emergency ambulance service; and

WHEREAS, the **COUNTY** desires to expend County funds to defray the expense of establishing, operating and maintaining emergency ambulance services in the County; and

WHEREAS, the **COUNTY** and the **AGENCY** mutually desire to be subject to and contract pursuant to the provisions of Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003, and

NOW THEREFORE, the **COUNTY** and the **AGENCY**, in consideration of the mutual promises, covenants, and Agreements stated herein, agree as follows:

I.
TERM

The term of this Agreement shall be for the period beginning of October 1, 2023, and ending on September 30, 2024.

II.
DEFINITIONS

As used herein, the words and phrases hereinafter set forth shall have the meanings as follows:

- A. "Emergency" shall mean any circumstance that calls for immediate action and in which the element of time in transporting the sick, wounded or injured for medical treatment is essential to the health or life of a person or persons. Whether an emergency, in fact, exists is solely up to the discretion of the **AGENCY**. For dispatch purposes only, "emergency" shall include, but not be limited to:
1. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to a place where emergency medical treatment may be obtained; or
 2. The representation by the individual requesting ambulance service that an immediate need exists for the transportation of a person from any location within the agreed operating area of the **AGENCY** to the closest medical facility.
- B. "Rural area" means any area within the boundaries of the **COUNTY**, but outside the corporate limits of all incorporated cities, towns and villages within the **COUNTY**.
- C. "Urban area" means any area within the corporate limits of an incorporated city, town or village within the **COUNTY**.
- D. "Emergency ambulance call" means a response to a request for ambulance service by the personnel of the **AGENCY** in a situation involving an emergency, as defined above, by an ambulance vehicle. A single response to a call may involve the transportation of more than one person at a time, but shall be considered as only one call.

III.
SERVICES

The services to be rendered under this Agreement by the **AGENCY** are the ambulance services normally rendered by the **AGENCY** to citizens of City of Sanger in circumstances of emergency, but which services will now be extended to all citizens of the **COUNTY** residing in the unincorporated areas of the **COUNTY** within the operating territory or jurisdiction of the **AGENCY**, as agreed to by the **AGENCY** and the **COUNTY** in this Agreement and as set forth in “Exhibit A,” attached hereto and incorporated herein by reference.

It is recognized that the officers and employees of the **AGENCY** have the duty and responsibility of rendering ambulance services to citizens of the **AGENCY** and the **COUNTY**. In the performance of these duties and responsibilities, it shall be within the sole responsibility and discretion of the officers and employees of the **AGENCY** to determine priorities in the dispatching and use of such equipment and personnel and the judgment of the officer or employee shall be final.

The **COUNTY** shall designate the County Judge to act on behalf of the **COUNTY** and to serve as "Liaison Officer" between the **COUNTY** and the **AGENCY**. The County Judge, or his designated substitute, shall devote sufficient time and attention to insure the performance of all duties and obligations of the **COUNTY** under this Agreement and shall provide for the immediate and direct supervision of employees, agents, contractors, sub-contractors and/or laborers of the **COUNTY** engaged in the performance of this Agreement.

IV.
PERFORMANCE OF SERVICES

The **AGENCY** shall devote sufficient time and attention to insure the performance of all duties and obligations of the **AGENCY** under this Agreement and shall provide immediate and direct supervision of the **AGENCY**'s employees, agents, contractors, sub-contractors and/or laborers engaged in the performance of this Agreement for the mutual benefit of the **AGENCY** and the **COUNTY**.

V.
COMPENSATION

COUNTY agrees to pay to the **AGENCY** an estimated fee of \$179,147.00 (amount rounded to the nearest dollar) based on a funding formula as follows:

1. A fixed sum based on a population percentage .4601 per capita; said sum computes to \$7,740.47.
2. A fixed sum of \$254.7139 per ambulance transport for an estimated maximum amount of \$87,112.14. Said sum is based upon 342 transports made by the **AGENCY** in fiscal year 2023.
3. A fixed sum based on 112.99 rural miles in the agreed operating territory; said sum computes to \$84,294.21.

The first and third sums are based upon population and mileage figures obtained from the North Central Texas Council of Governments. The second sum is based upon the definition of an “ambulance call” for purposes of this Agreement. Payment shall not be allowed for any instance in which a patient is not transported. Consistent with the reporting procedures described below, the **AGENCY** shall receive payment for transporting the patient regardless of the service delivery area in which the call originated.

Requests for payment shall be submitted on the standardized ambulance transportation reporting form approved and provided by the **COUNTY**. It shall be the responsibility of the **AGENCY** to fully complete the forms and to provide complete and accurate patient information. Requests for payment shall be submitted within five (5) days of the performance of service by the **AGENCY**. Requests not timely submitted shall not be considered for payment. Requests for payment may be submitted by personal delivery, U.S. Mail, facsimile or computer telephone link to the office of the Denton County Fire Marshal. The date of submission shall be the date the fully documented request is received in said office.

VI.
FINANCIAL RECORDS

The **AGENCY** agrees to make its financial records available for audit and/or review by the **COUNTY**, upon request by the **COUNTY**.

VII.
RESPONSIBILITY OF THE COUNTY

The **COUNTY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **COUNTY** who are engaged in the performance of this Agreement.

VIII.
RESPONSIBILITY OF THE AGENCY

The **AGENCY**, to the extent permitted by law, shall be responsible for the acts, omissions and negligence of all officers, employees and agents of the **AGENCY** who are engaged in the performance of this Agreement.

IX.
APPLICABLE LAW

The **COUNTY** and the **AGENCY** understand and agree that liability under this contract is governed by Texas Government Code, Chapter 791 and Texas Health and Safety Code, Section 774.003. This Agreement is made in contemplation of the applicability of these laws to the Agreement. Insofar as legally possible the **COUNTY** and the **AGENCY** agree to be bound by the above mentioned statutes as they exist as of the date of this Agreement.

X.
DEFAULT

In the event of default of any of the covenants herein contained, this Agreement may be terminated at the discretion of the non-defaulting party if such default continues for a period of ten (10) days after notice to the other party in writing of such default and the intent to terminate this Agreement due to the default. Unless the default is cured, this Agreement shall terminate.

XI.
TERMINATION

This Agreement may be terminated at any time by either the **COUNTY** or the **AGENCY** by giving sixty (60) days advance written notice to the other party. In the event of termination by either party, the **AGENCY** shall be compensated pro rata for all services performed to termination date together with reimbursable expenses then due as authorized by this Agreement. In the event of such termination, should the **AGENCY** be overcompensated on a pro rata basis for all services performed to the termination date and/or be overcompensated for reimbursable expenses, the **COUNTY** shall be reimbursed pro rata for all such overcompensation.

Acceptance of such reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement.

XII.
GOVERNMENTAL IMMUNITY

The fact that the **COUNTY** and the **AGENCY** accept certain responsibilities relating to the rendering of ambulance services under this Agreement as a part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of governmental immunity shall be, and is hereby, invoked to the extent permitted under the law. Neither the **AGENCY**, nor the **COUNTY** waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

XIII.
ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the **COUNTY** and the **AGENCY** and supersedes all prior negotiations, representations and Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties.

XIV.
LAW OF CONTRACT

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 venue for any dispute, or matter, arising under this Agreement shall lie in Denton County, Texas.

XV.
SEVERABILITY

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions of this Agreement shall remain valid and in full force and effect to the fullest extent possible.

XVI.
AUTHORITY

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

XVII.
SERVICE AREA

Acceptance of this Agreement constitutes approval of the service area set out in attached Exhibit "A".

EXECUTED this _____ day of _____, 20____.

COUNTY:

Denton County, Texas
1 Courthouse Drive, Suite 3100
Denton, Texas 76208

AGENCY:

Sanger Fire Department
City of Sanger
P.O. Box 1729
Sanger, Texas 76266

By: _____
Andy Eads
Denton County Judge

By: _____
Name _____
Title _____

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO CONTENT:

By: _____
Denton County Fire Marshal

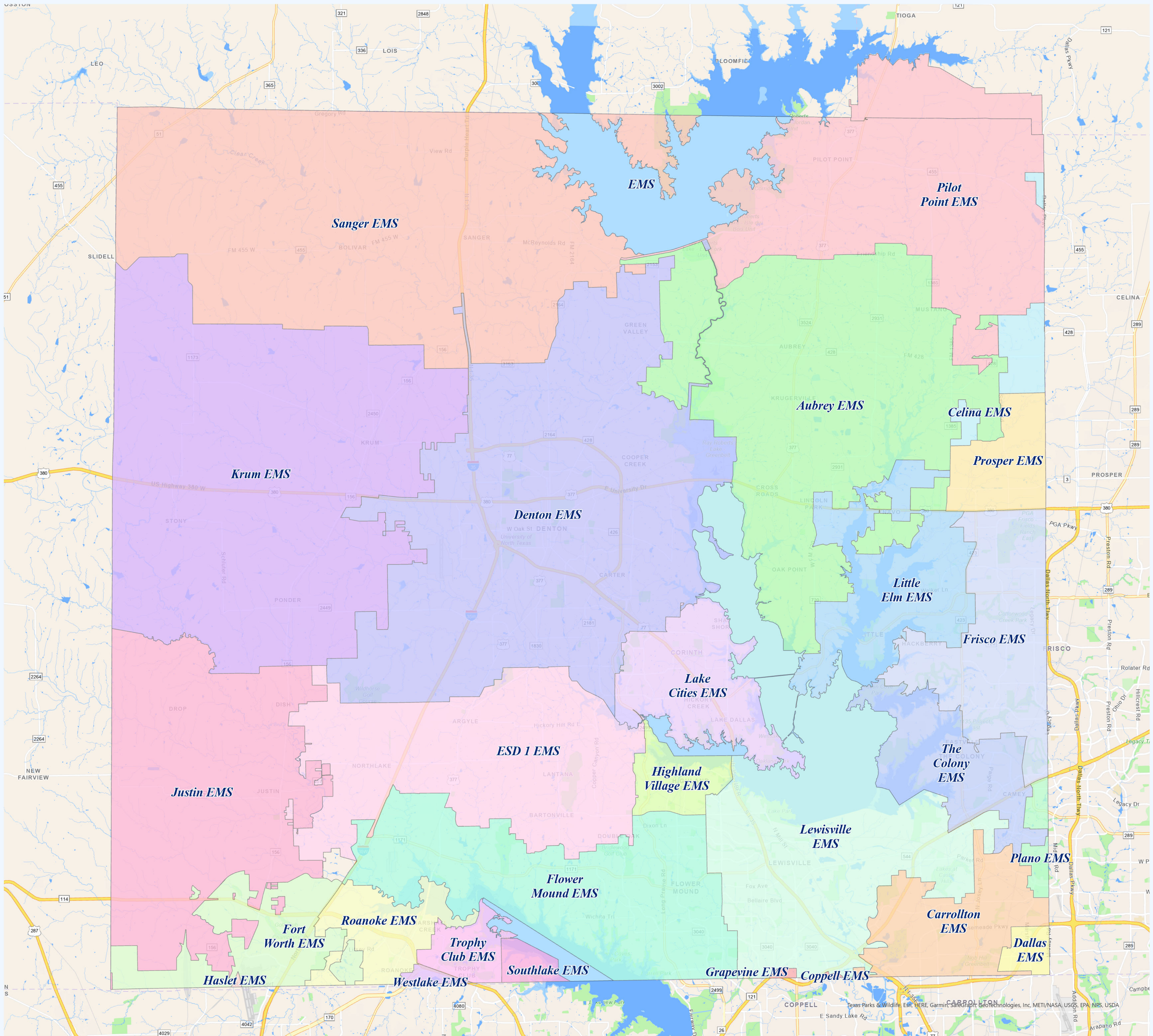
AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ to accomplish and pay the obligation of Denton County under this Agreement.

Denton County Auditor

DENTON COUNTY

Exhibit A - EMS



Andy Eads - County Judge
 Ryan Williams - Commissioner Precinct 1
 Kevin Falconer - Commissioner Precinct 2
 Bobbie J. Mitchell - Commissioner Precinct 3
 Dianne Edmondson - Commissioner Precinct 4

- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- RAILROADS
- AIRPORTS
- LAKES & PONDS
- County Boundary

City Population
 Denton > 100,000
 Lewisville 40,000- 100,000
 Corinth 10,000- 39,999
 Sanger 2,000- 9,999
 Ponder < 2,000

NAD 1983 StatePlane
 (Zone 5351)
 Texas North Central
 Lambert Conformal Conic

1:108,212
 November 15, 2023

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CONTACT INFORMATION
 LANDMARK MAP: gis.dentoncounty.gov
 E-MAIL: gis@dentoncounty.gov





CITY COUNCIL COMMUNICATION

DATE: Date of meeting

FROM: Clayton Gray, Chief Financial Officer

AGENDA ITEM: Consideration and possible action on a contract with Republic Services for solid waste and recycling services and authorizing the City Manager to execute the contract and all necessary documents.

SUMMARY:

- The City’s current contract with Waste Connections expires December 31, 2023.
- City Council approved issuing an RFP for service on September 5, 2023.
- Five proposals were received to the RFP.
- The City Council selected Republic Services on October 16, 2023.
- The contract is from January 1, 2024, through December 31, 2028.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

- Agreement for Solid Waste and Recycling Services

AGREEMENT FOR SOLID WASTE AND RECYCLING SERVICES

This Agreement for Solid Waste and Recycling Services (this "Agreement") is made and entered into by and between the City of Sanger Texas, a home-rule Texas Municipal Corporation ("the City") and Allied Waste Systems, Inc. dba Republic Services of Lewisville, a Texas Limited Liability Corporation ("Contractor"), located in Lewisville, Texas (collectively, "the Parties").

WITNESSETH:

WHEREAS, the City seeks to contract for Solid Waste and Recycling Services for the benefit of the citizens of the City of Sanger; and

WHEREAS, the City has received a proposal from Republic Services to provide Solid Waste and Recycling Services; and

WHEREAS, the City has selected the bid from Republic Services as the best value for the providing Solid Waste and Recycling Services;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and the City, agree as follows:

1. Scope of Services. Contractor shall be bound by the terms and conditions described in the Request for Proposal issued by the City attached hereto and incorporated herein by reference as Exhibit A and Contractor's response ("the Proposal") attached hereto and incorporated herein by reference as Exhibit B.

2. Commencement of Operations. Contractor shall begin immediately upon receipt of a fully executed copy of this Agreement and the receipt of a Notice to Proceed from the City of Sanger.

3. Compensation. In consideration for the work performed by Contractor, the City to the amounts and manner indicated on the documents attached hereto and incorporated herein in Exhibit B with a yearly increase of four percent (4%)..

4. **WARRANTY AND DEGREE OF CARE**. **CONTRACTOR WARRANTS THE MATERIALS USED SHALL BE FREE OF DEFECT OR FAILURE FOR A PERIOD OF AT LEAST ONE YEAR FROM THE DATE OF COMPLETION OF THE SERVICES AND THAT ALL SERVICES PROVIDED BY CONTRACTOR SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT AND IN ACCORDANCE WITH THE DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY COMPETENT CONTRACTORS IN TEXAS APPLICABLE TO THE TYPE OF SERVICES CONTEMPLATED HEREUNDER. IN**

THE EVENT ANY DEFECT IS DISCOVERED OR DEVELOPS IN MATERIALS PROVIDED BY CONTRACTOR OR WORK PERFORMED BY CONTRACTOR WITHIN ONE YEAR AFTER COMPLETION OF THE SERVICES, CONTRACTOR WILL REPAIR OR REPLACE ANY SUCH MATERIALS OR WORK SO THAT IT IS NOT DEFECTIVE AND MEETS THE REQUIREMENTS OF THIS AGREEMENT.

5. Confidentiality and Ownership of Documents. Contractor shall keep confidential information and documents provided by the City confidential and shall not release them without the consent of the City. Upon completion of the Renovations and payment of the Compensation owed, all documents created for the City pursuant to this Agreement shall be the property of the City and shall be provided to the City by Contractor.

6. **INDEMNIFICATION.** CONTACTOR SHALL DEFEND, INDEMNIFY, AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE TO ALL PERSONS (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) TO THE EXTENT ARISING OUT OF RESULTING FROM OR OCCURRING IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES THAT IS (I) ATTRIBUTABLE TO ANY BODILY OR PERSONAL INJURY, SICKNESS, DISEASES OR DEATH OF ANY PERSON OR ANY DAMAGE OR INJURY TO OR DESTRUCTION OF REAL OR PERSONAL PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE THEREOF, AND (II) CAUSED IN WHOLE OR IN PART BY NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF CONTRACTOR, ANY SUBCONTRACTOR OR SUPPLIER, THEIR RESPECTIVE AGENTS OR EMPLOYEES OR ANY OTHER PARTY FOR WHOM ANY OF THEM MAY BE LIABLE REGARDLESS OF WHETHER SUCH IS CAUSED IN PART BY THE NEGLIGENT, STRICT LIABILITY OR OTHER ACT OR OMISSION OF A PARTY OR PARTIES INDEMNIFIED HEREUNDER. COMPANY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF CITY'S NEGLIGENCE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT THAT ANY EMPLOYEE OF COMPANY ASSERTS A CLAIM AGAINST THE CITY THAT WOULD HAVE BEEN BARRED UNDER WORKERS' COMPENSATION INSURANCE, COMPANY SHALL BE SOLELY RESPONSIBLE FOR AND SHALL DEFEND, INDEMNIFY AND HOLD CITY (OR ANY OF CITY'S REPRESENTATIVES OR EMPLOYEES), FREE AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, DEMANDS, LOSSES, DAMAGES, COSTS OR EXPENSE FOR ANY SUCH CLAIMS NOTWITHSTANDING THE FACT THAT COMPANY IS A NON-SUBSCRIBER TO WORKERS' COMPENSATION INSURANCE IN THE STATE OF TEXAS. SAID INDEMNITY AND

HOLD HARMLESS AGREEMENT SHALL ALSO APPLY TO CLAIMS ARISING FROM ACCIDENTS TO COMPANY, ITS AGENTS OR EMPLOYEES, WHETHER OCCASIONED BY COMPANY OR ITS EMPLOYEES, THE CITY OR ITS EMPLOYEES OR BY ANY OTHER PERSON OR PERSONS. IN THE EVENT OF JOINT OR CONCURRENT NEGLIGENCE OF BOTH COMPANY AND THE CITY, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO COMPANY OR THE CITY UNDER TEXAS LAW. THE CITY SHALL BE RESPONSIBLE FOR ITS NEGLIGENCE AND COMPANY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT TO THE EXTENT OF THE CITY’S NEGLIGENCE. THE INDEMNIFICATION OBLIGATION SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER THE WORKERS’ OR WORKMEN’S COMPENSATION ACTS, DISABILITY ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

7. Insurance. Contractor shall be solely responsible for any insurance required under the terms of the agreement, including, but not limited to, payment of premium and deductibles whether or not the City is an additional insured, via blanket form endorsement, under the policies, except workers compensation, or other state-approved program/employer’s and for any additional insurance it deems necessary. City does not and shall not carry insurance policies covering the contractor. Contractor must notify City in writing at least thirty (30) days prior to any non-renewal of or material change in the insurance coverage(s) required by this contract. Contractor shall ensure that the insurance coverage required under the contract is obtained and maintained to cover its work hereunder. City shall retain the right, at any time, to review coverage, and amount of insurance coverage, via an ACORD 25 Certificate of Insurance. The procuring of the required policy or policies of insurance shall not be construed to limit contractor’s liability to fulfill the requirements under this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damages, injury, or loss caused by the action or inaction of the successful Contractor in connection with this contract. All insurance certificates and ACORD 25 certificates shall be received and approved by City before the Contractor will be allowed to commence or continue work. Notice of accident (occurrence) and claim shall be given to the insurance company and City as soon as practicable after notice to the insured of any incident (occurrence) or claim. The obligations of Contractor pursuant to this section shall survive the expiration or termination of this contract. Failure to comply with any term of this section is a breach of this contract and may result in the termination of this contract.

A. Workers’ Compensation and Employers’ Liability:

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer’s Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit

\$100,000 Disease-Each Employee

iii. Waiver of Subrogation via blanket-form endorsement

Contractor shall furnish the City with an original Accord 25 certificate of insurance supplemented with the applicable blanket form endorsements, but not limited to, the additional insurance endorsements, evidencing that such coverages are in effect. Such Certificate: (1) will also be supplemented with blanket form endorsements, except Workers Compensation, or other state approved program/Employer's Liability, stipulated to provide (30) days prior written notice of cancellation to the City; (ii) shall show the City as an additional insured on page two of the certificate and the certificate shall be supplemented with additional blanket-form endorsements on all policies other than Worker's Compensation, or other state approved program ; and, (iii) shall contain waivers of subrogation in favor of the City (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of the City.

B. Commercial General Liability:

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

C. Commercial Automobile Liability Limits:

- i. Bodily Injury & Property
Damage Combined
Single Limit: \$1,000,000

Contractor shall procure and maintain in force during the terms of this contract, at its own cost, the above minimum insurance or other state approved coverage.

8. Non-Discrimination. Contractor hereby agrees to refrain from any activity in the performance of this Agreement that discriminates against any person or persons based upon race, color, creed, national origin, religion, sex, or communicable disease, in accordance with present federal and state laws.

9. Definitions

- i. Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.
- ii. Hazardous Waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States

Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

- iii. Recyclable Material. Recyclable Material consists of any material or substance at City Locations that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.
- iv. Solid Waste. Solid Waste is any nonhazardous solid waste generated at City Locations that is not excluded by the provisions of this Agreement. Solid Waste shall not include any Unacceptable Waste.
- v. Waste Material. Waste Material is all Solid Waste and Recyclable Material that are not excluded by this Agreement. Waste Material does not include any Unacceptable Waste.
- vi. Applicable Law. Applicable Law means any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction.
- vii. Title to Waste. Contractor shall acquire title to Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Unacceptable Waste shall remain with the customer and shall at no time pass to Contractor.
- viii. Right of Refusal: If anything listed as an Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire pick-up that contains those items. In such situations, Contractor shall contact the City and the City shall promptly undertake appropriate action to ensure that such items are removed and properly disposed of by the depositor or generator of the items. In the event such items are present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion, remove, transport, and dispose of such items at a facility authorized to accept those items, in accordance with Applicable Law and charge the depositor or generator for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of those items. The City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of

those items and to collect the costs incurred by Contractor in connection with such items. Subject to the City's providing all such reasonable assistance to Contractor, Contractor shall release City from any liability for any such costs incurred by Contractor in connection with excluded items, except to the extent that the items are determined to be attributed to the City.

- ix. Specifications for all Recyclable Material. Recyclable Material shall comply with any and all specifications provided by Contractor in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material is received within the City limits is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify the City and City shall pay any damages, costs, and penalties incurred by Contractor due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Materials, Contractor may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Material in a landfill and update the City's rates accordingly.
- x. Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Material, Contractor may at its option and upon notice to City (i) redefine Recyclable Material, (ii) suspend or discontinue any or all Services, or (iii) dispose of the Waste Material in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed, or further changed as market conditions dictate.
- xi. Waiver of Claims. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.
- xii. Equipment: Except as otherwise indicated in the Contract, any equipment Contractor furnishes shall remain Contractor's property. The City shall be liable to the extent allowable by law for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). The City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The City shall provide safe, unobstructed access to the equipment on the scheduled collection day. The Contractor may charge an additional fee for any additional collection service required by the failure to provide access.
- xiii. Damage to Pavement: Contractor shall not be responsible for any damages

to City's pavement, curbing or other driving surfaces resulting from Contractor's providing service at City locations, except to the extent caused by Contractor's negligence.

10. Termination of Contract. In the event of a failure by either Party to perform any material provision of the contract, a Party shall give written notice of such failure to the breaching Party along with a thirty (30) day notice (the "cure period") to correct such breach. The Party may terminate the contract after such a cure period if the Party has not adequately corrected such breach in accordance with the contract and the Party so notifies the breaching Party in writing of such termination action. Upon the effective date of termination as contained in the notice, the Party shall, unless the notice directs otherwise, immediately discontinue all Services in connection with the contract. At such time, the Party shall pay the Party only for charges and fees in which Services performed or Provide Services in or before such termination date.

- i. In the event that the City or the Contractor fails to perform any of the material provisions of the contract, the appropriate Party shall promptly notify the other Party of its noncompliance, stating with particularity the facts relating thereto and the period of time the Party has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of the contract within the period of time specified by the Party, the same is a violation of the contract, subject to the non-compliance penalty set forth in the contract. This remedy is hereby expressly made cumulative of other remedies available to the Parties, at law or in equity, for the breach of the contract.
- ii. In the event such termination occurs due to the acts of the Contractor, the City may exercise its rights under the successful Contractor's performance bond and procure the services of another waste services provider to complete the work covered under the contract for the remainder of the time period covered by the initial term of the contract or extension thereof.
- iii. If the City determines, and notifies the Contractor, that such default poses an immediate threat to the health or safety of any person or to any property interest, and if the Contractor has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, the Contractor shall compensate the City for the cost thereof.

- iv. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing to the Contractor. The City may withhold all or part of any sums which would otherwise be due to the Contractor, but that relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.

11. Independent Contractor. Contractor shall be fully responsible for its employees, including meeting all state and federal requirements for minimum wage, income tax withholding, workers' compensation, insurance, and all city, state, and federal requirements governing employer/employee relations. Contractor hereby certifies that it shall be and is in compliance with all such regulations, laws and requirements. Contractor shall also require its subcontractor to provide the same certification to the City.

12. No Third-Party Benefit. Nothing herein expressed or implied is intended, or shall be construed, to confer upon or give to any person or entity, other than the parties, any right or remedy under or by reason of this Agreement.

13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, effect and performance, without regard to conflict of law principles. All actions regarding this Agreement shall be in a court of competent subject matter jurisdiction Denton County, Texas.

14. Severability. If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Code of the City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein.

15. Notices/Insurance/Bonds. All notices, bonds, consents, demands, insurance, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of the City, to:

City of Sanger
Attention: City Manager

P.O. Box 1729
Sanger, TX 76266

With courtesy email copy to jnoblitt@sangertexas.org

In case of Contractor, to:

Cheryl Brock
551 Huffines Blvd
Lewisville, TX 75056

With courtesy copy email to: cbrock@republicservices.com

Entire Agreement. This Agreement and its exhibits contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof. In the event of a dispute under this agreement, the applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Agreement; (2) the Request for Proposal; (3) the Response to the Request for Proposal from the Contractor.

16. Amendment. No amendment to this Agreement shall be effective unless in writing signed by both parties.

17. Compliance with Laws. Contractor shall comply with all applicable federal, state, and local laws applicable to the renovations to be performed under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in duplicate originals and effective as of the __day of _____, 202_ (“the Effective Date”).

CONTRACTOR:

_____ LLC

By: _____

Name: _____

Title: _____

THE CITY OF SANGER

By: _____

Name: _____

Title: _____

Approved as to Form

Hugh Coleman
City Attorney
City of Sanger

Attest:

By: City Secretary

EXHIBIT LIST:

EXHIBIT “A” – City of Sanger Request for Proposal for Solid Waste and Recycling Services

EXHIBIT “B” – Republic Services Response to Request for Proposal for Solid Waste and Recycling Services