#### CITY COUNCIL

#### **MEETING AGENDA**

JULY 18, 2022, 5:30 PM

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



#### CALL THE WORK SESSION TO ORDER AND ESTABLISH A QUORUM

#### **DISCUSSION ITEMS**

- 1. Presentation and discussion regarding Texas Municipal Retirement System (TMRS).
- 2. Presentation and discussion regarding the City's 2022-2023 annual budget.

#### **OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

#### ADJOURN THE WORK SESSION

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

#### CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

#### **INVOCATION AND PLEDGE**

#### **CITIZENS COMMENTS**

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

#### **REPORTS**

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

3. Construction update from DECORP (Dannenbaum) regarding the IH-35 / FM 455 Expansion Project.

#### **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.

- 4. Consideration and possible action on the minutes from the July 5, 2022, meeting.
- 5. Consideration and possible action on Resolution No. 2022-08, Participating in Denton County's Community Development Block Grant Program, and authorizing the Mayor to execute said agreement.
- 6. Consider Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System with the Denton County Sheriff's Office.

#### **ACTION ITEMS**

Consideration and possible action on Resolution 2022-09, Appointing and Reappointing members to the 4A Industrial Development Corporation; 4B Development Corporation; Board of Adjustment; Library Board; Parks and Recreation / Keep Sanger Beautiful Board; and the Planning and Zoning Commission.

#### **INFORMATIONAL ITEMS**

Information Items are for informational purposes only. No action may be taken on items listed under this portion of the agenda.

- 8. All American Dogs June 2022 Report
- 9. Atmos Rider GCR Rate Filing under Docket No. 10170 June 2022
- 10. Atmos Energy Corporation's Conservation and Energy Efficiency Tariff June 2022

#### **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.

#### **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 is readily accessible to the general public at all times and posted on the City of Sanger website on July 13, 2022, at 4:30 PM.

/s/Kelly Ed	dwards	
Kelly Edwards,	City Secretary	

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



**DATE:** July 18, 2022

**FROM:** Kelly Edwards, City Secretary

**AGENDA ITEM:** Consideration and possible action on the minutes from the July 5, 2022,

meeting.

**SUMMARY:** 

N/A

**FISCAL INFORMATION:** 

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

N/A

#### **RECOMMENDED MOTION OR ACTION:**

Approve the July 5, 2022, meeting minutes as presented.

#### **ATTACHMENTS:**

07-05-2022 City Council Minutes

#### CITY COUNCIL

#### **MEETING MINUTES**

**JULY 05, 2022, 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 6:01 p.m.

#### **COUNCILMEMBERS PRESENT**

Mayor Thomas Muir
Mayor Pro Tem, Place 2
Councilmember, Place 1
Councilmember, Place 3
Councilmember, Place 4
Councilmember, Place 4
Councilmember, Place 5

Thomas Muir
Gary Bilyeu
Marissa Barrett
Dennis Dillon
Allen Chick
Victor Gann

#### **COUNCILMEMBERS ABSENT**

None

#### **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Finance Director Clayton Gray, Parks & Recreation Superintendent Ryan Nolting, Director of Economic Development Shani Bradshaw, Marketing and Civic Engagement Director Donna Green, Chief of Police Waylan Rhodes, Fire Chief David Pennington, Electric Superintendent Mike Prater, Director of Public Works Jim Bolz, and Public Works Operations Coordinator Meghann Piercy.

#### **DISCUSSION ITEMS**

1. Presentation and discussion regarding the City's 2022-2023 annual budget.

Director Gray provided a presentation and overview of the proposed budget for Fiscal Year 2022-2023.

Discussion ensued regarding the utilization of Fund Balance to fill vacant positions and maintain current staff, dollars appropriated for fuel, calculating the property tax rate, and the increase in the transfers out of the General Fund.

#### **OVERVIEW OF ITEMS ON THE REGULAR AGENDA**

No discussion.

#### **ADJOURN THE WORK SESSION**

There being no further business, Mayor Muir adjourned the work session at 7:03 p.m.

#### CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:13 p.m.

#### **COUNCILMEMBERS PRESENT**

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

#### **COUNCILMEMBERS ABSENT**

None

#### **STAFF MEMBERS PRESENT:**

City Manager John Noblitt, Assistant City Manager Alina Ciocan, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Finance Director Clayton Gray, Marketing and Civic Engagement Director Donna Green, Chief of Police Waylan Rhodes, Electric Superintendent Mike Prater, Director of Public Works Jim Bolz, and Public Works Operations Coordinator Meghann Piercy.

#### **INVOCATION AND PLEDGE**

Councilmember Dillon gave the invocation, the Pledge of Allegiance was led by Councilmember Gann.

#### **CITIZENS COMMENTS**

No one addressed the Council.

#### SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

2. Honoring Don O'Connor for his 22 years of service with the City of Sanger.

Mayor Muir read the proclamation honoring Mr. O'Connor's years of service to the City of Sanger.

#### **REPORTS**

#### **Police Department**

3. Presentation and update on Police Department Activities

Chief Rhodes provided a presentation and overview of the Police Department.

Discussion ensued regarding any challenges, the increase in offenses, establishing policing districts, and community outreach.

#### **Public Works**

4. Presentation and discussion regarding the Street Rehabilitation Program.

Director Bolz provided a presentation and overview of the streets and costs of the Street Rehabilitation program for Fiscal Year 2021-2022.

Discussion ensued regarding the increased costs of materials, mobilization costs, and a future long-term street maintenance program.

#### **CONSENT AGENDA**

5. Consideration and possible action on the minutes from the June 20, 2022, meeting.

Motion to approve made by Councilmember Bilyeu, Seconded Councilmember Barrett. Voting Yea: Councilmember Dillon, Councilmember Chick, and Councilmember Gann. Motion passed unanimously.

#### **ACTION ITEMS**

6. Consideration and possible action on Resolution 2022-7, Appointing One Member to the Board of Managers of the Denco Area 9-1-1 District.

Discussion ensued regarding the candidates as provided.

Motion to approve made by Councilmember Bilyeu, Seconded by Councilmember Barrett appointing Jim Carter to the Board of Managers of the Denco Area 9-1-1 District.

Voting Yea: Councilmember Dillon, Councilmember Chick, and Councilmember Gann. Motion passed unanimously.

7. Consideration and possible action on a Master Services Agreement and Annual Services Agreement with Thirkettle Corporation dba Aqua-Metric Sales Company for the implementation of a city-wide AMI/meter replacement project; and, authorize the City

Manager to execute said agreements and any other documents related thereto on behalf of the City of Sanger.

Assistant City Manager Ciocan provided an overview of the agreements.

Discussion ensued regarding the process of selecting a vendor, lifespan of the meters, utilizing bond funds, communications network, customer access to accounts, the implementation timeframe, disruption to residents, and communication to residents.

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

Voting Yea: Councilmember Bilyeu, Councilmember Chick, and Councilmember Gann. Motion passed unanimously.

8. Consideration and possible action on a Final Plat of Lot 1, of Neibert Addition, being 4.581 acres, in the City of Sanger's ETJ, and generally located on Sam Bass Rd, approximately 2557 feet south of FM 455.

Director Hammonds provided an overview of the Final Plat.

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

Voting Yea: Councilmember Bilyeu, Councilmember Chick and Councilmember Dillon. Motion passed unanimously.

9. Consideration and possible action on a Final Plat of Lot 1, Block A of Q Family Farm, being 9.618 acres, located partially in the City of Sanger's ETJ, and generally located on Belz Rd, approximately 563 feet east of Sam Bass Rd.

Director Hammonds provided an overview of the Final Plat.

Motion to approve made by Councilmember Gann, Seconded by Councilmember Dillon. Voting Yea: Councilmember Barrett, Councilmember Bilyeu and Councilmember Chick. Motion passed unanimously.

10. Consideration and possible action on a contract with Reynolds Asphalt & Construction Co. to perform pavement resurfacing services in an amount not to exceed \$287,063, and authorize the Mayor or City Manager to execute said contract; and, Ordinance # 07-16-22 amending the budget for the 2021-2022 fiscal year, and authorizing amended expenditures as provided.

Director Bolz provided an overview of the item.

Discussion ensued regarding the price increase due to the cost of materials.

Motion to approve made by Councilmember Bilyeu, Seconded by Councilmember Gann, and authorize the City Manager to approve any change orders. Voting Yea: Councilmember Barrett, Councilmember Chick, and Councilmember Dillon. Motion passed unanimously.

11. Consideration and possible action on a Professional Services Reimbursement Agreement with Santerra Partners, LLC, and authorize the Mayor to execute said agreement.

Director Hammonds provided an overview of the item allowing for the reimbursement of Public Improvement District (PID) expenses to review the PID proposal.

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

Voting Yea: Councilmember Bilyeu Councilmember Chick and Councilmember Gann. Motion passed unanimously.

#### **FUTURE AGENDA ITEMS**

Councilmember Bilyeu requested a follow-up presentation regarding the Police Department in six months.

#### **ADJOURN**

There being no further business, Mayor Muir adjourned the meeting at 8:47 p.m.			
	Thomas E. Muir, Mayor		
Kelly Edwards, City Secretary			



**DATE:** July 18, 2022

**FROM:** Alina Ciocan, Assistant City Manager

**AGENDA ITEM:** Consideration and possible action on Resolution No. 2022-08 Participating in

Denton County's Community Development Block Grant program, and authorize

the Mayor to execute said agreement.

#### **SUMMARY:**

- The Community Development Block Grant (CDBG) program is a federally-funded grant program administered by the Department of Housing and Urban Development. It aims to provide affordable housing, anti-poverty programs, and infrastructure development.
- In order to receive CDBG funding, Denton County must qualify as an Urban County under the CDBG program. Denton County is eligible to receive entitlement grant funds by having a combined population of 200,000 or more from participating municipalities and unincorporated areas.
- Municipalities are invited to join the County's consortium. Eligible cities must have a population under 50,000 and not currently receive CDBG funds. Entitlement counties must re-qualify every three years.
- On August 16, 2021, City Council approved a resolution supporting Denton County's application for funding from the Department of Housing and Urban Development to carry out Community Development Program activities.
- On September 7, 2021 the City Council approved a Joint Administrative Agreement with Denton County regarding the administration of the CDBG funding.
- Due to timeline constraints, Denton County has opted to forgo funding for Fiscal Year 2023, and instead go through the qualification process again for Fiscal Year 2024.
- Should the City be interested in joining the Consortium, the Joint Administrative Agreement needs to be executed again since this is a new qualifying process.

#### **FISCAL INFORMATION:**

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

#### **RECOMMENDED MOTION OR ACTION:**

Staff recommends approval.

#### **ATTACHMENTS:**

- Correspondence Denton County
- Resolution Denton County CDBG
- Joint Administrative Agreement

#### **RESOLUTION No. 2022-08**

RESOLUTION REGARDING CITY OF SANGER PARTICIPATION IN DENTON COUNTY'S COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE THREE PROGRAM YEAR PERIOD, FISCAL YEAR 2023 THROUGH FISCAL YEAR 2025.

**WHEREAS,** Title I of the Housing and Community Act of 1974, as amended through the Housing and Community Act of 1992, establishes a program of community development block grants for the specific purpose of developing viable communities by providing decent housing and suitable living environment and expanding economic opportunities principally for persons of low and moderate income, and

**WHEREAS,** Denton County has been designated an "Urban County" by the Department of Housing and Urban Development entitled to a formula share of Community Development Block Grant (CDBG) program funds provided said County has a combined population of 200,000 persons in its unincorporated areas and units of general local government with which it has entered into cooperative agreements, and

**WHEREAS,** Article III, Section 64 of the Texas Constitution authorizes Texas counties to enter into cooperative agreements with local governments for essential Community Development and Housing Assistance activities, and

**WHEREAS,** the City of Sanger may not apply for grants under the State CDBG Program from appropriations for fiscal years during the period in which it is participating in Denton County's CDBG program, and

WHEREAS, through cooperative agreements Denton County has authority to carry out activities funded from annual Community Development Block Grant (CDBG) Allocation from Federal Fiscal Years 2023, 2024, and 2025, from any program income generated from the expenditure of such funds and any successive qualification periods under automatic renewal, and

**WHEREAS**, this cooperative agreement covers Federal Fiscal Years 2023, 2024, and 2025, it will automatically be renewed for participation in successive three-year qualification periods, unless the County or the City of Sanger informs HUD with written notice to elect to not participate in a new qualification period, and

**WHEREAS**, the cooperative agreement will be automatically renewed by the date specified in HUD's urban county qualification notice for the next qualification period, Denton County will notify City of Sanger in writing of its right not to participate, and

**WHEREAS**, with automatic renewal, Denton County and the City of Sanger will be required to adopt and submit to HUD any amendment to the agreement incorporating changes necessary to meet the requirements set forth in an Urban County Qualification Notice, and

WHEREAS, Denton County and the City of Sanger agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, and

**WHEREAS**, Denton County and City of Sanger will take all actions necessary to assure compliance under section 104(b) of Title I of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, and

WHEREAS, Denton County will not fund activities in, or in support of the City of Sanger that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification, and

WHEREAS, Denton County and the City of Sanger will comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, of Title II of the Americans with Disabilities Act, Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws, and

**WHEREAS**, the City of Sanger has adopted and is enforcing a policy prohibiting te use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and

**WHEREAS,** the City of Sanger has adopted and is enforcing a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions, and

**WHEREAS,** in accordance with 24 CFR 570.501(b), Denton County is responsible for ensuring that CDBG funds are used in accordance with all program requirements, including monitoring and reporting to U.S. Department of Housing and Urban Development, on the use of program income, and

**WHEREAS,** pursuant to 24 CFR 570.501(b), the City of Sanger is subject to the same requirements applicable to sub recipients, including the requirement of a written agreement a described in 24 CFR 570.503, and

**WHEREAS**, Denton County and City of Sanger may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

NOW, THEREFORE, BE IT RESOLVED, by the City of Sanger that the City Council of Sanger, Texas supports the application of Denton County for funding from Housing and Community Development Act of 1974, as amended, and Cranston-Gonzalez National Affordable Housing Act, as amended, and asks that its population be included for three successive years with that of Denton County, Texas to carry out Community Development Program Activities Eligible for Assistance under Public Law 93-383, and Affordable Housing activities under Public Law 101-625, and authorizes the Mayor of Sanger, Texas to sign such additional forms as requested by the Department of Housing and Urban Development pursuant to the purposes of the Resolution, and further that the City of Sanger projects and filing annual grant requests.

BE IT FURTHER RESOLVED, this cooperative agreement will automatically be renewed for participation in successive three-year qualification periods, unless Denton County or the City of Sanger provides written notice it elects not to participate in a new qualification period. Denton County will notify the City of Sanger in writing of its right to make to such election on the date specified by the U.S. Department of Housing and Urban Development in HUD's urban county qualification notice for the next qualification period. Any amendments or changes contained within the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period must be adopted by Denton County and the City of Sanger and submitted to HUD. Failure by either party to adopt such an amendment to the agreement will void the automatic renewal of this agreement.

This agreement remains in effect until CDBG funds and income received during the fiscal 2023, 2024, 2025 programs, and to any successive qualification periods provided through the automatic renewal of this agreement, are expended and the funded activities completed, neither Denton County nor the City of Sanger may terminate or withdraw from the agreement while the agreement remains in effect.

Official notice of amendments or changes applicable for a subsequent three-year urban county agreement shall be in writing and be mailed by certified mail to the City Secretary of the City of Sanger. Any notice of changes or amendments to this agreement by the City of Sanger to Denton County shall be in writing to the Denton County Judge's Office.

SIGNED on this the day of July	, 2022.
Kelly Edwards, City Secretary	Thomas Muir, Mayor
PASSED AND APPROVED THIS	day of July, 2022.
Commissioners Court Clerk	Judge Andy Eads, County Judge



#### Andy Eads Denton County Judge

June 27, 2022

Honorable Thomas Muir, Mayor of Sanger

RE: Urban County Qualification for CDBG 2023 - 2025

Dear Mayor Muir,

Denton County is honored to announce that we are seeking qualification as an Urban County under the Community Development Block Grant ("CDBG") program in order to assist in providing our eligible cities with funding for projects related to low-moderate income individuals in their communities.

CDBG aims to ensure the development of viable communities through the use of infrastructure development and anti-poverty programs. This mission is accomplished through the funding of activities which meet one of the CDBG national objectives: benefiting low and moderate income persons, eliminating slums/blight, or addressing urgent community development needs.

The CDBG program is federally funded, locally administered, and successful through collaboration. Denton County extends this invitation to you, as an eligible municipality, for participation in the Denton County CDBG Consortium. Under the Consortium we shall work together to provide valuable services to our citizens and further the high quality of living that all cities and towns in Denton County offer.

Should you elect to join to Consortium, the attached Cooperative Agreement must be signed and returned to the Denton County Grant Manager, Rina Maloney on or before <u>August 1, 2022</u>. Those cities/towns which opt out of joining are asked to notify the County of such by email, rina.maloney@dentoncounty.gov.

If you have any questions or concerns regarding the CDBG program, please contact Rina Maloney at, (940) 349-3012, rina.maloney@dentoncounty.gov.

incerely

Andy Eads County Judge

Denton County Texas

Denton County Administrative Courthouse ● 1 Courthouse Dr. ● Denton, TX 76208 (940) 349-2820 ● www.dentoncounty.gov

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## STATE OF TEXAS \$ COMMUNITY DEVELOPMENT COUNTY OF DENTON \$ BLOCK GRANT PROGRAM

#### JOINT ADMINISTRATIVE AGREEMENT FOR ADMINISTRATION

Pursuant to Texas Local Government Code Chapter 373 and Section 381.003, Texas cities and counties are authorized to conduct essential housing and community development activities; and pursuant to Texas Government Code Chapter 791, Texas cities and counties are authorized to enter into cooperative agreements.

This agreement is entered into by and between **DENTON COUNTY** ("COUNTY"), a political subdivision of the State of Texas, and the **CITY OF SANGER**, ("CITY") a municipal corporation under the laws of the State of Texas (also known individually as a "Party" or, collectively, the "Parties").

The CITY OF SANGER, has chosen to have its population included as a portion of COUNTY's population in COUNTY's "Urban County" applications to the U.S. Department of Housing and Urban Development ("HUD") for the Community Development Block Grant ("CDBG") Program, the HOME Investment Partnership ("HOME") Program, and Emergency Solutions Grants ("ESG") Program (collectively, the "Grant Applications"), and COUNTY is willing to include CITY's population in the Grant Applications

This Agreement is effective for the three fiscal years qualification period of Fiscal Years 2023- 2025. This Agreement remains in effect until the CDBG Program funds and income received with respect to the three fiscal years qualification period and any successive qualification periods are expended and the funded activities are completed, and the Parties may not terminate or withdraw from this Agreement while it remains in effect. This Agreement will automatically renew for each new three fiscal year Urban County qualification period, unless CITY or COUNTY provides written notice of its intention to end its participation in this Agreement to the other Party before the end of a three fiscal years qualification period. The termination notice must also be sent to the HUD Field Office.

This **JOINT ADMINISTRATIVE AGREEMENT** is made and entered into by and between the City Council of the **CITY OF SANGER** and **DENTON COUNTY** and the parties hereby AGREE as follows:

- 1. The Parties will cooperate to undertake, or assist in undertaking, community renewal and lower-income-housing-assistance activities.
- 2. The Parties will take all actions necessary to assure compliance with the Urban

County's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, and implementing regulations at 24 CFR part 1, and the Fair

Housing Act, and the implementing Attachment B - Exhibit A regulations at 24 CFR part 100, will affirmatively further fair housing. The Parties will take all actions necessary to assure compliance with the Urban County's certification required by section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968. The Parties will also comply with any other applicable laws.

- 3. The Parties will take all required actions to comply with the provisions of the National Environment Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable laws.
- 4. The Parties will affirmatively further fair housing within the jurisdiction of the CITY and the COUNTY.
- 5. The COUNTY and the CITY have adopted and are enforcing a policy prohibiting the use of excessive force by law enforcement agencies with its jurisdiction against any individuals engaged in non-violent civil rights demonstrations and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is in the subject of such non-violent civil rights demonstrations within the jurisdiction.
- 6. Neither Party to this Agreement may veto or in any other way obstruct the implementation of the approved Consolidated Plan (the "Plan") during the period for which COUNTY is seeking to qualify as an Urban County, nor may either Party be required to undertake any activities not specifically in the Plan. In addition, nothing contained in this Agreement will deprive any municipality or other unit of local government of any powers of zoning, development control or other lawful authority which it presently possesses.
- 7. Pursuant to 24 CFR 570.501 (b), CITY is subject to the same requirements applicable to subrecipients, including the requirements for a written Attachment B Exhibit A agreement set forth in 24 CFR 570.503.
- 8. CITY may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- 9. COUNTY will adhere to HUD requirements regarding public hearings and will have final responsibility for selection of projects, the filing of annual grant request, and the

preparation of annual performance reports.

- 10. COUNTY has the final responsibility for submitting the consolidate Plan to HUD
- 11. CITY may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in COUNTY's CDBG program.

This Joint Administrative Agreement is executed on behalf of the **CITY OF SANGER** and **DENTON COUNTY** by its duly authorized officials.

CITY OF SANGER	
Thomas Muir, Mayor of Sanger	
This theday of,	2022
DENTON COUNTY, TEXAS	
Andy Eads, County Judge	
This theday of,	2022



**DATE:** July 18, 2022

**FROM:** Waylan Rhodes, Chief of Police

**AGENDA ITEM:** Consider Interlocal Cooperation Agreement for Shared Governance

Communications & Dispatch Services System with the Denton County Sheriff's

Office.

#### **SUMMARY:**

• Interlocal Agreement Renewal

County Services and Responsibilities

Agency Responsibilities

Revised Cost

#### **FISCAL INFORMATION:**

Budgeted: YES Amount: \$69,359.00 GL Account: 20-5460

Calculation for Cost Fiscal Year 2022/2023

Fire Department Annual Cost: \$21,086.00

Police Department Annual Cost: \$48,273.00

Total Cost: \$69,359

Monthly Payment Amount: \$5,779.91

#### **RECOMMENDED MOTION OR ACTION:**

Approve Interlocal Cooperation Agreement For Shared Governance Communications & Dispatch Services System.

#### **ATTACHMENTS:**

**Interlocal Cooperation Agreement** 

STATE OF TEXAS

§ §

**COUNTY OF DENTON** 

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## INTERLOCAL COOPERATION AGREEMENT FOR SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

### Name of Agency: City of Sanger Fire & Police Departments

hereinafter referred to as "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, Texas; and

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

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

- 1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.
- 2. <u>ADVISORY BOARD.</u> The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.
- 3. <u>TERM OF AGREEMENT.</u> The initial term of this Agreement shall be for a one-year period beginning October 1, 2022 and ending on September 30, 2023.
- 4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

- 5. <u>ANNUAL SERVICE FEE.</u> Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.
  - 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
  - 5.2. The Agency shall complete *Exhibit "A"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
  - 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
  - 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
  - 5.5 If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
  - 5.6 Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2 Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3 Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4 Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5 Determining agency OIA that is not MDC Activity
- 5.6.6 Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7 Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8 Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9 Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10 Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget
- 6. <u>COUNTY SERVICES AND RESPONSIBILITIES</u>. The County agrees to provide the following services and responsibilities:
- 6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.
- 6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
  - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
  - 6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services:
  - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
  - 6.3.4. providing on-going communication support to the emergency personnel in the field; and
  - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.
- 6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.
- 7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:
  - 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial iurisdiction of the Agency.
  - 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
  - 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
  - 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
  - 7.5 Adherence to all Sheriff's Office communications rules and regulations.
  - 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit* "B"
  - 7.7 Appoint representative and agree to participate in the Advisory Board.
  - 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.
- 8. AGREEMENT. The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.
- 9. AGREEMENT LIASONS. Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

- 10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.
- 11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.
- 12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.
- 13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.
- 14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

NOTICES. All notices, demands or other writings may be delivered by either party by U.S. 16. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge
		Denton County Commissioners Court
		1 Courthouse Drive, Ste 3100
		Denton, Texas 76208
	2	Denton County Sheriff
		Denton County Sheriff's Office
	1	127 N. Woodrow Lane
		Denton, Texas 76205
	3	Assistant District Attorney
		Counsel to the Sheriff
	İ	127 N. Woodrow Lane
		Denton, Texas 76205

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

- SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as 17. well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. 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 extent possible.
- This Agreement is made for the express purpose of providing 18. THIRD PARTY. communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.
- VENUE. This agreement will be governed and construed according to the laws of the State 19. of Texas. This agreement shall be performed in Denton County, Texas.
- WAIVER. The failure of County or Agency to insist upon the performance of any term or 20. provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.
- AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

- 22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.
- 23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS	AGENCY	
Andy Eads, County Judge	Thomas E. Muir, Mayor	
Denton County Commissioners Court 1 Courthouse Drive, Ste 3100	City of Sanger P. O. Box 1729	
Denton, Texas 76208	Sanger, TX 76266	
(940)349-2820	940-458-7930	
EXECUTED duplicate originals on this	EXECUTED duplicate originals on this	
Date:	Date:	
Approved as to content:	Approved as to content:	
Denton County Sheriff's Office	Fire Chief David Pennington	
	Police Chief Waylan Rhodes	
Approved as to form:	Approved as to form:	
Assistant District Attorney Counsel to the Sheriff	Attorney for Agency	

#### Exhibit A

# 2022-23 Budget Year Denton County Sheriff's Office Communications Agreement Agency Payment Worksheet

Agency:	City of Sanger Fire & Police
	Chief Waylan Rhodes, Chief Pennington
Payment Contact Person:	and/or Finance Department
Phone Number:	940-458-7930
	w.rhodes@sangertexas.org
	dpennington@sangertexas.org
	cprice@sangertexas.org or
Email(s):	finance@sangertexas.org
Address:	P. O. Box 1729
City, State, Zip	Sanger, TX 76266
•	\$ 21,086.00 Fire
	\$ 48,273.00 Police
AGENCY TOTAL AMOUNT DUE	\$ 69,359.00 Total

#### Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208

Payment Plan Options

Agency MUST
Select One
Payment Option

1	One Annual Payment (100%)	
2	Two Payments (50%)	
	(050/)	
3	Four Payments (25%)	
	T 1 M 41 D	
4	Twelve Monthly Payments	
5	Other Payment Option	

## TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2022-2023

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Sanger Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

#### DENTON COUNTY SHERIFF'S OFFICE

**AGENCY** 

Signature:		Signature:		
By:	Tracy Murphree	Ву:	Waylan Rhodes	
Title:	Denton County Sheriff	Title:	Chief of Police	
Date:		Date:		



**DATE:** July 18, 2022

**FROM:** Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on Resolution 2022-09, Appointing and

Reappointing members to the 4A Industrial Development Corporation; 4B Development Corporation; Board of Adjustment; Library Board; Parks and Recreation / Keep Sanger Beautiful Board; and the Planning and Zoning

Commission.

#### **SUMMARY:**

• In the Charter, Article X. Boards, Commission and Committees, establishes the City Council's authority to create and establish boards and commissions.

- In April and May, Staff advertised that the city was accepting applications for all boards. The notice was published in the Sanger News newspaper, the city's website, and on social media.
- In Charter, Article III, The City Council, Section 3.01, C.4., the Mayor shall recommend appointments to boards & commissions.

#### **FISCAL INFORMATION:**

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

N/A

#### **RECOMMENDED MOTION OR ACTION:**

Mayor Muir recommends the following appointments or reappointments:

#### 4A INDUSTRIAL DEVELOPMENT CORPORATION

Reappointing - Susan Allison and Nancy McAllister

#### **4B DEVELOPMENT CORPORATION**

Appointing – Guy Sanez

Reappointing – John Payne, Beverly Howard, and Eddie Piercy

#### LIBRARY BOARD

Appointing – Libby Dorn

Reappointing – Suzanne Sellers

#### PARKS AND RECREATION / KEEP SANGER BEAUTIFUL BOARD

Appointing – Eugene Stallings and Steven Gage Reappointing – Tyler Sievent and David Cale Trail

#### PLANNING AND ZONING COMMISSION and BOARD OF ADJUSTMENT

Reappointing - Sally Amendola, Allen McAlister, Jason Miller, and Bo Cooper

#### **ATTACHMENTS:**

Resolution 2022-09

#### **CITY OF SANGER, TEXAS**

#### **RESOLUTION NO. 2022-09**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, APPOINTING AND REAPPOINTING MEMBERS TO THE 4A INDUSTRIAL DEVELOPMENT CORPORATION; 4B DEVELOPMENT CORPORATION; LIBRARY BOARD; PARKS AND RECREATION / KEEP SANGER BEAUTIFUL BOARD; BOARD OF ADJUSTMENT; AND THE PLANNING AND ZONING COMMISSION; AUTHORIZING ITS EXECUTION, AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the City of Sanger Charter, Article X. Boards, Commission and Committees establishes the City Council's authority to create and establish boards and commissions; and

**WHEREAS,** the Council shall annually publish, during the months of April or May, the opportunity for the citizens of Sanger to serve on boards or commissions; and

**WHEREAS,** the City of Sanger Charter, Article X. Boards, Commission and Committees, section 10.02 provides Board and Commission Member qualifications; and

**WHEREAS,** the City of Sanger Charter, Article III, The City Council, Section 3.01, C.4., the Mayor shall recommend appointments to boards & commissions; 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 of Sanger, Texas, hereby appointed or reappointed to the 4A Industrial Development Corporation:

Place 1	Christopher Kundrock	2021-2023
Place 2	Susan Allison	2022-2024
Place 3	Shannon Gann	2021-2023
Place 4	Nancy McAllister	2022-2024
Place 5	Drew Hall	2021-2023

**SECTION 3.** That the City Council of Sanger, Texas, hereby appointed or reappointed to the 4B Development Corporation:

Place 1	Guy Saenz	2021-2023
Place 2	John Payne	2020-2024
Place 3	Stephanie Wood	2021-2023
Place 4	<b>Beverly Howard</b>	2020-2024
Place 5	Jeff Springer	2021-2023
Place 6	<b>Eddie Piercy</b>	2020-2024
Place 7	Carrie Bilyeu	2021-2023

**SECTION 4.** That the City Council of Sanger, Texas, hereby appointed or reappointed to the Library Board:

Place 1	Vacant	2021-2023
Place 2	Suzanne Sellers	2022-2024
Place 3	Judith Rodgers, Chair	2021-2023
Place 4	Libby Dorn	2022-2024
Place 5	Erica Kaufman	2021-2023

**SECTION 5.** That the City Council of Sanger, Texas, hereby appointed or reappointed to the Parks and Recreation / Keep Sanger Beautiful Board:

Place 1	Thomas Ford	2021-2023
Place 2	<b>Tyler Sievent</b>	2022-2024
Place 3	<b>Eugene Stallings</b>	2021-2023
Place 4	<b>David Cale Trail</b>	2022-2024
Place 5	<b>Steven Gage</b>	2021-2023
Alternate	Vacant	2022-2024

**SECTION 6.** That the City Council of Sanger, Texas, hereby appointed or reappointed to the Planning & Zoning Commission:

Place 1	Shane Stone	2021-2023
Place 2	Sally Amendola	2022-2024
Place 3	Jackie Turner	2021-2023
Place 4	Allen McAlister	2022-2024
Place 5	Matt Fuller	2021-2023
Place 6	Jason Miller	2022-2024
Place 7	Philip Surles	2021-2023
Alternate	Bo Cooper	2022-2024

**SECTION 7.** That the City Council of Sanger, Texas, hereby appointed or reappointed to the Board of Adjustment:

Place 1	Shane Stone	2021-2023
Place 2	Sally Amendola	2022-2024
Place 3	Jackie Turner	2021-2023
Place 4	Allen McAlister	2022-2024
Place 5	Matt Fuller	2021-2023
Place 6	Jason Miller	2022-2024
Place 7	Philip Surles	2021-2023
Alternate	Bo Cooper	2022-2024

**SECTION 8.** That this resolution shall become effective from and after its date of passage.

#### PASSED AND APPROVED THIS THE 18th DAY OF JULY 2022.

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

Item 7.



## VGER BOARD AND COMMISSION APPLICATION

<sup>NAME:</sup> Guy Saei	nz		DATE: 4/18/22
ADDRESS: 49 Hero	n Bay Court, Sanger, Tx. 7	76266	<u> </u>
HOME PHONE:			
CELL PHONE:	EMA	AIL:	
· ·	RED, DESCRIBE FORMER OCCUPATION	ON OR PRO	DFESSION):
Director of Quality	and Operations - Americas		
PRIOR SERVICE ON A C	CITY BOARD/COMMISSION? Y	ES <	NO
IF YES, PLEASE DESCR	IBE:		
		•	) AND/OR COMMISSION YOU SELECTED:
			ership, skills and experience can help ctives, adding to the brain trust.
	and and commonante godie a	0.0,00	saves, adding to the stant tract.
PLEASE NUMBER EACH	BOARD/COMMISSION YOU ARE INTE	RESTED I	N SERVING ON WITH "1" FOR FIRST PREFERENCE, D/COMMISSION YOU WOULD NOT LIKE TO BE
CONSIDERED FOR.	TENENOL, ETC. LEAVE BEANN A	T DOAR	DICOMINISSION FOO WOOLD NOT LIKE TO BE
PLANNING AI BOARD OF AI	ND ZONING AND COMMISSION DJUSTMENT		4A BOARD INDUSTRIAL DEVELOPMENT BOARD
PARKS AND I BEAUTIFUL B	RECREATION / KEEP SANGER BOARD	X	4B BOARD – DEVELOPMENT CORPORATION
LIBRARY BOA			OTHER
LIST ANY TRAINING, SK HELPFUL IN CONSIDER	ILLS, PROFESSIONAL KNOWLEDGE C ING YOUR APPLICATION FOR THIS PO	OR OTHER OSITION:	QUALIFICATIONS THAT MAY BE RELEVANT OR
	ist of project management, eva		new business opportunities, ssuring fiscal responsibility. As well as
			ficiency, improvement as well as revenue
& margin maintenan	ce and growth.		
ARE YOU, OR A MEMBE	R OF YOUR FAMILY INVOLVED IN AN	Y BUSINES	SS TRANSACTION WITH THE CITY OF SANGER?
No.			
ARE YOU A QUALIFIED	VOTER? YES NO		
DO YOU UNDERSTAND	THAT ATTENDANCE AND ACTIVE SUF	PORT IS	REQUIRED, IF APPOINTED? YES NO
//			10.00
SIGNATURE;	<del></del>		-18-22
RETURN COMPLETED	APPLICATION TO CITY SECRETARY	AT CITY F	HALL OR EMAIL - citysecretary@sangertexas.org

940.458.7930 | 502 Elm Street | PO Box 1729 | Sanger, TX 76266 | www.sangertexas.org

f facebook.com/SangerTexas 🐷 @CityofSanger



NAME:	Libby R. Dorn		DATE: 05/30/2022	
ADDRES	<sup>S:</sup> 303 S. 2nd Street, Sanger, Te	xas 76266		
HOME PH	HOME PHONE: N/A			
CELL PHO	ONE:	EMAIL:		
Director Licensed	TION (IF RETIRED, DESCRIBE FORMER OCCU of Social Services at Denton Rehabiliation an I Clinical Social Worker Professor at University of North Texas and Te	nd Nursing		
PRIOR SE	ERVICE ON A CITY BOARD/COMMISSION?	YES	NO	
Not ava				
	E WHY YOU ARE INTERESTED IN SERVING OF		·	
involve	always been a big supporters of librared in our library. I would love to be invaled continued reading within our com	olved in furth	eve that this is the right time to become ner promoting the importance of the	
"2" FOR			N SERVING ON WITH "1" FOR FIRST PREFERENCE, D/COMMISSION YOU WOULD NOT LIKE TO BE	
	PLANNING AND ZONING AND COMMISSION BOARD OF ADJUSTMENT		4A BOARD - INDUSTRIAL DEVELOPMENT BOARD	
	PARKS AND RECREATION / KEEP SANGER BEAUTIFUL BOARD		4B BOARD – DEVELOPMENT CORPORATION	
1	LIBRARY BOARD		OTHER	
LIST ANY TRAINING, SKILLS, PROFESSIONAL KNOWLEDGE OR OTHER QUALIFICATIONS THAT MAY BE RELEVANT OR HELPFUL IN CONSIDERING YOUR APPLICATION FOR THIS POSITION:  I am a licensed clinical social worker and have been given the privilege of working with newborns up to 107 year olds which allows me to connect with many different age groups. In addition to working at a nursing home, I adjunct at the local universities which allows me to work with the others in inspiring them to continue their education.				
	OR A MEMBER OF YOUR FAMILY INVOLVED not, nor are any family members.	IN ANY BUSINE	SS TRANSACTION WITH THE CITY OF SANGER?	
ARE YOU A QUALIFIED VOTER? YES V NO				
DO YOU UNDERSTAND THAT ATTENDANCE AND ACTIVE SUPPORT IS REQUIRED, IF APPOINTED?				
SIGNATURE: DATE: DG - D(- 2022  RETURN COMPLETED APPLICATION TO CITY SECRETARY AT CITY HALL OR EMAIL - citysecretary@sangertexas.org				

940.458.7930 | 502 Elm Street | PO Box 1729 | Sanger, TX 76266 | www.sangertexas.org



## JGER BOARD AND COMMISSION APPLICATION

NAME:	E: Eugene Stallings		DATE: 5/9/2022	
ADDRESS: 116 Creekside Dr.				
HOME PH	HONE:	USINESS PH	IONE:	
CELL PHO	ONE: El	MAIL:		
	TION (IF RETIRED, DESCRIBE FORMER OCCUPAT	ION OR PRO	DFESSION):	
Quality	Control Inspector			
PRIOR SE	ERVICE ON A CITY BOARD/COMMISSION?	YES	(NO)	
IF YES, P	LEASE DESCRIBE:			
DESCRIB	E WHY YOU ARE INTERESTED IN SERVING ON TH	HE BOARD(8	S) AND/OR COMMISSION YOU SELECTED:	
	l like a to be more active in my commnut en traveling since I left home at 18. Movi		gor has been the first place that's felt	
like ho	me. I'll like to makė Sanger a place wher	e everyor	ne that lives here feels the same.	
			IN SERVING ON WITH "1" FOR FIRST PREFERENCE,	
	SECOND PREFERENCE, ETC. LEAVE BLANK RED FOR.	ANY BOAF	RD/COMMISSION YOU WOULD NOT LIKE TO BE	
2	PLANNING AND ZONING AND COMMISSION BOARD OF ADJUSTMENT	5	4A BOARD – INDUSTRIAL DEVELOPMENT BOARD	
1	PARKS AND RECREATION / KEEP SANGER BEAUTIFUL BOARD	4	4B BOARD – DEVELOPMENT CORPORATION	
	LIBRARY BOARD	3	OTHER Historic Preservation Commission	
LIST ANY HELPFUL	TRAINING, SKILLS, PROFESSIONAL KNOWLEDGE IN CONSIDERING YOUR APPLICATION FOR THIS	OR OTHER	QUALIFICATIONS THAT MAY BE RELEVANT OR	
In my tin	ne in the aviation industry, I feel it's giving	g me high	personal standards of character and	
g and				
ARE YOU OR A MEMBER OF YOUR FAMILY INVOLVED IN ANY BUSINESS TRANSACTION WITH THE CITY OF SANGER?				
No				
ARE YOU	A QUALIFIED VOTER? YES V NO			
·		I IDDODT IS	DECLIBED IS ADDOINTED? VES NO	
NO				
SIGNATU	SIGNATURE: DATE: 5-9-27			
In my time in the aviation industry, I feel it's giving me high personal standards of character and ethics due to the risk of life within the industry. I feel this will carry over in serving the people of Sanger. Making sure every choice is in the best interest of the people.  ARE YOU, OR A MEMBER OF YOUR FAMILY INVOLVED IN ANY BUSINESS TRANSACTION WITH THE CITY OF SANGER?				

940.458.7920 | 502 Est Street | PO Box 1729 | Sangor, TX 76266 | www.sangertexas.org



NAME: Steven A. Gage			DATE: April 19th, 2022			
ADDRESS	<sup>5:</sup> 128 Bluebonnet Dr. Sanger TX	. 76266	-			
			JSINESS PHONE:			
CELL PHO	ONE:	EMAIL:				
OCCUPA <sup>-</sup>	TION (IF RETIRED, DESCRIBE FORMER OCCUP	PATION OR P	PROFESSION):			
Retired	. Formally VP of sales					
		7				
PRIOR SE	ERVICE ON A CITY BOARD/COMMISSION?	YES	NO			
	LEASE DESCRIBE:					
NO						
DESCRIB	E WHY YOU ARE INTERESTED IN SERVING ON	THE BOARD	D(S) AND/OR COMMISSION YOU SELECTED:			
	o our city grow, and continue to be gre	at. I am ha	appy to be an intergal part of our			
commu	unity					
PLEASE N	NUMBER EACH BOARD/COMMISSION YOU ARE	INTERESTE	D IN SERVING ON WITH "1" FOR FIRST PREFERENCE,			
"2" FOR			ARD/COMMISSION YOU WOULD NOT LIKE TO BE			
2	PLANNING AND ZONING AND COMMISSION BOARD OF ADJUSTMENT	4	4A BOARD – INDUSTRIAL DEVELOPMENT BOARD			
1	PARKS AND RECREATION / KEEP SANGER BEAUTIFUL BOARD	5	4B BOARD – DEVELOPMENT CORPORATION			
3	LIBRARY BOARD	6	OTHER			
	TRAINING, SKILLS, PROFESSIONAL KNOWLED IN CONSIDERING YOUR APPLICATION FOR TH		ER QUALIFICATIONS THAT MAY BE RELEVANT OR			
I was F	President of our HOA for 4 years. I was	President	t of the Fossil Ridge High School drill team.			
	xtensive experience in working with pe able and ready to serve	ople in all	l areas. I am a dedicated team player. I am			
dependable and ready to serve						
ARE VOLL	OR A MEMBER OF YOUR FAMILY INVOLVED I	N ANV RUSIN	NESS TRANSACTION WITH THE CITY OF SANGER?			
NO	, OKA MEMBER OF TOOK TANKET HAVELAED	TOTAL BOOK	VEGO TIVING/LOTION WITH THE SITE OF SANGEN			
ADEVOL	A CHALIFIED VOTEDO VEO	7				
	A QUALIFIED VOTER? YES V NO		<u></u>			
DO YOU (	JNDERSTAND THAT ATTENDANCE AND ACTIV	E SUPPORT	IS REQUIRED, IF APPOINTED? YES NO			
SIGNATU	Steven A. Gage RE:	DATE:	April 19th, 2022			
RETUR	N COMPLETED APPLICATION TO CITY SECRET	TARY AT CIT	Y HALL OR EMAIL - citysecretary@sangertexas.org			

2021 - 2022												
ALL AMERICAN DOGS												
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP
INCOMING												
IMPOUNDED: DOGS	0	8	6	6	3	9	5	9	12			
IMPOUNDED: CATS	2	7	3	1	5	4	10	7	22			
TOTALS PER MONTH	2	15	9	7	8	13	15	16	34	0	0	0
YTD TOTAL (260)(REMAINING)	258	243	234	227	219	206	191	175	141	141	141	141
******												
EMERGENCY CALL OUT: DOG			3			1						
EMERGENCY CALL OUT: CAT												
TOTAL CALL OUTS PER MONTH	0	0	3	0	0	1	0	0	0	0	0	0
******												
SURRENDER: DOG		3	12	0	1	1	1		9			
SURRENDER: CAT												
SURRENDER TOTAL FOR MONTH	0	3	12	0	1	1	1	0	9	0	0	0
******												
OUTGOING												
ADOPTION: DOG		1	3									
ADOPTION :CAT				1	2	2			2			
RESCUE PICK UP: DOG												
RESCUE PICK UP: CAT												
OWNER PICK UP: DOG			2	2	1	1	1	4	2			
OWNER PICK UP: CAT							1					
RELEASE TO BARN: CAT	1		2		3	2	2	8	16			
DIED: DOG												
DIED: CAT												
EUTHANIZED: DOG												
EUTHANIZED: CAT	1	4	3			1	2	2	6			
TOTAL OUTGOING	2	5	10	3	6	6	0	14	26	0	0	0
******												



Chris Felan Vice President Rates & Regulatory Affairs

June 29, 2022

City Official

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

Enclosed is Atmos Energy Corp., Mid-Tex Division's Statement of Rider GCR applicable for the July 2022 billing periods. This Statement details the gas cost component of the residential, commercial, and industrial sales rates for customers within your city. This filing is for informative purposes only and no action is required on your city's part.

Should you have any questions, please let me know.

Sincerely,

Chris Felan

Vice President, Rates and Regulatory Affairs

Atmos Energy, Mid-Tex Division

Attachment

ATMOS ENERGY CORPORATION MID-TEX DIVISION STATEMENT OF RIDER GCR

July, 2022 PREPARED IN ACCORDANCE WITH GAS UTILITIES DOCKET NO. 10170

Part (a) - Mid-Tex Commodity Costs

<sup>&</sup>lt;sup>1</sup> Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1024 is used to convert from Ccf.



June 27, 2022

To The Honorable Mayor and City Council

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

Dear Mayor and City Council,

Please find enclosed updated copies of the company's residential and commercial tariffs. These tariffs include a conservation and energy efficiency component. This tariff is effective July 1, 2022 and provides opportunities for your citizens to participate in various energy efficiency programs and appliance rebates. This filing is for informational purposes only and no action is required on your part.

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

Sincerely,

Chris Felan

Vice President, Rates & Regulatory Affairs

Atmos Energy, Mid-Tex Division

Enclosures: Residential tariffs Commercial tariffs

RATE SCHEDULE: R – RESIDENTIAL SALES			
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION IN THE ATMOS TEXAS MUNICIPALITIES COALITION ("ATM")		
EFFECTIVE DATE:	Bills Rendered on or after 07/01/2022		

#### Application

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

#### Type of Service

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

#### Monthly Rate

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

Charge	Amount		
Customer Charge per Bill	\$ 18.85 per month		
Rider CEE Surcharge	\$ 0.05 per month <sup>1</sup>		
Interim Rate Adjustment ("IRA")	\$ 17.24 per month <sup>2</sup>		
Total Customer Charge	\$ 36.14 per month		
Commodity Charge – All <u>Ccf</u>	\$0.14846 per Ccf		

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

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

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

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

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

#### Agreement

An Agreement for Gas Service may be required.

#### **Notice**

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

<sup>&</sup>lt;sup>1</sup>Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022. <sup>2</sup>2018 IRA - \$2.84, 2019 IRA - \$4.71, 2020 IRA - \$4.54, 2021 IRA - \$5.15.

RATE SCHEDULE:	R – RESIDENTIAL SALES			
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION IN THE ATMOS TEXAS MUNICIPALITIES COALITION ("ATM")			
EFFECTIVE DATE:	Bills Rendered on or after 07/01/2022			

#### Exhibit A

Cities in the Atmos Texas Municipalities Coalition:

**AUSTIN** 

STAR HARBOR

**BALCH SPRINGS** 

TRINIDAD WHITNEY

BANDERA

BELTON

BLOOMING GROVE

BURNET

CAMERON

CEDAR PARK

CLIFTON

COMMERCE

**COPPERAS COVE** 

**CORSICANA** 

**ELECTRA** 

**FREDERICKSBURG** 

**GATESVILLE** 

**GOLDTHWAITE** 

**GRANBURY** 

**GREENVILLE** 

**GROESBECK** 

**HAMILTON** 

**HEATH** 

**HENRIETTA** 

HICKORY CREEK

HICO

HILLSBORO

**LAMPASAS** 

LEANDER

LONGVIEW

MARBLE FALLS

MART

**MEXIA** 

**OLNEY** 

PFLUGERVILLE

**POINT** 

**PRINCETON** 

**RANGER** 

RICE

**RIESEL** 

**ROCKDALE** 

**ROGERS** 

**ROUND ROCK** 

SAN ANGELO

SANGER

SOMERVILLE

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RATE SCHEDULE:	C - COMMERCIAL SALES			
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION IN THE ATMOS TEXAS MUNICIPALITIES COALITION ("ATM")			
EFFECTIVE DATE:	Bills Rendered on or after 07/01/2022			

#### Application

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

#### Type of Service

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

#### Monthly Rate

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

Charge	Amount		
Customer Charge per Bill	\$ 43.50 per month		
Rider CEE Surcharge	\$ (0.01) per month <sup>1</sup>		
Interim Rate Adjustment ("IRA")	\$ 54.23 per month <sup>2</sup>		
Total Customer Charge	\$ 97.72 per month		
Commodity Charge – All Ccf	\$ 0.09165 per Ccf		

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

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

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

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

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

#### Agreement

An Agreement for Gas Service may be required.

#### Notice

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

<sup>2</sup> 2018 IRA - \$8.74, 2019 IRA - \$14.54, 2020 IRA - \$14.48, 2021 IRA - \$16.47.

<sup>&</sup>lt;sup>1</sup> Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2022.

RATE SCHEDULE:	C - COMMERCIAL SALES		
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION IN THE ATMOS TEXAS MUNICIPALITIES COALITION ("ATM")		
EFFECTIVE DATE:	Bills Rendered on or after 07/01/2022		

#### Exhibit A

Cities in the Atmos Texas Municipalities Coalition:

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