

CITY COUNCIL

MEETING AGENDA

OCTOBER 16, 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

DISCUSSION ITEMS

- [1.](#) Presentation and discussion on an updated Purchasing Policy.
- [2.](#) Discussion on possibly allowing consumption and/or possession of alcoholic beverages on city-owned property during special events.
- [3.](#) Presentation and discussion on solid waste and recycling services.

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.

- [4.](#) Development Services Project Update 2022-2023

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.

- [5.](#) Consideration and possible action on the minutes from the October 2, 2023, meeting.
- [6.](#) Consideration and possible action to sign Local Agreement Respecting Forfeited Contraband Under Chapter 59 and Article 18.18, Texas Code, between the Chief of Police of Sanger Texas and the District Attorney's office of Denton County.
- [7.](#) Consideration and possible action on the Denton Municipal Electric (DME) Mutual Aid agreement and authorizing the City Manager to execute said agreement and all necessary documents.
- [8.](#) Consideration and possible action on Interlocal Cooperation Agreement between Denton County and the City of Sanger Police and Fire Departments for the use of Denton County Radio Communications System.
- [9.](#) Consideration and possible action on authorizing staff to issue an RFQ for Conceptual Renderings for Porter Sports Park Phase 2.
- [10.](#) Consideration and possible action on Resolution No. 2023-15 adopting a Purchasing Policy.
- [11.](#) Consideration and Possible Action on Ordinance 10-29-23 delegating purchasing authority to the City Manager in accordance with the City Charter and the City's Purchasing and Procedures Manual.

PUBLIC HEARING ITEMS

- [12.](#) Conduct a public hearing on a request for a variance from Chapter 3 Building Regulations – Article 3.1407.b.2.A, to allow a variance from the maximum 150 square feet of sign per and allow for a maximum of 225 square feet per side. The proposed sign will be located at 1405 N Stemmons.

ACTION ITEMS

- [13.](#) Consideration and possible action on a request for a variance from Chapter 3 Building Regulations – Article 3.1407.b.2.A, to allow a variance from the maximum 150 square feet of sign per and allow for a maximum of 225 square feet per side. The proposed sign will be located at 1405 N Stemmons.

- [14.](#) Consideration and possible action on a Preliminary Plat of lots 1-12 Block A, Lots 1-7 Block B, Block C, and open space lot 5x, 8x, 13x of Lakeside Estates Addition, being 68.028 acres, located in the City of Sanger's ETJ, and generally located on the north side of McReynolds Road approximately 120 feet north east of the intersection of McReynolds Road and FM 455.
- [15.](#) Consideration and possible action to select Republic Services for solid waste and recycling services and authorizing the City Manager to negotiate a possible contract with Republic Services.

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.

INFORMATIONAL ITEMS

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

- [16.](#) Atmos Energy Rider GCR Rate Filing under Docket No. 10170 09-26-2023

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 October 11, 2023, at 3:00 PM.

/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: October 16, 2023

FROM: Alina Ciocan, Assistant City Manager

AGENDA ITEM: Presentation and discussion on an updated Purchasing Policy.

SUMMARY:

- In FY 22-23, City Administration implemented a new internal program designed to analyze the various functions of the organization with the goal of optimizing operations and providing better services to our residents.
- As part of this effort, Purchasing was the first function to be reviewed.
- Through this review process, updating the City's Purchasing Policy & Procedure Manual has been identified as a necessary step in establishing an even more robust Purchasing program.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

- Purchasing Policy & Procedure Manual



Exhibit A

CITY OF SANGER

Purchasing Policy & Procedures Manual

City Council Adoption:

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Section 1: POLICY

1.1 PURPOSE & POLICY

It is the policy of the City to conduct procurement functions efficiently, effectively, and in full compliance with all federal and state laws, the City Charter, and City policies and procedures.

The purpose of the Purchasing Policy is to provide guidance to all employees regarding procurement-related activities. Purchasing is a function of all departments. Department Directors, Assistant Directors, and Managers are responsible for ensuring that departmental purchases are in compliance with the City's Purchasing Policy and approved budget.

Purchasing procedures are subject to the following:

- All purchasing shall adhere to sound purchasing policies to ensure that Sanger taxpayers receive the best value for city purchases.
- All purchasing shall be made in accordance with the laws of the State of Texas, including Chapters 252 and 271 of the local government code, City Charter, and City administration policy and procedures.
- Purchasing activities will be managed with proper controls, and all requisitions will be processed in a timely manner to ensure sufficient practices.
- It is the policy of the City to obtain City Council approval on any expenditures of \$50,000 or greater in accordance with State Statutes.
- In accordance with the city charter, the city council shall have the right to reject any and all bids.

1.2 AUTHORITY

The City Council's authority to contract for all goods and services is delegated to the City Manager as outlined in this policy and to those employees to whom the City Manager delegates that responsibility.

The Chief Financial Officer interprets this policy. Any questions regarding the Chief Financial Officer's interpretation and/or application of the policy may be taken to the City Manager for review and consideration. The City Manager shall resolve any question about any interpretation and/or application of the policy when there is a conflict.

Policy administration rests with the City management, and City management reserves sole authority to administer City operations.

Amendments and/or updates to the City of Sanger Purchasing and Procedures Manual must be approved by resolution of the City Council. The City Manager, as authorized by the City Council, may amend, revise, and make certain changes to the Purchasing and Procedures Manual as deemed necessary in the event said changes do not have the effect of revising the original force and intent of the policy and procedures set forth and adopted by City Council.

1.3 ENFORCEMENT

It shall be the authority of the City Manager and Finance Director to enforce all procurement procedures.

A violation is defined as an employee's action or omission that indicates a disregard for purchasing laws, policies, or procedures. A violation also may be noted if the employee's action was unintentional but violates federal law, state law, city charter, policies, or procedures.

Personnel who attempt to contract in the name of the City, or make authorized or unauthorized purchases outside the scope of this policy, may be subject to disciplinary action up to and including termination, legal action, and personal financial liability.

If an officer or employee fails to comply with the competitive bidding or competitive proposal procedures required by law, that person may be charged with a Class B misdemeanor. This includes a situation where the officer or employee knowingly or intentionally authorizes separate, sequential, or component purchases to avoid competitive bidding requirements.

Texas Local Government Code §§ 252.062, 252.063, and 271.029 provide criminal penalties for officers and employees who knowingly violate state purchasing statutes.

1.4 LEGISLATIVE UPDATES

Any amendments to State or Federal law will automatically take effect on the date as stated in the legislation.

1.5 ADDITIONAL RESOURCES

For additional information, the following are listed for reference:

- Texas Local Government Code, Chapter 252
<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.252.html>
- Texas Local Government Code, Chapter 271
<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.271.html>
- TML – Municipal Procurement Made Easy
<https://www.tml.org/351/Purchasing>

Section 2: PURCHASING ETHICS

It is the policy of the City of Sanger that the following ethical principles govern the conduct of all employees involved, directly or indirectly, in the City's procurement process.

2.1 DEFINITIONS

Vendor is defined as a person or business that enters or seeks to enter into a contract with the City.

Family Member means a person related to another person within the third degree of consanguinity.

Family Relationship is a relationship between a person and another person within the second degree of affinity.

Gift means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest.

2.2 PURCHASING CODE OF ETHICS

A special responsibility is imposed on all City of Sanger employees entrusted with allocating City funds. Employees are held to the highest degree of integrity in government procurement to secure the best financial results and comply with the procurement process.

Employees involved in purchasing and purchasing-related functions must remain independent, free of obligation or suspicion, and entirely fair and impartial. Credibility and public confidence are vital throughout the purchasing process. Every person employed by the City of Sanger and performing public purchasing and purchasing-related functions shall abide by this code of ethics.

- Refrain from holding business meetings with suppliers outside the office. If such a meeting is necessary, carefully choose the location so there will be no perception by others in the business community or your peers of impropriety.
- Adhere to lawful instructions, using reasonable care, and only granted authority. Strive
- to continually increase competition in supplier selection and endeavor to prevent any collusive activities among suppliers. Avoid soliciting or accepting money, loans, credits, and acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence or appear to influence supply management decisions.
- Handle confidential or proprietary information with due care and proper consideration. Receive consent from the originator of confidential information or proprietary ideas and designs before using them for competitive purchasing purposes.
- Treat supplies equitably, without preference or discrimination, and without imposing
- unnecessary constraints on the competitive market.
- Avoid the intent and appearance of unethical or compromising practices in relationships, actions, and communications with vendors.

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- Refrain from conducting any private business or professional activity that would result in a conflict of interest between the employee and employer.
 - Prohibit business relationships with persons with whom you are family member or with whom you have a family relationship.

2.3 NO EMPLOYEE INTEREST IN EXISTING CONTRACT

Employees may not have any financial or other interest, in any proposed or existing contract, purchase (materials & supplies), work, sale, or service to, for, with, or by the City.

- A. Use of City employment, authority, or influence for personal betterment, financial or otherwise, is prohibited.

2.4 CONFLICT OF INTEREST

City employees and officials must become familiar with the requirements in Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers; and Texas Local Government Code Chapter 171, Regulation of Conflicts of Interest of Officers of Municipalities; and the penalties provided therein.

If a conflict exists, the employee shall notify the Chief Financial Officer in writing and remove himself or herself from the City purchasing process.

2.5 GRATUITIES (GIFTS AND ENTERTAINMENT)

Employees shall not solicit or accept money, loans, gifts, favors or anything of value from current or potential vendors/contractors that might influence or appear to influence a purchasing decision or the City procurement process. If anyone is in doubt about whether a specific transaction complies with the policy, the person should disclose the transaction to the Chief Financial Officer for a determination of compliance.

- A. The purpose of the policy governing gifts to public employees is to regulate attempts to influence employees to use their authority or discretion to the advantage of the person making the gift and prevent criminal conduct per City policy.
- B. No officer or employee of the City shall accept, directly or indirectly any gifts, privileges or employment from any corporation, business or entity enjoying business from the City. The City recognizes that food items may be received from citizens and vendors as a 'thank you' for service during holiday time and on other occasions. Such offerings, including gift donations, are permissible and should be made for the enjoyment of everyone as available in that particular department, division, or worksite.

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- C. Items that are not consumable on the premises shall be returned, donated to a City program or community organization, or used as a door prize at a City event.
 - D. This policy is not intended to prohibit the employee or department from accepting discounted values when carrying out departmental (non-personal) business or accepting courtesy generally extended to business or governmental organizations within reason.
 - E. Employees can attend events, meals, and sponsored events from citizens and vendors at the discretion of the employee's supervisor.
 - F. The City, as a whole, may accept consumable products as stated in item C above if the items are provided by a vendor that is not currently under evaluation through a procurement process.
 - G. Questions regarding the acceptance of gifts should be channeled through the Chief Financial Officer.

2.6 SUPPLIER/VENDOR RELATIONS

Employees of the City must:

- A. Promote positive vendor relations through courtesy and impartiality in all phases of the procurement process;
- B. Handle confidential or proprietary information belonging to the City, fellow employees, or vendors with care and proper consideration of ethical and legal ramifications and governmental regulations;
- C. Never use information gained confidentially in the performance of duties for profit;
- D. Exhibit a friendly, cooperative, and yet objective relationship with all suppliers; this will help avoid the appearance of partiality in business dealings; and
- E. Actively strive to comply with City policies and federal and state laws regarding purchases from small businesses and those owned by minorities and other disadvantaged groups.

City employees must discharge their duties impartially to ensure suppliers have fair and competitive access to government procurement. City employees must conduct themselves in such a manner as to foster public confidence in the integrity of the City of Sanger procurement opportunities. Each employee must report any potential violations to the proper authorities.

Section 3: PURCHASING PROCEDURES

3.1 DEPARTMENT RESPONSIBILITIES

It is the responsibility of the Department Director and/or Authorized Designee to ensure the following:

- A. The appropriate budget has been identified and is available;
- B. The appropriate method of purchase has been identified. For any purchases expected to exceed \$50,000, the Finance Department should be consulted on ensuring the appropriate method of purchase is selected;
- C. City management and/or City Council approves of the purchase;
- D. City policy is being followed;
- E. State and Federal laws are being enforced;
- F. Documentation for the purchase is attached to the PO as requested
- G. Invoices are submitted within five (5) days of receipt to adhere to the provisions of the Prompt Payment Act as defined in section 9.

3.2 PURCHASING THRESHOLDS

Purchasing thresholds are established to ensure fair competition among available, responsible vendors. To effectively expedite and control purchases of goods and services that are subject to Local Government Code, Chapter 252, the City of Sanger has adopted the following purchasing thresholds. Employees should be aware that Chapter 252 of the Texas Local Government Code prohibits the use of “separate, sequential, or component purchases” to avoid competitive bidding requirements:

Component Purchase is a purchase of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

Separate Purchases are purchases made separately of items that in normal purchasing practices would be purchased in one purchase

Sequential Purchases are purchases made over a period of items that in normal purchasing practices would be purchased in one purchase.

At no time, shall purchases be broken down into smaller quantities or specialized activities so as to avoid the requirements stated below. This practice is against State law and City policy.

PURCHASES \$2,999.99 OR LESS

- A. An approved department representative may source these items directly.
- B. Multiple quotes are recommended, but not required for this threshold.
- C. Purchases must be made with the purchasing card, under an authorized vendor charge account, or by obtaining a purchase order prior to placing the order. The following documentation is required:

- Quote or proposal
- Contract executed by City Manager, if applicable. Insurance is required if the supplier is performing work on City property.
- Insurance certificate, if applicable.

PURCHASES \$3,000 TO \$49,999.99

- A. Requires three written quotes.
- B. Requires a documented attempt to contact two Historically Underutilized Businesses (HUBs) from HUB vendors within Denton County.
- C. A purchase must be made by obtaining a purchase order prior to placing the order. The following documentation is required:
 1. All quotes/proposals obtained for this purchase (minimum of three)
 2. HUB vendor information, if applicable. Indicate which HUB vendors were contacted. If no HUB vendors were identified, please indicate so.
 3. Contract executed by the City Manager, if applicable.
 4. Insurance certificate, if applicable. Insurance is required if the supplier is performing work on City property.

PURCHASES \$50,000+

Purchases in amounts of \$50,000 or greater are generally subject to requirements of the competitive bid process unless specifically exempted by State Law.

Exceptions to the \$50,000 Bid Threshold:

- E. Professional Services
- F. Emergency Purchases
- G. Disaster Purchases
- H. Sole Source Purchases
- I. Cooperative Purchases
- J. Other Exemptions as outlined in the Texas Local Government Code Chapter 252

APPROVAL AUTHORITY

AMOUNT	Approval Requirements				
	Level 1	Level 2	Level 3	Level 4	Review & Issuance
\$2,999.99 or less	Authorized Staff	Director			Finance
\$3,000 - \$24,999.99	Authorized Staff	Director			Finance
\$25,000 - \$49,999.99	Authorized Staff	Director	City Manager		Finance
\$50,000 +	Authorized Staff	Director	City Manager	City Council	Finance

3.3 EMERGENCY PURCHASES

Texas statutes generally allow the local government to make “emergency or exempted purchases” without competitive bidding as per Texas Local Government Code 255.022 “General Exemptions”. A political subdivision is generally exempted from competitive bidding or contacting Historically Underutilized Businesses (HUB) if one of the following occurs:

Public Calamity – In the case of a public calamity, the prompt purchase of items is required to provide for the needs of the public or to preserve the property of the political subdivision.

Preservation or Protection – The item is necessary to preserve or protect the health or safety of residents of the political subdivision.

Unforeseen Damage – The item is made necessary by unforeseen damage to public property. True emergencies almost always occur as a result of parts and labor needed for unforeseen repairs to equipment that must be kept operational. When an emergency occurs, the need for quotes will be eliminated; however, a written explanation must be indicated on the Statement of Compliance for Irregular Purchases

- A. If the product or service is over \$3,000 and under \$50,000, obtain the City Manager’s authorization. Once authorization has been received, submit a requisition to obtain a purchase order, then call the vendor to initiate repair services or order the needed materials. The Purchase Order should be prepared and approved by both the Department Director and the City Manager. Immediately, or as soon as feasible, submit a copy of the invoice to Purchasing.
- B. In the event the emergency expenditure exceeds \$50,000, follow the same procedures outlined in item A above, and prepare an agenda item and/or resolution for City Council approval to declare it an emergency and ratify payment for the products or services purchased.

- C. In extreme cases involving a disaster, an emergency declaration will be made. All purchases must be documented through proper state and federal forms and authorized by the Emergency Operations Center designated employee(s).
- D. An emergency created through neglect will not be processed as an emergency.

Typical examples of such neglect are:

- A. Depletion of stock due to lack of planning.
- B. Building or equipment needing repairs for some time suddenly becomes listed as an emergency overnight within a short period with no substantial reason or facts.
- C. Orders of materials for projects, most of which must be planned weeks or months ahead of time and requested just before desired use.

3.4 DISASTER PROCUREMENT

3.4.1 PURPOSE

This policy modifies the City of Sanger's normal procurement practices to assure that, in both emergency and exigent circumstances caused by a proclaimed disaster or emergency, the City of Sanger is able to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improve public and private property through cost-effective measures while still maintaining an effective purchasing process and complying with applicable local and state purchasing laws. Where the City is included in a major disaster or emergency declared by the President of the United States, this policy also assures that City purchases comply with Federal regulations applicable to FEMA disaster grant reimbursement as defined in Title 2 of the Code of Federal Regulations, Part 200. (2CFR Part 200)

3.4.2 DEFINITIONS

For the purposes of this policy, a proclaimed disaster or emergency exists if:

- A. The Governor has declared a state of emergency for an area that includes the geographic territory of the City of Sanger, or
- B. The Mayor of the City of Sanger has declared an emergency in the City.

Exigent circumstances are situations in which:

- C. A disaster or emergency has been proclaimed, and
- D. The public exigency for goods and services required to address an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures will not permit competitive solicitation.

Emergency Operations Center (EOC) is the centralized location of emergency response and recovery support operations during incidents.

Emergency Management Coordinator (EMC) is the employee delegated by the Mayor.

3.4.3 DELEGATIONS OF PURCHASING AUTHORITY IN EXIGENT CIRCUMSTANCES

- A. Delegation - If the City Manager determines that goods and services must be procured before the City Council is able to assemble and approve purchases, the City Manager has the authority, subject to the limitation set forth in subparagraphs 3.4.3 B and 3.4.3 C, to approve the immediate rental or purchase of any equipment, supplies, services or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.
- B. Limits of Single Purchase Authority - The City Manager or designee shall have the authority to make individual purchases up to \$10,000 on his or her signature alone. The City Manager shall have the authority to make purchases above \$10,000 up to a maximum of \$250,000 when countersigned by the Mayor or in the Mayor's absence countersigned by the Mayor Pro-tem, and in his or her absence, another council member.
- C. Limits of Aggregate Purchase Authority - The City Manager or designee shall have the authority to make aggregate purchases up to \$10,000 on their signature alone. The City Manager shall have the authority to make purchases in excess of \$10,000 up to a maximum of \$250,000 when countersigned by the Mayor or in the Mayor's absence countersigned by the Mayor Pro-tem, and in his or her absence, another council member.

3.4.4 DELEGATION OF AUTHORITY

Sub-Delegation: At any time that the City Manager is not available, his or her designee shall approve purchases as allowed in this section.

Sub-Delegation of Purchasing Authority: If neither the City Manager nor his or her designee is available, the following department heads have the authority to rent or purchase from the nearest available source any equipment, supplies, services, or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures, up to a maximum of \$10,000.

Department Heads include:

- Assistant City Manager
- Chief Financial Officer
- Police Chief
- Fire Chief

- Assistant Fire Chief
- Public Works Director

Administrative Procedures:

- A. As soon as possible, after purchases are made under this section, the City Manager, his or her designee, or department head shall submit to the Finance Director a requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.
- B. The Chief Financial Officer will inform the City Manager and City Council of any individual purchase under this section with a contract amount greater than \$10,000 and also whenever the aggregate of purchases under this section is greater than \$250,000.
- C. Finance staff will obtain the City Manager's or the City Manager's designee approval prior to any purchase by a department head if the amount is \$10,000 or more.
- D. If the City Manager or his or her designee is unavailable, and the delay in getting his/her signature would imperil life, safety, or improved property, the department heads as listed in 3.4.4 above may approve the emergency purchase of \$10,000.
- E. The Chief Financial Officer shall have the authority to approve all disaster-related purchases under \$250,000.
- F. The Chief Financial Officer will expedite the verification of funds available and complete the preparation of the purchase order.

3.4.5 PROCUREMENT PROCEDURES IN EXIGENT CIRCUMSTANCES

Upon receipt of requisitions under Section 3.4, the Chief Financial Officer shall prepare purchase orders for the emergency equipment, supplies, services, or other items in accordance with the requirements of this section.

- A. Exempt Purchases are those less than \$250,000 and do not require a formal bid.
- B. Purchases greater than \$250,000 may be made following the procedures specified in this section. The signature(s) of the City Manager, Chief Financial Officer, and/or Department Head are required.

Justification of Sole Source or No-bid Contracts, where exigent circumstances require immediate Procurement from the nearest available source,

- A. The Chief Financial Officer shall use the "Justification Form for Emergency Sole Source or No-Bid Purchase."
- B. Procurement should be limited to that portion of the work that must be performed

immediately, allowing subsequent Procurement by competitive proposals of the remainder of the work.

- C. “Sole source” or “no-bid” acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures, procurement of a scarce commodity, goods, or services or purchase or rental of emergency equipment, emergency consulting services, emergency road clearance or other emergency requirements.

Provision for Alternate Bid Solicitation Procedures: : The City’s normal requirements for sealed bids shall not apply to acquisitions under this section. However, the Department Head shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers in lieu of written and/or sealed bids in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.

Locations of Postings for Request for Proposals or Invitation to Bids: The Chief Financial Officer may waive standard requirements for public posting of requests for proposals or solicitation of bids. Notices soliciting bids or requests for proposals shall be posted at the City’s designated Emergency Operations Center.

Length of Time for Posting Requests: The Chief Financial Officer may shorten the normal bid period from fourteen days to expedite the award of contracts for emergency equipment, goods, or services. The Procurement Officer should seek to ensure that the shortened bid period allows multiple suppliers to submit bids.

Number of Bids Required: Solicited bids that are non-responsive shall count towards the minimum number of bids required when there is a declared emergency or disaster in the Jurisdiction. All such no-bids must be documented as to the time, date, and person/company contacted, with a reason for no-bid, if possible.

3.4.6 Notification and Ratification

Posting of Contracts and Awards – Under this section, all contracts awarded that exceed \$50,000 shall be presented to City Council for ratification and publicly posted within sixty (60) days.

Authority to Cancel Emergency Procurements: The City has the absolute authority to rescind a contract for non-performance within 24 hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or non-performance presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

1. Notification Requirement for Emergency Purchases: For any purchase in excess of \$50,000, the Chief Financial Officer shall report all such purchases to City Council within thirty (30) days of the onset of the disaster.
2. Requirement for Separate Invoicing: All purchases or rentals made during proclaimed emergency or disaster conditions shall require separate invoicing from routine (non-disaster related) purchases. All invoices shall state the goods, services, or equipment

provided and shall specify where the goods or services were delivered. All invoices shall specify the locations where the goods or services were used if at all possible.

3. **Auditing of Invoices for Debris Clearance Prior to Payment:** All invoices for debris clearance and removal shall be audited by the City prior to payment to the vendor. Vendors shall be notified of this requirement before the award of any contract for debris clearance and/or removal. Audits shall be in accordance with procedures for debris removal monitoring specified in FEMA's Publication 325, Debris Management Guide.
4. **Limitations of Disaster Purchasing Policy:** For the purposes of this section, an emergency or disaster shall be deemed to exist when a condition exists that presents an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures and a local emergency or disaster has been proclaimed. Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures shall follow the City's regular purchasing provisions.
5. **Notwithstanding the terms of this policy,** nothing contained herein shall conflict with Federal procurement regulations as currently defined in 2 CFR Part 200.

3.5 Sole Source Purchases

Quotes are not required if the materials, goods, or supplies can only be purchased from a sole vendor, in other words, a sole source. Reasonable efforts must be made to ensure purchases from sole sources are correctly classified as such. Materials, goods, and/or supplies cannot be requested so as to remove other suitable alternative vendors/sources. The department must attach justification to validate the sole source procurement meets one of the requirements listed below.

- The good/service is one-of-a-kind or patented, copyrighted, secret process or unique item;
- The product is only available from a regulated or natural monopoly; or
- The product is a component of an existing system that is only available from one supplier.
- Sole source purchases are approved only after the lack of alternate sources has been determined and proof of sole source is documented. The written justification should include one or more of the following:
 - Statement on company letterhead from vendor attesting to the fact that the item(s) being requested are only available from that vendor.
 - A statement from the Department Director or authorized designee providing information concerning previous attempts to obtain competitive bids on the item(s) requested including the name of the company and person contacted, in an effort to find other sources.

- If the purchase is \$50,000 or greater, it must be found to be a sole source by the City Council before the purchase or contract is executed.

3.6 Cooperative Purchases

Texas Government Code, Chapter 791, and Texas Local Government Code, Chapter 271, authorize the use of cooperative purchasing programs. These chapters authorize the City to use another entity's bid and likewise allow another entity to use the City's contracts. Additionally, the statutes allow the City to use a cooperative contract issued by an established cooperative agency.

The following must be included and established to utilize a cooperative contract.

- A. The bid specifications/contract must have cooperative language.
- B. The awarded vendor must have agreed to the terms.
- C. An Inter-local agreement must be in place between the City and the issuing entity.

The City has established memberships and entered into inter-local agreements which promote participation in cooperative purchasing programs. Purchasing Inter-local Agreements will not be executed to merely avoid the competitive process. The Finance Department shall manage and oversee all Purchasing Inter-local Agreements. Departments should contact the Finance Department for assistance with cooperative purchases and any reporting requirements.

3.7 Procurement of Professional Services

Professional services generally refer to those services performed by an individual.

Cities are prohibited by law from awarding a contract by competitive bidding for some professional services, including architects, interior designers, engineers, or certified public accountants. The Professional Services Procurement Act established a set of procedures that must be followed to contract for these services.

The selection of these providers shall be based on demonstrated competence, experience, and qualifications of the firm. If a department is not sure if a service is a "professional service," the department should contact the Finance Department before securing such services.

3.8 Public Works/Construction Procurement

Public Works projects are those projects that require the construction, repair, or renovation of a structure, building, street, highway, bridge, park, water and wastewater distribution facility, airport runway or taxiway, drainage project, or other improvements or additions to real property.

- A. Bid Type: Several processes are defined in the Texas Government Code Chapter 2269. The Department Head shall consult with the Chief Financial Officer to determine which method will provide the best value for the City.

- B. **Prevailing Wage Rates:** Texas Government Code Chapter 2258 mandates that any Public Works contract awarded by the City include the requirement to pay prevailing wage. The statute requires the payment of a prevailing wage rate for laborers and mechanics and applies to both contractors and subcontractors. Wages for workers on construction projects shall not be paid less than the schedule of general prevailing rates of per diem wages as mandated. The prevailing wage rate or a link with the wage rates with the date shall be included in public works projects. Rates may be accessed at: <http://www.wdol.gov/dba.aspx>.
- C. **Bonding Requirements:** Bonds shall be executed in accordance with the Texas Government Code Chapter 2253.
- The bond must be executed by a corporate surety in accordance with the policies of the City.
 - The corporate surety must be licensed by the State of Texas to issue surety bonds and appear on the U.S. Treasury List of acceptable forms.
 - A Power of Attorney must be included.
 - Bonding shall be verified prior to the start of any project.
- D. **Insurance and Indemnification Requirements:**
- The minimum insurance required will be specified by the City of Sanger.
 - For construction projects, all contractors and sub-contractors, including those delivering equipment or materials or performing a service shall provide workers' compensation for all employees. General contractors are responsible for ensuring that sub-contractors carry the same or higher insurance as those required.
 - All contractors shall provide proof of coverage satisfactory to the City. Contractors shall post required signs at the job site(s) informing all workers of their right to workers' compensation coverage. Texas Labor Code §406.096.

3.9 Change Orders

A change order is the written documentation and approval process that must be performed when changes in the scope of a project are proposed after the performance of a contract has begun. Such changes may include a significant change in the quantity of work to be performed, the cost of work to be performed, or the materials, equipment, or supplies to be furnished. A change order is usually written for a construction contract but may be necessary for other types of contracts. Refer to Texas Local Government Code Chapters 252 and 271.

Threshold for Change Orders

A "threshold" is defined as a financial limit on the amount of expenditures that can be authorized by the City Manager on a construction project before requiring City Council approval. See Texas Local

Government Code Chapters 252 and 271.

- Change Orders Greater than \$50,000 – If the change order is greater than \$50,000 it must be approved by the City Council.
- Change Orders Less than \$50,000 – If the change order is less than \$50,000 it may be approved by the City Manager.
- A change order or cumulative total of project change orders may not exceed 25% of the original contract amount.
- Once the total of all approved change orders on a project (including the contingency amount) totals more than \$50,000, all subsequent change orders must be approved by the City Council.
- The original contract price may not be decreased by more than 25% without the consent of the contractor.
- Change orders shall be listed in number sequence on the Purchase Order.

Approval for Change Orders

If a change order is greater than \$50,000 and is extremely time sensitive and qualifies as an emergency, the City Manager may approve such a change order prior to City Council approval; however, such change order still must be brought to the City Council as soon as possible for approval. Emergency conditions are defined in this policy.

Contingency Funds

The City Council may establish a contingency fund for a construction project at the time of the award of a bid to be used during the course of a project. A contingency fund may be established at any dollar amount above the bid award provided that is reasonable and prudent. (10% or less as determined by staff/budget.)

3.10 Purchasing Card

The Purchasing Card (PCard) program is intended to streamline and simplify the purchasing and accounts payable functions for small purchases. The Purchasing Card is a tool that reduces transaction costs, facilitates the timely acquisition of materials and supplies, automates data flow for accounting purposes, and offers flexible controls to help ensure proper usage.

The Program is designed as an alternative to various processes, including petty cash and purchase orders for small purchases. The Program is not intended to avoid or bypass appropriate procurement of payment procedures. Instead, the Program complements the existing processes available. The Purchasing Card is a MasterCard credit card issued by Citibank. Some record-keeping is essential to successfully use the Purchasing Card.

This Cardholder Guide provides information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled for each cycle, and a variety of other Program information.

Employees commit city funds each time they use the Purchasing Card. This is a responsibility that should not be taken lightly. Employees are responsible for all charges made to the card issued to them. Intentional misuse or fraudulent abuse may result in disciplinary action up to and including dismissal.

The card will have no impact on the Cardholder's personal credit. Although the card lists an individual's name, the card is issued to the City of Sanger.

Definitions

For the purposes of the Purchasing Card Program and Cardholder Guide, the following words shall have the meaning designation as follows:

Cardholder refers to an employee who:

- Has been approved by the department director to receive a purchasing card.
- Has read the Cardholder Guide, signed the Purchasing Card Agreement, and has been issued a card in their name.
- Is authorized to purchase items for their work group in accordance with purchasing guidelines of the city and with this Cardholder Guide.

Department Coordinator (optional) is the person designated by a department director to administer the purchasing card accounts at the department level.

Program Administrator is the designated person assigned by the Finance Department who administers the program for all departments, responsible for setting up, overseeing, and maintaining the Purchasing Card Program.

Obtaining a card

Only full-time employees of the City of Sanger are eligible to receive a Purchasing Card. Employees will only be issued a Purchasing Card at the request of their department director to the Program Administrator. Requests are to be made using the Purchasing Card Request form.

Employees are required to read the Cardholder Guide, understand the procedures outlined, and sign and date the Cardholder Agreement before being issued a Purchasing Card.

Upon receipt of a Purchasing Card, the Cardholder must sign the back of the card(s) and always keep it in a secure place. The Cardholder is responsible for the security of the card(s) issued in their name

and the transactions made against the card(s).

Although each Purchasing Card is issued in the employee's (Cardholder's) name, it is the City of Sanger's property and is only used for city purchases as defined in this guide.

Purchasing Card Restrictions

- A. The Card is NOT to be used for personal purchases. Other restrictions include, but are not limited to:
 - Alcohol or liquor
 - Entertainment, such as theater, movies, golf, etc
 - Services such as contracts and agreements
 - Cash refunds or advances
 - Fuel purchases
- B. The Purchasing Card is NOT to be used for single purchases over \$3,000.00.
- C. Under no circumstances should a transaction be split into two separate receipts to bypass the single transaction dollar limit.
- D. Each card requires a monthly total limit, which will deny further transactions in that month.

Using the Card

Purchases with the necessary approval are initiated using the Purchasing Card. Cardholders must contact the supplier and agree to the price, quantity, and delivery date. When ordering, Cardholders should inform the supplier that the purchase is for City business, a tax-exempt entity, and should not be charged sales tax. If the purchase is via phone or mail, the Cardholder should ask the supplier to include the receipt with the goods when the product is shipped. This receipt is the only original documentation specifying whether or not sales tax has been paid against the purchase. The Cardholder is required to retain all receipts for purchases. An original, itemized receipt for every purchase must be obtained from the vendor when the card is used. Restaurant purchases must include the credit card receipt with the total, including tip, in addition to the itemized receipt.

Sales Tax

As a tax-exempt government agency, the City of Sanger does not pay sales tax. Cardholders are responsible for ensuring that the City is not charged sales tax by alerting the merchant in advance that the transaction is tax-exempt. If tax is included, the cardholder is responsible for correcting the charge.

Cardholder Duties and Responsibilities

- Cardholders, or an assigned liaison, are responsible for reconciling the statement monthly.

- The cardholder must ensure transactions are completed within the assigned limits and guidelines, sales tax was not applied, and the original “detailed” receipt is included.
- The cardholder is responsible for processing returns, verifying credits are received, tracking card balances, and disputing charges directly with the vendor.

If a cardholder finds a discrepancy, they should contact the vendor and attempt to resolve the problem directly.

- A. The transaction in dispute must be noted in the item’s description.
- B. Cash refunds for returns are not allowed.
- C. The cardholder must verify the credit is received and attach documentation such as a return receipt or email from the vendor to the expense report.

If a cardholder cannot resolve a disputed item directly with a vendor, the cardholder should contact the Program Administrator for assistance.

Purchasing Card Transaction Flow

Purchase

The cardholder makes a purchase using the purchasing card; the Cardholder obtains an itemized receipt, and Cardholder forwards the itemized receipt to the Department Coordinator (if any). Departments may require Cardholders to record all Purchasing Card transactions on a Purchasing Card Transaction Log.

Reconciliation

Every month, the Cardholder will receive a statement from Citibank. The Cardholder (or Department Coordinator) shall review the statement and prepare a single Accounts Payable Voucher for all items on the statement. The A/P Voucher, monthly statement, and all individual purchase receipts shall be submitted to the Finance Department within five business days of the statement date. Photographs of receipts are not acceptable and should not be used. If the Department Coordinator has assigned General Ledger account codes, the Department Director must review and approve the charges. Photographs of receipts are not acceptable and should not be used. If a Department Coordinator has entered the General Ledger account codes, the Department Director must review.

The Finance Department

The Finance Department consolidates all statements received from departments and arranges payment.

Resolving Errors and Disputes

In the case of an error, the Cardholder is first to contact the supplier and try to reach an agreement. Most disputes can be resolved in this manner. If unable to settle with the supplier or vendor, the Cardholder is to report the error or dispute to their supervisor immediately.

Paying the Bill

Purchasing Card purchases will be charged to an expense account based on the department/account combination that has been established.

Lost or Stolen Cards

Purchasing Cards should be secured in the same way as personal credit cards. In the event of a lost or stolen Purchasing Card, Cardholder is to immediately contact Citibank via the toll-free number 800-248-4553 and notify the Purchasing Card Program Administrator.

Refusal of Card or Account

Should the Card be declined at the point of sale for any reason, Cardholder should contact the Purchasing Card Program Administrator. Every effort will be made to determine why the transaction was declined.

Purchasing Card Audit Activity

Purchasing Card activity is subject to random audits by appropriate personnel, including the City's external auditors. The random audits help ensure adherence to the Program's policies and procedures.

Merchants That Do Not Accept the Card

Merchants should be encouraged to become involved in the Purchasing Card Program. Merchants may contact their local bank or financial institution to become credit card capable. For those merchants that are unwilling to participate in the Program, alternative sources should be found.

Violations

Revocation Of The Purchasing Card

The purchasing card is subject to revocation at any time at the discretion of the City Manager. Each cardholder must acknowledge receipt of the purchase card, understand the rules of usage, and sign the Cardholder Agreement Form. Failure to abide by this policy will result in revocation of their card and disciplinary action up to termination of employment. The Chief Financial Officer will recommend to the Department Director that the card be revoked following any violation of the Procurement Card

policy.

The Finance Director is authorized to temporarily suspend use of the card if unauthorized use is discovered and poses a threat to internal financial controls.

- First Violation - revoke privileges for 30 days.
- Second Violation - suspend privileges/revocation at the discretion of the City Manager and/or disciplinary action including termination of employment.

Section 4: METHODS OF PROCUREMENT

4.1 Procurement Methods

The Department Head will consult with the Chief Financial Officer to determine the best method of procurement to purchase goods and services. The methods of procurement utilized by the City are as follows:

1. Quote Method

Quotes are utilized to purchase goods and services up to \$50,000. Examples include but are not limited to maintenance and repair items, cleaning supplies, furniture, and office equipment. Purchases over \$3,000 and up to \$50,000 are subject to the Historically Underutilized Businesses (HUB) law of the State of Texas. Quotes can be obtained for one-time purchases or for the establishment of an annual contract. The award is made to the vendor providing the lowest bid or the best value, as pre-determined by the City. Negotiations are not permitted.

2. Competitive Sealed Bidding Method/Invitation for Bid (IFB)

A bid is utilized to purchase goods and services over \$50,000 and is subject to the competitive bid laws of the State of Texas. A bid is utilized for one-time purchases or for the establishment of an annual contract if there is a continuous need to purchase the same goods or services totaling in excess of \$50,000 annually. Award is made to the lowest responsive and responsible bidder, or to the bidder providing the best value, as pre-determined by the City. Negotiations are not permitted.

In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder's goods or services;
- (3) the quality of the bidder's goods or services;
- (4) the extent to which the goods or services meet the municipality's needs;
- (5) the bidder's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

3. Competitive Sealed Proposal (CSP) / Request for Proposal (RFP) Method

This method is used for the purchase of goods and services at any dollar threshold, where factors

other than price are considered in the award process. A pre-determined set of evaluation criteria is established, and all proposals are evaluated against the criteria and scored accordingly. Negotiations are permitted in order to obtain the best value for the City.

4. Request for Qualifications (RFQ) Method - Purchase of Professional Services

The RFQ process is utilized to procure professional services, as defined in Texas Government Code, Chapter 2254.

- (a) Cities are prohibited from using competitive bidding procedures to obtain the services of architects, engineers, certified public accountants, land surveyors, physicians, optometrists, landscape architects, geoscientists or state-certified real estate appraisers. Instead, for contracts involving architectural, engineering or land surveying services, a City must first select the most highly qualified provider and then attempt to negotiate a fair and reasonable price.
- (b) All Other Professional Services: The RFQ process is utilized to select a firm on the basis of demonstrated competence and qualifications to perform the services, and for a fair and reasonable price, for professional services other than those identified above, if the expenditure is anticipated to be in excess of \$50,000

A pre-determined set of evaluation criteria is established, and all qualifications are evaluated against the criteria and scored accordingly. Price cannot be disclosed or considered during the scoring process. Negotiations are permitted with the most highly qualified firm only. Negotiations will continue until terms, conditions, and a fair and reasonable price are agreed upon. If negotiations with the most highly qualified firm are not successful, negotiations will cease with the current firm and begin with the next most highly qualified firm. Once negotiations have ceased with a firm, re-opening negotiations with that firm is not allowed.

4.2 Awarding the Bid

Best Value - If best value is utilized, below are a list of items the department may utilize to make the determination of "best value" for the City.

- Purchase price;
- Reputation of the bidder;
- The bidder's safety record;
- Warranties;
- The quality of the bidder's goods or services;
- The extent to which the goods or services meet the City's needs;

-
- The bidder's past relationships with the City or Department;
 - The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and nonprofit organizations employing persons with disabilities;
 - The total long-term cost to the City to acquire the bidder's goods or services; and
 - Any relevant criteria specifically requested in the bid or proposal.

In the event no bids are received, the Department may re-advertise or choose to not undertake a contract. If only one bid is received, the City Council may choose to accept the bid, reject the bid and re-advertise, or determine not to undertake the project.

Bids are opened and read aloud at the designated time and place. The bid/bids must then be presented to City Council. The City Council must then award the bid to the lowest responsible bidder or if previously determined, the bidder with the "best value". The City Council does have the option to reject all bids as well.

Once a bid has been opened, it may not be changed or altered to correct minor errors in the price. However, under some circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

Note: Preference will be given to products with recycled materials as long as the products meet applicable specifications.

4.3 Confidentiality of Information in Bids or Proposals.

- (a) Trade secrets and confidential information in competitive sealed bids are not open for public inspection.
- (b) If provided in a request for proposals, proposals shall be opened in a manner that avoids disclosure of the contents to competing offers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection. (Local Government Code, Chapter 252, Sec. 252.049)
- (c) Proposals must be made confidential until an award is made.

Section 5: BOND, INSURANCE, AND INDEMNIFICATION

Bond Policy

Bidders may be required (at the statutory limit or less) to provide certain bonds for Public Works/ Construction Contracts. This ensures that if the bidder attempts to withdraw after the bid is accepted, the City will not suffer loss. The City will only accept sureties duly qualified and authorized. Personal sureties will not be accepted.

The City may require bonding on other projects to mitigate risk. The City requires payment, performance, and maintenance bonding to be provided.

Types of Bonds

- A. Bid Bonds – The Bid Bond minimum limit is five percent (5%) of the total amount bid and would typically apply to construction contracts. It is the City’s option whether or not bidders to provide a Bid Bond. Certified or cashier’s check will not be accepted in lieu of a Bid Bond. Bid Bonds are provided on surety forms. Bid Bonds will be returned to the issuing vendor upon request. Bond must be requested within ten days of award.
- B. Payment Bonds are required for Public Works contracts in excess of \$50,000 and must be written for 100% of the total bid price. The Payment Bond is for the protection of those performing work as subcontractors or suppliers for the prime vendor/contractor.
- C. Performance Bonds are required for all Public Works contracts when the vendor’s bid exceeds \$100,000, and they must be written for 100% of the total bid price. These bonds are solely for the protection of the City in the event of a contractor/vendor default under Contract terms and conditions.
- D. Maintenance Bonds can be written for a term relevant to the project. The coverage provided by a Maintenance Bond is to guarantee against defective workmanship and materials.

Bond Requirements

- A. All Bonds must be in the forms acceptable to the City Manager.
- B. All performance bonds must be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”, as published in Circular 570, as may be amended, by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury.
- C. All performance bonds must be signed by an agent and must be accompanied by a certified copy of the authority for him or her to act.
- D. All performance bonds shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue performance bonds for the limits and coverage required.
- E. Approval of bonding company as per ratings of the Texas Department of Insurance, or a successor agency.

Insurance and Indemnification Policy

- A. Contractors performing work on City property or public right-of-way shall provide indemnification and certificates of insurance listing the City as an additional insured or a copy of their insurance policy(s) including a copy of the endorsements necessary to meet contract requirements, and hold harmless and defense clauses.
- B. Contractual agreement must contain a provision that transfers the risk of the project for the City to the contractor. Because the contractor may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.
- C. Workers' Compensation Insurance – Per Statute, contractors and subcontractors hired for building and construction projects must provide Workers' Compensation Insurance for their employees regardless of the project's cost. See Texas Labor Code, § 406.096.
- D. All insurance documents must be verified and approved prior to the contract, purchase order, or commencement of work to be performed.

INSURANCE

City of Sanger								
Minimum Insurance Requirements Summary								
Agreement Type	General Liability	Auto	Work. Comp.	Employers Liability	Prof. Liability	Installation Floater	Builder's Risk	Garage Liability
General Contract - Services	X	X	X	X				
Personal Services	X	X	X					
Professional Services	X	X	X	X	X			
Construction	X	X	X	X		X	X	
Special Events	X	X	X					
Min Coverage Amounts								
Minimum Standard Limit	\$1M Per Occurrence \$2M Aggregate	\$1M Combined Single Limit	Texas	\$500K Accident \$500K Employee \$500K Limit	\$1M Per Occurrence \$2M Aggregate	100% Project Completed Value	100% Project Completed Value	Total Value of Vehicles
Additional Coverages (in addition to standard requirements based on agreement type unless noted)								
Construction Contracts	Employers Liability Limit: \$1M/\$1M/\$1M; CGL Limit: \$2M per occurrence and \$4M aggregate							
Garbage Collection Services	CGL Limit: \$5M per occurrence and \$10M aggregate; Auto Limit: \$5M Combined Single Limit							
Pollution Exposure	\$1M Pollution Liability (or equivalent) - Required for vendors or contractors performing work with pollution exposure.							
Railway Exposure	\$1M Railroad Protective Liability (insuring the railroad) - Required if performing work within 50 feet of a railway.							
Liquor Exposure	\$1M Liquor Liability - Required for vendors who sell or distribute liquor.							
Cyber Exposure	\$1M Cyber Liability (or equivalent) - Required for vendors with access to City networks or handle sensitive data.							
Footnotes:	<p>(1) Waiver of subrogation shall be provided with the Workers' Compensation coverage.</p> <p>(2) The City shall be covered as additional insured on the GL and Auto policies.</p> <p>(3) Policies of insurance shall not be canceled without a 30-day notice to the City.</p> <p>(4) Insurance carriers must meet A.M. Best financial rating of A-VI or better.</p> <p>(5) Combination of primary or excess policies that meet the required limits is acceptable.</p> <p>(6) Agreements may require additional coverage and/or higher limits at the City's discretion.</p>							

Note: City Manager may waive any insurance requirements for low cost/low risk projects.

Section 6: CONTRACTS

DEFINITIONS

Contract is a written, legally binding document or obligation.

Purchase Order is an official written document issued by a buyer, which is a commitment to pay the seller (vendor) for the products ordered. The process ensures purchases are approved and within budget. A Purchase Order or Contract is required when insurance and indemnification are needed. A Purchase Order is a contract.

Annual contract is a contract for goods or services in which pricing is locked for a specific period of time.

Evergreen contract is one that automatically renews after its initial term expires. The parties agree that the contract rolls over automatically and indefinitely until one gives the other notice to terminate it.

CONTRACTS

Purchasing items from a vendor other than the awarded vendor is a violation of the purchasing policy. An exception may be granted due to extenuating circumstances and must be approved in writing by the Chief Financial Officer.

All purchases greater than \$50,000 must include a standard contract, insurance, bonds (if needed), and a purchase order.

CONTRACT MANAGEMENT

Contract management shall be used by all departments to manage all City-related contracts. Failure to manage and control changes can result in an unintentional attempted modification to the scope of work, the extension of the schedule, an increase in the contract cost, circumvention of management controls, and diminished contractor accountability.

Section 7: SURPLUS PROPERTY

7.1 PURPOSE

The purpose of the policy is to ensure that the disposal of City-owned property is completed in a consistent manner throughout the organization.

7.2 DEFINITIONS

Disposal means the sale, trade, donation, or destruction of surplus property or equipment. Item means surplus or obsolete movable assets such as vehicles and equipment, materials, and unclaimed property.

Surplus means all supplies, assets, materials, and unclaimed property that are either obsolete at the end of their life cycle or no longer required by operations.

Obsolete – lack of functional use or out of date.

7.3 GENERAL

There are multiple formats for the disposal process. These include auction, transfer, trade-in, recycling, and destruction. All methods require written approval.

- A. Departments should contact the Finance Department prior to the disposal of any property over \$5,000. Departments should complete the required disposition forms.
- B. Any item that is still operable and has a potential value shall be auctioned or traded during the replacement process as it becomes obsolete.
- C. Scrap Metal – Staff shall obtain from Finance authorization to recycle specific items. Funds received for the recycling must be submitted to Finance and deposited. Written receipts from the recycling center must be provided with the payment.

7.4 PERSONAL USE PROHIBITIONS AND PERMISSIONS

City employees may purchase items from City issued (electronic) third-party auctions, provided that the employee making the purchase was not involved in the decision to dispose of said item(s).

	Steps	Responsibility
1	Identify surplus property	Department Director or designated Employee
2	Notify all departments of the availability of the surplus property. <ul style="list-style-type: none"> • Email to all departments/users • Allow a minimum of seven days 	Designated Department employee

3	<p>If a department is interested, complete the City's Surplus Property Form and submit it to Finance.</p> <ul style="list-style-type: none"> • Requesting department must pick up the equipment within seven days. 	Designated Department employee
4	<p>If there is no interest, notify Finance. Complete Disposition form and send it to Finance</p>	Designated Department employee
5	<p>Finance will determine the best method of disposal through:</p> <ul style="list-style-type: none"> • Auction • Trade-In • Recycling • Donation • Destruction 	Finance
6	<p>Prior to Sale: Department must remove all City of Sanger identification, markings, or equipment (logo, department numbering, equipment that will be used on other equipment, etc.)</p>	Designated Department employee
7	<p>Move item to a secure location</p>	Designated Department employee
8	<p>Take pictures and submit them to Parks Director</p> <ul style="list-style-type: none"> • For vehicles & equipment, take a minimum of four pictures (one on each side). • Additional pictures of the inside, damage to exterior or interior, etc. • The more information/pictures provided will help with the sell and fewer questions will be generated by the public. 	Designated Department employee
9	<p>Create a log with the identification, location, value, and date.</p>	Finance/Parks Director
10	<p>Proceed with auction. Auctions will be completed quarterly or sooner, If needed.</p>	Finance/Parks Director
11	<p>Receive funds and closeout auction.</p>	Finance

Section 8: GRANTS

8.1 POLICY

This policy establishes the responsibility for ensuring compliance and provides a review process that shall be completed before signing any grant or award document and accepting said grant or award.

8.2 IDENTIFICATION AND APPLICATION

Departments seeking grants must provide advance notice in writing to Administration and the Finance Department. This ensures that those affected can review and understand grant requirements, including Budget, Procurement, and auditors.

- A. Submit grant requirements to Finance before application submittal.
- B. Submit copies of all award documents, applications, and funding agreements to Procurement and Finance before bidding.
- C. If a federal grant, comply with all federal procurement standards in 2 CFR § 200.318 including to those listed below.
 1. The City (Non-Federal entity) must use its own documented procurement procedures, which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
 2. Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 3. Conflict of Interest: No employee, officer, or agent may participate in selecting, awarding, or administering a contract supported by a Federal award if they have an actual, apparent conflict of interest. A conflict of interest arises when the employee, officer, agent, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated has a financial or other interest or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Section 9: MISCELLANEOUS GUIDELINES

9.1 BID PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the Chief Financial Officer within five (5) working days following the opening of bids. This includes all protests relating to advertising, deadlines, bid opening, and other related procedures under the Texas Local Government Code and protests relating to alleged improprieties or ambiguities in the specifications.

9.2 DEBRIEFING

Debriefings and requests for information shall be in accordance with Texas Government Code, §552 Texas Public Information Act.

Discussion of competing proposals is prohibited.

9.3 NEW VENDORS

All new vendors are required to submit a completed vendor packet.

9.4 DISCRIMINATION

It is the policy of the City of Sanger to afford all suppliers an equal opportunity to bid on any contract. This policy prohibits discrimination against any person because of race, color, sex, religious affiliation, age, disability, or national origin, in the award or performance of any contract. The policy requires its officers, employees, agents, and sub-contractors to adhere to this policy.

9.5 PLACING ORDERS

Funds must be available and in the proper account before submission of requisition and before use of a purchasing card.

9.6 QUOTES - FREIGHT CHARGES AND FEES

Include freight costs and fees in the total price when obtaining quotes. Freight and fees must be considered in determining the award.

All freight should be requested as FOB Destination (delivery address) freight pre-paid and allowed.

9.7 PURCHASING ORDERS

Purchase orders are required before placing the order and sent to the vendor when the order is placed.

A purchase order is required for any purchase not made on a City-issued credit card. In extenuating circumstances, a purchase order may not be required. All exceptions will be reviewed and approved by both the Chief Financial Officer and the Chief Financial Officer.

9.8 INVOICES

All invoices must be submitted to Accounts Payable within five days of receipt and include the following information

- A. Receiving information (received in full / received partial)
- B. Signature of department representative
- C. PO Number

The authorized purchaser is responsible for verifying that all materials/services are received in working order and meet specifications. Once materials/services are received and verified as correct, indicate receipt of materials on the invoice by noting “received in full” or “received partial” for each line item on the Purchase Order.

- A. Notify the vendor immediately if the quantity received does not agree with the vendor’s packing slip or the material does not conform to specification.

9.9 REVOLVING CREDIT ACCOUNTS

Credit accounts are available for the end user’s use; however, they may only be opened or closed by Finance.

9.10 SALES TAX EXEMPTION

The City is exempt from sales, excise, and use taxes under Texas Tax Code, § 151.309. End users are responsible for ensuring tax is not paid.

The City is NOT exempt from sales tax for food, lodging, or transportation-related purchases during travel.

9.11 TIE BIDS

If all factors and conditions relating to the bids are equal, the tie bid will be awarded to the local vendor.

9.12 VENDOR PERFORMANCE

The City does not have centralized receiving. Departments are responsible for receiving of goods and services. Departments must document in writing items such as shortages, late delivery, or damaged merchandise.

9.13 NON-PERFORMING VENDORS

When a vendor fails to perform according to the Agreement (Purchase Order, Annual Agreement, Contract, and/or Specification), the Department Director or designee will:

- A. Document the issues in writing to the vendor and to Purchasing.
- B. Schedule a meeting to discuss the issues.
- C. Document the resolution to the issue, as agreed upon by the department and the vendor.

Documentation shall be in writing, signed by the department and the vendor.

If a vendor's performance remains non-compliant or otherwise unsatisfactory, the Department Director in conjunction with the City Manager will make a joint determination to cancel the contract in accordance with the terms and conditions of the agreement.

9.14 Prompt Payment Act

Department shall ensure Purchase Orders, invoices, and the appropriate documentation is submitted to Finance within five (5) days, Invoices are to be paid no later than net 30 days.

Texas Government Code Chapter 2251 stipulates that all local governments shall pay for goods and services within thirty (30) days of the delivery or invoice date or interest is automatically imposed.

SANGER

★ TEXAS

PURCHASING POLICY

PURPOSE

The purpose of the Purchasing Policy is to provide a means for the acquisition of supplies and services that are required for the operation of the City of Sanger.

RESPONSIBILITY

Each city employee authorized to purchase supplies, equipment or services must be familiar with the purchasing procedures and should adhere to them in order to obtain the best results. This policy will not answer all questions, but will be used as a guide and aid in securing materials and services needed to operate each department.

PURCHASE DOLLAR LIMITS AND AUTHORIZATION REQUIRED

The following dollar limits and authorization requirements are to be followed whenever possible. Any exceptions shall be noted and approved by the appropriate authorization on the invoice.

Purchases less than \$1,000

1. May be made without prior authorization.
2. May be made using an Accounts Payable Voucher.
3. May be purchased using a credit card.
4. Requires Department Head approval.

Purchase more than \$1,000 but less than \$3,000

1. Must be authorized via Purchase Order before purchasing (see exceptions to Purchase Orders listed below).
2. Two quotes must be submitted with Purchase Order Requisition. If lowest quote is not selected, memo of explanation should be attached.
3. Except for exceptions noted below, may not be made using an Accounts Payable Voucher.
4. May be purchased using a credit card.
5. Requires Department Head approval.

Purchase more than \$3,000 but less than \$50,000

1. Requires proof of contact with two Historically Utilized Businesses (HUB) OR memo of explanation stating there are no HUBs for the requested goods/services and/or HUB did not respond to request.
2. Must be authorized via Purchase Order before purchasing (see exceptions to Purchase Orders listed below).
3. Two quotes must be submitted with Purchase Order Requisition. If lowest quote is not selected, memo of explanation should be attached.
4. Except for exceptions noted below, may not be made using an Accounts Payable Voucher.
5. May be purchased using a credit card.
6. Requires Department Head approval.

Purchases more than \$50,000

1. Requires a competitive bid process
2. Must be authorized via Purchase Order before purchasing

3. Requires proof of contact with two Historically Utilized Businesses (HUB) OR memo of explanation stating there are no HUBs for the requested goods/services and/or HUB did not respond to request
4. Requires Department Head approval

PURCHASE ORDERS

A purchase order number is required on all purchases over \$1,000, with the exception of those listed below. A Purchase Order Requisition must be submitted to the Finance Department and a Purchase Order received before placing an order or making a purchase.

If an emergency should arise after normal hours, the Department Head or designee will make the purchase that is needed. The Department Head must notify the Director of Finance immediately upon opening the next business day and turn in the proper documentation.

The following payments and services do not require the issuance of a purchase order for payment authorization. These exceptions may be paid using an Accounts Payable Voucher:

1. Payments made for Employee Payroll Deductions
2. Tax Payments
3. Insurance Premium Payments
4. Retirement System Payments (TMRS)
5. Debt Service Payments
6. Investment Payments
7. Charges for Water, Electric, Solid Waste and Recycling services for resale
8. Utility Services
9. Operating Leases/Maintenance Agreements
10. Annual contracts
11. Invoices for Professional Services (i.e. Attorney Fees and Engineering)
12. Inter-Local Agreements
13. Reimbursements/Payments to other Agencies
14. Contract Services
15. Employee Reimbursements
16. Travel and Lodging
17. Customer Deposit Refunds
18. Purchase under \$1,000

DUTIES OF THE FINANCE DEPARTMENT

1. To observe and enforce the procedures as outlined and any related regulations.
2. To encourage that the purchasing policies and procedures are followed whenever possible.
3. To review each account being charged for sufficient funds before authorizing a purchase or issuing a purchase order.
4. To process approved Purchase Order Requisitions and issue Purchase Orders.
5. To explore the possibilities of quantity buying in order to take full advantage of discounts.

DUTIES OF DEPARTMENT HEADS

1. Departments should plan their work so that "rush orders" and emergencies will be held to an absolute minimum.
2. Departments are responsible for handling any required competitive bid processes for their purchases

3. Department Heads are responsible for tracking the budget remaining in each of their General Ledger accounts.
4. Department heads must sign, verify and code all Purchase Order Requisitions and Accounts Payable Vouchers.
5. No city employee shall purchase supplies, materials or equipment of any kind through the City for personal use.
6. Departments should not break up any purchase into smaller orders with the intent of circumventing the purchasing requirements based on purchase amounts.



CITY COUNCIL COMMUNICATION

DATE: October 16, 2023

FROM: Ryan Nolting, Director of Parks, Recreation & Facility Maintenance

AGENDA ITEM: Discussion on possibly allowing consumption and/or possession of alcoholic beverages on city-owned property during special events.

SUMMARY:

- This item was requested as a topic of discussion by Councilmember Gann.
- The proposed Special Event Ordinance would provide for the consumption and/or possession of alcoholic beverages on city-owned property on a case-by-case basis as approved by the City Council.

FISCAL INFORMATION:

Budgeted: NA Amount: NA GL Account: NA

RECOMMENDED MOTION OR ACTION:

- NA

ATTACHMENTS:

- Proposed Special Events Ordinance

CITY OF SANGER, TEXAS

ORDINANCE ~~XX-XX-XX~~

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, AMENDING THE CITY OF SANGER CODE OF ORDINANCE, CHAPTER 15, PARKS AND RECREATION, ARTICLE 15.100, RULES AND REGULATIONS, SECTIONS 15.107, SPECIAL EVENTS, USES, PROGRAMS; AND ADDING A NEW 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 OR FINE IN ACCORDANCE WITH SECTION 1.109 OF THE CODE OF ORDINANCE FOR VIOLATIONS; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the City Council deems it in the public interest to amend the Special Event regulations; and

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

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

SECTION 1. That Chapter 15, Parks and Recreation, Article 15.100, Rules and Regulations, Section 15.107, Special Events, Uses, Programs is amended to read as follows:

§ 15.107. Uses and Programs.

- (a) The director is authorized to require and issue permits for the reservation and temporary use of the city park and recreation areas. Permits shall be granted unless the intended use would result in a scheduling conflict; traffic congestion; damage to property or landscaping; could threaten the public or city park and recreation area user’s health, safety or welfare; or be inconsistent with the protection and preservation of wildlife. The director shall be authorized to establish written guidelines not inconsistent with the terms of this code for the reservation and use of all city park and recreation areas. Permits issued shall be conditioned in compliance with state laws, this chapter, other applicable requirements set forth in this code and such guidelines as may be established and promulgated under this chapter. The granting of such permits shall not constitute a waiver, exception, or defense to the violation of any other applicable law or ordinance.
- (b) No fees may be waived without the consent and approval of the city manager or designee.

- (c) Park reservations must be made at least 48 hours prior to the event. For Special Event requirements, reference Article 15.600.

SECTION 2. That Chapter 15, Parks and Recreation is further amended by adding Article 15.600, which shall read as follows:

ARTICLE 15.600 SPECIAL EVENTS ORDINANCE

§15.601 Purpose and Intent

The purpose of this article is to ensure the advance notice of certain special events is provided to the appropriate city departments. A special event permit shall be required for a temporary gathering or organized activity on city property, to include but not be limited to parades, block parties, bike races, marathons, firework displays, concerts, carnivals, other types of races or festivals, or any similar activity requiring one or more of the following.

- 1) Closing or impacting a public street, sidewalk, or trail;
- 2) Blocking or restricting city-owned property;
- 3) Sale or distribution of merchandise, food, or beverages on city-owned property;
- 4) Installation of a stage, band-shell, trailer, van, portable building, grandstand, or bleachers;
- 5) Placement of portable toilets on city-owned property;
- 6) Placement of temporary no-parking signs in a public right-of-way;
- 7) Placement of additional waste containers; or
- 8) Having an impact on public safety.

§15.602 Operating procedures.

- a) A special event shall not substantially interrupt the safe and orderly movement of traffic near the special event.
- b) A parade shall move from its point of origin to its point of termination without unreasonable delays enroute.
- c) A special event shall not interfere with proper fire and police protection of, or ambulance service to, areas near the special event, or unreasonably require the diversion of police and fire protection and ambulance service from other parts of the city.
- d) A permit holder shall comply with all directions and conditions contained within the permit and with all city ordinances and other applicable laws.
- e) The promoter shall return all city or public property to at least as good a condition as before the event. The promoter shall be liable for the costs of any damage to property or waste removal not performed by the promoter at the conclusion of the event.

§15.603 General Rules

- a) The City reserves the right to have final approval on all activities or events.
- b) The City reserves the right to designate hours available for use and to remove any person or group failing to comply.
- c) Event applicants must be at least twenty-one (21) years of age.

- d) Event applicant and guests of event applicant will comply with laws of the State of Texas and the City of Sanger.
- e) Acts of gambling, alcohol consumption or consumption of controlled substance(s) are prohibited on all properties owned by the City of Sanger.
- f) The City of Sanger is not responsible for any lost or stolen items.
- g) Cancelled events due to unsafe weather conditions or national emergencies will be rescheduled without penalty.
- h) Event applicant is responsible for ensuring that rules as outlined here are enforced.
- i) The event property and footprint may only be used for the purpose as stated on the special event permit unless otherwise approved by a representative from the City.
- j) No activity is engaged in or performed during the event that is a violation of an existing state, federal law, or Municipal Ordinances.
- k) No activity is engaged in or performed during the event that is used in such a manner as to constitute a nuisance as per City of Sanger Code of Ordinances.
- l) Event organizers and guests shall only park in designated, authorized parking spaces.
- m) Violation of this policy will result in the towing of such vehicle at the owner's expense.
- n) Equipment to be used for high-risk activities must be clearly described in the special event permit and is subject to approval by the City of Sanger.
- o) Event applicant shall monitor admittance to the event.
- p) Event applicant shall assume full responsibility and liability for all persons admitted.
- q) Event applicant shall assume full responsibility and liability for any damage(s) to any part of event property during and/or resulting from the event.
- r) Event organizer may not leave the event area during the contracted time or must designate a responsible person in their brief absence.
- s) Insurance may be required based on the type of special event.

§15.604 Special Event Permit.

A person desiring to hold a special event shall apply for a special event permit with the City Parks and Recreation Department. An application for a special event permit shall be made not less than twenty (20) business days prior to the event. In the event a street closure is required, the application for the special event permit shall be made no less than thirty (30) days prior to the event. Due to TxDOT requirements, closure of any state highway for more than six (6) hours will require sixty (60) days' advance notification to the city.

An application shall be submitted on a form supplied by the City.

§15.605 Indemnification and Release of Liability.

An applicant for a special event permit shall execute a written release of liability and agreement to indemnify the city and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the special event, as contained in the application form.

§15.606 Offenses.

A person commits an offense if:

- a) Commences or conducts a special event without the appropriate permit.
- b) Fails to comply with any requirement or condition of a permit or this article.
- c) Hold an event in which a permit is denied.

§15.607 Administrative Approval of Temporary Street Closures.

- a) Any activity, including but not limited to special events which require the closing of any public street, sidewalks, alley and which require rerouting of normal or usual traffic flow deems a street closure. An event cannot hinder, block or obstruct the free flow of traffic.
- b) Any request for temporary closure of all or a part of any city street as part of a special event shall first be considered by the Special Events Committee of the city. Upon a positive recommendation from the Special Events Committee, the request for temporary street closure shall be forwarded to the City Manager or his/her designee for administrative approval.
- c) The City Manager or his/her designee shall consider the request for temporary street closure for the special event, and either may administratively approve the request for temporary street closure. Alternatively, the City Manager or may choose to send any request for temporary street closure to the City Council for consideration and action.
- d) If the City Manager denies administrative approval of the request for temporary street closure, the applicant may appeal the decision to the City Council by filing a written appeal to the City Secretary within three (3) days of the denial. The decision of the city council shall be final.

§15.608 Area Notifications of Impacted Neighbors.

The event organizer, with an expected street closure, shall notify all residences and businesses within the street closure area and within a three-hundred-foot radius of the outer perimeter of the event (as marked by fencing or entrance table indicated on the event diagrams submitted to the City). The director is authorized to require and issue permits for the reservation and temporary use of the city park and recreation areas. Permits shall be granted unless the intended use would result in a scheduling conflict; traffic congestion; damage to property or landscaping; could threaten the public's or city park and recreation area user's health, safety or welfare; or be inconsistent with the protection and preservation of wildlife. The director shall be authorized to establish written guidelines not inconsistent with the terms of this code for the reservation and use of all city park and recreation areas. Permits issued shall be conditioned in compliance with state laws, this chapter, other applicable requirements set forth in this code and such guidelines as may be established and promulgated under this chapter. The granting of such permits shall not constitute a waiver, exception, or defense to the violation of any other applicable law or ordinance.

A diagram of the notification area shall be submitted with the signature sheet.

Proof of notification by mail, the notification letter and the notification diagram shall be submitted at least twenty (20) working days prior to the special event. In addition, the event organizer shall comply with all additional requirements imposed by the City of Sanger with respect to notification by residents and businesses affected by the special event. The event organizer shall obtain signatures of those so notified of the upcoming event. Under certain circumstances where events may generate extremely large crowds, loud noise or parking issues, staff may require additional notification time/signatures/outreach.

§15.609 Approval of plans.

An application for a special event permit will either be approved, approved with conditions, denied, or more information will be requested from the applicant within twenty (20) business days of submission to the Parks and Recreation Department. Due to the nature of some events, the following additional information or plans may be required where applicable to the event type:

- a) Facilities. A set of plans and specifications relating to all temporary facilities to be constructed or utilized for the special event.
- b) Fire protection. A plan for prevention of fires and for adequate protection of persons and property in the event of a fire, including, without limitation, adequate exits, fire extinguishers, and adequate access for fire trucks and emergency vehicles.
- c) Concession service. Any plans to provide food and beverages.
- d) Emergency medical service. A plan to provide adequate emergency medical services at the special event.
- e) Parking. A plan to provide adequate parking for the proposed special event, including written permission in the form provided by the city executed by all of the owners of the land to be used for the special event.
- f) Event security. The City of Sanger Police Department will determine if and how many police officers will be required at your event. A plan providing for adequate safety, security, traffic and crowd control in connection with the special event. When security officers are deemed necessary, the applicant must use licensed TCLEOSE officers. The city police department must approve the security officers before the event application will be approved.
- g) Promotional plan. If applicable, a plan to promote, market and advertise the special event.
- h) Sanitation plan. A plan to ensure that the highest standards of cleanliness and sanitation are maintained at the special event, including adequate restroom facilities, and a plan to empty refuse containers frequently so as to prevent overflow.

City staff shall determine whether the application and plans meet city safety and other requirements, and an applicant may be requested to modify an application to meet these requirements. Should any of the submitted plans fail to give, and after notice, the applicant

is unable to provide for, adequate assurances that the plans will be implemented and carried out, the permit application may be denied.

- i) Police Presence. The City of Sanger Police Department will determine if and how many police officers will be required at your event. Expenses for the City police will be paid by the event organizer directly to the City of Sanger. If additional police need to be brought in to handle a problem during the event, it will be at the event organizer's expense.

§15.610 Sale, Distribution and Consumption of Alcoholic Beverages on City Property.

- a) It shall be unlawful for any person to consume or possess alcoholic beverages of any nature or kind, including beer, whiskey, or wine, on any city-owned property unless authorized by City Council on a case-by-case basis.
- b) It shall be an affirmative defense to prosecution of the offense if:

The alcoholic beverage was sold and consumed at the event for which a special event permit has been issued by the city and the state alcoholic beverage commission has granted temporary licenses or permits for the sale of alcoholic beverages at the event by the State of Texas Alcoholic Beverage Commission.

§15.611 Issuance or denial; revocation.

- a) Upon receipt of an application for a special event, the Parks and Recreation Department shall forward a copy of the application to the city departments involved. The city shall issue its approval, approved with conditions, denial or more information will be requested of the application within ten (20) business days of completed application.
- b) The parks and recreation director may impose conditions and restrictions necessary for the safe and orderly conduct of a special event, to be incorporated into the permit before issuance. To the extent of any conflict, such conditions, restrictions, or costs incorporated into each permit shall supersede the provisions set forth herein.

The City may deny or revoke a special event permit if:

- a) A special event permit has been granted for another special event at the same place and time or within two hours of the end of a previously permitted special event, unless waived by the parks and recreation director or his designee;
- b) The proposed special event will unreasonably disrupt the orderly flow of traffic and no reasonable means of rerouting traffic or otherwise meeting traffic needs is available;
- c) The applicant makes a false statement of material fact on an application for a special event permit;
- d) The applicant has had a special event permit revoked or the applicant has violated a condition or provision of a special event permit or of this article within the preceding 12 months; The applicant fails to adequately arrange for:
 - 1) The protection of event participants;
 - 2) Maintenance of public order in and around the special event location;

- 3) Crowd security, taking into consideration the size and character of the event;
- 4) Emergency vehicle access; or
- 5) Safe, sanitary conditions for preparation or operation of food concessions;
- 6) The proposed special event would unduly burden city services;
- 7) Said special event begins or ends outside the city limits, unless the applicant supplies proof of approval of any other affected governmental entity.

§ 15.612 Appeals.

- a) If the City denies the issuance of a permit or revokes a permit, it shall send to the applicant by email, return receipt requested, written notice of the denial or revocation and of the right to appeal. The applicant must appeal the decision within three days to the city manager in writing. The city manager shall consider all the evidence in support of or against the action appealed and render a decision either sustaining, modifying, or reversing the denial or revocation.

§ 15.613 Compliance with the City of Ordinances.

The granting of a special event permit does not relieve the applicant, event organizer, or property owner from complying with all other provisions of the City of Sanger's Code of Ordinances. All other permits and licenses required by other law for specific activities conducted in conjunction with or as a part of the special event must be applied for separately in a form satisfactory to the City.

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

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

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

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

SECTION 6. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this _____ day of _____, 2023.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney



CITY COUNCIL COMMUNICATION

DATE: October 16, 2023
FROM: Ramie Hammonds, Development Service Director
AGENDA ITEM: Development Services Project Update 2022-2023

SUMMARY:
• Update of projects submitted to City Council.

FISCAL INFORMATION:
Budgeted: Amount: GL Account:

RECOMMENDED MOTION OR ACTION:
N/A

ATTACHMENTS
N/A

CITY COUNCIL MEETING MINUTES



OCTOBER 02, 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
Councilmember, Place 1	Marissa Barrett
Councilmember, Place 3	Dennis Dillon
Councilmember, Place 4	Allen Chick
Councilmember, Place 5	Victor Gann

COUNCILMEMBERS ABSENT

Mayor Pro Tem, Place 2	Gary Bilyeu
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STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, and Finance Director Clayton Gray.

DISCUSSION ITEMS

1. Presentation of Stormwater Fee Study

Director Gray introduced Chris Ekrut, NewGen Strategies & Solutions.

Mr. Ekrut presented and provided an overview of the Storm Water Fee Study.

Discussion ensued regarding the fees set by other municipalities, the calculation of a fee, how the revenue is designated explicitly for projects to improve and maintain the City's drainage systems, and mandatory and discretionary exemptions.

OVERVIEW OF ITEMS ON THE REGULAR AGENDA

The ISD platting items need to satisfy Engineering comments and permits issued being compliant with the Civil plans.

The Zoning case items being congruent with the Comprehensive Plan.

ADJOURN THE WORK SESSION

There being no further business, Mayor Muir adjourned the work session at 6:42 p.m.

CALL THE REGULAR MEETING TO ORDER AND ESTABLISH A QUORUM

Mayor Muir called the regular meeting to order at 7:00 p.m.

COUNCILMEMBERS PRESENT

- Mayor Thomas Muir
- Councilmember, Place 1 Marissa Barrett
- Councilmember, Place 3 Dennis Dillon
- Councilmember, Place 4 Allen Chick
- Councilmember, Place 5 Victor Gann

COUNCILMEMBERS ABSENT

- Mayor Pro Tem, Place 2 Gary Bilyeu

STAFF MEMBERS PRESENT:

City Manager John Noblitt, City Secretary Kelly Edwards, City Attorney Hugh Coleman, Director of Development Services Ramie Hammonds, and Interim Police Chief Tyson Cheek.

INVOCATION AND PLEDGE

Councilmember Dillon gave the Invocation. The Pledge of Allegiance was led by Councilmember Gann.

CITIZENS COMMENTS

No one addressed the Council.

CONSENT AGENDA

2. Consideration and possible action on the minutes from the September 18, 2023, meeting.

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

PUBLIC HEARING ITEMS

3. Conduct a public hearing on a rezoning from "A" Agricultural to "I-1" Industrial 1 of approximately 3 acres of land, described as A0029A R BEEBE, 112, within the City of Sanger, and generally located on the east side of the I -35 Frontage Road, approximately 512 feet north of the intersection of the I-35 Frontage Road and Utility Road.

Mayor Muir opened the public hearing at 7:03 p.m.

Director Hammonds provided an overview of the item, stating this zoning will be congruent with the surrounding properties.

Mayor Muir closed the public hearing at 7:04 p.m.

4. Conduct a Public Hearing on a rezoning from "A" Agricultural to "SF-10" Single-Family 10 of approximately 1.01 acres of land, described as A1241A TIERWESTER, 206, within the City of Sanger, and generally located on the southwest corner of Duck Creek Road and Mesa Drive.

Mayor Muir opened the public hearing at 7:05 p.m.

Director Hammonds provided an overview of the item, stating the applicant plans to subdivide the property and this zoning will be congruent with the surrounding properties.

Mayor Muir closed the public hearing at 7:06 p.m.

ACTION ITEMS

5. Consideration and possible action on Ordinance No. 10-27-23 a rezoning from "A" Agricultural to "I-1" Industrial 1 of approximately 3 acres of land, described as A0029A R BEEBE, 112, within the City of Sanger, and generally located on the east side of the I -35 Frontage Road, approximately 512 feet north of the intersection of the I-35 Frontage Road and Utility Road.

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

Voting Yea: Councilmember Chick and Councilmember Dillon.

Motion passed unanimously.

6. Consideration and possible action on Ordinance No. 10-28-23 a rezoning from "A" Agricultural to "SF-10" Single-Family 10 of approximately 1.01 acres of land, described as A1241A TIERWESTER, 206, within the City of Sanger, and generally located on the southwest corner of Duck Creek Road and Mesa Drive.

Discussion ensued regarding the proposed plan to subdivide the property.

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

Voting Yea: Councilmember Chick and Councilmember Gann.

Motion passed unanimously.

7. Consideration and possible action on the Preliminary Plat of the Church Street Addition, being 1.01 acres, located in the City of Sanger, and generally located on the east side of South Stemmons Frwy at the intersection of I-35 Frontage Road and Church Street.

Director Hammonds stated that the building would be a medical care facility and staff recommends denial due to the applicant not satisfying all the comments.

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

Voting Yea: Councilmember Dillon and Councilmember Chick.

Motion passed unanimously.

8. Consideration and possible action on the Final Plat of Clear Creek Intermediate School, Block A, Lot 1, being 13.356 acres, located in the City of Sanger, and generally located on the west side of South Stemmons Frwy approximately 667 feet south of the intersection of the Business I-35 ramp and South Stemmons Frwy.

Director Hammonds stated staff recommends denial due to the applicant not satisfying all the comments.

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

Voting Yea: Councilmember Chick and Councilmember Dillon.

Motion passed unanimously.

9. Consideration and possible action on the Final Plat of Sanger Middle School, Block A, Lot 1, being 28.791 acres, located in the City of Sanger, and located at 105 Berry Street approximately 205 feet southwest of the intersection of Acker Street and Bolivar Street.

Director Hammonds stated staff recommends denial due to the applicant not satisfying all the comments.

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

10. Consideration and possible action on the Final Plat of Sanger High School, Block A, Lot 1 being 55.886 acres of land, located in the City of Sanger, and generally located on the southeast corner of the intersection of FM 455 and Indian Lane.

Director Hammonds stated staff recommends denial due to the applicant not satisfying all the comments.

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

11. Consideration and possible action on the Preliminary Plat of Marley Meadows, being 19.653 acres, located in the City of Sanger's ETJ, and generally located on the west side of Sam Bass Road and approximately 1307 feet north of the intersection of FM 455 and Sam Bass Road.

Director Hammonds stated the one acre lots meet the subdivision requirements.

Discussion ensued regarding any possible variances.

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

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:

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.

- Municipal Utility District No. 12 (MUD 12)

Council convened into executive session at 7:32 p.m.

RECONVENE INTO REGULAR SESSION

Council reconvened into open session at 8:02 p.m.

No action taken.

FUTURE AGENDA ITEMS

None requested.

ADJOURN

There being no further business, Mayor Muir adjourned the meeting at 8:04 p.m.

Thomas E. Muir, Mayor

Kelly Edwards, City Secretary



CITY COUNCIL COMMUNICATION

DATE: October 16, 2023

FROM: Kelly Edwards, City Secretary

AGENDA ITEM: Consideration and possible action on the minutes from the October 2, 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 October 2, 2023, meeting.

ATTACHMENTS:
City Council minutes



CITY COUNCIL COMMUNICATION

DATE: October 16, 2023

FROM: Tyson Cheek, Chief of Police

AGENDA ITEM: Consideration and possible action to sign Local Agreement Respecting Forfeited Contraband Under Chapter 59 and Article 18.18, Texas Code, between the Chief of Police of Sanger Texas and the District Attorney’s office of Denton County.

SUMMARY:

- The most recent agreement with Denton County regarding forfeitures was cancelled by the Denton County District Attorney’s office via written notification.
- The District Attorney’s office has delivered the updated version of this agreement.
- Changes to the document cover personal property. Cryptocurrency, jewelry, stocks, bonds, securities, precious metals, negotiable instruments and coins.
- While it has been rare that the Sanger PD has seized assets via forfeiture in the past, this agreement is a necessary part of the process as all forfeitures are done through the District Attorney’s office.

FISCAL INFORMATION:

Budgeted: No Amount: GL Account:

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

Copy of document from the District Attorney’s office cancelling the prior agreement.
Copy of new local agreement from the District Attorney’s office.



Paul Johnson

Criminal District Attorney
Denton County Courts Building
1450 E. MCKINNEY, STE 3100
P. O. BOX 2344
DENTON, TEXAS 76202

Main Number 940-349-2600
Main Fax 940-349-2601

Hot Checks 940-349-2700
www.dentoncounty.com

August 29, 2023

SANGER POLICE DEPARTMENT
P.O. Box 578
Sanger, Texas 76266

**NOTICE OF INTENT TO TERMINATE EXISTING LOCAL AGREEMENT
AND ENTER INTO NEW LOCAL AGREEMENT**

RE: Local Agreement between the Denton County District Attorney’s Office and LOCAL AGENCY in regards to seizures filed under Chapter 59 and Article 18.18 of the Texas Code of Criminal Procedure in Denton County, Texas

Dear Whom It May Concern:

Your Agency is receiving this notice because a local agreement currently exists between your Agency and the Denton County District Attorney’s Office in regards to distribution of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure “hereinafter Existing Local Agreement.”

Our office has seen an increase in personal property consisting of stocks, bonds, securities, Cryptocurrencies, negotiable instruments, jewelry, precious metals, and coins. These items are being used as a means of hiding proceeds from law enforcement. Additionally, there has been an increase in negotiated cash settlements in lieu of forfeiting property. In response, our office is adjusting the local agreements with each of our agencies.

Accordingly, the first purpose of this Notice is to inform you that Denton County District Attorney’s Office is terminating the above-referenced Agreement under and in accordance with the Article IV of the Existing Local Agreement, which states that either party can terminate the agreement with thirty (30) days prior written notice. The Existing Local Agreement **shall**

Notice of Intent to Terminate and Enter Into New Local Agreement

terminate September 31, 2023.

The second purpose of this letter is to enter into a new local agreement that would govern **both Chapter 59 and Article 18.18 forfeiture** cases handled by the Denton County District Attorney's Office filed on behalf of your Agency "hereinafter New Local Agreement." The New Local Agreement is attached for your review and signature. Once executed by all appropriate parties and received by our office, the New Local Agreement **shall take effect on October 1, 2023.**

Please review and sign the attached document. Should you have any questions regarding this Notice or the New Local Agreement, please do not hesitate to contact me.

Sincerely,



Sheena Molsbee
Assistant District Attorney
Denton County, Texas
940-349-2760
sheena.molsbee@dentoncounty.gov

Enclosures

*Local Agreement Respecting Forfeited Contraband Under Chapter 59
and Article 18.18, Texas Code of Criminal Procedure*

**LOCAL AGREEMENT RESPECTING FORFEITED CONTRABAND
UNDER CHAPTER 59 AND ARTICLE 18.18, TEXAS CODE
OF CRIMINAL PROCEDURE
DENTON COUNTY, TEXAS**

SANGER POLICE DEPARTMENT

This LOCAL AGREEMENT is made and entered into by and between the SANGER POLICE DEPARTMENT, hereinafter “the AGENCY,” and the Denton County Criminal District Attorney’s Office, hereinafter “the DISTRICT ATTORNEY.”

WITNESSETH:

WHEREAS, the AGENCY and the DISTRICT ATTORNEY desire to enter into an agreement regarding disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure and Article 18.18 of the Texas Code of Criminal Procedure; and

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure provides for the forfeiture to the State of Texas of property found to be “contraband” as defined by Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, Article 18.18 of the Texas Code of Criminal Procedure provides for forfeiture, to the State, any political subdivision of the State, or to any institution or agency, of items believed to be gambling paraphernalia, devices, equipment, real (gambling property), cash proceeds, prohibited weapons, criminal instruments, and other contraband as defined under Article 18.18 of the Texas Code of Criminal Procedure.

WHEREAS, the DISTRICT ATTORNEY represents the State of Texas in all cases regarding the forfeiture of contraband seized in Denton County, Texas, pursuant to Chapter 59 of the Code of Criminal Procedure and Article 18.18 of the Code of Criminal Procedure.

NOW, therefore, this Local Agreement is hereby made and entered into by the AGENCY and the DISTRICT ATTORNEY for the mutual consideration stated herein:

ARTICLE I.

A. In consideration for the services provided by the AGENCY and the DISTRICT ATTORNEY associated with the forfeiture of contraband, the AGENCY and the DISTRICT ATTORNEY agree to the following disposition of contraband forfeited under Chapter 59 of Texas Code of Criminal Procedure:

- (1) The AGENCY will receive eighty percent (80%) and DISTRICT ATTORNEY twenty percent (20%) of all **currency** seized and forfeited.
- (2) Personal property consisting of stocks, bonds, securities, Cryptocurrencies, negotiable instruments and other documents representing things of value, jewelry, precious metals, and coins shall be sold and the proceeds allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Article I, Section (A)(1) above. For all other personal property the AGENCY will receive, one hundred percent (100%) of the proceeds from the sale of **personal property**

seized and forfeited that the AGENCY does not use in its law enforcement operations.

- (3) The AGENCY shall pay the DISTRICT ATTORNEY the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for each final judgment obtained for the forfeiture of a **motor vehicle**. If a motor vehicle is the subject of a final judgment of forfeiture, the AGENCY has the option of taking title to said vehicle and using it for law enforcement purposes in the investigation of alleged violations of the criminal laws of the State of Texas pursuant to the requisites of Chapter 59 of the Texas Code of Criminal Procedure. All costs associated with the use of the motor vehicle shall be borne by the party using said vehicle.
- (4) Proceeds from the sale of **real property** seized and forfeited shall be negotiated between the AGENCY and the DISTRICT ATTORNEY on a case-by-case basis prior to commencement of litigation by the DISTRICT ATTORNEY.
- (5) On property seized other than, cash proceeds, the DISTRICT ATTORNEY may endeavor to negotiate a cash settlement in lieu of forfeiture of the property. Any money received in this manner shall be allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Section (A)(1) above.
- (6) The AGENCY shall pay for all court costs and litigation expenses related to forfeiture proceedings. All costs of title searches and title policies for the forfeiture of real property shall be paid by the AGENCY. All other costs and expenses related to forfeiture proceedings, including the costs of storage, maintenance and auctions of vehicles and property held pending a final forfeiture judgment, shall be paid by the AGENCY.
- (7) It is further specifically agreed by the parties that if special circumstances dictate that a different percentage other than that set out in this Local Agreement should be awarded to the DISTRICT ATTORNEY, that this Local Agreement may be specifically modified in writing by the written consent of both parties prior to the commencement of litigation by the DISTRICT ATTORNEY.

B. All currency seized by the AGENCY under Chapter 59 of the Texas Code of Criminal Procedure shall be deposited in an interest-bearing bank account held by the AGENCY and containing only funds acquired pursuant to Chapter 59 of the Texas Code of Criminal Procedure until a final judgment is rendered. AGENCY shall then transfer currency to the DISTRICT ATTORNEY as noted in Article I, Section A(1) above. Payments to DISTRICT ATTORNEY shall be made pursuant to Article III.

C. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all of the DISTRICT ATTORNEY's share of forfeited currency; all proceeds from the sale of personal property; all proceeds from the sale of real property; the flat fee of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for forfeited motor vehicles; and the negotiated cash settlements shall be deposited into a special fund in the County Treasury to be used by the DISTRICT ATTORNEY solely for the official purposes of the office of the DISTRICT ATTORNEY.

D. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all currency and proceeds from the sale of real property, motor vehicles and personal property received by the AGENCY shall be deposited in a special fund in the City Treasury to be used by the SANGER POLICE DEPARTMENT solely for law enforcement purposes.

ARTICLE II.

A. In consideration for the services provided by the AGENCY and the DISTRICT ATTORNEY associated with the forfeiture of gambling paraphernalia, devices, equipment, real (gambling property), cash proceeds, prohibited weapons, criminal instruments, and other contraband as defined, the AGENCY and the DISTRICT ATTORNEY agree to the following disposition of the forfeited property and proceeds under Article 18.18 of Texas Code of Criminal Procedure:

- (1) The AGENCY will receive eighty percent (80%) and DISTRICT ATTORNEY twenty percent (20%) of all **currency** seized and forfeited.
- (2) On property seized other than cash proceeds, the DISTRICT ATTORNEY may endeavor to negotiate a cash settlement in lieu of forfeiture of the property. Any money received in this manner shall be allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Section (A)(1) above.
- (3) The AGENCY will receive one hundred percent (100%) of the proceeds from the sale of **all other property** seized and forfeited, but not negotiated to cash settlements, that the AGENCY does not use in its law enforcement operations.

B. All currency seized by the AGENCY under Article 18.18 of the Texas Code of Criminal Procedure shall be deposited in an interest-bearing bank account held by the AGENCY and containing only funds acquired pursuant to Article 18.18 of the Texas Code of Criminal Procedure until a final judgment is rendered. AGENCY shall then transfer currency to the DISTRICT ATTORNEY as noted in Article II, Section A(1) above. Payments to DISTRICT ATTORNEY shall be made pursuant to Article III.

C. In accordance with Article 18.18 of the Texas Code of Criminal Procedure, all of the DISTRICT ATTORNEY's share of forfeited currency and the negotiated cash settlements shall be deposited into a special fund in the County Treasury to be used by the DISTRICT ATTORNEY solely for the official purposes of the office of the DISTRICT ATTORNEY.

D. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all currency and proceeds from the sale of forfeited property received by the AGENCY shall be deposited in a special fund in the City Treasury to be used by the SANGER POLICE DEPARTMENT solely for law enforcement purposes.

ARTICLE III.

This Local Agreement shall apply to currency, real property, personal property and motor vehicles seized for forfeiture purposes by the AGENCY effective upon date of signature by all parties. Currency, real property, motor vehicles and personal property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken. Payments to the DISTRICT ATTORNEY shall be made monthly. Each payment shall be based upon the amount of currency forfeited to the State of Texas in that period; upon the proceeds of the sale of forfeited personal property in that period; upon the proceeds of the sale of forfeited real property in that period; upon the flat fee of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for all motor vehicles forfeited to the AGENCY in that period; and upon the cash settlements negotiated in lieu of forfeiture to the

AGENCY. All costs of court proceedings shall be paid by the AGENCY including the cost of titles searched and title policies issued.

ARTICLE IV.

In the event of a special circumstance where the DISTRICT ATTORNEY is required to expend significant time and effort in planning for a forfeiture case, it will be developed as a joint investigation with the AGENCY with the option of the percentage apportioned between parties being modified in a manner commensurate with the time and effort required by each of the Parties and a written Addendum to this Local Agreement will be executed by the parties as it pertains to the particular seizure.

ARTICLE V.

The term of this Local Agreement shall be for a period of one (1) year from the date of execution of this agreement. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeiture under this Agreement filed prior to the termination date, however, shall not be affected by such notices.

ARTICLE VI.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for the AGENCY:

SANGER POLICE DEPARTMENT
P.O. Box 578
Sanger, TX 76266

If intended for the DISTRICT ATTORNEY:

Denton County Criminal District Attorney
1450 E. McKinney Street, Suite 3100
Denton, Texas 76209

SIGNED on this the _____ day of _____, 2023.

CRIMINAL DISTRICT ATTORNEY
DENTON COUNTY, TEXAS

SANGER POLICE DEPARTMENT

Paul Johnson
Criminal District Attorney
Denton County, Texas

Chief of Police

CITY OF SANGER

Mayor



CITY COUNCIL COMMUNICATION

DATE: October 16, 2023

FROM: Ronnie Grace, Director of Electric

AGENDA ITEM: Consideration and possible action on the Denton Municipal Electric (DME) Mutual Aid agreement and authorizing the City Manager to execute said agreement and all necessary documents.

SUMMARY:

- This agreement would provide mutual electric support to both Denton Municipal Electric and Sanger Municipal Electric in the event of an electrical emergency.
- This agreement memorializes the mutual aid both electric departments have provided to each other in the past.
- The agreement includes provisions for reasonable reimbursable costs.

FISCAL INFORMATION:

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

RECOMMENDED MOTION OR ACTION:

Staff recommends approval.

ATTACHMENTS:

DME mutual aid template 2023

MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement (this “Agreement”) agrees to render aid to any of the other Signatories as follows (the party to this Mutual Aid Agreement that is requesting aid in a Request For Aid (as hereinafter defined) is referred to herein as “Requesting Signatory”, and the party that is requested to provide aid in the Request for Aid is referred to herein as the “Aiding Signatory”):

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity, including without limitation, the work to be performed and materials, supplies, personnel, and/or equipment the Requesting Signatory is requesting from the Aiding Signatory (“Request for Aid”). The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement.
- 2.) Discretionary rendering of aid. The decision to render aid and the extent and limitations of the aid rendered (including the materials, supplies, personnel, and/or equipment to be provided by the party rendering aid) is entirely at the discretion of the Aiding Signatory. Nothing in this Agreement commits, binds, or otherwise obligates an Aiding Signatory to respond to any particular Request For Aid. This Agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds. An Aiding Signatory reserves the right to recall any and all materials, supplies, personnel, and/or equipment, at any time. It is acknowledged and agreed that the decision to terminate aid and recall materials, supplies, personnel, and/or equipment lies solely with the Aiding Signatory.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all personnel and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
 - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
 - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
 - c.) Transportation. The Aiding Signatory shall transport the personnel and equipment it is providing by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - d.) Materials and supplies. Charges for materials and supplies furnished or used by the Aiding Signatory shall be the reasonable replacement cost of such materials and supplies.
 - e.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Agreement on the date indicated. Each party hereto represents that they have the authority to enter into this Agreement.

CITY OF SANGER, TEXAS

BY: _____
JOHN NOBLITT, CITY MANAGER

ATTEST:

BY; _____
KELLY EDWARDS, CITY SECRETARY

APPROVED AS TO FORM:

BY: _____
HUGH COLEMAN, CITY ATTORNEY

CITY OF DENTON, TEXAS

BY: _____
SARA HENSLEY, CITY MANAGER

ATTEST:
JESUS SALAZAR, CITY SECRETARY

BY: _____
JESUS SALAZAR, CITY SECRETARY

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____
MACK REINWAND, CITY ATTORNEY

CITY OF DENTON ADDENDUM

Command Responsibility at Response Site: The employee of the Requesting Signatory in charge at the site to which the response is made shall be the individual in charge of the operations (“Requesting Signatory Supervisor”) and thus Aiding Signatory Supervisor (as hereinafter defined) shall serve under the Requesting Signatory Supervisor; PROVIDED THAT, the Aiding Signatory’s equipment, supplies, and personnel shall be under the direct and immediate supervision of an employee of the Aiding Signatory (“Aiding Signatory Supervisor”). If the Requesting Signatory Supervisor specifically requests the Aiding Signatory Supervisor assume operational control, neither the Requesting Signatory Supervisor who makes such request nor the Requesting Signatory shall, by relinquishing operational control, be relieved of responsibility for the operation.

INDEMNIFICATION: REQUESTING SIGNATORY HEREBY AGREES, TO THE EXTENT PERMITTED BY THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, TO INDEMNIFY, DEFEND AND HOLD AIDING SIGNATORY, AND ITS MEMBERS, AFFILIATES, PARTNERS, CLIENTS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY LOSS, COST, DAMAGE AND EXPENSE (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS’ FEES AND COURT COSTS) OF WHATEVER KIND (I) SUFFERED OR INCURRED BY ANY PERSON OR ORGANIZATION (INCLUDING ANY CONTRACTOR(S) ENGAGED BY REQUESTING SIGNATORY OR ANY EMPLOYEES OF REQUESTING SIGNATORY, OR ITS CONTRACTORS), AND (II) ARISING DIRECTLY OR INDIRECTLY FROM THE PERFORMANCE OF THE SERVICES UNDER THIS AGREEMENT AND/OR FROM REQUESTING SIGNATORY’S BREACH OF THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH LOSS, COST, DAMAGE, OR EXPENSE IS DUE TO THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AIDING SIGNATORY.

Dispute Resolutions:

If a dispute arises between the parties to this Agreement, the party claiming that a dispute has arisen shall provide to the other party immediate written notification, in accordance with the Notification Section of this Agreement, setting forth the specific nature of such dispute.

Upon the giving of the notice referenced above, the parties agree that they shall attempt to resolve the dispute by informal discussions. Each party commits to participate in these efforts in a timely manner and in good faith.

If such informal efforts are not successful, the parties may submit the dispute to non-binding mediation. Any costs for the mediator shall be shared equally between the parties.

In the event of any litigation arising out of the performance of this Agreement, it is agreed

that the Courts of the County of Denton, State of Texas, shall be courts of proper venue. Further, in addition to any other relief, the Court may award the substantially prevailing party reasonable attorneys' fees and costs.

Notice: Any notice under this Agreement is to be in writing and shall be delivered by (a) United States certified first class mail, postage prepaid, return receipt requested, (b) personal delivery, (c) facsimile, with printed confirmation, (d) electronic transmission (e-mail), or (e) nationally recognized overnight carrier to the appropriate party using the following respective addresses:

To City of Denton, Texas: City of Denton, Texas
215 E. McKinney Street
Denton, TX 76201
Attn: City Secretary's Office
Fax: (940) 349-8596
E-Mail: citysecretary@cityofdenton.com

To City of Sanger, Texas City of Sanger, Texas
502 Elm Street
Sanger, Texas 76266
Attn: City Secretary's Office
citysecretary@sangertexas.org

With a copy to: _____
Attn: _____
Fax: _____
E-Mail: _____

Notice will be deemed given forty-eight (48) hours after deposit into the United States Mail if sent by certified mail; when received if delivered personally, by facsimile or by e-mail (provided that if the fax or e-mail is received by the addressee, as evidenced by the fax confirmation or e-mail confirmation of the addressee, after 5:00 p.m. on the day the fax or e-mail is sent, such notice shall be deemed effective on the next business day); or twenty-four (24) hours after deposit if sent by nationally recognized overnight carrier.

Either party may at any time change its address for notice by providing written notice of same to the other party in accordance with the notice provisions set forth above.

Insurance: Each party agrees to maintain insurance coverage for its own equipment and personnel, whether through third-party insurance, self-insurance, or membership in an appropriate insurance pool providing equivalent coverage.



CITY COUNCIL COMMUNICATION

DATE: October 18, 2023

FROM: Casey Welborn, Assistant Fire Chief

AGENDA ITEM: Consideration and possible action on Interlocal Cooperation Agreement between Denton County and the City of Sanger Police and Fire Departments for the use of Denton County Radio Communications System.

SUMMARY:

- Interlocal Agreement Renewal
- County Services and Responsibilities
- Agency Responsibilities
- Revised Cost

FISCAL INFORMATION:

Budgeted: Yes Amount: \$4,704.00 GL Account: 20-5460 / 24-5460

Fire Department Annual Cost: \$2,880.00
Police Department Annual Cost: \$1,824.00
Total Cost: \$4,704.00

RECOMMENDED MOTION OR ACTION:

Staff recommends approval

ATTACHMENTS:

Interlocal Cooperation Agreement

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

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

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

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

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

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

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

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

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

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

I.

DEFINITIONS

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

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

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

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

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

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

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

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

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2023, and ending on the 30th day of September, 2024, unless terminated earlier pursuant to Section 7.1.

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

III.

OBLIGATIONS OF CITY OF SANGER

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

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

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

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

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

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

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

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

IV.

OBLIGATIONS OF THE COUNTY

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

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

4.3 The County is solely responsible for:

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

V.

FEES

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

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

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

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

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

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

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

VI.

PAYMENT DUE

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

VII.

TERMINATION

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

VIII.

RELEASE AND HOLD HARMLESS

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

IX.**IMMUNITY**

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

X.**ASSIGNMENT**

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

XI.**ENTIRE AGREEMENT**

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

**XII.
NOTICES**

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

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

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

**XIII.
AUTHORITY TO SIGN**

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

**XIV.
SEVERABILITY**

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

XV.

VENUE

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

XVI.

INTERPRETATION OF AGREEMENT

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

XVII.

REMEDIES

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

XVIII.

SUCCESSORS AND ASSIGNS

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

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF SANGER, TEXAS:

BY:

_____ Date: _____
 Thomas E. Muir, Mayor

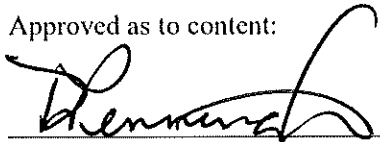
 City of Sanger

 P. O. Box 1729


 Sanger, TX 76266

 940-458-7930

Approved as to content:



 David Pennington, Fire Chief



 Tyson Check, Interim Chief of Police

Approved as to form:

 Attorney for Agency

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

BY:

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

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A
Denton County Sheriff's Office
Radio Communications System Agreement
FY23-24 Agency Payment Worksheet/Invoice

Agency:	City of Sanger Fire Department				
Payment Contact Person:	John Noblitt, City Manager and/or Kelly Edwards, City Secretary				
Phone Number:	940-458-7930				
Email(s):	jnoblitt@sangertexas.org and/or kedwards@sangertexas.org				
Address:	502 Elm Street / PO Box 1729				
City, State, Zip	Sanger, Texas 76266				
Agency Should Include this Worksheet with Each Payment Sent to Denton County.					
Make checks payable to:	Denton County				
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205				
Please select one of the following options:					
<u>Tier 1</u>			<u>Tier 3</u>		
Radio User <i>ONLY</i> - \$4 each per month			Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
FD Radio Subscribers	40	\$1,920.00	FD Radio Subscribers	40	\$2,880.00
Total Amt Per Year =		<u>\$1,920.00</u>	Total Amt Per Year =		<u>\$2,880.00</u>
BILLED ANNUALLY					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 **Tier 3**

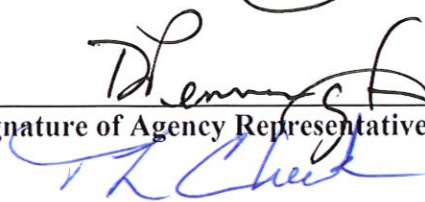
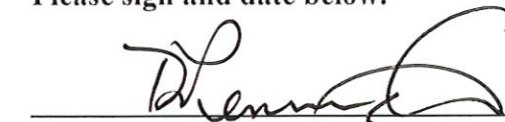
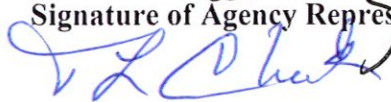
	<i>Fire Chief</i>	9.28.23
Signature of Agency Representative	Title	Date
<i>K. Cheek</i>	<i>Chief of Police</i>	<i>10/3/23</i>

Exhibit B
Denton County Sheriff's Office
Radio Communications System Agreement
FY23-24 Agency Payment Worksheet/Invoice

Agency:	City of Sanger Police Department	
Payment Contact Person:	John Noblitt, City Manager and/or Kelly Edwards, City Secretary	
Phone Number:	940-458-7930	
Email(s):	jnoblitt@sangertexas.org and/or kedwards@sangertexas.org	
Address:	502 Elm Street / PO Box 1729	
City, State, Zip	Sanger, Texas 76266	
Agency Should Include this Worksheet with Each Payment Sent to Denton County.		
Make checks payable to:	Denton County	
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205	
Tier 1		
Radio User Only - \$4.00 each per month		
PD Radio Subscribers 38		
Total Amt Per Year = \$1,824.00		
BILLED ANNUALLY		

Please sign and date below.

	<i>Fire Chief</i>	<i>9-28-23</i>
Signature of Agency Representative	Title	Date
	<i>Chief of Police</i>	<i>10/3/23</i>



CITY COUNCIL COMMUNICATION

DATE: October 16, 2023

FROM: Ryan Nolting, Parks & Recreation Director & Shani Bradshaw, Economic Development Director.

AGENDA ITEM: Consideration and possible action on authorizing staff to issue an RFQ for Conceptual Renderings for Porter Sports Park Phase 2.

SUMMARY:

- Staff is seeking approval for an RFQ for Conceptual Design for Porter Sports Park Phase 2
- Utilization of design services will allow for a more comprehensive and customized plan for the next phase of Porter Sports Park.
- The Sanger Development Corporation (4B) has allocated funding for the conceptual rendering design services.
- Approved Recommendation of the Sanger 2040 Comprehensive Plan.

FISCAL INFORMATION:

Budgeted: Yes

Amount: \$75,000

GL Account: 76-5430

RECOMMENDED MOTION OR ACTION:

Staff recommends approval to move forward on the RFQ for Conceptual Design for Porter Park Phase 2.

ATTACHMENTS:

- City Council Communication
- Porter Park Phase 2 RFQ
- Professional Services Agreement
- Park Boundary Map



**CITY OF SANGER, TEXAS
REQUEST FOR QUALIFICATIONS (RFQ)**

RFQ-2023-03

**CONCEPTUAL RENDERINGS FOR
PORTER SPORTS PARK PHASE 2**

PROPOSAL DUE DATE:

12:00 Noon Central Time

Tuesday, Nov. 21st, 2023

ISSUED BY:

CITY OF SANGER

PARKS & RECREATION DEPARTMENT

SECTION 1. INTRODUCTION:

Purpose

The City of Sanger invites qualified firms to provide conceptual renderings for currently undeveloped parkland in the south east area of Sanger. This 45-acre park will be a great addition to the Sanger area with the primary focus on baseball fields.

SECTION 2. COMMUNITY PROFILE:

City Overview

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

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

SECTION 3. PROJECT BACKGROUND:

The City recently adopted a new comprehensive plan called Sanger 2040 Comprehensive Plan. This plan is meant to be a guideline for future development. This park provides Sanger residents with access to a range of active and passive green space at the same time, strengthen the opportunity for outdoor activity and education.

SECTION 4. SCOPE OF SERVICES AND DELIVERABLES:

The city invites qualified firms to submit a proposal for providing the City of Sanger with conceptual renderings for approximately 45 acres of currently undeveloped parkland. Baseball fields will be the primary activity of this park with the focus of one Miracle Field. Other elements the city would like to see included:

- Open Space
- Walking Trails
- Disc Golf
- Covered Playground
- Pickle Ball
- Pavilion
- Event Parking

SECTION 5. INFORMATION PROVIDED BY THE CITY:

Maps and the Sanger 2040 Comprehensive Plan can be found on the City's website.

SECTION 6. TIMELINE:

It is expected that a contract will be executed between the City and the selected consulting firm within forty-five (45) days of the due date for proposals. It is anticipated that the project will be completed within six (6) months from the signing of the contract.

SECTION 7. SUBMISSION DETAILS:**Statement of Qualifications**

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

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

SECTION 8. SUBMISSION INSTRUCTION

STATEMENT OF QUALIFICATIONS MUST BE RECEIVED BY

12:00 NOON (CENTRAL TIME) NOVEMBER 21, 2023

SUBMISSIONS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED

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

Ryan Nolting

Director of Parks
& Recreation

City of Sanger
502 Elm Street
Sanger, TX 76266

Phone: 940-458-2059

Email: rnolting@sangertexas.org

The proposals will be publicly recognized at the same location (City Hall, 502 Elm St, Sanger TX 76266) at **2:00 PM (Central Time) on November 21, 2023.**

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

Questions should be directed to Ryan Nolting, Director of Parks & Recreation, at the contact information listed above.

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

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

- Overall responsiveness and quality of the proposal in clearly stating an understanding of the project.
- Experience and knowledge in developing similar plans by consultant personnel who will be directly involved with the project.
- The experience and availability of support staff for the project.
- The ability to complete the plan within the given timeframe.
- References.

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

limited to, the fee structure and terms of the contract, with the proposing firm selected.

A. DISCLAIMER

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

B. AGREEMENT FOR PROFESSIONAL SERVICES

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

C. ADDITIONAL INFORMATION:

1. A person or business that contracts with Sanger or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this guideline. The form contains mandatory disclosures regarding "employment or business relationships" with a municipal officer. Officials may be asked to clarify or interpret various portions of the questionnaire.
2. Compliance with HB 89. A person or business that contracts with Sanger or who seeks to contract with the City shall not boycott Israel at any time while providing products or services to the City of Sanger. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
3. Respondent verifies that it does not boycott energy companies and will not boycott energy companies during the term of this contract, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
4. Respondent verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association, as those terms are defined by Chapter 2274, Government Code. This requirement does not apply to companies with fewer than ten full-time employees; or contracts that are less than \$100,000.00.
5. Compliance with SB 252. A person or business that contracts with Sanger or who

seeks to contract with the City shall not do business with Iran, Sudan, or a foreign terrorist organization while providing products or services to the City of Sanger.



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

Signature

Company

Date

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is entered into this ____ day of _____, 20____ by and between **XXXXXX** (“PROFESSIONAL”) and the **CITY OF SANGER, TEXAS**, a municipal corporation of the State of Texas (“CITY”). For convenience, the PROFESSIONAL and the CITY may sometimes be referred to herein collectively as “parties” and individually as a “party.”

WITNESSETH

WHEREAS, CITY desires to engage PROFESSIONAL to provide professional services as more fully described on Exhibit “A” attached hereto and incorporated herein by reference; and

WHEREAS, PROFESSIONAL agrees to provide such work and services for CITY in accordance with the terms of this Agreement;

NOW, THEREFORE, for the mutual promises set forth herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **Employment of PROFESSIONAL.**

(a) CITY agrees to engage PROFESSIONAL and PROFESSIONAL hereby agrees to perform the services described in Exhibit “A” attached hereto and incorporated herein by reference.

(b) Notwithstanding anything to the contrary contained in this Agreement, CITY and PROFESSIONAL agree and acknowledge that CITY is entering into this Agreement in reliance on PROFESSIONAL’s special and unique abilities. PROFESSIONAL accepts the relationship of trust and confidence established between it and CITY by this Agreement. PROFESSIONAL acknowledges that PROFESSIONAL shall be solely responsible for determining the methods for performing the services described in Exhibit “A” attached hereto. PROFESSIONAL covenants with CITY to use its best efforts, skill, judgment, and abilities to perform the work required by this Agreement and to further the interests of CITY in accordance with CITY’s requirements, in compliance with applicable national, federal, state, municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. PROFESSIONAL warrants, represents, covenants, and agrees that all of the work to be performed by PROFESSIONAL under or pursuant to this Agreement shall be done (i) with the professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing under the same or similar circumstances and applicable professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be.

(c) PROFESSIONAL will be responsible for supplying all tools and equipment necessary for PROFESSIONAL to provide the services set forth in Exhibit "A" attached hereto.

2. **Compensation.** CITY agrees to pay PROFESSIONAL the fees set forth in Exhibit "A" attached hereto. Within fifteen (15) days of the end of the month within which services were rendered, PROFESSIONAL shall provide City an invoice specifying the services provided during the previous month and the total amount owed by City. Payment will be made by CITY within thirty (30) days of receipt of an invoice from PROFESSIONAL.
3. **Changes.** CITY may, from time to time require changes in the scope of services of PROFESSIONAL to be performed hereunder. Such changes, which are mutually agreed upon by and between CITY and PROFESSIONAL, shall be incorporated in written amendment to this Agreement.
4. **Services and Materials to be Furnished by CITY.** CITY shall furnish PROFESSIONAL with all available information and data PROFESSIONAL requests pertinent to the execution of this Agreement. CITY shall cooperate with PROFESSIONAL in carrying out the work herein and shall provide adequate staff for liaison with PROFESSIONAL.
5. **Ownership of Documents.** All reports, plans, specifications, computer files and other documents prepared by PROFESSIONAL for which PROFESSIONAL has been compensated pursuant to this Agreement shall be the property of CITY. PROFESSIONAL will deliver to CITY copies of the prepared documents and materials. PROFESSIONAL shall make all documents and related data and material utilized in developing the documents available to CITY for inspection whenever requested. PROFESSIONAL may make copies of any and all such documents and items and retain same for its files. PROFESSIONAL shall have no liability for changes made to or use of the drawings, specifications, and other documents by anyone other than PROFESSIONAL subsequent to delivery of the prepared documents and materials. However, any such change or other use shall be sealed by the individual making the change or use and shall be appropriately marked to reflect what was changed or modified.
6. **Term and Termination of Agreement.** This agreement will be for a period of _____ beginning on _____, and expiring on _____. Either party may terminate this agreement at any time by providing thirty (30) days written notice to the other party.
7. **Notices.** All notices, consents, demands, 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: John Noblitt
P.O. Box 1729
Sanger, TX 76266

And send a courtesy copy by email to:
jnoblitt@sangertexas.org

In case of Vendor, to:

And send a courtesy copy by email to:

Notwithstanding the foregoing, ordinary communications may be sent by electronic mail to the designated representatives of the City and Vendor.

- 8. **Completeness of Contract.** This Agreement and the documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. If there is any conflict between the terms of this Agreement and the documents attached hereto, the terms of this Agreement shall control, then Exhibit A CITY’S Request for Qualifications, then Exhibit B PROFESSIONAL’S Response to the Request for Qualifications. This Agreement may not be subsequently modified except by a writing signed by both parties.
- 9. **CITY Not Obligated to Third Parties.** CITY shall not be obligated or liable hereunder to any party other than PROFESSIONAL.
- 10. **Final Decisions.** Serving as a PROFESSIONAL to CITY, PROFESSIONAL shall advise all parties that final decisions shall be made by the City Council and/or City Manager.
- 11. **Indemnification.** PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR PROPERTY, CAUSED BY OR RESULTING FROM THE

NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBPROFESSIONAL OR SUPPLIER COMMITTED BY PROFESSIONAL, ITS AGENTS, OR CONSULTANTS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH PROFESSIONAL EXERCISES CONTROL, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (b) AND PROFESSIONAL WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.

THE INDEMNIFICATION UNDER THIS SECTION SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO PROFESSIONAL'S LIABILITY.

PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS SECTION (INDEMNIFICATION) SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. **Insurance.** PROFESSIONAL shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter the following minimum insurance:
- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability in an amount of not less than \$1,000,000.
 - B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
 - C. Statutory workers' compensation and employers' liability insurance as required by state law.
 - D. Professional liability insurance (Errors and Omissions) with a limit of \$1,000,000 per claim/annual aggregate.

PROFESSIONAL shall provide CITY with proof of insurance required hereunder prior to commencing work for CITY and CITY shall be named as an additional insured on the policy. PROFESSIONAL shall provide CITY with written notice of any coverage limit change on the insurance. Such policies shall name CITY, its officers, and employees as an additional insured and shall provide for a waiver of subrogation against CITY. PROFESSIONAL shall insure that all subcontractors comply with the same insurance requirements.

13. **Client Objection to Personnel.** If at any time after entering into this Agreement, CITY has any reasonable objection to any of PROFESSIONAL's personnel, or any personnel, professionals and/or consultants retained by PROFESSIONAL, PROFESSIONAL shall promptly propose substitutes to whom CITY has no reasonable objection, and PROFESSIONAL's compensation shall be equitably adjusted to reflect any difference in

PROFESSIONAL's costs occasioned by such substitution.

14. **Timeliness of Performance.** PROFESSIONAL shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
15. **Personnel.** All of the services required hereunder will be performed by PROFESSIONAL or under PROFESSIONAL's supervision, and all personnel engaged in the work shall be qualified to perform such services.
16. **Independent Contractor.** In performing the services under this Agreement, PROFESSIONAL is acting as an independent contractor. No term or provision hereof be construed as making PROFESSIONAL the agent, servant, or employee of CITY or as creating a partnership or joint venture relationship between PROFESSIONAL and CITY.
17. **Assignability.** The parties hereby agree that PROFESSIONAL may not assign, convey or transfer its interest, rights and duties in this Agreement without the prior written consent of CITY.
18. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.
19. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought to interpret or enforce the terms of this Agreement shall lie in Denton County, Texas.
20. **No Third-Party Beneficiary.** For purposes of this Agreement, including its intended operation and effect, the parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY and PROFESSIONAL, or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations they owe to either CITY or PROFESSIONAL.
21. **Exhibits.** The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
22. **Conflicts of Interest.** By signature of this Agreement, PROFESSIONAL warrants to CITY that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including business or personal financial interests, direct or indirect, in property abutting the proposed project and business relations with abutting property owners, or with elected officials or employees of CITY. PROFESSIONAL further warrants that it will make disclosure in writing of any conflicts of interest that develop subsequent to the signing of this Agreement and prior to final payment under the Agreement. PROFESSIONAL warrants that it has submitted to CITY a completed Conflicts of Interest Questionnaire as

required by Chapter 176 of the Texas Local Government Code.

23. **Authority to Sign.** The parties hereby warrant and represent that the undersigned persons have full authority and are duly authorized to sign on behalf of their respective principals and that such principals have duly authorized the transaction contemplated by this Agreement.
24. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

IN WITNESS WHEREOF, CITY and the PROFESSIONAL have executed this Agreement as of the date first written above.

CITY OF _____, TEXAS

By: _____
Print Name: _____
Title: _____

Approved as to Form

Hugh Coleman
City Attorney
City of Sanger

[PROFESSIONAL’S NAME]

By: _____
Print Name: _____
Title: _____

EXHIBIT A: CITY REQUEST FOR QUALIFICATIONS

EXHIBIT B: RESPONSE TO REQUEST FOR QUALIFICATIONS



Porter Sports Park Phase II
45 Acres
Undeveloped Land
East of Current Porter Park



CITY COUNCIL COMMUNICATION

DATE: October 16, 2023

FROM: Alina Ciocan, Assistant City Manager

AGENDA ITEM: Consideration and possible action on Resolution No. 2023-15 adopting a Purchasing Policy.

SUMMARY:

- In FY 22-23, City Administration implemented a new internal program designed to analyze the various functions of the organization with the goal of optimizing operations and providing better services to our residents.
- As part of this effort, Purchasing was the first function to be reviewed.
- Through this review process, updating the City’s Purchasing Policy & Procedure Manual has been identified as a necessary step in establishing an even more robust Purchasing program.

FISCAL INFORMATION:

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

RECOMMENDED MOTION OR ACTION:

N/A

ATTACHMENTS:

- Resolution No. 2023-15
- Purchasing Policy & Procedures Manual

CITY OF SANGER, TEXAS

RESOLUTION NO. 2023-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANGER, TEXAS, TO ADOPT A PURCHASING POLICY AND PROCEDURES MANUAL; AUTHORIZING ITS EXECUTION, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is prudent to establish sound purchasing policies and procedures for the City; and

WHEREAS, The Purchasing Policy and Procedures Manual establishes the internal process to be utilized to ensure that proper procurement methods are followed and are in compliance with the City Charter, State and Federal laws, and good practices for local government; and

WHEREAS, these procedures and processes promote efficiency, effectiveness, equity and fairness in public purchasing; 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 adopts the Purchasing Policy and Procedures Manual attached hereto and incorporated herein as Exhibit “A”.

SECTION 3. That this resolution shall become effective from and after its date of passage.

PASSED AND APPROVED THIS THE 16TH DAY OF OCTOBER 2023.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary



Exhibit A

CITY OF SANGER

Purchasing Policy & Procedures Manual

City Council Adoption:

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Section 1: POLICY

1.1 PURPOSE & POLICY

It is the policy of the City to conduct procurement functions efficiently, effectively, and in full compliance with all federal and state laws, the City Charter, and City policies and procedures.

The purpose of the Purchasing Policy is to provide guidance to all employees regarding procurement-related activities. Purchasing is a function of all departments. Department Directors, Assistant Directors, and Managers are responsible for ensuring that departmental purchases are in compliance with the City's Purchasing Policy and approved budget.

Purchasing procedures are subject to the following:

- All purchasing shall adhere to sound purchasing policies to ensure that Sanger taxpayers receive the best value for city purchases.
- All purchasing shall be made in accordance with the laws of the State of Texas, including Chapters 252 and 271 of the local government code, City Charter, and City administration policy and procedures.
- Purchasing activities will be managed with proper controls, and all requisitions will be processed in a timely manner to ensure sufficient practices.
- It is the policy of the City to obtain City Council approval on any expenditures of \$50,000 or greater in accordance with State Statutes.
- In accordance with the city charter, the city council shall have the right to reject any and all bids.

1.2 AUTHORITY

The City Council's authority to contract for all goods and services is delegated to the City Manager as outlined in this policy and to those employees to whom the City Manager delegates that responsibility.

The Chief Financial Officer interprets this policy. Any questions regarding the Chief Financial Officer's interpretation and/or application of the policy may be taken to the City Manager for review and consideration. The City Manager shall resolve any question about any interpretation and/or application of the policy when there is a conflict.

Policy administration rests with the City management, and City management reserves sole authority to administer City operations.

Amendments and/or updates to the City of Sanger Purchasing and Procedures Manual must be approved by resolution of the City Council. The City Manager, as authorized by the City Council, may amend, revise, and make certain changes to the Purchasing and Procedures Manual as deemed necessary in the event said changes do not have the effect of revising the original force and intent of the policy and procedures set forth and adopted by City Council.

1.3 ENFORCEMENT

It shall be the authority of the City Manager and Finance Director to enforce all procurement procedures.

A violation is defined as an employee's action or omission that indicates a disregard for purchasing laws, policies, or procedures. A violation also may be noted if the employee's action was unintentional but violates federal law, state law, city charter, policies, or procedures.

Personnel who attempt to contract in the name of the City, or make authorized or unauthorized purchases outside the scope of this policy, may be subject to disciplinary action up to and including termination, legal action, and personal financial liability.

If an officer or employee fails to comply with the competitive bidding or competitive proposal procedures required by law, that person may be charged with a Class B misdemeanor. This includes a situation where the officer or employee knowingly or intentionally authorizes separate, sequential, or component purchases to avoid competitive bidding requirements.

Texas Local Government Code §§ 252.062, 252.063, and 271.029 provide criminal penalties for officers and employees who knowingly violate state purchasing statutes.

1.4 LEGISLATIVE UPDATES

Any amendments to State or Federal law will automatically take effect on the date as stated in the legislation.

1.5 ADDITIONAL RESOURCES

For additional information, the following are listed for reference:

- Texas Local Government Code, Chapter 252
<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.252.html>
- Texas Local Government Code, Chapter 271
<https://statutes.capitol.texas.gov/Docs/LG/htm/LG.271.html>
- TML – Municipal Procurement Made Easy
<https://www.tml.org/351/Purchasing>

Section 2: PURCHASING ETHICS

It is the policy of the City of Sanger that the following ethical principles govern the conduct of all employees involved, directly or indirectly, in the City's procurement process.

2.1 DEFINITIONS

Vendor is defined as a person or business that enters or seeks to enter into a contract with the City.

Family Member means a person related to another person within the third degree of consanguinity.

Family Relationship is a relationship between a person and another person within the second degree of affinity.

Gift means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest.

2.2 PURCHASING CODE OF ETHICS

A special responsibility is imposed on all City of Sanger employees entrusted with allocating City funds. Employees are held to the highest degree of integrity in government procurement to secure the best financial results and comply with the procurement process.

Employees involved in purchasing and purchasing-related functions must remain independent, free of obligation or suspicion, and entirely fair and impartial. Credibility and public confidence are vital throughout the purchasing process. Every person employed by the City of Sanger and performing public purchasing and purchasing-related functions shall abide by this code of ethics.

- Refrain from holding business meetings with suppliers outside the office. If such a meeting is necessary, carefully choose the location so there will be no perception by others in the business community or your peers of impropriety.
- Adhere to lawful instructions, using reasonable care, and only granted authority. Strive
- to continually increase competition in supplier selection and endeavor to prevent any collusive activities among suppliers. Avoid soliciting or accepting money, loans, credits, and acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence or appear to influence supply management decisions.
- Handle confidential or proprietary information with due care and proper consideration. Receive consent from the originator of confidential information or proprietary ideas and designs before using them for competitive purchasing purposes.
- Treat supplies equitably, without preference or discrimination, and without imposing
- unnecessary constraints on the competitive market.
- Avoid the intent and appearance of unethical or compromising practices in relationships, actions, and communications with vendors.

-
- Refrain from conducting any private business or professional activity that would result in a conflict of interest between the employee and employer.
 - Prohibit business relationships with persons with whom you are family member or with whom you have a family relationship.

2.3 NO EMPLOYEE INTEREST IN EXISTING CONTRACT

Employees may not have any financial or other interest, in any proposed or existing contract, purchase (materials & supplies), work, sale, or service to, for, with, or by the City.

- A. Use of City employment, authority, or influence for personal betterment, financial or otherwise, is prohibited.

2.4 CONFLICT OF INTEREST

City employees and officials must become familiar with the requirements in Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers; and Texas Local Government Code Chapter 171, Regulation of Conflicts of Interest of Officers of Municipalities; and the penalties provided therein.

If a conflict exists, the employee shall notify the Chief Financial Officer in writing and remove himself or herself from the City purchasing process.

2.5 GRATUITIES (GIFTS AND ENTERTAINMENT)

Employees shall not solicit or accept money, loans, gifts, favors or anything of value from current or potential vendors/contractors that might influence or appear to influence a purchasing decision or the City procurement process. If anyone is in doubt about whether a specific transaction complies with the policy, the person should disclose the transaction to the Chief Financial Officer for a determination of compliance.

- A. The purpose of the policy governing gifts to public employees is to regulate attempts to influence employees to use their authority or discretion to the advantage of the person making the gift and prevent criminal conduct per City policy.
- B. No officer or employee of the City shall accept, directly or indirectly any gifts, privileges or employment from any corporation, business or entity enjoying business from the City. The City recognizes that food items may be received from citizens and vendors as a 'thank you' for service during holiday time and on other occasions. Such offerings, including gift donations, are permissible and should be made for the enjoyment of everyone as available in that particular department, division, or worksite.

- C. Items that are not consumable on the premises shall be returned, donated to a City program or community organization, or used as a door prize at a City event.
- D. This policy is not intended to prohibit the employee or department from accepting discounted values when carrying out departmental (non-personal) business or accepting courtesy generally extended to business or governmental organizations within reason.
- E. Employees can attend events, meals, and sponsored events from citizens and vendors at the discretion of the employee's supervisor.
- F. The City, as a whole, may accept consumable products as stated in item C above if the items are provided by a vendor that is not currently under evaluation through a procurement process.
- G. Questions regarding the acceptance of gifts should be channeled through the Chief Financial Officer.

2.6 SUPPLIER/VENDOR RELATIONS

Employees of the City must:

- A. Promote positive vendor relations through courtesy and impartiality in all phases of the procurement process;
- B. Handle confidential or proprietary information belonging to the City, fellow employees, or vendors with care and proper consideration of ethical and legal ramifications and governmental regulations;
- C. Never use information gained confidentially in the performance of duties for profit;
- D. Exhibit a friendly, cooperative, and yet objective relationship with all suppliers; this will help avoid the appearance of partiality in business dealings; and
- E. Actively strive to comply with City policies and federal and state laws regarding purchases from small businesses and those owned by minorities and other disadvantaged groups.

City employees must discharge their duties impartially to ensure suppliers have fair and competitive access to government procurement. City employees must conduct themselves in such a manner as to foster public confidence in the integrity of the City of Sanger procurement opportunities. Each employee must report any potential violations to the proper authorities.

Section 3: PURCHASING PROCEDURES

3.1 DEPARTMENT RESPONSIBILITIES

It is the responsibility of the Department Director and/or Authorized Designee to ensure the following:

- A. The appropriate budget has been identified and is available;
- B. The appropriate method of purchase has been identified. For any purchases expected to exceed \$50,000, the Finance Department should be consulted on ensuring the appropriate method of purchase is selected;
- C. City management and/or City Council approves of the purchase;
- D. City policy is being followed;
- E. State and Federal laws are being enforced;
- F. Documentation for the purchase is attached to the PO as requested
- G. Invoices are submitted within five (5) days of receipt to adhere to the provisions of the Prompt Payment Act as defined in section 9.

3.2 PURCHASING THRESHOLDS

Purchasing thresholds are established to ensure fair competition among available, responsible vendors. To effectively expedite and control purchases of goods and services that are subject to Local Government Code, Chapter 252, the City of Sanger has adopted the following purchasing thresholds. Employees should be aware that Chapter 252 of the Texas Local Government Code prohibits the use of “separate, sequential, or component purchases” to avoid competitive bidding requirements:

Component Purchase is a purchase of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

Separate Purchases are purchases made separately of items that in normal purchasing practices would be purchased in one purchase

Sequential Purchases are purchases made over a period of items that in normal purchasing practices would be purchased in one purchase.

At no time, shall purchases be broken down into smaller quantities or specialized activities so as to avoid the requirements stated below. This practice is against State law and City policy.

PURCHASES \$2,999.99 OR LESS

- A. An approved department representative may source these items directly.
- B. Multiple quotes are recommended, but not required for this threshold.
- C. Purchases must be made with the purchasing card, under an authorized vendor charge account, or by obtaining a purchase order prior to placing the order. The following documentation is required:

- Quote or proposal
- Contract executed by City Manager, if applicable. Insurance is required if the supplier is performing work on City property.
- Insurance certificate, if applicable.

PURCHASES \$3,000 TO \$49,999.99

- A. Requires three written quotes.
- B. Requires a documented attempt to contact two Historically Underutilized Businesses (HUBs) from HUB vendors within Denton County.
- C. A purchase must be made by obtaining a purchase order prior to placing the order. The following documentation is required:
 1. All quotes/proposals obtained for this purchase (minimum of three)
 2. HUB vendor information, if applicable. Indicate which HUB vendors were contacted. If no HUB vendors were identified, please indicate so.
 3. Contract executed by the City Manager, if applicable.
 4. Insurance certificate, if applicable. Insurance is required if the supplier is performing work on City property.

PURCHASES \$50,000+

Purchases in amounts of \$50,000 or greater are generally subject to requirements of the competitive bid process unless specifically exempted by State Law.

Exceptions to the \$50,000 Bid Threshold:

- E. Professional Services
- F. Emergency Purchases
- G. Disaster Purchases
- H. Sole Source Purchases
- I. Cooperative Purchases
- J. Other Exemptions as outlined in the Texas Local Government Code Chapter 252

APPROVAL AUTHORITY

AMOUNT	Approval Requirements				
	Level 1	Level 2	Level 3	Level 4	Review & Issuance
\$2,999.99 or less	Authorized Staff	Director			Finance
\$3,000 - \$24,999.99	Authorized Staff	Director			Finance
\$25,000 - \$49,999.99	Authorized Staff	Director	City Manager		Finance
\$50,000 +	Authorized Staff	Director	City Manager	City Council	Finance

3.3 EMERGENCY PURCHASES

Texas statutes generally allow the local government to make “emergency or exempted purchases” without competitive bidding as per Texas Local Government Code 255.022 “General Exemptions”. A political subdivision is generally exempted from competitive bidding or contacting Historically Underutilized Businesses (HUB) if one of the following occurs:

Public Calamity – In the case of a public calamity, the prompt purchase of items is required to provide for the needs of the public or to preserve the property of the political subdivision.

Preservation or Protection – The item is necessary to preserve or protect the health or safety of residents of the political subdivision.

Unforeseen Damage – The item is made necessary by unforeseen damage to public property. True emergencies almost always occur as a result of parts and labor needed for unforeseen repairs to equipment that must be kept operational. When an emergency occurs, the need for quotes will be eliminated; however, a written explanation must be indicated on the Statement of Compliance for Irregular Purchases

- A. If the product or service is over \$3,000 and under \$50,000, obtain the City Manager’s authorization. Once authorization has been received, submit a requisition to obtain a purchase order, then call the vendor to initiate repair services or order the needed materials. The Purchase Order should be prepared and approved by both the Department Director and the City Manager. Immediately, or as soon as feasible, submit a copy of the invoice to Purchasing.
- B. In the event the emergency expenditure exceeds \$50,000, follow the same procedures outlined in item A above, and prepare an agenda item and/or resolution for City Council approval to declare it an emergency and ratify payment for the products or services purchased.

- C. In extreme cases involving a disaster, an emergency declaration will be made. All purchases must be documented through proper state and federal forms and authorized by the Emergency Operations Center designated employee(s).
- D. An emergency created through neglect will not be processed as an emergency.

Typical examples of such neglect are:

- A. Depletion of stock due to lack of planning.
- B. Building or equipment needing repairs for some time suddenly becomes listed as an emergency overnight within a short period with no substantial reason or facts.
- C. Orders of materials for projects, most of which must be planned weeks or months ahead of time and requested just before desired use.

3.4 DISASTER PROCUREMENT

3.4.1 PURPOSE

This policy modifies the City of Sanger's normal procurement practices to assure that, in both emergency and exigent circumstances caused by a proclaimed disaster or emergency, the City of Sanger is able to acquire the goods and services required to address an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improve public and private property through cost-effective measures while still maintaining an effective purchasing process and complying with applicable local and state purchasing laws. Where the City is included in a major disaster or emergency declared by the President of the United States, this policy also assures that City purchases comply with Federal regulations applicable to FEMA disaster grant reimbursement as defined in Title 2 of the Code of Federal Regulations, Part 200. (2CFR Part 200)

3.4.2 DEFINITIONS

For the purposes of this policy, a proclaimed disaster or emergency exists if:

- A. The Governor has declared a state of emergency for an area that includes the geographic territory of the City of Sanger, or
- B. The Mayor of the City of Sanger has declared an emergency in the City.

Exigent circumstances are situations in which:

- C. A disaster or emergency has been proclaimed, and
- D. The public exigency for goods and services required to address an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures will not permit competitive solicitation.

Emergency Operations Center (EOC) is the centralized location of emergency response and recovery support operations during incidents.

Emergency Management Coordinator (EMC) is the employee delegated by the Mayor.

3.4.3 DELEGATIONS OF PURCHASING AUTHORITY IN EXIGENT CIRCUMSTANCES

- A. Delegation - If the City Manager determines that goods and services must be procured before the City Council is able to assemble and approve purchases, the City Manager has the authority, subject to the limitation set forth in subparagraphs 3.4.3 B and 3.4.3 C, to approve the immediate rental or purchase of any equipment, supplies, services or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.
- B. Limits of Single Purchase Authority - The City Manager or designee shall have the authority to make individual purchases up to \$10,000 on his or her signature alone. The City Manager shall have the authority to make purchases above \$10,000 up to a maximum of \$250,000 when countersigned by the Mayor or in the Mayor's absence countersigned by the Mayor Pro-tem, and in his or her absence, another council member.
- C. Limits of Aggregate Purchase Authority - The City Manager or designee shall have the authority to make aggregate purchases up to \$10,000 on their signature alone. The City Manager shall have the authority to make purchases in excess of \$10,000 up to a maximum of \$250,000 when countersigned by the Mayor or in the Mayor's absence countersigned by the Mayor Pro-tem, and in his or her absence, another council member.

3.4.4 DELEGATION OF AUTHORITY

Sub-Delegation: At any time that the City Manager is not available, his or her designee shall approve purchases as allowed in this section.

Sub-Delegation of Purchasing Authority: If neither the City Manager nor his or her designee is available, the following department heads have the authority to rent or purchase from the nearest available source any equipment, supplies, services, or other items necessary to respond to an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures, up to a maximum of \$10,000.

Department Heads include:

- Assistant City Manager
- Chief Financial Officer
- Police Chief
- Fire Chief

- Assistant Fire Chief
- Public Works Director

Administrative Procedures:

- A. As soon as possible, after purchases are made under this section, the City Manager, his or her designee, or department head shall submit to the Finance Director a requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.
- B. The Chief Financial Officer will inform the City Manager and City Council of any individual purchase under this section with a contract amount greater than \$10,000 and also whenever the aggregate of purchases under this section is greater than \$250,000.
- C. Finance staff will obtain the City Manager's or the City Manager's designee approval prior to any purchase by a department head if the amount is \$10,000 or more.
- D. If the City Manager or his or her designee is unavailable, and the delay in getting his/her signature would imperil life, safety, or improved property, the department heads as listed in 3.4.4 above may approve the emergency purchase of \$10,000.
- E. The Chief Financial Officer shall have the authority to approve all disaster-related purchases under \$250,000.
- F. The Chief Financial Officer will expedite the verification of funds available and complete the preparation of the purchase order.

3.4.5 PROCUREMENT PROCEDURES IN EXIGENT CIRCUMSTANCES

Upon receipt of requisitions under Section 3.4, the Chief Financial Officer shall prepare purchase orders for the emergency equipment, supplies, services, or other items in accordance with the requirements of this section.

- A. Exempt Purchases are those less than \$250,000 and do not require a formal bid.
- B. Purchases greater than \$250,000 may be made following the procedures specified in this section. The signature(s) of the City Manager, Chief Financial Officer, and/or Department Head are required.

Justification of Sole Source or No-bid Contracts, where exigent circumstances require immediate Procurement from the nearest available source,

- A. The Chief Financial Officer shall use the "Justification Form for Emergency Sole Source or No-Bid Purchase."
- B. Procurement should be limited to that portion of the work that must be performed

immediately, allowing subsequent Procurement by competitive proposals of the remainder of the work.

- C. “Sole source” or “no-bid” acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures, procurement of a scarce commodity, goods, or services or purchase or rental of emergency equipment, emergency consulting services, emergency road clearance or other emergency requirements.

Provision for Alternate Bid Solicitation Procedures: : The City’s normal requirements for sealed bids shall not apply to acquisitions under this section. However, the Department Head shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers in lieu of written and/or sealed bids in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.

Locations of Postings for Request for Proposals or Invitation to Bids: The Chief Financial Officer may waive standard requirements for public posting of requests for proposals or solicitation of bids. Notices soliciting bids or requests for proposals shall be posted at the City’s designated Emergency Operations Center.

Length of Time for Posting Requests: The Chief Financial Officer may shorten the normal bid period from fourteen days to expedite the award of contracts for emergency equipment, goods, or services. The Procurement Officer should seek to ensure that the shortened bid period allows multiple suppliers to submit bids.

Number of Bids Required: Solicited bids that are non-responsive shall count towards the minimum number of bids required when there is a declared emergency or disaster in the Jurisdiction. All such no-bids must be documented as to the time, date, and person/company contacted, with a reason for no-bid, if possible.

3.4.6 Notification and Ratification

Posting of Contracts and Awards – Under this section, all contracts awarded that exceed \$50,000 shall be presented to City Council for ratification and publicly posted within sixty (60) days.

Authority to Cancel Emergency Procurements: The City has the absolute authority to rescind a contract for non-performance within 24 hours when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or non-performance presents an immediate threat to life, public health, or safety, or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures.

1. Notification Requirement for Emergency Purchases: For any purchase in excess of \$50,000, the Chief Financial Officer shall report all such purchases to City Council within thirty (30) days of the onset of the disaster.
2. Requirement for Separate Invoicing: All purchases or rentals made during proclaimed emergency or disaster conditions shall require separate invoicing from routine (non-disaster related) purchases. All invoices shall state the goods, services, or equipment

provided and shall specify where the goods or services were delivered. All invoices shall specify the locations where the goods or services were used if at all possible.

3. **Auditing of Invoices for Debris Clearance Prior to Payment:** All invoices for debris clearance and removal shall be audited by the City prior to payment to the vendor. Vendors shall be notified of this requirement before the award of any contract for debris clearance and/or removal. Audits shall be in accordance with procedures for debris removal monitoring specified in FEMA's Publication 325, Debris Management Guide.
4. **Limitations of Disaster Purchasing Policy:** For the purposes of this section, an emergency or disaster shall be deemed to exist when a condition exists that presents an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures and a local emergency or disaster has been proclaimed. Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health, or safety or to eliminate/reduce an immediate threat of significant damage to improved public and private property through cost-effective measures shall follow the City's regular purchasing provisions.
5. **Notwithstanding the terms of this policy,** nothing contained herein shall conflict with Federal procurement regulations as currently defined in 2 CFR Part 200.

3.5 Sole Source Purchases

Quotes are not required if the materials, goods, or supplies can only be purchased from a sole vendor, in other words, a sole source. Reasonable efforts must be made to ensure purchases from sole sources are correctly classified as such. Materials, goods, and/or supplies cannot be requested so as to remove other suitable alternative vendors/sources. The department must attach justification to validate the sole source procurement meets one of the requirements listed below.

- The good/service is one-of-a-kind or patented, copyrighted, secret process or unique item;
- The product is only available from a regulated or natural monopoly; or
- The product is a component of an existing system that is only available from one supplier.
- Sole source purchases are approved only after the lack of alternate sources has been determined and proof of sole source is documented. The written justification should include one or more of the following:
 - Statement on company letterhead from vendor attesting to the fact that the item(s) being requested are only available from that vendor.
 - A statement from the Department Director or authorized designee providing information concerning previous attempts to obtain competitive bids on the item(s) requested including the name of the company and person contacted, in an effort to find other sources.

- If the purchase is \$50,000 or greater, it must be found to be a sole source by the City Council before the purchase or contract is executed.

3.6 Cooperative Purchases

Texas Government Code, Chapter 791, and Texas Local Government Code, Chapter 271, authorize the use of cooperative purchasing programs. These chapters authorize the City to use another entity's bid and likewise allow another entity to use the City's contracts. Additionally, the statutes allow the City to use a cooperative contract issued by an established cooperative agency.

The following must be included and established to utilize a cooperative contract.

- A. The bid specifications/contract must have cooperative language.
- B. The awarded vendor must have agreed to the terms.
- C. An Inter-local agreement must be in place between the City and the issuing entity.

The City has established memberships and entered into inter-local agreements which promote participation in cooperative purchasing programs. Purchasing Inter-local Agreements will not be executed to merely avoid the competitive process. The Finance Department shall manage and oversee all Purchasing Inter-local Agreements. Departments should contact the Finance Department for assistance with cooperative purchases and any reporting requirements.

3.7 Procurement of Professional Services

Professional services generally refer to those services performed by an individual.

Cities are prohibited by law from awarding a contract by competitive bidding for some professional services, including architects, interior designers, engineers, or certified public accountants. The Professional Services Procurement Act established a set of procedures that must be followed to contract for these services.

The selection of these providers shall be based on demonstrated competence, experience, and qualifications of the firm. If a department is not sure if a service is a "professional service," the department should contact the Finance Department before securing such services.

3.8 Public Works/Construction Procurement

Public Works projects are those projects that require the construction, repair, or renovation of a structure, building, street, highway, bridge, park, water and wastewater distribution facility, airport runway or taxiway, drainage project, or other improvements or additions to real property.

- A. Bid Type: Several processes are defined in the Texas Government Code Chapter 2269. The Department Head shall consult with the Chief Financial Officer to determine which method will provide the best value for the City.

- B. **Prevailing Wage Rates:** Texas Government Code Chapter 2258 mandates that any Public Works contract awarded by the City include the requirement to pay prevailing wage. The statute requires the payment of a prevailing wage rate for laborers and mechanics and applies to both contractors and subcontractors. Wages for workers on construction projects shall not be paid less than the schedule of general prevailing rates of per diem wages as mandated. The prevailing wage rate or a link with the wage rates with the date shall be included in public works projects. Rates may be accessed at: <http://www.wdol.gov/dba.aspx>.
- C. **Bonding Requirements:** Bonds shall be executed in accordance with the Texas Government Code Chapter 2253.
- The bond must be executed by a corporate surety in accordance with the policies of the City.
 - The corporate surety must be licensed by the State of Texas to issue surety bonds and appear on the U.S. Treasury List of acceptable forms.
 - A Power of Attorney must be included.
 - Bonding shall be verified prior to the start of any project.
- D. **Insurance and Indemnification Requirements:**
- The minimum insurance required will be specified by the City of Sanger.
 - For construction projects, all contractors and sub-contractors, including those delivering equipment or materials or performing a service shall provide workers' compensation for all employees. General contractors are responsible for ensuring that sub-contractors carry the same or higher insurance as those required.
 - All contractors shall provide proof of coverage satisfactory to the City. Contractors shall post required signs at the job site(s) informing all workers of their right to workers' compensation coverage. Texas Labor Code §406.096.

3.9 Change Orders

A change order is the written documentation and approval process that must be performed when changes in the scope of a project are proposed after the performance of a contract has begun. Such changes may include a significant change in the quantity of work to be performed, the cost of work to be performed, or the materials, equipment, or supplies to be furnished. A change order is usually written for a construction contract but may be necessary for other types of contracts. Refer to Texas Local Government Code Chapters 252 and 271.

Threshold for Change Orders

A "threshold" is defined as a financial limit on the amount of expenditures that can be authorized by the City Manager on a construction project before requiring City Council approval. See Texas Local

Government Code Chapters 252 and 271.

- Change Orders Greater than \$50,000 – If the change order is greater than \$50,000 it must be approved by the City Council.
- Change Orders Less than \$50,000 – If the change order is less than \$50,000 it may be approved by the City Manager.
- A change order or cumulative total of project change orders may not exceed 25% of the original contract amount.
- Once the total of all approved change orders on a project (including the contingency amount) totals more than \$50,000, all subsequent change orders must be approved by the City Council.
- The original contract price may not be decreased by more than 25% without the consent of the contractor.
- Change orders shall be listed in number sequence on the Purchase Order.

Approval for Change Orders

If a change order is greater than \$50,000 and is extremely time sensitive and qualifies as an emergency, the City Manager may approve such a change order prior to City Council approval; however, such change order still must be brought to the City Council as soon as possible for approval. Emergency conditions are defined in this policy.

Contingency Funds

The City Council may establish a contingency fund for a construction project at the time of the award of a bid to be used during the course of a project. A contingency fund may be established at any dollar amount above the bid award provided that is reasonable and prudent. (10% or less as determined by staff/budget.)

3.10 Purchasing Card

The Purchasing Card (PCard) program is intended to streamline and simplify the purchasing and accounts payable functions for small purchases. The Purchasing Card is a tool that reduces transaction costs, facilitates the timely acquisition of materials and supplies, automates data flow for accounting purposes, and offers flexible controls to help ensure proper usage.

The Program is designed as an alternative to various processes, including petty cash and purchase orders for small purchases. The Program is not intended to avoid or bypass appropriate procurement of payment procedures. Instead, the Program complements the existing processes available. The Purchasing Card is a MasterCard credit card issued by Citibank. Some record-keeping is essential to successfully use the Purchasing Card.

This Cardholder Guide provides information about the process, the types of purchases that can and cannot be made, records that must be maintained and reconciled for each cycle, and a variety of other Program information.

Employees commit city funds each time they use the Purchasing Card. This is a responsibility that should not be taken lightly. Employees are responsible for all charges made to the card issued to them. Intentional misuse or fraudulent abuse may result in disciplinary action up to and including dismissal.

The card will have no impact on the Cardholder's personal credit. Although the card lists an individual's name, the card is issued to the City of Sanger.

Definitions

For the purposes of the Purchasing Card Program and Cardholder Guide, the following words shall have the meaning designation as follows:

Cardholder refers to an employee who:

- Has been approved by the department director to receive a purchasing card.
- Has read the Cardholder Guide, signed the Purchasing Card Agreement, and has been issued a card in their name.
- Is authorized to purchase items for their work group in accordance with purchasing guidelines of the city and with this Cardholder Guide.

Department Coordinator (optional) is the person designated by a department director to administer the purchasing card accounts at the department level.

Program Administrator is the designated person assigned by the Finance Department who administers the program for all departments, responsible for setting up, overseeing, and maintaining the Purchasing Card Program.

Obtaining a card

Only full-time employees of the City of Sanger are eligible to receive a Purchasing Card. Employees will only be issued a Purchasing Card at the request of their department director to the Program Administrator. Requests are to be made using the Purchasing Card Request form.

Employees are required to read the Cardholder Guide, understand the procedures outlined, and sign and date the Cardholder Agreement before being issued a Purchasing Card.

Upon receipt of a Purchasing Card, the Cardholder must sign the back of the card(s) and always keep it in a secure place. The Cardholder is responsible for the security of the card(s) issued in their name

and the transactions made against the card(s).

Although each Purchasing Card is issued in the employee's (Cardholder's) name, it is the City of Sanger's property and is only used for city purchases as defined in this guide.

Purchasing Card Restrictions

- A. The Card is NOT to be used for personal purchases. Other restrictions include, but are not limited to:
 - Alcohol or liquor
 - Entertainment, such as theater, movies, golf, etc
 - Services such as contracts and agreements
 - Cash refunds or advances
 - Fuel purchases
- B. The Purchasing Card is NOT to be used for single purchases over \$3,000.00.
- C. Under no circumstances should a transaction be split into two separate receipts to bypass the single transaction dollar limit.
- D. Each card requires a monthly total limit, which will deny further transactions in that month.

Using the Card

Purchases with the necessary approval are initiated using the Purchasing Card. Cardholders must contact the supplier and agree to the price, quantity, and delivery date. When ordering, Cardholders should inform the supplier that the purchase is for City business, a tax-exempt entity, and should not be charged sales tax. If the purchase is via phone or mail, the Cardholder should ask the supplier to include the receipt with the goods when the product is shipped. This receipt is the only original documentation specifying whether or not sales tax has been paid against the purchase. The Cardholder is required to retain all receipts for purchases. An original, itemized receipt for every purchase must be obtained from the vendor when the card is used. Restaurant purchases must include the credit card receipt with the total, including tip, in addition to the itemized receipt.

Sales Tax

As a tax-exempt government agency, the City of Sanger does not pay sales tax. Cardholders are responsible for ensuring that the City is not charged sales tax by alerting the merchant in advance that the transaction is tax-exempt. If tax is included, the cardholder is responsible for correcting the charge.

Cardholder Duties and Responsibilities

- Cardholders, or an assigned liaison, are responsible for reconciling the statement monthly.

- The cardholder must ensure transactions are completed within the assigned limits and guidelines, sales tax was not applied, and the original “detailed” receipt is included.
- The cardholder is responsible for processing returns, verifying credits are received, tracking card balances, and disputing charges directly with the vendor.

If a cardholder finds a discrepancy, they should contact the vendor and attempt to resolve the problem directly.

- A. The transaction in dispute must be noted in the item’s description.
- B. Cash refunds for returns are not allowed.
- C. The cardholder must verify the credit is received and attach documentation such as a return receipt or email from the vendor to the expense report.

If a cardholder cannot resolve a disputed item directly with a vendor, the cardholder should contact the Program Administrator for assistance.

Purchasing Card Transaction Flow

Purchase

The cardholder makes a purchase using the purchasing card; the Cardholder obtains an itemized receipt, and Cardholder forwards the itemized receipt to the Department Coordinator (if any). Departments may require Cardholders to record all Purchasing Card transactions on a Purchasing Card Transaction Log.

Reconciliation

Every month, the Cardholder will receive a statement from Citibank. The Cardholder (or Department Coordinator) shall review the statement and prepare a single Accounts Payable Voucher for all items on the statement. The A/P Voucher, monthly statement, and all individual purchase receipts shall be submitted to the Finance Department within five business days of the statement date. Photographs of receipts are not acceptable and should not be used. If the Department Coordinator has assigned General Ledger account codes, the Department Director must review and approve the charges. Photographs of receipts are not acceptable and should not be used. If a Department Coordinator has entered the General Ledger account codes, the Department Director must review.

The Finance Department

The Finance Department consolidates all statements received from departments and arranges payment.

Resolving Errors and Disputes

In the case of an error, the Cardholder is first to contact the supplier and try to reach an agreement. Most disputes can be resolved in this manner. If unable to settle with the supplier or vendor, the Cardholder is to report the error or dispute to their supervisor immediately.

Paying the Bill

Purchasing Card purchases will be charged to an expense account based on the department/account combination that has been established.

Lost or Stolen Cards

Purchasing Cards should be secured in the same way as personal credit cards. In the event of a lost or stolen Purchasing Card, Cardholder is to immediately contact Citibank via the toll-free number 800-248-4553 and notify the Purchasing Card Program Administrator.

Refusal of Card or Account

Should the Card be declined at the point of sale for any reason, Cardholder should contact the Purchasing Card Program Administrator. Every effort will be made to determine why the transaction was declined.

Purchasing Card Audit Activity

Purchasing Card activity is subject to random audits by appropriate personnel, including the City's external auditors. The random audits help ensure adherence to the Program's policies and procedures.

Merchants That Do Not Accept the Card

Merchants should be encouraged to become involved in the Purchasing Card Program. Merchants may contact their local bank or financial institution to become credit card capable. For those merchants that are unwilling to participate in the Program, alternative sources should be found.

Violations

Revocation Of The Purchasing Card

The purchasing card is subject to revocation at any time at the discretion of the City Manager. Each cardholder must acknowledge receipt of the purchase card, understand the rules of usage, and sign the Cardholder Agreement Form. Failure to abide by this policy will result in revocation of their card and disciplinary action up to termination of employment. The Chief Financial Officer will recommend to the Department Director that the card be revoked following any violation of the Procurement Card

policy.

The Finance Director is authorized to temporarily suspend use of the card if unauthorized use is discovered and poses a threat to internal financial controls.

- First Violation - revoke privileges for 30 days.
- Second Violation - suspend privileges/revocation at the discretion of the City Manager and/or disciplinary action including termination of employment.

Section 4: METHODS OF PROCUREMENT

4.1 Procurement Methods

The Department Head will consult with the Chief Financial Officer to determine the best method of procurement to purchase goods and services. The methods of procurement utilized by the City are as follows:

1. Quote Method

Quotes are utilized to purchase goods and services up to \$50,000. Examples include but are not limited to maintenance and repair items, cleaning supplies, furniture, and office equipment. Purchases over \$3,000 and up to \$50,000 are subject to the Historically Underutilized Businesses (HUB) law of the State of Texas. Quotes can be obtained for one-time purchases or for the establishment of an annual contract. The award is made to the vendor providing the lowest bid or the best value, as pre-determined by the City. Negotiations are not permitted.

2. Competitive Sealed Bidding Method/Invitation for Bid (IFB)

A bid is utilized to purchase goods and services over \$50,000 and is subject to the competitive bid laws of the State of Texas. A bid is utilized for one-time purchases or for the establishment of an annual contract if there is a continuous need to purchase the same goods or services totaling in excess of \$50,000 annually. Award is made to the lowest responsive and responsible bidder, or to the bidder providing the best value, as pre-determined by the City. Negotiations are not permitted.

In determining the best value for the municipality, the municipality may consider:

- (1) the purchase price;
- (2) the reputation of the bidder and of the bidder's goods or services;
- (3) the quality of the bidder's goods or services;
- (4) the extent to which the goods or services meet the municipality's needs;
- (5) the bidder's past relationship with the municipality;
- (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- (7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
- (8) any relevant criteria specifically listed in the request for bids or proposals.

3. Competitive Sealed Proposal (CSP) / Request for Proposal (RFP) Method

This method is used for the purchase of goods and services at any dollar threshold, where factors

other than price are considered in the award process. A pre-determined set of evaluation criteria is established, and all proposals are evaluated against the criteria and scored accordingly. Negotiations are permitted in order to obtain the best value for the City.

4. Request for Qualifications (RFQ) Method - Purchase of Professional Services

The RFQ process is utilized to procure professional services, as defined in Texas Government Code, Chapter 2254.

- (a) Cities are prohibited from using competitive bidding procedures to obtain the services of architects, engineers, certified public accountants, land surveyors, physicians, optometrists, landscape architects, geoscientists or state-certified real estate appraisers. Instead, for contracts involving architectural, engineering or land surveying services, a City must first select the most highly qualified provider and then attempt to negotiate a fair and reasonable price.
- (b) All Other Professional Services: The RFQ process is utilized to select a firm on the basis of demonstrated competence and qualifications to perform the services, and for a fair and reasonable price, for professional services other than those identified above, if the expenditure is anticipated to be in excess of \$50,000

A pre-determined set of evaluation criteria is established, and all qualifications are evaluated against the criteria and scored accordingly. Price cannot be disclosed or considered during the scoring process. Negotiations are permitted with the most highly qualified firm only. Negotiations will continue until terms, conditions, and a fair and reasonable price are agreed upon. If negotiations with the most highly qualified firm are not successful, negotiations will cease with the current firm and begin with the next most highly qualified firm. Once negotiations have ceased with a firm, re-opening negotiations with that firm is not allowed.

4.2 Awarding the Bid

Best Value - If best value is utilized, below are a list of items the department may utilize to make the determination of "best value" for the City.

- Purchase price;
- Reputation of the bidder;
- The bidder's safety record;
- Warranties;
- The quality of the bidder's goods or services;
- The extent to which the goods or services meet the City's needs;

-
- The bidder's past relationships with the City or Department;
 - The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses (HUB) and nonprofit organizations employing persons with disabilities;
 - The total long-term cost to the City to acquire the bidder's goods or services; and
 - Any relevant criteria specifically requested in the bid or proposal.

In the event no bids are received, the Department may re-advertise or choose to not undertake a contract. If only one bid is received, the City Council may choose to accept the bid, reject the bid and re-advertise, or determine not to undertake the project.

Bids are opened and read aloud at the designated time and place. The bid/bids must then be presented to City Council. The City Council must then award the bid to the lowest responsible bidder or if previously determined, the bidder with the "best value". The City Council does have the option to reject all bids as well.

Once a bid has been opened, it may not be changed or altered to correct minor errors in the price. However, under some circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

Note: Preference will be given to products with recycled materials as long as the products meet applicable specifications.

4.3 Confidentiality of Information in Bids or Proposals.

- (a) Trade secrets and confidential information in competitive sealed bids are not open for public inspection.
- (b) If provided in a request for proposals, proposals shall be opened in a manner that avoids disclosure of the contents to competing offers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection. (Local Government Code, Chapter 252, Sec. 252.049)
- (c) Proposals must be made confidential until an award is made.

Section 5: BOND, INSURANCE, AND INDEMNIFICATION

Bond Policy

Bidders may be required (at the statutory limit or less) to provide certain bonds for Public Works/ Construction Contracts. This ensures that if the bidder attempts to withdraw after the bid is accepted, the City will not suffer loss. The City will only accept sureties duly qualified and authorized. Personal sureties will not be accepted.

The City may require bonding on other projects to mitigate risk. The City requires payment, performance, and maintenance bonding to be provided.

Types of Bonds

- A. Bid Bonds – The Bid Bond minimum limit is five percent (5%) of the total amount bid and would typically apply to construction contracts. It is the City’s option whether or not bidders to provide a Bid Bond. Certified or cashier’s check will not be accepted in lieu of a Bid Bond. Bid Bonds are provided on surety forms. Bid Bonds will be returned to the issuing vendor upon request. Bond must be requested within ten days of award.
- B. Payment Bonds are required for Public Works contracts in excess of \$50,000 and must be written for 100% of the total bid price. The Payment Bond is for the protection of those performing work as subcontractors or suppliers for the prime vendor/contractor.
- C. Performance Bonds are required for all Public Works contracts when the vendor’s bid exceeds \$100,000, and they must be written for 100% of the total bid price. These bonds are solely for the protection of the City in the event of a contractor/vendor default under Contract terms and conditions.
- D. Maintenance Bonds can be written for a term relevant to the project. The coverage provided by a Maintenance Bond is to guarantee against defective workmanship and materials.

Bond Requirements

- A. All Bonds must be in the forms acceptable to the City Manager.
- B. All performance bonds must be executed by such sureties as are named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies”, as published in Circular 570, as may be amended, by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury.
- C. All performance bonds must be signed by an agent and must be accompanied by a certified copy of the authority for him or her to act.
- D. All performance bonds shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue performance bonds for the limits and coverage required.
- E. Approval of bonding company as per ratings of the Texas Department of Insurance, or a successor agency.

Insurance and Indemnification Policy

- A. Contractors performing work on City property or public right-of-way shall provide indemnification and certificates of insurance listing the City as an additional insured or a copy of their insurance policy(s) including a copy of the endorsements necessary to meet contract requirements, and hold harmless and defense clauses.
- B. Contractual agreement must contain a provision that transfers the risk of the project for the City to the contractor. Because the contractor may not have the financial resources to handle the risks that are transferred in the contract, the City requires that insurance be purchased and maintained by the contractor for financial security.
- C. Workers' Compensation Insurance – Per Statute, contractors and subcontractors hired for building and construction projects must provide Workers' Compensation Insurance for their employees regardless of the project's cost. See Texas Labor Code, § 406.096.
- D. All insurance documents must be verified and approved prior to the contract, purchase order, or commencement of work to be performed.

INSURANCE

City of Sanger								
Minimum Insurance Requirements Summary								
Agreement Type	General Liability	Auto	Work. Comp.	Employers Liability	Prof. Liability	Installation Floater	Builder's Risk	Garage Liability
General Contract - Services	X	X	X	X				
Personal Services	X	X	X					
Professional Services	X	X	X	X	X			
Construction	X	X	X	X		X	X	
Special Events	X	X	X					
Min Coverage Amounts								
Minimum Standard Limit	\$1M Per Occurrence \$2M Aggregate	\$1M Combined Single Limit	Texas	\$500K Accident \$500K Employee \$500K Limit	\$1M Per Occurrence \$2M Aggregate	100% Project Completed Value	100% Project Completed Value	Total Value of Vehicles
Additional Coverages (in addition to standard requirements based on agreement type unless noted)								
Construction Contracts	Employers Liability Limit: \$1M/\$1M/\$1M; CGL Limit: \$2M per occurrence and \$4M aggregate							
Garbage Collection Services	CGL Limit: \$5M per occurrence and \$10M aggregate; Auto Limit: \$5M Combined Single Limit							
Pollution Exposure	\$1M Pollution Liability (or equivalent) - Required for vendors or contractors performing work with pollution exposure.							
Railway Exposure	\$1M Railroad Protective Liability (insuring the railroad) - Required if performing work within 50 feet of a railway.							
Liquor Exposure	\$1M Liquor Liability - Required for vendors who sell or distribute liquor.							
Cyber Exposure	\$1M Cyber Liability (or equivalent) - Required for vendors with access to City networks or handle sensitive data.							
Footnotes:	<p>(1) Waiver of subrogation shall be provided with the Workers' Compensation coverage.</p> <p>(2) The City shall be covered as additional insured on the GL and Auto policies.</p> <p>(3) Policies of insurance shall not be canceled without a 30-day notice to the City.</p> <p>(4) Insurance carriers must meet A.M. Best financial rating of A-VI or better.</p> <p>(5) Combination of primary or excess policies that meet the required limits is acceptable.</p> <p>(6) Agreements may require additional coverage and/or higher limits at the City's discretion.</p>							

Note: City Manager may waive any insurance requirements for low cost/low risk projects.

Section 6: CONTRACTS

DEFINITIONS

Contract is a written, legally binding document or obligation.

Purchase Order is an official written document issued by a buyer, which is a commitment to pay the seller (vendor) for the products ordered. The process ensures purchases are approved and within budget. A Purchase Order or Contract is required when insurance and indemnification are needed. A Purchase Order is a contract.

Annual contract is a contract for goods or services in which pricing is locked for a specific period of time.

Evergreen contract is one that automatically renews after its initial term expires. The parties agree that the contract rolls over automatically and indefinitely until one gives the other notice to terminate it.

CONTRACTS

Purchasing items from a vendor other than the awarded vendor is a violation of the purchasing policy. An exception may be granted due to extenuating circumstances and must be approved in writing by the Chief Financial Officer.

All purchases greater than \$50,000 must include a standard contract, insurance, bonds (if needed), and a purchase order.

CONTRACT MANAGEMENT

Contract management shall be used by all departments to manage all City-related contracts. Failure to manage and control changes can result in an unintentional attempted modification to the scope of work, the extension of the schedule, an increase in the contract cost, circumvention of management controls, and diminished contractor accountability.

Section 7: SURPLUS PROPERTY

7.1 PURPOSE

The purpose of the policy is to ensure that the disposal of City-owned property is completed in a consistent manner throughout the organization.

7.2 DEFINITIONS

Disposal means the sale, trade, donation, or destruction of surplus property or equipment. Item means surplus or obsolete movable assets such as vehicles and equipment, materials, and unclaimed property.

Surplus means all supplies, assets, materials, and unclaimed property that are either obsolete at the end of their life cycle or no longer required by operations.

Obsolete – lack of functional use or out of date.

7.3 GENERAL

There are multiple formats for the disposal process. These include auction, transfer, trade-in, recycling, and destruction. All methods require written approval.

- A. Departments should contact the Finance Department prior to the disposal of any property over \$5,000. Departments should complete the required disposition forms.
- B. Any item that is still operable and has a potential value shall be auctioned or traded during the replacement process as it becomes obsolete.
- C. Scrap Metal – Staff shall obtain from Finance authorization to recycle specific items. Funds received for the recycling must be submitted to Finance and deposited. Written receipts from the recycling center must be provided with the payment.

7.4 PERSONAL USE PROHIBITIONS AND PERMISSIONS

City employees may purchase items from City issued (electronic) third-party auctions, provided that the employee making the purchase was not involved in the decision to dispose of said item(s).

	Steps	Responsibility
1	Identify surplus property	Department Director or designated Employee
2	Notify all departments of the availability of the surplus property. <ul style="list-style-type: none"> • Email to all departments/users • Allow a minimum of seven days 	Designated Department employee

3	<p>If a department is interested, complete the City's Surplus Property Form and submit it to Finance.</p> <ul style="list-style-type: none"> • Requesting department must pick up the equipment within seven days. 	Designated Department employee
4	<p>If there is no interest, notify Finance. Complete Disposition form and send it to Finance</p>	Designated Department employee
5	<p>Finance will determine the best method of disposal through:</p> <ul style="list-style-type: none"> • Auction • Trade-In • Recycling • Donation • Destruction 	Finance
6	<p>Prior to Sale: Department must remove all City of Sanger identification, markings, or equipment (logo, department numbering, equipment that will be used on other equipment, etc.)</p>	Designated Department employee
7	<p>Move item to a secure location</p>	Designated Department employee
8	<p>Take pictures and submit them to Parks Director</p> <ul style="list-style-type: none"> • For vehicles & equipment, take a minimum of four pictures (one on each side). • Additional pictures of the inside, damage to exterior or interior, etc. • The more information/pictures provided will help with the sell and fewer questions will be generated by the public. 	Designated Department employee
9	<p>Create a log with the identification, location, value, and date.</p>	Finance/Parks Director
10	<p>Proceed with auction. Auctions will be completed quarterly or sooner, If needed.</p>	Finance/Parks Director
11	<p>Receive funds and closeout auction.</p>	Finance

Section 8: GRANTS

8.1 POLICY

This policy establishes the responsibility for ensuring compliance and provides a review process that shall be completed before signing any grant or award document and accepting said grant or award.

8.2 IDENTIFICATION AND APPLICATION

Departments seeking grants must provide advance notice in writing to Administration and the Finance Department. This ensures that those affected can review and understand grant requirements, including Budget, Procurement, and auditors.

- A. Submit grant requirements to Finance before application submittal.
- B. Submit copies of all award documents, applications, and funding agreements to Procurement and Finance before bidding.
- C. If a federal grant, comply with all federal procurement standards in 2 CFR § 200.318 including to those listed below.
 1. The City (Non-Federal entity) must use its own documented procurement procedures, which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
 2. Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 3. Conflict of Interest: No employee, officer, or agent may participate in selecting, awarding, or administering a contract supported by a Federal award if they have an actual, apparent conflict of interest. A conflict of interest arises when the employee, officer, agent, or any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated has a financial or other interest or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Section 9: MISCELLANEOUS GUIDELINES

9.1 BID PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the Chief Financial Officer within five (5) working days following the opening of bids. This includes all protests relating to advertising, deadlines, bid opening, and other related procedures under the Texas Local Government Code and protests relating to alleged improprieties or ambiguities in the specifications.

9.2 DEBRIEFING

Debriefings and requests for information shall be in accordance with Texas Government Code, §552 Texas Public Information Act.

Discussion of competing proposals is prohibited.

9.3 NEW VENDORS

All new vendors are required to submit a completed vendor packet.

9.4 DISCRIMINATION

It is the policy of the City of Sanger to afford all suppliers an equal opportunity to bid on any contract. This policy prohibits discrimination against any person because of race, color, sex, religious affiliation, age, disability, or national origin, in the award or performance of any contract. The policy requires its officers, employees, agents, and sub-contractors to adhere to this policy.

9.5 PLACING ORDERS

Funds must be available and in the proper account before submission of requisition and before use of a purchasing card.

9.6 QUOTES - FREIGHT CHARGES AND FEES

Include freight costs and fees in the total price when obtaining quotes. Freight and fees must be considered in determining the award.

All freight should be requested as FOB Destination (delivery address) freight pre-paid and allowed.

9.7 PURCHASING ORDERS

Purchase orders are required before placing the order and sent to the vendor when the order is placed.

A purchase order is required for any purchase not made on a City-issued credit card. In extenuating circumstances, a purchase order may not be required. All exceptions will be reviewed and approved by both the Chief Financial Officer and the Chief Financial Officer.

9.8 INVOICES

All invoices must be submitted to Accounts Payable within five days of receipt and include the following information

- A. Receiving information (received in full / received partial)
- B. Signature of department representative
- C. PO Number

The authorized purchaser is responsible for verifying that all materials/services are received in working order and meet specifications. Once materials/services are received and verified as correct, indicate receipt of materials on the invoice by noting “received in full” or “received partial” for each line item on the Purchase Order.

- A. Notify the vendor immediately if the quantity received does not agree with the vendor’s packing slip or the material does not conform to specification.

9.9 REVOLVING CREDIT ACCOUNTS

Credit accounts are available for the end user’s use; however, they may only be opened or closed by Finance.

9.10 SALES TAX EXEMPTION

The City is exempt from sales, excise, and use taxes under Texas Tax Code, § 151.309. End users are responsible for ensuring tax is not paid.

The City is NOT exempt from sales tax for food, lodging, or transportation-related purchases during travel.

9.11 TIE BIDS

If all factors and conditions relating to the bids are equal, the tie bid will be awarded to the local vendor.

9.12 VENDOR PERFORMANCE

The City does not have centralized receiving. Departments are responsible for receiving of goods and services. Departments must document in writing items such as shortages, late delivery, or damaged merchandise.

9.13 NON-PERFORMING VENDORS

When a vendor fails to perform according to the Agreement (Purchase Order, Annual Agreement, Contract, and/or Specification), the Department Director or designee will:

- A. Document the issues in writing to the vendor and to Purchasing.
- B. Schedule a meeting to discuss the issues.
- C. Document the resolution to the issue, as agreed upon by the department and the vendor.

Documentation shall be in writing, signed by the department and the vendor.

If a vendor's performance remains non-compliant or otherwise unsatisfactory, the Department Director in conjunction with the City Manager will make a joint determination to cancel the contract in accordance with the terms and conditions of the agreement.

9.14 Prompt Payment Act

Department shall ensure Purchase Orders, invoices, and the appropriate documentation is submitted to Finance within five (5) days, Invoices are to be paid no later than net 30 days.

Texas Government Code Chapter 2251 stipulates that all local governments shall pay for goods and services within thirty (30) days of the delivery or invoice date or interest is automatically imposed.



CITY COUNCIL COMMUNICATION

DATE: October 16, 023

FROM: Alina Ciocan, Assistant City Manager

AGENDA ITEM: Consideration and Possible Action on Ordinance 10-29-23 delegating purchasing authority to the City Manager in accordance with the City Charter and the City's Purchasing and Procedures Manual.

SUMMARY:

- The intent of this Ordinance is to outline the City Manager's purchasing authority.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval.

ATTACHMENTS:

- Ordinance 10-29-23

CITY OF SANGER, TEXAS

ORDINANCE 10-29-23

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANGER, DENTON COUNTY, TEXAS, DELEGATING PURCHASING AUTHORITY TO THE CITY MANAGER IN ACCORDANCE WITH THE CITY CHARTER AND THE CITY'S PURCHASING POLICY AND PROCEDURES MANUAL; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING A SAVINGS CLAUSE; AUTHORIZING PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, On October 16, 2023, the City Council approved Resolution No. 2023-15 to adopt a Purchasing Policy and Procedures Manual;

WHEREAS, the City Council intends to authorize the City Manager to contract for goods, services, and projects as previously approved by Ordinance No. 08-19-23 and further outlined in the City's Purchasing Policy and Procedures Manual adopted on October 16, 2023; and

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

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

SECTION 1. That the City Manager is authorized to sign contracts under \$50,000 for services and projects authorized in the budget as well as contracts of any amount when authorized by the City Council.

SECTION 2. That the City Council delegates to the City Manager further purchasing authority as outlined in the City's Purchasing Policy and Procedures Manual adopted by City Council on October 16, 2023.

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

SECTION 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases and words of this Ordinance are severable and, if any word, phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining portions of this Ordinance, since the same

would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional word, phrase, clause, sentence, paragraph, or section.

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

SECTION 5. This ordinance will take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such case provides.

PASSED AND APPROVED by the City Council of the City of Sanger, Texas, on this 16th day of October 2023.

APPROVED:

Thomas E. Muir, Mayor

ATTEST:

Kelly Edwards, City Secretary

APPROVED TO FORM:

Hugh Coleman, City Attorney



CITY COUNCIL COMMUNICATION

DATE: October 16, 2023

FROM: Ramie Hammonds

AGENDA ITEM: Conduct a public hearing on a request for a variance from Chapter 3 Building Regulations – Article 3.1407.b.2.A, to allow a variance from the maximum 150 square feet of sign per and allow for a maximum of 225 square feet per side. The proposed sign will be located at 1405 N Stemmons.

SUMMARY:

- The City's current ordinance does not allow pole signs along I-35 with a size greater than 150 square feet per side.
- The applicant is requesting a pole sign size of 225 square feet per side.
- The sign would be for the new Glen Polk Auto Complex that will be located at 1405 N Stemmons Frwy.
- The raising and widening of I-35 will make it more difficult to see the business.
- Staff mailed out 10 public hearing notices to owners of properties within 200 feet of the subject property and received one response opposed.

FISCAL INFORMATION:

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

RECOMMENDED MOTION OR ACTION:

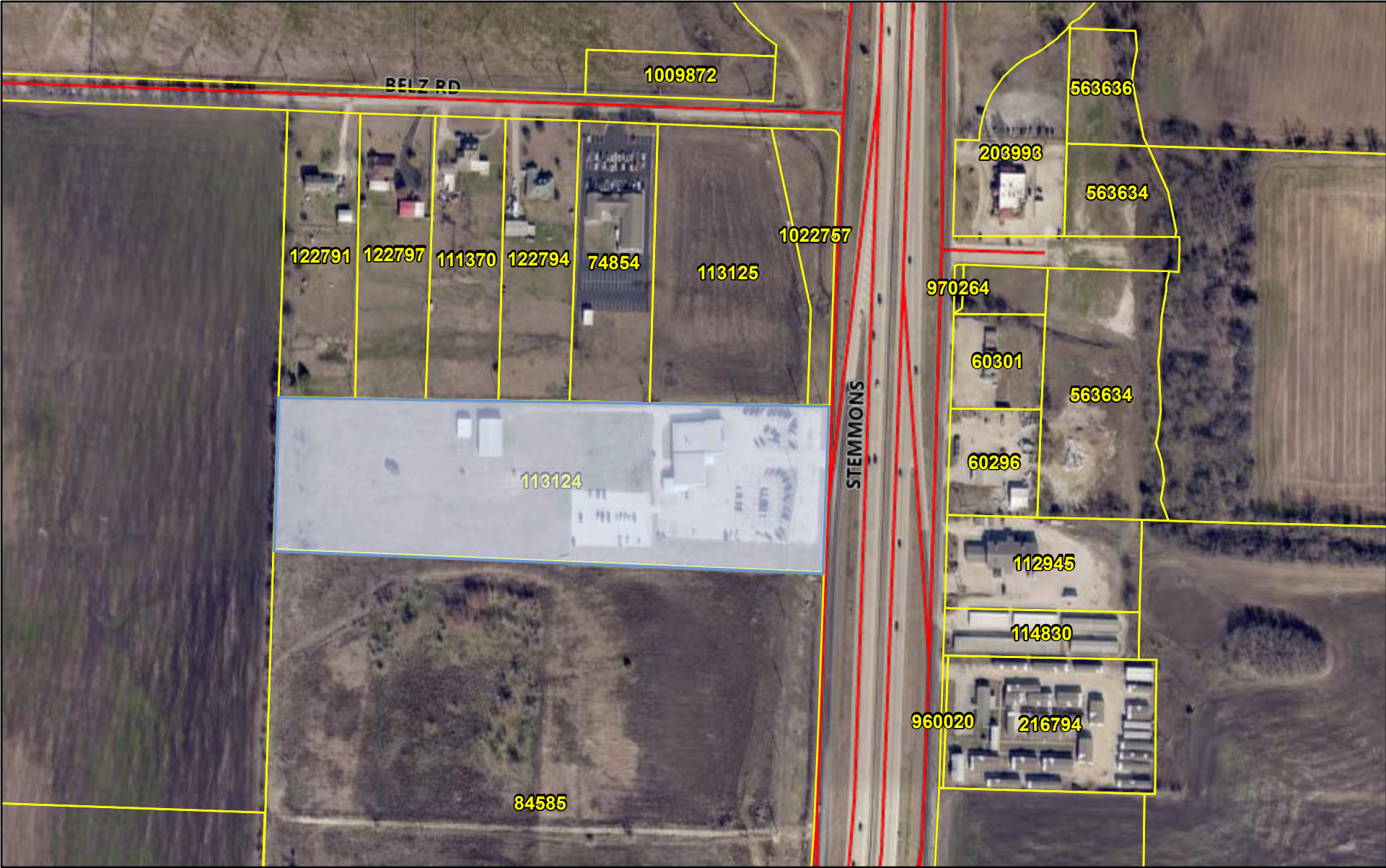
N/A

ATTACHMENTS:

Location Map

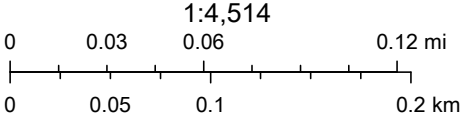
Denton CAD Web Map

Item 12.



9/14/2023, 2:17:34 PM

-  Parcels
-  Roads





CITY COUNCIL COMMUNICATION

DATE: October 16, 2023

FROM: Ramie Hammonds

AGENDA ITEM: Consideration and possible action on a request for a variance from Chapter 3 Building Regulations – Article 3.1407.b.2.A, to allow a variance from the maximum 150 square feet of sign per and allow for a maximum of 225 square feet per side. The proposed sign will be located at 1405 N Stemmons.

SUMMARY:

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- The applicant is requesting a pole sign size of 225 square feet per side.
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FISCAL INFORMATION:

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

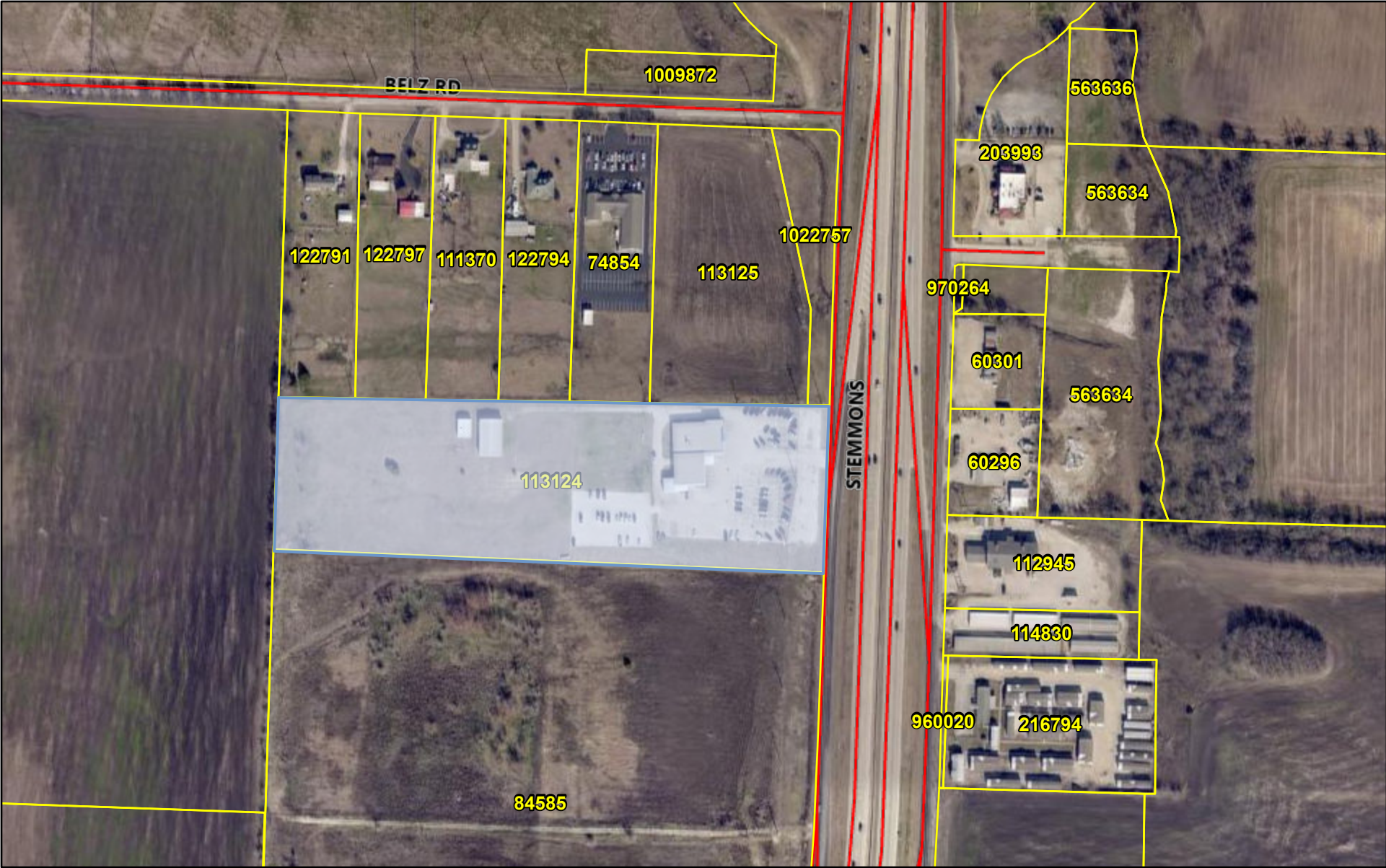
RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

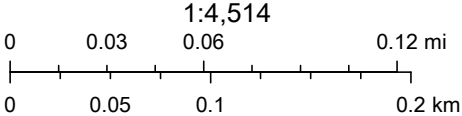
Location Map
 Application
 Letter of Intent
 Site Plan
 Sign Diagram
 Response Form – Opposed

Denton CAD Web Map



9/14/2023, 2:17:34 PM

-  Parcels
-  Roads





201 Bolivar Street/PO Box 1729 * Sanger, TX 76266
940-458-2059(office) www.sangertexas.org

VARIANCE APPLICATION

Applicant	Owner (if different from applicant)
Name: <u>Shawn Polk</u>	Name:
Company: <u>Glenn Polk Chevrolet</u>	Company:
Address: <u>1405 N. Stemmons St.</u>	Address:
City, State, Zip: <u>Sanger TX 76266</u>	City, State, Zip
Phone: <u>940-458-9400</u> <u>940-535-7800</u>	Phone:
Fax:	Fax:
Email: <u>spolk@gpolk.com</u>	Email:

Submittal Checklist

<input type="checkbox"/>	Site Plan
<input type="checkbox"/>	Letter of Intent
<input type="checkbox"/>	\$200.00 Application Fee (Check Payable to City of Sanger)

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

1405 N. Stemmons St, Sanger, TX 76266, Appx. 14 acres
New manufacture sign (Chevrolet)

Describe the proposed variance (how much, where on the property, for what purpose):

see attached

[Signature]
Owner Signature

8-21-23
Date

Office Use

	Fee
	Date

GLENN POLK



Item 13.

Mayor & Members of Sanger City Council:

Glenn Polk Chevrolet of Sanger respectfully requests that we be granted a variance in the City of Sanger Sign Ordinance to increase the allowable size of our main Chevrolet manufacture sign. We are requesting this variance to allow our new dealership to use the Chevrolet standard sign noted as "P245" on the attached drawing. This sign is approximately 40' in height and 225 square foot in main surface area in lieu of the 125 square foot which is currently allowed. We feel that this increased sign area is necessary and justified as the larger sign is needed for the General Motors / Chevrolet corporate identity of our project and the widening of Interstate 35 is making our new facility less visible due to the sheer distance of the signage from the roadway.

Possibly, the sign ordinance, as currently written, did not anticipate the impact the I-35 widening project would have on businesses that need enhanced visibility from customers passing through the City of Sanger. It is our hope that the city will grant this variance.

Respectfully,

A handwritten signature in black ink, appearing to read "Shawn Polk", written in a cursive style.

Shawn Polk

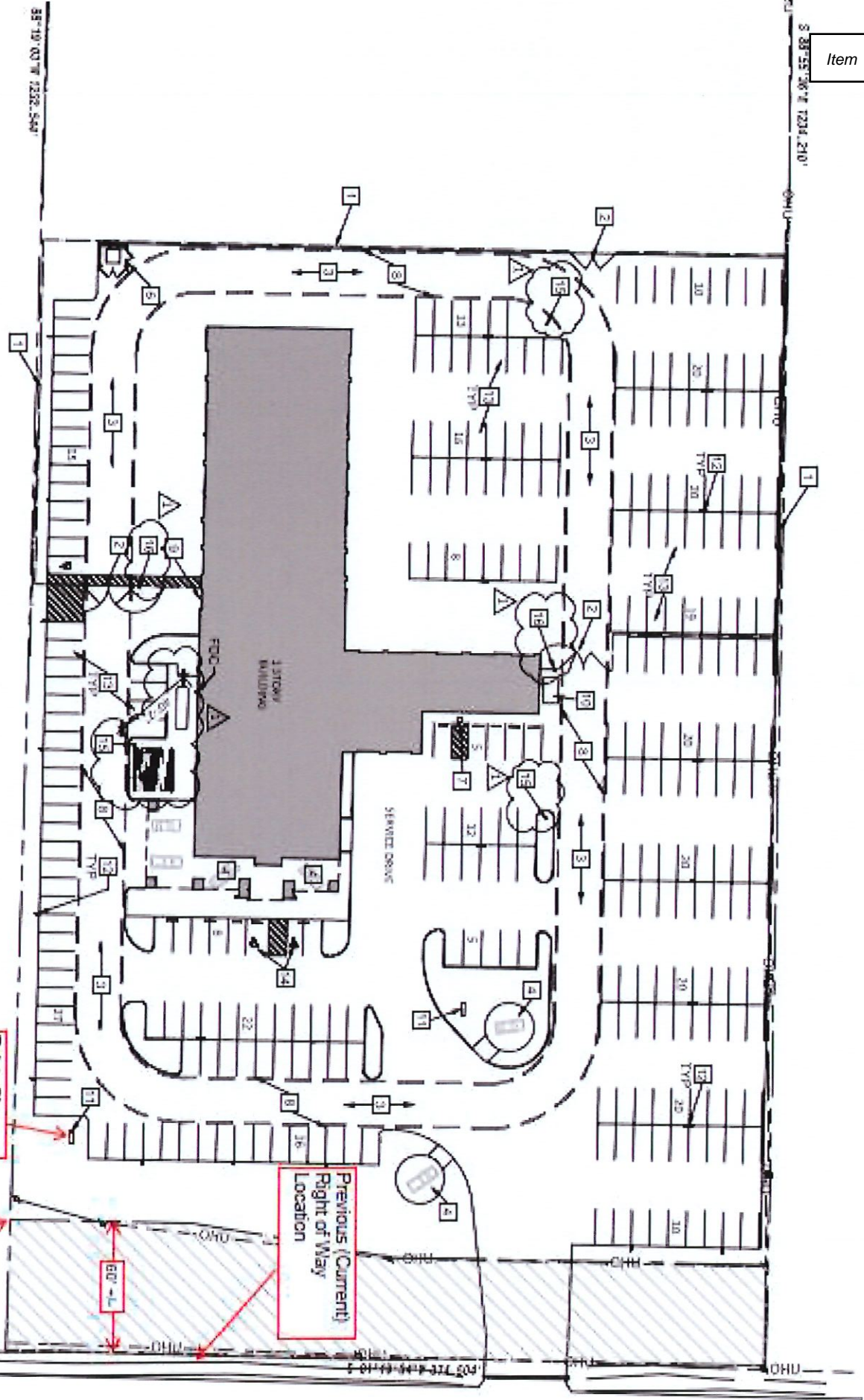
Owner / COO

Glenn Polk Chevrolet of Sanger

1

SITE PLAN

SCALE 1"=50' 0"



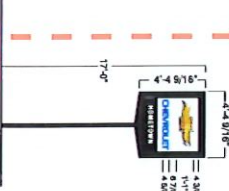
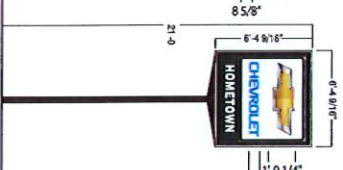
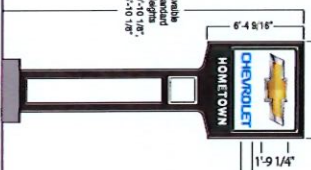
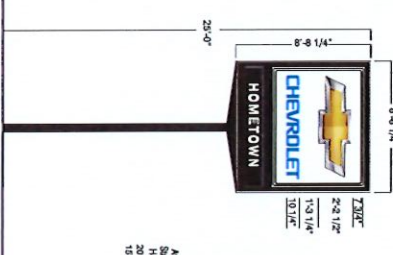
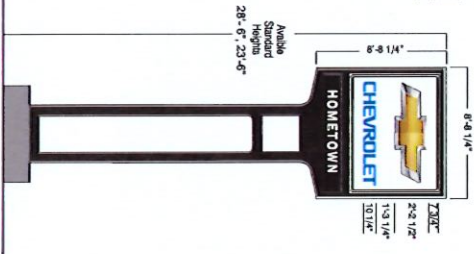
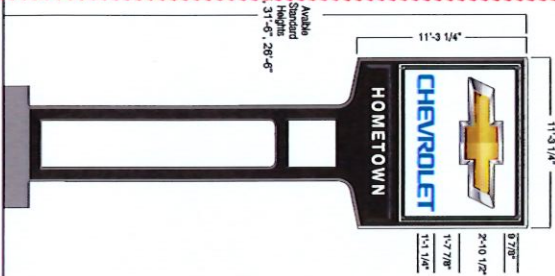
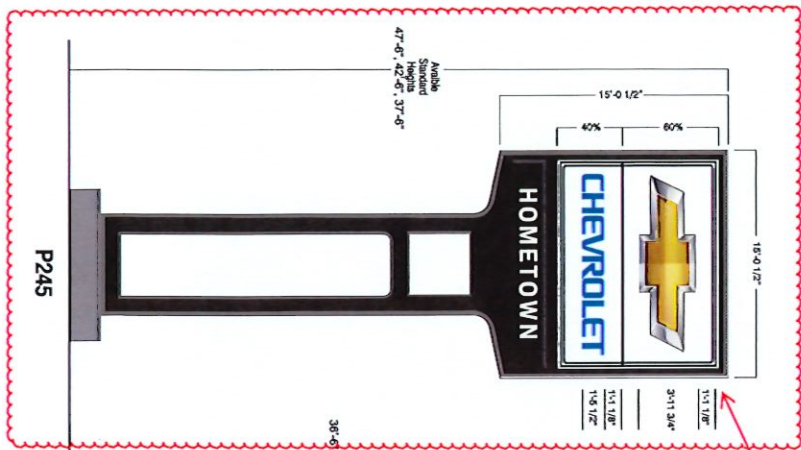
Pylon Sign Location

New Right of Way Location

Previous (Current) Right of Way Location

I-35 SOUTH FRONTAGE ROAD

Chevrolet Stand-Alone Sign Family



MOLDED GRAPHICS

ALL FLAT GRAPHICS

Variance Sign Requested

Graphic Size by Sign			
SIGN		CHEVROLET	
P245	3'-1 3/4"	1'-5 1/2"	
P137	2'-10 1/2"	1'-1 1/4"	
P92	2'-2 1/2"	10 1/4"	
S64	2'-2 1/2"	10 1/4"	
P38	1'-7"	7 1/4"	
S36	1'-7"	7 1/4"	
S16	1'-1"	4 5/8"	

RED INDICATES FLAT GRAPHICS

** Dealership must be image compliant to qualify for blue panels



2655 International Parkway
Virginia Beach, VA 23452

Phone: 757.301.7008
Fax: 866.418.9462

Call Toll-Free
844.511.7565

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Response Form

23SANZON-0044

1405 N Stemmons Frwy Variance Sign Size

In order for your opinion to be counted, please complete and mail this form to:

Development Services Department
Attn: Ramie Hammonds
P.O. Box 1729
Sanger, TX 76266

You may also email a copy to:

Email: rhammonds@sangertexas.org

Project No: 23SANZON-0044/ Variance Sign Size

Please circle one: In favor of request Opposed to request

Comments:

Signature James Frank Jones

Printed Name JAMES FRANK JONES

Mailing Address 3089 BELZ ROAD

City, State, Zip SANGER, TEXAS

Phone Number _____

Email Address _____

Physical Address of Property within 200 feet _____



CITY COUNCIL COMMUNICATION

DATE: October 2, 2023

FROM: Ramie Hammonds, Development Services Director

AGENDA ITEM: Consideration and possible action on a Preliminary Plat of lots 1-12 Block A, Lots 1-7 Block B, Block C, and Open space lot 5x, 8x, 13x of Lakeside Estates Addition, being 68.028 acres, located in the City of Sanger's ETJ, and generally located on the north side of McReynolds Road approximately 120 feet north east of the intersection of McReynolds Road and FM 455.

SUMMARY:

- The applicant is proposing to create 23 single-family lots and 3 open-space lots.
- The lots will range in size from 2.0 acres to 3.08 acres.
- The properties will be served with on-site septic and a well for water.
- There is one existing house currently located on the site.
- The property is located in the City of Sanger ETJ.
- Planning & Zoning did not have a quorum, so no recommendation was made.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

Staff recommends APPROVAL.

ATTACHMENTS:

Location Map
 Preliminary Plat
 Application
 Letter of Intent



201 Bolivar Street/PO Box 1729 * Sanger, TX 76266
 940-458-2059(office) www.sangertexas.org

SUBDIVISION APPLICATION

Preliminary Plat Minor Plat

Final Plat/Replat Amended Plat

Vacating Plat Conveyance Plat

Applicant

Owner (if different from applicant)


Name: Jeremy B. Nelson, PE	Name: Ramesh Raavi
Company: Kirkman Engineering, LLC	Company: Austin Lands, LLC
Address: 5200 State Highway 121	Address 803 W. Southlake Blvd. Suite 100
City, State, Zip: Colleyville, TX 76034	City, State, Zip: Southlake, TX 76092
Phone 817-488-4960	Phone: 312-206-8673
Fax: N/A	Fax: N/A
Email: jeremy.nelson@trustke.com	Email: ramesh@sr3systems.com

Submittal Checklist

<input checked="" type="checkbox"/>	Pre-Application Conference (Date: <u>04 / 03 / 2023</u>)
<input checked="" type="checkbox"/>	One (1) Paper Copy of Plat (24"x36", folded to 1/4 size)
<input checked="" type="checkbox"/>	Letter of Intent
<input checked="" type="checkbox"/>	Non-Refundable Application Fee (Check Payable to City of Sanger)
<input checked="" type="checkbox"/>	Application Form (Signed by Owner)
<input checked="" type="checkbox"/>	Applicable Plat Checklist (Completed)
<input checked="" type="checkbox"/>	Additional Required Documents/Traffic & Drainage Studies etc.
<input checked="" type="checkbox"/>	One (1) PDF Copy of all Documents Provided on a CD/DVD or Emailed to development@sangertexas.org

Supporting Materials (List if provided): _____


R Number(s): _____



 Owner's Signature

5/30/2023

 Date



 Applicant's Signature

06/05/2023

 Date

Office Use: Reviewed by Director of Development Services / /

PRELIMINARY FOR REVIEW ONLY THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR THE PURPOSES OF CONSTRUCTION, BIDDING OR PERMIT. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF: JEREMY B. NELSON P.E.# 138740 DATE: 09/22/2023

AUSTIN LANDS, LLC

803 W SOUTHLAKE BLVD, SUITE 100 SOUTHLAKE, TX 76092 312-206-8673

LAKESIDE ESTATES TRACTS 1 & 2 (68.0 AC.) C. MANCHACA SURVEY ABS. NO. 790 CITY OF SANGER ETJ DENTON COUNTY, TEXAS

Table with columns: REV, DATE, DESCRIPTION

Kirkman Engineering logo and address: KIRKMAN ENGINEERING, LLC 5200 STATE HIGHWAY 121 COLLEYSVILLE, TX 76034 TEXAS FIRM NO. 15874

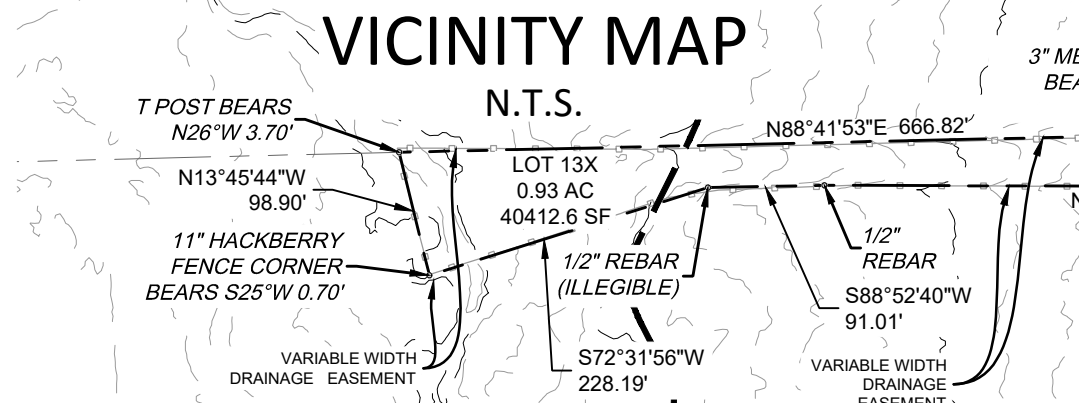
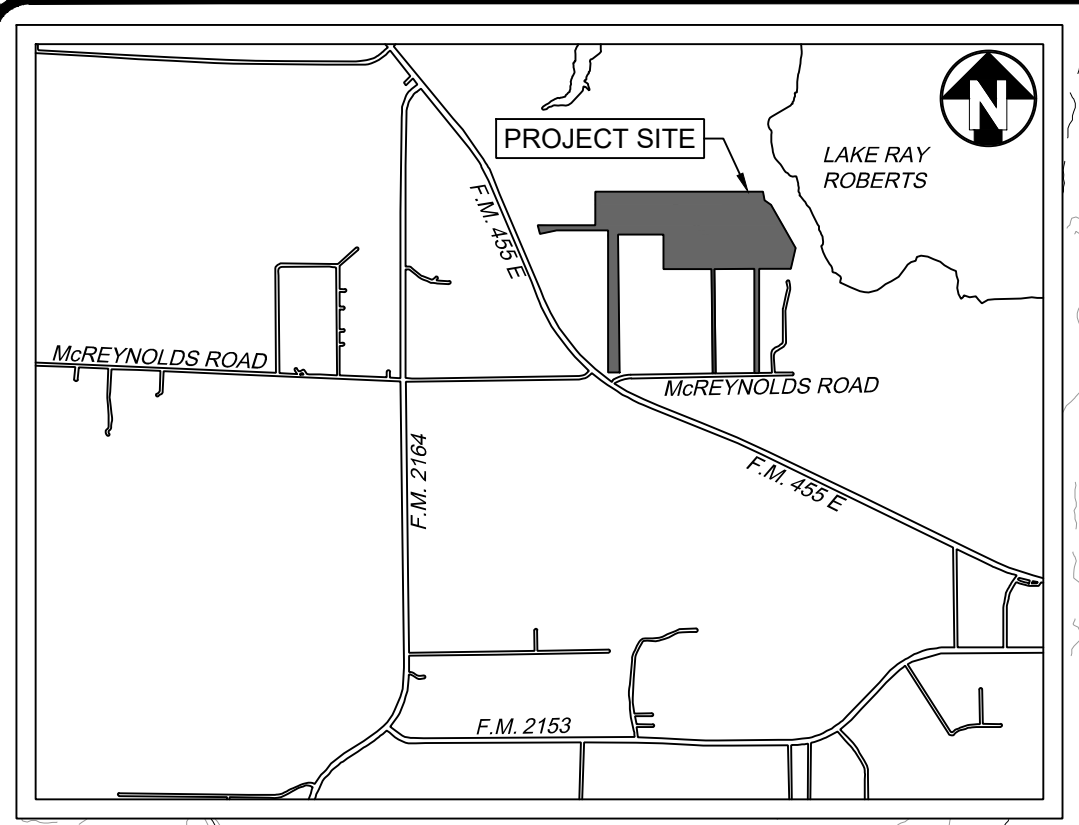
JOB NUMBER: SR322002 ISSUE DATE: 09/22/2023

PRELIMINARY PLAT

SHEET: SHEET 1 OF 2

LEGEND

- DRAINAGE & UTILITY EASEMENT D.U.E.
BUILDING SETBACK LINE
EASEMENT LINE
PROPOSED FIRE HYDRANT FH
EXISTING CONTOUR
EXISTING MAJOR CONTOUR 500
PROPERTY BOUNDARY



- PRELIMINARY PLAT GENERAL NOTES: 1. SANITARY SEWER TO BE HANDLED BY FACILITIES APPROVED BY THE DENTON COUNTY PUBLIC HEALTH DEPARTMENT. 2. ALL UTILITY PROVIDERS' NAMES, ADDRESSES AND PHONE NUMBERS OR WILL SERVE LETTERS. 3. ALL SURFACE DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, FOUNDATIONS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY. 4. NO CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM DENTON COUNTY SHALL BE ALLOWED WITHIN AN IDENTIFIED "FIRM" FLOODPLAIN AREA, AND THEN ONLY AFTER A DETAILED FLOODPLAIN DEVELOPMENT PERMIT INCLUDING ENGINEERING PLANS AND STUDIES SHOWING THE DEVELOPMENT WILL NOT INCREASE THE BASE FLOOD ELEVATION (BFE) MORE THAN ONE FOOT IN THE FLOODPLAIN OR IN THE FLOODWAY NO RISE IN THE BASE FLOOD ELEVATION (BFE) WILL RESULT, THAT NO FLOODING WILL RESULT, THAT NO OBSTRUCTION TO THE NATURAL FLOW OF WATER WILL RESULT, AND SUBJECT TO ALL OWNERS OF THE PROPERTY AFFECTED BY SUCH CONSTRUCTION BECOMING A PARTY TO THE REQUEST. WHERE CONSTRUCTION IS PERMITTED, ALL FINISH FLOOR ELEVATIONS SHALL BE A MINIMUM OF TWO-FOOT ABOVE THE 100-YEAR FLOOD ELEVATION. 5. BLOCKING THE FLOW OF WATER OR CONSTRUCTION IMPROVEMENTS IN SURFACE DRAINAGE EASEMENTS, AND FILLING OR OBSTRUCTING THE FLOODWAY IS PROHIBITED. 6. DENTON COUNTY WILL NOT BE RESPONSIBLE FOR ANY DAMAGE, PERSONAL INJURY OR LOSS OF LIFE OR PROPERTY OCCASIONED BY FLOODING OR FLOODING CONDITIONS. 7. THE EXISTING CREEKS OR DRAINAGE CHANNELS TRAVERSING ALONG OR ACROSS THE ADDITION WILL REMAIN AS OPEN CHANNELS AND WILL BE MAINTAINED BY THE INDIVIDUAL PROPERTY OWNERS OF THE LOT OR LOTS THAT ARE TRAVERSED BY OR ADJACENT TO THE DRAINAGE COURSES ALONG OR ACROSS THE LOTS. 8. DENTON COUNTY SHALL NOT BE RESPONSIBLE FOR MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES; AND THE OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, DRIVES, EMERGENCY ACCESS EASEMENTS, RECREATION AREAS AND OPEN SPACES, AND SAID OWNERS AGREE TO INDEMNIFY AND HOLD HARMLESS DENTON COUNTY, FROM ALL CLAIMS, DAMAGES AND LOSSES ARISING OUT OF OR RESULTING FROM PERFORMANCE OF THE OBLIGATIONS OF SAID OWNERS SET FORTH IN THIS PARAGRAPH. 9. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202) NORTH AMERICAN DATUM OF 1983 (NAD '83), DISTANCES ARE SURFACE WITH A COMBINED SCALE FACTOR OF 1.00015063.

- LAKE RAY ROBERTS PLANNING AND ZONING REQUIREMENTS: THESE PROPERTIES ARE LOCATED WITHIN THE LAKE RAY ROBERTS LAND USE ORDINANCE JURISDICTION AND ARE SUBJECT TO THE ORDINANCE. THIS PROPERTY IS ZONED R-2. 1. MINIMUM LOT AREA - 2 ACRES 2. MINIMUM LOT WIDTH - 125 FEET 3. MINIMUM LOT DEPTH - 100 FEET 4. MINIMUM FRONT YARD - 30 FEET 5. MINIMUM SIDE YARD - 15 FEET (MINIMUM SIDE YARD AT CORNER - 20 FEET) 6. MINIMUM REAR YARD - 30 FEET 7. MAXIMUM HEIGHT - 35 FEET 8. MAXIMUM COVERAGE - 20 PERCENT

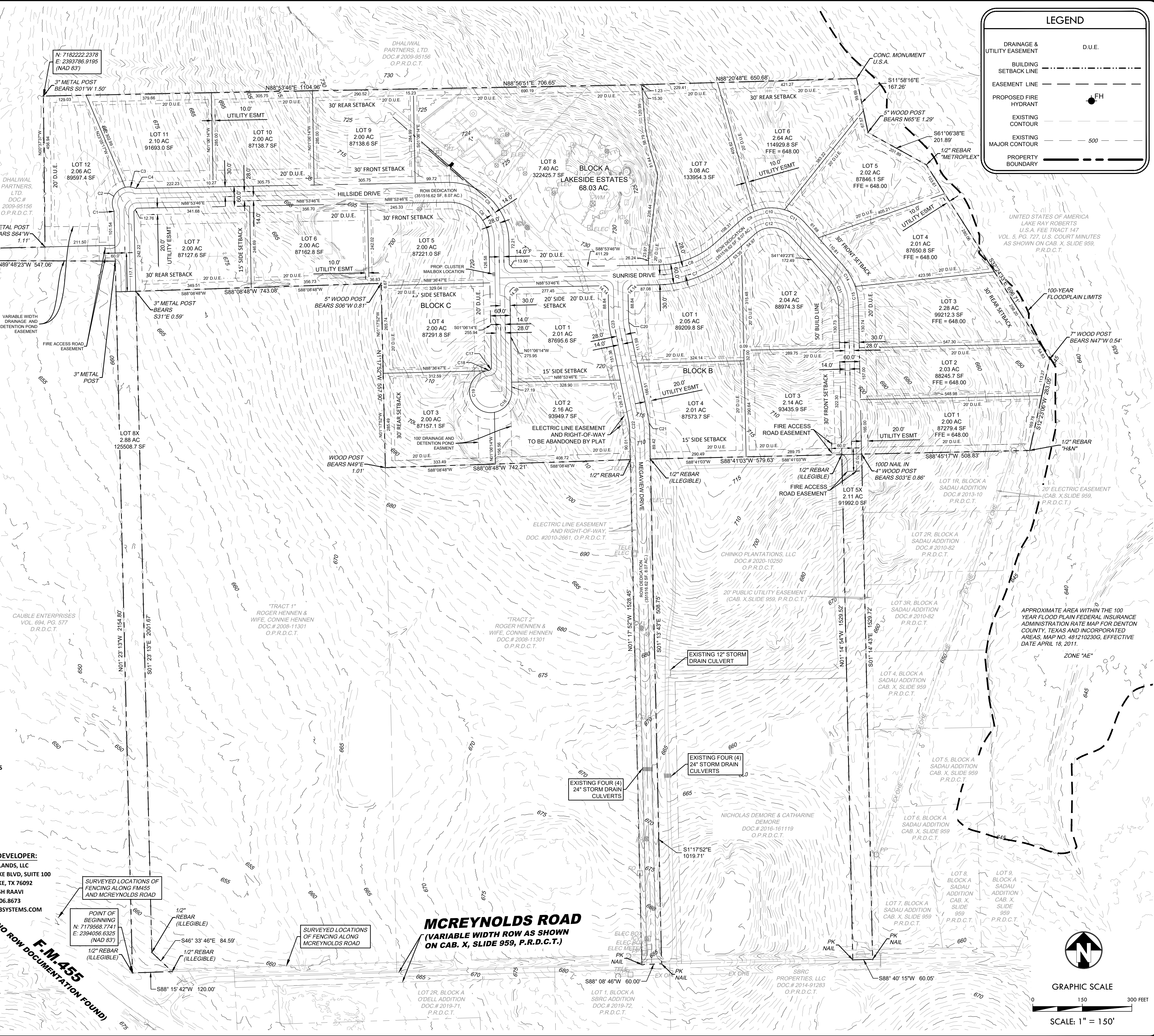
PRELIMINARY PLAT LAKESIDE ESTATES

LOTS 1-12, BLOCK A, LOTS 1-4, BLOCK B, LOTS 1-7, BLOCK C, OPEN SPACE LOTS 5X, 8X, 13X 23 SINGLE FAMILY LOTS AND 3 OPEN SPACE LOTS BEING TRACT OF LAND IN THE C. MANCHACA SURVEY, ABSTRACT NO. 790, IN DENTON COUNTY, TEXAS AUSTIN LANDS, LLC OFFICIAL PUBLIC RECORDS DENTON COUNTY, TEXAS AN ADDITION TO DENTON COUNTY, TEXAS BEING 68.028 ACRES GROSS 68.028 ACRES NET 59.958 ACRES ROW DEDICATION 8.070 ACRES DATE OF PREPARATION: 09/22/2023

ENGINEER: KIRKMAN ENGINEERING JEREMY NELSON 5200 STATE HIGHWAY 121 COLLEYSVILLE, TX 76034 817.488.4960 JEREMY.NELSON@TRUSTKE.COM SURVEYOR: BARTON CHAPA SURVEYING, LLC JOHN H. BARTON, III, RPLS #6737 5200 STATE HIGHWAY 121 COLLEYSVILLE, TX 76034 817.864.1957 JACK@BCSDFW.COM OWNER/DEVELOPER: AUSTIN LANDS, LLC 803 W SOUTHLAKE BLVD, SUITE 100 SOUTHLAKE, TX 76092 RAMESH RAIVI 312.206.8673 RAMESH@SR3SYSTEMS.COM

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY: The following certificates shall be placed on the preliminary plat by the subdivider: Approved for Preparation of Final Plat

City of Sanger, TX Planning & Zoning Commission



GRAPHIC SCALE 0 150 300 FEET SCALE: 1" = 150'

FILE PATH: K:\bids\SR322002_Sanger\SR322002_Preliminary\PLAT01_Preliminary Plat (01) - Production\PP1 - Preliminary Plat - SR322002.dwg PLOTTED BY: Jeremy Nelson PLOTTED DATE: 09/22/2023

LEGAL DESCRIPTION
(68.028 ACRES)

BEING a tract of land out of the C. Manchaca Survey, Abstract Number 790, in Denton County, Texas, and being all of "Tract 1" and "Tract 2" of that tract of land described by deed to Ryan G. Williams and Amber N. Williams as recorded under Document Number 2017-151962, Official Public Records, Denton County, Texas, (O.P.R.D.C.T.), the subject tract being more particularly described by metes and bounds as follows (bearings are based on State Plane Coordinate System, Texas North Central Zone (4202) North American Datum of 1983 (NAD 83')):

BEGINNING at a 1/2 inch rebar with an illegible cap for the southernmost southwest corner of said "Tract 1" and the herein described tract;

THENCE with the perimeter and to the corners of said Tract 1, the following calls:

- 1. North 01 degrees 23 minutes 13 seconds West, a distance of 2,154.80 feet to a 3 inch metal fence corner post found;
2. North 89 degrees 48 minutes 23 seconds West, a distance of 547.06 feet to a 1/2 inch rebar found;
3. South 88 degrees 52 minutes 40 seconds West, a distance of 91.01 feet to a 1/2 inch rebar with an illegible cap found;
4. South 72 degrees 31 minutes 56 seconds West, a distance of 228.19 feet to a point from which an 11 inch hackberry serving as a corner for a wire fence bears South 25 degrees West, a distance of 0.70 feet;
5. North 13 degrees 45 minutes 44 seconds West, a distance of 98.90 feet to a point from which a T-post fence corner found bears North 26 degrees West, a distance of 3.70 feet;
6. North 88 degrees 41 minutes 53 seconds East, a distance of 666.82 feet to a point from which a 3 inch metal fence corner post found bears South 64 degrees West, a distance of 1.11 feet;
7. North 00 degrees 37 minutes 37 seconds West, a distance of 456.94 feet to a point from which a 3 inch metal fence corner post found bears South 01 degrees West, a distance of 1.50 feet;
8. North 88 degrees 53 minutes 46 seconds East, a distance of 1,104.96 feet;
9. North 88 degrees 56 minutes 51 seconds East, a distance of 706.65 feet to a point for the northeast corner of said "Tract 1", same being the northwest corner of said "Tract 2";

THENCE with the perimeter and to the corners of said "Tract 2", the following calls:

- 1. North 88 degrees 20 minutes 48 seconds East, a distance of 650.68 feet to a United State Army Corp of Engineers concrete monument found;
2. South 11 degrees 58 minutes 16 seconds East, a distance of 167.26 feet to point from which a 5 inch wood post found bears North 65 degrees East, a distance of 1.29 feet;
3. South 61 degrees 06 minutes 38 seconds East, a distance of 201.89 feet to a 1/2 inch rebar with cap stamped, "METROPLEX" found;
4. South 32 degrees 24 minutes 33 seconds East, a distance of 696.71 feet to a point from which a 7 inch wood post found bears North 47 degrees West, a distance of 0.54 feet;
5. South 12 degrees 23 minutes 06 seconds West, a distance of 283.05 feet to a 1/2 inch rebar with cap stamped, "H&N" found;
6. South 88 degrees 45 minutes 17 seconds West, a distance of 508.83 feet to a point from which a nail found in a 4 inch wood post bears South 03 degrees East, a distance of 0.86 feet;
7. South 01 degrees 14 minutes 43 seconds East, a distance of 1,529.72 feet to a "PK" nail found in asphalt;
8. South 88 degrees 40 minutes 15 seconds West, a distance of 60.05 feet to a "PK" nail found in asphalt;
9. North 01 degrees 14 minutes 54 seconds West, a distance of 1,529.52 feet to a 1/2 inch rebar with an illegible cap found;
10. South 88 degrees 41 minutes 03 seconds West, a distance of 579.63 feet to a 1/2 inch rebar with an illegible cap found for the westernmost southwest corner of said "Tract 2", same being a re-entrant corner of said "Tract 1";

THENCE with the perimeter and to the corners of said "Tract 1", the following calls:

- 1. South 01 degrees 13 minutes 43 seconds East, a distance of 508.75 feet to a 1/2 inch rebar found;
2. South 01 degrees 17 minutes 52 seconds East, a distance of 1,019.71 feet to a "PK" nail found in asphalt;
3. South 88 degrees 08 minutes 46 seconds West, a distance of 60.00 feet to a "PK" nail found in asphalt;
4. North 01 degrees 17 minutes 52 seconds West, a distance of 1,528.45 feet to a 1/2 inch rebar found;
5. South 88 degrees 08 minutes 48 seconds West, a distance of 742.21 feet to a point from which a wood post found bears North 49 degrees East, a distance of 1.01 feet;
6. North 01 degrees 17 minutes 52 seconds West, a distance of 557.90 feet to a point from which a 5 inch wood post found bears South 06 degrees West, a distance of 0.81 feet;
7. South 88 degrees 08 minutes 48 seconds West, a distance of 743.08 feet to a point from which a 3 inch metal post found bears South 31 degrees East, a distance of 0.59 feet;
8. South 01 degrees 23 minutes 13 seconds East, a distance of 2,001.67 feet to a 1/2 inch rebar with an illegible cap found;
9. South 46 degrees 33 minutes 46 seconds East, a distance of 84.59 feet to a 1/2 inch rebar with an illegible cap found;
10. South 88 degrees 15 minutes 42 seconds West, a distance of 120.00 feet, returning to the POINT OF BEGINNING and enclosing 68.028 acres (2,963,298 square feet) of land, more or less.

STATE OF TEXAS) CERTIFICATE OF SURVEYOR OR ENGINEER
COUNTY OF _____) WHO PREPARED PLAT

I, the undersigned, a (registered professional engineer/public surveyor) in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

(Engineer or Surveyor's Seal)

Registered Professional Engineer or Registered Public Surveyor

STATE OF TEXAS) OWNER'S ACKNOWLEDGEMENT AND DEDICATION
COUNTY OF _____)

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

(Metes and Bounds Description of Boundary)

and designated herein as the _____ subdivision to the City of Sanger, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, water courses, drains, easements, right-of-way and public places thereon shown for the purpose and consideration therein expressed.

Owner

STATE OF TEXAS)
COUNTY OF _____)

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

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

Notary Public _____ County, Texas

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY:

The following certificates shall be placed on the preliminary plat by the subdivider: Approved for Preparation of Final Plat

City of Sanger, TX Date
Planning & Zoning Commission

Table with 6 columns: CURVE #, LENGTH, RADIUS, DELTA, CHORD BEARING, CHORD DISTANCE. Rows C1 through C15.

Table with 6 columns: CURVE #, LENGTH, RADIUS, DELTA, CHORD BEARING, CHORD DISTANCE.

Table with 3 columns: LINE NUMBER, LINE BEARING, LINE LENGTH.

Table with 4 columns: LOT, BLOCK, AREA (sf), AREA (ac.). Rows 1 through 13X.

Table with 4 columns: LOT, BLOCK, AREA (sf), AREA (ac.). Rows 1 through 5X.

Table with 4 columns: LOT, BLOCK, AREA (sf), AREA (ac.). Rows 1 through 8X.

Table with 4 columns: LOT, BLOCK, AREA (sf), AREA (ac.). Rows ROW DEDICATION, ROW DEDICATION, 351551.07, 8.07.

PRELIMINARY FOR REVIEW ONLY THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR THE PURPOSES OF CONSTRUCTION, BIDDING OR PERMIT. THEY WERE PREPARED BY, OR UNDER THE SUPERVISION OF: JEREMY B. NELSON P.E.# 138740 DATE: 09/22/2023

AUSTIN LANDS, LLC

803 W SOUTHLAKE BLVD, SUITE 100 SOUTHLAKE, TX 76092 312-206-8673

LAKESIDE ESTATES TRACTS 1 & 2 (68.0 AC.) C. MANCHACA SURVEY ABS. NO. 790 CITY OF SANGER ETJ DENTON COUNTY, TEXAS

Table with 2 columns: REV, DATE. Description column.



JOB NUMBER: SR322002 ISSUE DATE: 09/22/2023

PRELIMINARY PLAT

SHEET: SHEET 2 OF 2



Kirkman Engineering
5200 State Highway 121
Colleyville, TX 76034
PH 817.488.4960

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

June 5, 2023

RE: Lakeside Estates Preliminary Plat Letter of Intent

Dear Mr. Hammonds,

Please let this document serve as the letter of intent for the Lakeside Estates preliminary plat submittal. The proposed development is located on a 68.028-acre tract of land near the intersection of F.M. 455 and McReynolds Road and comprises of 23 single family lots along with 3 open space lots. The tract of land is situated in the C. Manchaca Survey, Abstract #790 Denton County, Texas. The subdivider of this development is Austin Lands, LLC located at 803 W Southlake Boulevard, Suite 100, Southlake, Texas 76092. Kirkman Engineering will serve as the designated point of contact for future correspondence. We request that the preliminary plat be reviewed and considered by the appropriate approval body.

Thank you,

A handwritten signature in blue ink that reads 'Jeremy B. Nelson, PE'.

Jeremy Nelson, P.E.
Jeremy.nelson@trustke.com
(817)488-4960



CITY COUNCIL COMMUNICATION

DATE: October 16, 2023

FROM: Clayton Gray, Chief Financial Officer

AGENDA ITEM: Consideration and possible action to select Republic Services for solid waste and recycling services and authorizing the City Manager to negotiate a possible contract with Republic Services.

SUMMARY:

- On September 5, 2023, the City Council authorized staff to issue a Request for Proposals for Solid Waste and Recycling Services for a five-year period beginning January 1, 2024.
- Five proposals were received in response to the RFP.
- Staff has evaluated the responses per the criteria established in the RFP.

FISCAL INFORMATION:

Budgeted: N/A

Amount: N/A

GL Account: N/A

RECOMMENDED MOTION OR ACTION:

- Staff recommends approval of Republic Services to provide solid waste and recycling services to the City.

ATTACHMENTS:

- N/A



Chris Felan
Vice President
Rates & Regulatory Affairs

September 26, 2023

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 October 2023 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,

A handwritten signature in cursive script that reads "Chris Felan".

Chris Felan
Vice President, Rates and Regulatory Affairs
Atmos Energy, Mid-Tex Division

Attachment

ATMOS ENERGY CORPORATION
MID-TEX DIVISION
STATEMENT OF RIDER GCR
October, 2023
PREPARED IN ACCORDANCE WITH
GAS UTILITIES DOCKET NO. 10170

Part (a) - Mid-Tex Commodity Costs					
Line	(a)	(b)			
1	Estimated Gas Cost per Unit:	\$0.18453			
2	Estimated City Gate Deliveries:	70,861,530			
3	Estimated Gas Cost:	\$13,076,078			
4	Lost and Unaccounted For Gas %	2.5932%			
5	Estimated Lost and Unaccounted for Gas	\$339,089			
6	Total Estimated City Gate Gas Cost:	\$13,415,167			
7	Estimated Sales Volume:	53,661,360			
8	Estimated Gas Cost Factor - (EGCF)	0.25000			
9	Reconciliation Factor - (RF):	0.00000			
10	Taxes (TXS):	0.00000			
11	Adjustment - (ADJ):	0.00000			
12	Gas Cost Recovery Factor - (GCRF) (Taxable)	0.25000	per Ccf	Btu Factor 0.1024	Per MMBtu \$2.4414
13	Customer Rate Relief - (CRR) (Non-Taxable)	0.11000	per Ccf	0.1024	\$1.0742
Part (b) - Pipeline Services Costs					
Line	(a)	(b)	(c)	(d)	(e)
			Rate R - Residential	Rate C - Commercial	Rate I - Industrial Service Rate T - Transportation ¹
	<u>Fixed Costs</u>				
14	Fixed Costs Allocation Factors [Set by GUD 10170]	100.0000%	64.3027%	30.5476%	5.1497%
15	a. Current Month Fixed Costs of Pipeline Services	\$52,502,777	33,760,703	16,038,338	2,703,736
16	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
17	Net Fixed Costs	\$52,502,777	\$33,760,703	\$16,038,338	\$2,703,736
	<u>Commodity Costs</u>				
18	a. Estimated Commodity Cost of Pipeline Services	\$3,413,843	2,092,449	1,032,143	289,251
19	b. Plus: Second Prior Month Recovery Adjustment	\$0	\$0	\$0	\$0
20	Net Commodity Cost of Pipeline Services	\$3,413,843	\$2,092,449	\$1,032,143	\$289,251
21	Total Estimated Pipeline Costs (Line 16 + Line 19)	\$55,916,620	\$35,853,152	\$17,070,481	\$2,992,987
22	Estimated Billed Volumes		71,689,690 Ccf	47,417,710 Ccf	4,956,973 MMBtu
23	Pipeline Cost Factor (PCF) [Line 20 / Line 21] (Taxable)		0.50010 Ccf	0.36000 Ccf	\$0.6038 MMBtu
24	Gas Cost Recovery Factor - (GCRF) [Line 12] (Taxable)		0.25000 Ccf	0.25000 Ccf	\$2.4414 MMBtu
25	Customer Rate Relief - (CRR) (Non-Taxable)		0.11000 Ccf	0.11000 Ccf	\$1.0742 MMBtu
26	Rider GCR		0.86010 Ccf	0.72000 Ccf	Rate I - \$4.1194 MMBtu
27					Rate T - \$0.6038 MMBtu

¹ Industrial Service and Transportation are reported in MMBtu. An MMBtu conversion factor of .1024 is used to convert from Ccf.