Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

May 12, 2014

COUNCIL MEMBERS:
Charlie Price
Don Funderlic
Jane Barrett
Don Surratt

Matthew Fielder, City Manager

Work Session 6:30 p.m.
Regular Session 7:30 p.m.
Council Chamber
1614 South Bowen Road

WORK SESSION 6:30 P.M.
REVIEW AND DISCUSS ITEMS ON THE REGULAR AGENDA, AND CONSIDER PLACING APPROVED ITEMS ON CONSENT AGENDA.
All consent agenda items are considered to be routine by the Council and will be enacted with one motion. There will be no separate discussion of items unless a Council Member so requests, in which event, the item will be removed from the general order of business and considered in its normal sequence.

1. City Manager Report
   - Update on the Road Projects
   - Update on the Personnel Vacancies
   - Update on the Supreme Court Ruling regarding Invocations
   - Update on the Denitech Contract
   - Update on the Laserfische
   - Update on Board and Commission Appointments
   - Update on PantegoFest
   - Update on the Computer Virus

2. Monthly Staff Reports
   - Finance: Monthly Investment, Interest Distribution, Fund Investment, General Fund Variance Analysis, General Fund Summarized Expenditure Variance Analysis, Water and Sewer Variance Analysis.
   - Public Safety: Public Safety Monthly Activity Report, Officer Activity Report, Criminal Investigation Report, Crime Statistics, Fire Department Monthly Activity Summary, Letters of Appreciation.
   - Public Works Department: Director's Update, Water Billing Reports
   - Community Development: Certificate of Occupancies, Building Permits, Inspections, Construction Values, Contractor Registrations.
   - Municipal Court: Citations Issued, Warrants Issued, Monies Received.
   - Utilities: Water and Sewer Billing Analysis, Garbage and Recycle Billing Analysis.

3. Approval of Bills Payable and Purchase Orders in excess of $1,000.
   A summary of invoices, purchase orders, and applicable copies are included in the agenda packet.

4. Approval and Acceptance of Minutes
   Approval of Town Council Minutes:
   - Town Council minutes from April 28, 2014

   Acceptance of Minutes of Boards and Commissions:
   - CRB Minutes from April 1, 2014

REGULAR SESSION 7:30 P. M.
CALL TO ORDER/WELCOME
INVOCATION BY: Julie Arrington, City Secretary
PLEDGE OF ALLEGIANCE
MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS
RECOGNITION/RECEPTION

COUNCIL LIAISON TO BOARD REPORT
- Community Relations Board
- Pantego Youth Leadership Council

PEDC REPORT

CITIZENS OPEN FORUM

This is a time for the public to address the Town Council on any subject not on this agenda. However, in accordance with the Open Meetings Act Section 551.042, the Town Council cannot discuss issues raised or make any decisions on that subject at this time. The Town Council or an appropriate Town official may make a statement of factual information or policy on the subject in response to an inquiry by a member of the public. Issues raised may be referred to Town Staff for research and possible future action.

APPROVAL OF CONSENT AGENDA ITEMS

Approval of the Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations and all votes on final reading will be recorded as reflected on first reading unless otherwise indicated. Public comment will be accepted on items, with the exception of those items on which a public hearing has been held and closed by Council.

ORDINANCES

5. Discuss, direct, and consider action on an Ordinance Amending the Town Of Pantego Municipal Code: Chapter 1 –General Provisions; Article 1.04 Town Officers; Division 2 City Manager; Section 1.04.031 Office Created; Appointment And Removal; Term; Compensation By Adding A Requirement For A Municipal Bond In The Amount Of $50,000 And By Adding Section 1.04.035 Financial Director; Containing A Savings Clause; Repealing All Ordinances In Conflict Herewith; And Declaring An Effective Date.

RESOLUTIONS

6. Discuss, direct, and consider action on a Resolution Authorizing the City Manager to enter into an Interlocal Agreement with the City of Fort Worth for the Collection of Household Hazardous Waste.

7. Discuss, direct, and consider action on a Resolution Denying the Rate Increase Requested by Atmos Energy Corp., Mid-Tex Division under the Company's 2014 Annual Rate Review Mechanism Filing in all Cities Exercising Original Jurisdiction.

OLD BUSINESS FOR DISCUSSION, REVIEW, APPROVAL AND/OR DIRECT STAFF

8. Discuss and direct staff on the possible amendments to the solicitation regulations.

9. Discuss and direct staff on the possibility of relocating overhead utilities that is in conflict with the Park Row Project.

10. Discuss and direct staff on possible amendments to the Boat and RV regulations.

Following the Scheduled Executive Session, the Council will reconvene in public session and may take any and all action necessary concerning the Executive Session.

SCHEDULED EXECUTIVE SESSION ITEMS

- The Council will convene in the City Manager's Office pursuant to the Texas Government Code for an executive session on the following items:
    1. Pursuant to Government Code Section 551.071 Litigation Matters, to discuss pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – Litigation Van Hoosier.

COUNCIL INQUIRY

If a member of the Council makes a spontaneous inquiry about a subject not on this agenda, then the Town Council or an appropriate Town official may make a statement of factual information or policy in response to such an inquiry. However, in accordance with Open Meetings Act Section 551.042, the Town Council cannot discuss issues raised or make any decisions on that subject at this time. Issues raised may be referred to Town Staff for research and possible future action.

ADJOURNMENT

CERTIFICATION

Prepared and posted in accordance with Chapter 551 of the Texas Government Code. I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window of a display cabinet at the Town Hall of the Town of Pantego, Texas, a place of convenience and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, May 9, 2014 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.

Julie Arrington, City Secretary

Auxiliary aids and services are available to a person when necessary to afford an equal opportunity to participate in Town functions and activities. Auxiliary aids and services or accommodations should be requested forty-eight (48) hours prior to the scheduled starting time by calling the City Secretary's Office at (817) 548-5852.

Complete Council Agenda and background information are available for review at the City Secretary's Office and on the Town's website: www.townofpantego.com.

City Manager's Report

To: Mayor Paradise and Members of the Town Council

From: Matt Fielder, City Manager

Date: May 12, 2014

Update on Road Projects

The maintenance bond for the project has been obtained. There is one small area of asphalt on Country Club Court awaiting repair by the contractor. Since he is a concrete contractor, he is hiring an asphalt contractor to perform the work and is waiting on their schedule. Staff is working to make corrections to two properties requested by homeowners.

Update on Personnel Vacancies

There are new vacancies with the loss of a public works maintenance worker and a public safety dispatcher to Tarrant County. These are added to two vacant police officer positions, two vacant fire fighter positions, and the vacant public works maintenance worker and director. Candidates have been identified for the police officer positions and the dispatcher. These are awaiting final completion of the necessary background checks and assessments. The other positions have been advertised.

Update on the Supreme Court Ruling

The U.S. Supreme Court upheld performing invocations prior to City Council meetings this week. The ruling is attached to this report.

Update on Denitech Contract

Staff met with representatives of Denitech to review their efforts to address the Town's concerns regarding the copier and printing contract. Denitech reported that they have corrected the default settings of all printers to black and white. Their next step is to assess the output of the printers and copiers in May, utilizing the correct default settings in order to establish an accurate baseline for a revised cost structure. They plan to report back to Council in June with their findings.

Update on the Laserfische

In response to Council's inquiry at the last meeting regarding the cost to update Laserfische to the current version, a quote of $10,000 was given. There would be an additional cost of $2,600 per year for maintenance. In addition, additional upgrades would need to be purchased, as they are produced in the future.

Update on Boards and Commissions Appointments

Please see the memo provided by City Secretary Julie Arrington.

City Manager's Report

Update on Pantego Fest

Staff is working with the festival planner to send out sponsor and vendor packets to Pantego businesses. In addition, contracts for the stage (through Ben E. Keith), as well as music are being obtained. April, with Flair Events, will be at the May 19th meeting to provide another update and to submit contracts for support vendors.

Computer Virus

As previously reported to Council, the Town's computer system was the victim of a computer virus. Staff worked with iWerks to recover the lost data, and with the exception of some information on the Public Safety server, was successful. The data that was lost consisted of working notes and tracking spreadsheets created over the last ninety days. This information is being recreated. iWerks has made changes to our system to address the security issues identified by this incident.

Syllabus

NOTE: Where it is feasible, a syllabus (headnote) will be released, as is being done in connection with this case, at the time the opinion is issued. The syllabus constitutes no part of the opinion of the Court but has been prepared by the Reporter of Decisions for the convenience of the reader. See *United States* v. *Detroit Timber & Lumber Co.,* 200 U. S. 321, 337.

SUPREME COURT OF THE UNITED STATES

Syllabus

TOWN OF GREECE, NEW YORK *v.* GALLOWAY ET AL.

CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

No. 12–696. Argued November 6, 2013—Decided May 5, 2014

Since 1999, the monthly town board meetings in Greece, New York, have opened with a roll call, a recitation of the Pledge of Allegiance, and a prayer given by clergy selected from the congregations listed in a local directory. While the prayer program is open to all creeds, nearly all of the local congregations are Christian; thus, nearly all of the participating prayer givers have been too. Respondents, citizens who attend meetings to speak on local issues, filed suit, alleging that the town violated the First Amendment's Establishment Clause by preferring Christians over other prayer givers and by sponsoring sectarian prayers. They sought to limit the town to "inclusive and ecumenical" prayers that referred only to a "generic God." The District Court upheld the prayer practice on summary judgment, finding no impermissible preference for Christianity; concluding that the Christian identity of most of the prayer givers reflected the predominantly Christian character of the town's congregations, not an official policy or practice of discriminating against minority faiths; finding that the First Amendment did not require Greece to invite clergy from congregations beyond its borders to achieve religious diversity; and rejecting the theory that legislative prayer must be nonsectarian. The Second Circuit reversed, holding that some aspects of the prayer program, viewed in their totality by a reasonable observer, conveyed the message that Greece was endorsing Christianity.

Held: The judgment is reversed.

681 F. 3d 20, reversed.

JUSTICE KENNEDY delivered the opinion of the Court, except as to Part II–B, concluding that the town's prayer practice does not violate the Establishment Clause. Pp. 6–18.

Syllabus

(a) Legislative prayer, while religious in nature, has long been understood as compatible with the Establishment Clause. *Marsh* v. *Chambers*, 463 U. S. 783, 792. In *Marsh*, the Court concluded that it was not necessary to define the Establishment Clause's precise boundary in order to uphold Nebraska's practice of employing a legislative chaplain because history supported the conclusion that the specific practice was permitted. The First Congress voted to appoint and pay official chaplains shortly after approving language for the First Amendment, and both Houses have maintained the office virtually uninterrupted since then. See *id.*, at 787–789, and n. 10. A majority of the States have also had a consistent practice of legislative prayer. *Id.,* at 788–790, and n. 11. There is historical precedent for the practice of opening local legislative meetings with prayer as well. *Marsh* teaches that the Establishment Clause must be interpreted "by reference to historical practices and understandings." *County of Allegheny* v. *American Civil Liberties Union, Greater Pittsburgh Chapter*, 492 U. S. 573, 670 (opinion of KENNEDY, J.). Thus, any test must acknowledge a practice that was accepted by the Framers and has withstood the critical scrutiny of time and political change. The Court's inquiry, then, must be to determine whether the prayer practice in the town of Greece fits within the tradition long followed in Congress and the state legislatures. Pp. 6–9.

(b) Respondents' insistence on nonsectarian prayer is not consistent with this tradition. The prayers in *Marsh* were consistent with the First Amendment not because they espoused only a generic theism but because the Nation's history and tradition have shown that prayer in this limited context could "coexis[t] with the principles of disestablishment and religious freedom." 463 U. S., at 786. Dictum in *County of Allegheny* suggesting that *Marsh* permitted only prayer with no overtly Christian references is irreconcilable with the facts, holding, and reasoning of *Marsh*, which instructed that the "content of the prayer is not of concern to judges," provided "there is no indication that the prayer opportunity has been exploited to proselytize or advance any one, or to disparage any other, faith or belief." 463 U. S., at 794–795. To hold that invocations must be nonsectarian would force the legislatures sponsoring prayers and the courts deciding these cases to act as supervisors and censors of religious speech, thus involving government in religious matters to a far greater degree than is the case under the town's current practice of neither editing nor approving prayers in advance nor criticizing their content after the fact. Respondents' contrary arguments are unpersuasive. It is doubtful that consensus could be reached as to what qualifies as a generic or nonsectarian prayer. It would also be unwise to conclude that only those religious words acceptable to the majority are permis-

sible, for the First Amendment is not a majority rule and government may not seek to define permissible categories of religious speech. In rejecting the suggestion that legislative prayer must be nonsectarian, the Court does not imply that no constraints remain on its content. The relevant constraint derives from the prayer's place at the opening of legislative sessions, where it is meant to lend gravity to the occasion and reflect values long part of the Nation's heritage. From the Nation's earliest days, invocations have been addressed to assemblies comprising many different creeds, striving for the idea that people of many faiths may be united in a community of tolerance and devotion, even if they disagree as to religious doctrine. The prayers delivered in Greece do not fall outside this tradition. They may have invoked, *e.g.,* the name of Jesus, but they also invoked universal themes, *e.g.,* by calling for a "spirit of cooperation." Absent a pattern of prayers that over time denigrate, proselytize, or betray an impermissible government purpose, a challenge based solely on the content of a particular prayer will not likely establish a constitutional violation. See 463 U. S., at 794–795. Finally, so long as the town maintains a policy of nondiscrimination, the Constitution does not require it to search beyond its borders for non-Christian prayer givers in an effort to achieve religious balancing. Pp. 9–18.

JUSTICE KENNEDY, joined by THE CHIEF JUSTICE and JUSTICE ALITO, concluded in Part II–B that a fact-sensitive inquiry that considers both the setting in which the prayer arises and the audience to whom it is directed shows that the town is not coercing its citizens to engage in a religious observance. The prayer opportunity is evaluated against the backdrop of a historical practice showing that prayer has become part of the Nation's heritage and tradition. It is presumed that the reasonable observer is acquainted with this tradition and understands that its purposes are to lend gravity to public proceedings and to acknowledge the place religion holds in the lives of many private citizens. Furthermore, the principal audience for these invocations is not the public, but the lawmakers themselves. And those lawmakers did not direct the public to participate, single out dissidents for opprobrium, or indicate that their decisions might be influenced by a person's acquiescence in the prayer opportunity. Respondents claim that the prayers gave them offense and made them feel excluded and disrespected, but offense does not equate to coercion. In contrast to *Lee* v. *Weisman*, 505 U. S. 577, where the Court found coercive a religious invocation at a high school graduation, *id.,* at 592–594, the record here does not suggest that citizens are dissuaded from leaving the meeting room during the prayer, arriving late, or making a later protest. That the prayer in Greece is delivered during the opening ceremonial portion of the town's meeting, not

the policymaking portion, also suggests that its purpose and effect are to acknowledge religious leaders and their institutions, not to exclude or coerce nonbelievers. Pp. 18–23.

JUSTICE THOMAS, joined by JUSTICE SCALIA as to Part II, agreed that the town's prayer practice does not violate the Establishment Clause, but concluded that, even if the Establishment Clause were properly incorporated against the States through the Fourteenth Amendment, the Clause is not violated by the kind of subtle pressures respondents allegedly suffered, which do not amount to actual legal coercion. The municipal prayers in this case bear no resemblance to the coercive state establishments that existed at the founding, which exercised government power in order to exact financial support of the church, compel religious observance, or control religious doctrine. Pp. 1–8.

KENNEDY, J., delivered the opinion of the Court, except as to Part II–B. ROBERTS, C. J., and ALITO, J., joined the opinion in full, and SCALIA and THOMAS, JJ., joined except as to Part II–B. ALITO, J., filed a concurring opinion, in which SCALIA, J., joined. THOMAS, J., filed an opinion concurring in part and concurring in the judgment, in which SCALIA, J., joined as to Part II. BREYER, J., filed a dissenting opinion. KAGAN, J., filed a dissenting opinion, in which GINSBURG, BREYER, and SOTOMAYOR, JJ., joined.

FRANKLIN DIGITAL SOLUTIONS LASERFICHE SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT

This Agreement entered into between Franklin Digital Solutions, Inc. (Provider) of 2435 20th Street, Lubbock, Texas 79411, and the Town of Pantego (Customer) of Pantego, Texas, is for the period of one year, beginning on the date of execution and ending one year thereafter, with said Agreement automatically renewing each year unless written notification is given by either party at least 60 days before the expiration of that year term.

Franklin Digital Solutions will provide maintenance and support services (Services) to the Town of Pantego as defined in this Agreement for the following Software described in the pricing portion herein.

1. Laserfiche Software Assurance Plan. Client will be invoiced by Franklin Digital Solutions for the annual Laserfiche Software Assurance Plan (LSAP) in accordance with current LSAP pricing provided by Laserfiche. LSAP will be billed concurrently with other service costs as set forth herein.

2. Service Packages. Client will be invoiced for one of three Service Packages as outlined below:

- ❑ Service Package A (1 days/8 hours): $1,000.00
- ❑ Service Package B (3 days/24 hours): $2,695.00
- ❑ Service Package C (5 days/40 hours): $3,995.00

(Please indicate selection of desired Service Package.)

Should service in a one-year period exceed the number of hours included in the selected Service Package, services will be provided at the hourly rate of $150.00.

(Note: Service Package A is not recommended for systems with more than 5 users.)

3. Maintenance. Franklin Digital Solutions shall use commercially reasonable best efforts to identify and resolve bugs, errors and other problems with the Laserfiche software, whether discovered by Franklin Digital Solutions or reported by customers or from any other credible source.

4. Support. Franklin Digital Solutions shall provide phone support to Customer from 9:00 a.m. to 4:30 p.m. CST on normal business days, excluding normal and customary holidays. Typical response time is less than one hour, but Franklin Digital Solutions shall respond to Customer within 3 normal business hours. Contact by email is preferred. Franklin Digital Solutions shall use commercial reasonable best efforts to

answer questions, identify and resolve problems with the Laserfiche software, and assist with operational procedures or work-arounds.

Upon request of Customer, Franklin Digital Solutions shall provide on-site support within a mutually agreed time frame. The charges for such visits are not included in the compensation referred to above and shall be an additional charge at the standard consulting rates and shall include all travel and incidental expenses. All charges must be agreed to in writing prior to commencement of any on-site support.

5. Service Limitations. Franklin Digital Solutions shall be under no obligation to provide services as a result of (a) the operation of the software outside normal configurations described in product documentation; (b) Customer's material failure to maintain the software according to industry standards and conventions or as required by product documentation; (c) customization of the software or integration with other software by anyone other than Franklin Digital Solutions.

6. Limitation of Liability. Franklin Digital Solution's sole liability under this Agreement shall be limited to direct, objectively measured damages. In no event shall either party have any liability to the other for indirect, consequential, special, incidental or speculative damages whether arising under contract, tort or statute, claims of infringement, loss of good will and loss of profits. Franklin Digital Solution's total liability for all claims under this Agreement shall be limited to the fees received by Franklin Digital Solutions for the Services provided during the annual period of performance.

7. License. The support and maintenance services provided under this Agreement are subject to the software license agreement for the Laserfiche software.

TOWN OF PANTEGO
SQL LASERFICHE SYSTEM PRICING

1st Year Basic System Cost:

Software Costs

Product Code	Product Name	Quantity	Unit Price	Line Total
MSE30	Avante MS SQL Server (with Workflow)	1.00	$5,000.00	$5,000.00
MSE30B	Avante MS SQL Server Basic LSAP	1.00	$1,000.00	$1,000.00
MNF05	Named Full User w/Email and Snapshot	6.00	$500.00	$3,000.00
MNF05B	Named Full User w/Email and Snapshot Basic LSAP	6.00	$100.00	$600.00
	Total LF Software Cost			**$9,600.00**

Service Costs

Product	Description	Line Total
I & C, Training	Installation and Commissioning of Software; Training and Follow-up	$2,450.00
SP-A	Service Package A (1 day/8 hours)	$1,000.00
	Total Install Cost	**$3,450.00**

Total Base System Cost w/ Installation: $13,050.00
LESS Trade-in quote from Laserfiche (- $1,620.00) = $11,430.00
LESS 10% Franklin Legal Publishing Code Client Discount (- $1,430.00) = **$10,000.00**

Basic System LSAP and Other Maintenance Per Year After 1st Year:

Product Code	Product Name	Quantity	Unit Price	Line Total
MSE30B	Laserfiche Avante Server for SQL Server with Workflow Basic LSAP	1.00	$1,000.00	$1,000.00
MNF05B	Named Full User Basic LSAP	6.00	$100.00	$600.00
SP-A	Service Package A (1 day/8 hours)			$1,000.00
Total LSAP and Other Maintenance Each Year				**$2,600.00**

Other Optional Costs:

Service Package(s), purchasable in blocks of days. Includes:
-Training via web or telephone (travel costs for onsite visits not included)
-Remote troubleshooting
-Remote implementation and/or configuration
-Remote software updates

Service Package C (5 days/40 hours): $3,995.00

Optional Hardware Costs

Product	Description	QTY	Unit Price	Total
Fi 6130	Fujitsu fi 6130 Scanner	1	$1,200.00	$1,200.00
	Total Hardware Cost			**$1,200.00**

NOTE: The above prices were constructed under the assumption that each user will be operating a PC on a server that meets the minimum system requirements as follows:

Minimum Client PC Requirements:

- **CPU:** 1.8 GHz or faster processor
- **Memory:** 2 GB RAM
- **Operating system:** Windows XP (Service Pack 2), Windows Server 2003 (Service Pack 1), Windows Server 2003 Release 2, Windows Vista, Windows Server 2008, Windows 7

Minimum Server Requirements:

- **Database engine:** MSDE (Service Pack 3), Microsoft SQL Server 2000 (Service Pack 3), Microsoft SQL Server 2005 (Service Pack 2), Microsoft SQL Server 2008

Authorized Signatures

Franklin Digital Solutions	**Town of Pantego**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

G/A MEMO

To: Matt, Fielder, City Manager

From: Julie Arrington, City Secretary

Date: May 12, 2014

Re: Board Appointments

As you are aware several seats from the various boards are up for re-appointment in June 2014. I have sent requests to the current board members, whose terms are expiring, for confirmation of re-appointment. I have received three applications which are attached.

There are currently three board members who will not seek re-appointment for their seat on their board; Barbara Rogers on the PEDC Board and William Holland and William Nolen both on the P & Z Commission.

The following board members would like to continue their appointments:

Paul Mayo, PEDC Board
Fred Adair, PEDC Board
Don Surratt, PEDC Board
Jason Bergin, P & Z Commission
Charles Jones, ZBA
Janice Wood, ZBA
Randy Siddens, ZBA would like to move to P & Z but will remain on ZBA if needed.

TOWN COUNCIL APPOINTMENTS
BOARDS AND COMMISSIONS
CANDIDATE APPLICATION

This application form is used by the Town Council for the purpose of selecting individuals for appointments to serve on duly constituted Boards or Commissions which have been established to assist and advise the Town Council on specific issues and special events. Please complete this application in full and attach any additional information you feel will assist the Town Council in their selection. Applications should be typed or clearly printed and filed with the Town Secretary. ***The Council may require an interview with applicants prior to appointment.***

Eligibility Requirements: Must be a resident of Tarrant County and hold no publicly elected office.

Name Stephanie Springer Telephone 817-823-9183

Residence Address 700 Buffalo Dr Zip 76013 How long? 6 yrs

Is any family member currently serving on a board? If so, give person's name No

Present occupation and place of employment Texas Fitt / Self-Employed/Owner

E-mail: info@texasfitt.com Work Telephone 817-459-3488

Educational background associates degree TCC

Community organizations and/or professional memberships

Prior service on Town boards or commissions

Reason(s) for which you wish to be considered for appointment We own businesses in Pantego and have the best interest of development of Pantego in mind.

Please indicate your area(s) of interest. You may specify any number of 1st choice, 2nd, 3rd, etc. The numbers within the parenthesis indicate (***term***, in years / typical number of ***meetings*** held each year).

___ Community Relations Board (2/12)
✓ Pantego Economic Dev. Corp. (2/24)

The PEDC is a 4B Corporation and does not fall under most of the Town's pre-requisites

___ Where Needed
___ Planning & Zoning Commission (2/12)
___ Zoning Board of Adjustment (2/12)

Have you attended any of the above Board or Commission meetings that you wish to be considered for? yes

If not selected for appointment at this time, would you like your name submitted to the appropriate chairperson(s) for possibly helping on sub-committees or special projects? yes

I certify that the foregoing information is true and correct.

Signature of Applicant: [signature] Date 5/5/14

Applicants and incumbents are advised that they may be required to make available information as to any potential conflict of interest arising from their business with the Town of Pantego or where the decisions taken by the Town of Pantego may influence that business or affiliation.

Public deliberation and selection of applicants by Town Council is subject to the provisions of the Texas Open Meetings Act.

TOWN OF PANTEGO

TOWN COUNCIL APPOINTMENTS
BOARDS AND COMMISSIONS
CANDIDATE APPLICATION

This application form is used by the Town Council for the purpose of selecting individuals for appointments to serve on duly constituted Boards or Commissions which have been established to assist and advise the Town Council on specific issues and special events. Please complete this application in full and attach any additional information you feel will assist the Town Council in their selection. Applications should be typed or clearly printed and filed with the Town Secretary. *The Council may require an interview with applicants prior to appointment.*

Eligibility Requirements: Must be a Pantego resident and hold no publicly elected office.

Name Victoria Roemmich Telephone 817-793-8674

Residence Address 9 Los Colinas Court Zip 76013 How long? 4yrs

Is any family member currently serving on a board? If so, give person's name No

Present occupation and place of employment Manger + groomer at The Dog Spaw

E-mail: Vicky-t-oria@yahoo.com Work Telephone 817-465-3647

Educational background Highschool graduate + some college

Community organizations and/or professional memberships No

Prior service on Town boards or commissions NO

Reason(s) for which you wish to be considered for appointment I want to be a part of the community, helping make a difference + bring people together.

Please indicate your area(s) of interest. You may specify any number of 1st choice, 2nd, 3rd, etc. The numbers within the parenthesis indicate (*term*, in years / typical number of *meetings* held each year).

1 Community Relations Board (2/12)
___ Pantego Economic Dev. Corp. (2/24)

The PEDC is a 4B Corporation and does not fall under most of the Town's pre-requisites

___ Where Needed
___ Planning & Zoning Commission (2/12)
2 Zoning Board of Adjustment (2/12)

Have you attended any of the above Board or Commission meetings that you wish to be considered for? No

If not selected for appointment at this time, would you like your name submitted to the appropriate chairperson(s) for possibly helping on sub-committees or special projects? yes

I certify that the foregoing information is true and correct.

Signature of Applicant

Date 4/14/2014

Applicants and incumbents are advised that they may be required to make available information as to any potential conflict of interest arising from their business with the Town of Pantego or where the decisions taken by the Town of Pantego may influence that business or affiliation.

Public deliberation and selection of applicants by Town Council is subject to the provisions of the Texas Open Meetings Act.

TOWN OF PANTEGO

TOWN COUNCIL APPOINTMENTS
BOARDS AND COMMISSIONS
CANDIDATE APPLICATION

This application form is used by the Town Council for the purpose of selecting individuals for appointments to serve on duly constituted Boards or Commissions which have been established to assist and advise the Town Council on specific issues and special events. Please complete this application in full and attach any additional information you feel will assist the Town Council in their selection. Applications should be typed or clearly printed and filed with the Town Secretary. *The Council may require an interview with applicants prior to appointment.*

Eligibility Requirements: Must be a resident of Tarrant County and hold no publicly elected office.

Name Gloria Van Zandt Telephone 817-939-8425 cell

Residence Address 12 Pebblebeach Zip 76013 How long? 10 months

Is any family member currently serving on a board? If so, give person's name no

Present occupation and place of employment Realtor - Hill Group R/E Services

E-mail: gloriavz@aol.com Work Telephone

Educational background See attached profile

Community organizations and/or professional memberships See attached profile

Prior service on Town boards or commissions See attached profile

Reason(s) for which you wish to be considered for appointment Interest in Pantego's future progress!

Please indicate your area(s) of interest. You may specify any number of 1st choice, 2nd, 3rd, etc. The numbers within the parenthesis indicate (*term*, in years / typical number of *meetings* held each year).

___ Community Relations Board (2/12)
★ Pantego Economic Dev. Corp. (2/24)

The PEDC is a 4B Corporation and does not fall under most of the Town's pre-requisites

___ Where Needed
___ Planning & Zoning Commission (2/12)
___ Zoning Board of Adjustment (2/12)

Have you attended any of the above Board or Commission meetings that you wish to be considered for? yes

If not selected for appointment at this time, would you like your name submitted to the appropriate chairperson(s) for possibly helping on sub-committees or special projects? yes

I certify that the foregoing information is true and correct.

Signature of Applicant Gloria Van Zandt Date April 25, 2015

Applicants and incumbents are advised that they may be required to make available information as to any potential conflict of interest arising from their business with the Town of Pantego or where the decisions taken by the Town of Pantego may influence that business or affiliation.

Public deliberation and selection of applicants by Town Council is subject to the provisions of the Texas Open Meetings Act.

Gloria Van Zandt, CRB, CRS, GRI, ABR

PROFESSIONAL INVOLVEMENT

COMMISSIONER - STATE OF TEXAS - SERVING AS CHAIRMAN OF ADVISORY COMMITTEE FOR TEXAS A&M RESEARCH CENTER (6-year Gubernatorial Appointee)	1996 - 2002
STATE PRESIDENT ELECT - Texas Chapter of National Association for CRB Managers	1998 - 1999
REALTOR - Licensed by the State of Texas as Salesman	1974
REALTOR - Licensed by the State of Texas as Broker	1976 - Present
REALTORS INSTITUTE OF TEXAS - Graduate (GRI)	1979 - Present
REALTORS NATIONAL MARKETING INSTITUTE - National CEO Council, State Chairman - 1983	1980 - Present
"CRS" Designation for Certified Residential Specialist	1979 - Present
"CRB" Designation for Certified Real Estate Brokerage Manager	1980 - Present
"TAPTP" Designation - Texas Association of Property Tax Professionals	1992 - Present
"ABR" Designation - Accredited Buyers Representative	1998 - Present
TEXAS REAL ESTATE BUYER AGENTS ASSOCIATION - "Professional Visionary" Award	1994
TAR STATE SENATE COORDINATOR OF THE YEAR AWARD	1997
"WHO'S WHO IN RELOCATION IN AMERICA" (Listed in)	1987 - 1998
REAL ESTATE COUNCIL - Brokerage Council Member	1988 - Present
INDEPENDENT BROKERS OF AMERICA, INC. - Advisory Council Member	1992 - Present
REAL ESTATE LEADERS OF AMERICA - Advisory Council	1985 - 1992
TEXAS RELOCATION NETWORK - Member	1986 - 1998
GENESIS RELOCATION - "Broker of the Year" - 1992, Active Member	1981 - 1996
RELOCATION RESOURCES, INC. - Accredited Relocation Counselor	1982 - 1997
ERC (Employee Relocation Council) - Active Member, Speaker and Editorialist	1976 - 1998
METROPLEX RELOCATION FORUM - Founding Member, Executive Committee Appointee	1989 - 1991
APARTMENT ASSOCIATION OF TARRANT COUNTY - Member	1992 - 1998
TOP 250 "Megabrokers" (Ranked among, *National Relocation & Real Estate* survey)	1992 - 1994
DALLAS RELOCATION PROFESSIONALS - Member	1992 - 1998
TARRANT COUNTY RELOCATION COUNCIL - Member	1993 - 1998

COMMUNITY INVOLVEMENT

ARLINGTON CHAMBER OF COMMERCE - Board of Directors, Committeeman, Member	1979 - Present
QUALITY OF LIFE FOUNDATION - Director, Past President	1987 - Present
BUSINESS DEVELOPMENT COMMITTEE - Member	1989 - Present
ECONOMIC DEVELOPMENT FOUNDATION - Board Appointee	1987 - Present
TARRANT COUNTY/ECONOMIC DEVELOPMENT COMMISSION - Appointee	1989 - 1990
TARRANT 2000 TASK FORCE - Appointee	1987 - 1989
YWCA ARLINGTON CHILD DEVELOPMENT COALITION - Board of Director	1998 - Present
UNIVERSITY OF TEXAS AT ARLINGTON - Distinguished Alumni Honoree (1994)	1991 - Present
ARLINGTON HOSPITAL AUTHORITY - Appointed by Mayor of Arlington	1997 - 2001
ARLINGTON FINE ARTS COUNCIL - Recipient of the 1994 Friends of the Arts Award (Director)	1986 - Present
THE FRIENDS OF THE LIBRARY ADVISORY COUNCIL - UTA - First President, Charter Member	1987 - Present
JUNIOR LEAGUE OF ARLINGTON - Member of Community Advisory Council	1988 - 1993
BOOKS FOR ARLINGTON COMMITTEE - Honorary Chair	1993
LIBRARY EXCELLENCE 2000 - Honorary Chair	1993
CREATIVE ARTS THEATRE & SCHOOL - Advisory Committee Member	1993
INTERNATIONAL SPEAKERS PLATFORM ASSOCIATION - Member	1992 - 1998
ARLINGTON CHAMBER REACCREDITATION COMMITTEE - Mayor Appointee	
WILDFLOWER AUXILIARY (Girls' Club) - Member	1988 - 1998
HONORARY MEMBER - "Golden Key National Honor Society" - UTA	1997
ALPHA DELTA PI- Mid Cities Alumnae Association - "Outstanding Texas Alumni (1981)	Life Member
REPUBLICAN WOMEN OF ARLINGTON - Recipient of "Woman Business Leader" Award	1997
AIDS OUTREACH CENTER - BOARD OF ADVISORS	1997 - 1998

HONORED AS ONE OF TARRANT COUNTY'S "Most Influential Women" BY BUSINESS PRESS 1998 - 1999
HONORARY BOARD MEMBER - Arlington Philharmonic 1998 - 1999
FORMERLY SERVED AS: Town of Pantego Planning and Zoning Commission - Zoning Board of Adjustments, Chairman; UTA - Real Estate Continuing Education Department - Instructor;
CURRENTLY SERVES AS: Town of Pantego, City of Arlington, and Tarrant County District Court - Special Commissioner for Condemnation Hearings - Judicial Appointee. Politically active in Local, State and National Elections - Conventions Delegate.

PERSONAL PROFILE

Former PRINCIPAL BROKER, Sole Owner and Chief Executive Officer of Van Zandt, REALTORS, founded in 1981 and sold to Wm. Rigg, REALTORS in 1996 as Arlington's largest locally owned independent real estate office. Currently serves as President of Wm. Rigg, REALTORS' Arlington/Mansfield Division as well as Director of Wm. Rigg's Relocation Center at The Ballpark in Arlington.

Native Texan - Born in Fort Worth. Arlington resident since 1951. Two children, both Texas A&M graduates, and three grandchildren. Member of Fort Worth Boat Club since 1992 and Certified Power Boat Squadron Member. Braniff Clipped "B's" Alumni Associate member (1963-Present). Director and shareholder of Arlington's home-owned bank, Northwest National Bank since 1987. Member of the First Christian Church. Active University of Texas at Arlington Alumni.

As a former licensed OTC securities salesman, continues enthusiasm for investing as a hobby, as well as snow skiing, boating, reading, writing and speaking.

COMPUTER EXPERIENCE: Windows 95/98, Word 97, Quicken 98, Outlook 98, Act 4.0, Power Point 97, and Internet.

LOCAL, STATE, AND NATIONAL REALTOR AFFILIATIONS

ARLINGTON:

ARLINGTON BOARD OF REALTORS - MEMBER - (1974-Present)
PRESIDENT (1994) BOARD OF DIRECTORS (1982 - 1998) EX-OFFICIO BOARD OF DIRECTORS (1998-1999) REALTOR OF THE YEAR (1987) EDGAR BIRD AWARD FOR MERITORIOUS SERVICE (1989) REALTOR/LAWYER COMMITTEE - Chairman (1988/1989) BUDGET and FINANCE COMMITTEE (1985-86/1989-92) PROFESSIONAL STANDARDS COMMITTEE (1986 - 1988) COMMUNITY ADVISORY COUNCIL COMMITTEE (1985 - 1987) TREPAC Chairman - (Received State Awards Both Years For Distinguished Service) (1985 - 1986) STRATEGIC PLANNING COMMITTEE (1985 - 1986) FINANCE COMMITTEE - Chairman (1984) ARBOR OFFICER - Secretary/Treasurer (1984 & 1991) FAIR HOUSING - Chairman (1983 - 1985) GRIEVANCE COMMITTEE - Vice-Chairman (1980 - 1982) LEGISLATIVE COMMITTEE - Chairman (1979 - 1981) PROGRAM COMMITTEE - Chairman (1978 - 1979) CIVIC AFFAIRS (Chairman) (1979) - Currently serves as Realtor liaison to Fort Worth Homebuilders Association

STATE OF TEXAS:

REALTOR/LAWYER COMMITTEE - Chairman (1988 - 1989) REALTOR/LAWYER COMMITTEE - Region 3 Sub-Committee Chairman (1988 - 1991) TAR - Director (1985 - 1994) REALTOR/LAWYER COMMITTEE (1985 - 1994) TREPAC (Life Member) TREPAC - In addition to life membership, Annual (99'er) (1979 - Present) LEGISLATIVE COMMITTEE (1979 - Present) WOMEN'S COUNCIL OF REALTORS (1974 - Present)

NATIONAL:

NATIONAL ASSOCIATION OF HOMEBUILDERS (1981 - Present) Award for Meritorious Service (1990) NATIONAL ASSOCIATION OF REALTORS - Realtor Active in Politics - Team Member (RAP) (1988 - Present) Economic and Research Committee (1987 - 1991) Realtors National Political Action Committee (RPAC) - Life Member (1985 - Present) Legislative Committee (1985 - 1986) Education Committee (1981 - 1985)

Woman Business Leader

Gloria Van Zandt

Gloria Van Zandt, president of the Arlington Mansfield division of Wm. Riggs, specializes in corporate real estate owned properties and relocation services, and manages the operation of Wm. Riggs offices in Arlington and Mansfield. She also directs activities at the relocation center located at the Ballpark in Arlington.

Ms. Van Zandt owned and operated Van Zandt realtors, Arlington's largest locally-owned independent real estate office form 1981 until the acquisition of her company by Wm. Riggs in 1996.

As a member of numerous area board and national associations, Gloria has earned many distinctions and honors including: Realtor of the Year 1987; President Arlington Board of Realtors; Gubernatorial appointee to the Texas Real Estate research Center at Texas A&M; Commissioner for the Texas highway Dept. for condemnation hearings; honorary member of the Golden Key National Honor Society-UTA and this is the short list.

Ms. Van Zandt is also an active community member serving as director and past president of the Arlington Quality of life foundation, director of the Arlington Fine Arts council and executive board member of the Arlington Chamber of Commerce.

Gloria has two children with outstanding educations form Texas A&M University, and three grandchildren.

The Republican Women of Arlington are pleased to honor Gloria Van Zandt as this month's "Woman Business Leader." This award is given in acknowledgment of Gloria's contribution to the City of Arlington, as well as business owner who represents the outstanding qualities of Republican Women.

Gloria Van Zandt, CRB, CRS, GRI

President, Arlington/Mansfield Division
Wm. Rigg, Inc. REALTORS®

Gloria Van Zandt, president of the Arlington/Mansfield division of Wm. Rigg, specializes in corporate real estate owned properties and relocation services and manages the operation of Wm. Rigg offices in Arlington and Mansfield. She also directs activities at the relocation center located at The Ballpark in Arlington.

Ms. Van Zandt joined Wm. Rigg in August, 1996, and brings with her tremendous knowledge and a strong vision. She owned and operated Van Zandt Realtors, Arlington's largest locally-owned independent real estate office, from 1981 until the acquisition of her company by Wm. Rigg in 1996.

A member of numerous area boards and national associations, Gloria Van Zandt has earned many distinctions, including: Realtor of the Year in 1987; The Arlington Board of Realtors Edgar Bird Award for Meritorious Service in 1989; the Award for Meritorious Service from the National Association of Homebuilders in 1990; and Genesis Relocation's "Broker of the Year 1992" Award. She served as President of the Arlington Board of Realtors in 1994 and received the "Professional Visionary" Award from the Texas Real Estate Buyer Agents Association. In 1995, Ms. Van Zandt was appointed to the TREC Consumer Information Task Force and is serving a six-year gubernatorial appointment to the Texas Real Estate Research Center and Advisory Committee.

After attending the University of Texas at Arlington, Ms. Van Zandt began her real estate career in 1973. She is a graduate of the Realtors Institute of Texas and received her certification as a real estate brokerage manager and residential specialist from the Realtors National Marketing Institute. She also is a registered real estate tax consultant.

An active community member, Ms. Van Zandt is a director and past president of the Arlington Quality of Life Foundation and a director of the Arlington Fine Arts Council. She is a member of the executive board of the Arlington Chamber of Commerce and is on The Employee Relocation Council. Ms. Van Zandt also is chairman of the Friends of the President's Council at UTA and was named UTA Honored Alumni in 1994.

Born in Fort Worth, Gloria Van Zandt has been an Arlington resident since 1951. She has two children, both graduates of Texas A&M University, and three grandchildren. Ms. Van Zandt enjoys travel, antique shopping and writing speeches and editorials.

Wm.Rigg
REALTORS
A Century of Excellence 1895-1995

Arlington/Mansfield Office
1300 South Bowen Road
Arlington, Texas 76013
(817) 265-1665
fax (817) 275-4519

Corporate Office
6115 Camp Bowie Blvd.
Suite 290
Fort Worth, Texas 76116
(817) 731-0761

AGENDA BACKGROUND

AGENDA ITEM: Monthly Staff Reports

Date: May 12, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Staff reports on departmental activities on a monthly basis.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the reports as presented.

ATTACHMENTS:

Finance Department Reports
Public Safety Reports
Public Works Reports
Community Development Reports
Municipal Court Reports
Utilities Reports

Town of Pantego
Monthly Investment Report
As of April 30, 2014

Book Value of Pool Account, April 1, 2014 $ 5,608,602

Security	Purchase Date	Par	Maturity Date	Yield	Price
Texpool	4/1/2014	$ 4,701,293	4/30/2014	0.03%	$ 1.00
Certificate of Deposits	2/28/2014	$ 900,000	2/27/2015	0.23%	$ 900,000

Security	Beginning Book Value	Beginning Market Value	Net Change in Market Value	Ending Book Value	Ending Market Value
Texpool	$ 4,701,293	$ 4,701,387	$ 11,402	$ 4,712,600	$ 4,712,789
Certificate of Deposits	907,309	907,309	0.00	907,309	907,309
Total	$ 5,608,602	$ 5,608,696	$ 11,402	$ 5,619,910	$ 5,620,098

Pantego Economic Development Corp.
Monthly Investment Report
As of April 30, 2014

Book Value of Pool Account, April 1, 2014 $ 217,515

Security	Purchase Date	Par	Maturity Date	Yield	Price
Texpool	4/1/2014	$ 217,515	4/30/2014	0.03%	$ 1.00

Security	Beginning Book Value	Beginning Market Value	Net Change in Market Value	Ending Book Value	Ending Market Value
Texpool	$ 217,515	$ 217,519	$ (21,167.59)	$ 196,344	$ 196,351
Total	$ 217,515	$ 217,519	$ (21,167.59)	$ 196,344	$ 196,351

The above investment information is in compliance with Chapter 3.08 of the Pantego Municipal Code, the Public Funds Investment Act and conforms to Generally Accepted Accounting Principles.

Matthew Fielder
City Manager

Ariel Carmona
Finance Director

TOWN OF PANTEGO GENERAL FUND REVENUE REPORT APRIL 2014
General Fund Variance Analysis

Revenues	CURRENT MONTH Actual	CURRENT MONTH Budget	CURRENT MONTH Variance Favorable (Unfavorable)	YEAR TO DATE Actual	YEAR TO DATE Budget	YEAR TO DATE Variance Favorable (Unfavorable)	BUDGET Total	BUDGET % Remaining
Property Tax	$ 9,103.13	$ 9,000.00	$ 103.13	$ 828,072.58	$ 776,500.00	$ 51,572.58	$ 680,000	6%
Sales Tax	115,203.03	100,000.00	15,203.03	813,353.74	758,492.25	54,861.49	1,281,969	37%
Franchise Fee -Natural Gas	-	-	-	26,631.07	23,000.00	3,631.07	23,000	-16%
Franchise Fee - Communications	76.93	-	76.93	46,746.49	47,800.00	(853.51)	90,000	48%
Franchise Fee - Electricity	5,646.78	-	5,646.78	175,655.51	175,000.00	655.51	175,000	0%
Franchise Fee - Cable	-	-	-	3,111.66	-	3,111.66	14,000	78%
Franchise Fee - Water & Sewer	12,504.00	12,500.02	3.98	25,008.00	25,000.00	8.00	25,000	0%
Mixed Beverage Tax	3,895.08	3,800.00	95.08	13,236.64	9,300.00	3,936.64	11,000	-20%
Warrant Charges	10,871.00	8,333.33	2,537.67	71,599.10	58,333.35	13,265.75	100,000	28%
FTA / City (Omni Base)	602.00	708.33	(106.33)	4,993.50	4,958.35	35.15	8,500	41%
Court Fines and Penalties	36,621.05	32,916.67	3,704.38	226,376.62	230,416.65	(4,040.03)	395,000	43%
Special Expense Fee	25,751.80	22,916.67	2,835.13	178,158.45	160,416.65	17,741.80	275,000	35%
Police Accident Reports	30.00	83.33	(53.33)	377.10	583.35	(206.25)	1,000	62%
Civil Justice Fee	0.01	-	0.01	-	-	-	-	NA
Child Safety Guard Program	885.00	833.33	51.67	4,680.00	5,833.35	(1,153.35)	10,000	53%
Traffic Fees	627.00	666.67	(39.67)	4,091.00	4,666.65	(575.65)	8,000	49%
City Judicial Fee	265.20	250.00	15.20	1,718.40	1,750.00	(31.60)	3,000	43%
City Arrest Fees	1,796.90	1,541.67	255.23	11,475.30	10,791.65	683.65	18,500	38%
10% Serv. Fee from T&A	4,367.50	6,250.00	(1,882.50)	14,101.16	18,750.00	(4,648.84)	25,000	44%
Time Payment Fee	6,958.82	4,375.00	2,583.82	20,152.44	13,125.00	7,027.44	17,500	-15%
Planning and Zoning Fees	-	-	-	1,675.00	3,750.00	(2,075.00)	9,000	81%
Plan Review Fees	1,670.19	583.33	1,086.86	4,151.62	4,083.35	68.27	7,000	41%
Building Permits	9,450.50	3,916.67	5,533.83	36,683.10	27,416.65	9,266.45	47,000	22%
Liquor Licenses	30.00	166.67	(136.67)	775.00	1,166.65	(391.65)	2,000	61%
Contractor Registration Fee	1,300.00	916.67	383.33	6,080.00	6,416.65	(336.65)	11,000	45%
Certificates of Occupancy	680.00	541.67	138.33	4,800.00	3,791.65	1,008.35	6,500	26%
Clean & Show	80.00	25.00	55.00	160.00	175.00	(15.00)	300	47%
Dog Tag Revenue	-	20.83	(20.83)	10.00	145.85	(135.85)	250	96%
NSF Check Fees	-	2.08	(2.08)	(365.65)	14.60	(380.25)	25	1563%
Ambulance Revenue	10,106.22	10,000.00	106.22	80,051.85	70,000.00	10,051.85	120,000	33%
Fire Inspections	1,095.00	500.00	595.00	8,350.00	3,500.00	4,850.00	6,000	-39%
Park Rental Revenue	770.00	750.00	20.00	2,100.00	1,880.00	220.00	2,500	16%
Gas Royalty Revenue	-	541.67	(541.67)	5,511.16	3,791.65	1,719.51	6,500	15%
Copy Fees	-	4.17	(4.17)	-	29.15	(29.15)	50	100%
Sale Of Assets	-	-	-	16,440.32	8,000.00	8,440.32	8,000	-106%
Interest Revenue	129.90	500.00	(370.10)	1,184.78	3,500.00	(2,315.22)	6,000	80%
Other Revenue	2,109.76	1,799.99	309.77	7,767.06	20,000.00	(12,232.94)	20,000	61%
Transfers In	231,577.44	231,583.50	(6.06)	463,154.88	463,167.00	(12.12)	451,667	-3%
Transfers Out	-	-	-	(11,500.00)	(11,500.00)	-	(11,500)	0%
Total	$ 494,204.24	$ 456,027.27	$ 38,176.97	$ 3,096,567.88	$ 2,933,845.45	$ 162,722.43	$ 4,053,761	24%

TOWN OF PANTEGO GENERAL FUND EXPENSE REPORT APRIL 2014
General Fund Variance Analysis

Expenses:	CURRENT MONTH Actual	CURRENT MONTH Budget	CURRENT MONTH Variance Favorable (Unfavorable)	YEAR TO DATE Actual	YEAR TO DATE Budget	YEAR TO DATE Variance Favorable (Unfavorable)	BUDGET Total	BUDGET % Remaining
General & Administrative	$ 83,367.20	$ 83,190.48	$ (176.72)	$ 438,666.45	$ 475,738.53	$ 37,072.08	$ 729,194	40%
Public Works	49,664.02	59,016.99	9,352.97	313,689.93	354,969.53	41,279.60	568,784	47%
Police	120,200.81	121,400.99	1,200.18	695,924.90	751,704.68	55,779.78	1,217,967	43%
Fire	118,947.12	125,909.92	6,962.80	568,697.54	601,981.83	33,284.29	970,030	41%
Municipal Court	37,062.45	38,671.75	1,609.30	227,066.98	235,500.97	8,433.99	368,523	38%
Community Relations Board	4,098.93	4,100.00	1.07	9,826.74	9,875.00	48.26	10,500	6%
Special Events	-	-	-	8,620.94	5,000.00	(3,620.94)	5,000	-72%
Total	$ 413,340.53	$ 432,290.13	$ 18,949.60	$ 2,262,493.48	$ 2,434,770.54	$ 172,277.06	$ 3,689,998	42%

TOWN OF PANTEGO WATER AND SEWER REVENUE REPORT APRIL 2014
Water and Sewer Fund Variance Analysis

	CURRENT MONTH			YEAR TO DATE			BUDGET	
Revenue	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Sale of Water	$ 33,412.91	$ 35,000.00	$ (1,587.09)	$ 242,524.57	$ 258,510.29	$ (15,985.72)	$ 520,000	53%
Water Tap Fees	-	25.00	(25.00)	-	175.00	(175.00)	300	100%
Sewer Service Charge Fee	28,376.67	28,500.00	(123.33)	205,144.03	214,541.07	(9,397.04)	375,000	45%
Sewer Tap Fees	-	20.83	(20.83)	-	145.85	(145.85)	250	100%
Trash Collections	7,609.81	7,500.00	109.81	52,974.70	52,500.00	474.70	90,000	41%
Sales Tax on Trash Collections	627.49	708.33	(80.84)	4,372.34	4,958.35	(586.01)	8,500	49%
Recycling	2,038.97	2,416.67	(377.70)	14,861.82	16,916.65	(2,054.83)	29,000	49%
Sales Tax on Recycling	156.45	266.67	(110.22)	1,149.54	1,666.65	(717.11)	3,200	64%
Penalties	902.60	900.00	2.60	13,484.31	8,400.00	5,084.31	15,000	10%
N.S.F. Check Fees	-	33.33	(33.33)	150.00	233.35	(83.35)	400	63%
Adm. Serv. Charge / Sewer Impact	115.55	120.00	(4.45)	5,295.55	2,620.02	2,675.53	5,000	-6%
Interest Revenue	-	50.00	(50.00)	279.05	587.50	(308.45)	750	63%
Other Revenue	2,634.63	2,750.00	(115.37)	12,101.66	16,395.33	(4,293.67)	28,000	57%
Trash Contract Payable	(7,609.81)	(7,500.00)	(109.81)	(52,974.70)	(52,500.00)	(474.70)	(90,000)	41%
Sales Tax on Trash Collections Payable	(627.49)	(708.33)	80.84	(4,372.34)	(4,958.35)	586.01	(8,500)	49%
Recycling Contract Payable	(2,038.97)	(2,416.67)	377.70	(14,861.82)	(16,916.65)	2,054.83	(29,000)	49%
Sales Tax on Recycling Payable	(156.45)	(266.67)	110.22	(1,149.54)	(1,666.65)	717.11	(3,200)	64%
Total Revenue before Transfers	65,442.36	67,399.16	(1,956.80)	478,979.17	501,608.41	(22,629.24)	944,700	49%
Transfers Out	(174,084.00)	(174,092.00)	8.00	(405,168.00)	(405,176.00)	8.00	(405,176)	0%

TOWN OF PANTEGO INFRASTRUCTURE IMPROVEMENT FUND REPORT APRIL 2014
Water and Sewer Fund Variance Analysis

	CURRENT MONTH			YEAR TO DATE			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Revenue								
Infrastructure Improvements	$ 24,915.06	$ 25,000.00	$ (84.94)	$ 175,882.92	$ 187,500.00	$ (11,617.08)	$ 330,000	47%

TOWN OF PANTEGO WATER AND SEWER EXPENDITURE REPORT APRIL 2014
Water and Sewer Fund Variance Analysis

	CURRENT MONTH			YEAR TO DATE			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Expenses								
Water Expense	$ 24,953.02	$ 24,816.35	$ (136.67)	$ 123,002.75	$ 136,243.37	$ 13,240.62	$ 290,835	58%
Sewer Expense	48,640.82	48,788.77	147.95	164,428.05	175,641.31	11,213.26	294,605	44%
	$ 73,593.84	$ 73,605.12	$ 11.28	$ 287,430.80	$ 311,884.68	$ 24,453.88	$ 585,440	51%

CASH & INVESTMENTS REPORT

AS OF: APRIL 30TH, 2014

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
GENERAL FUND						
100-0-000-102.00	CASH	353,835.11				
100-0-000-102.10	PETTY CASH	1,000.00				
100-0-000-202.00	CERT OF DEPOSIT		252,755.95			
100-0-000-203.00	DISC NOTE #1			0.00		
100-0-000-204.00	TEXPOOL				1,682,001.66	
TOTAL 100-GENERAL FUND		354,835.11	252,755.95	0.00	1,682,001.66	2,289,592.72
LONG TERM DEBT FUND						
TOTAL 150-LONG TERM DEBT FUND		0.00	0.00	0.00	0.00	0.00
FIXED ASSETS FUND						
TOTAL 175-FIXED ASSETS FUND		0.00	0.00	0.00	0.00	0.00
WATER AND SEWER FUND						
200-0-000-102.00	CASH	127,357.16				
200-0-000-102.10	PETTY CASH	0.00				
200-0-000-202.00	CERTIFICATE OF DEPOSIT		251,751.37			
200-0-000-203.00	DISCOUNT NOTE #1			0.00		
200-0-000-204.00	TEXPOOL				427,712.76	
TOTAL 200-WATER AND SEWER FUND		127,357.16	251,751.37	0.00	427,712.76	806,821.29
CAPITAL PROJECTS FUND						
300-0-000-102.00	CASH	0.00				
300-0-000-202.00	CERT OF DEPOSITS		0.00			
300-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
300-0-000-204.00	TEXPOOL				121,494.53	
TOTAL 300-CAPITAL PROJECTS FUND		0.00	0.00	0.00	121,494.53	121,494.53
INTEREST & SINKING FUND						
400-0-000-102.00	CASH	0.00				
400-0-000-202.00	CERT OF DEPOSITS		100,700.51			
400-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
400-0-000-204.00	TEXPOOL				264,435.49	
TOTAL 400-INTEREST & SINKING FUND		0.00	100,700.51	0.00	264,435.49	365,136.00
STREET IMPVMT CONST FUND						
500-0-000-102.00	CASH	0.00				
500-0-000-202.00	CERT OF DEPOSITS		251,751.37			
500-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
500-0-000-204.00	TEXPOOL				276,990.67	
TOTAL 500-STREET IMPVMT CONST FUND		0.00	251,751.37	0.00	276,990.67	528,742.04
PARK ROW PROJ FUND						
550-0-000-204.00	TEXTPOOL				1,407,000.00	
TOTAL 550-PARK ROW PROJ FUND		0.00	0.00	0.00	1,407,000.00	1,407,000.00

CASH & INVESTMENTS REPORT

AS OF: APRIL 30TH, 2014

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
TRUST & AGENCY FUND						
650-0-000-102.00	CASH	66,710.48				
650-0-000-202.00	CERT OF DEPOSITS		0.00			
650-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
650-0-000-204.00	TEXPOOL				71,374.24	
TOTAL 650-TRUST & AGENCY FUND		66,710.48	0.00	0.00	73,374.24	140,084.72
WATER/SEWER CONSTRUCTION						
700-0-000-102.00	CASH	0.00				
700-0-000-202.00	CERT OF DEPOSITS		0.00			
700-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
700-0-000-204.00	TEXPOOL				134,920.42	
TOTAL 700-WATER/SEWER CONSTRUCTION		0.00	0.00	0.00	134,920.42	134,920.42
INFRASTRUCTURE IMPVMT						
750-0-000-102.00	CASH	0.00				
750-0-000-202.00	CERT OF DEPOSITS		0.00			
750-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
750-0-000-204.00	TEXPOOL				192,273.08	
TOTAL 750-W/S INFRASTRUCTURE FUND		0.00	0.00	0.00	192,273.08	192,273.08
PAYROLL IMPREST FUND						
777-0-000-102.00	CASH	1,115.42				
TOTAL 777-PAYROLL IMPREST FUND		1,115.42	0.00	0.00	0.00	1,115.42
COURT SECURITY FUND						
800-0-000-102.00	CASH	0.00				
800-0-000-202.00	CERT OF DEPOSITS		0.00			
800-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
800-0-000-204.00	TEXPOOL				30,329.31	
TOTAL 800-COURT SECURITY FUND		0.00	0.00	0.00	30,329.31	30,329.31
COURT TECHNOLOGY FUND						
825-0-000-102.00	CASH	0.00				
825-0-000-202.00	CERT OF DEPOSITS		0.00			
825-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
825-0-000-204.00	TEXPOOL				44,491.99	
TOTAL 825-COURT TECHNOLOGY FUND		0.00	0.00	0.00	44,491.99	44,491.99
PANTEGOPEST						
850-0-000-102.00	CASH	15,068.89				
850-0-000-204.00	TEXPOOL				0.00	
TOTAL 850-PANTEGOPEST		15,068.89	0.00	0.00	0.00	15,068.89
SHAMBURGER MEMORIAL FUND						
875-0-000-102.00	CASH	0.00				
875-0-000-202.00	CERT OF DEPOSITS		50,350.24			
875-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
875-0-000-204.00	TEXPOOL				33,233.51	
TOTAL 875-SHAMBURGER		0.00	50,350.24	0.00	33,233.51	83,583.75

CASH & INVESTMENTS REPORT

AS OF: APRIL 30TH, 2014

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
CARTWRIGHT LIBRARY FUND						
880-0-000-102.00	CASH	0.00				
880-0-000-202.00	CERT OF DEPOSITS		0.00			
880-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
880-0-000-206.00	TEXPOOL				24,342.73	
TOTAL 880-CARTWRIGHT LIBRARY FUND		0.00	0.00	0.00	24,342.73	24,342.73
PEDC INTEREST & SINKING						
901-0-000-102.00	CASH	0.00				
901-0-000-206.10	TEXPOOL				171,696.77	
TOTAL 901-PEDC INTEREST & SINKING		0.00	0.00	0.00	171,696.77	171,696.77
PEDC BOND RESERVE FUND						
TOTAL 902-PEDC BOND RESERVE FUND		0.00	0.00	0.00	0.00	0.00
PEDC OPERATING FUND						
903-0-000-102.00	CASH	3,675.39				
903-0-000-102.10	PETTY CASH	0.00				
903-0-000-206.10	TEXPOOL				24,646.79	
TOTAL 903-PEDC OPERATING FUND		3,675.39	0.00	0.00	24,646.79	28,322.18
PEDC ADMIN EXPENDITURE						
TOTAL 904-DORMANT		0.00	0.00	0.00	0.00	0.00
PEDC REDEMPTION FUND						
TOTAL 905-DORMANT		0.00	0.00	0.00	0.00	0.00
PEDC SALES TAX REVENUE						
906-0-000-102.00	CASH	0.00				
TOTAL 906-PEDC SALES TAX REVENUE		0.00	0.00	0.00	0.00	0.00
ACCOUNTS PAYABLE IMPREST						
TOTAL 999-DORMANT		0.00	0.00	0.00	0.00	0.00
ALL FUNDS TOTAL		568,762.45	907,309.44	0.00	4,908,943.95	6,385,015.84
TOTAL CASH AND INVESTMENTS		568,762.45			5,816,253.39	

*** END OF REPORT ***

Pool Information

Location: 79038
TOWN OF PANTEGO

TexPool

Average monthly rate for April	0.0336%
Average monthly allocation factor for April	0.000000920
Information as of	April 30, 2014
Current Interest Rate(3)	0.0277%
Allocation Factor	0.000000758
7 day Net Yield	0.03%
Current Pool Balance	$16,252,055,438.09
Current Weighted Average Maturity(1)	55 days
Current Weighted Average Maturity(2)	87 days
Market Value per Share	1.00005

TexPool *Prime*

Average monthly rate for April	0.0674%
Average monthly allocation factor for April	0.000001846
Information as of	April 30, 2014
Current Interest Rate(3)	0.0595%
Allocation Factor	0.000001629
7 day Net Yield	0.06%
Current Pool Balance	$1,093,800,280.41
Current Weighted Average Maturity(1)	49 days
Current Weighted Average Maturity(2)	57 days
Market Value per Share	1.00004

Contact Information

Participant Services	1-866-839-7665

Performance data quoted represents past performance which is no guarantee of future results. Investment return will fluctuate. The value of an investment when redeemed may be worth more or less than the original cost. Current performance may be higher or lower than performance stated.

Interest Distribution Report

Interest Distribution Report

Generated: 05/01/2014
Settlement Date: 04/30/2014

Location : 79038
Location Name : TOWN OF PANTEGO

/ accounts earning interest during the prior month will show on this report. Those account balances can be ved on the Summary Statement available under the Statements tab.

ool Number/Name	Account Number	Account Name	Interest Amount	Month End Balanc
449/TexPool	7903800001	GENERAL FUND	$129.90	$4,712,600.39
449/TexPool	7903800002	PANTEGO ECONOMIC DEVELOPMENT CORP	$5.71	$196,343.56
		TexPool Totals:	$135.61	$4,908,943.95
		Locations Totals	$135.61	$4,908,943.95

/ accounts earning interest during the prior month will
v on this report. Those account balances can be viewed
:he Summary Statement available under the Statements tab.

PANTEGO PUBLIC SAFETY

PUBLIC SAFETY MONTHLY ACTIVITY SUMMARY- April 2014

Personnel

The open fire department positions were posted on April 12th with an application deadline of May 9th. So far seven applications have been received, three of which are not qualified. The plan is to continue utilizing part time staffing to supplement overtime until the positions are filled. The department has added four additional part-time employees to its roster since April 1st.

Officer Michael Cepeda was released from employment after failing to meet departmental standards during his probationary training phase. Former Officer Chad Watson has requested that he be allowed to return to employment after exploring another career type. Officer Watson will be reinstated with his previous tenure after completing his initial employment period of 90 days. Officer Watson resigned six months ago in good standing with the Town.

Dispatcher Tara Clamp notified us of her intent to resign on May 9th. Tara will become employed with the Tarrant County Sherriff's Office as a jailer. Two new dispatch candidates have been selected as employment finalists. Sarah Daniels will begin employment the week of May 12th and Marschelle Molina is currently completing the pre-employment background.

Officer Candidate Christine Hubbell is performing well in her academy class; she currently has a grade average of 89 and was selected as a Class Sergeant by her peers. Her expected graduation date is in July.

Training

Chief of Public Safety Tom Griffith completed the second of two mandated New Chief's schools. Assistant Chief Barry Reeves and Dispatcher Iccari Mooney attended a Texas Pubic Information Act seminar.

EMS training was on the subject of airway management scenarios. Medical Center of Arlington also conducted training for our department on blood draws for stroke victims. The fire training this month consisted of training on gas leak emergencies and was taught by ATMOS instructors. Firefighters also participated in company drills with the Arlington Fire Department.

Operational Issues

Nothing to report.

Grants

The department was successful at obtaining a small grant of $2073 from the Tarrant County 9-1-1 District for assistance with purchasing our radio equipment.

Public Relations & Education

The Police Department received a thank you from the Mora family for a recent vacation check. The family of Mike Redden, owner of Cowboy Towing, also sent thanks to the Department for a recent motorcycle escort provided when Mr. Redden's father-in-law passed away suddenly.

Assistant Chief Reeves and Officer Alvarez competed in the JWA Spring Classis Motorcycle Skill Competition in Grand Prairie. Assist. Chief Reeves finished 11th out of 44 riders in the expert class and 26th overall out of 105 competitors. Officer Alvarez finished 10th out of 11 riders in the novice class and 92nd overall out of 105 competitors.

Respectfully submitted,

Thomas D. Griffith, Jr., Chief of Public Safety

PANTEGO POLICE DEPARTMENT
OFFICER ACTIVITY REPORT

April, 2014

Citations/Traffic Stops

Officer	Citations	Traffic Stops	Citations YTD
Griffith	0	2	1
Reeves	1	2	19
Moore	77	70	213
Bruton	120	109	356
Meinke	35	25	215
Marquez	51	38	163
Alvarez	165	139	659
Cisneros	92	101	478
McCann	37	36	104
Whitwell	0	0	0
Watson/ Reserve	64	37	116
Ex-Officers			86
TOTALS	**642**	**559**	**2,853**
Vehicle Crashes			
Crash Type	Quantity.		YTD
Minor	8		26
Major	1		7
Hit & Run	2		8
TOTALS	11		41
Crashes reported to State	5		24

Incident Activity

Officer		Total Calls	Dispatch	Self- Initiated	Arrests	Ytd/ arrests
400	Griffith	14	7	7	0	0
600	Reeves	16	8	8	0	2
610	Whitwell	16	6	10	0	1
620	Moore	149	37	112	5	24
602	Bruton	452	59	393	13	47

PANTEGO POLICE DEPARTMENT
OFFICER ACTIVITY REPORT

604	Meinke	268	54	214	6	33
605	Marquez	343	62	281	7	20
606	Alvarez	298	38	260	5	25
607	Cisneros	436	61	375	15	85
608	Cepeda	171	35	136	3	5
609	McCann	184	31	151	5	8
710	Alexander	36	2	34	1	7
711	Hopkins	34	3	31	1	14
702	Watson	131	24	107	4	4
Ex-Officers						30
Totals		**2,548**	**4,272**	**2,119**	**65**	**311**

Average Response Time **2:00**

Respectfully,

Barry Reeves
Assistant Chief of Police

PANTEGO POLICE DEPARTMENT
CRIMINAL INVESTIGATIONS REPORT

This report includes cases received in CID for the month of April, 2014 including cases filed with the District Attorney's office, active cases, and offenses cleared.

Offenses Received	**Quan.**	**YTD**
Assault	0	3
Assault Family Violence	0	3
Burglary/Building	0	4
Burglary/Coin-op	0	0
Burglary/Vehicle	0	1
Burglary/Residence	0	1
Delivery Marijuana	0	0
Criminal Mischief	3	5
DWI	2	13
DWLI	0	7
Evading or Resisting Arrest/Detention	0	6
Failure to ID	0	3
Fraud	2	7
Graffiti	0	0
Poss. Controlled Subst.	3	10
Poss. Marijuana	2	18
Robbery	1	1
Theft	4	21
Theft of Motor Vehicle	0	1
Other	1	17
Total Received	**18**	**121**

Case Dispositions of Above Totals	**Month**	**YTD**
Cases Active	8	39
Cases Cleared	10	78
Cleared Cases Filed with DA	1	23
Cases Suspended-Pending Leads	0	4

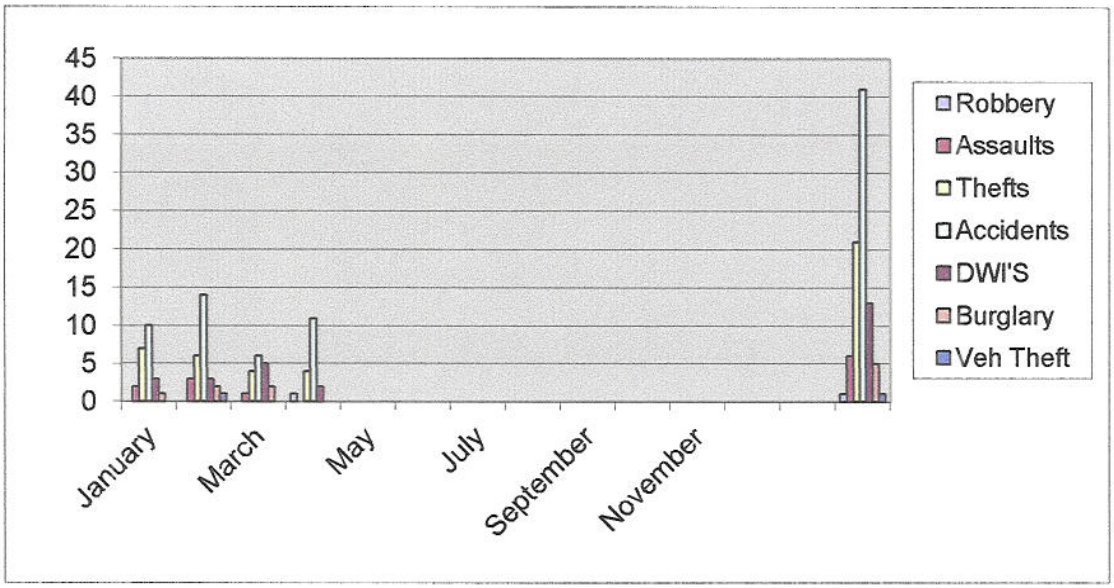
Cases Filed with DA from Previous Report Periods	5	34

Respectfully submitted,

Chris Whitwell, Detective

2013 Crime Stat's (3)

2014 Monthly	Robbery	Assaults	Thefts	Accidents	DWI'S	Burglary	Veh Theft
January	0	2	7	10	3	1	0
February	0	3	6	14	3	2	1
March	0	1	4	6	5	2	0
April	1	0	4	11	2	0	0
May							
June							
July							
August							
September							
October							
November							
December							
Totals	1	6	21	41	13	5	1



PANTEGO FIRE RESCUE
MONTHLY ACTIVITY SUMMARY
30-Apr-14

FIRE RESPONSES	PANTEGO MONTH	PANTEGO 14 YTD	PANTEGO 13 YTD	AFD	AFD 14 YTD	AFD 13 YTD
TYPE OF INCIDENT						
Fire						
Structure		1			3	3
Outside			1		2	
Natural Vegetation Fire		2			2	2
Vehicle						
Trash		1				
Cooking Fire, Contained to container						2
Fire Other						
Hazardous Condition						
Arcing - Shorted Electrical Equip.	1				1	1
Equip. Malfunction						
Power Lines		1				1
Hazmat						
Hazardous Condition, Other	1		2	2	1	5
Heat From Short Circuit, Wiring		1		2		1
Overheated Motor						2
Gas/Fuel Spill						
Natural Gas Leak		2	1			4
Chemical Spill or Leak						
Carbon Monoxide						
Service Call						
Water or Steam Leak			4		1	
Assist Invalid	7	18	20	1	2	13
Unauthorized Burning					1	2
Rescue						
Utilities						
Smoke Removal				1	1	3
Person in Distress, Other		2			1	
Service Call, Other	2	2		1		
Lock Out						1
Animal Rescue						
Ring or jewelry removal						
Assist PD		2			1	
Good Intent Call			2			12
Good Intent Call Other	2	13	4	6	10	17
Dispatched & Cancelled En Route					17	
Wrong Location			3			2
No Incident Found On Arrival		1		1	3	
Investigation						34
Cancelled On Scene				13	40	13
Smoke scare, Odor of smoke		1				
Hazmat Invest, No Hazmat						
False Alarm & False Call						5

Unintentional Transmission of Alarm					3	3	
Smoke Detector Activation - No Fire	1	2			2		
Bomb Scare - No Bomb			1			1	
System Malfunction			4		1	8	
False Alarm or False Call, Other	4	5		4	8	1	
CO Detector Activation, Malfunction		1			1		
Sprinkler Activation, no fire							
Special Incident Type							
Citizen Complaint							
Special Incident Type, Other							
Mutual Aid							
			10			**136**	
TOTAL FIRE INCIDENTS	**18**	**73**		**31**	**123**		
AVERAGE FIRE RESPONSE TIME - PANTEGO		3:20					
AVERAGE FIRE SCENE TIME - PANTEGO		13:53					
AVERAGE FIRE SCENE TIME - ARLINGTON		**17:25**					

PANTEGO FIRE RESCUE
MONTHLY ACTIVITY SUMMARY
30-Apr-14

EMS RESPONSES	PANTEGO			AFD		
TYPE OF INCIDENT	**MONTH**	**14 YTD**	**13 YTD**	**MONTH**	**14 YTD**	**13 YTD**
MEDICAL EMERGENCIES						
Abdominal Pain	1	8	4			
Allergic Reaction						
Animal Bite		1				
Assault		1	2			
Back Pain	2	1	2			
Burns		1				
CO Poison						
CPR						
Cardiac		3	4			
Chest Pains	6	9	13			
Childbirth/Possible Childbirth						
Choking						
DOS						
Drowing						
Diabetic	1	2	1			
Dizziness		3	3			
Electrocution						
Eye Injury						
Falls	6	11	8			
Fire/Hazmat						
GSW/Stab						
Heat/Cold						
Hemorrhage						
Medical	3	14	19	29	126	133
Nausea		2	1			
Other	3	6	8			
Overdose		2				
Psych	1	4	1			
Respiratory	3	8	16			
Seizures	1	6				
Stroke	3	1	6			
Syncope		3	1			
Trauma	4	8	9			
Unconscious	1	3	7			
Unknown	1	8	4			
MVA - Injury	1	5	2	1	4	5
MVA - Non-injury	1		5	2	5	8
MVA-Auto Ped			1			1
MVA - Extrication						
TOTAL PANTEGO EMS CONTACTS	**38**	**110**	**100**	**32**	**135**	**146**
Mutual Aid to AMR Transports	6	11	26			
Mutual Aid to AMR Cancelled	1	2	13			
Mutual Aid to AMR Total	7	13	39			
AVERAGE EMS RESPONSE TIME - PANTEGO			**3:17**			
AVERAGE EMS SCENE TIME - PANTEGO			21			

PANTEGO FIRE RESCUE						
MONTHLY ACTIVITY SUMMARY						
30-Apr-14						
FIRE TRAINING						
CLASS SUBJECT	**HOURS**	**YTD**				
ATMOS Gass	4					
Company Drills	4					
TOTAL HOURS	**8**					
EMS TRAINING						
CLASS SUBJECT	**HOURS**	**YTD**				
Airway	4					
Blood Draws	1					
TOTAL HOURS (Per person)		**13**				
			MONTH		**MONTH**	
PUBLIC EDUCATION	**MONTH**	**YTD**	**ADULTS**	**YTD**	**CHILDREN**	**YTD**
Fire Extinguisher Class						
School Presentations						
B-day parties						
Spray Downs						
Station Tours		1		2		1
Special Events	1	2	1	52	1	12
Home Inspections						
Public Safety Forums						
Fall Risk Assessment						
TOTAL CONTACTS		**2**	**1**	**54**	**1**	**13**
BUSINESS INSPECTIONS	**MONTH**	**YTD**				
Initial	43	213				
Re-Inspections	1	60				
Plans Review Completed						
C.O Issued	5	17				

WHEN SECONDS COUNT
DIAL 9-1-1
TARRANT COUNTY 9-1-1 DISTRICT ©

Tarrant County 9-1-1 District

October 1, 2013

Iccari Mooney, Communications Manager
Pantego Emergency Communications Center
2600 Miller Ln.
Pantego, Texas 76013

Dear Iccari:

On behalf of the Board of Mangers of the Tarrant County 9-1-1 District, I am pleased to announce the continuation of the Radio Assistance Program. A complete Policy Manual is available on the District's website; www.tc911.org, under the What We Do/Regional Radio System tab. Some highlights are listed below:

- The District will provide reimbursement for Allowable Expenses subject to availability of funds, entity allocations and annual appropriation.
- Allowable Expenses are determined by the District Board of Managers and reviewed annually.
- In compliance with applicable State laws, this is a prospective policy.
- No previously purchased items or services will be considered for reimbursement. (Current year billing of multi-year contracts will be considered on a case-by-case basis)
- All expenses must be approved by the District, in advance, to receive reimbursement.
- Entities must submit an *Application for Funding* consisting of the expenditures they are requesting.
- All applications must be received by ***June 30, 2014***.
- The deadline to submit the *Reimbursement Request* is ***August 31, 2014***.
- Your agency's budgeted allocation for FY2014 is $2073.

Again this year, I will be acting as the program administrator. Please address any questions directly to me at 817-820-1188 or gpetrey@tc911.org.

Sincerely,

Greg Petrey
Executive Director

April 15, 2014

Thank you for watching after my house while I was gone March 9 thru March 12.

Thank your officers for their service

Jose Mora
1606 So. Bowen Rd.

Dear Pantego Police Department,

We want to express our sincere gratitude for your valuable time and service. You all did an incredible job & we truly appreciate you all.

A million and one thanks!

Sincerely,
Mike, Michelle, & Emma
&
The Ricky Ray Family

PUBLIC WORKS AND COMMUNITY DEVELOPMENT MONTHLY REPORT – APRIL 2014

STREETS & DRAINAGE

Peachtree Lane/Country Club Court

As of the end of April, the project is still not complete. A small section of the road was damaged by the concrete contractor, and has yet to be repaired. This item is the only remaining repair needed to finalize this part of the project. Additional work will be completed by the Town to repair a mailbox that was damaged and install small areas of sod that were not part of the scope of the original project.

Road Repairs on Mistletoe Lane

The Public Works Department made repairs to Mistletoe Lane in multiple locations.

ENVIRONMENTAL SERVICE

West Nile Testing

Mosquito traps were set on Tuesday, April 29 for the first testing of this year. We have designated static trap locations at Nora well site, 1604 Nora Drive, and the Police Department, 2600 Miller Lane. A roaming trap will be moved throughout town on a weekly basis.

Clean Up Day

The Spring Clean Up Day was held April 12. This was the first opportunity that we have had to use the new Household Hazardous Waste and Electronics Recycling services offered by Republic Waste as part of the new contract. We are awaiting numbers from Republic Waste for exactly how much waste was collected, but we did have to turn people away due to the volume of hazardous household waste that was submitted. We serviced over 200 vehicle loads throughout the day.

Storm Water Permit

The Town of Pantego is required by state and federal law to create and implement a Municipal Separate Storm Sewer Systems (MS4) Phase II Storm Water Discharge permit through the Texas Commission on Environmental Quality (TCEQ). A previous permit that was approved in 2008 has expired and must be updated and resubmitted by June 2014. Staff is working to update the Storm Water Management Plan and resubmit by that time.

WATER/WASTEWATER UTILITES

Booster Repair at Lane Well Site

One of the boosters at Lane well site went down in early April. The booster was removed and taken to be serviced. The motor was rewound and pump replaced. It has been placed back in service and appears to be in working order.

CONTINUING EDUCATION

Simon McCurley attended the Wastewater Collections course held by the North Central Texas Council of Governments.

WORK HOUR ALLOCATION FOR PUBLIC WORKS STAFF

Department	Percentage of Hours
Water	24%
Wastewater	7%
Administration	17%
Park	12%
General Maintenance	16%
Streets & Drainage	22%
Animal Control	2%

PLANNING AND ZONING

Zoning Ordinance Update

The Final Draft of the Zoning Code was presented to the Planning and Zoning Commission at a public hearing on April 7, 2014. The Commission recommended approval of the Final Draft and forwarded the Zoning Code to Town Council.

CONSTRUCTION AND DEVELOPMENT

- **303 Median Beautification Project**

  According to TxDOT, all construction is complete on this project. The only remaining items are administrative in nature and should be completed in the coming weeks. The project was scheduled to be turned over to the Town in mid April, but has not been up to this point.

- **Colonial Savings**

  Construction is ongoing for the remodel, façade and parking lot improvements on the Colonial Savings at 1605 S Bowen Road.

- **Texas Fitt**

  Texas Fitt has almost completed their most recent expansion.

- **Mad Mike's Ice Cream**

  Mad Mike's Ice Cream Shop, 2304 W Park Row Drive #16, has completed construction and should be open for business soon.

- **2505 Miller Lane**

  Construction is almost complete for the remodel of this building into executive office suites.

- **Hairs 2 U**

  Permit applications were approved to remodel 2400 W Pioneer Pkwy #122 into a hair salon. Construction of the project is underway.

- **Anything Goes**

  Permits have been approved to remodel 2504 W Park Row Drive (A1), previously Blockbuster Video, into two suites, one of which will house Anything Goes Gift Shop. Construction is underway on the project.

- **Sew Fabricated**

  Construction is complete on the remodel at 2899 W Pioneer Pkwy. The new sewing/quilt shop should be open

  .

- **Mistletoe Court Construction**
  Permit applications were approved to construct a 5,531 square foot single-family residential building at 2917 Mistletoe Court.
- **Smith Barry Farms Subdivision**
  - Construction of a 2,638 square foot single-family residential building at 2608 Melbourne Court is ongoing.
  - Construction of a 3,187 square foot single-family residential building at 2610 Melbourne Court is ongoing.
  - Construction of a 3,180 square foot single-family residential building at 2612 Melbourne Court is ongoing.

CERTIFICATES OF OCCUPANCY

Issued

- Iva's Flower Shop – 2400 W Pioneer Pkwy #108 – Flower Shop – New Owner
- Mike's Speed Shop – 3619 Graves Blvd (B4) – Motorcycle Repair – New Business
- Circle C&J Trading – 2011 Roosevelt Dr – Resale Shop – New Business
- Happy Headz Kidz Shuttle – 3600 W Pioneer Pkwy #5 – Kids Shuttle – New Business
- The Mansion's Spa – 2702 W Park Row Dr – Spa – New Business
- Concrete Design Solutions, LLC – 3605 W Pioneer Pkwy (A1) – Concrete – New Business
- Mad Mike's Ice Cream, LLC – 2304 W Park Row Dr #16 – Ice Cream Parlor – New Business
- Captain Peacock's Yachts & Expeditions – 3611 W Pioneer Pkwy (E) – Tour Operator – Business Relocation
- First Dixie Café – 2400 W Pioneer Pkwy #100/105 – Restaurant/Grocery – New Business

Pending

- Carss – 2211 Duluth Dr #108 – Auto Repair – New Business
- Grand Start Learning Academy – 2304 W Park Row Dr #25 – Day Care – New Business
- AroundJoy at the Hoopshack – 2320 Superior Dr (C&D) – Dance/Fitness – Business Expansion
- Millco Tax Consulting Services – 3610 W Pioneer Pkwy #206 – Tax Services – New Business
- Hairs 2 U – 2400 W Pioneer Pkwy #122 – Beauty Salon – Business Expansion
- VIP Grooming – 1519 S Bowen Rd – Grooming/Dog Wash – Business Relocation
- Professional Image – 2230 W Park Row Dr (F) – Barber Shop – New Business
- George Roe Insurance Agency – 2400 W Park Row Dr (A) – Insurance – New Business
- Andrews-Dillingham Properties – 3615 W Pioneer Pkwy (D) – Office Leasing – New Business

- Handyman Connection – 2108 W Pioneer Pkwy #112 – Franchise Home Repair – New Business
- Anything Goes – 2504 W Park Row Dr (A) – Gift Shop – Business Relocation
- Hypnosis Fort Worth – 3610 Smith Barry Rd #102 – Hypnosis – New Business
- Veteran's Thrift Store/Family Outreach Coalition – 2401 W Pioneer Pkwy #161/165 – Thrift Store - New Business
- Simple Wireless Services – 2425 W Pioneer Pkwy #207 – Office Services – New Business

INSPECTIONS

	APR TOTAL	YTD TOTAL
BUILDING INSPECTION	13	51
CERTIFICATE OF OCCUPANCY	13	71
CUSTOMER SERVICE INSPECTION	0	2
ELECTRICAL INSPECTION	9	47
MECHANICAL INSPECTION	1	22
PLUMBING INSPECTION	12	57
REINSPECTION	7	79
CODE ENFORCEMENT INSPECTIONS	2	22
TOTAL INSPECTIONS	57	351

CONSTRUCTION VALUES

	APR TOTAL	YTD TOTAL
NEW RESIDENTIAL CONSTRUCTION	$695,000.00	$1,395,000.00
EXISTING RESIDENTIAL REMODEL	$15,538.00	$212,699.93
NEW COMMERCIAL CONSTRUCTION	$0.00	$0.00
EXISTING COMMERCIAL REMODEL	$77,341.00	$588,546.00
TOTAL VALUE	$787,879.00	$2,196,245.93

FEES COLLECTED

	APR TOTAL	APR FEES	YTD TOTAL	YTD FEES
CERTIFICATE OF OCCUPANCY	11	$880.00	63	$5,080.00
ZONING FEES	0	$0.00	2	$1,675.00
PLAN REVIEW	6	$1,670.19	18	$4,151.62
BUILDING PERMIT	32	$9,450.50	145	$36,774.10
UTILITY RELEASE	2	$80.00	4	$160.00
CONTRACTOR REGISTRATION	15	$1,300.00	66	$6,080.00
TOTAL FEES		$13,380.69		$53,920.72

TOWN OF PANTEGO

MUNICIPAL COURT

Municipal Court Collections/ APRIL 2014

On-Time Citations	Warrants
Fines- $31,855.90	Fines- $45,551.06
Fees- $19,346.50	Fees- $18,117.49
Total- $51,202.40	Total- $63,668.55

Court Security Fund-	$1,337.00
Court Technology Fund-	$1,784.00
Accident Reports-	$30.00

Gross Total Revenue-	$114,870.95
Less State Fee's-	$ 37,463.99
Net Revenue-	$ 77,406.96

Presented by: Thressa Householder

2600 MILLER LANE
PANTEGO, TEXAS 76013

FAX: (817) 261-4538
COURT: (817) 274-3869
METRO: (817) 261-4537

AGENDA BACKGROUND

AGENDA ITEM: **Approval of Bills Payable and Purchase Orders over $1,000.**

DATE: **May 12, 2014**

PRESENTER: Matthew Fielder, City Manager

BACKGROUND:

This agenda item includes a listing of bills payable over $1,000. Included are copies of invoices for professional services and purchase orders over $1,000, their attached memo, and invoice copies, if available.

FISCAL IMPACT:

Please review report for individual account number.

RECOMMENDATION:

Staff recommends the following motion:

Approval of the listing of bills payable over $1,000 and purchase orders as submitted.

ATTACHMENTS:

Expenditure Summary of approval list over $1,000 and purchase orders for May 12, 2014:

Professional Services:

- Jim Jeffrey
- Sara Jane del Carmen
- C.A. Magnuson
- Flair Events

Purchase Orders:

- 1594 – Casco Industries

Summary of Bills Payable over $1,000.00 and Purchase Orders Requiring Council Approval
5/12/2014

PROFESSIONAL SERVICES	***AMOUNT***	***DESCRIPTION***
Jim Jeffrey	$2,082.50	April 2014 Legal Fees
Sara Jane del Carmen	$1,200.00	April 2014 Magistration Services
C.A. Magnuson	$1,300.00	April 2014 Prosecution Services
Flair Events	$2,152.69	April 2014 PantegoFest Planner

PURCHASE ORDERS	***AMOUNT***	***DESCRIPTION***
1594 - Casco Industries	$1,385.00	Tempest Technology Electric PPV Fan

GENERAL BILLS	***AMOUNT***	***DESCRIPTION***
Duncan - Garbage	$8,191.92	April 2014 Trash Removal
Duncan - Recycling	$2,068.40	April 2014 Recycling Removal
Voyager Fleet Systems	$6,178.32	April 2014 Oil & Gas Expense
Gexa Energy (Formerly Direct Energy)	$17,372.74	Electricity Billing Thru 4/21/14
Commerce Bank	$4,812.64	April 2014 Credit Card Statement
Intermedix	$1,334.84	April 2014 Ambulance Collection Service
Pantego Utilities	$1,235.04	March 2014 Water Usage
TML Intergovernmental	$18,083.68	May 2014 Employee Insurance
Fort Worth Animal Control	$2,090.00	Quarterly Rabies Control Billing
Denitech	$1,095.51	Quarterly Copier Contract Overages
Wells Fargo	$2,070.06	May 2014 Copier Lease Payment and 2013 Property Taxes

LAW OFFICES OF JIM JEFFREY
2214 Park Springs Blvd
Arlington, Texas 76013
Phone: (817) 261-4640
Fax: (817) 275-5826
Federal Tax I.D. # 75-2947449

Town of Pantego
1614 S. Bowen Road
Pantego, TX 76013

4/30/2014
Account No.: 9.01.06
Invoice # 21769

Legal services
April 1, 2014 – April 30, 2014

Total Hours:	11.90	
Hourly Rate:	$175.00	
Total for Services:		$ 2,082.50
Expenses:		$ 0
TOTAL BALANCE DUE:		$2,082.50
Nolan County land issue		$ 0

ENTERED

MAGISTRATION SERVICE FOR THE MONTH OF APRIL 2014

ACCOUNT # 100-5-160-210.00

INVOICE FOR SERVICES

SERVICES PERFORMED: ARRAIGNMENTS/WARRANTS/MAGISTRATION DUTIES

VENDOR # 11022 Sara Jane del Carmen

BLOOD DRAW WARRANTS
MAGISTRATIONS

TOTAL - $1,200.00

BILLING ADDRESS: Sara Jane del Carmen
3051 Trevino
Grand Prairie, Texas 75054

ENTERED

PROSECUTOR SERVICE FOR THE MONTH OF APRIL 2014

ACCOUNT # 100-5-160-210.00

INVOICE FOR SERVICES

SERVICES PERFORMED: PROSECUTOR FOR MUNICIPAL COURT

VENDOR # 10123	CRAIG MAGNUSON	$1,300.00

BILLING ADDRESS: CRAIG MAGNUSON
6000 WESTERN PLACE #200
FT WORTH, TEXAS 76103

MDF

Flair Events
1040 Falcon Creek Dr.
Kennedale, TX 76060

Business Phone: *817-614-5530*
E-mail: *april@flairftworth.com*
www.flairftworth.com

Invoice #: 43014-P

Client: Town of Pantego
Date: April 30, 2014
Balance Due: $2152.69
Due Date: 5/14/14

Description: Festival Management – Business Plan

04/07/14	4.5 hours	
04/08/14	4.75 hours	
04/09/14	3.25 hours	
Sub-Total billed at $30/hour: 12.5 hours		$375.00

Description: Resource Management – Business Plan

04/06/14	1.0 hours	
04/07/14	3.5 hours	
04/09/14	2.25 hours	
Sub -Total billed at $25 / hour: 6.75		$168.75

Total: Business plan formation: **$543.75**

Description: Festival Management

04/15/14	1 hour	
04/16/14	3.75 hours	
04/17/14	3.67 hours	
04/18/14	2.25 hours	
04/21/14	2.33 hours	
04/23/14	6.5 hours	
04/24/14	3.25 hours	
04/25/14	1.5 hours	
04/28/14	4.45 hours	
04/30/14	1.5 hours	
Sub-Total billed at $30/ hour: 30.2 hours:		$906.00

Description: Resource Management

04/11/14	3.75 hours	
04/12/14	2 hours	
04/17/14	3.5 hours	
04/21/14	1.75 hours	
04/23/14	3 hours	
04/24/14	2.5 hours	
04/25/14	.75 hours	
Sub-Total billed at $25 / hour: 17.25 hours:		$431.25

Flair Events
1040 Falcon Creek Dr.
Kennedale, TX 76060

Business Phone: *817-614-5530*
E-mail: *april@flairftworth.com*
www.flairftworth.com

Description: Marketing

04/22/14	2 hours		
04/25/14	3 hours		
04/27/14	2 hours		
04/29/14	1 hour		
Sub-Total billed at $25/hour: 8 hours:		$200.00	
Total festival planning 04/11/14 – 04/30/14			**$1537.25**

Mileage:

04/15/14	22.0 miles x $0.56	$12.32	
04/21/14	58.0 miles x $0.56	$32.48	
04/24/14	26.0 miles x $0.56	$14.56	
04/28/14	22.0 miles x $0.56	$12.32	
Total Mileage:			**$71.68**

Balance Due this invoice: $2152.69

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1594

INSTRUCTIONS TO VENDOR

1. PURCHASE ORDER NUMBER. Vendor must show purchase order number on all packages, shipping papers, invoices and relative correspondence.
2. INVOICING. Send invoices in duplicate to:
   TOWN OF PANTEGO
   PURCHASING DEPARTMENT
   CITY HALL
   PANTEGO, TEXAS 76013
3. TAXES. Municipality Tax Exempt
   Entity I.D. #75-1291097

TO CASCO INDUSTRIES

SHIP TO PANTEGO FIRE DEPT.
1614 S BOWEN ROAD
PANTEGO, TX 76013

DATE 4/30/14 | ACCT # 100-5-150-480.[illegible] | DEPT. FIRE

QUANTITY ORDERED	QUANTITY RECEIVED	STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT	
1		TEMPEST TECHNOLOGY 16" ELECTRIC PPV FAN	1385.	00		1385.	00
		BUDGETED					
					TOTAL	1385.	00

Robert Bowen

APPROVED BY

Pantego Fire Department

Memo# **000**

To: City Manager Matt Fielder

From: Assistant Chief Robert Coker

Through: Public Safety Chief Thomas Griffith

Subject: Request to expend funds

Release Date: 05-04-2014

Sir I am requesting to expend budget funds in the amount of $1385.00, to purchase the electric positive pressure fan. This purchase was approved in the 2013-2014 budget. The requested amount is less than approved this is because the fan that was requested is no longer available for the price budgeted. I am requesting to get the 16 inch fan instead of the 21 inch.

This purchase is a budgeted item.

Cc: A. Carmona

DENITECH
A Xerox Company

Remit Payment to: PO Box 844173
Dallas, TX 75284-4173 972-831-2000

CONTRACT INVOICE

Invoice Number: IN36918
Invoice Date: 04/21/2014

ENTERED

V-11069

Bill To: TOWN OF PANTEGO
1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Customer: TOWN OF PANTEGO
1614 SOUTH BOWEN RD

PANTEGO, TX 76013

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
TO06:10D047	Cust Net 10	05/01/2014	$ 292.12	**$ 292.12**

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CN2606-01	AP 817-274-1381	$ 269.85		10/24/2012	10/23/2017

Remarks
100-5-101-234.10

Summary:

Contract base rate charge for this billing period	$0.00 *
Contract overage charge for the 01/24/2014 to 04/23/2014 overage period	$269.85 **
*Sum of equipment base charges **See overage details below	$269.85

Detail:

Equipment included under this contract

XER/X9303 – Qube

Number	Serial Number	Base Charge	Location
25759	XNE097530	$0.00	TOWN OF PANTEGO 1614 SOUTH BOWEN RD PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
CX1	CX1-25759-	111,756	136,574		24,818	36,000	0	$0.011500	$0.00
CX2	CX2-25759-	14,438	17,341		2,903	4,350	0	$0.040000	$0.00
CX3	CX3-25759-	42,972	50,920		7,948	4,350	3,598	$0.075000	$269.85
									$269.85

Tax Exempt Cert. Enclosed

Invoice SubTotal	$269.85
Tax:	~~$22.27~~
Invoice Total	$292.12
Balance Due:	**$292.12**

P.O. Box 844173 Dallas, TX 75284-4173 972-831-2000

DENITECH
A Xerox Company

Remit Payment to: PO Box 844173
Dallas, TX 75284-4173 972-831-2000

CONTRACT INVOICE

Invoice Number: IN38588
Invoice Date: 04/28/2014

ENTERED

Bill To: TOWN OF PANTEGO
1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Customer: TOWN OF PANTEGO
1614 SOUTH BOWEN RD

PANTEGO, TX 76013

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
TO06:10D047	Cust Net 10	05/08/2014	$ 897.02	**$ 897.02**

Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
CN3213-01	AP 817-274-1381	$ 828.66		10/24/2012	10/23/2017

Remarks

Summary:

Contract base rate charge for this billing period	$0.00 *
Contract overage charge for the 01/24/2014 to 04/23/2014 overage period	$828.66 **
*Sum of equipment base charges **See overage details below	$828.66

Detail:

Equipment included under this contract

BRO/HL2140

25796 B9J361164 $0.00 TOWN OF PANTEGO 2600 MILLER LANE
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	45,196 *	45,196		0	*** See overage details below			

* Estimated meter reading $0.00

HP/HP2

25741 CNHC72W05P $0.00 GISX DENITECH WAREHOUSE 820 W SANDY LAKE RD

COPPELL, TX 75019

HP/HPCLJ3600

25792 CNWBD93248 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	2,606 *	2,606		0	*** See overage details below			
CLR	CLR-3213-	25,231 *	25,259		28	*** See overage details below			

* Estimated meter reading $0.00

HP/HPCLJP1210

25801 CNBC8BJ1F2 $0.00 TOWN OF PANTEGO 2600 MILLER LANE
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	16,297	16,297		0	*** See overage details below			
CLR	CLR-3213-	11,222	11,222		0	*** See overage details below			

$0.00

HP/HPCM1312

DENITECH
A Xerox Company

Remit Payment to: PO Box 844173
Dallas, TX 75284-4173 972-831-2000

CONTRACT INVOICE

Invoice Number: IN38588
Invoice Date: 04/28/2014

Bill To: TOWN OF PANTEGO
1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Customer: TOWN OF PANTEGO
1614 SOUTH BOWEN RD

PANTEGO, TX 76013

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
TO06:10D047	Cust Net 10	05/08/2014	$ 897.02	**$ 897.02**

25797 CNB884H8DB $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	1 *	1		0	*** See overage details below			
CLR	CLR-3213-	1 *	1		0	*** See overage details below			

* Estimated meter reading $0.00

HP/HPLJ2015

25793 CNB1M15736 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	1,311	1,593		282	*** See overage details below			

$0.00

25799 CNB1M15744 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	8,008	8,011		3	*** See overage details below			

$0.00

HP/HPLJ2035

25802 CNB9K62625 $0.00 TOWN OF PANTEGO 2600 MILLER LANE PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	111,439	127,836		16,397	*** See overage details below			

$0.00

HP/HPLJ4250

25791 CNGXL19784 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	45,056	46,164		1,108	*** See overage details below			

$0.00

HP/HPLJ4345

25795 CNJYF25683 $0.00 TOWN OF PANTEGO 2600 MILLER LANE PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	432,527	457,896		25,369	*** See overage details below			

$0.00

25800 CNJYF03426 $0.00 TOWN OF PANTEGO 2600 MILLER LANE PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	635,958	637,873		1,915	*** See overage details below			

$0.00

HP/HPLJ8150

DENITECH
A Xerox Company

Remit Payment to: PO Box 844173
Dallas, TX 75284-4173 972-831-2000

CONTRACT INVOICE

Invoice Number: IN38588
Invoice Date: 04/28/2014

Bill To: TOWN OF PANTEGO
1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Customer: TOWN OF PANTEGO
1614 SOUTH BOWEN RD

PANTEGO, TX 76013

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
TO06:10D047	Cust Net 10	05/08/2014	$ 897.02	**$ 897.02**

25794 USBD009489 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	200,572	201,115		543	*** See overage details below			

$0.00

25798 JPDLR38829 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	209,200	210,859		1,659	*** See overage details below			

$0.00

HP/HPOJK8600

26211 1BS1S1Y405KC $0.00 TOWN OF PANTEGO 2600 MILLER LANE
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	2,895	3,082		187	*** See overage details below			
CLR	CLR-3213-	3,973	4,413		440	*** See overage details below			

$0.00

HP/HPOPROL7500

25790 MY84M24053 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD
PANTEGO, TX 76013

XER/X6015N

26954 BD1580695 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	145	948		803	*** See overage details below			
CLR	CLR-3213-	8,191	10,926		2,735	*** See overage details below			

$0.00

26955 BD1580593 $0.00 TOWN OF PANTEGO 2600 MILLER LANE

PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	29	252		223	*** See overage details below			
CLR	CLR-3213-	2,435	3,015		580	*** See overage details below			

$0.00

26967 BD1580696 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	197 *	197		0	*** See overage details below			
CLR	CLR-3213-	8,478 *	8,478		0	*** See overage details below			

* Estimated meter reading

$0.00

DENITECH
A Xerox Company

Remit Payment to: PO Box 844173
Dallas, TX 75284-4173 972-831-2000

CONTRACT INVOICE

Invoice Number: IN38588
Invoice Date: 04/28/2014

Bill To: TOWN OF PANTEGO
1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Customer: TOWN OF PANTEGO
1614 SOUTH BOWEN RD

PANTEGO, TX 76013

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
TO06:10D047	Cust Net 10	05/08/2014	$ 897.02	**$ 897.02**

26969 BD1580692 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	1,963	2,766		803	*** See overage details below			
CLR	CLR-3213-	1,693	1,966		273	*** See overage details below			

$0.00

26984 BD1579877 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	12	94		82	*** See overage details below			
CLR	CLR-3213-	1,037	1,615		578	*** See overage details below			

$0.00

XER/XPHASER3300

26233 NRB656484 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	13,299	16,161		2,862	*** See overage details below			

$0.00

26234 NRB656609 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	26,234 *	28,263		2,029	*** See overage details below			

* Estimated meter reading

$0.00

XER/XWC6505

26074 YTB117815 $0.00 TOWN OF PANTEGO 1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Meter Type	Meter Group	Begin Meter	End Meter	Credits	Total	Covered	Billable	Rate	Overage
BLK	BLK-3213-	3,949	4,872		923	*** See overage details below			
CLR	CLR-3213-	3,968	4,469		501	*** See overage details below			

$0.00

DENITECH
A Xerox Company

Remit Payment to: PO Box 844173
Dallas, TX 75284-4173 972-831-2000

CONTRACT INVOICE

Invoice Number: IN38588
Invoice Date: 04/28/2014

Bill To: TOWN OF PANTEGO
1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Customer: TOWN OF PANTEGO
1614 SOUTH BOWEN RD

PANTEGO, TX 76013

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
TO06:10D047	Cust Net 10	05/08/2014	$ 897.02	**$ 897.02**

Overage Details

Meter Group	Total Copies	Covered Copies		Billable	Rate	Total
BLK-3213-	55,188	43,500	0	11,688	$0.017250	$201.62
					Base Amount:	$0.00
						$201.62

Meter Type	Equip. Number	Serial Number	Begin	End	Copies
BLK	25791	CNGXL19784	45,056	46,164	1,108
BLK	25792	CNWBD93248	2,606	2,606	0
BLK	25793	CNB1M15736	1,311	1,593	282
BLK	25794	USBD009489	200,572	201,115	543
BLK	25795	CNJYF25683	432,527	457,896	25,369
BLK	25796	B9J361164	45,196	45,196	0
BLK	25797	CNB884H8DB	1	1	0
BLK	25798	JPDLR38829	209,200	210,859	1,659
BLK	25799	CNB1M15744	8,008	8,011	3
BLK	25800	CNJYF03426	635,958	637,873	1,915
BLK	25801	CNBC8BJ1F2	16,297	16,297	0
BLK	25802	CNB9K62625	111,439	127,836	16,397
BLK	26074	YTB117815	3,949	4,872	923
BLK	26211	1BS1S1Y405KC	2,895	3,082	187
BLK	26233	NRB656484	13,299	16,161	2,862
BLK	26234	NRB656609	26,234	28,263	2,029
BLK	26954	BD1580695	145	948	803
BLK	26955	BD1580593	29	252	223
BLK	26967	BD1580696	197	197	0
BLK	26969	BD1580692	1,963	2,766	803
BLK	26984	BD1579877	12	94	82

Meter Group	Total Copies	Covered Copies		Billable	Rate	Total
CLR-3213-	5,135	1,500	0	3,635	$0.172500	$627.04
					Base Amount:	$0.00
						$627.04

Meter Type	Equip. Number	Serial Number	Begin	End	Copies
CLR	25792	CNWBD93248	25,231	25,259	28
CLR	25797	CNB884H8DB	1	1	0
CLR	25801	CNBC8BJ1F2	11,222	11,222	0
CLR	26074	YTB117815	3,968	4,469	501
CLR	26211	1BS1S1Y405KC	3,973	4,413	440
CLR	26954	BD1580695	8,191	10,926	2,735
CLR	26955	BD1580593	2,435	3,015	580
CLR	26967	BD1580696	8,478	8,478	0
CLR	26969	BD1580692	1,693	1,966	273
CLR	26984	BD1579877	1,037	1,615	578

DENITECH
A Xerox Company

Remit Payment to: PO Box 844173
Dallas, TX 75284-4173 972-831-2000

CONTRACT INVOICE

Invoice Number: IN38588
Invoice Date: 04/28/2014

Bill To: TOWN OF PANTEGO
1614 SOUTH BOWEN RD
PANTEGO, TX 76013

Customer: TOWN OF PANTEGO
1614 SOUTH BOWEN RD

PANTEGO, TX 76013

Account No	Payment Terms	Due Date	Invoice Total	Balance Due
TO06:10D047	Cust Net 10	05/08/2014	$ 897.02	**$ 897.02**

Total Grouped Overage Charges:	$828.66
Total Grouped Base Charges:	$0.00
Total Meter Group Charges:	$828.66

Tax Exempt

Invoice SubTotal	$828.66
Tax:	~~$68.36~~
Invoice Total	$897.02
Balance Due:	**$897.02**

P.O. Box 844173 Dallas, TX 75284-4173 972-831-2000

AGENDA BACKGROUND

AGENDA ITEM: The approval of Town Council minutes and Acceptance of minutes of the various Boards and Commissions.

Date: May 12, 2014

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

Minutes from Town Council and Pantego's various Boards and Commissions.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the approval of the minutes as presented.

ATTACHMENTS:

Town Council minutes from April 28, 2014

CRB minutes from April 1, 2014

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Town Council of the Town of Pantego, Texas, met in special session at 6:30 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 14th day of April 2014 with the following members present:

Russell Brewster	**Mayor Pro Tem**
Jane Barrett	**Council Members**
Don Surratt	
Don Funderlic	
Charlie Price	

Members absent:

Melody Paradise	**Mayor**

constituting a quorum. The following staff members were present:

Matt Fielder	**City Manager**
Julie Arrington	**City Secretary**
Jim Jeffery	**City Attorney**
Ariel Carmona	**Finance Director**
Chad Joyce	**Community Development Director**
Tom Griffith	**Chief of Public Safety**
Barry Reeves	**Assistant Police Chief**
Robert Coker	**Assistant Fire Chief**

Also in attendance:

Fred Adair	**PEDC Secretary**

WORK SESSION 6:30 P.M.

Mayor Pro-tem Brewster called the work session to order at 6:32 p.m.

Mayor, Council, and Staff discussed the following consent agenda items:

1. **City Manager Report**

   Mr. Fielder informed Council there are not any changes to the road projects. There are three outstanding items still; two repairs that are the contractors responsibilities and the Maintenance bond. Ms. Stanton has met with the contractor and Mr. Fielder expects an update from her on Friday afternoon.

   Mr. Fielder reminded Council staff was asked at the last meeting to propose a Mosquito plan for spraying. Mr. Fielder explained a proposal was outlined by him and Mr. Joyce which includes testing in early May, spraying in mid-May and in mid-June, then testing again. The plan after these measures would depend on the results from the testing's. The spraying is approximately $100 each time. Mr. Fielder informed Council Tarrant County has started testing for West Nile and has received negative results. There was one positive test resulting in Dallas County. Council does not want to wait and would suggest spraying in mid-June, July, and August. They also suggested researching the cost of the equipment for the Town to perform the spraying instead of

contracting it out. There was discussion with Mr. Joyce on the process and procedures of the Mosquito testing and spraying.

Mr. Fielder informed Council Officer Cepeda is no longer with the Department creating two vacancies in the patrol officer's position. The Fire Department still has two vacancies that they are testing for now. Public Works lost an employee today and the Director position is still open. There was discussion on the reason for their departures.

Mr. Fielder explained the March 2014 Financial Report agenda item was in response to the questions Council raised at the meeting. One item was a transfer out due to the PantegoFest funds Council approved and the other item was a reclassification of funds due to the sale of assets. There was discussion why the report showed negative revenue within the revenue columns. Ms. Carmona explained this is a non divisional expense and because it is a transfer out it is either a reduction of current revenues or fund balance. The sale of assets is not considered other revenue; therefore it had to be reclassified to the sale of assets account. When the Town is audited this is where the gain or loss is calculated from.

Mr. Fielder informed Council staff has recently had two issues related to this topic. One was from the public speaker at the last meeting and several comments from residents regarding solicitors at the corner of Bowen and Park Row. The concerns are for safety of the solicitors and traffic congestion at the intersection created by the solicitors. The second issue is the Town's current ordinance that applies to door to door solicitation requires the charity solicitors to be permitted but not other solicitors. This makes the ordinance obsolete. There was discussion with the Town Attorney regarding the requirements the Council would like to have in the ordinance. Council requested an agenda item for full discussion and direction of staff.

Mr. Fielder informed Council there was a concern on the sidewalk failure next to the Wagon Wheel Bridge. Ms. Stanton, the Town Engineer, investigated the concerns and called in a structural engineer. It seems the wing walls are eroding, which is causing the sidewalk to collapse. The bridge is safe and is not affected but the sidewalk and roadway are affected. He suggested to Council to look at fixing this issue during the budget process in conjunction with what was budgeted for repairing Wagon Wheel this summer. Staff is waiting for an exact report of the failures from the Structural Engineer. There was discussion on the sidewalk and if there is a need for additional measures for possible hazards until repaired.

Mr. Fielder explained each person who was involved with the server migration with the Town and Iwerks is no longer employed by the Town or Iwerks. The only work done on laserfische was performed by Franklin Legal and not Iwerks. It appears there was discussion on upgrading to different software; therefore, this was not included in the server migration. There was discussion on possible recent updates from the previous City Secretary. Council requested an update at the next meeting for upgrade charges from Franklin Legal.

Ms. Arrington informed Council she has spoken to every board member except two; Janice Woods and William Nolen. She expressed each board member would like to return to their positions except for Barbara Rogers on PEDC. Ms. Arrington will continue to attempt to talk to the other two board members and explained she is accepting applications until May 15th with plans to have appointments ready for Council on the first June Agenda.

Council inquired about the meeting scheduled with County Commissioner Nguyen. Mr. Fielder informed Council he met with Commissioner Nguyen on Monday and discussed the Groundwater Conservation District. Mr. Nguyen would like to send his appointed representative currently working on this project to speak instead of himself and will try to set it up. Council asked about the appraisal billings. Mr. Fielder informed Council Commissioner Nguyen stated this was corrected. Ms. Carmona is following up with Tarrant County on this item.

Council has looked over the Zoning changes coming up and stated it is difficult to know what was changed and what was not. There was discussion on the Zoning Board of Adjustments and other conflicts and changes within the proposed Zoning Ordinance. Council would like to hold some special meetings and work sessions just for the Zoning Ordinance. Mr. Jeffrey stated he will need until June to finalize his review of the ordinance.

2. Approval of Bills Payable and Purchase Orders in excess of $1,000.

Councilmember Funderlic inquired on the Nora well and if it is complete. Mr. Joyce informed him it was complete and has been running fine since repaired.

Councilmember Surratt inquired about the cause of the electrical failure on the Nora well. There was discussion on the purpose of the SCADA system for monitoring the wells and possible upgrades to the SCADA system. There was further discussion on the purpose for the sub monitors and their locations. Council would like to look at improvements to the wells for preventative measures.

3. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from April 14, 2014

  Council clarified a comment on the radio lease section for receiving the one to one match cost meant the same price as the City of Fort Worth and not a grant. The Memorial Day event shows Monday May 20th and it should read May 26th.

Acceptance of Minutes of Boards and Commissions:

- PEDC Minutes from March 26, 2014
- PEDC Minutes from April 9, 2014

No comments were given.

Mayor Pro-tem Brewster adjourned the work session at 7:19 p.m.

REGULAR SESSION 7:30 P. M.
CALL TO ORDER/WELCOME

Mayor Pro-tem Brewster called the regular session to order at 7:33 p.m. and welcomed the audience.

Julie Arrington, City Secretary, led the invocation which was immediately followed by the Pledge of Allegiance

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

Councilmember Price has no comments this evening.

Councilmember Barrett expressed thanks to staff for the Easter event and she thought it turned out great.

Councilmember Funderlic also commented on the Easter event stating it was the best one ever. He thanked the citizens for coming tonight.

Councilmember Surratt thanked the CRB Board and their work on the Easter event and all the volunteers. He also welcomed the audience.

Mayor Pro-tem Brewster welcomed everyone in the audience and expressed gratitude that staff and Council continue to work well together.

RECOGNITION

- **Texas State Fire Marshall Recognition of Pantego for Class 2 rating**

  Mayor Pro-tem Brewster called upon Assistant Chief Coker and Chief Griffith to join him in front of the Dias with the Texas State Fire Marshall representative Jesse Williams. Chief Griffith introduced Mr. Williams and explained two years ago the Town of Pantego started the process of re-evaluating the Town's ISO rating. This rating is based on the water supply, Fire Department protection, dispatch and many other items. This directly affects the homeowner's and businesses insurance ratings. We were able to change from a class 4 rating to a class 2 rating. This is a scale from 1-10 with 1 being the best. This is due to the strong departments in town; Public Works, the Fire Department, and the Police Dispatch. I would like to recognize all the staff members involved.

  Mr. Williams thanked the Town of Pantego for the opportunity for him to come and recognized the achievement of the Town. The TX Dept of Insurance has the oversight authority of the ISO ratings. The Commissioner of the Department of Insurance wants to express her congratulations. Department of Insurance has surveyed 47,000 communities in the U.S. with 3,500 in Texas. There are only 750 class 2's in the U.S. and 187 in Texas. The Town of Pantego is part of the elite. This will effectively lower the residents insurance rates on June 1st. Mr. Williams presented the Town with a plaque of Award and Achievement presented to the Town of Pantego in Official Recognition of Outstanding Dedication Providing Exemplary Fire Protection Service to the Community. The Texas State Fire Marshall's office is please to award a class 2.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Councilmember Barrett informed Council the Memorial Day Event will be held Monday, May 26th at 7:00 p.m.; movie night will be the second Saturday of the month from June until September in the park; and the Easter event went off beautifully. The CRB Board meets again on May 6th at 7:00 p.m.

Pantego Youth Leadership Council

Councilmember Surratt informed Council the last meeting will be in May and the group is planning a field trip to visit some of our businesses. They will end at Saljo's for an end of the year celebration.

PEDC REPORT

Councilmember Surratt informed the Council the Board discussed the archway lighting and are currently reviewing bids. There were some temporary installations at the last meeting for demonstrations of the lighting. The Board has picked out the type of lighting they think would work best. The Board is looking at other features the contractor may be able to offer; such as changing colors for festivals.

CITIZENS OPEN FORUM

Barbara Nunn, 2704 Whispering Trail Circle, addressed an issue with the utility billing policy. They sometimes take long vacations and the water is not used during this time. They do not have a use for trash and recycling while gone. However, they are billed the minimum billing for water, sewer, trash, recycling, and other fees for the time they are away. She would like to have Council address a procedure for the citizens who are away for long periods of time to have reductions of the services for the time they are away.

APPROVAL OF CONSENT AGENDA ITEMS

Councilmember Surratt made a motion to approve the Consent Agenda items 1, 2, and 3 as discussed in the work session. Councilmember Price seconded the motion.

The vote was as follows:
Ayes: Surratt, Funderlic, Barrett, Price, and Brewster.
Nayes: None
Abstention: None

Mayor Pro-tem Brewster declared the vote passed unanimously.

NEW BUSINESS FOR DISCUSSION, REVIEW, APPROVAL AND / OR DIRECT STAFF

4. Discuss and direct staff regarding the Boat and RV ordinance.

Mayor Pro-tem Brewster opened the floor to public comments at 7:49 p.m.

Barbara Nunn, 2704 Whispering Trail Circle, would like to see the time allowed for the RV's to be parked in front of the home extended from 24 hours to 48 hours. She also requested Mr. Joyce to have the trees hanging over the street cut back.

Wayne Couch, 1811 Roosevelt Court, would like to see the screening of the stored boats and RV's to contain exceptions for those who do not have access to their backyards which forces them to be stored in the driveway. He expressed this is costly and inconvenient to some of the residents and not others due to access issues and having to rent a storage space. He would like no restrictions for the RV and trailers to be parked in front of the house. He feels trailers that do not block the sidewalk or hang out in the street should be allowed to park in the driveway. He would like to see an ordinance that requires current registrations only to be parked at the residence.

Mark Kelsey, 2624 Peachtree Lane, he stores his boat at Joe Pool Lake and the trailer is currently parked at his residents for annual maintenance. He would like no restrictions on parking trailers and RV's at the residents. He also does not have access to the side or back of his yard. He would like to remove the hidden or screened clause of the ordinance, add classes of the RV's to the ordinance, and increase the cargo capacity allowed in the ordinance.

There was discussion on the next step. Mr. Joyce presented to Council a proposal of changes to the current ordinance based on the complaints he has heard of. There was discussion of the current restrictions; such as the length of time allowed for parking in front of the residence, the screening requirement, and maintenance allowed. Council requested Mr. Joyce to present a rough draft of the changes discussed in the ordinance at the next meeting. There was discussion on the power of the Board of Adjustments to grant variances.

5. Discuss, direct, and consider action upon an Ordinance for the Municipal bond requirements of the City Manager and the Finance Director.

Mr. Fielder informed Council state law requires the City Manager and Finance Director to be bonded at an amount set by Council. The purpose here is to find out the amount Council would like to set the bond for the ordinance. The previous City Manager was bonded to $10,000. There was discussion on the amount and the cost of the bonds. Council decided to set the bond limits at $50,000 for both the City Manager and the Finance Director.

Mayor Pro-tem Brewster recessed the regular session at 8:33 p.m.

Mayor Pro-tem Brewster called the executive session to order at 8:36 p.m.

SCHEDULED EXECUTIVE SESSION ITEMS

- The Council will convene in the City Manager's Office pursuant to the Texas Government Code for an executive session on the following items:
    1. Pursuant to Government Code Section 551.071 Litigation Matters, to discuss pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – Van Hoosier
    2. Pursuant to Government Code Section 551.071 Consultation with Attorney, to discuss pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – Peak Energy.

Mayor Pro-tem Brewster adjourned the Executive Session at 8:47 p.m.

Mayor Pro-tem Brewster reconvened into Regular Session at 8:50 p.m.

Mayor Pro-tem Brewster declared no action was taken on Executive Session items # 1 and 2.

6. Discussion on a presentation from the Arlington Independent School District Board regarding the Bond Election for the May 10, 2014 Election.

Mayor Pro-tem Brewster introduced Ms. Cindy Powell, Finance Director; Dr. Cavazos, Superintendent; and Mr. Peters, School Board Member. Dr. Cavazos addressed Council and informed them the Arlington School District Bond is part of their Strategic Plan. The District conducted a Facility Assessment for the condition and adequacy of every facility to create a benchmark. They have a steering committee comprised of 38 members consisting of students, parents, and faculty that reviewed the assessment, enrollment trends, and community input. The major findings were presented in a PowerPoint presentation consisting of 70% of students are economically disadvantaged and the utilization of facilities found in some cases the schools are overcrowded, underutilized, or full. The District started with the gap analysis to reach their goals. The bond has four parts Facilities, Fine Arts, Safety and Security, and Transportation. The recommendations for the Facilities are to build a district wide Career Technical Center at Hutchison Junior High; a district wide Agricultural and Science Center; a District wide 2500 seat capacity Fine Arts Center with classroom space; six multipurpose activity centers one for each High School that would house outdoor sports; such as, the band, the drill team, and cheerleading; a Special Education Alternate Curriculum program; relocating the Newcomer Center to Ferguson Junior High School; add to Workman Junior High School which would house some of the Hutchison Junior High School students; two new elementary schools, one in North Arlington and one in East Arlington; re-purpose two elementary schools for Dual Language Fine Arts academies; and two science labs at each elementary school. These strategies will reduce the use of the High Schools during the day to help with the capacity of the schools.

Ms. Powell addressed Council to discuss the conditions efficiencies that were identified through the assessment including security entrances in all elementary schools; expanding parking lots or repaving the parking lots; and taking care of our systems, mechanical, electrical, or structural; and access issues for guests. There is funding for fine arts instruments and uniforms allowing the district to provide uniforms and instruments to the economically disadvantaged and replacing some of the older instruments. Safety and Security and Technology have funding to replace some old security cameras. The District currently covers 35% of the building footprints the upgrade will allow 80% coverage of the footprints at the buildings. There is funding for digital signage and an upgrade to the PA systems, emergency notification systems, and GPS tracking system to the buses. The Technology funds will increase the access to the current technology and will replace old network infrastructure. Transportation will replace old busses. This was started in 2009 replacing half the fleet. The District plans to continue to replace the old busses and add some

new buses. The Bond Packaged covers $663.1 million. If passed the bond will be repaid over a 25 year period and repayments are matched with the life of the asset purchased. This could be a 15% increase at the peak period resulting in an approximate $10 a month increase in property taxes on a $100,000 home. This is peak period increase is projected to occur between the years of 2016-2020. The District expects all these projects to be final in 5 years.

There was discussion on the maximum rate increase and where the district will fall in the rate for the County. Ms. Powell explained if all other districts do not change their rates this will put Arlington in the middle. There was discussion on the soft costs and the firms used for the soft costs. Ms. Powell informed the Council there is an estimate of operating costs once everything is online in 5 years of $3.2 million annually this is a net result of taking some of the buildings off line. The soft cost are paid through the bond proceeds and sold at premium usually a 1/2% of the bond issued.

OLD BUSINESS FOR DISCUSSION, REVIEW, APPROVAL AND / OR DIRECT STAFF

7. Discuss, direct, and consider action upon a preliminary plan for PantegoFest 2014.

Ms. Coltharp informed Council of some preliminary steps she has in place. She recommends the three day event Friday, Saturday, and Sunday. All equipment, stage, and tents will remain until Monday Morning. There is no competition from the Dallas Cowboys that weekend, but there is competitions for the State Fair Opening Weekend, a busy 5k weekend, and the last home game for the Texas Rangers. The location of the event is recommended for the Park Row West Shopping Center. The layout will fit on the site without using the Pantego Christian Academy (PCA) parking lot. The Owner of the center is open to using her shopping center. She felt her tenants have a positive outlook on the event. There was discussion on the logistic of the lot with the food vendors on the Saljo's/State Farm side of the lot and the kids Zone will line up with the PCA parking lot, the stage will sit in the lot North of Saljo's, and the chili cook off in front of Shirtwerx. All other vendors will be in the center between these areas. This will give several points of entry for foot traffic. There was discussion on the foot traffic and closing streets; the area behind the shopping center in reference to noise complaints; and moving the stage towards the PCA parking lot and having access from that side of the parking lot. Ms. Coltharp informed Council the idea is to have the attendees walk through the vendors to get the main attractions. There was discussion on loosing visibility and the Bowen Road traffic that can see the festival from the Bowen/Park Row Intersection; possibly moving the event back on to Park Row; and on shutting down Milby Road. Ms. Coltharp informed Council she needs decision on the location, dates, and anything necessary to start solidifying plans, bookings, and invites. The particular layout can be worked out at a later date. Ms. Coltharp spoke to Ben E Keith regarding a stage but has not been able to book it yet. There was discussion on the bands and their availability; moving the Kid Zone parallel to Park Row; and closing the north lane of Park Row for a pedestrian buffer.

Ms. Coltharp presented a draft budget for Council and a comparison of the 2013 financials. She is proposing an entirely free event, except the Kids Zone at $5.00 per child, and is expecting approximately 74 vendors. The revenue projection came to $95,000. Ms. Coltharp proposed the idea of the vendor providing their own tent and lowering the price to offset the cost to the vendor. There was discussion on the tents used by the vendors. The expenses are projected to $72,000 with the increase in marketing and the bands. There was discussion on holding a stakeholders meeting in mid-May and starting right away sending business letters out this week. There was discussion on a logo and keeping the guitar in the logo. Ms. Coltharp expressed in the next two weeks she will have made progress with getting the word out and incorporating the logo into the information. Council directed Ms. Coltharp to move forward with what she presented tonight.

RESOLUTIONS

8. Discuss, direct, and consider action upon a Resolution Approving the Investment Policy and the Investment Strategies for the Town of Pantego; and Providing for an Effective Date.

Ms. Carmona informed Council this is a revised version to a policy that is reviewed every year. The difference in this year is the Policy was GTOT certified to ensure the Town is in accordance with the law. There was discussion to the State requirements of the policy following the Public Funds Investment Act; the annual update requirement; and the development of the Finance Audit Committee. There was discussion on Municipal financial investment rates and how it relates to collateral; as well as discussion on suitable bonds issued.

Councilmember Funderlic made a motion to approve the Resolution adopting the Investment Policy and the Investment Strategies for the Town of Pantego. Councilmember Barrett seconded the motion.

The vote was as follows:
Ayes: Surratt, Funderlic, Barrett, Brewster, and Price
Nayes: None
Abstentions: None

Mayor Pro-Tem Brewster declared the vote passed unanimously.

9. Discuss, direct, and consider action upon a Resolution Approving the Financial Policy for the Town of Pantego; and Providing for an Effective Date.

Ms. Carmona informed Council this is not a new policy; however, the policy has not been updated since 2007. In her review she noticed there needed to be information added that identifies more efficient methods to the budget, operating revenue, accounting, financial reporting, and auditing. There was discussion on the General Government Reserves; the amount of reserve balance allowed; and what the process is if the reserves reach the States time limit of 90 days. There was also discussion on the balanced budget provision.

Councilmember Surratt made a motion to accept the Resolution approving the Financial Policy for the Town of Pantego. Councilmember Funderlic seconded the motion.

The vote was as follows:
Ayes: Surratt, Funderlic, Barrett, Brewster, and Price
Nayes: None
Abstentions: None

Mayor Pro-Tem Brewster declared the vote passed unanimously.

COUNCIL INQUIRY

Councilmember Surratt requested staff to review the Park Master Plan and revisit the maintenance items; discuss the priority list of street maintenance; and requested the City Manager to update Council between the Council meetings on items that do not require any discussions.

Councilmember Funderlic inquired about the discussion of the Park Row Project with the Engineers and informed the City Manager previously there was a program with Collier for the monitoring of the wells and there were some ideas of how we may monitor our wells.

ADJOURNMENT

Mayor Pro-tem Brewster adjourned the regular session at 10:36 p.m.

APPROVED:

_____
Russell Brewster, Mayor Pro-tem

ATTEST:

_____
Julie Arrington, City Secretary

Community Relations Board Minutes
April 1, 2014

STATE OF TEXAS

COUNTY OF TARRANT

TOWN OF PANTEGO

The Community Relations Board of the Town of Pantego, Texas, met in regular session at 7:00 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 1st day of April, 2014 with the following members present:

Barbara Rogers	**Chair**
Annie Johnston	**Secretary**
Lothar Heller	**Board Members**

The following staff members were present:

Jennifer Pauley	**Staff Liaison**

Others in attendance:

Karen Strezlecki	**Volunteer**

REGULAR SESSION 7:00

Chair Barbara Rogers called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

OLD BUSINESS

Approval of Minutes: March 4 and March 20, 2014. Barbara Rogers moves to approve all minutes as written and Lothar Heller seconds the motion. The minutes pass as written.

CITIZENS OPEN FORUM

NEW BUSINESS FOR DISCUSSION, REVIEW, AND APPROVAL

1. **Easter**

The Easter event is scheduled for Saturday, April 19 from 2:00-4:00 in the afternoon. The event will include an egg hunt in various age groups ranging from 0-10 years, a scavenger hunt for ages 11-16, face painting, train rides, refreshments, egg toss, three-legged race, spin wheel raffle, and birdhouse craft.

The Board has requested the parking lot entrances from Smithberry Road be blocked off around 10:00am before the event begins.

The Board also requested signs indicating 'Reserved for Town Event' be placed on all park pavilions located south of Smithberry Road.

The Board has reached out to local school groups for help. At this time, about 20 student volunteers have committed to our event. A call for volunteers will also be in the Pantego Newsletter

The Waterford Senior Home will help stuff Easter eggs April 14th at 1:00pm

Local Pantego businesses will have the opportunity to set up information booths at the Easter Event again this year. The PEDC is coordinating with the businesses.

2. Memorial Day

The Memorial Day event will be held on Monday, May 26 at 7:00 pm. The Board has decided to hold a scholarship essay contest for the local Junior High and High School students. The essay topic will be "What does Memorial Day mean to you?" and will be available to students attending Arlington High School, Bailey Junior High School, Pantego Christian Academy, and The Oakridge School.

Two 1st and two 2nd place winners from both the Junior High and High School level will be asked to present their essay during the ceremony. Winners will receive awards in the following amounts:

High School: 1st place- $300	Junior High School: 1st place- $200
2nd place- $200	2nd place- $100

Information about the essay contest will be in the next water bill.

The Board is inquiring about the possibility of the Arlington Handi-tran assisting people to and from the event and the Board is also reaching out to the Waterford Community to invite them to the event.

The ceremony will also include a color guard, a performance of Taps, and light refreshments.

CRB MEMBER INQUIRY

No inquiries at this time.

ADJOURNMENT

Chairperson Rogers adjourned the regular session at 7:50 p.m.

Barbara Rogers 5.7.14

Annie Johnston 5/7/14

AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on an Ordinance Amending the Town of Pantego Municipal Code; Chapter 1 – General Provisions; Article 1.04 Town Officers; Division 2 City Manager; Section 1.04.031 Office Created; Appointment and Removal; Term; Compensation By Adding A Requirement For A Municipal Bond In The Amount of $50,000 and By Adding Section 1.04.035 Financial Director; Containing A Savings Clause; Repealing All Ordinances In Conflict Herewith; and Declaring An Effective Date.

Date: May 12, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

The Texas Local Government Code Title 2 Organization of Municipal Government; Subtitle B Municipal Form of Government requires the City Manager and the Finance Director to execute a bond in an amount set by the governing body.

FISCAL IMPACT:

Estimated $250 each bond; however, staff is still receiving estimates.

RECOMMENDATION:

Staff recommends Council approve the Ordinance as presented

ATTACHMENTS:

Ordinance 14-xxx

ORDINANCE NO. 14-XXX

AN ORDINANCE AMENDING TOWN OF PANTEGO MUNICIPAL CODE: CHAPTER 1 – GENERAL PROVISIONS; ARTICLE 1.04 TOWN OFFICERS; DIVISION 2 CITY MANAGER; SECTION 1.04.031 OFFICE CREATED; APPOINTMENT AND REMOVAL; TERM; COMPENSATION BY ADDING A REQUIREMENT FOR A MUNICIPAL BOND IN THE AMOUNT OF $50,000 AND BY ADDING SECTION 1.04.041 FINANCE DIRECTOR; CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town of Pantego, Texas is a Type A General Law municipality located in Tarrant County, Texas, created in accordance with provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town Council is empowered under the Texas Local Government Code to adopt ordinances and rules for the orderly and beneficial operation of City government and the welfare of the citizens of Pantego; and

WHEREAS, the Town Council is empowered under the Texas Local Government Code to adopt by ordinance the City Manager Form of Government in a General Law Municipality; and

WHEREAS, the Town Council is empowered under the Texas Local Government Code to adopt by ordinance a set bond amount for the City Manager and for other municipal officers; and

WHEREAS, presentation of this ordinance at a meeting preceding the meeting at which the ordinance is enacted places an undue burden in administrative time and expense to the Town, and as reflected by the vote of two-thirds of the Councilmembers present, the requirements of Section 1.03.035(b) are hereby waived.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS:

SECTION 1:
ADDITION OF PROVISIONS TO CHAPTER 1

That the Code of Ordinances of the Town of Pantego, Texas, Chapter 1, General Provisions; Article 1.04 - Town Officers; Division 2 - City Manager; Section 1.04.031 - Office Created; Appointed and Removal; Term; Compensation, is hereby amended to state as follows:

Sec. 1.04.031 Office Created; Appointed and Removal; Term; Compensation

(a) The office of city manager is hereby created. The town council shall appoint a city manager, who shall be the chief administrative officer of the town. The manager shall be chosen by the council solely on the basis of his executive and administrative training, experience and ability, and without regard to political consideration. No member of the council shall, during the time for which elected, be chosen as city manager. The city manager shall not be appointed for a definite fixed time, but shall be removable at the will and pleasure of the council by a vote of the majority of the entire council. The city manager shall receive such compensation as may be fixed by the council.

(b) The City Manager shall be bonded in the amount of $50,000 for the term of their appointment. The bond must be conditioned that the city manager will faithfully perform the duties of city manager as prescribed in Chapter 1 of the Town of Pantego Municipal Code.

SECTION 2:
ADDITION OF PROVISIONS TO CHAPTER 1

That the Code of Ordinances of the Town of Pantego, Texas, Chapter 1, General Provisions; Article 1.04 Town Officers; is amended by the addition of Division 3 – Other Municipal Officers – Finance Director, Section 1.04.041 Office Created; Appointed and Removal; Term; Compensation; of is hereby amended to state as follows:

Division 3. Other Municipal Officers

Sec. 1.04.041 Office of Finance Director created; Appointed and Removal; Term; Compensation

(a) The office of Finance Director s hereby created. The City Manager shall appoint a Finance Director, who shall be the chief financial officer of the town. The Finance Director shall be chosen by the City Manager solely on the basis of his financial training, experience and ability, and without regard to political consideration. The Finance Director shall not be appointed for a definite fixed time, but shall be removable at the will and pleasure of the City Manager. The Finance Director shall receive such compensation as determined in accordance with the manner of determining compensation for any employee subordinate to the City Manager.

(b) The Finance Director shall be bonded in the amount of $50,000 for the term of their appointment. The bond must be conditioned that the Finance Director will faithfully perform the duties of finance director and chief financial officer as prescribed in Chapter 1 of the Town of Pantego Municipal Code.

SECTION 3:
PROVISIONS CUMULATIVE

This ordinance shall be cumulative of all provisions of the ordinances of the Town of Pantego, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 4:
PROVISIONS SEVERABLE

That it is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the Town Council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5:
SAVINGS CLAUSE

That all rights or remedies of the Town of Pantego, Texas, are expressly saved as to any and all violations that have accrued at the time of the effective date of this ordinance, involving the provisions of any earlier or previous ordinances concerning the subjects of this ordinance, that have already accrued at the time of the effective date of this ordinance; and as to such accrued violations, and all pending litigation, both civil or criminal, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6:
EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication as provided by law, and it is so ordained.

PASSED AND APPROVED AFTER WAIVER OF THE REQUIREMENTS OF TOWN CODE SECTION 1.03.035(b) THIS THE ____ DAY OF _____ 2014 BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS.

_____
Melody Paradise, Mayor

ATTEST:

_____
Julie Arrington, City Secretary

APPROVED AS TO FORM:

_____
Jim Jeffrey, City Attorney

AGENDA BACKGROUND

AGENDA ITEM: Consider a resolution allowing the City Manager to enter into an interlocal agreement with the City of Fort Worth to participate in Fort Worth's Environmental Collection Center Household Hazardous Waste Program.

DATE: May 12, 2014

PRESENTER:

Chad Joyce, Community Development Director

BACKGROUND:

The Town of Pantego has been engaged in an interlocal agreement with the City of Fort Worth allowing for residents to take household hazardous waste to Fort Worth's collection center for several years. The interlocal agreement with Fort Worth actually expired in October 2013. This agreement is renewed annually. The agreement is the same as in years past and will be used in addition to the new annual service offered by Republic Waste.

FISCAL IMPACT

$47.00 per trip paid by the resident

RECOMMENDATION:

Staff recommends approval of this resolution.

ATTACHMENTS:

Proposed Resolution
Exhibit A – Interlocal Agreement with Fort Worth

Director's Review: _____
City Manager's Review: _____

RESOLUTION NO. 14-XX

A RESOLUTION OF THE TOWN COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH AND BETWEEN THE CITY OF FORT WORTH FOR PARTICIPATION IN FORT WORTH'S ENVIRONMENTAL COLLECTION CENTER HOUSEHOLD HAZARDOUS WASTE PROGRAM.

WHEREAS, the Town Council finds the need to offer a way for its residents to dispose of household hazardous materials in an environmentally sound manner; and

WHEREAS, the Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, the Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) designates waste disposal as a governmental function and service; and

WHEREAS, the Texas Government Code §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and the Town of Pantego desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and the Town of Pantego mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS THAT:

Section 1: the Town Council hereby authorizes the City Manager to enter into the interlocal agreement with the City of Fort Worth to participate in the Fort Worth Environmental Collection Center Household Hazardous Waste Program. **(Exhibit A)**

Section 2: the Town of Pantego will issue a voucher to any resident requesting to dispose of household hazardous material at a fee of $47.00 per trip.

Section 4: This resolution is effective immediately upon passage.

PASSED AND APPROVED this the 12th day of May 2014, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of __ ayes, __ nays and __ abstentions.

_____
Melody Paradise, Mayor

ATTEST:

_____
Julie Arrington, City Secretary

APPROVED AS TO FORM:

_____
Jim Jeffrey, City Attorney

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S

ENVIRONMENTAL COLLECTION CENTER

HOUSEHOLD HAZARDOUS WASTE PROGRAM

FY2014

PANTEGO

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting by and through Fernando Costa, its duly authorized Assistant City Manager and the Town of Pantego, hereinafter referred to as "Participating City" and located in Tarrant County, Texas acting herein by and through Matthew Fielder (Name) its duly authorized City Manager (Title).

DELIVERY OF NOTICES

Any notices required to be given under this Agreement shall be delivered as follows:

If to Fort Worth:

Michael A. Gange, Assistant Director
TPW – Environmental Management Division
City of Fort Worth
1000 Throckmorton
Fort Worth, Texas 76102

If to Participating City:

Chad Joyce

Community Development Director

1614 South Bowen Road

Pantego, TX 76013

OPERATIONAL CONTACTS

Participating City's Operational Contact Persons:

Designated person is: Chad Joyce telephone number: 817-617-3722
Mobile phone number (24-hour) where he or she can be reached: _____
Email Address: cjoyce@townofpantego.com

Alternate person is Joshua Brown telephone number: 817-617-3721
Mobile phone number (24-hour) where he or she can be reached: _____
Email Address: jbrown@townofpantego.com

VOUCHER UTILIZATION

The Participating City:

✓ DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.

_____ DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system will be used only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City. **A copy of the official voucher must be attached to this agreement.**

INVOICE DELIVERY

Invoices to Participating City shall be delivered to:

Chad Joyce
Name

Community Development
Department (if applicable)

1614 South Bowen Road
Street Address or PO Box

Pantego, TX 76013
City, State, ZIP

cjoyce@townofpantego.com
email address for billing questions and correspondence

Participating City shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

Remainder of this page intentionally left blank

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1.
DEFINITIONS

A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth TPW-Environmental Management Division facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

(a) Damages for personal injury and death, or injury to property or natural resources;

(b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and

(c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

(a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and

(b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the municipality which has entered into this agreement with the City of Fort Worth.

Participating Entities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation.

DOT - United States Department of Transportation.

ECC – Fort Worth Environmental Collection Center.

EPA - United States Environmental Protection Agency.

HAZCAT - hazardous categorization.

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith.

HM - hazardous materials.

HHW - household hazardous waste.

MCU - Mobile Collection Unit.

TCEQ – Texas Commission on Environmental Quality.

2.
PURPOSE

The purpose of this interlocal agreement (hereafter "Agreement") is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

3.
TERM

This Agreement shall be effective from October 1, 2013 or the date the last party has signed this Agreement, whichever is later, through September 30, 2014; however, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive. If Participating City has mobile collection events scheduled during the months of October through December 2014 and this Agreement has not been renewed by the end of the regular term, this agreement shall be extended on a month to month basis until the mobile collection events have been completed or cancelled by Participating City.

In addition, this agreement may be extended by the duly authorized, mutual, and written agreement of the parties for up to three (3) additional one-year terms..

4.
SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable.

B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.

C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.

D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.

E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.

F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.

G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.

H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for the 2014 calendar year on January 2, 2014. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein.

(b) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

(c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how much more waste it can accept for proper transport back

to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.

(d) Due to the lack of storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.

(e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.

2. Participating City Mobile Collection Unit:

(a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with the terms of this Agreement.

(b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A", attached and incorporated herein as if set forth.

3 <u>Loan of the Reserve Mobile Collection Unit</u>

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

(a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be preformed by Fort Worth. Also, both parties

will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.

(b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.

(c) Participating City shall be responsible for all property damage, personal injury or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.

(d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

5.
DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.

B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.

C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."

D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.

E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.

F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event, the parties shall agree upon the details of the traffic control, signage, and personnel assistance.

G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.

H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.

I. Mobile Collection Events using Participating City's MCU or Reserve MCU

1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.

2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.

3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.

4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.

5. The Participating City's MCU operators shall package all hazardous materials in accordance with United States Department of Transportation (DOT) requirements, United States Environmental Protection Agency (EPA) requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets,

and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.

6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.

7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.

8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.

9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.

10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

6.
USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.

B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said

environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.

C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

7.
REUSE OF COLLECTED MATERIALS

A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City and residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.

B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.

C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT**:

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.

D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.

E. **INDEMINIFICATION REGARDING REUSED OR RECYCLED MATERIALS.**

1. IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS, INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.

2. IF THE PARTICIPATING CITY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN THE PARTICIPATING CITY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. _____.

F. In regards to materials accepted by residents or businesses of Participating Cities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:

1. the container contents are what the label indicates;

2. the container contents are those originally placed into the container by the manufacturer;

3. the product is of the quality intended for its use;

4. the contents of the container have been stored properly;

5. the instructions on the container label for use, storage, and first aid are current or correct;

6. the container is in unimpaired condition;

7. the product is still approved for use (i.e., it has not been banned or recalled); and

8. the product can be used without risk to persons, property or the environment.

FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.

G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

8.
RIGHT TO REFUSE WASTE

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

A. The waste is not household hazardous waste;

B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;

C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;

D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or

E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

9.
ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS OF OPERATION

A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:
Thursday and Friday 11:00 a.m. -- 7:00 p.m.
Saturday 9:00 a.m. -- 3:00 p.m.

B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

Thanksgiving Holiday, Thursday and Friday, November 28-29, 2013
Independence Day, Friday, July 4, 2014

In addition to the above closures Fort Worth employees will not be available to conduct mobile collection events on May 24, 2014 and August 30, 2014 although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: (817) 871-5257.

10.
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

A. Participating City agrees to pay Fort Worth the sum of **$47.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.

B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at $20.00 an hour and the cost of supplies.

C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs for City staff time ($60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.

D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.

E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.

F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.
ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS LICENSE AGREEMENT

Fort Worth is the owner of **"Captain Crud"** and the Cruddies (**"Bloomer," "Otto," "Pestie, "Scrub,"** and **"Van Goo"**) and the recycling buddies (**"Scrappy," "Juggles,"** and **"Cana Nana"**) **"Conquer Your Crud,"** and **"Crud Cruiser"**, and therefore all ownership rights belong

to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.

B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.

C. If Participating City desires an actor to portray "Captain Crud" for an event, Participating City shall use actors approved by Fort Worth to portray "Captain Crud" since "Captain Crud" is owned by Fort Worth. Participating City shall be solely responsible for compensating actor for the services provided to Participating City. Participating City will contact Fort Worth as soon as possible with the date and time of the event agreeable to both parties to obtain approval for the chosen actor and to request and pickup the "Captain Crud" costume for its events. Fort Worth will provide the "Captain Crud" costume. However, Participating City agrees to be liable to Fort Worth for any damage to the costume or if Participating City fails to return the entire costume to Fort Worth or if the costume is not returned in the same condition as received.

12.
IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13.
FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14.
TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and "ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

15.
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

16.
SEVERABILITY

In the event anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

17.
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

18.
AUTHORITY

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

19.
AUTHORIZATION

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

SIGNATURE PAGE
INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S
ENVIRONMENTAL COLLECTION CENTER, HOUSEHOLD HAZARDOUS WASTE PROGRAM

CITY OF FORT WORTH

By:

_____
Fernando Costa
Assistant City Manager
Date: _____

APPROVED AS TO FORM
AND LEGALITY:

_____
Arthur N. Bashor
Assistant City Attorney

ATTEST:

_____
Mary J. Kayser
City Secretary

_____
Contract Authorization

_____
Date

TOWN OF PANTEGO

By:

_____
Printed name: Matthew Fielder
Title: City Manager
Date: _____

APPROVED AS TO FORM
AND LEGALITY:

_____
City Attorney / Assistant City Attorney

ATTEST:

_____
City Secretary

Exhibit "A"

RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT

Material	Amount Restocked	Special Needs	Remarks
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD HAZARDOUS WASTE

I being the owner of property located at _____ have been asked by the City of _____ to allow a mobile collection event on my property to collect household hazardous waste on the _____, 20___. I hereby give my permission to the City of _____ and the City of Fort Worth, to hold a household hazardous waste collection event on my property in which the City of _____ has asked the City of Fort Worth to send its mobile collection unit to collect the household hazardous waste that is brought to the event.

Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY the City of Fort Worth or its officers, agents, and employees and the City of _____ and its officers, agents, and/or employees for any and all claims, demands, liability, causes of action, actions or suits of any character that I may have against the City of Fort Worth or its officers, agents, and/or employees and the City of _____ or its officers, agents, and/or employees for any property loss or damage, for any and all personal injury including death or any other damage of any kind or character which may arises or that arises from allowing the City of _____ to hold a household hazardous waste collection event, in which the City of Fort Worth sends its mobile collection unit on my property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not been influenced in any extent whatsoever by any representation or statements not contained in this Agreement.

_____ _____

Signature Date

_____ _____

Witness Date

AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on a Resolution Denying the Rate Increase Requested by Atmos Energy Corp., Mid-Tex Division under the Company's 2014 Annual Rate Review Mechanism Filing in all Cities Exercising Original Jurisdiction.

Date: May 12, 2014

PRESENTER:

Matt, Fielder, City Manager

BACKGROUND:

The Town of Pantego is a member of the Atmos Corp. Steering Committee (ACSC). Atmos Energy filed an application to increase natural gas rates pursuant to the Rate Review Mechanism (RRM) tariff. The RRM tariff was adopted for an additional five years. This is the second RRM filing under the renewed tariff. The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. There is a letter from the ACSC attorney in Council's dropbox.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the approval of this ordinance at the Atmos Steering Committee's request.

ATTACHMENTS:

Model Staff Report
14-XXX Resolution Denying the Rate Increase

MODEL STAFF REPORT

The City, along with approximately 164 other cities served by Atmos Energy Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). On or about February 28, 2014, Atmos Mid-Tex filed with the City an application to increase natural gas rates pursuant to the Rate Review Mechanism ("RRM") tariff renewed by the City in 2013 as a continuation and refinement of the previous RRM rate review process. This is the second annual RRM filing under the renewed RRM tariff.

The Atmos Mid-Tex RRM filing sought a $45.7 million rate increase system-wide based on an alleged test-year cost of service revenue deficiency of $49 million. Of the total amount requested, almost $37 million is attributable to the affected cities. The City worked with ACSC to analyze the schedules and evidence offered by Atmos Mid-Tex to support its request to increase rates. Although a good faith attempt was made by ACSC to reach a compromise with Atmos Mid-Tex, an agreement was not reached. In the absence of an agreement, the ACSC Executive Committee and ACSC's legal counsel have recommended that ACSC members adopt the attached Resolution denying the rate increase request.

The RRM tariff was adopted by the City as an alternative to the Gas Reliability Infrastructure Program ("GRIP"), the statutory provision that allows Atmos to bypass the City's rate regulatory authority to increase its rates annually to recover capital investments. In past years, cities have been able to reach a compromise with Atmos to reduce the rate impact from the requested RRM increases, and these compromises have also been lower than the rates that Atmos would have been entitled to under the GRIP filing. In this case, the Company would have been entitled to an increase from GRIP of no more than $31.5 million. The magnitude of the requested increase under the 2014 RRM filing, and the wide differences between it and the ACSC consultants' recommendations made a compromise much more difficult and ultimately impossible. The Company demanded more than it would be entitled to if it had filed a GRIP case. For this reason, the ACSC Executive Committee and ACSC legal counsel recommend that all ACSC Cities adopt the Resolution denying the requested rate change.

RRM Background:

The RRM tariff was originally approved by ACSC Cities as part of the settlement agreement to resolve the Atmos Mid-Tex 2007 system-wide rate filing at the Railroad Commission. In early 2013, the City adopted a renewed RRM tariff for an additional five years. This is the second RRM filing under the renewed tariff. This filing was made by agreement less than one year after the first filing in order for the RRM rate-setting process to hereafter use a calendar year as the test period.

The RRM tariff and the process implementing that tariff were created collaboratively by ACSC and Atmos Mid-Tex as an alternative to the legislatively-authorized GRIP surcharge process. ACSC has opposed GRIP because it constitutes piecemeal ratemaking, does not allow any review of the reasonableness of Atmos' expenditures, and does not allow participation by cities or recovery of cities' rate case expenses. In contrast, the RRM process has allowed for a more comprehensive rate review and annual adjustment as a substitute for GRIP filings.

ACSC's consultants have calculated that had Atmos filed under the GRIP provisions, it would have received additional revenues from ratepayers of approximately $31.5 million.

Purpose of the Resolution:

Rates cannot change without the adoption of rate ordinances by cities. No related matter is pending at the Railroad Commission. The purpose of the Resolution is to deny the rate increase requested by Atmos. Under the RRM tariff, Atmos may appeal the rate decision of the cities to the Railroad Commission; such appeal must be filed within thirty (30) days of the City action.

The RRM tariff also allows Atmos to implement its requested rates effective June 1 while any appeal at the Commission is pending, subject to refunds based upon the outcome of the appeal. This would represent a monthly increase of approximately $2.02 for the average residential customer, subject to any refund if the Commission reduces the rates implemented by Atmos. The actual impact will be slightly less than $2.02 for most residential customers because the Company has indicated it will not appeal and thus concedes several of the issues raised by Cities. The Resolution also authorizes the City to participate as a party to the appeal in conjunction with the ACSC, and requires the Company to reimburse the City for its rate case expenses associated with the City's review of the RRM filing, and with the appeal of the City's denial of the rate increase.

Rate Impact of Appeal by Atmos Effective June 1:

The RRM tariff constrains the annual increase in the residential customer charge to no more than $0.50. The current $17.70 customer charge will be increased to $18.22 per month with the addition of an energy conservation program surcharge of $0.02. The current $17.70 customer charge for unincorporated area customers will become $20.32 per month because all of the increase associated with a GRIP filing, which is applicable to all customers not covered by a RRM tariff, is placed on the customer charge. However, the commodity charge for unincorporated residential service will be less than one-half of the commodity charge for residents of incorporated areas—$0.04172 per Ccf vs. $0.08998 per Ccf.

A comparison of rates and rate impact of what Atmos initially proposed in its RRM filing is reflected in the following chart:

Customer Class	Current Bill	New Bill	Difference	New Customer Charge	New Commodity Charge	Base Rate Increase
Residential	48.09	50.11	2.02	$ 18.22	$0.08998 Ccf	9.41%
Commercial	254.85	260.91	6.06	$ 38.85	$0.07678 Ccf	9.59%
Industrial	4,680.30	4,837.10	156.80	$675.00	declining block	9.70%
Transportation	2,836.84	2,993.64	156.80	$675.00	declining block	9.70%

However, Atmos has indicated that it will not appeal all issues raised by Cities and thus the impact should be slightly less than what is reflected in the above chart. A precise impact statement cannot be presented until after the Company's appeal is filed.

Reasons Justifying Approval of the Resolution:

Consultants working on behalf of ACSC Cities have investigated the Company's requested rate increase. While the evidence does not support the $45.7 million increase requested by the Company, ACSC's consultants agree that the Company can justify an increase in revenues of a much lesser amount—namely, an increase of only $19 million. The Executive Committee authorized a settlement value considerably above the consultants' recommendation but it was insufficient to meet the Company's expectation. The Company and ACSC Cities were too far apart in their positions to reach a compromise, and rather than granting a partial increase that the Company will not accept, the option remaining is to deny the rate increase request in its entirety, and participate in the Company's appeal of this decision at the Railroad Commission.

Explanation of "Be It Resolved" Paragraphs:

1. This paragraph approves all findings in the Resolution.

2. This section denies the requested rate increase, finds the proposed rates to be unreasonable and not in the public interest, and finds the existing rates to be just and reasonable.

3. This section requires the Company to reimburse ACSC Cities for reasonable ratemaking costs associated with reviewing and processing the RRM application.

4. This section authorizes participation by the City in conjunction with ACSC in any appeal filed by the Company at the Railroad Commission, and authorizes ACSC and its counsel to act on behalf of the City. This section also requires the Company to reimburse ACSC Cities for reasonable ratemaking costs associated with any appeal filed by the Company to the City's resolution.

5. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

6. This section is a savings clause, which provides that if any section(s) is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.

7. This paragraph directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

RESOLUTION NO. 14-XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS, DENYING THE RATE INCREASE REQUESTED BY ATMOS ENERGY CORP., MID-TEX DIVISION UNDER THE COMPANY'S 2014 ANNUAL RATE REVIEW MECHANISM FILING IN ALL CITIES EXERCISING ORIGINAL JURISDICTION; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES PERTAINING TO REVIEW OF THE RRM; AUTHORIZING THE TOWN'S PARTICIPATION WITH ATMOS CITIES STEERING COMMITTEE IN ANY APPEAL FILED AT THE RAILROAD COMMISSION OF TEXAS BY THE COMPANY; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES IN ANY SUCH APPEAL TO THE RAILROAD COMMISSION; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE STEERING COMMITTEE'S LEGAL COUNSEL.

WHEREAS, the Town of Pantego, Texas ("City") is a gas utility customer of Atmos Energy Corp., Mid-Tex Division ("Atmos Mid-Tex" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee ("ACSC"), a coalition of approximately 164 similarly situated cities served by Atmos Mid-Tex that have joined together to facilitate the review of and response to natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, pursuant to the terms of the agreement settling the Company's 2007 Statement of Intent to increase rates, ACSC Cities and the Company worked collaboratively to develop a Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process controlled in a three-year experiment by ACSC Cities as a substitute to the current Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature; and

WHEREAS, the Town took action in 2008 to approve a Settlement Agreement with Atmos Mid-Tex resolving the Company's 2007 rate case and authorizing the RRM tariff; and

WHEREAS, in 2013, ACSC and the Company negotiated a renewal of the RRM tariff process for an additional five years; and

WHEREAS, the City passed an ordinance renewing the RRM tariff process for the Town for an additional five years; and

WHEREAS, the RRM renewal tariff contemplates reimbursement of ACSC Cities' reasonable expenses associated with RRM applications; and

WHEREAS, on or about February 28, 2014, the Company filed with the Town its second annual RRM filing under the renewed RRM tariff, requesting to increase natural gas base rates by $45.7 million; and

WHEREAS, ACSC coordinated its review of Atmos Mid-Tex's RRM filing through its Executive Committee, assisted by ACSC attorneys and consultants, to investigate issues identified by ACSC in the Company's RRM filing; and

WHEREAS, ACSC attorneys and consultants have concluded that the Company is unable to justify a rate increase of the magnitude requested in the RRM filing; and

WHEREAS, ACSC's consultants determined the Company is only entitled to a $19 million increase, approximately 42% of the Company's request under the 2014 RRM filing; and

WHEREAS, the Company would only be entitled to approximately $31 million if it had a GRIP case; and

WHEREAS, the Company's levels of operating and maintenance expense have dramatically risen without sufficient justification; and

WHEREAS, the Company has awarded its executives and upper management increasing and unreasonable levels of incentives and bonuses, expenses which should be borne by shareholders who received a 23% total return on investment in 2013; and

WHEREAS, the Company requested a drastically high level of medical expense that is unreasonable and speculatively based upon estimates; and

WHEREAS, ACSC and the Company were unable to reach a compromise on the amount of additional revenues that the Company should recover under the 2014 RRM filing; and

WHEREAS, the ACSC Executive Committee, as well as ACSC's counsel and consultants, recommend that ACSC Cities deny the requested rate increase; and

WHEREAS, the Company's current rates are determined to be just, reasonable, and in the public interest.

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

Section 1: That the findings set forth in this Resolution are hereby in all things approved.

Section 2: That the Town Council finds that Atmos Mid-Tex was unable to justify the appropriateness or the need for the increased revenues requested in the 2014 RRM filing, and that existing rates for natural gas service provided by Atmos Mid-Tex are just and reasonable.

Section 3: That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC Cities in processing the Company's RRM application.

Section 4: That in the event the Company files an appeal of this denial of rate increase to the Railroad Commission of Texas, the Town is hereby authorized to intervene in such appeal, and shall participate in such appeal in conjunction with the ACSC membership. Further, in such event Atmos Mid-Tex shall reimburse the reasonable expenses of the ACSC Cities in participating in the appeal of this and other ACSC City rate actions resulting from the 2014 RRM filing.

Section 5: That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 6: That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 7: That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Manager of Rates and Regulatory Affairs, at Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Geoffrey Gay, General Counsel to

ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED AND APPROVED this the 12th day of May 2014, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of __ ayes, _ nays and __ abstentions.

_____
Melody Paradise, Mayor

ATTEST:

_____
Julie Arrington, City Secretary

APPROVED AS TO FORM:

_____
Jim Jeffrey, City Attorney

AGENDA BACKGROUND

AGENDA ITEM: Discuss and direct staff on the possible changes to the solicitation regulations.

Date: May 12, 2014

PRESENTER:

Tom Griffith, Chief of Public Safety

BACKGROUND:

The current ordinance was written in 1970 and is outdated. The Town has received several complaints from the residents regarding solicitations at the corner of Bowen and Park Row.

FISCAL IMPACT:

This will generate revenue in the amount of $10 for permit fees and $15 for background checks.

RECOMMENDATION:

None

ATTACHMENTS:

Memo from Chief Griffith
Draft Ordinance

PANTEGO

PUBLIC SAFETY

MEMO #: 000

To: Matt Fielder, City Manager

From: Chief Thomas Griffith

Subject: Solicitor's Permit Ordinance

Release Date: October 14, 2013

Effective:

In March 2013 I began the process of revising the Town's ordinance regarding solicitations. During the process it became apparent that the existing ordinance needed a complete revision. The process included reviewing the ordinances of Mansfield, Arlington and Dalworthington Gardens. The presented draft was compiled by our attorney Jim Jeffrey and is based upon both his and my recommendations and the recommendations of Council.

After initially presenting a draft ordinance to Council in October 2013, our attorney requested that we delay further efforts on an ordinance development due to litigation that he was involved with pertaining to a solicitations ordinance in another municipality. Recently the way has been cleared for us to continue with our ordinance development. The proposed new draft includes additional input from the City of Colleyville's ordinance.

Current Ordinance

The original ordinance is dated January 12, 1970 and is not comprehensive in nature; it does not address the regulation of retail sales, regulate the allowable time of day, or allow for solicitors to be present in a private residence by invitation. Our current ordinance does not regulate solicitations on a public right-of-way, which is an issue that has arisen recently within our jurisdiction. Our current ordinance primarily regulates charitable, educational, patriotic and philanthropic organizations through the issuance of a permit; all other business types are not regulated by our current ordinance. I have provided the current ordinance below with commentary following each section.

Sec. 4.03.001 Purpose and intent

The purpose of this article is regulatory so as to generally require registration and identification of persons soliciting or selling on behalf of charitable, educational, patriotic or philanthropic organizations, and, insofar as is reasonably possible by the method herein established, to protect the health, life, property and welfare of the citizens of the town against unwarranted and unreasonable solicitations and sales scheme promotions designed for profit primarily to the promoters; and secondarily, as to any such organization which may lend its name for such purpose, to lessen the possibility of unauthorized or unscrupulous persons overriding, over soliciting or overselling by coupling such solicitations and sales with such organizations; and to establish an agency to administer this article where members of the public may make inquiry concerning such solicitors.

Comments:

From the first purpose statement I recommend removing "health, life, property and," from the purpose statement. The protection of health, life, and property of the citizens are the primary responsibility of the Fire and Police departments through other ordinances that have established those organizations. I have lighted text to draw attention to the fact that this ordinance does not require a permit for retail solicitations; a point that will be brought forward again later in this memorandum.

In regards to the second purpose statement I do not have a recommendation as to construction of the language; however, I would comment that the method of determination of an "unscrupulous persons" is not provided for in the ordinance the determination of which would be a subjective decision upon the part of the permit issuer. This issue is addressed in more detail in Sec. 4.03.042, which will be discussed later in this memorandum.

The final section of the purpose statement requires that the Town, "establish an agency to administer this article where members of the public may make inquiry concerning such solicitors." To my knowledge no such agency or position has been assigned to any employee within the Town. The ordinance makes reference to a "town license officer" later in Sec. 4.03.003 and it will be discussed there as well. I recommend striking the language.

Sec. 4.03.002 Penalty

"Whenever in this code or in any ordinance of the town an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor or whenever in this code or such ordinance the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefore, the violation of any such provision of this code or any such ordinance shall be punished by a fine of not exceeding two hundred dollars ($200.00)."

Comments:

The penalty reference of $200.00 is not consistent with Sec. 1.01.009.(a) General penalty for violations of code; It is recommended that the penalty be changed to $500.00 to read consistently with Sec. 1.01.009.(b).

Sec. 4.03.003 License officer

"There is hereby created the position of town license officer, among whose duties shall be the administration of this article and its amendments, if any. Such officer will be appointed by resolution of the town council."

Comments:

This section provides for the creation of the position of "town license officer," which according to our research has not been assigned to any employee or agent of the Town. Additional research of our existing Code of Ordinances has failed to reveal any other reference to this position other than within this ordinance.

I would recommend striking this section entirely in order to make the ordinance read consistently with other existing ordinances that reference the issuance of permits; that function is essentially left open so that staff can administratively assign those duties as needed. However, I would request advice from Council or Council's attorney on the necessity of including language that specifically assigns responsibility for enforcement of this ordinance to a Town department or employee.

Sec 4.03.004 Misrepresentation

"It shall be unlawful for any person required by this article to have a permit, with or without a permit, or any other person soliciting for any purpose, to make any misrepresentation concerning his authority to solicit, or the manner or means to be used in disposing of the solicited property, or otherwise make any false or fraudulent representation while soliciting, or otherwise, in connection therewith."

Comments:

I have no recommendations on this section and will defer to Council for input.

Sec. 4.03.041 Required; exceptions

(a) It shall be unlawful for any person within the corporate limits of the town, or on any street, or in any office building, or by house-to-house canvass, or in any other public or private place, by telephone or personal solicitation, to solicit property or financial assistance of any kind for himself or on behalf of any person or organization, or to sell or offer to sell any article, tag, service, emblem, publication, ticket, advertisement, subscription, or anything of value or represented value, on the plea or the representation that such sale or solicitation, or the proceeds therefrom, is for a charitable, educational, patriotic or philanthropic purpose, unless such person shall have first been issued a permit by the town licensing officer, as provided by this article, and such permit has not expired or been suspended or revoked at the time of such solicitation.

Comments:

As you can understand from reading the highlighted language this ordinance requires the issuance of a permit to those who are soliciting for, "a charitable, educational, patriotic or philanthropic purpose." The ordinance does not require a permit for anyone soliciting for retail purposes. I recommend that language be included that prohibits solicitation for the purposes of retail sales.

Also, I would surmise that the current language may prohibit organizations such as the Girl Scouts from soliciting their seasonal cookies due to the fact that the Girl Scouts organization is listed as a 501 (c) (3) tax exempt organization. I am requesting guidance from Council on their desires in reference to this issue.

Subsection. 4.03.041 (b)

(b) Provided, however, that the provisions of this section shall not apply to:

(1) Any church, or other religious group, or to ministers, or agents thereof, soliciting funds for the support of such religious group; and

(2) Any established society, association or corporation that is organized and operated exclusively for educational, philanthropic, benevolent, fraternal, or charitable purposes, not operated for pecuniary profit, no part of the net earnings of which inures to the benefit of any person, private shareholder or individual, and where the solicitation of such organization shall be conducted among the members thereof by other members or officers thereof, voluntarily and without remuneration for such solicitation, or where such solicitation may be in the form of collections or contributions at the regular exercises or services of any society, lodge, benevolent order or fraternity or similar organization, or any branch thereof.

Comments:

I have no recommendation for this section as it is written and will defer to Council's input. I would recommend that it be made consistent with subsection (a) above.

Sec. 4.03.042 Administrative regulations; application

"The town licensing officer, as provided by this article, shall adopt such reasonable rules, regulations, and requirements as are necessary to make effective the purpose and intent of this article. Such regulations shall be effective only after approval by the town council. Such regulations shall include a requirement for written application for a permit to solicit, with disclosure of such information as is deemed necessary to carry out the intent and purpose of this article, which written application shall be sworn to by the applicant, or agent or representative thereof."

Comments:

I recommend striking the reference to licensing officer. Also, I am requesting advice from Council or Council's attorney on the legality of the types of identifying and other forms of information we can request from a person requesting a solicitor's permit. The reference to "disclosure of such information as is deemed necessary," is broad and subjective.

Sec. 4.03.043 Form and contents

Each permit issued hereunder shall be numbered and printed in black, except that the following shall be printed prominently thereon in red: "The issuance of this license is not an endorsement by the town, or any of its officers or employees, and expires _____, 19___."

Comments:

I recommend striking the reference to red printing and replacing it with the word, "boldly." Printing this language in red is an unnecessary step.

Sec. 4.03.044 Revocation

> (a) If, upon receipt of written information or upon his own investigation, the town license officer shall find that any agent or representative of the permittee is misrepresenting or making untrue statements with regard to the solicitations, or has made untrue statements in the application, or that in any other way the solicitation has been conducted or is being conducted in a manner inimical to the protection of the health, life, and property of the citizens of the town and not in conformity with the intent and purpose of this article, or representing in any way that any permit granted hereunder is an endorsement of such solicitation, then it shall be the duty of the town license officer to suspend said permit; provided, however, that before any permit is suspended said officer shall give the permittee twenty-four (24) hours' notice in writing that a hearing is to be had, and that at said hearing the officer shall ascertain the facts, and if any reasons above set forth for revoking the permit are found to exist the permit shall be revoked.

Comments:

I recommend striking references to, "officer" and inserting "town."

(b) If the town license officer shall find that any person, organization, society, association or corporation, or agent, member or representative thereof, is soliciting funds in the town without a permit, or after his or its permit has been suspended or revoked, or that any person, organization, society, association or corporation, or any agent, member or representative thereof, holding a permit is soliciting funds in the town, and making false or fraudulent representations, or otherwise violating this article, and shall further find that such person, organization, society, association or corporation, or any agent, member or representative thereof, is soliciting funds by means of a telephone or telephones, he shall forthwith notify the public service corporation or other persons furnishing such telephone service to cease and desist furnishing the same. Such corporation or person so notified shall forthwith cease furnishing the service to the person violating this article until notified by the town license officer that the violations have ceased.

Comments:

I have highlighted language and request advice from Council's attorney on the legality of this section, which references the discontinuance of an organization's or person's phone service. I question whether or not the Town has the authority to discontinue the private phone service of a person or organization without a court order. In the absence of any modification that would provide for enforcement of telephone solicitations I would recommend striking this section.

(c) The town license officer shall have full power to investigate and enforce compliance with this article. In conducting such investigations, the town license officer shall have the authority to notify any soliciting person in the town to appear before him and make oath to any matter pertinent to such investigation, and the failure of any person so notified to appear or fail or refuse to make oath fully respecting any matter pertinent to the investigation shall constitute a violation of this article.

Comments:

I recommend removing reference to "license officer" and adding "the permitting authority."

Sec. 4.03.045 Appeals

"An appeal from any act of the town license officer granting, refusing, or revoking any permit may be taken to the town council within ten (10) days."

Comments:

I recommend removing the reference to "license officer."

<u>Revised Ordinance Recommendation</u>

After receiving comments from Council at the April 28, 2014 meeting the following revised draft has been provided by our attorney; it is a combination of the above draft recommendations and recommendations from our attorney based upon the Colleyville ordinance.

ARTICLE 4.03 VENDORS & SOLICITORS

Division 1. Generally

Sec. 4.03.001 Definitions

When used in this chapter, the following words and terms, unless the context indicates a different meaning, shall be interpreted as follows:

Charitable purpose shall mean philanthropic, religious, or other nonprofit objectives, including the benefit of poor, needy, sick, refugee, or handicapped persons; the benefit of any church or religious society, sect, group, or order; the benefit of a patriotic or veterans' association or organization; the benefit of any fraternal, social, or civic organization, or the benefit of any educational institution. "Charitable purpose" shall not be construed to include any direct benefit to the individual making the home solicitation, to include the benefit of any political group, or political organization, which is subject to financial disclosure under state or federal law.

Commercial home solicitation or soliciting means the solicitation at a residence through the attempt or act of asking, bartering, or communicating in any manner for the purpose of selling or offering to sell goods, services, or realty for a for-profit purpose, which includes promoting, advertising, receiving or obtaining money, gifts or items of value for said individual or group of individuals, or for-profit organization, club, company, corporation.

Commercial home distribution or distribute means the door-to-door distribution or distribution in a public place of advertisements or handbills (other than through the United States mail).

Dusk means thirty (30) minutes after sunset.

Handbill means and includes any printed or written matter, any sample or device, circular, leaflet, pamphlet, paper, booklet, or any other printed or otherwise reproduced original, or copies of any matter or literature.

Handbill distributor means and includes any person engaging or engaged in the business for hire or gain of distributing handbills, other than newspapers distributed to subscribers thereof, and any person receiving compensation directly or indirectly for the distribution of such handbills.

Handbill sponsor means and includes any person, firm, or corporation who utilizes handbills as a medium of advertising or spreading a message.

Merchandise: Is used in its broadest sense and shall include property of every kind.

~~**Minor**: An individual under 18 years of age.~~

Public right-of-way for the purposes of this ordinance shall mean a legally established area or strip of land, either public or private, on which an irrevocable rite of passage has been recorded, and which is occupied, or intended to be occupied, by a street, sidewalk, utility service, water main, sanitary or storm sewer main, or other similar use. Right-of-way also includes the travel portion of the roadway and all traffic medians.

Solicitation or **soliciting** means the solicitation at a residence or in a public place through the attempt or act of asking, bartering, or communicating in any manner for the purpose of selling or offering to sell goods, services, or realty for any purpose, which includes promoting, advertising, receiving or obtaining money, gifts or items of value for said individual or group of individuals, or organization, club, company, corporation.

Services: Is used in its broadest sense and shall include any work done for the benefit of another person.

Sec. 4.03.002 Purpose and intent

This entire article is and shall be deemed to be an exercise of the police power of the state and of the Town for the public safety, comfort, convenience, and protection of the Town and health, life and property of its citizens, and each provision contained herein shall be construed for the accomplishment of that purpose.

Sec. 4.03.003 Entry of solicitor or handbill distributor without invitation or without permit

(a) It shall be unlawful for any solicitor, salesman, peddler, vendor, merchant, of any sort to go in or upon the premises of a private residence in the town for the purpose of engaging in commercial home soliciting, commercial home distribution, soliciting, peddling, selling, or merchandising of any type of goods, wares, merchandise, personal property, real property, or services unless the person shall have permission of the owner to enter the premises or has first obtained a permit.

(b) It shall be unlawful for any handbill distributor of any sort to go in or upon the premises of a private residence in the town for the purpose of soliciting, peddling, selling, merchandising, or distributing handbills of any type pertaining to goods, wares, merchandise, personal property, real property, or services unless the person shall have permission of the owner to enter the premises or has first obtained a permit.

Sec. 4.03.004 Exemptions to permitting requirements

(a) The provisions of this article shall not be applicable to salespersons calling upon or dealing with manufacturers, wholesalers, distributors, brokers, or retailers at their places of business, and in the usual course of their business, nor shall they be applicable to sales made under authority and by order of law.

(b) The following shall be exempt from the permitting requirements of this article:

1. Charitable purpose.

2. Religious organizations exclusively for the distribution of literature and other items for the purpose of proselytizing, provided that no fees are charged, and no donations are solicited;

3. Anonymous political speech;

4. The provisions of this ordinance shall not apply to sales made under authority and by order of law, nor to persons, or their authorized representatives, who have previously established with the owners or occupants of such private residences or property a regular business, trade, service, or other contractual relationship;

5. Any operation, which is exempted by state or federal statute from this ordinance, is exempt only to the extent of such applicable exemption;

(c) Any person claiming to be legally exempt from the provisions of this ordinance, including the payment of the permit, or investigation fee, shall make such a claim in writing to the chief of police, citing the applicable statute or authority, and providing proof of its applicability.

Sec. 4.03.005 Refusal to leave upon request

It shall be unlawful for any for any solicitor, salesman, peddler, vendor, merchant or transient engaged in any of the activities named in section 4.03.003 hereof to refuse willfully to leave the premises after the owner, occupant or his/her agent has requested such person to leave.

Sec. 4.03.006 Penalty

The violation of any provision of this article shall constitute an offense, and upon conviction the fine shall not exceed five hundred and no/100 dollars ($500.00). Each day that the condition herein prohibited may continue to exist shall constitute a separate offense. (Article 1.01.009 General penalty for violations of code; continuing violations)

Sec. 4.03.007 Days and times for soliciting or distributing at a private residence

It shall be unlawful to solicit, peddle, or distribute or engage in activity described in Section 4.03.03 on residential property prior to 9:00 a.m. or after dusk of any day Monday through Saturday, or any time on Sunday or any other federally designated holiday. This section shall not apply to a visit to the premises as a result of a request or invitation made by the occupant, invitation of the owner of the property, or a person residing on the premises.

Secs. 4.03.008-020 Reserved

Division 2. Permit

Sec. 4.03.021 Application for permit

Any person desiring to engage in any of the activities named in section 4.03.003 hereof shall file a written application with the Chief of Police, verified by affidavit as to the truthfulness of its contents, and containing the following information:

(a) Names, residence and post office addresses, and telephone number of the applicant, and, if the applicant is not a permanent resident of the city, the applicant's permanent residence and post office addresses, and telephone number. If the applicant is a handbill distributor, then the handbill sponsor shall be fully identified in the permit application by providing the information specified in subparts a through l inclusive of this section for the handbill sponsor.

(b) A specific description of the occupation in which the applicant desires to engage and for which the permit is desired.

(c) A full and complete description of the merchandise or services which the applicant desires to sell or merchandise or market.

(d) Whether the applicant, upon any sale or order, shall demand, accept, or receive payment or deposit of money in advance of final delivery or rendition of the merchandise or services sold.

(e) The source of supply, location and proposed method of delivery of the merchandise or services to be sold.

~~(f) Names, residence and post office addresses, and telephone numbers of three individuals as character and business references with whom the city shall be requested to communicate with said reference to any information it may desire regarding the applicant.~~

(f) Whether or not the applicant has engaged in any of the activities named in section 4.03.003 in other communities and, if so, the names of the last three such communities and the dates of the applicant's activities in such communities.

(g) If the applicant is an individual, the applicant's age, sex, height, weight, complexion, color of hair, color of eyes and fingerprints.

(h) If the applicant is an individual, a full and complete statement of the applicant's criminal record, if any, including a detailed account of all arrests (whether convicted or not), offenses committed, convictions, sentences received, time served, paroles or pardons received, and the date, place, and jurisdiction relating to each such item.

(i) If the applicant is an individual, there shall be attached to the application a recent photographic likeness of the applicant, which reasonably depicts the current appearance of the applicant.

(j) If the applicant is an agent of another, the name, address, and telephone number of the applicant's principal, and credentials which were issued by the principal to the applicant and which set forth the extent of the applicant's authority to act for and bind the principal shall be attached to the application.

(k) If the applicant is a partnership, association, or joint venture, the full names, addresses and telephone numbers of all partners, associates, or joint ventures.

(l) If the applicant is a corporation, the state of incorporation, the principal place of business, the names, addresses and telephone numbers of its officers, and, if a foreign corporation, whether it has a permit to do business in the State of Texas.

~~Sec. 4.03.022 Bond requirements~~

~~(a) At the time the application is filed, the applicant shall also file with the Chief of Police a bond in the penal sum of one thousand and no/100 dollars ($1,000.00), signed by the applicant as principal and by a corporate surety company authorized to do business in the state as surety, conditioned upon the final delivery or performance of the merchandise or prior to delivery or performance, and also conditioned to indemnify any and all purchasers for any and all defects in material or workmanship that may exist in the merchandise sold or the services performed by the principal at the time of delivery or performance, or that may be discovered within thirty days after delivery or performance. Such bond shall be for the use and benefit of all persons that may make any purchase, give any order, or enter into any contact with the principal on such bond or the principal's agent. The surety may terminate its liability under such bond by giving ten days' written notice to the town secretary, after which time the surety will not be liable for any subsequent act of the principal. There shall be attached to the bond a certified copy of the surety company's resolution authorizing the person signing for the surety company to act as its attorney in fact.~~

~~(b) In the event the applicant is an acknowledged agent of a permittee hereunder who has on file with the Chief of Police a blanket bond, conditioned as provided in section (a), and covering the activities of all of such permittee's agents, no additional bond shall be required so long as the applicant acts solely as~~

~~the agent of such permittee. Acknowledgement of such agent shall be made in writing by such permittee and mailed directly to the town secretary.~~

Sec. 4.03.022 Fees and charges

(a) At the same time the application is filed with the Chief of Police, the applicant shall pay to the town a fee in the sum of $10, as prescribed in the fee schedule of this code, which fee shall be compensation to the town for the services herein required of it and to enable the town to partially defray the expenses of investigation, surveillance, and the enforcement of the provisions of this article. If the applicant is a corporation, partnership, association, joint venture or individual having more than one agent engaging in any of the activities named in Sec 4.03.003 of this article on behalf of the applicant, a fee of $10 shall be charged for the first such agent and a fee of $5 per agent shall be required for each agent of the applicant in excess of the first.

(b) In addition to all permit fees, each applicant for any type of permit in this ordinance shall pay a non-refundable fee of $15.00 to cover the cost of conducting a criminal background check on the applicant(s). It shall be the duty of the chief of police, or his designee, to investigate each applicant for a permit under this ordinance, before issuance of such a permit based on a review of the applicant's background.

(c) The permit fees shall not be required of charitable solicitations, or individuals who file a statement with the Police Department indicating their indigent status

Sec. 4.03.023 Issuance

Within ten days after an applicant has fully complied with the provisions of sections 4.03.021 and ~~through~~ 4.03.022, ~~both inclusive,~~ the Chief of Police shall issue to the applicant a permit to engage in the activities named in section 4.03.003 for a period of one year from the date of issuance. Provided, however, no permit shall be issued to an applicant whose application contains one or more statements or answers which are incorrect or false in whole or in part, nor shall a permit be issued to any applicant who has been convicted of a crime involving moral turpitude, or violent crime, or crime against property, or crime involving trespass or burglary and who is under any court imposed supervision, probation, or parole for such conviction, or who is under a term of deferred adjudication for such a crime.

Sec. 4.03.024 Form and contents

Each permit issued hereunder shall be numbered and printed in black, except that the following shall be printed prominently thereon ~~in red~~: "The issuance of this license is not an endorsement by the town, or any of its officers or employees, and expires "(Month & Day), (Year)."

Sec. 4.03.025 Display

When engaged in door-to-door selling, the permit required by this article shall be carried by the salesperson and shall upon request be submitted to any police officer or citizen for examination. Otherwise, such permit shall be prominently displayed upon the premises or place where the business authorized thereunder is being carried on or conducted.

Sec. 4.03.026 Transfer

The permit provided for in this article shall not be transferable, nor shall it give authority to anyone other than the permitee named thereon, to engage in the activities named in section 4.03.003 hereof.

Secs. 4.03.027–4.03.039 Reserved

Division 3. Refusal, Suspension, Revocation and Appeals

Sec. 4.03.040 Suspension & revocation of permit

(a) ~~Any permit issued under the provisions of this article shall be subject to suspension when the surety terminates its liability on the permitee's bond, or the principal's bond if the permittee is the agent of another, or upon expiration of the permittee's bond or the principal's bond if the permittee is the agent of another, and such permit shall be reinstated only upon the filing with the Chief of Police of a new bond meeting the requirements of section 4.03.022 hereof.~~ The Chief of Police may ~~also~~ suspend for a period not exceeding six months the permit of any holder who is convicted in the municipal court of a violation of any provision of this article. Suspension of any such permit, for whatever cause, shall automatically suspend the permit of all agents of such permittee. During the effective term of any such period of suspension it shall be unlawful for the holder to engage in any of the activities named in section 4.03.003 hereof.

(b) Any permit issued under the provisions of this article shall be subject to revocation upon the holder's conviction of a crime involving moral turpitude. The Police Chief may also revoke and cancel the permit of any holder who is convicted in the municipal court of two or more violations of any one or more provisions of this article within any twelve-month period, or whose agents are convicted in the municipal court of two or more violations of any one or more provisions of this article within any twelve-month period, and the Police Chief may provide that no permit shall thereafter be issued to such holder. Revocation of any permit, for whatever cause, shall automatically revoke the permit of all agents of such permittee.

(c) The Police Chief or his designee shall have full power to investigate and enforce compliance with this article. In conducting such investigations, the Police Chief or his designee shall have the authority to notify any soliciting person in the town to appear before him and make oath to any matter pertinent to such investigation, and the failure of any person so notified to appear or fail or refuse to make oath fully respecting any matter pertinent to the investigation shall constitute a violation of this article.

(d) Before suspension or revocation of any permit is effective, the Police Chief or his designee shall give the permittee twenty-four (24) hours' notice in writing that a hearing is to be conducted by the City Manager sitting as a hearing officer, and that at said hearing the City Manager shall ascertain the facts, and if any reason set forth for suspending or revoking the permit is found to exist, the permit shall be suspended or revoked.

Sec. 4.03.041 Appeal of granting or refusal of permit

Within 10 days from any act of the Police Chief or his designee granting or refusing any permit an appeal may be taken pursuant to Code of Ordinances Town of Pantego, Texas Article 1.08 Administrative Grievance Procedure.

Sec. 4.03.042 Appeal of suspension or revocation of permit

(a) Within 10 days of the effective date of the suspension or revocation of any permit an appeal may be taken to the Board of Development Appeals which shall sit as the appeal board pursuant to Code of Ordinances Town of Pantego, Texas Article 1.05 Division 4.

(b) Four members of the board shall constitute a quorum. In deciding an appeal, the affirmative votes of the majority present are required, but not less than three affirmative votes, shall be required. No board

member shall act in a case in which he has a personal interest. The board shall in every case reach a decision without unreasonable or unnecessary delay.

(c) An appeal pursuant to this section 4.03.042 of the suspension or revocation of a permit stays the action appealed from unless the Police Chief certifies in writing to the board facts supporting the Police Chief's opinion that a stay would cause imminent peril to life or property. In that case, the suspension or revocation shall not be stayed except by a restraining order, which may be granted by the board or by a court after notice to the Police Chief if due cause is shown.

(d) Every decision of the board shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. The decision shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the City Secretary, and shall be open to the public for inspection. A certified copy of the decision shall be sent by mail or otherwise to the appellant and a copy shall be publicly posted in the office of the City Secretary for two weeks after the filing thereof.

Division 4. Soliciting or Distributing in rights of way or streets

Sec. 4.03.060 Soliciting in roadway or public right-of-way

(a) A person may not stand in a roadway or public right-of-way to engage in soliciting or engage in handbill distributing or to solicit a ride, contribution, employment, or business from an occupant of a vehicle or from another pedestrian in the roadway.

(b) A person may not stand on or near a highway or roadway or public right-of-way to solicit the watching or guarding of a vehicle parked or to be parked on the highway, roadway or public right-of-way.

Sec. 4.03.061 Soliciting by a town employee

(a) As required by Texas Transportation Code Section 552.0071, the town shall grant authorization for a person to stand in a roadway to solicit a charitable contribution if the persons to be engaged in the solicitation are employees or agents of the town, and the requirements of Texas Transportation Code Section 552.0071 as set forth below in subsection b of this section, are met by such a person.

(b) A person seeking authorization under this section shall file a written application with the local authority not later than the 11th day before the date the solicitation is to begin. The application must include:

(1) the date or dates and times when the solicitation is to occur;

(2) each location at which solicitation is to occur; and

(3) the number of solicitors to be involved in solicitation at each location.

~~(c) This section does not prohibit a local authority from requiring a permit or the payment of reasonable~~

~~fees to the local authority.~~

(c) The applicant shall also furnish to the town advance proof of liability insurance in the amount of at least $1 million to cover damages that may arise from the solicitation. The insurance must provide coverage against claims against the applicant and claims against the town.

(e) The town, by acting under Texas Transportation Code Section 552.0071 or this section, does not waive or limit any immunity from liability applicable under law to the town. The issuance of an authorization under this section and the conducting of the solicitation authorized is a governmental function of the town.

Summary

The current ordinance was adopted on January 12, 1970 and does not adequately address the primary concerns about solicitors within the Town nor does it provide adequate remedy to handle potential problems. The proposed revision addresses the primary concerns including retail solicitations, time of day, solicitors in Town rights-of-way, refusal to leave premises, the permitting process and fees for permits. I recommend passage of the ordinance as proposed.

AGENDA BACKGROUND

AGENDA ITEM: Discuss and direct staff on the possibility of relocating overhead utilities that are in conflict with the Park Row Project.

DATE: May 12, 2014

PRESENTER:

Chad Joyce, Community Development Director

BACKGROUND:

This is to revisit the item originally presented in March 2014. Steve Elliott, CMA Architects, will be present to answer questions and discuss the item.

Staff and CMA Architects have met twice with the local utility companies to discuss possible solutions for ensuring that there are no conflicts between the existing utility infrastructure and proposed Park Row Project infrastructure. At a minimum, some of the overhead lines will need to be raised to allow clearance for the new light poles. Council may want to relocate some of the existing poles for the overhead lines in order to allow for the new sidewalks to be as functional and aesthetically pleasing as possible. No funds were included in the original budget to raise or relocate utilities. Funds may be required to investigate the best solutions for mitigating the conflicts with existing utilities, and will definitely be required to mitigate those conflicts. Plans have been included to represent where existing utility and light poles are located, as well as the proposed locations of new lighting. These plans will be uploaded onto Dropbox as soon they are received from CMA Architects.
The purpose of this agenda item is to make Town Council aware of these conflicts and to ask for discussion and guidance on the following points:

1) Do we want to pursue expending funds to the utility companies in order to investigate possible conflict solutions?
2) Do we want to limit the scope of those investigations to conflicts with the new infrastructure, or also investigate aesthetic conflicts?
3) Should we consider increasing the budget and/or decreasing the scope of the project in order to address the conflicts?

Lastly, the existing traffic signal poles where the project intersects at Bowen Road and at Milby Street are located such that they will be in the middle of the accessibility ramps when the project is complete. The conflict of these poles should not make the ramps illegal from a functional standpoint, but will look cluttered and congested as they set. The costs associated with replacing these poles are projected at over $100,000 per intersection. Once again, these funds were not included in the initial budget, but should be considered.

ATTACHMENTS:

Park Row Project Plans

Director's Review: _____
City Manager's Review: _____

AGENDA BACKGROUND

AGENDA ITEM: Discuss and direct staff on possible changes to Chapter 12 "Traffic and Vehicles", Article 12.05 "Parking, Stopping and Standing", Section 12.05.002 "General Restrictions", Subsection (b) "Parking on Private Property".

DATE: May 12, 2014

PRESENTER:

Chad Joyce, Community Development Director

BACKGROUND:

Staff has made revisions to the existing requirements for private property parking as discussed in the last Town Council meeting. The following is a list of changes proposed based on those discussions:

1. Vehicles over twenty-five feet (25') will continue to be restricted.
2. Vehicles should be restricted from being parked too close to the street. The typical building setback in residential areas is twenty-five feet (25'). That would typically be a total of thirty-five feet (35') behind the curbline, if a ten foot (10') right-of-way is included. Staff has proposed thirty feet (30').
3. The term "screened from view" has been removed. Setback requirements (like those of an accessory building) have been proposed, so that taller vehicles must be setback from the property lines of neighbors.
4. The requirement of twenty-four (24) hours for loading/unloading has been extended to seventy-two (72) hours for loading/unloading/servicing.
5. A permit is proposed that will allow the extension of time to thirty (30) days for servicing of vehicles.

FISCAL IMPACT

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

Redline of existing Section 12.05.002 "General Restrictions"

Director's Review: _____
City Manager's Review: _____

Sec. 12.05.002 General restrictions

(a) Parking on public property. Except as otherwise provided in this section, it shall be unlawful and a violation for any person to cause, suffer, maintain or allow any vehicle:

(1) To be parked on any surface other than an all-weather parking surface;

(2) To be double parked at any point on the streets or alleys of the town;

(3) To be stopped or parked upon or adjacent to a public street or alley so that any portion of the vehicle, including but not limited to any objects carried in or upon said vehicle, protrude into the main-traveled portion of said street or alley;

(4) To be parked on any street or alley in the town for a period of time longer than twenty-four (24) hours, or the time period stated on signs posted by authority of this article;

(5) To stop, stand or park at any time upon any public street, alleyway, other public place or fire lane when signs are erected or curbs painted giving notice that stopping, standing, or parking is prohibited;

(6) To be parked upon any public street, alley, or public property of any nature whatever in the town for the purpose of:

(A) Washing, greasing, cleaning, polishing, waxing, changing oil, or repairing such vehicle, except repairs necessitated by an emergency; or

(B) Selling or exhibiting property of any nature;

(7) To be parked on any median strip in the town;

(8) To be parked within three (3) feet of the curved portion of any driveway without the effective consent of the owner of the property on which the driveway is located;

(9) To be parked in a driveway and extend beyond the inside boundary of the public sidewalk, where present, or where the public sidewalk would normally be located, except as permitted hereinafter.

(A) Any vehicle may be parked extending onto the sidewalk while actively loading or unloading for a maximum period of twenty-four (24) hours not more than two (2) times on nonconsecutive days in any calendar week (Sunday through Saturday).

(b) Parking on private property.

(1) Single-family residential, duplex and townhomes.

(A) Automobiles, motorcycles, trucks, and vans, which have a carrying capacity of two thousand (2,000) pounds or less:

(i) May be parked on any front, side or rear yard when such vehicle is parked upon an all-weather parking surface; or

(ii) May be parked on any front, side or rear yard on any surface when such vehicle is screened from view from any public way or from any private property by a screening fence.

(B) Motorhomes, campers, boats and trailers which have a length of less than twenty-five (25) feet:

(i) Shall not be parked ~~in the front yard~~closer than thirty feet (30') from any street curbline;

(ii) May be parked on any side or rear yard when such vehicle is parked upon an all-weather surface and must be set back from any side or rear property line one foot (1') horizontally for every one foot (1') vertically that the vehicle height exceeds six feet (6'). ~~and screened from view from any public way or from private property by a screening fence which complies with the town's standards for fences.~~

(C) All other vehicles are prohibited in these areas, except that vehicles may be parked in these districts:

(i) when ~~actively~~ loading, ~~or~~ unloading or servicing for a maximum period of ~~twenty-four (24)~~ seventy-two (72) hours not more than two (2) times on nonconsecutive days in any two week period~~calendar week (Sunday through Saturday)~~.

(ii) when granted a permit by the Town for the reason of servicing the vehicle. The permit will be good for thirty (30) days and only one (1) permit will be allowed per calendar year.

Formatted: Indent: Left: 1.5"

(Ordinance 11-664, sec. 2, adopted 10/24/11)

(D) Certain single-family residential properties are exempt from the requirements for parking on an all-weather surface as follows:

(i) If such a single-family residential property has an unpaved but clearly defined and identifiable driveway that has been in continuous use beginning prior to January 1, 2002, then such a driveway in the front, rear or side yard of such a property may continue to be used for parking of vehicles despite any other requirement in subsections (A)(i) and (B)(ii) above for an all-weather surface.

(ii) In the event such a single-family residential structure with an unpaved driveway as described in the preceding subsection (D)(i) is repaired, remodeled, rebuilt, modified, or an addition to the structure takes place and the value of such work is 25% or more of the county appraisal district's valuation of the structure for ad valorem tax purposes, then the exemption allowing parking on such an unpaved driveway is no longer applicable.

(Ordinance 12-675 adopted 2/27/12)

(2) Commercial and multifamily residential.

(A) It is prohibited to park or allow to be parked any vehicle on any surface that is not an all-weather surface without prior permission from the town.

(c) Vehicle for sale parked in unauthorized location declared a public nuisance. A vehicle for sale, when parked in an unauthorized location where it is visible from a public place or public right-of-way produces urban blight which is adverse to the maintenance and continuing development of the town, and such vehicles for sale are therefore declared to be a public nuisance.

(1) Offense.

(A) A person commits an offense when the person maintains a public nuisance:

(i) By parking the vehicle for sale at the unauthorized location; or

(ii) By having ownership, care, custody or control of the unauthorized location where the vehicle for sale is parked.

(B) An offense under this section is a misdemeanor punishable by a fine not to exceed five hundred dollars ($500.00).

(C) The court shall order abatement and removal of the nuisance on conviction.

(D) In a prosecution under this section, it is presumed that the registered owner of the vehicle for sale is the person who parked the vehicle for sale at the time and place the offense occurred.

(2) Exemptions. The provisions of this section do not apply to a vehicle for sale parked in a lawful manner in the course of its normal use as a means of transportation:

(A) Upon the premises of or immediately adjacent to a single-family residence if the vehicle is registered to, owned or operated by the owner or legal occupant of the single-family residence;

(B) In a permitted parking space at a multifamily housing facility if the vehicle is registered to, owned by or operated by the owner or legal occupant of a unit in the multifamily housing facility; or

(C) In the parking area of a commercial establishment or place of business when the driver is then and there employed and working or is then and there transacting business at the establishment or business.

(Ordinance 11-664, sec. 2, adopted 10/24/11)