



Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

August 11, 2014

COUNCIL MEMBERS:

Fred Adair
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 Personnel Vacancies
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 July 14, 2014
 - Town Council minutes from July 28, 2014Acceptance of Minutes of Boards and Commissions:
 - P & Z minutes from July 7, 2014
 - CRB Minutes from June 3, 2014

REGULAR SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

INVOCATION BY: Chad Joyce, Community Development Director

PLEDGE OF ALLEGIANCE

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

HONORS/RECOGNITIONS/RECEPTION

- Recognition of Police Officer Christine Hubbell in her recent graduation from the Police Academy
- Recognition of Fire Fighter Blake Slater for his promotion to Lieutenant
- Oath of Office for Fire Fighter Lance Westman
- Oath of Office for Fire Fighter Ben Ogletree
- Oath of Office for Fire Fighter David Nock

Honors and Recognitions will be followed by a brief 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.

PUBLIC HEARING

5. Public Hearing, discuss, direct, and consider action on a recommendation from the Planning & Zoning Commission regarding Zoning Case Z-203, a proposed renewal of the Special Use Permit as requested by Ann Farrell (Annie's Freeze) to continue use of a snow cone stand business located at 2304 West Park Row Drive, Tract 1A3, 1A3A, 1A3B, 1A5, 1A5B, and 1A5C of the William J Barry Survey, Pantego, Tarrant County, Texas. The Property is generally located on the south side of West Park Row Drive between South Bowen Road and Milby Road.

RESOLUTIONS

6. Discuss, direct, and consider action on a Resolution of the Town of Pantego Authorizing the City Manager to enter into a Capital Lease Agreement with Frost Bank for the Financing of one Police vehicle, one Court Vehicle, and one Community Development vehicle.

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

7. Discuss, review, and consider action on setting the dates for the vote on the proposed 2014 Ad Valorem Tax Rate and the 2014/2015 Fiscal Year Budget to be acted upon during the regular scheduled Town Council Agenda of September 8, 2014 and September 22, 2014 and to schedule two Public Hearings for the 2014 Ad Valorem Tax Rate and the 2014/2015 Fiscal Year Budget for August 25, 2014 at 7:30 p.m. and September 2, 2014 at 6:30 p.m.
8. Discuss and review the 2014 Ad Valorem Certified Tax Roll from the Tarrant county Appraisal District.
9. Discuss and review the Certified Anticipated Collection Rate for the Tax Year 2014 from the Tarrant County Tax Assessor Collector.

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

10. Discuss, direct staff, and consider action on an update from the City Manager regarding Pantego Fest 2014.

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.
 2. Pursuant to Government Code Section 551.072, to discuss the purchase, exchange, lease, or value of real property – Mineral Rights.
 3. Pursuant to Government Code Section 551.074, to discuss and to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee – six month evaluation of the City Manager.

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.

BUDGET WORK SESSION

11. Discuss and Review the Budget for the Fiscal Year 2014-2015.

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 on the following date and time: Friday, August 8, 2014 at 5:00 p.m., and remained so posted at least 72 hours before said meeting commenced.



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: August 11, 2014

Personnel Vacancies

The Town currently has one vacancy for a Dispatcher and one for a Public Works Maintenance Worker.



AGENDA BACKGROUND

AGENDA ITEM: Monthly Staff Reports

Date: August 11, 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

Director's Review: *JCA*
City Manager's Review: MDF



**Town of Pantego
Monthly Investment Report
As of July 31, 2014**

Book Value of Pool Account, July 1, 2014 \$ 5,824,864

Security	Purchase Date	Par	Maturity Date	Yield	Price
Texpool	7/1/2014	\$ 4,917,555	7/31/2014	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	\$ 4,917,555	\$ 4,917,801	\$ (43,851)	\$ 4,873,755	\$ 4,873,950
Certificate of Deposits	907,309	907,309	0.00	907,309	907,309
Total	\$ 5,824,864	\$ 5,825,110	\$ (43,851)	\$ 5,781,064	\$ 5,781,259

**Pantego Economic Development Corp.
Monthly Investment Report
As of July 31, 2014**

Book Value of Pool Account, July 1, 2014 \$ 276,610

Security	Purchase Date	Par	Maturity Date	Yield	Price
Texpool	7/1/2014	\$ 276,610	7/31/2014	0.03%	\$ 1.00

Security	Beginning Book Value	Beginning Market Value	Net Change in Market Value	Ending Book Value	Ending Market Value
Texpool	\$ 276,610	\$ 276,623	\$ 33,936.64	\$ 310,547	\$ 310,560
Total	\$ 276,610	\$ 276,623	\$ 33,936.64	\$ 310,547	\$ 310,560

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




Deposit	Withdrawal	Transfer	Multi Transaction	Vendor
Reports	Report Scheduler	Report Access	Statements	Inc
			Help / Contact Us	Update

Interest Distribution Report

Interest Distribution Report

Generated: 08/01/2014
 Settlement Date: 07/31/2014

Location : 79038
 Location Name : TOWN OF PANTEGO

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

Pool Number/Name	Account Number	Account Name	Interest Amount	Month End Balance
449/	7903800001	GENERAL FUND	\$130.08	\$4,873,755.02
449/	7903800002	PANTEGO ECONOMIC DEVELOPMENT CORP	\$7.74	\$310,547.22
		TexPool Totals:	\$137.82	\$5,184,302.24
		Locations Totals	\$137.82	\$5,184,302.24

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



Pool Information

Location: 79038
TOWN OF PANTEGO

TexPool

Average monthly rate for July	0.0313%
Average monthly allocation factor for July	0.000000857
Information as of	July 31, 2014
Current Interest Rate ⁽³⁾	0.0393%
Allocation Factor	0.000001077
7 day Net Yield	0.03%
Current Pool Balance	\$13,885,079,614.31
Current Weighted Average Maturity ⁽¹⁾	49 days
Current Weighted Average Maturity ⁽²⁾	78 days
Market Value per Share	1.00004

TexPool Prime

Average monthly rate for July	0.0576%
Average monthly allocation factor for July	0.000001578
Information as of	July 31, 2014
Current Interest Rate ⁽³⁾	0.0571%
Allocation Factor	0.000001564
7 day Net Yield	0.06%
Current Pool Balance	\$955,217,769.48
Current Weighted Average Maturity ⁽¹⁾	41 days
Current Weighted Average Maturity ⁽²⁾	46 days
Market Value per Share	1.00001

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.

TOWN OF PANTEGO
 CASH & INVESTMENTS REPORT
 AS OF JULY 31ST, 2014

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
GENERAL FUND						
100-0-000-102.00	CASH	47,648.20				
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				1,823,576.35	
TOTAL 100-GENERAL FUND		48,648.20	252,755.95	0.00	1,823,576.35	2,124,980.50
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	259,391.17				
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				384,736.47	
TOTAL 200-WATER AND SEWER FUND		259,391.17	251,751.37	0.00	384,736.47	895,879.01
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				(4,368.87)	
TOTAL 300-CAPITAL PROJECTS FUND		0.00	0.00	0.00	4,368.87	(4,368.87)
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				272,469.28	
TOTAL 400-INTEREST & SINKING FUND		0.00	100,700.51	0.00	272,469.28	373,169.79
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				336,200.48	
TOTAL 500-STREET IMPVMT CONST FUND		0.00	251,751.37	0.00	336,200.48	587,951.85
PARK ROW PROJ FUND						
550-0-000-204.00	TEXPOOL				1,407,000.00	
TOTAL 550-PARK ROW PROJ FUND		0.00	0.00	0.00	1,407,000.00	1,407,000.00

TOWN OF PANTEGO
 CASH & INVESTMENTS REPORT
 AS OF: JULY 31ST, 2014

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
<u>TRUST & AGENCY FUND</u>						
650-0-000-102.00	CASH	67,191.10				
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				64,695.07	
<u>TOTAL 650-TRUST & AGENCY FUND</u>		<u>67,191.10</u>	<u>0.00</u>	<u>0.00</u>	<u>64,695.07</u>	<u>131,886.17</u>
<u>WATER/SEWER CONSTRUCTION</u>						
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				129,620.42	
<u>TOTAL 700-WATER/SEWER CONSTRUCTION</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>129,620.42</u>	<u>129,620.42</u>
<u>INFRASTRUCTURE IMPVMT</u>						
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				267,994.76	
<u>TOTAL 750-W/S INFRASTRUCTURE FUND</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>267,994.76</u>	<u>267,994.76</u>
<u>PAYROLL IMPREST FUND</u>						
777-0-000-102.00	CASH	3,123.33				
<u>TOTAL 777-PAYROLL IMPREST FUND</u>		<u>3,123.33</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,123.33</u>
<u>COURT SECURITY FUND</u>						
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				34,049.31	
<u>TOTAL 800-COURT SECURITY FUND</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,049.31</u>	<u>34,049.31</u>
<u>COURT TECHNOLOGY FUND</u>						
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				49,502.33	
<u>TOTAL 825-COURT TECHNOLOGY FUND</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>49,502.33</u>	<u>49,502.33</u>
<u>PANTEGOFEST</u>						
850-0-000-102.00	CASH	21,946.20				
850-0-000-204.00	TEXPOOL				50,669.43	
<u>TOTAL 850-PANTEGOFEST</u>		<u>21,946.20</u>	<u>0.00</u>	<u>0.00</u>	<u>50,669.43</u>	<u>72,615.63</u>
<u>SHAMBURGER MEMORIAL FUND</u>						
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				32,767.26	
<u>TOTAL 875-SHAMBURGER</u>		<u>0.00</u>	<u>50,350.24</u>	<u>0.00</u>	<u>32,767.26</u>	<u>83,117.50</u>

TOWN OF PARTIGO
 CASH & INVESTMENTS REPORT
 AS OF: JULY 31ST, 2014

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
<u>CARTWRIGHT LIBRARY FUND</u>						
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		
880-0-000-204.00	TEXPOOL				24,342.73	
<u>TOTAL 880-CARTWRIGHT LIBRARY FUND</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>24,342.73</u>	<u>24,342.73</u>
<u>PEDC INTEREST & SINKING</u>						
901-0-000-102.00	CASH	0.00				
901-0-000-206.10	TEXPOOL				36,355.26	
<u>TOTAL 901-PEDC INTEREST & SINKING</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>36,355.26</u>	<u>36,355.26</u>
<u>PEDC BOND RESERVE FUND</u>						
<u>TOTAL 902-PEDC BOND RESERVE FUND</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>PEDC OPERATING FUND</u>						
903-0-000-102.00	CASH	7,534.65				
903-0-000-102.10	PETTY CASH	0.00				
903-0-000-206.10	TEXPOOL				274,691.96	
<u>TOTAL 903-PEDC OPERATING FUND</u>		<u>7,534.65</u>	<u>0.00</u>	<u>0.00</u>	<u>274,691.96</u>	<u>282,226.61</u>
<u>PEDC ADMIN EXPENDITURE</u>						
<u>TOTAL 904-DORMANT</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>PEDC REDEMPTION FUND</u>						
<u>TOTAL 905-DORMANT</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>PEDC SALES TAX REVENUE</u>						
906-0-000-102.00	CASH	0.00				
<u>TOTAL 906-PEDC SALES TAX REVENUE</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>ACCOUNTS PAYABLE IMPREST</u>						
<u>TOTAL 999-DORMANT</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<hr/>						
<u>ALL FUNDS TOTAL</u>		<u>407,834.65</u>	<u>907,309.44</u>	<u>0.00</u>	<u>5,184,302.24</u>	<u>6,499,446.33</u>
<u>TOTAL CASH AND INVESTMENTS</u>		<u>407,834.65</u>			<u>6,091,611.68</u>	

*** END OF REPORT ***

TOWN OF PANTEGO WATER AND SEWER REVENUE REPORT JULY 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								
Sale of Water	\$ 40,468	\$ 40,000	\$ 468	\$ 369,029	\$ 385,010	\$ (15,981)	\$ 520,000	29%
Water Tap Fees	-	25	(25)	-	250	(250)	300	100%
Sewer Service Charge Fee	30,709	30,000	709	300,013	309,041	(9,028)	375,000	20%
Sewer Tap Fees	-	21	(21)	-	208	(208)	250	100%
Trash Collections	7,728	7,500	228	75,977	75,000	977	90,000	16%
Sales Tax on Trash Collections	632	708	(77)	8,263	7,083	(820)	8,500	26%
Recycling	2,045	2,417	(372)	20,992	24,187	(3,175)	29,000	28%
Sales Tax on Recycling	157	267	(110)	1,620	2,667	(1,047)	3,200	49%
Penalties	1,397	1,250	147	17,829	12,500	5,329	15,000	-19%
N.S.F. Check Fees	30	33	(3)	210	333	(123)	400	48%
Adm. Serv. Charge / Sewer Impact	640	417	223	6,296	4,167	2,129	5,000	-26%
Interest Revenue	-	50	(50)	279	3,238	(2,958)	750	63%
Other Revenue	2,831	2,250	581	20,157	21,145	(988)	28,000	28%
Trash Contract Payable	(7,728)	(7,500)	(228)	(75,977)	(75,000)	(977)	(90,000)	16%
Sales Tax on Trash Collections Payable	(632)	(708)	77	(8,263)	(7,083)	820	(8,500)	26%
Recycling Contract Payable	(2,045)	(2,417)	372	(20,992)	(24,187)	3,175	(29,000)	28%
Sales Tax on Recycling Payable	(157)	(267)	110	(1,620)	(2,667)	1,047	(3,200)	49%
Total Revenue before Transfers	\$ 76,075	\$ 74,046	\$ 2,029	\$ 713,813	\$ 735,893	\$ (22,080)	\$ 944,700	24%
Transfers Out	-	-	-	(405,168)	(405,176)	8	(405,176)	0%

TOWN OF PANTEGO INFRASTRUCTURE IMPROVEMENT FUND REPORT JULY 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	\$ 25,252	\$ 27,500	\$ (2,248)	\$ 251,605	\$ 275,000	\$ (23,395)	\$ 330,000	24%

TOWN OF PANTEGO WATER AND SEWER EXPENDITURE REPORT JULY 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	\$ 22,989	\$ 23,616	\$ 627	\$ 173,719	\$ 269,271	\$ 95,552	\$ 292,887	41%
Sewer Expense	48,002	48,000	(2)	249,133	283,605	34,472	331,605	25%
	\$ 70,991	\$ 71,616	\$ 625	\$ 422,852	\$ 552,876	\$ 130,024	\$ 624,492	32%

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

Revenues:	CURRENT MONTH			YEAR TO DATE			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Property Tax	\$ 20,219	\$ 20,000	\$ 219	\$ 877,287	\$ 826,875	\$ 50,412	\$ 880,000	0%
Sales Tax	107,566	100,000	7,566	924,857	1,061,477	(136,620)	1,281,969	28%
Franchise Fee-Natural Gas	-	-	-	26,831	23,000	3,831	23,000	-18%
Franchise Fee-Communications	280	-	280	60,610	61,100	(490)	90,000	33%
Franchise Fee-Electricity	-	-	-	172,832	175,000	(2,168)	175,000	1%
Franchise Fee-Cable	-	-	-	12,862	9,000	3,862	14,000	8%
Franchise Fee-Water & Sewer	-	-	-	25,008	25,000	8	25,000	0%
Mixed Beverage Tax	4,267	1,700	2,567	17,504	11,000	6,504	11,000	-59%
Warrant Charges	8,747	8,333	414	100,601	83,333	17,268	100,000	-1%
FTA / City (Omni Base)	580	708	(128)	7,039	7,083	(45)	8,500	17%
Court Fines and Penalties	28,885	32,917	(4,032)	322,643	329,187	(6,544)	395,000	18%
Special Expense Fee	22,462	22,917	(455)	250,003	229,167	20,836	275,000	9%
Police Accident Reports	40	83	(43)	462	833	(371)	1,000	54%
Child Safety Guard Program	516	833	(317)	7,581	8,333	(752)	10,000	24%
Traffic Fees	534	667	(133)	5,988	6,687	(679)	8,000	25%
City Judicial Fee	221	250	(29)	2,455	2,500	(45)	3,000	18%
City Arrest Fees	1,548	1,542	6	16,534	15,417	1,117	18,500	11%
10% Serv. Fee from T&A	4,567	6,250	(1,684)	18,668	25,000	(6,332)	25,000	25%
Time Payment Fee	7,044	4,375	2,669	27,197	17,500	9,697	17,500	-55%
Planning and Zoning Fees	1,600	875	725	3,775	7,250	(3,475)	9,000	58%
Plan Review Fees	1,087	583	504	5,468	5,833	(365)	7,000	22%
Building Permits	4,155	3,917	238	43,962	39,167	4,796	47,000	6%
Liquor Licenses	-	167	(167)	775	1,867	(892)	2,000	61%
Contractor Registration Fee	745	917	(172)	8,475	9,167	(692)	11,000	23%
Certificates of Occupancy	400	542	(142)	5,840	5,417	423	6,500	10%
Clean & Show	-	25	(25)	160	250	(90)	300	47%
Dog Tag Revenue	10	21	(11)	30	208	(178)	250	88%
NSF Check Fees	-	2	(2)	(366)	21	(386)	25	1563%
Ambulance Revenue	8,948	10,000	(1,052)	127,291	100,000	27,291	120,000	-6%
Fire Inspections	-	500	(500)	9,305	5,000	4,305	6,000	-55%
Park Rental Revenue	10	-	10	2,655	2,500	155	2,500	-6%
Gas Royalty Revenue	1,009	542	467	8,639	5,417	3,223	6,500	-33%
Copy Fees	-	4	(4)	-	42	(42)	50	100%
No Insurance Towing Fees	500	-	500	1,025	-	1,025	-	NA
Sale Of Assets	-	-	-	16,440	8,000	8,440	8,000	-106%
Interest Revenue	130	500	(370)	1,525	5,000	(3,475)	6,000	75%
Other Revenue	-	-	-	12,751	20,000	(7,249)	20,000	36%
Transfers In	-	-	-	463,155	463,167	(12)	463,167	0%
Transfers Out	-	-	-	(71,500)	(71,500)	-	(71,500)	0%
Total	\$ 226,070	\$ 219,169	\$ 6,901	\$ 3,516,167	\$ 3,524,056	\$ (7,889)	\$ 4,005,261	12%

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

Expenses:	CURRENT MONTH			YEAR TO DATE			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
General & Administrative	\$ 51,852	\$ 56,822	\$ 4,970	\$ 590,565	\$ 613,578	\$ 23,011	\$ 741,782	20%
Public Works	44,721	54,620	9,900	425,619	480,997	55,378	581,228	27%
Police	92,592	100,263	7,672	954,895	985,871	30,976	1,199,054	20%
Fire	85,700	82,596	(3,104)	799,372	794,978	(4,394)	970,290	18%
Municipal Court	28,663	31,244	4,581	304,531	308,609	4,077	371,232	18%
Community Relations Board	-	-	-	11,206	12,000	794	12,000	7%
Special Events	-	-	-	8,621	8,821	-	8,621	0%
Total	\$ 301,527	\$ 325,546	\$ 24,018	\$ 3,094,809	\$ 3,204,652	\$ 109,843	\$ 3,884,207	20%



PANTEGO PUBLIC SAFETY



PUBLIC SAFETY MONTHLY ACTIVITY SUMMARY- July 2014

Personnel

The fire department is now fully staffed with the latest of three firefighters beginning employment on July 29th. All three newly hired firefighters are in the training process. Training new firefighters is very time-consuming; however, it is needed to ensure that our firefighters can perform to the standards set by the department.

Newly promoted Lieutenant Blake Slater has taken the reins on C shift and is performing well.

Officer Christine Hubbell began employment on August 4th and is now in the first phase of training.

A new dispatcher candidate is scheduled for an oral review board interview the week of August 11th. The newest Dispatcher, Marschelle Molina is progressing well through her training and attended a two-day TCIC/NCIC Full Access class at Tarrant County 911 offices. Marschelle also attended a three-day Crisis Communication course at TC 911.

Training

EMS training was on the subject of various medical scenarios. Fire training covered salvage and overhaul. Orientation training for new firefighters took place throughout the month and will continue into August. Four members of the department participated in Hazmat training with the Arlington Hazmat Team at the AFD training center.

Assistant Chief Coker successfully passed an online Fire Investigation class. He is now awaiting an opportunity to sit for the State examination and then obtain certification as an Arson Investigator.

Grants

There is still no word on the status of the Assistance to Firefighters Grant application, which was submitted in December 2013. If awarded the grant the Fire Department would receive 95% of the funding to replace all Self Contained Breathing Apparatus that are utilized for firefighting.

Public Relations & Citizen Education

I remind everyone that the Chief of Public Safety has a Twitter account with a handle of @PantegoChief.

Respectfully submitted,

A handwritten signature in blue ink that reads "Thomas D. Griffith, Jr.".

Thomas D. Griffith, Jr
Chief of Public Safety

PANTEGO POLICE DEPARTMENT OFFICER ACTIVITY REPORT

July, 2014

Citations/Traffic Stops

Officer	Citations	Traffic Stops	Citations YTD
Griffith	0	5	4
Reeves	5	12	39
Moore	172	120	539
Bruton	102	99	584
Meinke	73	73	437
Marquez	87	56	367
Alvarez	0	0	969
Cisneros	69	69	661
Watson	124	70	372
McCann	41	65	179
Whitwell	0	3	0
Ex-Officers			86
TOTALS	673	572	4,697
<u>Vehicle Crashes</u>			
Crash Type	Quantity.		YTD
Minor	6		42
Major	2		12
Hit & Run	1		13
TOTALS	9		67
Crashes reported to State	4		36

Incident Activity

Officer		Total Calls	Dispatch	Self- Initiated	Arrests	Ytd/ arrests
400	Griffith	18	13	5	0	0
600	Reeves	32	12	20	0	8
610	Whitwell	29	14	15	0	2
620	Moore	200	31	169	8	40
602	Bruton	362	53	309	6	67

PANTEGO POLICE DEPARTMENT OFFICER ACTIVITY REPORT

604	Meinke	243	51	192	8	60
605	Marquez	258	46	212	8	46
606	Alvarez	0	0	0	0	43
607	Cisneros	213	26	187	5	109
608	Watson	252	58	194	8	23
609	McCann	253	41	212	6	22
710	Alexander	49	1	48	7	22
711	Hopkins	45	1	43	5	27
Ex-Officers						35
Totals		1952	347	1606	61	594

Average **2:06**
Response
Time

Respectfully,



Barry Reeves
Assistant Chief of Police

PANTEGO POLICE DEPARTMENT CRIMINAL INVESTIGATIONS REPORT



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

Offenses Received	Quan.	YTD
Assault	1	5
Assault Family Violence	1	5
Burglary/Building	2	7
Burglary/Coin-op	0	0
Burglary/Vehicle	0	1
Burglary/Residence	0	1
Delivery Marijuana	0	0
Criminal Mischief	2	8
DWI	1	22
DWLI	0	9
Evading or Resisting Arrest/Detention	0	6
Failure to ID	0	8
Fraud	0	10
Graffiti	0	0
Poss. Controlled Subst.	0	13
Poss. Marijuana	1	28
Robbery	0	2
Theft	3	35
Theft of Motor Vehicle	0	2
Other	2	28
Total Received	13	190

Case Dispositions of Above Totals	Month	YTD
Cases Active	6	63
Cases Cleared	7	123
Cleared Cases Filed with DA	3	43
Cases Suspended-Pending Leads	0	4

Cases Filed with DA from Previous Report Periods	1	43
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Respectfully submitted,

Chris Whitwell, Detective

PANTEGO FIRE RESCUE							
MONTHLY ACTIVITY SUMMARY							
31-Jul-14							
							
FIRE RESPONSES		PANTEGO					
		MONTH	14 YTD	13 YTD	AFD	14 YTD	13 YTD
TYPE OF INCIDENT							
Fire							
Structure			1		1	4	5
Outside				2		2	
Natural Vegetation Fire			2		1	2	3
Vehicle			1			1	
Trash			1				
Cooking Fire, Contained to container							2
Fire Other							
Hazardous Condition							
Arcing - Shorted Electrical Equip.				1		1	3
Equip. Malfunction							
Power Lines		1	3			1	1
Hazmat							
Hazardous Condition, Other			1	5		3	12
Heat From Short Circuit, Wiring			1				1
Overheated Motor							2
Gas/Fuel Spill		1	1				
Natural Gas Leak		1	3	1			4
Chemical Spill or Leak							
Carbon Monoxide							
Service Call							
Water or Steam Leak		1	1	7		1	
Assist Invalid		3	32	38	3	3	17
Unauthorized Burning					1	1	3
Rescue							
Utilities							
Smoke Removal			1			2	3
Person in Distress, Other			2			1	
Service Call, Other			6	5		3	
Lock Out			2	1			2
Animal Rescue					1		
Ring or jewelry removal							
Assist PD			5			1	
Good Intent Call							
Good Intent Call Other		1	19	11	7	26	32
Dispatched & Cancelled En Route		7	7	5		26	32
Wrong Location							
No Incident Found On Arrival		1	4	6	2	5	9
Investigation							
Cancelled On Scene				1	14	56	67
Smoke scare, Odor of smoke			1				13
Hazmat Invest, No Hazmat							

False Alarm & False Call							
Unintentional Transmission of Alarm			1		4	6	
Smoke Detector Activation - No Fire		2	1		3	3	
Bomb Scare - No Bomb							
System Malfunction	2	4	2		2	1	
False Alarm or False Call, Other		6	5	1	10	14	
CO Detector Activation, Malfunction		1			1	1	
Sprinkler Activation, no fire							
Special Incident Type							
Citizen Complaint		1	1				
Special Incident Type, Other							
Mutual Aid							
TOTAL FIRE INCIDENTS	19	108	62	31	185	236	
AVERAGE FIRE RESPONSE TIME - PANTEGO					3.20		
AVERAGE FIRE SCENE TIME - PANTEGO					17.00		
AVERAGE FIRE SCENE TIME - ARLINGTON					15.00		



PUBLIC WORKS REPORT JULY 2014

PROJECTS/ENGINEERING

- **Park Row Water Line Replacement**

A meeting was held between staff and Alan Plummer Associates, Inc. to review quality control (QC) of the Park Row water line replacement plans at 100%. The meeting was extremely constructive. Going forward, staff will continue to work with Alan Plummer Associates and will propose that the project go out for bid in September.

STREETS

- **Chisholm Trail**

Removed and replaced 5 ft. of curb and gutter in two sections.

- **S. Bowen**

Filled potholes as needed with hot-mix asphalt.

DRAINAGE

- **10 Preston**

The Town has a 15" RCP storm drain that runs through the back yard of that address. The backyard has a couple of areas where the ground has sunken. A video inspection of the pipe was performed, revealing the pipe has failures at the pipe joints. These failures allow the ground to erode into the pipe causing the surface area to sink. The joint failures appear to be primarily in sections where the pipe is changing direction. Only 331' of pipe was televised due to an obstruction/blockage that the camera could not circumvent. Staff is currently researching the most practical and fiscally responsible solutions; determining corrective action for Council review.

R.O.W./MEDIANS/EASEMENTS/TOWN FACILITIES

- **Maintenance**
Mowing, weed-eating, edging, blowing, tree trimming, trash and debris removal. **253,100 sqft. (8 locations x 2/mo.)**
- **Town Facilities**
Mowing, weed-eating, edging, blowing, tree trimming, trash and debris removal. **267,204 sqft. (7 locations x 2/mo.)**

PARK OPERATIONS

- **Movie Night**
Good turn-out and all went very well.
- **PEDC**
Staff is preparing quotes for work pertaining to ascetics and maintenance issues.

UTILITY BILLING

July Billing for 1197 Accounts \$106,201.51	July Past Due Balances \$13,162.03
July Billed for Garbage \$7,728.05	July Billed for Recycling \$2,044.71

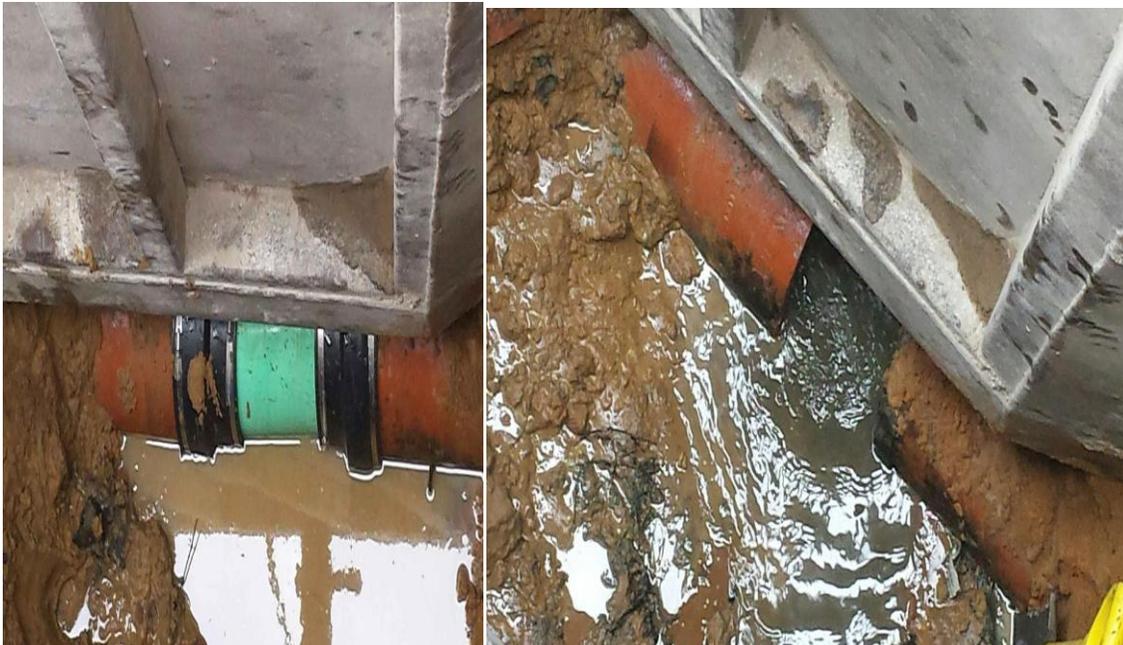
WATER UTILITIES: WATER

July Total Water Production	20,470,000
July Daily Average Produced	660,322
Water Meters Read	1197
Chlorine Residuals Taken	155
Average Chlorine Residual	.70
Hydrants Flushed	27
Water Main Breaks	0
Water Service Leaks	0
Hydrants Repaired/Replaced	0

WATER UTILITIES: WASTEWATER

- **Sewer main repair**

At 2900 Smith Barry a point repair was made on an 8" clay pipe sewer main that is 13' deep. The repair required the removal of approximately an 8' x 10' area with sidewalk, street, curb and gutter. Gra-Tex Construction started and completed the repair in one day. The following day, the concrete was poured back in place. Throughout the repairs staff made inspections to ensure NTCGOG construction standards were followed.



- **Man-hole repair**

On the East side of Braums crews replaced the concrete around the ring and lid.

- **Preventative Maintenance**

Crews cleaned approximately 3,500 ft. of sewer mains that have been identified as problem line segments.

ANIMAL SERVICES

- **Relocated**
Mother duck and (4) ducklings to the pond at DWG.

TRAINING

- **Instructional**
Simon McCurley attended a three day Water Utilities Safety at NCTCOG.

NOTABLE

-  Simon McCurley – (1) year anniversary.

Department	Totals:
Water	23%
Wastewater	11%
Admin	13%
Maintenance	30%
Streets	14%
Park	8%
Animal Control	1%



COMMUNITY DEVELOPMENT REPORT – JULY 2014

ENVIRONMENTAL SERVICES

• **West Nile Testing**

	2600 Miller Lane	1604 Nora Drive	Roaming #1	Roaming #2
7/2	211	51	53 (Los Colinas Court)	
7/9	168	84	26 (Gregory Court)	
7/16	120	219	112 (Country Club Road)	
7/23	72	38	36 (Wagonwheel Trail)	
7/30	15	37	55 (Wagonwheel Trail)	47 (Smith Barry Road)

All tests in Pantego have been negative for West Nile Virus and Saint Louis Encephalitis. Tarrant County has reported no human cases, but WNV positive samples have been taken from the following municipalities:

- Bedford (8)
- Benbrook (1)
- Colleyville (5)
- Euless (4)

• **Mosquito Control Spraying**

The Town was sprayed on the night of July 24, 2014.

PLANNING AND ZONING

• **Zoning Ordinance Update**

The recommended changes to the Zoning Code have been distributed to the Town Council for review. Town Council will begin further discussion of the code revisions after the 2014/2015 budget has been approved.

• **Dr. Jeckyll's Beer Lab Special Use Permit**

Pat Myers was granted approval for a Special Use Permit to sell beer for on and off premise consumption at Dr. Jeckyll's Beer Lab Home Brew at 2420 W Park Row Drive.

• **Annie's Freeze Sno Cone Stand Special Use Permit**

Ann Farrell has made application to continue the use of the sno cone stand at 2304 W Park Row Drive. This SUP was originally approved in 2012 for a two year term. This item will be placed on the August 4, 2014 Planning and Zoning Commission meeting agenda.

• **Farrell Addition Plat**

Ann Farrell has made application to plat the properties at 1704 and 1706 Nora Drive into one lot. The plat submittal is under review and should be placed on the September 2, 2014 Planning and Zoning Commission meeting agenda.

CONSTRUCTION AND DEVELOPMENT

- **Colonial Savings**

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

- **Hairs 2 U**

Construction is ongoing to remodel 2400 W Pioneer Pkwy #122 into a hair salon.

- **Pantego Christian Academy**

Construction is ongoing for Phase IV of the Pantego Christian Academy High School finish out, which includes the completion of a hallway and an art classroom.

- **Mistletoe Court Construction**

Construction of a 5,531 square foot single-family residential building at 2917 Mistletoe Court is ongoing.

- **Park Row Court Construction**

Construction of a 3,445 square foot single-family residential building at 14 Park Row Court is underway.

- **Smith Barry Farms Subdivision**

- 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

- LVB Enterprises – 2900 W Park Row Dr (A) & (F) – Consulting Firm – New Business
- LNL Bodyworks – 3611 W Pioneer Pkwy (H) – Massage Therapy – New Business
- Pederson Chiropractic Center – 2920 W Park Row Dr #200 – Chiropractor – Business Expansion
- SassyLady DFW – 2401 W Pioneer Pkwy #117 – Boutique – New Business

Pending

- Grand Start Learning Academy – 2304 W Park Row Dr #25 – Day Care – New Business
- 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
- Gottgried Weher, CPA – 3610 W Pioneer Pkwy #120 – CPA – New Business
- The Garden – 2400 W Pioneer Pkwy #110 – Tearoom – New Business
- Auto Security Finance – 2340 W Pioneer Pkwy – Finance – New Business
- LVB Enterprises – 2900 W Park Row Dr (C) – Consulting Firm – Business Expansion

INSPECTIONS

	JULY TOTAL	YTD TOTAL
BUILDING INSPECTION	3	73
CERTIFICATE OF OCCUPANCY	5	93
CUSTOMER SERVICE INSPECTION	0	5
ELECTRICAL INSPECTION	5	67
MECHANICAL INSPECTION	2	35
PLUMBING INSPECTION	6	86
REINSPECTION	4	109
CODE ENFORCEMENT INSPECTIONS	22	50
TOTAL INSPECTIONS	47	518

CONSTRUCTION VALUES

	JULY TOTAL	YTD TOTAL
NEW RESIDENTIAL CONSTRUCTION	\$300,000.00	\$1,695,000.00
EXISTING RESIDENTIAL REMODEL	\$37,225.00	\$924,814.00
NEW COMMERCIAL CONSTRUCTION	\$0.00	\$0.00
EXISTING COMMERCIAL REMODEL	\$144,054.50	\$851,916.50
TOTAL VALUE	\$481,279.50	\$3,471,730.50

FEES COLLECTED

	JULY TOTAL	JULY FEES	YTD TOTAL	YTD FEES
CERTIFICATE OF OCCUPANCY	6	\$480.00	77	\$6,200.00
ZONING FEES	2	\$1,600.00	5	\$3,775.00
PLAN REVIEW	4	\$1,086.91	25	\$5,467.93
BUILDING PERMIT	18	\$4,679.50	201	\$45,030.40
UTILITY RELEASE	0	\$0.00	4	\$160.00
CONTRACTOR REGISTRATION	9	\$745.00	93	\$8,475.00
TOTAL FEES		\$8,591.41		\$69,108.33



MUNICIPAL COURT



Municipal Court Collections / July 2014

On-Time Citations

Fines- \$25,171.38
Fees- \$15,741.37
Total- \$40,912.75

Warrants

Fines- \$38,991.70
Fees- \$16,044.50
Total- \$55,036.20

Court Security Fund- \$1,152.00

Court Technology Fund- \$1,529.00

Accident Reports- \$40.00

Gross Total Revenue- \$95,948.95
Less State Fee's- \$31,785.87
Net Revenue- \$64,163.08

Presented by: Thressa Householder



WARRANT MONTHLY TOTALS FOR JULY 2014

TOTAL WARRANTS VALUE CLEARED -----		\$85,785.50					
	YTD-----	\$837,283.54					
TOTAL PAYMENTS COLLECTED -----		\$55,165.20					
	YTD-----	\$602,125.54					
TOTAL NON-CASH CLEARED -----		\$29,523.30					
WARRANT FEES COLLECTED -----		\$8,897.25					
BONDS/FORFEITURES -----		\$1,097.00					
TOTAL PHONE CALLS -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - 205 OUT</td> <td style="text-align: right;">711 - 396 OUT</td> <td style="text-align: right;">Tot - 601</td> </tr> <tr> <td style="text-align: right;">197 IN</td> <td style="text-align: right;">105 IN</td> <td style="text-align: right;">Tot - 302</td> </tr> </table>	710 - 205 OUT	711 - 396 OUT	Tot - 601	197 IN	105 IN	Tot - 302
710 - 205 OUT	711 - 396 OUT	Tot - 601					
197 IN	105 IN	Tot - 302					
TOTAL POST CARDS -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - 60</td> <td style="text-align: right;">711 - 48</td> <td style="text-align: right;">Tot - 108</td> </tr> </table>	710 - 60	711 - 48	Tot - 108			
710 - 60	711 - 48	Tot - 108					
PERSONAL STOPS/ATTEMPS -----		42					
CONTACTS -----		35					
DOOR HANGERS -----		4					
ARRESTS -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - 7</td> <td style="text-align: right;">711 - 5</td> <td style="text-align: right;">Tot - 12</td> </tr> </table>	710 - 7	711 - 5	Tot - 12			
710 - 7	711 - 5	Tot - 12					
PAY PLANS -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - 16</td> <td style="text-align: right;">711 - 13</td> <td style="text-align: right;">Tot - 29</td> </tr> </table>	710 - 16	711 - 13	Tot - 29			
710 - 16	711 - 13	Tot - 29					
BONDS/COURT DATES -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - 7</td> <td style="text-align: right;">711 - 5</td> <td></td> </tr> </table>	710 - 7	711 - 5				
710 - 7	711 - 5						
BOND AMOUNT -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - \$7,681.10</td> <td style="text-align: right;">711 - \$4189.20</td> <td></td> </tr> </table>	710 - \$7,681.10	711 - \$4189.20				
710 - \$7,681.10	711 - \$4189.20						
LETTERS -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - 201</td> <td style="text-align: right;">711 - 108</td> <td></td> </tr> </table>	710 - 201	711 - 108				
710 - 201	711 - 108						
TOTAL WARRANTS CONTACTED ----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - 208</td> <td style="text-align: right;">711 - 128</td> <td></td> </tr> </table>	710 - 208	711 - 128				
710 - 208	711 - 128						
TOTAL WARRANTS CLEARED -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - 192</td> <td style="text-align: right;">711 - 127</td> <td></td> </tr> </table>	710 - 192	711 - 127				
710 - 192	711 - 127						
TOTAL VALUE -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - \$66,123.80</td> <td style="text-align: right;">711 - \$ 38,509.40</td> <td></td> </tr> </table>	710 - \$66,123.80	711 - \$ 38,509.40				
710 - \$66,123.80	711 - \$ 38,509.40						
TOTAL AMOUNT COLLECTED -----	<table style="display: inline-table; border: none;"> <tr> <td style="text-align: right;">710 - \$20,849.50</td> <td style="text-align: right;">711 - \$ 7,501.20</td> <td></td> </tr> </table>	710 - \$20,849.50	711 - \$ 7,501.20				
710 - \$20,849.50	711 - \$ 7,501.20						

FUTURE REVENUE-----710 - \$17,574.30 711 – \$10,827.00

EXTRA DUTIES FOR JULY

The Warrant Division conducted 11 prisoner service calls, 4 PD Assists, 2 Other miscellaneous calls.

Officers conducted 18 arraignments.

Ofcr. Alexander out 2.5 day for vacation/sick

Ofcr. Hopkins out 6 days for vacation/doctor appts.

Additional warrants cleared - 186

Respectfully submitted,

Warrant Officer: Freddie Alexander 710

Warrant Officer: Robert Hopkins 711



AGENDA BACKGROUND

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

DATE: August 11, 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 August 11, 2014:

Professional Services:

- Sara Jane del Carmen
- C.A. Magnuson
- Jim Jeffrey
- Di-Scullo-Terry, Stanton & Associates, Inc.
- Flair Events

Purchase Orders:

- 1616-DPC Industries, Inc.
 - 1617-Training Classes
 - 1618-Auto Nation Ford
-

**Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval
8/11/2014**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Sara Jane del Carmen	\$1,300.00	July 2014 Magistration Services
C.A. Magnuson	\$1,300.00	July 2014 Prosecution Services
Jim Jeffrey	\$1,890.00	July 2014 Legal Fees
Di Scullo-Terry, Stanton & Associates, Inc.	\$1,550.00	June & July 2014 Engineering Services
Flair Events	\$3,350.64	July 2014 PantegoFest Planner Services
<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
1616-DPC Industries, Inc.	\$1,007.68	Chlorine Cylinders
1617-Training Classes	\$1,550.00	Fire Training for Slater/Wood/Reyonlds/Edmondson/Westman
1618-Auto Nation Ford	\$6,905.72	Emergency Repairs to Medic Two
<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Duncan - Garbage	\$8,313.21	July 2014 Trash Removal
Duncan - Recycling	\$2,074.61	July 2014 Recycling Removal
Voyager Fleet Systems	\$5,600.57	July 2014 Oil & Gas Expense
TML Intergovernmental	\$18,990.20	August 2014 Employee Insurance
Ft. Worth Animal Care & Control	\$1,725.00	1st Qtr 2014 Rabies Control Billing
Intermedix	\$3,712.65	June and July Ambulance Collection Services
Iwerk - TX	\$5,193.00	May 2014 Tech Support Services (Received 07/29/14)
Wells Fargo	\$1,445.54	August 2014 Copier Lease Payment

MAGISTRATION SERVICE FOR THE MONTH OF JULY 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 - \$1,300.00

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

PROSECUTOR SERVICE FOR THE MONTH OF JULY 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**

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

Page 1

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

8/3/2014
Account No.: 9.01.06
Invoice # 21802

Legal services
July 1, 2014 – July 31, 2014

Total Hours:	10.80	
Hourly Rate:	\$175.00	
Total for Services:		\$ 1,890.00
Expenses:		\$ None
TOTAL BALANCE DUE:		\$ 1,890.00
Nolan County land issue		\$ 0

Invoice

Date	Invoice #
7/31/2014	14-217

Town Of Pantego
 1614 South Bowen Road
 Pantego, Texas 76013
 ATTN: ACCOUNTS PAYABLE

	P.O. No.		Project
Description	Quantity	Rate	Amount
RE: TOWN OF PANTEGO - PROFESSIONAL SERVICES JUNE 1 THROUGH JULY 27, 2014			
1. MSD REVIEW - 912 - 934 NORTH COLLINS STREET			
(a) Registered Professional Engineer on 7/8/2014 - (J. Cobbs) - MSD Review and comments	3.5	125.00	437.50
(b) Principal Registered Professional Engineer on 7/8/2014 - (J. Stanton) - MSD Review & Letter	0.5	135.00	67.50
Subtotal			505.00
2. PEACH TREE/COUNTRY CLUB/WAGONWHEEL			
(a) Registered Professional Engineer (J. Cobbs) on 7-18-2014 - Pay Request #7-Review and Revisions to Final Pay Request for Peach Tree and Country Club Court -	2	125.00	250.00
(b) Registered Professional Engineer (J. Cobbs) on 7/21/2014 Country Club Court Pay App #7 Corrections with CLLA	1.5	125.00	187.50
(c) Principal Registered Professional Engineer (J. Stanton) on 7/2/2014 - Wagon Wheel Site visit with Jackson Construction	1	135.00	135.00
(d) Principal Registered Professional Engineer (J. Stanton) on 7/18/2014 - Cost Review for Country Club and Peachtree	0.5	135.00	67.50
(e) Principal Registered Professional Engineer (J. Stanton) on 7/21/2014) Final CLLA Pay Request for Country Club Court Project	0.5	135.00	67.50
Subtotal			707.50
3. PARK ROW WATER LINE RENEWAL			
(a) Principal Registered Professional Engineer - Meeting to discuss Water Line Renewal in Park Row	2.5	135.00	337.50
Subtotal			337.50
DTS EID #75-16151473			Total \$1,550.00



Flair Events
1040 Falcon Creek Dr.
Kennedale, TX 76060

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

Invoice #: 073114-P

Client: Town of Pantego

Date: August 1, 2014

Balance Due: \$3350.64

Contracted maximum hours Balance Remaining: \$6774.70

Due Date: 8/15/14

Description: Festival Management

07/01/14	2.42 hours
07/02/14	.92 hours
07/07/14	1.53 hours
07/08/14	4 hours
07/09/14	7.45 hours
07/10/14	1.95 hours
07/11/14	.8 hours
07/12/14	3.82 hours
07/14/14	6.2 hours
07/16/14	3.57 hours
07/17/14	1.15 hours
07/22/14	2.75 hours
07/23/14	5.05 hours
07/24/14	.75 hours
07/28/14	2.7 hours
07/29/14	1.87 hours
07/30/14	2.4 hours
07/31/14	6.18 hours

Sub-Total billed at \$30/ hour: 55.51 hours:

\$1665.30

Description: Resource Management

07/01/14	2.57 hours
07/09/14	4.5 hours
07/10/14	.75 hours
07/12/14	2 hours
07/16/14	3.53 hours
07/17/14	3.47 hours
07/18/14	1.5 hours
07/22/14	4.38 hours
07/23/14	7.72 hours
07/24/14	5.25 hours
07/28/14	3.12 hours
07/29/14	2 hours
07/30/14	6.25 hours
07/31/14	3.08 hours

Sub-Total billed at \$25 / hour: 50.12 hours:

\$1253.00



Flair Events
1040 Falcon Creek Dr.
Kennedale, TX 76060

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

Description: Marketing

07/16/14 2.45 hours
07/17/14 3 hours
07/24/14 .8 hours
07/25/14 3.5 hours
07/29/14 2.75 hours

Sub-Total billed at \$25/hour: hours: 12.5 **\$312.50**

Total festival planning 06/01/14 – 06/30/14 **\$3230.80**

Mileage:

07/14/14	21.0 miles x \$0.56	\$11.76
07/14/14	23.0 miles x \$0.56	\$12.88
07/16/14	27.0 miles x \$0.56	\$15.12
07/24/14	24.0 miles x \$0.56	\$13.44
07/28/14	22.0 miles x \$0.56	\$12.32
07/29/14	28.0 miles x \$0.56	\$15.68
07/30/14	17.0 miles x \$.056	\$9.52
07/31/14	22.0 miles x \$0.56	\$12.32
07/31/14	30.0 miles x \$0.56	\$16.80

Total Mileage: **\$119.84**

Balance Due for July: **\$3350.64**

TOWN OF PANTEGO

1614 S. BOWEN
 PANTEGO, TEXAS 76013

No. *Kelle*

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 *DPK Industries*
P.O. Box 301023
Dallas, TX
75303

SHIP
 TO *Pantego PW*

DATE		ACCT #	DEPT.			
<i>8-4-2014</i>		<i>200-5-201-354.00</i>	<i>PW</i>			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
<i>5</i>	<i>5</i>	<i>5 - Chlorine Cylinders</i>			<i>1007</i>	<i>68</i>
					TOTAL	<i>1007 68</i>

William 8-5-14

[Signature]

APPROVED BY



PUBLIC WORKS MEMO

To: Matthew Fielder, City Manager
Scott Williams, Public Works Director

From: Joshua Brown, Foreman of Public Works

Date: August 4, 2014

Re: Chlorine Cylinders

I am requesting approval of this purchase order for DPC Industries for 5 chlorine cylinders for the routine disinfection of the water supply.

CUSTOMER

REMIT TO	DPC INDUSTRIES, INC. P.O. BOX 301023 DALLAS, TX 75303-1023 USA		DIRECT INQUIRIES TO: DPC INDUSTRIES, INC. 601 W. INDUSTRIAL BLVD. CLEBURNE, TX 76033 USA 817-641-4712		INVOICE NUMBER MUST APPEAR ON YOUR REMITTANCE	
	Customer No 76137200	Date Ordered 7/22/2014	Salesperson Coleman, Michael Terry	Bill of Lading No. 7076-14-003958-1	Invoice No. 767003700-14	Invoice and Ship Date 7/28/2014
Ordered By Josh @ 817-617-3721		Customer P.O. No.	Terms Net 30	Ship To: 76137201		
S O L D T O	TOWN OF PANTEGO 1614 SOUTH BOWEN ROAD ATTN. ACCOUNTS PAYABLE PANTEGO, TX 76013 USA			S H I P T O	TOWN OF PANTEGO 1614 S BOWEN RD PANTEGO, TX USA	
	FOB TERMS FOB DESTINATION		TERMS OF DELIVERY PREPAID & ABSORBED		CARRIER OUR TRUCK	
Qty Shipped	Description	Quantity	Units	Unit Price	Amounts	
5	CHLORINE, 150# CYL HAZARDOUS MATERIAL FEE	750	lb	1.2600	945.00	1.25
				FUEL SURCHARGE	61.43	
				FREIGHT	0.00	
				TAX	0.00	
				SUBTOTAL	1,007.68	
Returnable Container Deposit Charges						
Less Deposit Charges on Containers Returned						
3 CHLORINE, 150# EMPTY CYL						0.00
TOTAL - PLEASE PAY THIS AMOUNT PLEASE INCLUDE INVOICE NUMBER ON CHECK					\$1,007.68	

PLEASE SHIP EMPTY RETURNABLE CONTAINERS PROMPTLY - NO MERCHANDISE RETURNABLE WITHOUT WRITTEN CONSENT

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1617

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 Training Division

SHIP TO Pantego Fire.

DATE		ACCT #	DEPT.			
8-6-14		100-5-150-724.00	Fire			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT
ORDERED	RECEIVED					
2		Fire Officer, Slater, Wood	200	.00		400.00
1		Fire Instructor, Reynolds	200	.00		200.00
1		Driver Operator, Edmondson	250	.00		250.00
1		Inspector, Westman	200	.00		200.00

Robert Colton
[Signature]

TOTAL 1550.00

APPROVED BY



**PANTEGO FIRE
DEPARTMENT**

MEMO #: 000

To: City Manager Matt Fielder
From: Assistant Chief Robert Coker
Through: Chief Thomas Griffith
Subject: Request to expend funds
Release Date: 08-06-2014

Sir I am requesting to expend budget funds in the amount of \$1,550.00 out of the training budget.

The funds are to pay for certification classes for four of our members. All classes will be purchased thru Training Division.

Lieutenant Slater- Fire Officer

Firefighter Wood- Fire Officer

Firefighter Reynolds- Fire Instructor

Firefighter Edmondson- Driver Operator

Firefighter Westman- Inspector

This is a budgeted item from the 2013/14 annual budget.

Cc: A. Carmona

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 11618

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 Auto Nation Ford.

SHIP TO Pantego Fire.

DATE		ACCT #	DEPT.			
8-6-14		100-S-150-356.00	Fire.			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
		Repairing to Medic 2 as per quote.				

[Handwritten Signature]

TOTAL 6,905.72

[Handwritten Signature]

APPROVED BY



PANTEGO FIRE DEPARTMENT

MEMO #: 000

To: City Manager Matt Fielder
From: Assistant Chief Robert Coker
Through: Chief Thomas Griffith
Subject: Request to expend funds
Release Date: 08-06-2014

I am requesting to expend budget funds up to the amount of \$6,905.72, for the repairs to Medic Two. Medic two started having problems during a transport to the hospital. The patient was transported to the hospital without problems.

We took the truck to the repair facility to have a diagnostic inspection performed. The repairs listed on the quote are explained below to the best of my ability. The service manager advised that not all of the repairs may need to be done however they wanted to make sure they covered all possibilities. He advised that they had to fix some of the items and check if it corrected the other issues.

1. Fuel tank separating internally. The service tech advised me that with past experiences and the particles found in the filter and fuel lines that the tank lining appeared to be separating. The tech advised that the only way they could be certain that this repair is necessary is to remove the tank for a visual inspection.
2. Fuel injector misfire code. I was told that the vehicle computer has a code that shows 4 of the injectors are misfiring. This could be caused by the trash in the fuel system. If the misfire is caused by the trash in the system they would not have to replace the injectors. If after the fuel system is cleaned out we are still having a misfire issue they would then need to replace the injectors.
3. Cooling system leaks. When the hood of the vehicle was lifted you could see spots of coolant in several places under the hood. A pressure test was done to the coolant system. The test revealed several pin hole leaks upper radiator hose, degas bottle and hose. They were unable to tell with all parts in place however it may have a leak in the radiator and EGR cooler. The visual inspection shows signs of leaking at those points. A more in depth inspection will need to be performed at time of other repairs.

The service manager advised that the repairs should be performed in the order of the fuel contamination inspection and repair first. The vehicle would then have the test performed to verify the workings of the injectors. The repairs to the cooling system would need to start with the hoses and the degas bottle. If no other leaks are found no other repairs would be needed.

The quote system used by the dealer was unable to remove the tax. I have been assured that the bill will not have tax on it. The service manager was able to recalculate the price removing the tax.

This is not a budgeted item from the 2013/14 annual budget.

Cc: A. Carmona

Customer: Pantego Fire Rescue

Customer Phone: (817)274-1384

RO Number: 569356

VIN: 1FDWF36P35EA96095 Make: Ford Light Truck Model: F-Super Duty Year: 2005

Recommended Work Details

Line	Operation Code	Operation Description	Op Code Qualifier	Labor Price	Line Total
H (new)	FL03	FUEL TANK SEPARATING INTERNALLY;TANK WILL NEED TO BE REMOVED AND RELINED;HAS CONTAMINATED FUEL SYSTEM; WILL NEED TO REPLACE FUEL PUMP,FUEL SENDING UNIT,FUEL FILTERS AND FLUSH FUEL LINES	F-350 Rear	\$950.00	\$2,476.25

Part Number	Part Description	Quantity	Part Price
6C3Z*9G282*C	PUMP ASY - FUEL	1	\$508.74
6C3Z*9F759*A	WIRE ASY - FUEL PUMP	1	\$44.04
3C3Z*9N184*CB	ELEMENT	1	\$96.58
6C3Z*9275*DA	SENDER ASY - FUEL TANK	1	\$665.90
E5TZ*9J306*BA	FILTER ASY	1	\$48.43
Miscellaneous Charges			\$49.50
Tax			\$113.06

Line	Operation Code	Operation Description	Op Code Qualifier	Labor Price	Line Total
I (new)	FL14	Fuel Injector, Diesel - Replace 4 DUE TO MULTIPLE MISFIRES; MAY BE CAUSED BY FUEL CONTAMINATION; WILL NOT KNOW UNTIL FUEL SYSTEM REPAIR IS MADE	6.0L RH	\$494.00	\$2,105.90

Part Number	Part Description	Quantity	Part Price
4C3Z*9E527*BRM	REMAN NOZZLE ASY	4	\$1,443.00
Miscellaneous Charges			\$49.50
Tax			\$119.40

Line	Operation Code	Operation Description	Op Code Qualifier	Labor Price	Line Total
		COOLING SYSTEM LEAKS AT			

J (new) CS001 UPPER RADIATOR
 HOSE,DEGAS BOTTLE AND
 HOSE; MAY ALSO BE LEAKING ALL
 AT RADIATOR, AND EGR
 COOLER; \$1,330.00 \$2,654.11

Part Number	Part Description	Quantity	Part Price
6C3Z*8A080*B	TANK ASY - RADIATOR OVERFLOW	1	\$139.08
9C3Z*8101*B	CAP - RAD - WITH PRESS RELIEF	1	\$12.83
3C3Z*8260*AG	HOSE ASY	1	\$49.87
3C3Z*9439*AA	GASKET - INTAKE MANIFOLD	1	\$20.60
4C3Z*9P456*AJ	COOLER - EGR	1	\$515.68
6C3Z*8005*DA	RADIATOR ASY	1	\$438.47
Miscellaneous Charges			\$49.50
Tax			\$98.08

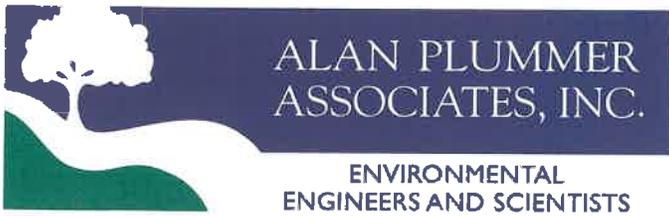
Line	Operation Code	Operation Description	Op Code Qualifier	Labor Price	Line Total
K (new)	MA001	REPAIRS WILL NEED TO BE PERFORMED IN AS NEEDED BASIS STARTING WITH THE FUEL CONTAMINATION REPAIR. COOLING SYSTEM REPAIRS WILL NEED TO START WITH HOSES AND DEGAS BOTTLE.	All	\$0.00	\$0.00

Miscellaneous Charges
 \$0.00
Tax
 \$0.00

Total
\$7,236.26

tax exempt

— 330.54
 6905.72



1329-005-01

July 29, 2014

Mr. Matthew Fielder
City Manager
Town of Pantego
1614 S. Bowen Road
Pantego, Texas 76013

RE: Authorization to Perform Additional Well Improvement Evaluation

Dear Mr. Fielder:

Per your request, Alan Plummer Associates, Inc. (APAI) has prepared this proposal for professional services for additional scope beyond the \$4,500 previously authorized by correspondence dated June 27, 2014.

The additional scope includes:

1. Collect information from the Town, Watts Drilling and Microplex Electric in order to validate the existing;
 - a. well design,
 - b. motor selection,
 - c. well and booster pump control settings
2. Make recommendations to determine additional measures to monitor and prevent future chronic failures, including upgrades to SCADA.
3. Provide well and booster pump control operating sequences to assist staff to incorporate into an operations manual.
4. Make recommendations for the scope of rehabilitation and future preventative maintenance steps required for the long-term operation of the well.
5. Review and evaluate the Collier Report recommendations for well screen rehabilitation and pumping directly to ground storage and present alternatives.
6. Present above recommendations in the form of a Technical Memorandum.
7. Present findings to the Town Council.



The above tasks will be performed on a time and materials basis for an amount not to exceed \$16,450 per the rates shown in Attachment A.

Scope Authorized by Correspondence dated 6-27-2014	\$ 4,500
Additional Scope above	\$16,450
Total	\$20,950

If you are in agreement with the terms of this letter, please sign and return a copy to me (scanned/email is fine).

We appreciate the opportunity to continue serving the Town of Pantego.

Sincerely,



Ellen T. McDonald, PhD, P.E.

Principal

Enclosures

Approved for:

TOWN OF PANTEGO

Signature

Date

Printed Name and Title

ATTACHMENT A
ALAN PLUMMER ASSOCIATES, INC.

HOURLY FEE SCHEDULE

2014

Staff Description	Staff Code	2014 Rate
Admin Staff	A1-A3	\$ 72.00
Senior Admin Staff	A4	\$ 102.00
Designer/Technician	C1-C2	\$ 90.00
Senior Designer/Technician	C3-C4	\$ 115.00
Engineer-in-Training/Scientist-in-Training	ES1-ES3	\$ 115.00
Project Engineer/Scientist	ES4	\$ 130.00
Senior Project Engineer/Scientist	ES5	\$ 145.00
Project Manager	ES6	\$ 170.00
Senior Project Manager	ES7	\$ 218.00
Electrical Engineer	EE1	\$140.00
Senior Electrical Engineer	EE2	\$235.00
Structural Engineer	SE1	\$140.00
Senior Structural Engineer	SE2	\$200.00
Principal	ES8-ES9	\$ 250.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.15 will be applied to all direct expenses



AGENDA BACKGROUND

AGENDA ITEM: Approval of the Town Council minutes and acceptance of Minutes of the various Boards and Commissions.

Date: August 11, 2014

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

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

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends the approval of the minutes as presented.

ATTACHMENTS:

Town Council minutes from July 14, 2014

Town Council minutes from July 28, 2014

Planning & Zoning minutes from July 7, 2014

CRB Minutes from June 3, 2014

Director's Review: *lea*
City Manager's Review: MDF

Town Council Minutes
July 14, 2014

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

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

Melody Paradise
Russell Brewster
Jane Barrett
Don Funderlic
Fred Adair
Don Surratt

Mayor
Mayor Pro Tem
Council Members

Members absent:

None.

constituting a quorum. The following staff members were present:

Matt Fielder
Julie Arrington
Jim Jeffrey
Ariel Carmona
Scott Williams
Tom Griffith
Barry Reeves
Robert Coker
Thressa Householder

City Manager
City Secretary
Town Attorney
Finance Director
Public Works Director
Chief of Public Safety
Assistant Police Chief
Assistant Fire Chief

Also in attendance:

Bill Brown

President PEDC

WORK SESSION 6:30 P.M.

Mayor Paradise called the work session to order at 6:35 p.m.

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

1. City Manager Report

Mr. Fielder introduced Scott Williams, the new Public Works Director and gave a brief background of his previous job history. There is still an open position for a Maintenance Worker. Fire Fighter Blake Slater was promoted to Lieutenant to replace Lt. Guess and our part-time Firefighter, Lance Westman, has agreed to fulfill a full-time position permanently. There are two new firefighter's David Nock and Ben Ogletree. The Police Department lost a dispatcher that was in training; Sarah Daniels.

2. Monthly Staff Reports

There was discussion on the 10% service fee in the Trust and Agency account; replacement of some plants in the 303 Beautification project; the location of the mosquito traps and the spraying schedule.

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

There was discussion on the Alan Plummer purchase order and the outlined scope of work. Council requested the purchase order to be pulled until the City Manager can get a better scope of work. There was discussion on the Collier Consulting invoice needing line item invoicing and the work defined in the DiSciullo-Terry invoice regarding swales.

4. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from June 9, 2014 Special Meeting
- Town Council minutes from June 23, 2014 Special Meeting
- Town Council minutes from June 23, 2014

The time on the both sets of the Special Meeting minutes need to be changed to 6:00 p.m.

Acceptance of Minutes of Boards and Commissions:

- PEDC minutes from June 11, 2014
- PEDC minutes from June 25, 2014

There was clarification on the June 25th minutes discussions regarding a concession stand.

Resolutions

8. Discuss, direct, and consider action on a Resolution Allowing the use of Town Hall as a Precinct Polling Place on Election Day, November 4, 2014 by the Tarrant county Elections Administrator.

Ms. Arrington reminded Council this item was discussed at the last meeting. According to the Election Code, if the Election Day is a day the building is normally open for business the governmental agency cannot charge for the use of the building. Tarrant County refused to negotiate a trade in services due to this law and Town Hall will be open on Election Day.

9. Discuss, direct, and consider action on Authorizing the City Manager to purchase two replacement Ticket Writers using the Court Technology Fund.

There was discussion on the condition of the existing writers, how they are functioning, the replacement make and model, receiving a better quality product, and receiving a maintenance agreement.

11. Discuss, direct staff on the Introduction and scheduling work session to discuss the revised Zoning Ordinance.

Mr. Fielder stated this is a very large and extensive ordinance with significant changes. He inquired on a Saturday meeting or two evening meetings to discuss the ordinance. Council would like to defer this until after the budget cycle and have two evening meetings. No action was taken.

12. Discuss, direct, and consider action on appointing Members to the Finance Committee.

Mr. Fielder reminded Council a Financial Policy was recently adopted which established a Finance Committee consisting of two Council Members, the Finance Director and the City Manager. The purpose is to review the policy's and the audits to create a better transparency and Council involvement allowing Council more time to review the financials. Councilmember Barrett and Councilmember Funderlic volunteered to be on the Committee.

Town Council Minutes
July 14, 2014

Mayor Paradise adjourned the work session at 7:16 p.m.

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

Mayor Paradise called the regular session to order at 7:32 p.m. and welcomed everyone.

Mayor Pro-Tem Brewster led the invocation which was immediately followed by the Pledge of Allegiance.

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

Councilmember Surratt welcomed everyone, he was pleased to see a full house, and conveyed positive comments on the Town's involvement with the City of Arlington's 4th of July Parade and the attendance of the Town's Movie Night.

Councilmember Funderlic agreed with Councilmember Surratt and thanked everyone for coming tonight. He expressed his satisfaction in the selection of the new employees and believes Council has a set team that will work well together.

Councilmember Barrett welcomed everyone and the new Public Works Director.

Councilmember Adair appreciated having a full house. He thanked staff for their support and help with the Arlington 4th of July Parade.

Mayor Pro-Tem Brewster welcomed everyone and appreciated having such a full house. He thanked staff and Council for working together so well.

Mayor Paradise recognized Sgt. Ben Moore and the Fire Department for their participation in the 4th of July Parade. She was pleased to have such positive feedback regarding the Town; having the Quint represented, some Councilmembers, and PYLC represented by Councilmember Surratt's daughter Kaitlyn.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Councilmember Barrett informed Council there were two new CRB members; Bridgett Potter and Victoria Roemmich, at the last meeting. She thanked the Public Work Department for their help with the Movie Night. The next Movie Night will be August 9th showing Despicable Me 2. Mayor Paradise informed the audience CRB is taking suggestions on a movie for September if they have a suggestion to let the City Secretary know.

Pantego Youth Leadership Council

Mayor Paradise explained the purpose of PYLC to the audience and informed them the group is currently on summer vacation until August.

PEDC REPORT

Councilmember Adair informed Council the Board received the same presentation given by Mark Joeckel on Social Media at a Council meeting last month; painting of the park equipment and facilities; the lights on the archway on Park Row for Pantego Fest; loan past due procedures; and passed their budget for Council recommendation.

CITIZENS OPEN FORUM

Town Council Minutes
July 14, 2014

Nancy Tice, 2615 Smith Barry Road, discussed the cemetery maintenance and informed Council she called Town Hall and spoke to the City Manager. The next day the maintenance was performed. She also expressed gratitude for the Town's involvement in the 4th of July Parade.

APPROVAL OF CONSENT AGENDA ITEMS

Mayor Pro-Tem Brewster made a motion to approve the Consent Agenda items 1, 2, 3, 4, 8, 9, and 12 with the corrections and comments during the work session and item number 3 pulling the Alan Plummer purchase order. Councilmember Surratt seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, Adair, and Brewster.

Nays: None

Abstention: None

Mayor Paradise declared the vote passed unanimously.

PUBLIC HEARING

- 5. Public Hearing, discuss, direct, and consider action on zoning case Z-202, a proposed Special Use Permit, as requested by Pat Myers, to allow the sale of beer for on-premise and off-premise consumption at an existing business located at 2420 W. Park Row Drive, Tract 1A56B if the William J. Barry addition, Pantego, Tarrant County, Texas. The Property is generally located on the south side of W. Park Row Drive between S. Bowen Road and Milby Road.**

Mr. Fielder gave Council the history of this item from 2012 and the events surrounding the original SUP. The Planning & Zoning Commission heard this case on Monday and recommended approval to Council with the permit contingent of the sale to Nicole Myers.

Public Hearing Opened at 7:53 p.m.

Pat Myers spoke on behalf of Nicole Myers and explained the information they had received from TABC. He gave a brief summary regarding the purpose of his business and the SUP.

Public Hearing Closed at 7:54 p.m.

There was no discussion. Councilmember Surratt made a motion to approve Zoning Case Z-202 as presented. Councilmember Funderlic seconded the motion.

The Vote was as Follows:

Ayes: Surratt, Funderlic, Barrett, Adair, and Brewster.

Nays: None.

Abstentions: None

Mayor Paradise declared the motion passed unanimously.

ORDINANCE

- 6. Public Hearing, discuss, direct, and consider action on an Ordinance Amending the Town of Pantego Municipal Code of Ordinances Chapter 12 – Traffic & Vehicles, Article 12.05 – Parking, Stopping, Standing by Adding Restrictions, Regulations, and Removal of Some Terms; Containing a Savings Clause; Repealing all Ordinance in conflict Herewith, and Declaring an Effective Date.**

Town Council Minutes
July 14, 2014

Mr. Fielder introduced the Boat and RV ordinance and stated it includes the changes requested by Council and a comparison of the Peidmont, Oklahoma Ordinance. The differences are the Pantego Ordinance addresses aesthetic issues and the Peidmont Ordinance addresses the blocking of driveways and sidewalks.

Public Hearing opened at 7:56 p.m.

All speakers listed are against the passing of this ordinance as it is written.

Rob Jasper, 1707 Dickerson Dr., expressed appreciation for Council and stated he does not see any provision in the ordinance for a 26 foot trailer that is inside an enclosed garage stating they would be in compliance. He does not want the City to conduct themselves as an HOA. He just met the gentleman that owns an RV near him on Smith Barry Road and Stolper and if this ordinance eliminates that RV then he believes this ordinance is way too restrictive. He does not feel this RV is an eyesore. He owns a 37 foot RV at Lake Fork and if he was to bring it home he would not be compliant. He also owns a 20 foot bass boat with a 6 inch hydraulic jack plate, a 250 HP engine, and a trailer. He believes this is right at the 25 foot mark. He suggested easing up on the 30 foot from the curb, add language stating if a 25 foot trailer is stored in a garage it is accepted, provide 1 week in the driveway, and allow landowners who have enough property for this to sit on their property to do so. He asked for reconsideration of the ordinance.

Doug Bradham, 1604 Trail Glen Ct., expressed appreciation to Council and staff. He does not support the ordinance as it is written right now. It needs some retuning. He has had RV's the entire time he has lived here. He was here when Nora Street was rebuilt. At that time he asked the City for permission for the new driveway for an RV and was granted permission. This gave him an extra driveway on the side of the property. Then they were required to have a fence to screen the RV and it was put in place. He asked Council to fine tune this ordinance and asked does this ordinance represent the citizens they are serving.

Johnny Ed Scheuermann, 2701 Whispering Trail Cir., thanked Council for the opportunity to speak. He is in favor of allowing the residents the right to keep trailers, motor homes, campers and boats on their property as long as they are safely out of the way of traffic and does not cause damage to neighbors or properties. He believes when the items are moved to a storage lot it hurts the economy causing the neighbors to shell out more money to keep these items in places away from where they can protect them. If there is a bad storm with damaging winds they will know right away if their property has been damaged and can protect it at home instead of trying to get over to a storage lot. His trailer is 20 feet and asked if the length is measured from the tip of the tongue to the spare tire? He feels if he is limited to space then he may be limited in his purchase. He does not want to be restricted. The requirement of a rental lot affects our economic status and affects the residents who are on a fixed income.

Gordon Cannoles, 2818 Peachtree Ln., thanked Council for the opportunity to speak and thanked them for their job on council. He asked why this ordinance came up to begin with, whose idea was it, and prior to passing this ordinance was there any effort in attempting to find out how many residents would be affected by it. He feels the residents were not given any notice when this ordinance was built stating there were no public hearings or discussion before this was put in place. He state there was no consideration given to grandfathering boats and RV like the other ordinances.

Jim Wetmore, 1807 Conley Dr., asked several questions; such as how Council came up with the 25 foot restriction and not a 30 foot or 15 foot. His house is surrounded by a wood fence, the front has an iron gate, the house is L shaped, and is blocked by his neighbors. He asked why he has to abide by the 25 foot rule when his trailer is hidden and stored away. He would like to have some privacy on his property and would like to do things on his property. If Council changes the 25 foot restriction he will be happy.

Town Council Minutes
July 14, 2014

Wayne Couch, 1811 Roosevelt Ct., he would like to thank Council for their service to the City and understands they are as proud of the city as he is. He would like to thank Officer Meinke for closing his gate this morning after Mr. Couch left it open. He would like to present some alternatives; the side yard and back yard there should not be any restrictions, the front drive he suggested allowing 30 foot trailers and they should be allowed to be parked like cars and not allowed to overhang the sidewalk or the street. The last issue he addressed was the allowance to bring the vehicle home twice in a two week period. He expressed this is not good for weekenders who need Friday and Monday, which is four times in a two week period. He would like to request two 36 hour periods in lieu of a 72 hour period. He feels the twice in two weeks will work for some RV'ers who are loading and unloading but not the weekenders.

Ed Robertson, 1603 Arrowhead, has a long driveway on his property and has always had bass boats and a trailer. His trailer is okay and meets the 25 foot minimum. He is here to support the other members of the community who has issues with the 25 foot and parking rules. He would like the ordinance reconsidered instead of rubber stamping as it is now. Most RV's that are of any quality will be in the 25-30 foot range. He suggested making this restriction 30 foot as long as it is not sitting across the sidewalk. He believes 30 feet would incorporate a lot of RV's.

Michael DeGray, 3410 Peachtree Ln., thanked Council for bringing this back to the fore front. When he moved here from Amarillo there was not a requirement. Currently he owns a 22 foot deck boat and stated he is not covered when adding the tongue; however, he is still 35 feet from the curb line. This is far better than what was passed in 2012 and agrees with a lot of the residents who have already spoken. He does not feel residents should have to pay to store their boats.

Joe Box, 1701 Hilltop Ln., has left but has a check box for against this item.

Roger Owen, 2009 Silver Leaf Dr., appreciated the opportunity to speak and stated he was not aware of the ordinance. He has always been able to keep his boat in the driveway because that is what is convenient for him. He has listened to everyone tonight talk about their needs and wants and how to fix things for them. He believes the 25 foot seems to be an arbitrary number. He has a pontoon boat that is 20 foot long but the trailer sticks out about 4 foot in the front and motor about 2 feet, which is 27 feet total and puts him in violation. He believes he is 35 feet from the curb with his boat against the fence. He also has a 16 foot trailer that is kept behind the fence in the backyard. He cannot keep both of them there because he has to move one to get to the other and he cannot park the boat behind the fence it is too wide to get through the gate and he does not meet the height requirement. His boat sits about 9 feet tall with the cover on it. He believes any ordinance that states a person has to pay to store their boat or they are in violation is wrong. He feels nearly everything everyone said tonight covers their own needs and he is trying to cover every resident and say do away with the ordinance.

Nancy Tice, 2615 Smith Barry Dr., to sum up what everyone here is saying regarding pursuit of happiness you are trying to legislate our happiness. She believes the ordinance in 2012 was in the section of Nuisance and now it has been moved to the section of Traffic & Vehicles. She questioned if an ordinance can be moved like this. Council is updating an ordinance from a time when most trailers and boats were smaller. A lot of residents have lived here for a long time and when they purchased their vehicles there was not an ordinance. Updating is a good thing but what do you do with the people who purchased these items before the ordinance. She would like to see a grandfather clause for this ordinance. In the past Council has told people they can have an RV. She commented on the lack of people to voice their opinion that these items are an eyesore and do not look good in this town. She asked Council to reconsider and take some of these considerations into play.

Bob Burns, 2819 Peachtree Ln., he does not have a front drive but a side drive. He asked if Council has stopped to think these recreational vehicles exude wealth. It also makes the men do their honeydo's a lot quicker.

Randall Cates, 1502 Newsom Ct., he has always had a boat and has improved his property with a pad for his 24 foot boat on his 28 foot trailer. He thinks this ordinance discriminates not only from those who own RV's and trailers but from those who will come in wanting to buy our properties and cannot because they have a RV and a boat. He believes this ordinance needs to be washed away and not have an ordinance at all.

Public Hearing closed at 8:38 p.m.

Mayor Paradise thanked the speakers for their comments and answered questions raised on Public Information Requests and why this ordinance is currently under review. The City Secretary will keep the list of speakers and notify them when this item is on a future agenda. Councilmember Funderlic discussed the ordinance adoption procedures that require one public hearing and two readings before the passage of an ordinance. The Town Attorney, Jim Jeffrey's addressed the grandfather clause and stated he will review the rulings of a grandfather clause and possible permits for residents affected by the 25 foot restriction.

RESOLUTION

- 7. Discuss, direct, and consider action on a Resolution of the Town of Pantego in Support of the Application of David R. Warwick to the Texas Commission on Environmental Quality for a Municipal Settings Designation for the Properties located at 912 and 920 North Collins Street and Adjacent Right-of-Way on East Randol Mill Road in Arlington, Texas.**

Mr. Fielder presented this item and introduced Dick Record with Cirrus who gave a Power Point presentation of the application to Council. Council inquired about the depth and direction of flow for the plume and the distance to the nearest Pantego water well.

Councilmember Funderlic made a motion to adopt the Resolution of the Town of Pantego in support of the application by David R. Warwick to the Texas Commission on Environmental Quality for a Municipal Settings Designation. Councilmember Barrett seconded the motion.

The Vote was as Follows:

Ayes: Surratt, Funderlic, Barrett, Adair, and Brewster.

Nays: None.

Abstentions: None

Mayor Paradise declared the motion passed unanimously.

- 8. Discuss, direct, and consider action on a Resolution allowing the use of the Town Hall as a Precinct Polling Place on Election Day, November 4, 2014 by the Tarrant county Election Administrator.**

Discussed and passed with the consent agenda.

Council recessed into Executive Session at 9:30 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 Litigation Matters, to discuss pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – Denitech

Council reconvened from Executive Session at 10:06 p.m.

Mayor Paradise declared there was no action taken on the Executive Session items.

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

9. **Discuss, direct, and consider action on Authorizing the City Manager to purchase two replacement Ticket Writers using the Court Technology Fund.**

Discussed and passed with the consent agenda.

10. **Discuss, direct, and consider action on a Proposal from Henry Lewczyk, Vice President Marketing & Member Business Development with the Arlington Chamber of Commerce regarding the Town of Pantego becoming a member of the Arlington Chamber of Commerce.**

The Mayor introduced Henry Lewczyk to Council. Mr. Lewczyk gave a Power Point Presentation to Council on the purpose, mission, and strategic plans of the Chamber of Commerce and the benefits offered to the Town of Pantego as a President Advisory Group member. There was discussion on obtaining engagement from the Pantego businesses.

Councilmember Adair made a motion to approve the recommendation by the PEDC to join the Arlington Chamber of Commerce and to approve the \$10,000 annual membership fee to be paid by the PEDC Board. Councilmember Surratt seconded the motion.

The Vote was as Follows:

Ayes: Surratt, Funderlic, Barrett, Adair, and Brewster.

Nays: None.

Abstentions: None

Mayor Paradise declared the motion passed unanimously.

11. **Discuss, direct staff on the Introduction and scheduling work session to discuss the revised Zoning Ordinance.**

Discussed with the Consent Agenda and no action was taken.

12. **Discuss, direct, and consider action on appointing Members to the Finance Committee.**

Discussed and passed with the consent agenda.

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

14. **Discuss, direct, and consider action on an update from the City Manager regarding PantegoFest 2014.**

Mr. Fielder informed Council there are logistic items to consider; the rental of the restrooms, fence, tables, chairs, generators, etc. April Coltharp with Flair Events informed Council some of the estimates had changed since the packet was released and the pricing includes limited set up. She notified them Morgan Elam-Shine will open Pantego Fest Friday night. There has been \$8,300 worth of sponsorship money received and vendors are starting to sign up.

Town Council Minutes
July 14, 2014

Councilmember Surratt made a motion authorizing the City Manager to execute contracts with Taylor Rentals not to exceed \$9,300 and United not to exceed \$3,300. Councilmember Funderlic seconded the motion.

The Vote was as Follows:

Ayes: Surratt, Funderlic, Barrett, Adair, and Brewster.

Nayes: None.

Abstentions: None

Mayor Paradise declared the motion passed unanimously.

13. Discuss, direct, and consider action on the Introduction of the 2014-2015 Fiscal Year Budget by the City Manager.

Mr. Fielder delivered the Budget Workbook to Council and staff. Council set all Budget Workshop meetings to start at 6:30 p.m. Mr. Fielder explained the topics of each Budget Workshop meeting. The Mayor advised CRB to approve their budget by motion at their next meeting prior to Council discussion on the CRB Budget. Council requested all changes to be outlined as redlined version of the page containing the change.

COUNCIL INQUIRY

None.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 11:45 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

Town Council Minutes
July 28, 2014

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Town Council of the Town of Pantego, Texas, met in regular session at 6:30 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 28th day of July 2014 with the following members present:

Melody Paradise	Mayor
Jane Barrett	Council Members
Don Funderlic	
Fred Adair	
Don Surratt	

Members absent:

Russ Brewster	Mayor Pro-Tem
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constituting a quorum. The following staff members were present:

Matt Fielder	City Manager
Julie Arrington	City Secretary
Jim Jeffrey	Town Attorney
Chad Joyce	Community Development Director
Scott Williams	Public Works Director
Tom Griffith	Chief of Public Safety
Barry Reeves	Assistant Police Chief
Robert Coker	Assistant Fire Chief
Thressa Householder	

Also in attendance:

None.

WORK SESSION 6:30 P.M.

Mayor Paradise called the work session to order at 6:42 p.m.

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

1. City Manager Report

Mr. Fielder informed Council there is one dispatch position and one Public Works maintenance worker position left open. All Public Safety positions have been filled.

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

Council asked about the Microplex Purchase Order and if bids were received. Mr. Fielder assured them three bids were received. The issues are with the electricians and the electrical requirements for the Stolper Well. There was discussion on a warranty against damage to the system with the use of the surge protector.

3. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from July 14, 2014

Council would like to see the positive comments and suggestions made from the speakers during the public comments on the Boat and RV ordinance. There was discussion on the record

Town Council Minutes
July 28, 2014

retention of the Council meeting recordings. Council requested the retention to be on a future agenda. The minutes were pulled from the consent agenda for revisions.

Acceptance of Minutes of Boards and Commissions:

- Planning & Zoning minutes from April 7, 2014

No comments were given.

Council recessed into Executive Session at 6:55 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 551.074 to deliberate the appointment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee – Discussion of Planning & Zoning Commission appointment.

Council reconvened from Executive Session at 7:19 p.m.

Mayor Paradise declared there was no action taken on this Executive Session item at this time.

Ordinances

4. **Public Hearing, discuss, direct, and consider action on an Ordinance Amending the Town of Pantego Municipal Code: Appendix A Fee Schedule Article A 4.000 Police and Fire Department Fees by Revising Section A 4.001(d) Concerning Vendor and Solicitor Fees' Containing a Savings Clause; Repealing all Ordinances in Conflict Herewith; and Declaring an effective Date.**

Mr. Fielder introduced this item and informed Council this Ordinance brings the fee schedule up to date and allows the recently passed Vendor and Solicitor Ordinance fees to be collected. Mayor Paradise asked Council to take direction on the passage of this ordinance. The Council decided to pass this ordinance in one reading. There was discussion on other fees that are not in line with the recent contracts. Mr. Jeffrey explained in the Code Section A 1.007 provides for provisions of municipal service and if the Town agrees to fees established within the contract an ordinance revision is not needed.

Mayor Paradise adjourned the work session at 7:31 p.m.

REGULAR SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

Mayor Paradise called the regular session to order at 7:32 p.m. and welcomed everyone.

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

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

Councilmember Adair welcomed everyone to tonight's meeting.

Councilmember Barrett welcomed everyone.

Councilmember Funderlic welcomed everyone and thanked staff for their hard work.

Councilmember Surratt welcomed everyone and stated he appreciates everyone coming out tonight.

Mayor Paradise welcomed everyone and informed them Mayor Pro-Tem Brewster will be absent for tonight's meeting.

HONORS/RECOGNITION

Mayor Paradise asked Assistant Police Chief Reeves to join her in front of the Dias; along with Officer Christine Hubbell and her Mother. Assistant Police Chief Reeves introduced Officer Christine Hubbell and gave a background of her duties as a dispatcher for the City of Pantego. He discussed the opportunity to send an employee to the Police Academy and the honor in making the decision for her to attend. He expressed his satisfaction in her progress and her abilities to lead a team of students. Officer Hubbell's Mother pinned her badge onto her uniform and Mayor Paradise swore her in as a Police Officer.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Councilmember Barrett informed Council there has not been a meeting since the last Council meeting. She reminded the audience the next Movie Night in the Park is Saturday August 9th and will show Despicable Me 2.

Pantego Youth Leadership Council

Mayor Paradise explained the group is currently on summer vacation until August. The City Secretary will start preparations for the new year.

PEDC REPORT

Councilmember Adair informed Council the Board discussed PantegoFest and approved the purchase of the shopping bags, the Chamber of Commerce and the different groups. The boardmembers volunteered for the groups they were interested in. The Board also discussed the painting of the park equipment and facility's.

CITIZENS OPEN FORUM

None.

APPROVAL OF CONSENT AGENDA ITEMS

Councilmember Funderlic made a motion to approve the Consent Agenda items 1 – 3 except the July 14th minutes. Councilmember Barrett seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None

Abstention: None

Mayor Paradise declared the vote passed unanimously.

PUBLIC HEARING

- 4. Public Hearing, discuss, direct, and consider action on an Ordinance Amending the Town of Pantego Municipal Code: Appendix A Fee Schedule Article A 4.000 Police and Fire Department Fees by Revising Section A 4.001(d) Concerning Vendor and Solicitor Fees' Containing a Savings Clause; Repealing all Ordinances in Conflict Herewith; and Declaring an effective Date.**

Town Council Minutes
July 28, 2014

Mayor Paradise opened the Public Hearing at 7:56 p.m.
No comments were given.
Mayor Paradise closed the Public Hearing at 7:56 p.m.

Councilmember Surratt made a motion to approve Ordinance 14-743 as discussed in the work session. Councilmember Adair seconded the motion.

The Vote was as follows:
Ayes: Surratt, Funderlic, Barrett, and Adair
Nays: None.
Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

Council recessed into Executive Session at 7:58 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 551.074 to deliberate the appointment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee – Discussion of Planning & Zoning Commission appointment.
 3. Pursuant to Government Code Section 551.074 to deliberate the appointment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee – six month evaluation of the City Secretary.

Council reconvened from Executive Session at 9:11 p.m.

Mayor Paradise declared there was no action taken on the Executive Session items 1 and 3.

Executive Session Item #2

Councilmember Surratt made a motion to appoint Clifton Cassell to the Planning and Zoning Commission Place 5. Councilmember Funderlic seconded the motion.

The Vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair
Nays: None
Abstentions: None

Mayor Paradise declared the vote passed unanimously.

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

6. **Discuss, direct, and consider action on an update from the City Manager regarding PantegoFest 2014**

Mr. Fielder introduced April Coltharp and informed Council she has created a budget for Council to look over. Ms. Coltharp went over the budget line items and discussed commitments by sponsorships and vendors. She is still receiving quotes for stages and has been talking to radio corporations for advertisement. There was discussion on previous year's photo and information.

She has developed a PantegoFest 2014 Facebook page and website. Council inquired if the information will be inserted into the water bills. There was discussion on advertisement the day of the event. Ms. Coltharp informed Council of some of the activities she has finalized; such as the Chili Cook-Off with the Lion's Club, the Pet Parade, a pie cook-off and eating contest, a 5K fun run, and Texas Fitt will hold a group work out and warm up. There was discussion on having pet adoption services during the pet parade.

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

5. Discuss, direct, and consider action on the Sewer Transmission Line located on Smith Barry Road.

Mr. Williams presented Council with a video of the inside of the 8 inch clay pipe transmission line located Smith Barry and Roosevelt; along with four quotes for repairs. He explained the issues with the transmission line, the cause of the many breaks in the line, and the procedures for repair. There was discussion on the infiltration of rain water and the additional cost associated with it and how much of the Town's overall flow travels through this line. Mr. Joyce informed Council this line covers all of Highway 303 located in the Town and Roosevelt. There was discussion on the length of time for completion of the project. There was clarification on the location of the break in the transmission line and traffic control.

Councilmember Surratt made a motion to authorize the City Manager to enter into a contract with the Graytex estimate not to exceed \$8,500 as discussed with staff. Councilmember Barrett seconded the motion.

The Vote was as followed:

Ayes: Surratt, Funderlic, Jane Barrett, Fred Adair
Nays: None
Abstention: None

Mayor Paradise declared the vote passed unanimously.

COUNCIL INQUIRY

None.
None.

BUDGET WORK SESSION

7. Discuss and Review the budget for the Fiscal Year 2014-2015.

Due to the Finance Director, Ariel Carmona, being out sick this item was not discussed.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 10:22 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

**Planning and Zoning Commission
Minutes July 7, 2014**

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Planning and Zoning Commission of the Town of Pantego, Texas, met in regular session at 7:00 p.m. in the Town Council Chambers, 1614 South Bowen Road, Pantego, on the 7th day of July 2014 with the following members present:

Stephen Smith	Chairman
John Richards	
John Kushma	
Randy Siddens	

constituting a quorum. Staff present was:

Matthew Fielder	City Manager
Chad Joyce	Community Development Director
Chelsea Nelson	P&Z Secretary

Additionally:

Don Surratt	Council Member
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(The following items were considered in accordance with the official agenda posted on the 4th day of July 2014.)

REGULAR SESSION 7:00 P.M.

CALL TO ORDER AND GENERAL COMMENTS

Chairman Smith called the regular session to order at 7:06 PM.

PLEDGE OF ALLEGIANCE

Invocation by Chelsea Nelson which was followed by the Pledge of Allegiance.

OFFICER ELECTION

Commissioner Richards made a motion to nominate Commissioner Smith to be chairman. Commissioner Siddens seconded the motion. The motion passed unanimously. Commissioner Siddens made a motion to nominate Commissioner Kushma to be the Vice Chairman. Chairman Smith seconded the motion. The motion passed unanimously.

APPROVAL OF MINUTES

1. Approval of Planning and Zoning Minutes

Commissioner Kushma made a motion to approve the minutes from April 4, 2014. Commissioner Richards seconded the motion. The motion passed unanimously.

NEW BUSINESS

1. **Public hearing and consider a recommendation on Zoning Case Z-202, a proposed Special Use Permit as requested by Pat Myers to allow the sale of beer for on-premise and off-premise consumption at an existing business located at 2420 W. Park Row Drive, Tract 1A5B of the William J Barry addition, Pantego, Tarrant County, Texas. The property is generally located on the south side of W. Park Row Drive between S. Bowen Road and Milby Road.**

Chairman Smith opened the Public Hearing at 7:12 pm.

Business owner Pat Myers discussed Zoning Case Z-202.

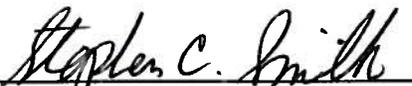
Chairman Smith closed The Public Hearing at 7:14 pm.

The board asked for clarification on what exactly Mr. Myers was asking for and how he planned to accomodate his request. Mr. Meyers informed the board that his daughter will own the business in question. She will be the person to hold the Special Use Permit. The board questioned why the permit was not applied for in her name in the first place. Councilmember Surratt explained the previous Special Use Permit was applied for by Mr. Myers and was withdrawn after becoming aware that the Texas Alcohol and Beverage Commission has a law against a liquor store and a on/off premise beer business being owned by the same owner. The board asked Community Development Director, Chad Joyce, to clarify what the Special Use Permit must entail. Mr. Joyce and City Manager, Matthew Fielder, explained that the Texas Alcohol and Beverage Commission and the Special Use Permit were completely separate processes.

Resident, Beverly Siddens (1710 Robin Road Pantego, TX 76013) voiced concerns about transferring ownership without Mr. Myers's daughter present. Commissioner Kushma explained that the Special Use Permit will not bind Mr. Myers's daughter to ownership but will only require the Special Use Permit only apply to the business when and if Mr. Myer's daughter obtains ownership. Mr. Myers stated that his daughter's name is Nicole Lee Myers and that she will be owning the business being discussed. Commissioner Kushma moved to recommend approval to Council of the Special Use Permit contingent upon ownership being transferred to Nicole Lee Myers. Commissioner Richards seconeds the motion. The motion passed unanimously.

ADJOURNMENT

Chairman Smith declared the meeting adjourned at 7:41 p.m.


Stephen Smith, Chairman

ATTEST:


Chelsea Nelson, Planning & Zoning Secretary

**Community Relations Board Minutes
June 3, 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 3rd day of June, 2014 with the following members present:

Barbara Rogers	Chair
Annie Johnston	Secretary
Lothar Heller	Board Members
Chuck White	

The following staff members were present:

Jennifer Pauley	Staff Liaison
Matt Fielder	City Manager

REGULAR SESSION 7:00

Chair Barbara Rogers called the meeting to order at 7:04 p.m.

PLEDGE OF ALLEGIANCE

OLD BUSINESS

Approval of Minutes: May 7, 2014. Chuck White moves to approve 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. Movie Nights

The Summer Movie nights will be held at the park on June 14, July 12, and August 9. Movies will begin at approximately 9:00pm. The Lions Club will be selling popcorn and water at the events.

The board requested assistance from Public Works to help set up the movie screen. We will also need the sound system, projector, and two tables.

The board discussed having a local business sponsor a movie night in September. The sponsorship could include the full price of the movie or a partial donation. The board suggested the PEDC "meet-and-greets" would be a good place to inquire about sponsorships and member Chuck White volunteered to reach out to some local businesses.

2. Current Budget

The Board will submit a request for a 2014 FY budget increase to Town Council. This request will be presented to Council on June 9.

The current expenditures for the Memorial Day event total \$991.40.

As a reminder, the town currently holds accounts with Lowes, Sams Club, and Ace Hardware.

3. 2015 Budget

The City Manager has requested the board submit a budget proposal to the town by the end of June. The proposal should outline the amount requested for each event the board organizes. These events include: Halloween, Candy Train/Tree Lighting, Easter, Memorial Day, and Summer Movie Nights.

CRB MEMBER INQUIRY

No inquiries at this time.

ADJOURNMENT

Chairperson Rogers adjourned the regular session at 7:58 p.

APPROVED:

Barbara Rogers
Barbara Rogers, Chair



ATTEST:

Annie Johnston
Annie Johnston, Secretary



AGENDA BACKGROUND

AGENDA ITEM: Honors and Recognitions

Date: August 11, 2014

PRESENTER:

Melody Paradise, Mayor

BACKGROUND:

Council will honor Christine Hubbell on her recent graduation from the Police Academy and Blake Slater for his promotion to Lieutenant.

Council will welcome part-time Firefighter Lance Westman to a full-time Firefighter position and two new firefighters Ben Ogletree and David Nock to the Pantego Fire Department.

FISCAL IMPACT:

None.

RECOMMENDATION:

N/A

ATTACHMENTS:

Oath of Office for all three firefighters.

Director's Review: lea
City Manager's Review: MDF

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Lance Westman, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Firefighter of the Town of Pantego, State of Texas, and will to the best of my ability to preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Lance Westman

SWORN to and subscribed before me by Lance Westman on this 11th day of August 2014.

Melody Paradise, Mayor

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, David Nock, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Firefighter of the Town of Pantego, State of Texas, and will to the best of my ability to preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

David Nock

SWORN to and subscribed before me by David Nock on this 11th day of August 2014.

Melody Paradise, Mayor

In the name and by the authority of
The State of Texas

OATH OF OFFICE

I, Ben Ogletree, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Firefighter of the Town of Pantego, State of Texas, and will to the best of my ability to preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Ben Ogletree

SWORN to and subscribed before me by Ben Ogletree on this 11th day of August 2014.

Melody Paradise, Mayor



AGENDA BACKGROUND

AGENDA ITEM: Public Hearing, discuss, direct, and consider action on a recommendation from the Planning & Zoning Commission regarding Zoning Case Z-203, a proposed renewal of the Special Use Permit as requested by Ann Farrell (Annie's Freeze) to continue use of a snow cone stand business located at 2304 West Park Road Drive, Tract 1A3, 1A3A, 1A3B, 1A5, 1A5A, 1A5B, and 1A5C of the William J Barry Survey, Pantego, Tarrant County, Texas. The Property is generally located on the south side of West Park Row Drive between South Bowen Road and Milby Road.

Date: August 11, 2014

PRESENTER:

Chad Joyce, Community Development Director

BACKGROUND:

Ann Farrell owns Annie's Freeze a snow cone stand located on Park Row. Two years ago the P & Z Commission and Council approved an SUP for this business. It is set to expire this month. The P & Z Commission is recommending approval of the SUP for another two years with an additional condition the SUP does not transfer ownership and with the removal of the condition stating "The concession trailer shall not remain in public view if not in operation for a period of more than fourteen (14) days". The Town Council will need an affirmative vote of four of its members to pass this ordinance.

FISCAL IMPACT:

Administrative Fee of \$300 that has already been paid

RECOMMENDATION:

Staff recommends the approval of Zoning Case Z-203.

ATTACHMENTS:

Ordinance 14-744 Zoning Case Z-203

Director's Review: lea
City Manager's Review: MDF

ORDINANCE NO. 14-744

AN ORDINANCE OF THE TOWN OF PANTEGO AUTHORIZING THE RENEWAL OF A SPECIAL USE PERMIT ISSUED TO ANN FARRELL (ANNIE'S FREEZE) TO CONTINUE USE OF A SNO CONE STAND BUSINESS LOCATED AT 2304 WEST PARK ROW DRIVE, TRACTS 1A3, 1A3A, 1A3B, 1A5, 1A5B AND 1A5C OF THE WILLAM J BARRY SURVEY, PANTEGO, TARRANT COUNTY TEXAS; AND DECLARING AN EFFECTIVE DATE. 72

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, Chapter 14, Section 14.02.513(5) of the Town of Pantego Municipal Code allows for an exception of any public or government building or use not elsewhere permitted in a particular district; and

WHEREAS, the Planning & Zoning Commission as required by Chapter 211 of the Texas Local Government Code has duly published a Notice of Public Hearing in the Fort Worth Commercial Recorder, the official newspaper for the Town of Pantego, on July 25, 2014; and

WHEREAS, the Planning and Zoning Commission has received and reviewed the application from Ann Farrell and has determined that it complies with all requirements for the Special Use Permit; and

WHEREAS, the Commissioners recommend approval of this application at their regularly scheduled meeting on August 4, 2014; and

WHEREAS, the Town Council by affirmative vote of four of its members may by ordinance authorize special use permits; 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 Councilmember's 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 THAT:

SECTION 1:

The Town Council authorizes the Special Use Permit for the use of a snow cone concession trailer located at:

Tracts 1A3, 1A3A, 1A3B, 1A5, 1A5B and 1A5C of the William J Barry Survey in Pantego, Tarrant County, Texas
2304 West Park Row Drive, Pantego, Texas

as requested by Ann Farrell.

SECTION 2:

This Special Use Permit shall have the following stipulations:

- The concession trailer shall be of the same quality and specifications as the attached Exhibit A
- The concession trailer shall be placed according to a site plan approved by the Community Development Department
- This Special Use Permit shall expire in two years and is non-transferrable to new owners.

**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:
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 11th DAY OF AUGUST 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

APPROVE AS TO FORM:

Jim Jeffrey, City Attorney

-EXHIBIT A-

**SPECIFICATIONS FOR
SNOW CONE TRAILER**

SnoWizard SW-714 Pro-Deluxe Shaved Ice Trailer

with Vintage VW graphics

All-Fiberglass Shaved Ice Trailers

SnoWizard shaved-ice and concession trailers are all manufactured of rust-free fiberglass, which is lightweight, durable, and easy to maintain. The technology is virtually maintenance free with permanent gel coat on all interior and exterior surfaces that can be wiped or hosed down with soap and water. Our modern sleek design with a smooth exterior makes them ideal for graphic applications.



Fiberglass gel coating exterior for low maintenance and tandem axles on our 7-foot wide models provide for safer and smoother towing.



Double serving windows with a lighted awning provides great visibility for the operator and customers, day and night. Allows for quicker service that results in higher profits.

Nobody beats the Wig! 

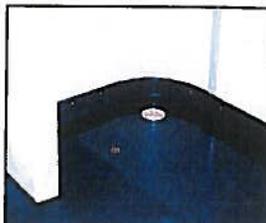
- Non-skid Interior Fiberglass Floor
- Smooth Gel-Coated Fiberglass Interior & Exterior
- 13,000 BTU Air Conditioner
- Integrated Stabilizing Jacks on all Corners
- 7' 10" Double Serving Window with Fixed Center
- 6' X 8" Fold-out Stainless Steel Serving Counter
- 8" Overhead Storage Shelves on all Sides
- Lighted Serving Window Awning
- Power Gas-assisted Serving Window Openings
- Locking Entry Door with Deadbolt
- Recessed Ceiling Twin Fluorescent Lights
- 30/50 AMP 110/220 Volt Service Panel
- Five Duplex 110-volt GFI Outlets
- Three wide Fiberglass Counters
- Hose-down Interior with four floor drains
- Fully Insulated Walls, Ceiling and Floor
- Commercial Freezer with 10-year Warranty
- 6' High Broom/Mop/Apron Storage Closet
- Molded Serving Bottle Racks
- Slotted Shelf for 24 Gallons of Flavoring
- Integrated First-Aid Kit
- Dry-Erase Message Board
-
- Complete Water System
- Four Stainless Steel Sinks
- 28.5 GL Fresh and 42.5 GL Waste Tanks
- 6 Gallon 110V Hot Water Heater
- 110 Volt Demand Pump
- Ice-shaver Water Sprayer
-
- Tubular Steel Frame
- Undercoating
- 3500 LB Torsion Axles
- B78 x13 6-ply Tires & White Wheels
- Clearance Marker Lights
- Two-wheel Electric Brakes
- Fully Detachable Hitch & Tongue
- 2" Ball Coupler & Towing Chains
- Tongue Swivel Jack



Double-fluorescent light fixtures recessed in ceiling.



Full 7' interior width and 7' height provides a wide, comfortable work space with plenty of storage.



Durable, hose down, non-skid fiberglass floor with 4 floor drains.



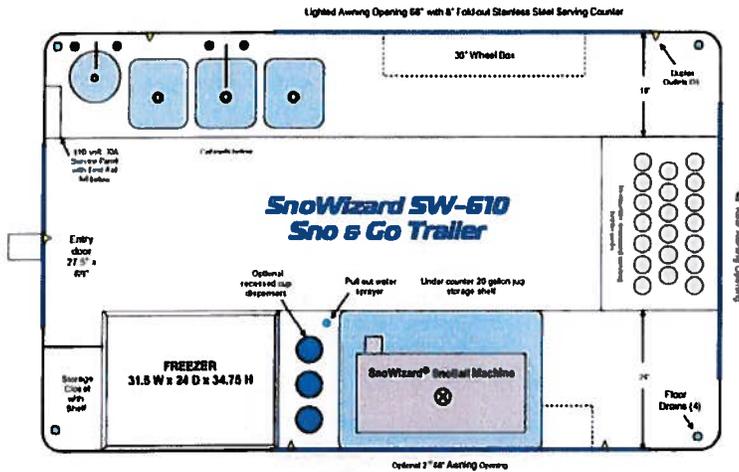
Storage closet for aprons, mop, broom, flags or any tall items.



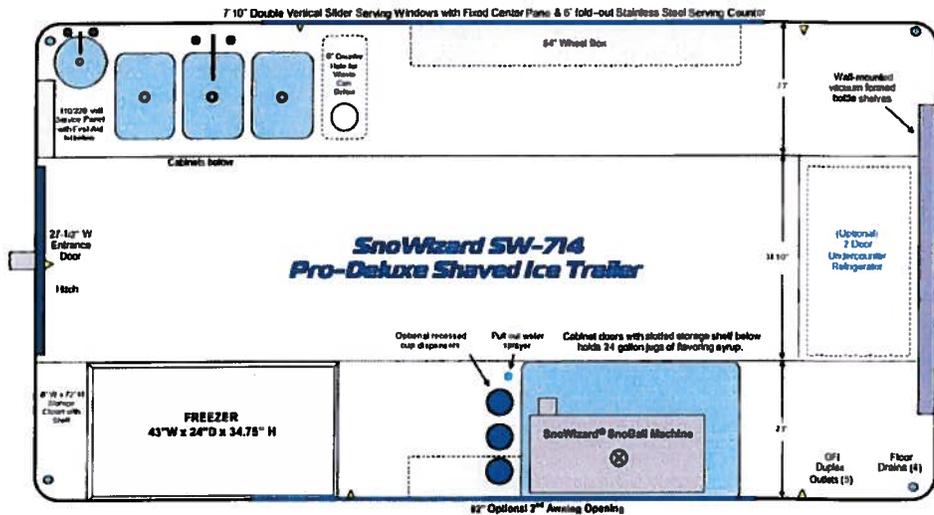
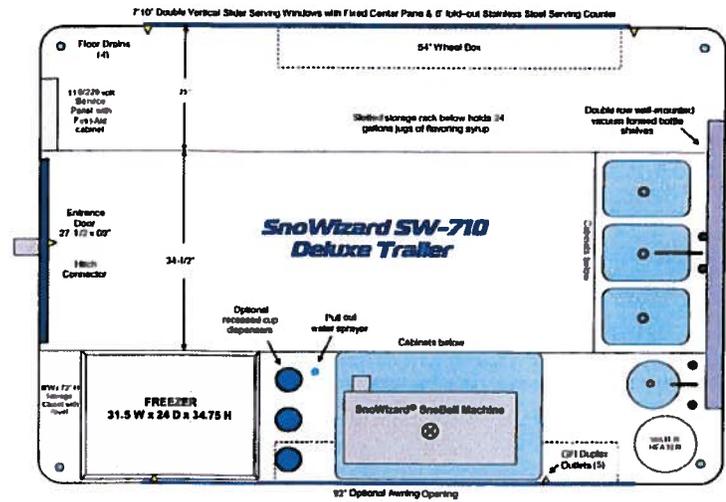
Overhead shelves on all sides for storage or display.

Choose from 3 different sizes

- All models have unprecedented storage space for stocking supplies and displaying additional items like candy and chips.
- Counters on 3 sides provide an abundance of space for adding other concession equipment such as hot dogs, nachos, popcorn and more.
- Fully insulated walls, floor and ceiling assure a comfortable interior workspace, with or without the air conditioner running.
- Sticky syrups, spilled sugar and other messes are no problem with our smooth, seamless and fully washable fiberglass interior. Simply hose down the counters, walls and the floor and your interior is sparkling clean.
- Full 7' interior width and height on our SW-710 & SW-714 models provide a wide, roomy workspace that allows two people to work side by side, efficiently and unrestricted, without any feeling of confinement.

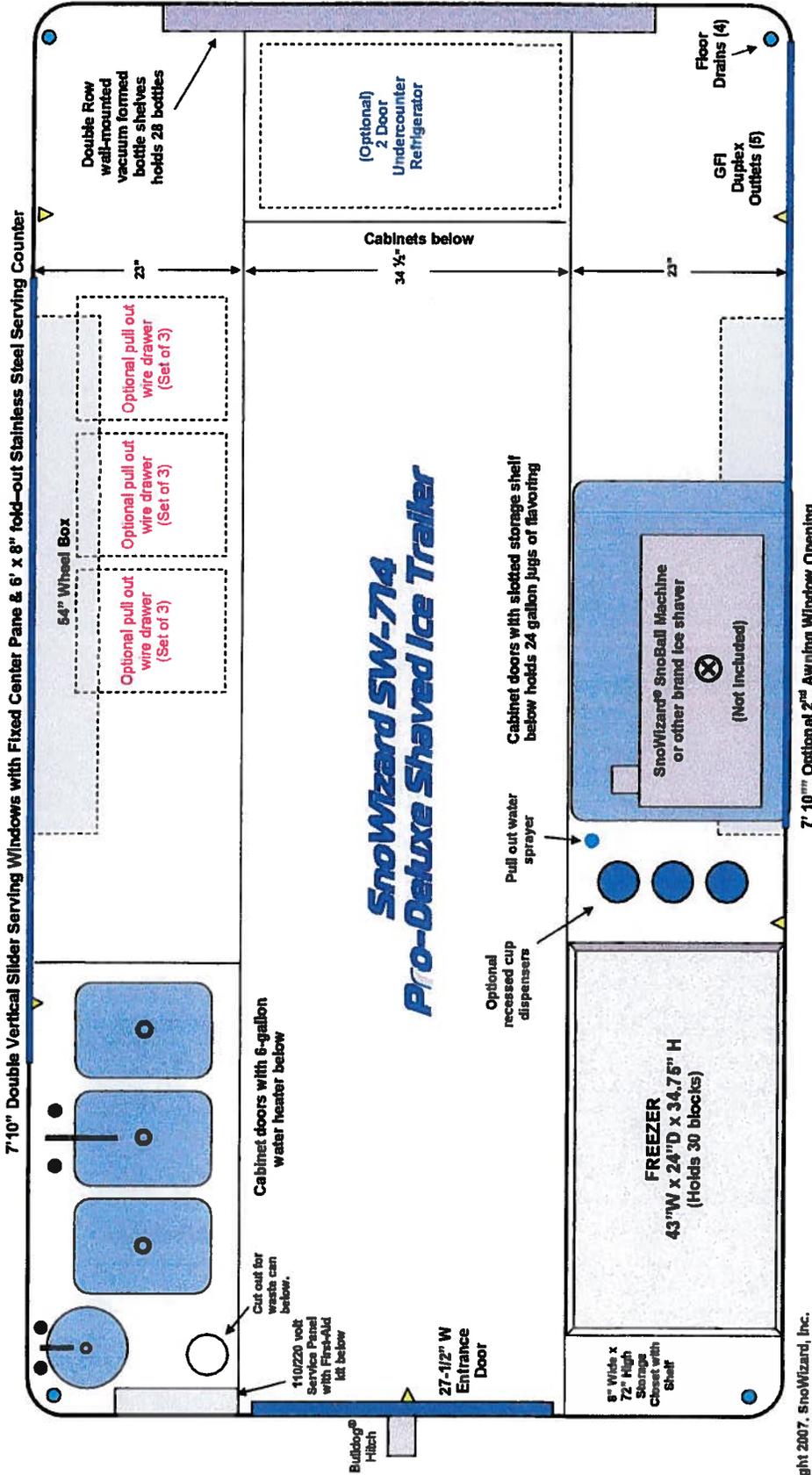


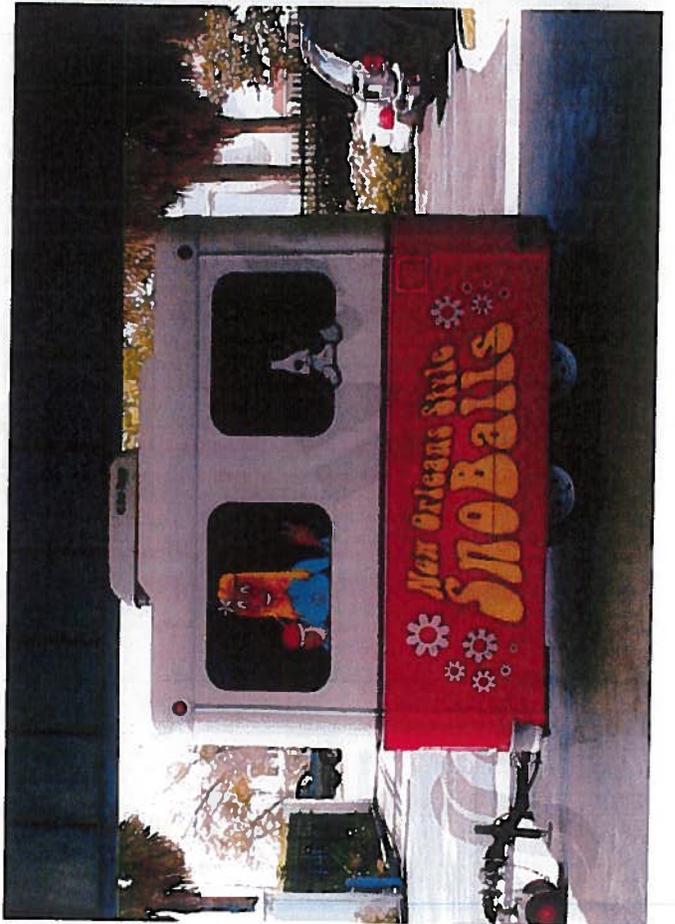
Dimensions	SW-610	SW-710	SW-714
Overall Width	6' 1"	7' 1"	7' 1"
Overall Length	10' 2"	10' 2"	14' 2"
Overall Height	8'	8'9"	8'9"
Inside Width	70"	7'	7'
Inside Length	10'	10'	14'
Inside Height	7'	7'	7'
C.F. Interior Space	408	490	686
Gross Weight (base unit)	1550 lbs	1650 lbs	1850 lbs
Axes	(1) 3500	(2) 3500	(2) 3500
Avg. Tongue Wgt.	200 lbs	300 lbs	450 lbs
Tongue Length	36"	36"	36"
Hitch Height	20"	20"	20"
Coupler	2" ball	2" ball	2" ball
Tires (6 ply)	B78x13	B78x13	B78x13



- Infinitely adjustable integrated stabilizer jacks on all corners assure a level trailer on any hard surface.
- Use as a permanent base unit, or at special events that yield higher volume profits.
- The compact size of our SW-610 is designed for those that prefer to Run-a-Route and contains all the features of our larger models.
- Perfect for catering birthday parties and other special events.
- 6-year manufacturers limited warranty.

7 X 14







AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on a Resolution of the Town of Pantego Authorizing the City Manager to enter into a Capital Lease Agreement with Frost Bank for the Financing of One Police Vehicle, One Court Vehicle, and One Community Development Truck.

Date: August 11, 2014

PRESENTER:

Ariel Carmona, Finance Director

BACKGROUND:

These vehicles were purchased earlier this year with cash. At the direction of Council staff obtained a lease agreement for these vehicles.

FISCAL IMPACT:

Four annual payments of \$26,010.67 due on August 15th of each year for a total of \$100,646.82. This includes an interest rate of 2.1460%.

RECOMMENDATION:

Staff is at the discretion of Council

ATTACHMENTS:

Capital Lease Agreement

Director's Review: ICA
City Manager's Review: MDF



FROST BANK
100 West Houston Street - c/o Frost Leasing
San Antonio, Texas 78205

July 25, 2014

Town of Pantego, Texas
Attention: Matthew Fielder
1614 S Bowen Rd
Pantego, TX 76013

RE: Lease Number 774732897-002

Dear Mr. Fielder:

Thank you for choosing the Frost Bank to handle your finance needs. Enclosed please find for your signature the following documents necessary to complete your lease transaction:

Municipal Equipment Lease/Purchase Agreement
Exhibit A and Exhibit B

Additionally, please find the following documents which you will need to have prepared on the City's letterhead, complete, sign and return with the lease agreement:

ESSENTIAL USE LETTER, INCUMBENCY CERTIFICATE, MEETING MINUTES to include the Reimbursement Resolution, and the IRS LETTER which will need to include a completed copy of the appropriate IRS form submitted to them and the Certified Mail Receipt # used to submit the letter to the IRS, Power of Attorney forms to process title transfers.

The last document is a sample "Opinion Letter" to be completed by the City's counsel. This letter is to be prepared on counsel's letterhead.

We will require a copy of your drivers license to process the title transfers.

Attached is the ADVANCE PAYMENT BILLING INVOICE. Please include your check for the amount due. This represents any lease fees for your transaction and the advance billing of your first lease payment.

I have also included a prepaid return overnight package to my attention to expedite the return of these documents to me. (You may call 1-800-800-8984 for "LSO" pickup if you do not have a drop box convenient to you.) If you have any question, please do not hesitate to contact me. My direct number is 210-220-4366.

Sincerely,

Teresa Hilton
Lease Documentation
210-220-4366



FROST BANK
c/o Frost Leasing
100 West Houston Street
San Antonio, Texas 78205

Municipal Equipment Lease/Purchase Agreement

Number 774732897-002 dated as of July 25, 2014

THIS MUNICIPAL EQUIPMENT LEASE/PURCHASE AGREEMENT (this "Agreement") dated as of July 25, 2014 by and between Town of Pantego, Texas ("Purchaser") having its principal place of business at 1614 S Bowen Rd., Pantego, Texas, 76013 (said state being referred to throughout this Agreement as the "State") and FROST BANK ("Bank").

WITNESSETH

WHEREAS, with regard to any Equipment (hereinafter defined) not owned by Purchaser, Bank owns or can acquire such Equipment and Purchaser desires to lease/purchase said Equipment through the financing herein provided;

WHEREAS, Purchaser may desire to lease/purchase equipment under this Agreement from time to time whereby this Agreement shall apply to all such additional lease/purchases.

NOW, THEREFORE, in consideration of the covenants herein, the parties agree by entering into this Agreement, including all related Acceptance Certificates (as hereinafter defined), as amended from time to time, as follows:

I. Assignment to Bank; Sale to Purchaser; Term; Security Interest; Tax Certifications.

Section 1.1. **Assignment to Bank.** Purchaser assigns to Bank all rights, if any, which Purchaser has or may hereafter acquire in the personal property (the "Equipment") identified specifically in any Exhibit marked as an Exhibit "B" hereto as dated from time to time (the "Installment Payment Schedule") which exhibits set forth various matters related to such Equipment and related purchase orders (the "Purchase Orders"), as issued to any supplier of Equipment (a "Vendor") reserving to Purchaser, however, so long as Purchaser is entitled to possess the Equipment, all rights to property (other than the Equipment itself) and service that Vendors are obligated to provide. Purchaser irrevocably constitutes Bank its true and lawful attorney-in-fact with full power to demand, receive, and give acquittance for all moneys and claims with respect to Purchase Orders, to endorse any related instruments and to institute any proceedings which Bank deems advisable.

Section 1.2. **Delivery Acceptance.** Bank shall cause the Equipment to be delivered to Purchaser at the Equipment Location (as specified in the applicable Exhibit "B"), and Purchaser shall accept the Equipment as soon as it has met the acceptance criteria specified in the applicable purchase documents. Purchaser shall irrevocably accept the Equipment under lease and shall evidence the commencement of the lease with respect thereto by executing and delivering to Bank an acceptance certificate in the form attached as Exhibit "A" (an "Acceptance Certificate").

Section 1.3. **Sale to Purchaser.** Subject to the terms hereof, Bank will sell each item (an "Item") of Equipment to Purchaser, and Purchaser will purchase each Item from Bank by making the installment purchase payments (the "Installment Payments") according to the Installment Payment Schedule. The cost of each Item, delivery and installation charges, Bank's legal expenses, origination fees, and all other related costs will be included in the total cost of the Item as shown in each Exhibit "B."

Section 1.4. **Term.** This Agreement will be effective on the date hereof. With respect to any Item, except as may be otherwise specifically provided in this Agreement, the obligation to make the Installment Payments provided for in this Agreement and as set forth in each Installment Payment Schedule hereto will begin on the execution of an Acceptance Certificate and expire or terminate upon the first to occur of: (a) the end of the fiscal year of Purchaser ("Fiscal Year") during which an Event of Nonappropriation (as defined in Section 2.6 below) occurs; (b) an optional payment date as specified in Exhibit "B" hereto ("Optional Payment Date") upon which date the Purchaser may prepay the price of an Item (the "Option Price"); (c) an event of default, as defined in Article V below ("Event of Default"), and a termination of Purchaser's possession of the Item; or (d) the later of the last installment payment date ("Installment Payment Date")

specified in Exhibit "B" or the date on which all Installment Payments are paid. Expiration or termination of this Agreement will terminate all obligations of Purchaser with respect to such Item (except to the extent moneys have theretofore been appropriated for such purpose). Upon termination described in clause (a) or (c) above, title to the Item shall thereupon be deemed transferred to Bank.

Section 1.5. Title. Title to each Item will pass to Purchaser upon the execution and delivery of an Acceptance Certificate subject to the Bank's rights hereunder. Purchaser will keep each Item free of all encumbrances except Bank's purchase money security interest.

Section 1.6. Security Interest. To secure payment of all amounts due under this Agreement and to secure the performance and observance by Purchaser of all the covenants expressed or implied herein, Purchaser hereby grants a purchase money security interest in the Equipment to Bank in accordance with the Uniform Commercial Code or other applicable code of the State, said security interest to also cover all of Purchaser's interest (whether ownership or otherwise, and whether presently existing or hereafter acquired) in and to any and all the following: (i) future replacements, betterments, substitutions and additions to any of the Equipment; (ii) rentals, deposits, and other sums as may become due Purchaser as lessor under any and all leases of any Equipment, whether written or oral; (iii) purchase contracts or similar agreements (and all rights of Purchaser thereunder) executed by Purchaser and any other individual or entity pursuant to the terms of which such individual or entity has contracted to purchase from Purchaser the Equipment or any part thereof; and (iv) proceeds of the Equipment or any of the foregoing, including, without limitation, all condemnation or insurance proceeds arising out of or with respect to the Equipment or any of the foregoing.

Section 1.7. Tax Certification and Indemnification.

(a) Purchaser agrees and certifies as follows: (1) Moneys on deposit in any fund or account related to this Agreement will not be used in a way that will cause the interest component of any Installment Payment to be includable in Bank's gross income for federal tax purposes; (2) No use will be made of proceeds of this Agreement, or any funds or accounts of Purchaser which may be deemed to be such proceeds, which would cause this Agreement to be an "arbitrage bond" under section 148 of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder (the "Code"). Purchaser will comply with the requirements of section 148 of the Code; (3) Purchaser will not take, cause to be taken or fail to take any action, the result of which would cause the interest component of any Installment Payment to be ineligible for exclusion from Bank's gross income under section 103 of the Code or would cause this Agreement to be a "private activity bond" or to fail to meet any applicable requirement of section 149 of the Code; (4) Purchaser will timely file the information report required by section 149(e) of the Code (Form 8038-G or 8038-GC), and promptly provide to Bank evidence of Purchaser's filing of all necessary documents with the Internal Revenue Service; (5) This Agreement will not at any time be a "private activity bond" (as defined in section 141 of the Code); (6) the reasonably anticipated amount of tax exempt obligations as described in section 103(a) of the Code ("Tax Exempt Obligations") (including this Agreement and qualified 501(c)(3) bonds and excluding other private activity bonds) that will be issued by Purchaser and its subordinate entities during any calendar year in which an Acceptance Certificate is delivered will not exceed \$30,000,000. Not more than \$30,000,000 of obligations issued by Purchaser during any calendar year in which an Acceptance Certificate is delivered will be designated by Purchaser as a "qualified tax exempt obligation" for purposes of section 265(b)(3) of the Code. This Agreement has been entered into on the basis that Bank will be entitled to the exception contained in section 265(b)(3) of the Code (the "Exception") with respect to the deduction of interest expense allocable to tax-exempt interest. The Purchaser hereby designates this Agreement as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code. If, as a result of the falsity or breach of Purchaser's representations or agreements in this Section 1.7, Bank will not have or will lose the right to claim the Exception, upon thirty (30) days' written notice to Purchaser by Bank, Purchaser shall, to the extent permitted by this Agreement and by applicable law, pay Bank an amount which, in the reasonable opinion of Bank and after deduction of all taxes required to be paid by Bank with respect to receipt of such amount, will cause Bank's net after-tax return over the term of this Agreement to equal the net after-tax return that would have been available if Bank had been entitled to the Exception.

(b) Purchaser is exempt from the arbitrage rebate requirements of section 148(f) of the Code because: (1) Under section 148(f)(4)(D) of the Code (i) it is a political subdivision of the State with general taxing powers and is not a subordinate entity of any other political subdivision, (ii) this Agreement will not at any time be a "private activity bond" (as defined in section 141 of the Code), (iii) 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Purchaser within the meaning of section 148(f)(4)(D)(i)(III) of the Code, (iv) Purchaser has not issued any Tax Exempt Obligations in the current calendar year other than this Agreement and those referenced in Section

1.7(a) above, (v) the aggregate face amount of all Tax Exempt Obligations (other than private activity bonds), including this Agreement, which will be issued by Purchaser and its subordinate entities during the calendar year in which an Item is delivered will not exceed \$5,000,000; or (2) Purchaser is entitled to the exception under section 148(f)(4)(B)(1) of the Code because the gross proceeds (as defined in section 148(f)(6)(B) of the Code) of this Agreement (including costs of issuance) will be expended for and allocated to the governmental purposes of this Agreement within six months after the date hereof.

(c) To the extent Purchaser fails to qualify for either of the above rebate exceptions, it will (i) timely pay to the United States any payments necessary to preserve the tax-exempt status of the interest component of the Installment Payments (provided, that this Section is not intended to create a debt for purposes of the Constitution of the State) and (ii) take all such actions that may be necessary to comply with the rebate requirements of section 148(f) of the Code.

(d) Bank, on behalf of Purchaser, will pay the proceeds of this Agreement to the Vendor of the Equipment no later than five (5) business days after execution of an Acceptance Certificate. Purchaser therefore reasonably expects that such proceeds will be spent within the three-year temporary period provided in the Treasury Regulations issued or proposed under the Code including amendments and successor provisions thereto (the "Regulations").

(e) Purchaser has investigated the facts, estimates and circumstances in existence on the date hereof, together with Purchaser's exceptions as to future events. These are true and are complete in all material respects, and on the basis of such, it is not expected that the use of the sale proceeds hereof or any other moneys or property will be used in a manner which will cause this Agreement to be an arbitrage bond within the meaning of section 148 of the Code. Such expectations are reasonable, and there are no other facts, estimates or circumstances that would materially change such expectations.

(f) None of the proceeds hereof will be used, directly or indirectly, in any trade or business carried on by any person other than a governmental unit, which is defined to include any state of the United States and any political subdivision, agency, instrumentality or entity acting by or on behalf of a state, but not including the United States or any agency or instrumentality thereof, no more than 10% of the Equipment will be used directly or indirectly in a trade or business carried on by any such person, and no more than 5% of the Equipment will be used directly or indirectly in trade or business carried on by any such person that is not related to any government use of such Equipment.

(g) The payment of the Installment Payments will not be directly or indirectly (i) secured by any interest in property used or to be used for a private business use or payments in respect thereof, or (ii) derived from payments in respect of property or borrowed money used or to be used for private business.

(h) None of the proceeds hereof will be used, directly or indirectly, to make or finance loans to persons other than a governmental unit.

(i) No person, other than Purchaser or another governmental unit, will use the Equipment on any basis other than the same basis as the general public; and no person other than a governmental unit will be a user of the Equipment as a result of (i) ownership, or (ii) actual or beneficial use pursuant to a lease or a management or incentive payment contract, or (iii) any other similar arrangement.

(j) Within fifteen (15) days before the date hereof, Purchaser has not sold (nor will it deliver within fifteen (15) days after the date hereof) any other obligations pursuant to the same plan of financing that will be paid from substantially the same source of funds (or which will have substantially the same claim to be paid from substantially the same source of funds), without regard to guarantees from unrelated parties, as this Agreement or which will be paid directly or indirectly from the proceeds hereof.

(k) No Item is expected to be sold or otherwise disposed of prior to the expiration of this Agreement.

(l) The certifications and representations made herein are intended, and may be relied upon, as a certification described in Section 1.148-2(b)(2) of the Regulations.

(m) Bank represents that it is entering into this Agreement for investment and not for assignment to others. The amount Bank funds pursuant hereto is the issue price hereof and does not exceed the fair market value of this Agreement as of the date hereof.

(n) Should the interest component of payments hereunder be deemed by the federal government or determined by the Internal Revenue Service or a court of competent jurisdiction or an opinion of nationally recognized bond counsel not to be exempt from gross income, subject to the provisions of Section 2.6 hereof, Purchaser will pay as additional sums hereunder sufficient funds to adjust the interest to be paid hereunder to an amount equivalent to the after-tax interest rate contemplated hereunder as a tax exempt transaction. Said adjustment will be retroactive and apply to any installments already paid by Purchaser to Bank to the extent that any ruling by any such taxing authority requires the payment of additional tax on payments already received by Bank. This obligation will survive the expiration of this Agreement.

II. Payment of Purchase Price; Warranty Disclaimers.

Section 2.1. Agreement to Pay. Subject to the limitation of Section 2.5 of this Agreement, Purchaser will pay the Installment Payments to Bank from funds appropriated therefor and any other moneys legally available for that purpose, at the place set forth in Exhibit "B" or such other place as Bank may designate, in such amounts, including principal and interest, and on such date as called for in each Supplement hereto along with the reasonable expenses of Bank related hereto, except expenses included in the cost of the Equipment pursuant to Section 1.3, and any other payment required under this Agreement. If any amount payable hereunder is not paid within ten (10) days after it is due, Purchaser will pay to Bank an amount equal to five percent (5%) of such overdue payment as a delinquency charge. Purchaser agrees with Bank that such a delinquency charge is reasonable compensation to Bank for the handling of such late payments. Purchaser's payment obligation hereunder is not subject to any defense, right of setoff or counterclaim arising out of any breach by Bank, hereunder or otherwise, or out of any indebtedness or any liability at any time owing by Bank. BANK HAS NO RIGHT TO COMPEL PURCHASER TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT APPROPRIATED THEREFOR IN THE THEN CURRENT FISCAL YEAR OF PURCHASER.

Section 2.2. Warranties. BANK MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING THE EXTENT OF OR ENFORCEABILITY OF ANY CLAIM, WARRANTY, AGREEMENT OR REPRESENTATION ASSIGNED TO PURCHASER UNDER ARTICLE III BELOW. NO DEFECT OR UNFITNESS OF ANY ITEM WILL RELIEVE PURCHASER OF ITS OBLIGATIONS HEREUNDER. BANK MAKES NO REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, OR ITS DELIVERY, INSTALLATION, DESIGN, PERFORMANCE, SPECIFICATIONS, CONDITION, DURABILITY, SUITABILITY, FITNESS FOR USE OR MERCHANTABILITY. AS BETWEEN BANK AND PURCHASER, ALL EQUIPMENT IS ACCEPTED AND PURCHASED HEREUNDER BY PURCHASER "AS IS," "WHERE-IS," AND "WITH ALL FAULTS," AND BANK WILL NOT BE RESPONSIBLE FOR ANY PATENT OR LATENT DEFECTS THEREIN, OR ANY DAMAGES, WHETHER ACTUAL, SPECIAL, CONSEQUENTIAL OR INCIDENTAL, ARISING THEREFROM. Under no circumstances will Bank be liable for actual, special, incidental, consequential or other damages of or to Purchaser, or any other entity arising out of or in connection with the maintenance, use or performance of the Equipment.

Section 2.3. Prepayment. If no Event of Default, or event which with notice or lapse of time, could become an Event of Default, exists, upon thirty (30) days prior written notice, Purchaser may prepay the purchase price of all, but not less than all, Items on any Optional Payment Date by paying the applicable Option Price in the specific Exhibit "B" applicable to the Item(s) plus the Installment Payment due on such date, whereupon Bank will release its purchase money security interest in the Item(s).

Section 2.4. Appropriations. (a) Purchaser, by entering into this Agreement, acknowledges its current intention to make all payments due under this Agreement during its current Fiscal Year on the dates such payments are then due, but does not commit to a legal or other obligation to make other payments due under this Agreement or to incur any liability or debt beyond the revenue and income provided during its then current Fiscal Year. The liability and obligations of Purchaser during each Fiscal Year and remedies of Bank will be limited to recovery only of funds appropriated for payments for such Fiscal Year. (b) Purchaser agrees (i) that the governing body of Purchaser shall, for each ensuing Fiscal Year in which the payments are scheduled to be made, to the extent funds have been appropriated for such Fiscal Year, make all such payments as and when due; and (ii) that if sufficient funds are appropriated and budgeted for the next Fiscal Year for the sale and lease of the Equipment, then this Agreement will continue during such Fiscal Year.

Section 2.5. Funding Intent. Purchaser reasonably believes that sufficient funds can be obtained to make all Installment Payments and other payments during the term of this Agreement. Purchaser affirms that funds to pay Installment Payments and other payments under this Agreement are available for Purchaser's current Fiscal Year. Purchaser and Bank agree that Purchaser's obligation to make Installment Payments under this Agreement will be

Purchaser's current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Agreement will be interpreted as a pledge of Purchaser's general tax revenues, funds or moneys.

Section 2.6. Nonappropriation. If, during a Fiscal Year (the "Current Fiscal Year") the governing body of Purchaser fails to specifically include in its proposed budget or related documents, or to appropriate sufficient funds to make the Installment Payments and other amounts due under this Agreement in the next succeeding Fiscal Year with regard to any specific Item, then Purchaser will immediately (but in no event later than 90 days prior to the end of the Current Fiscal Year) notify Bank or its assignee of such occurrence. In such event, an event of nonappropriation ("Event of Nonappropriation") will be deemed to have occurred, and this Agreement will be terminated as it applies to said specific Item to which such Event of Nonappropriation applies at the end of the Current Fiscal Year, whereupon Purchaser will be obligated to pay all amounts then due under this Agreement subject to the provisions herein. At the end of the Current Fiscal Year, Bank will have the right to take possession of such Item and title to such Item shall vest in Bank, and all rights of Purchaser in and to such Item including rights to possession, shall terminate. Nothing in this Section or elsewhere in this Agreement will be deemed in any way to obligate Purchaser or create a debt of Purchaser beyond its Current Fiscal Year. If Purchaser makes all payments due under this Agreement through the end of the Current Fiscal Year and relinquishes such Item as provided elsewhere in this Agreement, then Purchaser will have no further liability under this Agreement as it relates to the specific Item as to which such Act of Nonappropriation has occurred and the Item has been surrendered to Bank.

III. Duties of Bank.

So long as no Event of Default or Event of Nonappropriation has occurred, Bank assigns to Purchaser all of Bank's rights to suppliers' and manufacturers' warranties and service agreements with respect to the Equipment, and Bank agrees to cooperate with Purchaser, at Purchaser's expense, in asserting such rights, provided that Purchaser shall, to the extent permitted by law, indemnify and hold harmless Bank from and against all related claims, costs, damages, losses and liabilities. If no Event of Default or Event of Nonappropriation has occurred, Purchaser's use of the Equipment will not be interrupted by Bank or anyone claiming solely through or under Bank.

IV. Duties of Purchaser.

Section 4.1. Use and Maintenance of Equipment. Purchaser agrees that the Equipment will be used solely in the conduct of its business at its principal place of business unless Bank is otherwise notified in writing of an alternate location and Bank first agrees to such alternate location in writing. Purchaser will maintain the Equipment in good repair and working order, reasonable wear and tear excepted, but in any event, to the same extent that Purchaser would, in the prudent management of its properties, maintain comparable equipment. Purchaser will comply with all laws, rules and regulations with respect to the use, maintenance and operation of the Equipment, and if any additional improvement to or replacement of any Item is required, Purchaser will do so at its own expense. Purchaser may add parts or accessories to any Item if it does not impair the value, utility or warranties of such Item and is readily removable without causing material damage.

Section 4.2. Sale and Encumbrance. Purchaser will not sell, lease or encumber the Equipment and will continue to own and use it for the public purposes of Purchaser.

Section 4.3. Inspection and Tags. At any time during Purchaser's normal working hours, Bank may inspect the Equipment where it is located and inspect all related records of Purchaser. Bank may attach tags to any Item showing that Bank retains a purchase money security interest in it. Purchaser will not allow any other name to be placed on any Item that might be interpreted as a claim to a lien thereon.

Section 4.4. Insurance; Damage or Destruction. Purchaser will provide public liability insurance and physical damage and loss acceptable to Bank with respect to the Equipment in amounts not less than those specified in Exhibit "B" with either a responsible insurance company authorized to do business in the State or an actuarially sound self-insurance program. Each policy will name Bank as an additional insured and loss payee and provide that it may be altered or canceled only after thirty (30) days' prior written notice to Bank. On demand, Purchaser will deliver to Bank evidence satisfactory to Bank showing the existence of such insurance, and will deliver to Bank evidence satisfactory to Bank showing renewal or replacement of such insurance within thirty (30) days prior to expiration or cancellation. If Purchaser fails to maintain such insurance, Bank may obtain such insurance as Bank deems necessary, and Purchaser will reimburse Bank for all premiums therefor, together with interest at the maximum rate permitted pursuant to Chapter 1204,

Government Code, as amended, or other applicable law then in effect. Purchaser assumes all risk of loss to the Equipment. Purchaser will immediately notify Bank of any loss for which an insurance claim may be made, and shall, at Purchaser's option: (a) Exercise its option to prepay under Section 2.3; or (b) Place any damaged Items in as good a condition as before such damage, and replace any missing Items with similar equipment of at least equal value. Any such replacement will be subject to this Agreement, and Purchaser hereby grants to Bank a security interest therein free of all liens.

Section 4.5. Taxes. Purchaser shall, to the extent permitted by law, pay when due and indemnify Bank against all taxes and charges of any nature imposed against Bank, Purchaser or the Equipment with respect to the Equipment or its purchase, ownership, delivery, leasing, possession, use, or disposition, or upon the rentals or earnings therefrom, or with respect to the Agreement, unless Purchaser is contesting such in good faith and by appropriate proceedings. If any report or return is required with respect to any obligation of Purchaser under this Section, Purchaser will notify Bank and make such report or return in a manner satisfactory to Bank.

Section 4.6. Indemnification. To the extent permitted by applicable law, Purchaser will indemnify, protect, and hold harmless Bank or any assignee or transferee of Bank and their respective agents and servants from and against all claims, causes of action, damages, liability (including strict liability in tort), costs, fees, penalties or expenses (including attorney's fees) incurred in any manner by or for the account of any of them relating to the Equipment or any part thereof, including without limitation, the construction, purchase, delivery, installation, ownership, leasing or return of the Equipment as a result of the use, maintenance, repair, replacement, operation or condition thereof (whether defects are latent or discoverable by Bank or by Purchaser) except such as may result from the gross negligence or willful misconduct of Bank, or assignee or transferee thereof and their respective agents and servants. This Section will be effective from the date the first Item of Equipment is ordered. Purchaser agrees to give Bank prompt notice of any claim or liability hereby indemnified against. Bank agrees to cooperate with Purchaser in any defense or other action which Purchaser is obligated to undertake.

Section 4.7. Mortgages, Liens, Etc. Purchaser will not directly or indirectly create, incur, assume, or permit the existence of any mortgage, security interest, pledge, lien, charge, encumbrance, or claim on or with respect to the Equipment, title thereto or any interest therein except the respective rights of Bank and Purchaser as herein provided and liens for taxes either not yet due or being contested in good faith and by appropriate proceedings. Purchaser will promptly, at its own expense, take such actions as may be necessary duly to discharge any such mortgage, security interest, pledge, lien, charge, encumbrance, or claim not specifically excepted above.

V. Events of Default and Remedies.

Section 5.1. Events of Default. The following will be Events of Default: (a) Purchaser's failure to pay any payment hereunder within 10 days after it is due; (b) Purchaser's failure to maintain the insurance required under Section 4.4; (c) Purchaser's failure to perform any covenant, condition or agreement under this Agreement within 30 days after written notice from Bank requesting that such failure be remedied; (d) Any representation or warranty made by Purchaser to Bank is materially false or misleading when made; (e) Purchaser becomes insolvent or bankrupt or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver, or a trustee or a receiver is appointed for Purchaser for a substantial part of its property without its consent and is not dismissed within a period of sixty (60) days, or bankruptcy, reorganization or insolvency proceedings are instituted by Purchaser; (f) Purchaser defaults in any other material agreement to which Purchaser is a party with third parties resulting in a right by such third parties to accelerate the maturity of Purchaser's obligations under such other agreement, and such obligations materially impair Purchaser's ability to pay its obligations to Bank under this Agreement; and (g) Purchaser fails to comply with its obligations under Section 2.6 following an Event of Nonappropriation.

Section 5.2. Remedies. Whenever an Event of Default has occurred, Bank may, subject to the limitation of Section 2.4 of this Agreement, exercise any one or more of the following remedies: (a) By written notice to Purchaser, declare all amounts coming due during the current Fiscal Year for all Equipment to be immediately due and payable; (b) Take possession of the Equipment wherever the Equipment is located, without demand or notice, without any court order or other process of law, sell or lease it and retain the proceeds, holding Purchaser liable for an amount equal to (i) all amounts payable hereunder to the end of the then current Fiscal Year less (ii) the proceeds of such sale or lease; provided however, if the proceeds of such sale or lease exceed the amount required to compensate Bank for all payments contemplated under this Agreement plus any expenses related to said sale or lease, any costs to repair or replace the Equipment and any other expenses related thereto, then such excess proceeds will be paid to Purchaser; (c) Require Purchaser to deliver the Equipment to a location designated by Bank; (d) Proceed by court action to enforce performance by Purchaser of any terms

of this Agreement and/or to recover all damages and expenses incurred by Bank by reason of any Event of Default; and (c) Exercise any other right or remedy available to Bank at law or in equity. Also, Purchaser shall pay Bank all costs and expenses (including reasonable legal fees and costs) incurred by Bank in enforcing any of the terms, conditions or provisions of this Agreement. Upon repossession or surrender of any Equipment, Bank shall lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof (after deducting all expenses (including reasonable legal fees and costs) incurred in connection therewith) to the amounts owed to Bank hereunder; provided, however, that subject to the provisions of Section 2.6, Purchaser shall remain liable to Bank for any deficiency that remains after any sale or lease of such Equipment to the extent permitted by law. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

Section 5.3. No Remedy Exclusive; Repossession. (a) No remedy herein is exclusive, and every remedy is in addition to every other remedy at law or in equity. No delay in exercising or failure to exercise any right or power will be a waiver thereof. No notice will be necessary to entitle Bank to exercise any remedy, except as required in this Article. To the extent permitted by law, Purchaser waives any requirements of law, now or hereafter in effect, that might limit or modify Bank's remedies; (b) If Bank is entitled to repossess the Equipment, Purchaser shall, if Bank requests, make it available at a reasonable place designated by Bank and execute and deliver such documents as may be required to establish clear title to the Equipment in Bank. Purchaser will bear all costs of removal and delivery of the Equipment and repairs to Purchaser's property.

VI. Representations, Covenants and Warranties of Purchaser.

Section 6.1. Representations, Covenants and Warranties of Purchaser. (a) Purchaser represents, covenants and warrants for the benefit of Bank that Purchaser is a political subdivision of the State with statutory authority to enter into this Agreement, and has been duly authorized to execute, deliver and carry out its obligations under this Agreement and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body politic and corporate. Purchaser is not subject to any legal or contractual provision that restricts or prevents it from entering into and performing its obligations under this Agreement, except laws affecting creditors' rights generally. There is no known pending or threatened action, proceeding, or investigation affecting Purchaser, nor to the best knowledge of Purchaser, is there any basis therefor, wherein an unfavorable result would adversely affect this Agreement; and (b) The Equipment is and will remain personal property, and not fixtures. The execution and performance of this Agreement will not violate any judgment, order, law or regulation, constitute a default under any instrument binding upon Purchaser, or create any encumbrance upon any assets of Purchaser or the Equipment, except as herein provided. Purchaser has never non-appropriated or defaulted under any of its obligations under any lease-purchaser contract, bond, or other debt obligation. Purchaser has been duly authorized to execute and deliver this Agreement under the terms and provisions of its duly adopted resolution and further represents, covenants and warrants that all requirements have been met and procedures have occurred in order to ensure the due authorization of this Agreement. No approval, consent, or withholding of objection is required from any governmental authority other than Purchaser with respect to the entering into or performance by Purchaser of this Agreement. The balance sheet of Purchaser for its most recent Fiscal Year and the related earnings statement of Purchaser for such Fiscal Year have been furnished to Bank and fairly present Purchaser's financial condition as of such date and the results of its operations for such fiscal year in accordance with generally accepted accounting principles consistently applied, and since such date there has been no material adverse change in such condition or operations.

Section 6.2. Opinion of Counsel. Upon Bank's request, Purchaser will deliver to Bank an opinion of Purchaser's legal counsel on and as of the date of this Agreement or any time deemed reasonably appropriate by Bank, with respect to the matters in Section 6.1 and such other matters as Bank reasonably requests. In addition, Purchaser agrees to provide Bank with any other documents reasonably requested by Bank prior to Bank's funding of this Agreement.

Section 6.3. Financial Statements. Purchaser shall keep its books and records in accordance with generally accepted accounting principles. Purchaser agrees that it will furnish Bank Purchaser's current audited financial statements within 120 days of each Fiscal Year end including (i) a balance sheet, (ii) statement of revenues, expenses and changes in fund balances, (iii) statement of cash flows, (iv) operating fund budget analysis, and (v) appropriate notes, schedules and attachments to the financial statements; and permit Bank or its agents and representatives to inspect Purchaser's books and records and make extracts therefrom. Purchaser represents and warrants to Bank that all financial statements which have been delivered to Bank fairly and accurately reflect Purchaser's financial condition and there has been no material adverse change in Purchaser's financial condition as reflected in the financial statements since the date thereof.

VII. Assignments.

Bank may assign and grant a security interest in any of its rights or interests in this Agreement or the Equipment. Bank or any future assignee will notify Purchaser of the assignment and provide the name and address of the assignee to Purchaser. PURCHASER WILL NOT ASSIGN OR GRANT A SECURITY INTEREST IN THIS AGREEMENT OR THE EQUIPMENT, IN WHOLE OR IN PART.

VIII. Bank's Rights to Perform for Purchaser.

(a) Subject to the limitations set forth within this Agreement, if Purchaser fails to perform or comply with any of its agreements contained herein, Bank may, but will not be required to, make any payment or perform or comply with any covenant or agreement contained herein, and all reasonable expenses of Bank incurred in connection therewith will be payable by Purchaser upon demand, together with interest at the maximum rate of interest allowed under Chapter 1204, Government Code, as amended, or other applicable law then in effect from the date of payment to the date of reimbursement; (b) Purchaser will promptly and duly (i) execute and deliver to Bank such further documents or instruments of further assurance and take such further action as Bank may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to establish and protect the rights and remedies created or intended to be created in favor of Bank hereunder, at the expense of Purchaser; or (ii) authorize Bank to file financing statements describing the Equipment.

IX. Miscellaneous.

This Agreement will be governed by the laws of the State. If a provision of this Agreement is invalid or unenforceable, the remainder may be enforced to the fullest extent permitted by law. This Agreement and each Acceptance Certificate may be executed in multiple original counterparts. This Agreement will bind and inure to the benefit of the parties' permitted successors and assigns. The headings herein will not in any way affect this Agreement. This Agreement is the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, with respect to the subject matter hereof. This Agreement may not be amended, changed or modified except by written agreement executed by both parties hereto. Any waiver by Bank, implied or written, shall not constitute consent for any other breach of the same or other provision. All representations, warranties and covenants made by Purchaser shall survive termination of this Agreement. Upon demand, Purchaser will promptly reimburse Bank for any filing or recordation fees or expenses (including reasonable legal fees and costs) incurred by Purchaser in perfecting or protecting its interests in the Equipment and under this Agreement. Purchaser shall promptly execute and deliver to Bank such documents and take such further action as Bank may from time to time reasonably request to carry out the intent and purpose of this Agreement and to protect the rights and remedies of Bank created or intended to be created hereunder. Service of all notices under this Agreement shall be sufficient if mailed to the respective party at its address set forth herein or at such other address as the parties may provide to each other in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed with first class postage prepaid. Notwithstanding anything contained in this Agreement to the contrary, in no event shall interest contracted for, charged or received hereunder, plus any other charges in connection herewith that constitute interest on this Agreement under applicable law, result in a "net effective interest rate" as defined in Section 271.003(6) of the Local Government Code, as amended, in excess of the net effective rate at which public securities may be issued in accordance with Chapter 1204, Government Code, as amended. The amounts of such interest or other charges previously paid to Bank in excess of the amounts permitted by the preceding sentence shall be applied by Bank to reduce the principal of the indebtedness incurred by Purchaser pursuant to this Agreement, or, at the option of Bank, be refunded. To the extent permitted by Chapter 1204, Government Code, as amended, or other applicable law then in effect, determination of the maximum net effective interest rate shall at all times be made by amortizing, prorating, allocating and spreading in equal parts during the period of the full stated term of this Agreement and such indebtedness, all interest at any time contracted for, charged or received from Purchaser hereof in connection with the indebtedness evidenced hereby, so that the actual rate of interest on such indebtedness is uniform throughout the term hereof. Interest on the unpaid amounts under this Agreement shall be computed as simple interest.

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

Town of Pantego, Texas

(S E A L)

By: Matthew Fielder, City Manager

Attested and Countersigned:

Clerk/ Recorder/ Secretary of Lessee

Notice address:
1614 S Bowen Rd
Pantego, Texas 76013

FROST BANK

By: Authorized Officer of Frost Leasing

Notice address:
Frost Bank
P.O. Box 59
San Antonio, Texas 78291-0059
Attention: Leasing Department



FROST BANK
 c/o Frost Leasing
 100 West Houston Street
 San Antonio, Texas 78205

Exhibit "A"

Acceptance Certificate

Number 77-4732897-002 dated as of July 25, 2014

The undersigned Purchaser, having entered into a Municipal Equipment Lease/Purchase Agreement dated July 25, 2014, (the "Agreement"), with FROST BANK ("Bank"), does hereby certify to Bank that:

1. The equipment listed in the attached Exhibit B (the "Equipment") dated July 25, 2014 is of a size, design, capacity, and manufacture selected by Purchaser, is in good condition and has been satisfactorily delivered and installed. Purchaser hereby expressly assumes all responsibilities in connection with the delivery and installation thereof;
2. Purchaser is satisfied that the Equipment is suitable for Purchaser's purposes;
3. The Purchaser has complied with all applicable competitive bidding requirements in connection with the lease/purchase acquisition of the Equipment;
4. Unless otherwise indicated on Exhibit B, the Equipment is new and unused on the date hereof except for routine testing and inspection;
5. Upon payment of the purchase price to the Vendors indicated in Exhibit B, there will be no liens, security interests, or encumbrances against the Equipment except the interest of Bank under the Agreement;
6. The Equipment is personal property and will not become either real property, fixtures or inventory;
7. Purchaser authorizes Bank to pay the Vendors indicated in Exhibit B for the Equipment;
8. The representations and warranties of Purchaser contained in the Agreement are true and correct in all material respects as of the date of this certificate;
9. There exists no Event of Nonappropriation as of the date of this certificate;
10. There exists no Event of Default or condition which, but for the passing of time or giving of notice or both, would constitute an Event of Default under the Agreement nor has there been any material change or difference in the Purchaser's covenants, representations or ability to meet its obligations under the Agreement; and
11. The lease/purchase of the Equipment as shown on the attached Exhibit B has been duly authorized by the governing body of the Purchaser.

Dated: _____

Town of Panteo, Texas

(SEAL)

By: Matthew Fielder, City Manager



FROST BANK
c/o Frost Leasing
 100 West Houston Street
 San Antonio, Texas 78205

Exhibit "B"

Number 774732897-002 dated as of July 25, 2014

I. ITEMS OF EQUIPMENT COVERED BY THIS AGREEMENT:

Quantity	Description	Serial Number	Cost
1	2014 Chev CTA	IGNLC2E02ER143504	\$30,195.68

Vendor Name:	Reliable Chevrolet	Contact:	Doug Adams
Address:	800 N Central Expwy	Phone:	972-952-1561
City, State & Zip:	Richardson, TX 75080	Fax:	

Quantity	Description	Serial Number	Cost
	2 siren speakers on pushbumper, 2 line6Js on angle brackets, wlgwag, par 36 R/B fog lights, CF Stalker radar, CF digital ally camera, gamer console with cupholder and armrest, mongoose with computer dock, CF computer, CF Motorola Astro radio, 12 volt outlet, Cencom sapphire with Carson dual tone amp, Liberty lightbar with traffic advisor, CF zebra printer, Pro-gard recess pangel cage with lollers, CF dual gun race, window guards, rear partition/seat combo, outer edge lightbar, M43 on hitch location, tailflash		\$11,173.25

Vendor Name:	Pursuit Safety, Inc	Contact:	
Address:	4947 State Hwy 276	Phone:	972-772-4747
City, State & Zip:	Royse City, TX 75189	Fax:	

Quantity	Description	Serial Number	Cost
	Add-on running board lights and zebra printer dock		\$508.00

Vendor Name:	Pursuit Safety, Inc	Contact:	
Address:	4947 State Hwy 276	Phone:	972-722-4747
City, State & Zip:	Royse City, TX 75189	Fax:	

Quantity	Description	Serial Number	Cost
	Remove camera system, radar, radio and gunrack only		\$600.00

Vendor Name:	Pursuit Safety, Inc.	Contact:	
Address:	4947 State Hwy 276	Phone:	972-772-4747
City, State & Zip:	Royse City, TX 75189	Fax:	

Quantity	Description	Serial Number	Cost
1	2014 Chev CTA	1GNLC2E07ER142753	\$29,790.88

Vendor Name:	Reliable Chevrolet	Contact:	
Address:	800 North Central Expressway	Phone:	972-952-1561
City, State & Zip:	Richardson, TX 75080	Fax:	

Quantity	Description	Serial Number	Cost
	Slick top, siren speaker behind grille, M4's behind grille, wigwag, inner edge, gamber console, CF Motorola radio, antenna, cencom, lockbox behind console, front and rear cages with recess panel and prisoner seat, dual avengers in side windows and dominator in back glass.		\$8,205.09

Vendor Name:	Pursuit Safety, Inc.	Contact:	
Address:	4947 State Hwy 276	Phone:	972-772-4747
City, State & Zip:	Royse City, TX 75189	Fax:	

Quantity	Description	Serial Number	Cost
1	2014 Ford PK	1FTFX1CF8EKE25456	\$20,174.00

Vendor Name:	N/A	Contact:	
Address:		Phone:	
City, State & Zip:		Fax:	

Equipment Location:

1614 S Bowen Rd, Pantego, Texas 76013

2. PAYMENT AUTHORIZATION SCHEDULE:

Equipment Cost (per vendors invoice)	\$100,646.82
Less Trade-In Allowance	\$
Less Down Payment	\$
Equals Amount Financed	\$100,646.82

Purchaser will pay 4 periodic payments of \$26,010.67 each on an annual basis starting on August 15, 2014. Each due date is an Optional Payment Date.

SEE ATTACHED PAYMENT AMORTIZATION REPORT, which is incorporated into this Exhibit "B" as if fully set forth herein.

- 3. THIS OBLIGATION EARNS INTEREST AT AN ANNUAL PERCENTAGE RATE OF 2.1460%.**
The Installment Payments herein will be composed of principal and interest. In the event of changes in the Annual Percentage Rate due to events as outlined in Section 1.7 of this Agreement (Tax Certification and Indemnification), this payment and amortization schedule will be modified to Bank's equivalent taxable annual percentage rate in order to preserve Bank's anticipated after tax yield, subject to the limitations set forth in Article IX of this Agreement.
- 4. The minimum amount of insurance to be provided by Purchaser with respect hereto is as follows:**
- a. The lesser of (i) \$1,000,000.00 Comprehensive General Liability or (ii) the maximum limits of liability of Purchaser under applicable law, as amended from time to time.
 - b. Physical Damage and Loss: \$100,646.82
 - c. Additional riders, exclusions or special terms required by Bank:
Frost Bank, its successors and assigns shall be named as "Loss Payee" on the Physical Damage and Loss coverage and named as "Additional Insured" on the General Liability coverage.
In the event that Purchaser self-insures for Physical Damage and Loss Insurance required, Purchaser shall maintain Umbrella Liability Maximum Damage coverage.

Customer/ Town of Panlego

Interest Rate 2.1460% (Monthly)

Per/	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
0	7/23/14	0.00	0.00	0.00	100,646.82	0.00	0.00	100,646.82
	8/15/14	26,010.67	25,878.71	131.96	74,768.11	131.96	0.00	74,768.11
1	8/23/14	0.00	0.00	0.00	74,768.11	0.00	0.00	74,768.11
	9/15/14	0.00	0.00	0.00	74,768.11	133.71	133.71	74,901.81
2	9/23/14	0.00	0.00	0.00	74,768.11	0.00	133.71	74,901.81
	10/15/14	0.00	0.00	0.00	74,768.11	133.95	267.66	75,035.76
3	10/23/14	0.00	0.00	0.00	74,768.11	0.00	267.66	75,035.76
	11/15/14	0.00	0.00	0.00	74,768.11	134.19	401.84	75,169.95
4	11/23/14	0.00	0.00	0.00	74,768.11	0.00	401.84	75,169.95
	12/15/14	0.00	0.00	0.00	74,768.11	134.43	536.27	75,304.38
5	12/23/14	0.00	0.00	0.00	74,768.11	0.00	536.27	75,304.38
	2014	26,010.67	25,878.71	131.96		668.23		
	1/15/15	0.00	0.00	0.00	74,768.11	134.67	670.94	75,439.04
6	1/23/15	0.00	0.00	0.00	74,768.11	0.00	670.94	75,439.04
	2/15/15	0.00	0.00	0.00	74,768.11	134.91	805.85	75,573.95
7	2/23/15	0.00	0.00	0.00	74,768.11	0.00	805.85	75,573.95
	3/15/15	0.00	0.00	0.00	74,768.11	135.15	941.00	75,709.10
8	3/23/15	0.00	0.00	0.00	74,768.11	0.00	941.00	75,709.10
	4/15/15	0.00	0.00	0.00	74,768.11	135.39	1,076.39	75,844.49
9	4/23/15	0.00	0.00	0.00	74,768.11	0.00	1,076.39	75,844.49
	5/15/15	0.00	0.00	0.00	74,768.11	135.63	1,212.02	75,980.13
10	5/23/15	0.00	0.00	0.00	74,768.11	0.00	1,212.02	75,980.13
	6/15/15	0.00	0.00	0.00	74,768.11	135.88	1,347.90	76,116.00
11	6/23/15	0.00	0.00	0.00	74,768.11	0.00	1,347.90	76,116.00
	7/15/15	0.00	0.00	0.00	74,768.11	136.12	1,484.02	76,252.12
12	7/23/15	0.00	0.00	0.00	74,768.11	0.00	1,484.02	76,252.12
	8/15/15	26,010.67	24,390.30	1,620.38	50,377.81	136.36	0.00	50,377.81
13	8/23/15	0.00	0.00	0.00	50,377.81	0.00	0.00	50,377.81
	9/15/15	0.00	0.00	0.00	50,377.81	90.09	90.09	50,467.90
14	9/23/15	0.00	0.00	0.00	50,377.81	0.00	90.09	50,467.90
	10/15/15	0.00	0.00	0.00	50,377.81	90.25	180.34	50,558.15
15	10/23/15	0.00	0.00	0.00	50,377.81	0.00	180.34	50,558.15
	11/15/15	0.00	0.00	0.00	50,377.81	90.41	270.76	50,648.57
16	11/23/15	0.00	0.00	0.00	50,377.81	0.00	270.76	50,648.57
	12/15/15	0.00	0.00	0.00	50,377.81	90.58	361.33	50,739.14
17	12/23/15	0.00	0.00	0.00	50,377.81	0.00	361.33	50,739.14
	2015	26,010.67	24,390.30	1,620.38		1,445.44		
	1/15/16	0.00	0.00	0.00	50,377.81	90.74	452.07	50,829.88

Customer: Town of Pantego

Interest Rate: 2.1460% (Monthly)

Pe/	Date	Payment	Principal	Interest	Principal Balance	Accrued Interest	Accrued Int Bal	Net Balance
18	1/23/16	0.00	0.00	0.00	50,377.81	0.00	452.07	50,829.88
	2/15/16	0.00	0.00	0.00	50,377.81	90.90	542.97	50,920.78
19	2/23/16	0.00	0.00	0.00	50,377.81	0.00	542.97	50,920.78
	3/15/16	0.00	0.00	0.00	50,377.81	91.06	634.03	51,011.84
20	3/23/16	0.00	0.00	0.00	50,377.81	0.00	634.03	51,011.84
	4/15/16	0.00	0.00	0.00	50,377.81	91.22	725.26	51,103.07
21	4/23/16	0.00	0.00	0.00	50,377.81	0.00	725.26	51,103.07
	5/15/16	0.00	0.00	0.00	50,377.81	91.39	816.64	51,194.45
22	5/23/16	0.00	0.00	0.00	50,377.81	0.00	816.64	51,194.45
	6/15/16	0.00	0.00	0.00	50,377.81	91.55	908.20	51,286.01
23	6/23/16	0.00	0.00	0.00	50,377.81	0.00	908.20	51,286.01
	7/15/16	0.00	0.00	0.00	50,377.81	91.72	999.91	51,377.72
24	7/23/16	0.00	0.00	0.00	50,377.81	0.00	999.91	51,377.72
	8/15/16	26,010.67	24,918.88	1,091.79	25,458.93	91.88	0.00	25,458.93
25	8/23/16	0.00	0.00	0.00	25,458.93	0.00	0.00	25,458.93
	9/15/16	0.00	0.00	0.00	25,458.93	45.53	45.53	25,504.46
26	9/23/16	0.00	0.00	0.00	25,458.93	0.00	45.53	25,504.46
	10/15/16	0.00	0.00	0.00	25,458.93	45.61	91.14	25,550.07
27	10/23/16	0.00	0.00	0.00	25,458.93	0.00	91.14	25,550.07
	11/15/16	0.00	0.00	0.00	25,458.93	45.69	136.83	25,595.76
28	11/23/16	0.00	0.00	0.00	25,458.93	0.00	136.83	25,595.76
	12/15/16	0.00	0.00	0.00	25,458.93	45.77	182.60	25,641.53
29	12/23/16	0.00	0.00	0.00	25,458.93	0.00	182.60	25,641.53
	2016	26,010.67	24,918.88	1,091.79		913.06		
	1/15/17	0.00	0.00	0.00	25,458.93	45.85	228.46	25,687.38
30	1/23/17	0.00	0.00	0.00	25,458.93	0.00	228.46	25,687.38
	2/15/17	0.00	0.00	0.00	25,458.93	45.94	274.39	25,733.32
31	2/23/17	0.00	0.00	0.00	25,458.93	0.00	274.39	25,733.32
	3/15/17	0.00	0.00	0.00	25,458.93	46.02	320.41	25,779.34
32	3/23/17	0.00	0.00	0.00	25,458.93	0.00	320.41	25,779.34
	4/15/17	0.00	0.00	0.00	25,458.93	46.10	366.52	25,825.44
33	4/23/17	0.00	0.00	0.00	25,458.93	0.00	366.52	25,825.44
	5/15/17	0.00	0.00	0.00	25,458.93	46.18	412.70	25,871.63
34	5/23/17	0.00	0.00	0.00	25,458.93	0.00	412.70	25,871.63
	6/15/17	0.00	0.00	0.00	25,458.93	46.27	458.97	25,917.89
35	6/23/17	0.00	0.00	0.00	25,458.93	0.00	458.97	25,917.89
	7/15/17	0.00	0.00	0.00	25,458.93	46.35	505.32	25,964.24
36	7/23/17	0.00	0.00	0.00	25,458.93	0.00	505.32	25,964.24
	8/15/17	26,010.67	25,458.93	551.75	0.00	46.43	0.00	0.00

Customer: Town of Partego

Interest Rate: 2.1460% (Monthly)

<u>Per</u>	<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal Balance</u>	<u>Accrued Interest</u>	<u>Accrued Int Bal</u>	<u>Net Balance</u>
37	8/23/17	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	2017	26,010.67	25,458.93	551.75		369.14		
	Totals:	104,042.69	100,646.82	3,395.88		3,395.88		

5. PURCHASER'S BILLING ADDRESS:

Name: Town of Pantego
Address: 1614 S Bowen Rd
City, State & Zip: Pantego, Texas 76013

6. ADDRESS PAYMENTS TO (Place of Payment):

Frost Bank
P.O. Box 59
San Antonio, Texas 78291-0059
Attention: Leasing Department

7. PREPAYMENT – OPTION PRICE:

The Option Price will be determined by taking the remaining Principal Balance in 2. Above and multiplying that amount by 102.50% and adding any interest accrued through the date said Option Price is paid.

Dated: _____

Town of Pantego, Texas

(S E A L)

By: _____
Matthew Fielder, City Manger

LESSEE TO COMPLETE THE FOLLOWING:

Property Insurance

Insu/ance Co.	Policy #	
Effective Date	Expiration	Limit \$
Agency Name	Agent	
Agency Address		
Phone Number/ _____	Fax Number/ _____	

Liability Insurance (if different than Property Insurance)

Insu/ance Co.	Policy #	
Effective Date	Expiration	Limit \$
Agency Name	Agent	
Agency Address		
Phone Number/ _____	Fax Number/ _____	

[Prepare and complete on Lessee Letterhead]

ESSENTIAL USE LETTER

TO: Frost Bank
P.O. Box 1600
San Antonio, Texas 78296

RE: Municipal Equipment Lease/Purchase Agreement,
Lease Number (*Supplement Number*) _____,

This letter is being written with respect to the use of the equipment ("Equipment") listed in the Equipment Schedule(s) identified by the Lease Number specified above.

Purchaser represents that the Equipment will be used by:

_____ for the following purposes:
(Department or Division Using the Equipment)

(State how and for what purpose the Equipment will be used)

Purchaser further represents that the use of the Equipment is essential to Purchaser's proper, efficient and economic operation; that Purchaser shall be the only entity to own, operate and use the Equipment, and that Purchaser will not do, or fail to do, any act if such act or failure to act will cause the interest portion of the lease payments to become subject to federal income taxation under the Internal Revenue Code of 1986, as amended.

Purchaser

By: X _____
Purchaser's Authorized Signature

By: X _____
Purchaser's Authorized Signature

Print Name and Title

Print Name and Title

Date

Date

[Prepare and complete on Lessee Letterhead]

INCUMBENCY CERTIFICATE

We, the undersigned, hereby certify that we are the duly qualified and acting ___(title)_____ of ___(lessee name)_____ ("Purchaser"); and, with respect to the Municipal Equipment Lease/Purchase Agreement dated as of _____, 20__ (the "Agreement"), by and between Purchaser and Frost Bank, that we are the persons who hold the respective offices or positions set forth opposite their signatures below; that the signatures below written are true and correct signatures of said persons' and that as of the date of execution of the Agreement such persons were duly qualified and acting as the officers or position holders indicated below and duly authorized to execute the same:

Name	Office or Position	Signature
<hr/>		
<hr/>		

Dated: _____

By: _____

Title: _____
(Clerk / Recorder / Secretary of Lessee)

MEETING MINUTES

The following is a true and exact copy of the ___[resolution, ordinance or order]___ unanimously approved during the ___[City Council or described other governing body]___ Meeting of ___[Purchaser]___ dated _____, 20__.

It has been unanimously approved and agreed upon by the ___[City Council or described other governing body]___ to acquire the use of and finance through Frost Bank, equipment generally described as ___[describe equipment]___ costing \$_____ for a term of ___[#]___ months, at ___% annual percentage rate, pursuant to a Municipal Equipment Lease/Purchase Agreement, dated _____, 20__ (the "Agreement"). The first ___ [monthly quarterly]annual]___ payment of \$_____ will be paid on_____, 20__, followed by ___(# of remaining payments) _____ [monthly/quarterly/annual] payments of \$_____ each.

The Purchaser hereby designates this Agreement as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Code.

_____[Name]_____ and _____[Name]_____ have been authorized to sign the Agreement and necessary documents related thereto on behalf of ___[Purchaser]_____. In addition, the ___[City Council or describe other governing body]___ intends that expenditures paid no earlier than sixty (60) days prior to the date hereof from its own funds for the above equipment will be reimbursed with proceeds of the above financing. The officers of the ___[Purchaser]___ are hereby severally authorized and directed to execute and deliver the Agreement substantially in the form presented to the meeting with such changes therein as the officers executing the Agreement shall approve, such approval to be conclusively evidenced by such execution thereof.

The officer of the ___[Purchaser]___ signing this certificate hereby declares that such signing shall constitute the official signing of the attached copy of such resolution for all purposes. Advance notice of the time, place and purpose of the meeting was given to each member of the ___[Purchaser]___ and the meeting and the deliberation of the resolution was open to the public at all times during such meeting. Written notice of such meeting, including the subject of the above entitled resolution, was posted and given at least 72 hours in advance thereof in accordance with the provisions of Chapter 551 of the Texas Government Code, as amended.

[Municipality or describe other entity]

By: _____

Title: _____

Date: _____

[Prepare and complete on Lessee Letterhead]

[include the completed copy of appropriate 8038 form & Cert. Rect. #]

_____, 20____

**Via Certified Mail: _____ [Certified Mail Number]
Return Receipt Requested**

Internal Revenue Service
Ogden, UT 84201

Re: Municipal Equipment Lease/Purchase Agreement ([Name of Lessee])

Dear Sir:

Enclosed please find Form [8038-G] [8038-GC] for the above-referenced obligation. Please stamp the enclosed copy as received and return to the undersigned in the enclosed self-addressed stamped envelope.

Thank you for your assistance.

Sincerely,

Enclosure



Power of Attorney to Transfer Motor Vehicle

- No Alterations Allowed
- Complete All Sections
- Type or Print in Black or Blue Ink

This is to certify that I, Town of Pantego, Texas

Name of Owner

of the County of Tarrant

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:

FROST BANK

Type or Print Name

of the County of BEXAR and the State of TX, my true and lawful attorney,

for me and in my name, place and stead to sell, transfer, and assign or purchase and apply for the title on the motor vehicle described as follows:

Year	Make	Body Style	Model	License Plate Number
2014	CHEV	LL	CTA	
Vehicle Identification Number 1GNLC2E07ER142753			Title / Document Number	

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who may be designated by my attorney.

NOTE: This form must be properly completed before it is an acceptable document. The power of attorney cannot be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds two tons, or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.

If a Power of Attorney is used to apply for a certified copy of title, the person(s) signing must include a photocopy of their U.S. government issued photo identification (a state issued Driver License, a U.S. Government issued Identification Card, or a U.S. passport).

I further certify that the current odometer reading is _____ miles and to the best of
(No Tenths)

my knowledge the odometer reading is the **ACTUAL** mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in **EXCESS** of its mechanical limits.
- 2. The odometer reading is **NOT** the actual mileage. **WARNING - ODOMETER DISCREPANCY**

TOWN OF PANTEGO, TEXAS

Name of Owner

Signature of Owner

1614 S BOWEN RD

Address

PANTEGO

City

TX

State

76013

Zip Code

Date

WARNING: State Law provides that falsifying information on any required statement or application is a third-degree felony.





Power of Attorney to Transfer Motor Vehicle

- No Alterations Allowed
- Complete All Sections
- Type or Print in Black or Blue Ink

This is to certify that I, Town of Pantego, Texas
Name of Owner
 of the County of Tarrant

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:
FROST BANK

Type or Print Name

of the County of BEXAR and the State of TX, my true and lawful attorney,
 for me and in my name, place and stead to sell, transfer, and assign or purchase and apply for the title on the motor vehicle described as follows:

Year 2014	Make FORD	Body Style PK	Model	License Plate Number
Vehicle Identification Number 1FTFX1CF8EKE25456			Title / Document Number	

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who may be designated by my attorney.

NOTE: This form must be properly completed before it is an acceptable document. The power of attorney cannot be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds two tons, or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.

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I further certify that the current odometer reading is _____ miles and to the best of
(No Tenths)
 my knowledge the odometer reading is the **ACTUAL** mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in **EXCESS** of its mechanical limits.
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TOWN OF PANTEGO, TEXAS

Name of Owner

Signature of Owner

1614 S BOWEN RD

PANTEGO

TX

76013

Address

City

State

Zip Code

Date

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Power of Attorney to Transfer Motor Vehicle

- No Alterations Allowed
- Complete All Sections
- Type or Print in Black or Blue Ink

This is to certify that I, Town of Pantego, Texas
Name of Owner
 of the County of Tarrant

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint
FROST BANK
Type or Print Name

of the County of BEXAR and the State of TX, my true and lawful attorney,
 for me and in my name, place and stead to sell, transfer, and assign or purchase and apply for the title on the motor vehicle described as follows:

Year	Make	Body Style	Model	License Plate Number
2014	CHEV	LL	CTA	
Vehicle Identification Number 1GNLC2E02ER143504			Title / Document Number	

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who may be designated by my attorney.

NOTE: This form must be properly completed before it is an acceptable document. The power of attorney **cannot** be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds two tons, or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.

If a Power of Attorney is used to apply for a certified copy of title, the person(s) signing must include a photocopy of their U.S. government issued photo identification (a state issued Driver License, a U.S. Government issued Identification Card, or a U.S. passport).

I further certify that the current odometer reading is _____ miles and to the best of
(No Tenths)
 my knowledge the odometer reading is the **ACTUAL** mileage of the vehicle unless one of the following statements is checked:

- 1. The mileage stated is in **EXCESS** of its mechanical limits.
- 2. The odometer reading is **NOT** the actual mileage. **WARNING - ODOMETER DISCREPANCY**

TOWN OF PANTEGO, TEXAS
Name of Owner

[Signature]
Signature of Owner

1614 S BOWEN RD PANTEGO TX 76013
Address City State Zip Code

Date

WARNING: State Law provides that falsifying information on any required statement or application is a third-degree felony.



[OPINION Letter – Counsel Letterhead]

_____, 20__

Frost Bank
100 W. Houston St., RB-2 Lease
San Antonio, Texas 78205

Ladies and Gentlemen:

As counsel for _____, ("Purchaser"), I have examined an executed counterpart of the Municipal Equipment Lease/Purchase Agreement and Exhibit "B" (Installment Payment Schedule) (collectively the "Municipal Lease Purchase Agreement") dated as of _____, 20__ between Purchaser and FROST BANK ("Bank"), the proceedings taken by the governing body of Purchaser to authorize Purchaser's execution of and performance under the Municipal Lease Purchase Agreement, including without limitation the meeting minutes and other documents and matters of law as I have deemed relevant and necessary in rendering this opinion.

Based upon the foregoing examination, I am of the opinion that:

1. Purchaser is a State or a political subdivision thereof, as those terms are used in section 103 of the United States Internal Revenue Code (the "Code"), and is authorized by the Constitution and laws of the State of Texas to enter into the transaction(s) contemplated by the Municipal Lease Purchase Agreement and to carry out its obligations thereunder.
2. Purchaser's obligations(s) under the Municipal Lease Purchase Agreement is a State or local bond within the meaning of section 103 of the Code.
3. The Municipal Lease Purchase Agreement has been duly authorized, executed and delivered by Purchaser, and constitutes the legal, valid and binding obligation of Purchaser, enforceable according to its terms, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, moratorium or other laws affecting the enforcement of creditor's rights generally or usual equity principles in the event equitable remedies should be sought.
4. No authorization, approval, consent or other order of any governmental authority, other than authorizations, approvals, consents and orders which have already been obtained, is required for the valid authorization, execution and delivery of the Municipal Lease Purchase Agreement or the performance by Purchaser of its obligations in the transactions contemplated thereby.
5. No litigation of any nature is now pending or, to my knowledge, threatened, challenging the authority of Purchaser to enter into, or seeking to restrain or enjoin the execution or performance by Purchaser of, the Municipal Lease Purchase Agreement, challenging the security interest of Bank or its assigns in the Equipment (as defined in the Municipal

Lease Purchase Agreement), nor seeking to restrain or enjoin Purchaser from appropriating sufficient funds to pay the installment payments contemplated by the Municipal Lease Purchase Agreement.

6. The execution and delivery of the Municipal Lease Purchase Agreement and the compliance with the provisions thereof by Purchaser and the consummation by Purchaser of the transactions contemplated thereby under the circumstances contemplated thereby, do not in any material respect conflict with or constitute on the part of Purchaser a breach of or default under any agreement or other instrument to which Purchaser is a party or by which it is bound or any existing law, regulation, court order or consent decree to which Purchaser is subject.
7. All required public bidding procedures, if any, applicable to an award to Bank of the transaction(s) contemplated under the Municipal Lease Purchase Agreement have been properly and completely followed by Purchaser.
8. The Equipment is personal property and, when subject to use by Purchaser, will not be or become fixtures under the laws of the State of Texas.

Very truly yours,

Name: _____

Title: Attorney for Purchaser



AGENDA BACKGROUND

AGENDA ITEM: Discuss, review, and consider action on setting the dates for the vote on the proposed 2014 Ad-Valorem Tax Rate and the 2014-2015 Fiscal Year Budget to be acted upon during the regular scheduled Town Council Agenda of September 8, 2014 and September 22, 2014 and to schedule two Public Hearings for the 2014 Ad-Valorem Tax Rate and the 2014/2015 Fiscal Year Budget for August 25, 2014 at 7:30 pm and September 2, 2014 at 6:30 pm.

DATE: August 11, 2014

PRESENTERS: Matthew Fielder, City Manager
Ariel Carmona, Finance Director

BACKGROUND:

Truth in taxation laws require that when a proposed tax rate for the entity's budget exceeds the rollback rate or the effective rate, whichever is lower, the taxing unit's governing body must vote to place a proposal to adopt the tax rate in the agenda as an action item. The vote must be recorded and the proposal must specify the desired rate.

If the motion passes, the governing body must schedule two public hearings on the proposed tax rate and notify the public of the dates, times and place for these hearings. The town must also provide information about the proposed tax rate at least seven days before the scheduled public hearings. The notice of these hearings will also be posted on the town's web site and published in the town's newspaper of record.

FISCAL IMPACT:

The current tax rate is \$.420000 per \$100.00 dollar valuation.
The effective rate is \$.414822 per \$100.00 dollar valuation.
The roll back rate is \$.429731 per \$100.00 dollar valuation

RECOMMENDATION:

In order to comply with Truth in Taxation laws, the Town Council will vote to place a proposal to adopt a tax rate per \$100 valuation on the agenda of the September 8, 2014 and September 22, 2014 council meetings. Once the vote is taken the public hearing dates must be set.

ATTACHMENT:

Notice of Current, Effective and Roll Back rates
2014 Tax Rate Worksheets
Unencumbered Fund Balances - Schedule A
2015 Debt Service – Schedule B
Revenue from Additional Sales Tax – Schedule C
Ad valorem Tax Analysis 2007 thru 2014

Director's Review: AC
City Manager's Review: MDF

2014 Property Tax Rates in Town of Pantego

This notice concerns the 2014 property tax rates for Town of Pantego. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$875,529
Last year's debt taxes	\$142,923
Last year's total taxes	\$1,018,452
Last year's tax base	\$242,488,571
Last year's total tax rate	\$0.420000/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$1,016,859
÷ This year's adjusted tax base (after subtracting value of new property)	\$245,130,955
=This year's effective tax rate (Maximum rate unless unit publishes notices and holds hearings.)	\$0.414822/\$100

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$1,133,883
÷ This year's adjusted tax base	\$245,130,955
=This year's effective operating rate	\$0.462562/\$100
x 1.08=this year's maximum operating rate	\$0.499566/\$100
+ This year's debt rate	\$0.035473/\$100
= This year's total rollback rate	\$0.535039/\$100
-Sales tax adjustment rate	\$0.105308/\$100
=Rollback tax rate	\$0.429731/\$100

Statement of Increase/Decrease

If Town of Pantego adopts a 2014 tax rate equal to the effective tax rate of \$0.414822 per \$100 of value, taxes would increase compared to 2013 taxes by \$4,470.

Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
	0

Schedule B - 2014 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable).

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
GO Refunding Bonds	55,000	2,019	0	57,019
Certificate of Obligation	25,000	5,456	0	30,456
Bonds				
Total required for 2014 debt service			\$87,475	
- Amount (if any) paid from Schedule A			\$0	
- Amount (if any) paid from other resources			\$0	
- Excess collections last year			\$0	
= Total to be paid from taxes in 2014			\$87,475	
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2014			\$0	
= Total debt levy			\$87,475	

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$259,682 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 100 E Weatherford St Fort Worth, TX 76102.

Name of person preparing this notice: Ron Wright

Title: Tarrant County Tax Assessor-Collector

Date Prepared: 08/01/2014

2014 Effective Tax Rate Worksheet

Town of Pantego

Date: 08/01/2014 10:08 AM

1. 2013 total taxable value. Enter the amount of 2013 taxable value on the 2013 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-third over-appraisal corrections from these adjustments. This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 14).	\$242,403,808
2. 2013 tax ceilings. Counties, cities and junior college districts. Enter 2013 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2013 or a prior year for homeowners age 65 or older or disabled, use this step.	\$0
3. Preliminary 2013 adjusted taxable value. Subtract Line 2 from Line 1.	\$242,403,808
4. 2013 total adopted tax rate.	\$0.420000/\$100
5. 2013 taxable value lost because court appeals of ARB decisions reduced 2013 appraised value. A. Original 2013 ARB Values.	\$48,213
B. 2013 values resulting from final court decisions.	\$33,841
C. 2013 value loss. Subtract B from A.	\$14,372
6. 2013 taxable value, adjusted for court-ordered reductions. Add Line 3 and Line 5C.	\$242,418,180
7. 2013 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2013. Enter the 2013 value of property in deannexed territory.	\$0
8. 2013 taxable value lost because property first qualified for an exemption in 2014. Note that lowering the amount or percentage of an existing exemption does not create a new exemption or reduce taxable value. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost to freeport or goods-in-transit exemptions.	
A. Absolute exemptions. Use 2013 market value:	\$0
B. Partial exemptions. 2014 exemption amount or 2014 percentage exemption times 2013 value:	\$379,219
C. Value loss. Add A and B.	\$379,219
9. 2013 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2014. Use only properties that qualified in 2014 for the first time; do not use properties that qualified in 2013.	
A. 2013 market value:	\$0
B. 2014 productivity or special appraised value:	\$0
C. Value loss. Subtract B from A.	\$0
10. Total adjustments for lost value. Add lines 7, 8C and 9C.	\$379,219

11. 2013 adjusted taxable value. Subtract Line 10 from Line 6.	\$242,038,961
12. Adjusted 2013 taxes. Multiply Line 4 by line 11 and divide by \$100.	\$1,016,563
13. Taxes refunded for years preceding tax year 2013. Enter the amount of taxes refunded by the taxing unit for tax years preceding tax year 2013. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2013. This line applies only to tax years preceding tax year 2013.	\$296
14. Taxes in tax increment financing (TIF) for tax year 2013. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2014 captured appraised value in Line 16D, enter 0.	\$0
15. Adjusted 2013 taxes with refunds and TIF adjustment. Add Lines 12 and 13, subtract Line 14.	\$1,016,859
16. Total 2014 taxable value on the 2014 certified appraisal roll today. This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 18). These homesteads include homeowners age 65 or older or disabled. A. Certified values: B. Counties: Include railroad rolling stock values certified by the Comptroller's office: C. Pollution control exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control property: D. Tax increment financing: Deduct the 2014 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2014 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 21 below. E. Total 2014 value. Add A and B, then subtract C and D.	\$240,746,689 \$0 \$0 \$0 \$240,746,689
17. Total value of properties under protest or not included on certified appraisal roll. A. 2014 taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value. B. 2014 value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value. C. Total value under protest or not certified: Add A and B.	\$2,967,256 \$2,879,169 \$5,846,425
18. 2014 tax ceilings. Counties, cities and junior colleges enter 2014 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision	\$0

in 2013 or a prior year for homeowners age 65 or older or disabled, use this step.	
19. 2014 total taxable value. Add Lines 16E and 17C. Subtract Line 18.	\$246,593,114
20. Total 2014 taxable value of properties in territory annexed after Jan. 1, 2013. Include both real and personal property. Enter the 2014 value of property in territory annexed.	\$0
21. Total 2014 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2013. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2013, and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2014.	\$1,462,159
22. Total adjustments to the 2014 taxable value. Add Lines 20 and 21.	\$1,462,159
23. 2014 adjusted taxable value. Subtract Line 22 from Line 19.	\$245,130,955
24. 2014 effective tax rate. Divide Line 15 by Line 23 and multiply by \$100.	\$0.414822/\$100
25. COUNTIES ONLY. Add together the effective tax rates for each type of tax the county levies. The total is the 2014 county effective tax rate.	

A county, city or hospital district that adopted the additional sales tax in November 2013 or in May 2014 must adjust its effective tax rate. The Additional Sales Tax Rate Worksheet sets out this adjustment. Do not forget to complete the Additional Sales Tax Rate Worksheet if the taxing unit adopted the additional sales tax on these dates.

2014 Rollback Tax Rate Worksheet

Town of Pantego

Date: 08/01/2014

26. 2013 maintenance and operations (M&O) tax rate.	\$0.361060/\$100
27. 2013 adjusted taxable value. Enter the amount from Line 11.	\$242,038,961
28. 2013 M&O taxes.	
A. Multiply Line 26 by Line 27 and divide by \$100.	\$873,905
B. Cities, counties and hospital districts with additional sales tax: Amount of additional sales tax collected and spent on M&O expenses in 2013. Enter amount from full year's sales tax revenue spent for M&O in 2013 fiscal year, if any. Other taxing units enter 0. Counties exclude any amount that was spent for economic development grants from the amount of sales tax spent.	\$259,682
C. Counties: Enter the amount for the state criminal justice mandate. If second or later year, the amount is for increased cost above last year's amount. Other taxing units enter 0.	\$0
D. Transferring function: If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in H below. The taxing unit receiving the function will add this amount in H below. Other taxing units enter 0.	\$0
E. Taxes refunded for years preceding tax year 2013: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2013. This line applies only to tax years preceding tax year 2013.	\$296
F. Enhanced indigent health care expenditures: Enter the increased amount for the current year's enhanced indigent health care expenditures above the preceding tax year's enhanced indigent health care expenditures, less any state assistance.	\$0
G. Taxes in TIF: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2014 captured appraised value in Line 16D, enter 0.	\$0
H. Adjusted M&O Taxes. Add A, B, C, E and F. For unit with D, subtract if discontinuing function and add if receiving function. Subtract G.	\$1,133,883
29. 2014 adjusted taxable value. Enter Line 23 from the Effective Tax Rate Worksheet.	\$245,130,955
30. 2014 effective maintenance and operations rate. Divide Line 28H by Line 29 and multiply by \$100.	\$0.462562/\$100
31. 2014 rollback maintenance and operation rate. Multiply Line 30 by 1.08.	\$0.499566/\$100
32. Total 2014 debt to be paid with property taxes and additional sales tax revenue. "Debt" means the interest and principal that will be paid on debts that:	

(1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses	
A. Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. List the debt in Schedule B: Debt Service.	\$87,475
B. Subtract unencumbered fund amount used to reduce total debt.	\$0
C. Subtract amount paid from other resources.	\$0
D. Adjusted debt. Subtract B and C from A.	\$87,475
33. Certified 2013 excess debt collections. Enter the amount certified by the collector.	\$0
34. Adjusted 2014 debt. Subtract Line 33 from Line 32D.	\$87,475
35. Certified 2014 anticipated collection rate. Enter the rate certified by the collector. If the rate is 100 percent or greater, enter 100 percent.	100.00%
36. 2014 debt adjusted for collections. Divide Line 34 by Line 35	\$87,475
37. 2014 total taxable value. Enter the amount on Line 19.	\$246,593,114
38. 2014 debt tax rate. Divide Line 36 by Line 37 and multiply by \$100.	\$0.035473/\$100
39. 2014 rollback tax rate. Add Lines 31 and 38.	\$0.535039/\$100
40. COUNTIES ONLY. Add together the rollback tax rates for each type of tax the county levies. The total is the 2014 county rollback tax rate.	

A taxing unit that adopted the additional sales tax must complete the lines for the Additional Sales Tax Rate. A taxing unit seeking additional rollback protection for pollution control expenses completes the Additional Rollback Protection for Pollution Control.

2014 Additional Sales Tax Rate Worksheet Town of Pantego

Date: 08/01/2014

<p>41. Taxable Sales. For taxing units that adopted the sales tax in November 2013 or May 2014, enter the Comptroller's estimate of taxable sales for the previous four quarters. Taxing units that adopted the sales tax before November 2013, skip this line.</p>	\$0
<p>42. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. Taxing units that adopted the sales tax in November 2013 or in May 2014. Multiply the amount on Line 41 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95.</p> <p style="text-align: center;">- or -</p> <p>Taxing units that adopted the sales tax before November 2013. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.</p>	\$259,682
<p>43. 2014 total taxable value. Enter the amount from Line 37 of the Rollback Tax Rate Worksheet.</p>	\$246,593,114
<p>44. Sales tax adjustment rate. Divide Line 42 by Line 43 and multiply by \$100.</p>	\$0.105308/\$100
<p>45. 2014 effective tax rate, unadjusted for sales tax. Enter the rate from Line 24 or 25, as applicable, on the Effective Tax Rate Worksheet.</p>	\$0.414822/\$100
<p>46. 2014 effective tax rate, adjusted for sales tax. Taxing units that adopted the sales tax in November 2013 or in May 2014. Subtract Line 44 from Line 45. Skip to Line 47 if you adopted the additional sales tax before November 2013.</p>	\$0.414822/\$100
<p>47. 2014 rollback tax rate, unadjusted for sales tax. Enter the rate from Line 39 or 40, as applicable, of the Rollback Tax Rate Worksheet.</p>	\$0.535039/\$100
<p>48. 2014 rollback tax rate, adjusted for sales tax. Subtract Line 44 from Line 47.</p>	\$0.429731/\$100

Analysis of Ad Valorem Tax

**CERTIFIED
JULY**

Fiscal Year Tax Year	FY 08 2007	FY 09 2008	FY 10 2009	FY 11 2010	FY 12 2011	FY 13 2012	FY 14 2013	FY 15 2014
Total Appraised Value	\$ 278,972,521	\$ 309,123,320	\$ 308,123,320	\$ 297,404,448	\$ 292,853,352	\$ 297,887,891	\$ 295,336,451	\$ 299,216,218
Less : Cases before appraisal review board	7,974,549	27,550,477	20,996,483	10,078,088	5,754,386	6,669,507	7,179,781	4,267,378
Less: Incomplete accounts	1,813,988	3,248,363	16,062,273	1,544,929	6,008,654	5,630,556	7,174,015	2,884,208
Certified appraised value	269,183,984	278,324,480	271,064,564	285,781,431	281,090,312	285,587,828	280,982,655	292,064,632
Less: Absolute exemptions	-	3,355,878	7,436,357	7,381,280	7,284,859	8,207,800	7,355,858	8,220,832
Appraised value less absolute exemptions	269,183,984	274,968,602	263,768,082	278,400,151	273,805,453	277,380,028	273,626,797	283,843,800
Less : Partial Exemptions	31,857,198	42,482,047	41,461,157	42,539,829	43,272,563	42,314,285	42,822,541	43,097,111
Certified net taxable value	237,326,786	232,486,555	222,306,925	235,860,322	230,532,890	235,065,743	230,804,256	240,746,689
Plus: minimum taxable value under protest	5,199,054	18,781,139	13,436,063	6,885,359	3,917,255	4,479,097	4,869,228	2,967,256
Plus: Estimated Taxable value incomplete properties	1,811,910	2,897,853	16,043,470	1,526,329	6,004,340	5,575,003	6,304,118	2,879,169
Estimated total net taxable value	<u>\$ 244,337,750</u>	<u>\$ 254,165,547</u>	<u>\$ 251,786,458</u>	<u>\$ 244,272,010</u>	<u>\$ 240,454,485</u>	<u>\$ 245,119,843</u>	<u>\$ 241,977,602</u>	<u>\$ 246,593,114</u>
Tax Rate Adjusted for \$100 valuation	0.0037327	0.0037327	0.0037327	0.0037327	0.0041000	0.0041000	0.0042000	0.0042000
Tax Levy	912,040	948,724	939,843	911,794	985,863	1,004,991	1,016,306	1,035,691
Debt service requirement	144,166	145,253	141,156	136,359	141,763	142,248	142,261	87,475
M&O (general fund) estimated(budget) revenue	767,874	803,471	798,687	775,435	844,100	862,743	874,045	948,216
Budgeted Ad Valorem Tax:								
General Fund (M&O)	767,859	800,000	800,000	780,000	845,000	860,000	880,000	950,000
Debt Service Fund (I&S)	144,166	145,253	141,156	136,359	141,763	142,248	142,261	87,475
Tax Rate	0.373270	0.373270	0.373270	0.373270	0.410000	0.410000	0.420000	0.420000
Effective Tax Rate	0.387351	0.360687	0.385972	0.396162	0.377211	0.406517	0.413662	0.414822
Rollback Rate	0.521015	0.517239	0.537857	0.540890	0.506106	0.528683	0.553217	0.535039
Rollback Adjusted for Sales Tax	0.397400	0.398451	0.427114	0.446630	0.414712	0.441371	0.450581	0.429731
M&O Rate	0.315197	0.31505	0.317208	0.317448	0.351044	0.35216	0.36106	0.38532
I&S Rate	0.058073	0.05822	0.056062	0.055822	0.058956	0.05784	0.05894	0.03468
M&O % of Total Tax rate	84%	84%	85%	85%	86%	86%	86%	91.74%
I&S % of Total Tax rate	16%	16%	15%	15%	14%	14%	14%	8.26%



AGENDA BACKGROUND

AGENDA ITEM: Discuss and review the 2014 Ad-Valorem Certified Tax Roll from the Tarrant County Appraisal District.

DATE: August 11, 2014

PRESENTERS: Matthew Fielder, City Manager
Ariel Carmona, Finance Director

BACKGROUND:

Receive the 2014 Ad-Valorem Certified Tax Roll from the Tarrant Appraisal District.

FISCAL IMPACT:

N/A

RECOMMENDATION:

No action necessary on this item – For informational purposes only.

ATTACHMENTS:

2014 Appraisal Roll Information Valuation Summary
2013 Appraisal Roll Information Valuation Summary (for comparison purposes only)

Director's Review: AC
City Manager's Review: MDF



TARRANT APPRAISAL DISTRICT

TOWN OF PANTEGO

**2014 Supplemental Certified Appraisal Roll
Valuation Summary**

I, Jeff Law, Chief Appraiser for the Tarrant Appraisal District, to the best of my ability do solemnly swear that the attached is that portion of the appraisal roll of the Tarrant Appraisal District which lists property taxable by the above named entity and constitutes their supplemental certified appraisal roll.

APPRAISED VALUE (Considers Value Caps) - - - - - > \$ 299,216,218

Absolute Exemption	\$	8,220,832
Cases before ARB	\$	4,267,378
Incompletes	\$	2,884,208
Deferred, Special Use, and Partial Exemptions	\$	43,097,111

See Totals Report for breakdown of each Exemption

NET TAXABLE VALUE - - - - - > \$ 240,746,689

Appraised value minus Absolute Exemption amount, minus ARB amount, minus Incompletes, minus Deferred, Special Use and Partial Exemptions to equal the NTV.

ESTIMATED NET TAXABLE VALUE - - - - - > \$ 246,593,114

Including suggested values to be used for pending A.R.B. accounts (see page two), and Incomplete accounts (see page three).

Jeff Law, Chief Appraiser



TARRANT APPRAISAL DISTRICT
Jeff Law, Chief Appraiser

TOWN OF PANTEGO

2014 Appraisal Review Board Information

Section 25.01 (c) of the State Property Tax Code directs the chief appraiser to prepare a list of all properties under protest with the Appraisal Review Board and pending disposition at the time of value roll certification.

The values below are from the ARB roll and are not included in the totals certified by the chief appraiser and represented on page 1 of this report.

\$	4,267,378	Total appraised value of properties under protest.
\$	4,238,938	Net taxable value of properties under protest.
\$	2,967,256	Estimated minimum taxable value for the same properties. This value should be added to the net taxable value on page one.



TARRANT APPRAISAL DISTRICT
Jeff Law, Chief Appraiser

TOWN OF PANTEGO

2014 Incomplete Property Information

Section 26.01(d) of the State Property Tax Code directs the chief appraiser to prepare a list of all properties that are not on the certified appraisal roll and not included on the ARB roll.

The values below are from the incomplete property listing and are not included in the totals certified by the chief appraiser and represented on page 1 of this report.

The value of incomplete properties are subject to change and are also subject to appeal before the Appraisal Review Board.

\$	2,884,208	Total appraised value of incomplete properties
\$	2,879,169	Estimated net taxable value of incomplete properties

07/22/2014
7.18.07
TOT200EP

TARRANT APPRAISAL DISTRICT
TOWN OF PANTEGO
TOTALS REPORT
2014

019
JUL
ROLL: CERTIFIED

REPORT ITEM		APPRAISED VALUE	ACCOUNTS	TAXABLE VALUE
1. REAL ESTATE RESIDENTIAL	(+)	142,308,244	937	99,233,630
2. REAL ESTATE COMMERCIAL	(+)	111,610,953	233	103,684,176
3. REAL ESTATE INDUSTRIAL	(+)	744,030	3	744,030
4. PERSONAL PROPERTY COMMERCIAL	(+)	40,821,886	616	40,722,615
5. PERSONAL PROPERTY INDUSTRIAL	(+)	2,535,275	10	2,535,275
6. MINERAL LEASE PROPERTIES	(+)	1,195,830	8,935	945,070
7. AGRICULTURE PROPERTIES	(+)	0	0	0
8. TOTAL APPRAISED VALUE	(=)	299,216,218	10,734	247,864,796
9. CASES BEFORE ARB	(-)	4,267,378	18	4,238,938
10. INCOMPLETE ACCOUNTS	(-)	2,884,208	2,517	2,879,169
11. CERTIFIED APPRAISED VALUE	(=)	292,064,632	8,199	240,746,689
EXEMPTION DETAIL		EXEMPT AMOUNT	ACCOUNTS	APPRAISED VALUE
12. ABSOLUTE EXEMPTIONS		8,220,832	45	8,220,832
13. AG DEFERRALS		0	0	0
14. SCENIC DEFERRALS		0	0	0
15. ABATEMENTS		0	0	0
16. PUBLIC ACCESS AIRPORTS		0	0	0
17. INDIGENT HOUSING		0	0	0
18. NOMINAL VALUE ACCOUNTS		231,710	3,905	231,710
19. DISABLED VETS		1,258,100	24	4,163,700
20. FREEPORT INVENTORY		0	0	0
21. GOODS IN TRANSIT		0	0	0
22. HOMESTEADS - STATE MANDATE		0	0	0
23. OVER 65 - STATE MANDATE		0	0	0
24. DISABLED - STATE MANDATE		0	0	0
25. HOMESTEADS - LOCAL OPTION		23,507,301	704	117,802,098
26. OVER 65 - LOCAL OPTION		18,040,000	367	57,829,274
27. DISABLED - LOCAL OPTION		60,000	6	964,200
28. SOLAR/WIND		0	0	0
29. POLLUTION CONTROL		0	0	0
30. COMM HSE DEV		0	0	0
31. PRORATED ABSOLUTE		0	0	0
32. HISTORIC SITES		0	0	0
33. FOREIGN TRADE ZONE		0	0	0
34. TOTAL EXEMPT AMOUNT	(-)	51,317,943		
35. NET TAXABLE VALUE	(=)	240,746,689	8,199	292,064,632
NEW EXEMPTIONS THIS YEAR (INCLUDED IN ITEM 12 TO 33)		EXEMPT AMOUNT	ACCOUNTS	APPRAISED VALUE
36. NEW ABSOLUTE EXEMPTIONS		0	0	0
37. NEW AG DEFERRALS		0	0	0
38. NEW SCENIC DEFERRALS		0	0	0
39. NEW ABATEMENTS		0	0	0
40. NEW PUBLIC ACCESS AIRPORTS		0	0	0
41. NEW INDIGENT HOUSING		0	0	0
42. NEW NOMINAL VALUE ACCOUNTS		0	0	0
43. NEW DISABLED VETS		5,000	1	263,900
44. NEW FREEPORT INVENTORY		0	0	0
45. NEW GOODS IN TRANSIT		0	0	0

07/22/2014
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TARRANT APPRAISAL DISTRICT
TOWN OF PANTEGO
TOTALS REPORT
2014

019
JUL
ROLL: CERTIFIED

NEW EXEMPTIONS THIS YEAR	EXEMPT AMOUNT	ACCOUNTS	APPRAISED VALUE
46. NEW HOMESTEADS - STATE MANDATE	0	0	0
47. NEW OVER 65 - STATE MANDATE	0	0	0
48. NEW DISABLED - STATE MANDATE	0	0	0
49. NEW HOMESTEADS - LOCAL OPTION	324,219	8	1,621,095
50. NEW OVER 65 - LOCAL OPTION	50,000	1	269,100
51. NEW DISABLED - LOCAL OPTION	0	0	0
52. NEW SOLAR/WIND	0	0	0
53. NEW POLLUTION CONTROL	0	0	0
54. NEW COMM HSE DEV	0	0	0
55. NEW PRORATED ABSOLUTE	0	0	0
56. NEW HISTORIC SITES	0	0	0
57. NEW FOREIGN TRADE ZONE	0	0	0

NEW CONSTRUCTION	TAXABLE VALUE	ACCOUNTS	APPRAISED VALUE
58. ALL REAL ESTATE	1,462,159	11	1,543,282
59. NEW BUSINESS IN NEW IMPROVEMENT	0	0	0
60. TOTAL NEW CONSTRUCTION	1,462,159	11	1,543,282
61. NEW CONSTRUCTION IN RESIDENTIAL	1,235,926	9	1,317,049
62. NEW CONSTRUCTION IN COMMERCIAL	226,233	2	226,233

63. ANNEXATIONS	0	0	0
64. DEANNEXATIONS	0	0	0

TAX CEILINGS	TAXABLE VALUE	ACCOUNTS	CEILING AMOUNT
65. OVER 65	0	0	.00
66. DISABLED PERSON	0	0	.00
67. TOTAL CEILINGS (INCLUDED IN ABOVE)	0	0	.00
68. NEW OVER 65 CEILINGS	0	0	.00
69. NEW DISABLED PERSON CEILINGS	0	0	.00

CAPPED ACCOUNTS	CAP VALUE	ACCOUNTS	CAP LOSS
70. CAP TOTAL	1,204,224	6	168,176
71. NEW CAP THIS YEAR	839,579	5	73,921

ALL EXEMPTIONS BY GROUP	EXEMPT AMOUNT	ACCOUNTS	APPRAISED VALUE
72. ALL RESIDENTIAL ACCOUNTS	43,074,614		142,308,244
73. ALL COMMERCIAL ACCOUNTS	8,026,048		152,432,839
74. ALL INDUSTRIAL ACCOUNTS	0		3,279,305
75. ALL MINERAL LEASE ACCOUNTS	250,760		1,195,830
76. ALL AGRICULTURE ACCOUNTS	0		0



TARRANT APPRAISAL DISTRICT

TOWN OF PANTEGO

2013 Certified Appraisal Roll Valuation Summary

I, Jeff Law, Chief Appraiser for the Tarrant Appraisal District, to the best of my ability do solemnly swear that the attached is that portion of the appraisal roll of the Tarrant Appraisal District which lists property taxable by the above named entity and constitutes their certified appraisal roll.

APPRAISED VALUE (Considers Value Caps) - - - - - > \$ 295,336,451

Absolute Exemption	\$	7,355,858
Cases before ARB	\$	7,179,781
Incompletes	\$	7,174,015
Deferred, Special Use, and Partial Exemptions	\$	42,822,541

See Totals Report for breakdown of each Exemption

NET TAXABLE VALUE - - - - - > \$ 230,804,256

Appraised value minus Absolute Exemption amount, minus ARB amount, minus Incompletes, minus Deferred, Special Use and Partial Exemptions to equal the NTV.

ESTIMATED NET TAXABLE VALUE - - - - - > \$ 241,977,602

Including suggested values to be used for pending A.R.B. accounts (see page two), and Incomplete accounts (see page three).

Handwritten signature of Jeff Law

Jeff Law, Chief Appraiser



TARRANT APPRAISAL DISTRICT
Jeff Law, Chief Appraiser

TOWN OF PANTEGO

2013 Appraisal Review Board Information

Section 25.01 (c) of the State Property Tax Code directs the chief appraiser to prepare a list of all properties under protest with the Appraisal Review Board and pending disposition at the time of value roll certification.

The values below are from the ARB roll and are not included in the totals certified by the chief appraiser and represented on page 1 of this report.

- \$ 7,179,781 Total appraised value of properties under protest.

- \$ 6,956,041 Net taxable value of properties under protest.

- \$ 4,869,228 Estimated minimum taxable value for the same properties.
This value should be added to the net taxable value on page one.



TOWN OF PANTEGO

2013 Incomplete Property Information

Section 26.01(d) of the State Property Tax Code directs the chief appraiser to prepare a list of all properties that are not on the certified appraisal roll and not included on the ARB roll.

The values below are from the incomplete property listing and are not included in the totals certified by the chief appraiser and represented on page 1 of this report.

The value of incomplete properties are subject to change and are also subject to appeal before the Appraisal Review Board.

\$	7,174,015	Total appraised value of incomplete properties
\$	6,304,118	Estimated net taxable value of incomplete properties

07/22/2013
7.37.41
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TARRANT APPRAISAL DISTRICT
TOWN OF PANTEGO
TOTALS REPORT
2013

019
JUL
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REPORT ITEM		APPRAISED VALUE	ACCOUNTS	TAXABLE VALUE
1. REAL ESTATE RESIDENTIAL	(+)	139,317,961	937	96,315,249
2. REAL ESTATE COMMERCIAL	(+)	109,855,781	233	101,929,004
3. REAL ESTATE INDUSTRIAL	(+)	744,030	3	744,030
4. PERSONAL PROPERTY COMMERCIAL	(+)	41,533,275	626	41,433,568
5. PERSONAL PROPERTY INDUSTRIAL	(+)	2,613,144	10	2,613,144
6. MINERAL LEASE PROPERTIES	(+)	1,272,260	7,435	1,029,420
7. AGRICULTURE PROPERTIES	(+)	0	0	0
8 TOTAL APPRAISED VALUE	(=)	295,336,451	9,244	244,064,415
9. CASES BEFORE ARB	(-)	7,179,781	39	6,956,041
10. INCOMPLETE ACCOUNTS	(-)	7,174,015	2,255	6,304,118
11. CERTIFIED APPRAISED VALUE	(=)	280,982,655	6,950	230,804,256

EXEMPTION DETAIL		EXEMPT AMOUNT	ACCOUNTS	APPRAISED VALUE
12. ABSOLUTE EXEMPTIONS		7,355,858	41	7,355,858
13. AG DEFERRALS		0	0	0
14. SCENIC DEFERRALS		0	0	0
15. ABATEMENTS		0	0	0
16. PUBLIC ACCESS AIRPORTS		0	0	0
17. INDIGENT HOUSING		0	0	0
18. NOMINAL VALUE ACCOUNTS		224,342	2,825	224,342
19. DISABLED VETS		1,221,080	23	3,829,880
20. FREEPORT INVENTORY		0	0	0
21. GOODS IN TRANSIT		0	0	0
22. HOMESTEADS - STATE MANDATE		0	0	0
23. OVER 65 - STATE MANDATE		0	0	0
24. DISABLED - STATE MANDATE		0	0	0
25. HOMESTEADS - LOCAL OPTION		23,097,119	708	115,744,495
26. OVER 65 - LOCAL OPTION		18,240,000	370	57,149,600
27. DISABLED - LOCAL OPTION		40,000	5	586,000
28. SOLAR/WIND		0	0	0
29. POLLUTION CONTROL		0	0	0
30. COMM HSE DEV		0	0	0
31. PRORATED ABSOLUTE		0	0	0
32. HISTORIC SITES		0	0	0
33. FOREIGN TRADE ZONE		0	0	0
34 TOTAL EXEMPT AMOUNT	(-)	50,178,399		
35 NET TAXABLE VALUE	(=)	230,804,256	6,950	280,982,655

NEW EXEMPTIONS THIS YEAR (INCLUDED IN ITEM 12 TO 33)		EXEMPT AMOUNT	ACCOUNTS	APPRAISED VALUE
36. NEW ABSOLUTE EXEMPTIONS		0	0	0
37. NEW AG DEFERRALS		0	0	0
38. NEW SCENIC DEFERRALS		0	0	0
39. NEW ABATEMENTS		0	0	0
40. NEW PUBLIC ACCESS AIRPORTS		0	0	0
41. NEW INDIGENT HOUSING		0	0	0
42. NEW NOMINAL VALUE ACCOUNTS		0	0	0
43. NEW DISABLED VETS		0	0	0
44. NEW FREEPORT INVENTORY		0	0	0
45. NEW GOODS IN TRANSIT		0	0	0

07/22/2013
7.37.41
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TARRANT APPRAISAL DISTRICT
TOWN OF PANTEGO
TOTALS REPORT
2013

019
JUL
ROLL: CERTIFIED

NEW EXEMPTIONS THIS YEAR	EXEMPT AMOUNT	ACCOUNTS	APPRAISED VALUE
46. NEW HOMESTEADS - STATE MANDATE	0	0	0
47. NEW OVER 65 - STATE MANDATE	0	0	0
48. NEW DISABLED - STATE MANDATE	0	0	0
49. NEW HOMESTEADS - LOCAL OPTION	554,980	13	2,774,900
50. NEW OVER 65 - LOCAL OPTION	200,000	4	904,700
51. NEW DISABLED - LOCAL OPTION	0	0	0
52. NEW SOLAR/WIND	0	0	0
53. NEW POLLUTION CONTROL	0	0	0
54. NEW COMM HSE DEV	0	0	0
55. NEW PRORATED ABSOLUTE	0	0	0
56. NEW HISTORIC SITES	0	0	0
57. NEW FOREIGN TRADE ZONE	0	0	0

NEW CONSTRUCTION	TAXABLE VALUE	ACCOUNTS	APPRAISED VALUE
58. ALL REAL ESTATE	498,220	6	569,600
59. NEW BUSINESS IN NEW IMPROVEMENT	0	0	0
60. TOTAL NEW CONSTRUCTION	498,220	6	569,600
61. NEW CONSTRUCTION IN RESIDENTIAL	498,220	6	569,600
62. NEW CONSTRUCTION IN COMMERCIAL	0	0	0

63. ANNEXATIONS	0	0	0
64. DEANNEXATIONS	0	0	0

TAX CEILINGS	TAXABLE VALUE	ACCOUNTS	CEILING AMOUNT
65. OVER 65	0	0	.00
66. DISABLED PERSON	0	0	.00
67. TOTAL CEILINGS (INCLUDED IN ABOVE)	0	0	.00
68. NEW OVER 65 CEILINGS	0	0	.00
69. NEW DISABLED PERSON CEILINGS	0	0	.00

CAPPED ACCOUNTS	CAP VALUE	ACCOUNTS	CAP LOSS
70. CAP TOTAL	997,256	3	152,844
71. NEW CAP THIS YEAR	997,256	3	152,844

ALL EXEMPTIONS BY GROUP	EXEMPT AMOUNT	ACCOUNTS	APPRAISED VALUE
72. ALL RESIDENTIAL ACCOUNTS	43,002,712		139,317,961
73. ALL COMMERCIAL ACCOUNTS	8,026,484		151,389,056
74. ALL INDUSTRIAL ACCOUNTS	0		3,357,174
75. ALL MINERAL LEASE ACCOUNTS	242,840		1,272,260
76. ALL AGRICULTURE ACCOUNTS	0		0



AGENDA BACKGROUND

AGENDA ITEM: Discuss, review and receive the certified anticipated collection rate for tax year 2014 from the Tarrant County Tax Assessor Collector.

DATE: August 11, 2014

PRESENTERS: Matthew Fielder, City Manager
Ariel Carmona, Finance Director

BACKGROUND:

Receive the 2014 anticipated collection rate for Ad-Valorem Tax from Tarrant County.

FISCAL IMPACT:

N/A

RECOMMENDATION:

No action necessary – For informational purposes only.

ATTACHMENT:

Certification letter from Jim Pritchard, Associate Chief Deputy Tax Assessor-Collector

Director's Review: AC
City Manager's Review: MDF



TARRANT COUNTY TAX OFFICE

100 E Weatherford St, Room 105
Fort Worth, Texas 76196-0301
817-884-1100 Taxoffice@tarrantcounty.com

Ron Wright
Tax Assessor-Collector

July 3, 2014

Mr Robert Newsome
Finance Director
Town of Pantego
PO Box 13210
Pantego TX 76094-0210

Re: Certified Estimate of Anticipated Collection Rate for Tax Year 2014

Dear Mr Newsome:

Section 26.04 (b) of the TEXAS TAX CODE requires your Tax Collector to certify your entity's anticipated collection rate for the current year.

The anticipated collection rate for your entity for tax year 2014 is 100.00%.

If the actual collection rate for 2013 exceeded the anticipated rate for that year, the collector must also certify the amount of debt taxes collected in excess of the anticipated rate. When calculating the debt rate for 2014 the rate must be adjusted to compensate for excess debt collections in 2013.

Your excess debt collection for the 2013 tax year is \$0.00.

I am also including a form on which you should report your tax year 2014 tax rates and exemptions. Please return this completed form to the Tarrant County tax office by September 12, 2014. If you are able to set your tax rate before this date please provide the information as soon as it is available.

If I may be of further assistance to you, please call me at (817) 884-1123 or come by my office in the Administration Building – Room 102.

Sincerely,

Jim Pritchard

James E. Pritchard, PCC
Associate Chief Deputy - Property

For:
Ron Wright
Tarrant County Tax Assessor-Collector



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct staff, and consider action on an update from the City Manager regarding Pantego Fest 2014.

Date: August 11, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Staff will be reviewing options for advertising Pantego Fest with Council. Four proposals for radio advertising have been obtained by April Coltharp. They are:

CBS	\$3,250
Clear Channel KZPS	\$4,475
Clear Channel Digital	\$2,650
Disney Radio	\$3,000

Each proposal contains different opportunities for varied exposure. Staff recommends CBS Radio as the best combination of pre-event and on-site advertising.

In addition, April has obtained a proposal for billboards at I-30/Randal Mill and I-20 and Loop 820 at a cost of \$1,500 for the week prior to the event. Staff recommends utilizing these funds for direct mail advertising, which we believe offers a better return on our investment.

FISCAL IMPACT:

\$3,250 for radio advertising

RECOMMENDATION:

Staff recommends Council authorize the City Manager to enter into an agreement with CBS Radio for advertising Pantego Fest.

ATTACHMENTS:

Proposals for radio advertising
Proposal for billboards

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



Prepared For: April Coltharp

Prepared By: Jamal Abboud

CBS Radio to Provide:

Campaign	Schedule
On-Air :30 Promos 9/18-9/28	Inclusion in Ten (10) Promotional Spots on KLUV-FM Inclusion in Twenty (20) Promotional Spots on KJKK-FM (JACK) Inclusion in Thirty (10) Promotional Spots on KRLD-FM (FAN)
On-Air :15 Promos 9/18-9/28	Inclusion in Twenty (10) Promotional Spots on KLUV-FM Inclusion in Twenty (20) Promotional Spots on KJKK-FM (JACK) Inclusion in Twenty (10) Promotional Spots on KRLD-FM (FAN)
Digital	100,000 Web Banner Impressions (728 x 90 and 300x250) to Run on CBSDFW.com
Event Listings 9/15-9/28	2-Week Event Listing on KLUV.com 2-Week Event Listing on KJKK.com 2-Week Event Listing on 1053TheFan.com 2- Week Event Listing on CBSDFW.com
Onsite	Provide 10x20 Booth Activation from KRLD-FM and/or JACK and/or KLUV
Offsite	10x10 Booth Activation for PantegoFEST at CBS Radio's Beer Bourbon & Brisket Festival at FW's Panther Island Pavilion on September 20 (all ages). Hosted by KLUV/KJKK/KRLD-FM (FAN)

PantegoFEST to Provide:

Campaign	Schedule
Logo Inclusion	CBS Radio to be Exclusive Radio Partner CBS Radio Logos to be Listed on All Marketing Collateral + Website + Emails
Onsite Activation	Opportunities for KLUV and KRLD-FM to Activate Onsite with a 10x20 Booth (1-2 days of event) Opportunity to have Signage in Prominent Spaces Ability to have Station Vehicles Onsite Emcee Opportunities for KLUV and KRLD-FM at Event (based on availability)

Total Investment: \$3,250 (Promotional Value: \$11,400)



PERSONALITY APPEARANCE



At your Personality Appearance, Lone Star 92.5 listeners will be invited to stop by and get involved in all the happenings on Saturday, September 27th during Pantego Fest!

The Lone Star vehicle ... cool prizes ... along with all of your on-site activities are sure to attract event attendees. Once the festival goers arrive, your Lone Star personality will encourage everyone to participate in the day's activities, while enjoying food and beverages with family and friends!

These prizes could include ...

- § Station premiums and product samples
- § Tickets to upcoming events, movie premieres, tickets to Lone Star concerts or CD's from core artists



Lone Star 92.5 will provide ...

- § Lone Star vehicle, banners and directional signage at your event for (2) hours (time TBD on Saturday)
- § Lone Star 92.5 Personality on-site interacting with Pantego Fest attendees
- § Inclusion on the LoneStar925.com Events Page week of
- § (10) :15 recorded promotional announcements to air 12a-12a (3) days prior to appearance
- § (30) :15 recorded iHeartRadio mobile streaming promos airing W-F 6a-7p week of
- § (14) :05 adlets running W-F 6a-7p. Don't miss Pantego Fest this Friday thru Saturday, visit PantegoFest.com
- § (18) :15 Pantego Fest commercials 12 to air Th-F 6a-7p and 6 to air Sat-Su 9a-4p
- § (2) :30 "simi-live" pre-recorded call-ins to run while the station is on-site

- § Net Investment: \$4,475 (includes \$500 talent fee)

NOTE: No other radio stations are allowed on-site during a Lone Star 92.5 Personality Appearance.

*** All appearances date/times/talent subject to promotions approval!**



Presented To: April Coltharp, for the Town of Pantego
Presented By: Gayle Greiner, CCM+E Dallas

Station Information	Cluster 6+ Cume: 3,357,200						
	Call Letters	KDGE-FM	KDMX-FM	KEGL-FM	KHKs-FM	KZPS-FM	KFXR-AM
	Format	Alternative	Hot AC	Active Rock	Pop CHR	Classic Rock	News/Talk/Info
	Dial Position	102.1 FM	102.9 FM	97.1 FM	106.1 FM	92.5 FM	1190 AM
	Brand	102.1 The Edge	NOW 102.9	97.1 The Eagle	KISS FM	92.5 Lonestar	1190 AM
	Slogan	DFW's Alternative	Music Variety for Dallas-Ft. Worth	The Eagle Rocks	Dallas-Ft. Worth's Hit Music	Classic Rock for Dallas	Dallas News Talk
	Website	kdge.com	1029now.com	kegl.com	1061kissfm.com	lonestar925.com	dfw1190am.com
	Listener Rewards	Edgeheads	NOW Rewards	Rockaholics	KISS Extra	Lonestar Workforce	
Audience M-Su 6a-12m	Weekly Cume	987,900	1,417,800	809,000	1,949,300	1,046,500	
	Target Listener	P18-49	P25-54	M25-54	P18-34	M25-54	
	Median Age	32	34	34	30	48	n/a
	AQH Gender Comp	M56% F44%	M45% F55%	M71% F29%	M40% F60%	M76% F24%	M46% F54%
	AQH Race Comp (Black/Hispanic/Other)	B3% H25% O72%	B6% H28% O66%	B3% H25% O72%	B8% H36% O57%	B2% H19% O78%	B1% H22% O77%
Digital Audience	Monthly Uniques	260,630	25,722	104,468	256,646	54,461	2,808
	Average Active Sessions (MF 5a-8p)	622	632	406	1,177	1,020	21
	Total Listening Hours	239,050	229,634	305,352	913,995	378,596	18,057
	Facebook Likes	45,003	17,997	35,509	98,860	18,642	100
	Twitter Followers	9,706	8,318	4,400	18,000	1,274	79
Weekday Programming	5a	KDGE-FM		KEGL-FM		Doc Reno	Sam Sorbo 5a – 6a
	6a		The Bert Show 5a-9a		Kidd Kraddick Show (Junior /Traffic) 5a-10a		
	7a	Jagger Mornings: Jagger, Mondo, Jasmine & Josh 6a-10a		Cindy Scull 6a-10a		Bo & Jim 6a-10a	Yorba Trader's Show 6a-7:30a
	8a		Tara				Opening Bell 7:30a-9a
	9a						
	10a					Laura Steele 10a-2p	Lifestyle's Unlimited 9a-10a
	11a	Ayo 10a-2p	Chris Davis 10a-3p	Chris Ryan 10a-3p	Toby Knapp 10a-3p		Adrift Spa 10a-11a
	12n						Glen Beck 11a-1p
	1p						
	2p						
	3p		On-Air With Ryan Seacrest 3p-7p	The Russ Martin Show (Russ, Dan, Clo and Alfie) 3p-7p	Billy the Kidd 3p-7p	Jeff K 2p-7p	Willie Lambright Show 1p-2p
	4p	Jessie 2p-7p					Yorba Trader's Show 2p-3p
	5p						
	6p						
	7p						Rodney Anderson Show 3p-4p
	8p						
	9p	Kade 7p-12m	EJ 7p-12m	Sixx Sense w/Nikki Sixx 7p-12m	Cruz 7p-12m	Ted McKay 7p-12m	Noram Capital 4p-6p
	10p						The Jerry Doyal Show 6p-9p
	11p						
	12m						
1a							
2a	KDGE-FM	KDMX-FM	Shroom	Junior	Doc Reno	The Sam Sorbo Show 9p-12a	
3a							
4a							

Source: Nielsen Audio, Feb-Mar-Apr14, M-Su 6a-12m, Persons 6+; Triton Digital/Facebook/Twitter, Mar14

Sa-Su 6a-12m											
Call Letters		KDGE-FM	KDMX-FM	KEGL-FM	KHKS-FM	KZPS-FM	KFXR-AM				
Weekly Cume		492,600	672,200	384,600	957,100	458,000					
Saturday Programming	12a	KDGE-FM	KDMX-FM	DZL	Priscilla	BMan	Coast to Coast AM with George Noory				
	1a										
	2a										
	3a										
	4a										
	5a										
	6a	Josh Hart	American Top 40 with Ryan Seacrest	Brotha Fred	KZPS-FM	KFXR-AM					
	7a										
	8a										
	9a	Jessie	Tara	Chris Ryan	Billy the Kidd	Real Deal Show - John Clay Wolfe					
	10a										
	11a										
	12p										
	1p	Daniel	KDMX-FM	Scafidi	Kasper	Tuttle Talk-Real Estate					
	2p										
	3p										
	4p										
5p	DJ Merritt	Dylan Riggs	Joe Kelly	Cruz	KZPS-FM	Race Talk-Motorsports					
6p											
7p											
8p											
9p											
10p											
11p	Sunday Programming	KDGE-FM	KDMX-FM	DZL	Billy the Kidd	BMan	KFXR-AM				
1a											
2a											
3a											
4a											
5a											
6a							Anna de Haro KDMX-FM	Todd Frost	iHeartRadio Countdown	KZPS-FM	Coast to Coast AM with George Noory
7a											
8a											
9a							The Hollywood 5	Side Show Countdown with Nikki Sixx	Toby Knapp	Priscilla	Sunday Morning/Media Pow
10a											
11a											
12p											
1p							DJ Merritt	KDMX-FM	Joe Kelly	Cruz	Golfers Home
2p											
3p											
4p											
5p											
6p											
7p	Mark Schectman	Dylan Riggs	Todd Frost	Cruz	KFXR-AM						
8p											
9p											
10p											
11p											

Source: Nielsen Audio, Feb-Mar-Apr14, M-Su 6a-12m, Persons 6+; Triton Digital/Facebook/Twitter, Mar14

Composition County

Dallas-Ft. Worth, Jun 2014, May 2014, Apr 2014, Metro, Persons 18-49, Mon-Fri 6a-7p, User Defined ,
Population: 3,071,000 / In-tab: 701

	Station	Format	Counties	A/QH Persons	Avg Comp	Average Index	Wldy Cume Persons
1	KHKS-FM	Pop Contemporary Hit Radio	Tarrant Balance, TX	5,700	24.8	110	201,200
Tarrant HDBA, TX			0	0.0	0	0	
Tarrant HDHA, TX			800	3.3	55	31,200	
2	KTOK-AM	All Sports	Tarrant Balance, TX	5,600	42.6	189	52,100
Tarrant HDBA, TX			0	0.0	0	0	
Tarrant HDHA, TX			0	0.0	0	0	
3	KLTY-FM	Adult Contemporary	Tarrant Balance, TX	4,700	37.2	165	101,600
Tarrant HDBA, TX			0	0.0	0	0	
Tarrant HDHA, TX			200	1.2	20	9,300	
4	KPLX-FM	Country	Tarrant Balance, TX	4,600	23.0	102	150,400
Tarrant HDBA, TX			0	0.0	0	0	
Tarrant HDHA, TX			1,400	6.9	115	21,800	
5	KDGE-FM	Alternative	Tarrant Balance, TX	4,300	32.9	146	147,100
Tarrant HDBA, TX			0	0.0	0	0	
Tarrant HDHA, TX			300	2.0	34	13,200	
6	KSCS-FM	Country	Tarrant Balance, TX	4,100	28.7	127	131,400
Tarrant HDBA, TX			0	0.0	0	0	
Tarrant HDHA, TX			200	1.3	22	5,500	
7t	KEGL-FM	Active Rock	Tarrant Balance, TX	4,000	25.2	112	122,500
Tarrant HDBA, TX			0	0.0	0	0	
Tarrant HDHA, TX			600	3.6	60	10,600	
7t	KZPS-FM	Classic Rock	Tarrant Balance, TX	4,000	31.3	139	108,800
Tarrant HDBA, TX			0	0.0	0	0	
Tarrant HDHA, TX			200	1.8	30	12,800	
9	KJKK-FM	Adult Hits	Tarrant Balance, TX	3,500	36.8	164	121,900
Tarrant HDBA, TX			0	0.0	0	0	
Tarrant HDHA, TX			200	2.5	43	12,900	
10	KDMX-FM	Hot Adult Contemporary	Tarrant Balance, TX	3,100	24.9	111	177,400
Tarrant HDBA, TX			0	0.0	0	0	
Tarrant HDHA, TX			400	3.1	53	16,500	

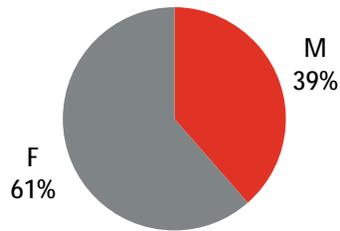
PPM Ratings are based on audience estimates and are the opinion of Arbitron and should not be relied on for precise accuracy or precise representatives of a demographic or radio market.

KHKS-FM Dallas - Pop CHR

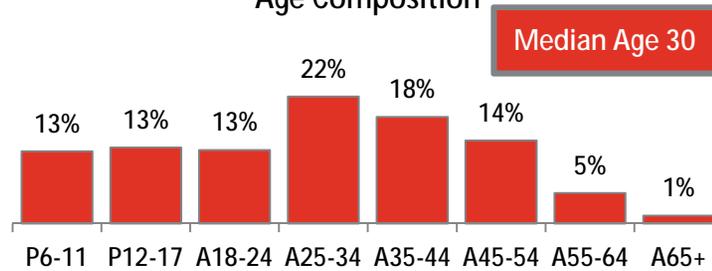


AQH Persons, M-Su 6a-12m, P6+, Apr14-Jun14

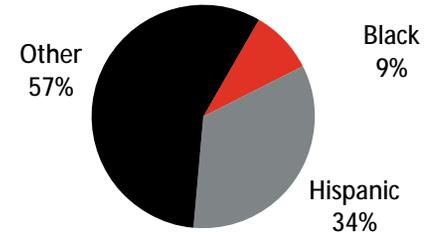
Gender Composition



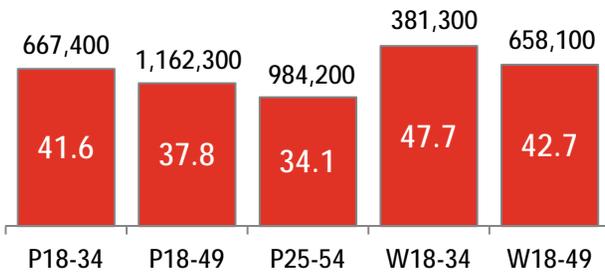
Age Composition



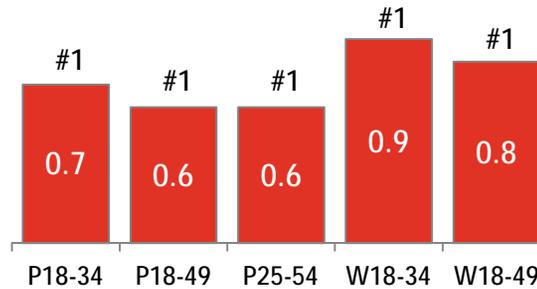
Ethnic Composition



Huge Reach: Over 1.1 Million Adults 18-49
Cume/Cume Rtg, Apr14-Jun14, M-Su 6a-12m

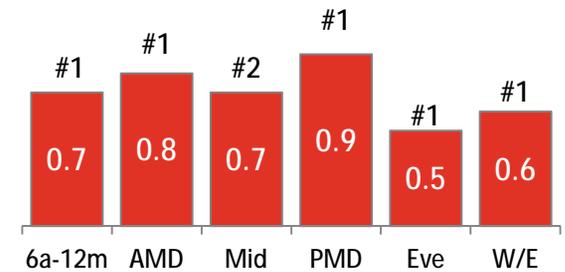


#1 Rank in Many Key Demos!
AQH Rank/Rtg, Apr14-Jun14, M-Su 6a-12m

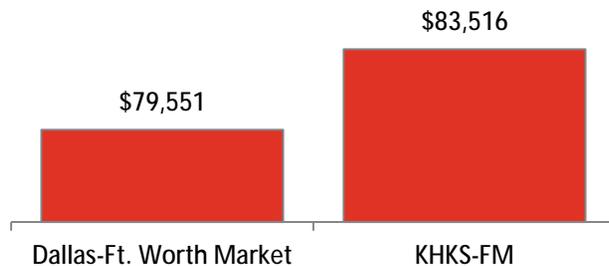


#1 Adults 18-34 in Nearly All Dayparts!

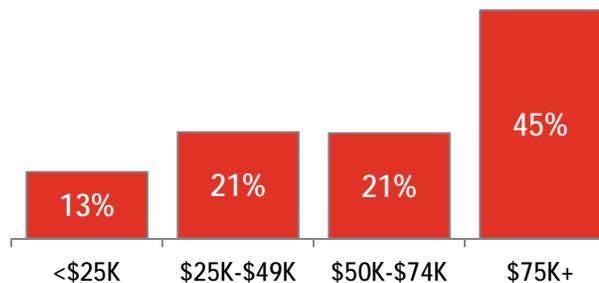
AQH Rank/Rtg, P18-34, Apr14-Jun14



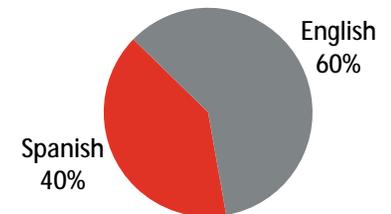
Above Market Average Mean HHI
Mean HH Income, A18+



Audience Skews Upper Income
Household Income



Dominant Language Among Hispanics



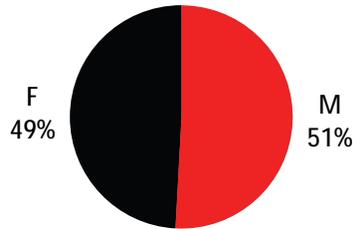
Source: Nielsen Audio, Dallas-Ft. Worth MSA, Apr14-Jun14; Scarborough 2014 R1 (Mean HHI)

KDGE-FM Dallas - Alternative

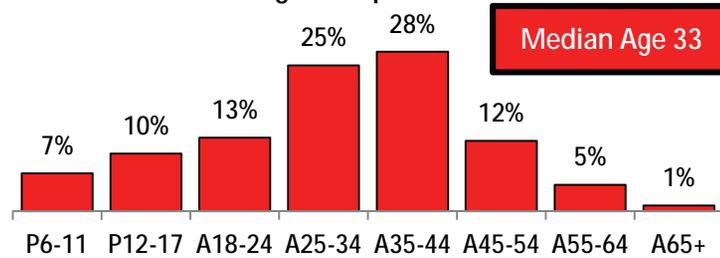


AQH Persons, M-Su 6a-12m, P6+, Apr14-Jun14

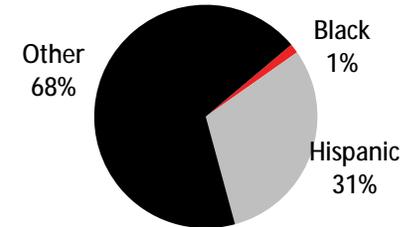
Gender Composition



Age Composition



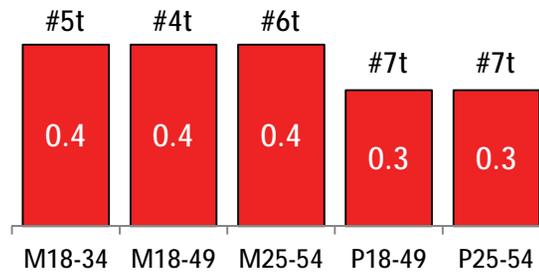
Ethnic Composition



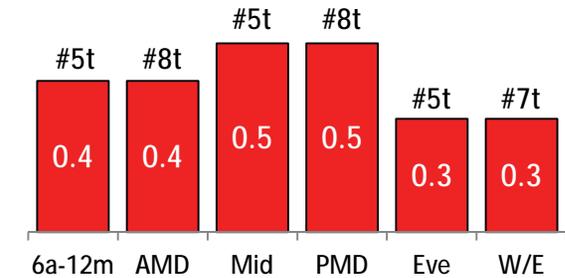
Reaches One in Four Young Men
Cume/Cume Rtg, Apr14-Jun14, M-Su 6a-12m



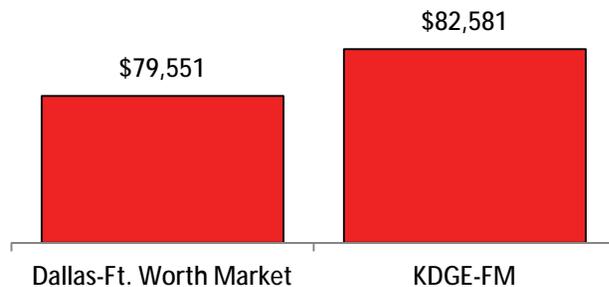
Solid Delivery in Core Demos
AQH Rank/Rtg, Apr14-Jun14, M-Su 6a-12m



Strong Delivery Across Dayparts
AQH Rank/Rtg, M18-34, Apr14-Jun14



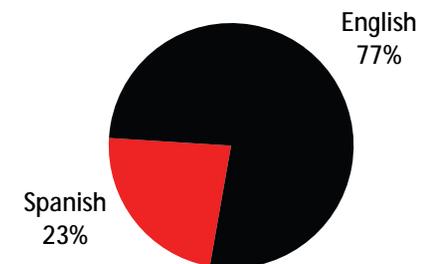
Higher HHI vs. Total Market
Mean HH Income, A18+



Audience Skews Upper Income
Household Income



Dominant Language Among Hispanics



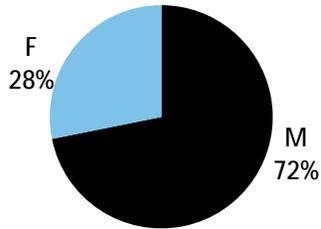
Source: Nielsen Audio, Dallas-Ft. Worth MSA, Apr14-Jun14; Scarborough2014 R1-Mean HHI

KZPS-FM Dallas - Classic Rock

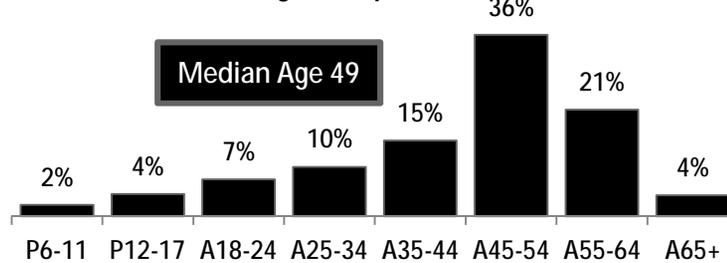


AQH Persons, M-Su 6a-12m, P6+, Apr14-Jun14

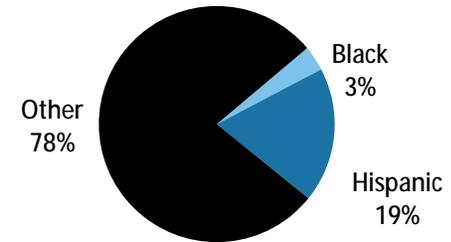
Gender Composition



Age Composition

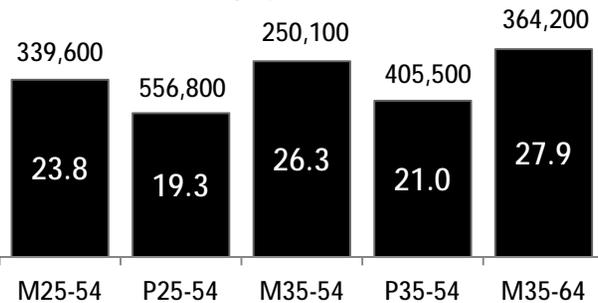


Ethnic Composition



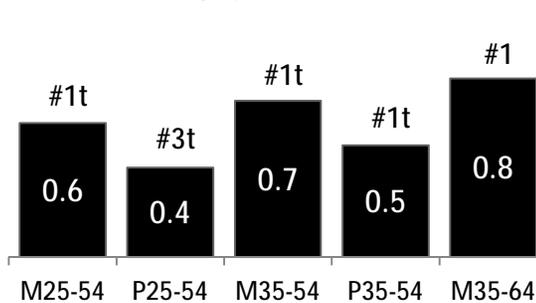
Reach Over 500,000 Adults 25-54

Cume/Cume Rtg, Apr14-Jun14, M-Su 6a-12m



#1 in Key Male Demos

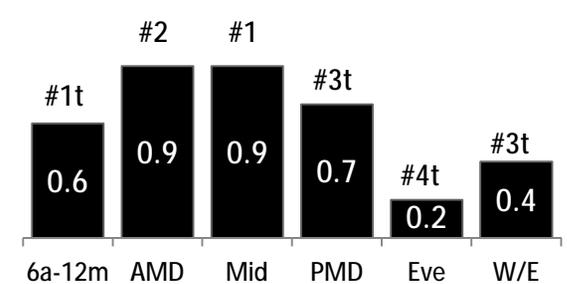
AQH Rank/Rtg, Apr14-Jun14, M-Su 6a-12m



Top 3 Rank in Prime Dayparts and

#1 Total Week and Middy

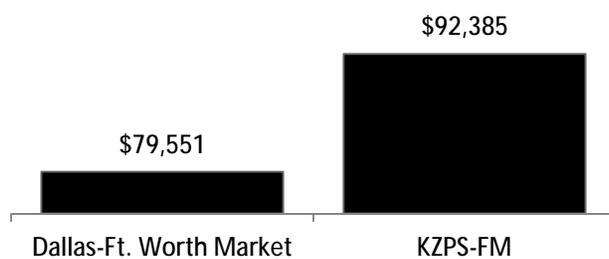
AQH Rank/Rtg, M25-54, Apr14-Jun14



Listeners Mean HHI Well Above Market

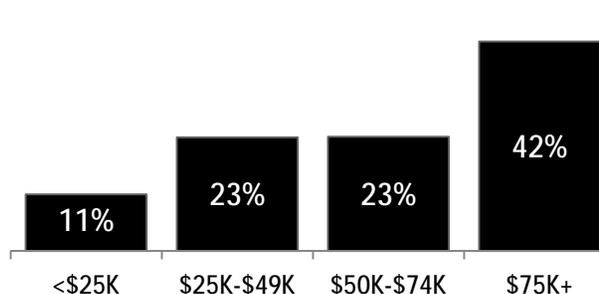
Average

Mean HH Income, A18+



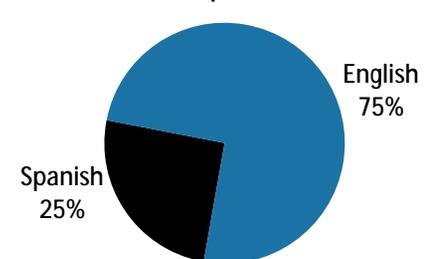
Over 40% with HHI Over \$75K+

Household Income



Dominant Language Among

Hispanics



Source: Nielsen Audio, Dallas-Ft. Worth MSA, Apr14-Jun14; Scarborough 2014 R1 Mean HHI

ccm+e dallas

Digital Audience (Monthly Average)



Station	Website Unique Visitor	Website Pageviews	iHeartRADIO Monthly Unique Listeners (Desktop + Mobile)	iHeartRADIO Total Listening HOURS (Desktop + Mobile)	iHeartRADIO Weekly AAS (~AQH) M-F 5a-8p	Facebook Likes	Twitter followers	Email Database
 clearchannel MEDIA + ENTERTAINMENT 1994 - 2014	904,830	5,033,893	1,080,878	2,143,799	5,554	279,098	45,585	135,851
 KHKS - 1061kissfm.com	237,332	1,414,291	609,855	858,976	2,251	115,549	19,539	31,050
 KDMX - 1029now.com	22,734	82,951	117,285	241,200	633	23,837	8,513	37,852
 KZPS - lonestar925.com	71,670	1,233,542	127,102	416,162	1,056	26,789	1,498	17,396
 KDGE - kdge.com	439,867	1,105,202	103,864	268,438	666	61,723	11,039	39,008
 KEGL - kegl.com	133,227	1,197,907	122,772	359,023	948	51,200	4,996	10,545

Best-in-class, cross-platform assets improves the effectiveness of campaigns.

*Sources: Omniture SiteCatalyst Metrics, ANDO Webcast Metrics, Facebook - MAY 2014

Digital Integration



Listeners Respond To Digital Audio

Why digital audio listeners respond to ads:



WHAT ENCOURAGES RESPONSE:

- 52% of listeners who don't normally click on ads say a relevant ad might lead them to visit an advertiser's website later
- 30% are more likely to respond to an audio ad on an Internet Radio site if there is an accompanying display ad on the web page

Digital Integration



Mobile Display Banners on iHeartRadio App

What are they?

Activate monthly unique consumers in DFW at all points in their day, display units on iHeartRadio, a free, all-in one digital radio service.

Why iHeartRadio Mobile Display?

- iHeartRadio is touching consumers every day who enjoy the mobility of taking radio to work, to the gym & just about anywhere their tablet or mobile device may go
- Target and activate engaged consumers while they are one click away from your mobile site and shopping destination
- Showcase your message in premium positions
- Visual opportunity within non-listening experience

Creative Options

- 320x50
- Geo-targeted for App on all pages except "Now Playing"
- Includes tap-to landing page, call, video or play station (or download app)



Best-in-class, cross-platform assets improves the effectiveness of campaigns.

Digital Integration



Brand-Integrated E-mails

What are they?

Reinforce your integrated campaign with a unique opportunity to communicate with our listeners via email.

Why Brand Integrated E-mailings?

- Content-rich news blasts integrate your messaging with station content requested by our most loyal listeners
- Ideal platform for direct response messaging

Creative Options

- 728x90 or 234x60



Best-in-class, cross-platform assets improves the effectiveness of campaigns.

Digital Integration



Facebook Featured LIKE

What is it?

Each station's Facebook page has a "LIKES" section featuring other pages that we LIKE. The station will LIKE your brand's page and schedule your page as a static position in the LIKES section for one full week.

Why Social Media with the station?

- Implied endorsement from the station's brand and on-air personalities
- Extend your brand's social media reach
- GROW your page visits and "likes"

Creative Options

- Thumbnail of your brand's Facebook profile pic with link to page



Best-in-class, cross-platform assets improves the effectiveness of campaigns.

Digital/Adlet Integration



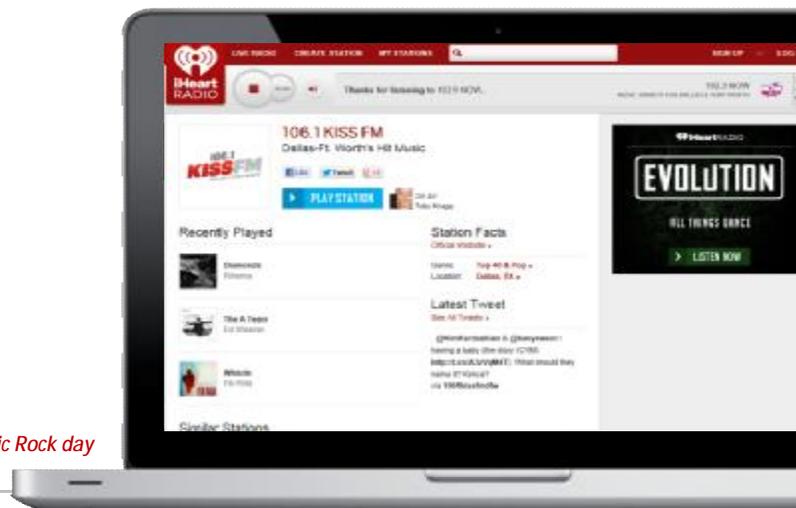
The RADIO consumer is now a Digital consumer too. Our stations' strategy is to: BE EVERYWHERE OUR LISTENERS ARE, WITH THE PRODUCTS AND SERVICES THEY EXPECT AND WANT. And by going digital, online and mobile – we not only stay connected with our listeners, but connect our advertising partners to our listeners as well... taking them all the way thru to the “point of purchase” with fully integrated, multi-platform campaigns.

Your 1-Week Digital/Adlet Campaign includes:

- 75x (:15) In-Stream  iHeartRADIO Commercials (25x per station KHKS/KDGE/KZPS, M-F 6a-7p)
 - 300x250 Sync Banner will appear with each digital audio ad on the iHeartRadio Station desktop & mobile players
- 100,000 iHeartRadio IN-APP Mobile Banner Impressions across KHKS/KDGE/KZPS hot zips (320x50 – geo-targeted to DFW)
- 20, :05 direction messaging adlets M-Th 6a-7p on all 3 stations. Example copy: Don't miss Pantego Fest this Friday thru Saturday, visit pantegofest.com
- One (1) Station Email Blast banner inclusion
- Inclusion on each stations website on the calendar page
- One (1) Week as a Featured LIKE on station's Facebook page

Net Investment: \$2,650

Stations selected represent strong Tarrant County Composition Respondents and KZPS will support your Classic Rock day



Thank you for your consideration, we look forward to seeing the festival grow!



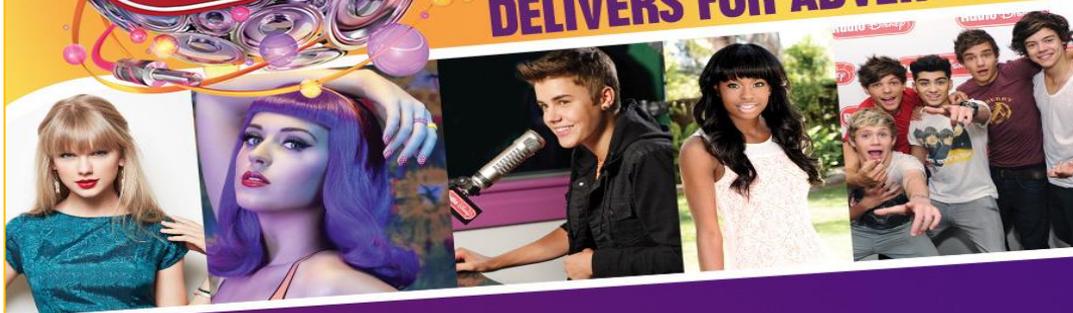
DEVELOPED FOR April Coltharp, Flair Fort Worth | PRESENTED BY Charlotte Bohl
EMAIL: Charlotte.J.Bohl@Disney.com | PHONE: 972-448-3125





TOP 10

REASONS HOW RADIO DISNEY DELIVERS FOR ADVERTISERS



1 Only Radio Network For Families

Radio Disney is unique in its space. It is the only 24/7 network that is kid-tested, mom-approved and family inclusive, reaching over 22M adults and kids per week!

2 Disney Difference

Being a part of Radio Disney means being a part of a top family entertainment brand that parents trust and kids love.

3 Hit Music & Programming

Radio Disney provides quality entertainment to listeners every day by delivering today's hottest music and artists, one-of-a-kind MEGA Sweepstakes and signature programming like "N.B.T." (Next Big Thing) and the Radio Disney Music Awards.

4 Passionate Fans

Radio Disney's audience can't get enough of the songs, games, sweepstakes and prizes. They interact on-air and online to the tune of 1M+ Facebook fans, 44M YouTube video views and 472K+ Twitter followers.

5 Local Engagement

In-market events provide grassroots activation and direct one-on-one contact with consumers across 31 markets, 5,000+ events and 10M+ guests.

6 Top DMAs

Radio Disney is in 23 of the top 25 DMAs across the country.

7 Affluent Listeners

Radio Disney listeners, on average, spend more on Auto, Retail and CPG than the average radio listener, making them more valuable consumers for brand campaigns.

8 Mom-Preferred

94% of Radio Disney moms prefer Radio Disney for their kids over other radio networks. In fact, 71% of kids listen to Radio Disney with adults.

9 Ad Effectiveness

Radio delivers your message close to point of purchase. Radio Disney media campaigns have been shown to significantly lift key metrics, including: Purchase Intent, Brand Awareness and Message Association.

10 Unique Integrated Opportunities

As a part of Disney Media, Radio Disney has the ability to extend a radio buy to TV, online, social, mobile or locally, offering custom solutions advertisers cannot get elsewhere.



ANYTIME. ANYWHERE!



Disney Media Sales and Marketing

Source: Arbitron, Radio Disney Fall 2012 2-Block Average, Total US, All Platforms, Simmons Fall 2010 NHCS Adult Survey 2-Year, Base 18+, Moms: As compared to average families, Radio Disney Brand Vitality Study (Kellon Research), Spring 2010.



PROGRAM OVERVIEW

Let Radio Disney add to the excitement of Pantego Fest with a highly interactive appearance hosted by the Radio Disney Road Crew. The appearance will be filled with cool music, games, and tons of awesome prizes!

Radio Disney Road Crew Appearance

- Sunday, September 28th from noon to 6 p.m.
- Radio Disney set-up (tent/backdrop, tables, skirts, signage, PA system)
- Non-stop interaction, music, games, prizes and fun!
- Prize giveaways
- Grand Prize – Radio Disney Prize Pack (*Must be present to win*)
- Thirty (30) :30-second promotional announcements driving traffic to event
- Radio Disney Dallas Facebook App event inclusion

Concepts pending approval from Disney BS&P, Brand, Legal and Programming.



Radio Disney Dallas Facebook App Listing

Radio Disney Your Station ▼ Liked

TWEET SHARE

Radio Disney AM 620 **DALLAS**

LISTEN NOW .K -- -- BRFK -- REQUEST LINE (877) 870-5678

DALLAS ▼ FIND OUT WHAT'S HOT IN YOUR AREA GET ALL EVENT UPDATES

UPCOMING EVENTS BACK

03.08.14	Disney's Muppets Most Wanted Road Show	MORE INFO
03.08.14	Muppets Most Wanted Event	MORE INFO
03.11.14	Spring Break Celebration	MORE INFO
03.14.14	Pre Game Party with Radio Disney	MORE INFO
03.15.14	Cowtown Goes Green @ Stockyards Station	MORE INFO
03.15.14	Cowtown Goes Green @ the Stockyards Station	MORE INFO
03.15.14	Smile Workshop Muppets Extravaganza	MORE INFO
03.22.14	DFW Family Expo	MORE INFO

03.15.14 Cowtown Goes Green @ Stockyards Station

Stockyards Station
130 East Exchange Ave
Fort Worth, TX 76164

MAP IT

RSVP

TALK ABOUT IT

You can join Radio Disney TODAY from 1:00pm - 4:00pm in Fort Worth. Come kick it with the Radio Disney Road Crew at Cowtown Goes Green. There will be St. Patrick themed games, contest including the all time favorite "Leprechaun Dance Contest" for the dads! First 50 kids wearing green get a free goodie from Radio Disney. We hope to see you there!.....in GREEN of course!





AGREEMENT

Media

- Thirty (30) :30 promotional announcements driving traffic to the festival
- (All promotional announcements to be produced by Radio Disney)
- Inclusion in Radio Disney Dallas Facebook App event listing

Road Crew Appearance

- One (1) 6-hour Radio Disney Road Crew Appearance – September 28th from noon to 6 p.m.
- Local host, Road Crew, and set-up with tent or back-drop, tables, and sound system

Prize Giveaway

- Radio Disney Prize Pack

Third Party Inclusion with client approval

All campaign elements are subject to Radio Disney policies, standards and practices, and preemption for reasons of force majeure and/or to air materials of public importance. Radio Disney's trademarks may not be used absent Radio Disney's prior review and written approval in each instance. The contents and ideas contained in this document are the property of The Walt Disney Company ("Disney") and its Radio Disney division. Neither this document, nor any portion thereof, may be used in connection with any promotion, advertisement production or marketing campaign that is unrelated to Disney or Radio Disney.

Investment: \$3,000 net

Agreed to by:

April Coltharp, Flair Fort Worth

Date

Agreed to by:

Radio Disney Dallas LLC

Date

July 30, 2014

Proposal Prepared For:

Pantego Fest

Prepared by:

Tami Conway
Business Development Executive
Dallas/Fort Worth Division
*3700 E. Randol Mill
Arlington, TX 76011
Phone: (817) 412-7672
Fax: (817) 412-7673
Mobile: (817) 793-0388
Email: tamiconway@clearchannel.com*

Location List for: Dallas/Fort Worth - General Market - All - 18+ - Start Date: 9/22/2014

Pantego Fest

Location Number	Description	Face	Media Type	Tot 18+ Imp (Wkly)	Size	Rate per Face	Total Rate per Face
1	002595 Tom Landry Hwy 0.4 mi E/ O Randol Mill Rd SS	E	Rotary Bulletin	293,139	14' x 48'	\$ 750	\$ 750
	DIGITAL DISPLAY						
2	002557 Loop 820 SE 0.4 mi E/ O Anglin NS	W	Rotary Bulletin	387,308	14' x 48'	\$ 750	\$ 750
	DIGITAL DISPLAY						

ALL SPACE RATES ARE QUOTED AS NET.

Production costs are not included.

Any additional costs are not agency commissionable unless otherwise stated.

Listed rates are for one (1) week.

All calculations are based on four week periods – rates are subject to change and are valid for up to two weeks from proposal presentation.

All space submitted is without reservation and subject to prior sale. This proposal does not include the cost of production or extensions/embellishments unless stated otherwise.

Be advised that the Total 18+ Imps (Weekly) reported for tri-vision or digital billboard locations represent the complete Total 18+ Imps (Weekly) for all locations. They are not adjusted to account for the number of messages displayed.

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Prepared by: Tami Conway , Dallas/Fort Worth

Wednesday July 30, 2014 at 10:24 AM CDT

Total Program Summary:

Pantego Fest

Market(s)	Total Faces	Rate Per Face	Total Investment
-----------	-------------	---------------	------------------

Dallas/Fort Worth - Location Selection Only - General Market - All - 18+			
Start Date: 9/22/2014		Total Period(s): 1	
Rotary Bulletin	2	\$ 750	\$ 1,500
TOTAL	2		\$ 1,500

TOTAL	2	\$	1,500
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ALL SPACE RATES ARE QUOTED AS NET.

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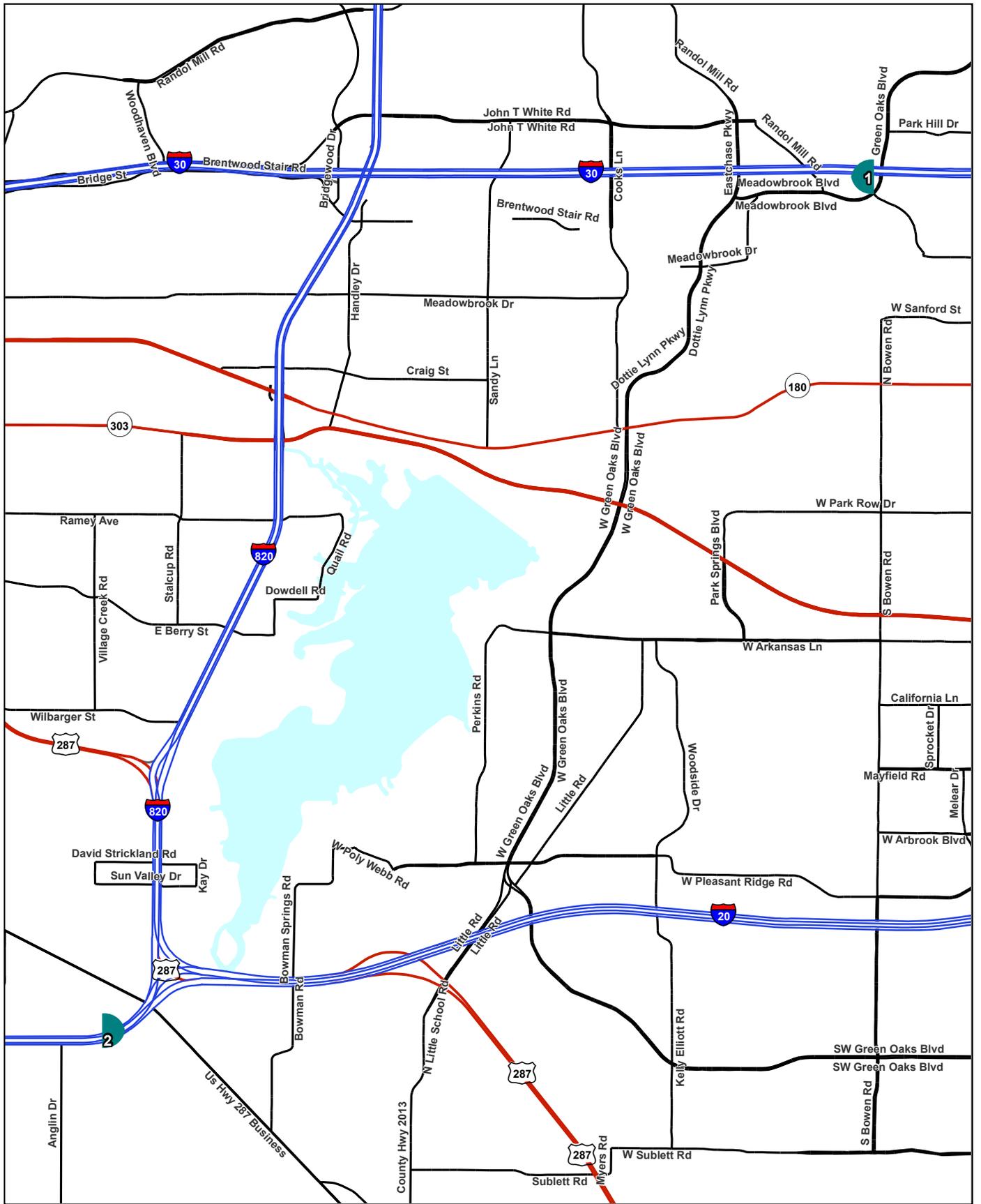
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Prepared by: Tami Conway , Dallas/Fort Worth

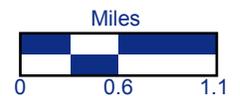
Wednesday July 30, 2014 at 10:24 AM CDT



Pantego Fest

Package A

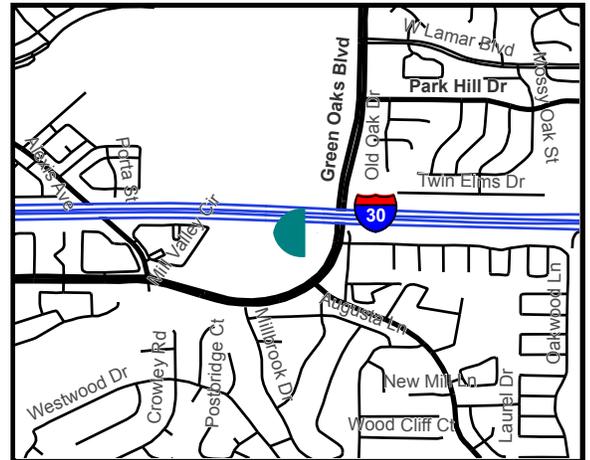
 Rotary Bulletin



Dallas / Fort Worth

DALLAS/FORT WORTH

LOCATION #: 002595
DESCRIPTION: Tom Landry Hwy 0.4 mi E/O Randol Mill Rd SS
CITY: Arlington
ZIP: 76120
FACING: Facing: East
SIZE: 14' x 48'
TOTAL 18+ IMPS: 293,139 (Weekly)
TAB PANEL ID: 380271



Latitude: 32.7594 Longitude: -97.15072

This digital unit displays its message to westbound traffic traveling away from Arlington and into Fort Worth on I-30.

I-30 is the principle route between downtown Dallas and downtown Fort Worth through the cities of Arlington and Grand Prairie.

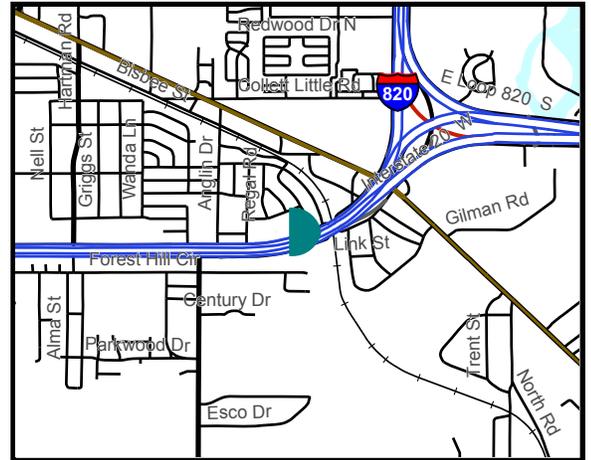
Attractions such as Six Flags Over Texas amusement park, Hurricane Harbor water park Lone Star Park, Rangers Ballpark, and Cowboys Stadium draw traffic to the area.



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DALLAS/FORT WORTH

LOCATION #: 002557
DESCRIPTION: Loop 820 SE 0.4 mi E/O Anglin NS
CITY: Forest Hill
ZIP: 76119
FACING: Facing: West
SIZE: 14' x 48'
TOTAL 18+ IMPS: 387,308 (Weekly)
TAB PANEL ID: 380254



Latitude: 32.66257 Longitude: -97.24677

Showing to a steady flow of traffic on Loop 820 in southeast Fort Worth, this exceptional bulletin has a clean unobstructed approach.

Loop 820 encircles the city of Fort Worth intersecting virtually every major arterial in its route throughout the market.

This portion of Loop 820 is a popular route for motorists traveling to and from the huge new middle income residential communities in south Fort Worth and Arlington.



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AGENDA BACKGROUND

AGENDA ITEM: Discuss and Review the Budget for Fiscal Year 2014-2015

Date: August 11, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

The purpose of this item is to continue discussion on the Budget from the last Budget Work Session.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A

Director's Review: jea
City Manager's Review: MDF