



Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

September 22, 2014

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

COUNCIL MEMBERS:

Fred Adair
Don Funderlic
Jane Barrett
Don Surratt

Matthew Fielder, City Manager

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
 - PantegoFest 2014
 - Town Christmas Party 2014
 - Update on Park Row Project
 - Update on the Utility Billing Analysis
 - Update on the Oncor Litigation
2. 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.
3. Approval and Acceptance of Minutes
Approval of Town Council Minutes:
 - Town Council minutes from September 8, 2014Acceptance of Minutes of Boards and Commissions:
 - PEDC minutes August 27, 2014

RESOLUTION

4. Discuss, direct, and consider action on a Resolution of the Town of Pantego, Texas, Authorizing the Mayor to Release a Lien with the Tarrant County Court Clerk for 1711 Robin Road in Regards to the work performed on the property by the Town.
5. Discuss, direct, and consider action on a Resolution of the Town of Pantego, Texas, Authorizing the City Manager to enter into an Agreement with O.P.E.N. America, Inc. for cleaning of the Municipal Buildings.

REGULAR SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

INVOCATION BY: Fred Adair, Councilmember

PLEDGE OF ALLEGIANCE

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

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.

ORDINANCE

6. Discuss, direct, and consider action on an Ordinance of the Town of Pantego, Texas, Amending the Current Budget for the Fiscal Year October 1, 2013 through September 30, 2014 as presented by the City Manager.
7. Discuss, direct, and consider action on Accepting the Pantego Economic Development Budget for Fiscal Year October 1, 2014 through September 30, 2015.
8. Discuss, direct, and consider action on an Ordinance of the Town of Pantego, Texas, Adopting the Budget for Fiscal Year October 1, 2014 through September 30, 2015.
9. Discuss, direct, and consider action on an Ordinance Amending the Code of Ordinances, Town of Pantego, Texas, Chapter 4 – Business Regulations, Article 4.03 – Vendors & Solicitors, Section 4.03.002 Definitions, and Section 4.03.060 Soliciting in Roadway or Public Right of Way, By Adding, Revising, and Deleting Provisions, Containing a Savings Clause; Repealing all Ordinances in Conflict Herewith; and Declaring an Effective Date.

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

10. Discuss, direct, and consider action on a request for an adjustment from the utility customer at 2704 W. Park Row.

COUNCIL INQUIRY

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

ADJOURNMENT

CERTIFICATION

Prepared and posted in accordance with Chapter 551 of the Texas Government Code. I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window of a display cabinet at the Town Hall of the Town of Pantego, Texas, a place of convenience and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, September 19, 2014 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.



Julie Arrington, City Secretary

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

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





City Manager's Report

To: Mayor Paradise and Members of the Town Council

From: Matt Fielder, City Manager

Date: September 22, 2014

Update on Personnel Vacancies

New dispatcher Donna Stewart has started. Another dispatcher has provided notice of her intent to leave her employment with the Town in October. We currently only have one vacancy, which is for a Public Works Maintenance Worker.

Update on PantegoFest 2014

April Coltharp will be present to provide an update on PantegoFest.

Town Christmas Party 2014

I have executed a contract, as authorized by Council on September 8th, to reserve the Shady Valley Country Club on December 19th.

Update on Park Row Project

The Project Engineer for the waterline will be presenting the final construction plan and project budget at the October 13th Council Meeting. We are working with CMA Architects to do the same for the sidewalk project.

Update on Utility Billing Analysis

Staff's investigation of the uncollected billing projections in the budget documentation has led to questions about several aspects of the utility billing process. We anticipate bringing this item back to Council in October.

Update on Oncor Litigation

In 2006, the Town was one of many cities that entered into an agreement with Oncor to increase franchise fees. Because the increase was by mutual agreement of both parties, it was immediately implemented. The Public Utility Commission then either took action to nullify it, or declined to approve it, which resulted in litigation on the part of the municipalities and Oncor against the PUC. Earlier this week, there was a court ruling that overturned the franchise fee agreement. If it is upheld, the Town could be required to pay back approximately \$16,000 in back franchise fees to Oncor. In discussing it with our Oncor representative, repayment would be in the form of withholdings from payments over time, rather than a single repayment. The municipalities are being represented by the Oncor Steering Committee in this instance, and we have provided their attorneys with documentation they requested related to our franchise agreement with Oncor.



AGENDA BACKGROUND

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

DATE: September 22, 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 September 22, 2014:

Professional Services:

- Bill Lane, Attorney
- Flair Events, PantegoFest Planner

Purchase Orders:

- 1627 – Precision Networks
 - 1631 – Stewart & Stevenson
-

**Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval
9/22/2014**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Bill Lane, Attorney	\$1,837.50	August 2014 Invoice
Flair Events	\$3,537.30	August 2014 PantegoFest Planner
<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
1627 - Precision Networks	\$1,420.00	Fiberoptic Repair
1631 - Stewart & Stevenson	\$2,511.15	Repairs to Engine 1 from 1/20/14
<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Verizon Wireless	\$1,163.53	September 2014 Cell Phone Bill
City of Arlington	\$1,131.00	August 2014 Radio Lease Payment
Time Warner Cable	\$2,250.29	Telephone Bill Thru 10/16/14
Commerce Bank	\$5,381.32	September Credit Card Expenses
Wells Fargo	\$1,445.54	August 2014 Copier Lease Payment
Iwerk - TX	\$5,074.20	August 2014 Tech Support Services

BILL LANE

INVOICE

1110 Tennison Road
Azle, Texas 76020
Phone 817-276-4709

DATE: August 12, 2014

Bill To:

VIA FACSIMILE 817-261-4538

Matt Fielder
City Manager
Town of Pantego
1614 S Bowen Road
Pantego, Texas 76013



DESCRIPTION	AMOUNT
Court Services for Sept 2014	\$1,837.50
TOTAL	\$ 1,837.50

Make all checks payable to **BILL LANE**
If you have any questions concerning this invoice, contact **Alma Roden 817-276-4710**



Flair Events
1040 Falcon Creek Dr.
Kennedale, TX 76060

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

RECEIVED
9/17/14

Invoice #: 083114-P

Client: Town of Pantego

Date: September 2, 2014

Balance Due: \$3537.30

Contracted maximum hours Balance Remaining: \$3416.20

Due Date: 9/15/14

Description: Festival Management

08/01/14	4.25 hours
08/04/14	4 hours
08/05/14	7.75 hours
08/15/14	1.9 hours
08/18/14	6.25 hours
08/19/14	2.5 hours
08/20/14	5.7 hours
08/21/14	3 hours
08/22/14	2.45 hours
08/25/14	3.5 hours
08/26/14	4.25 hours
08/28/14	2.3 hours

Sub-Total billed at \$30/ hour: 47.85 hours:

\$1435.50

Description: Resource Management

08/01/14	3.25 hours
08/05/14	3 hours
08/06/14	5.62 hours
08/07/14	4.5 hours
08/08/14	3.75 hours
08/11/14	3.25 hours
08/12/14	5.5 hours
08/13/14	3.58 hours
08/14/14	4.3 hours
08/15/14	3 hours
08/18/14	3.5 hours
08/19/14	1.75 hours
08/20/14	2.85 hours
08/25/14	3.47 hours
08/26/14	4.8 hours
08/27/14	.9 hours
08/28/14	1.5 hours
08/29/14	1 hours

Sub-Total billed at \$25 / hour: 59.52 hours:

\$1488.00



Flair Events
1040 Falcon Creek Dr.
Kennedale, TX 76060

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

Description: Marketing

08/05/14	1.5 hours
08/07/14	3 hours
08/14/14	1.75 hours
08/15/14	2.75 hours
08/18/14	2 hours
08/19/14	2.25 hours
08/25/14	.75 hours
08/27/15	1.15 hours
08/29/15	2.25 hours

Sub-Total billed at \$25/hour: hours: 17.4 \$435.00

Total festival planning 06/01/14 – 06/30/14 \$3358.50

Mileage:

08/01/14	17.0 miles x \$0.56	\$9.52
08/05/14	22.0 miles x \$0.56	\$12.32
08/07/14	23.0 miles x \$0.56	\$12.88
08/08/14	19.0 miles x \$0.56	\$10.64
08/11/14	18.0 miles x \$0.56	\$10.08
08/14/14	21.0 miles x \$0.56	\$11.76
08/18/14	28.0 miles x \$0.56	\$15.68
08/20/14	25.0 miles x \$0.56	\$14.00
08/21/14	18.0 miles x \$0.56	\$10.08
08/25/14	25.0 miles x \$0.56	\$14.00
08/26/14	20.0 miles x \$0.56	\$11.20
08/27/14	17.0 miles x \$.056	\$9.52
08/29/14	20.0 miles x \$0.56	\$11.20

Total Mileage: \$152.88

Reimburse for printing expense:

08/29/14	Staples: Pet Parade fliers	<u>\$25.92</u>
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Balance Due for July: \$3537.30

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. *1627*

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 *Precision Networks*
1077 Litchfield Circle
Burleson, TX 76028

SHIP TO *Precision Networks*
1077 Litchfield Circle
Burleson, TX 76028

DATE		ACCT #	DEPT.	PRICE		PER	AMOUNT		
ORDERED	RECEIVED	STOCK NUMBER / DESCRIPTION							
<i>9-3-14</i>			<i>6A</i>						
<i>EMER-01</i>	<i>1</i>	<i>Emergency Restoration</i>		<i>500</i>	<i>00</i>	<i>1</i>	<i>500</i>	<i>00</i>	
<i>COA-F504</i>	<i>4</i>	<i>Fiber tech/Engineer - Restoration Crew</i> <i>(2 men per hour)</i>		<i>185</i>	<i>00</i>	<i>1</i>	<i>740</i>	<i>00</i>	
<i>COA-F501</i>	<i>6</i>	<i>Fusion splice Per Fiber</i>		<i>30</i>	<i>00</i>	<i>1</i>	<i>180</i>	<i>00</i>	
							TOTAL	<i>1420</i>	<i>00</i>

[Signature]

APPROVED BY



MEMORANDUM

To: Mayor Paradise and Members of the Town Council

From: Matt Fielder, City Manager

Date: September 16, 2014

Subject: Fiber Optic Repair

On August 12th, the Town experienced a failure in the fiber optic line connecting Town Hall to the Police Department. As a result of this failure, all internet communications were disrupted. Because the Town uses a Voice Over Internet Protocol (VOIP) phone system, all phones at the Police Department, with the exception of the 9-1-1 system, were disrupted. This included the non-emergency dispatch number used to report fire/burglar alarms, emergency medical devices, and mutual aid requirements with other communities. As an interim, Titan Telephone was eventually able to forward the non-emergency line to the Dispatcher's cell phone. In addition, the computer network was disrupted, as all of the servers are located at the PD. We initially notified iWerks, who quickly realized that the problem was with the fiber optic line. Because we utilize conduit installed by the City of Arlington, we were required by our agreement to utilize their contractor to repair it. We contacted them to do so, and they responded immediately. The attached invoice for \$1,420 is for the repair of the line.

Invoice

Precision Networks

1077 Litchfield Circle
Burleson TX, 76028

817.991.8657

pnetfiber@gmail.com

Invoice No: 442
Date: Aug 14, 2014
Terms: NET 30
Due Date: Sep 13, 2014

Bill To: **Town Of Pantego**
1614 S. Bowen RD,
Pantego TX, 76013
Att: Cherie Charboneau

Code	Description	Quantity	Rate	Amount
EMER-01	Emergency Restoration	1.00	\$500.00	*\$500.00
COA-FS04	Fiber Tech / Engineer - Restoration Crew (2men per hour)	4.00	\$185.00	*\$740.00
COA-FS01	Fusion Splice Per Fiber	6.00	\$30.00	*\$180.00

* Indicates non-taxable item

Emergency Fiber Repair.
8/12/2014
2 men x 4hr. After 5pm.
We located fiber storage, cut out 150ft. of damaged cable, re-entered City Hall's
Network room spliced 6 fibers and connectorized panel.

Subtotal	\$1,420.00
2011-2012 COB Increase (5.000%)	\$0.00
Total	\$1,420.00
Paid	\$0.00
Balance Due	\$1,420.00



TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1631

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 Stewart + Stevenson
1631 Chalk Hill Rd
Dallas TX 75212

SHIP TO Pantego Fire.

DATE		ACCT #	DEPT.			
9-15-14		180-5-150-356.00	Fire.			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
		Repairs to E-1 From 1-20-14 This is the difference between The approved Invoice and the Second.			2511.15	
					TOTAL	2511.15

Robert Coker



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: 09-15-2014

I am requesting to expend funds in the amount of 2,511.15. This amount is the difference from the previous approved P.O request #1541 from 1-20-14 in the amount of 4,023.50.

The increase is for additional repairs performed on the engine. The original repair cost was for diagnostics performed and replacing the six fuel injectors.

After the injectors had been replaced the service tech was still having problems getting the engine to start. His explanation was that the engine was hard to bar over, meaning very slow to turn over. It was explained to me that with the large amount of diesel fuel found in the oil the problem could be damage to the bearings. I did give approval to remove the oil pan to inspect the crank shaft and bearings. The bearings found not have any signs of damage. The tech also pulled the transmission due to possible complications causing the engine to not bar over and start. The transmission was inspected and found to be in good working order.

The tech then found that the AC compressor had metal shavings on the outer housing. The belt was removed and the unit found to be locked up. The locked up compressor was causing tension on the drive belt thus causing resistance making the vehicle very hard to start. The AC compressor was removed and replaced.

The reason for the very late invoice is because I have been working with the staff at the Stewart Stevenson to remove some of the charges. The original bill was for 11,540.45. They performed a great deal of work removing several components attempting to find the issue. I felt that with the issue visible on the outside of the engine the removing and reinstalling cost should not have been incurred by the town. After several months of speaking to the staff the invoice was corrected with the final to include the repairs to the AC system, gaskets for the oil pan and the oil change after removing the pan for inspection of the bearings. The company agreed and reduced the total cost by 5,005.80

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

Cc: A. Carmona

TRIAL INVOICE



STEWART & STEVENSON

Remit Payment To:
 Stewart & Stevenson
 P.O. 301063
 Dallas, Texas 75303-1063

Invoice Date	09/12/14	Invoice Number	
Customer Number	218257	Customer P.O.	
Payment Terms	Inactive Customer	Work Order Number	03694917
Due Date			

Dallas
 1631 Chalk Hill Road
 DALLAS TX 75212
 1 (214) 631-5370

EFT Info: JP Morgan Chase, Houston, TX
 FED (Wire) ABA: 021000021
 ACH ABA: 111000814
 Account No. 00103413317

Correspondence Only: 601 W. 38th Street Administrative and Financial (713) 884-3200 EMAIL: CREDIT@SSSS.COM

"ALL BILLS PAYABLE IN HOUSTON, TEXAS. NET 10 DAYS. NO DISCOUNTS ALLOWED. WE RESERVE THE RIGHT TO CHARGE INTEREST ON ALL PAST DUE ACCOUNTS AT THE RATE OF 18% PER ANNUM OR THE MAXIMUM NONUSURIOUS RATE, WHICHEVER IS LESS."

Invoice To: Pantego Town Of Town Of Pantego 1614 South Bowen Road PANTEGO TX 76013 1 (8-804) User's Extension	Caller Name: ROBERT	Ship To: Stewart & Stevenson - Dallas 1631 Chalk Hill Road -FFTGD DALLAS TX 75212
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SERVICE ANYTIME, ANYWHERE	SALES SERVICE PARTS	RENTING-LEASING	PERIODIC MAINTENANCE
Serial Number: 06R0386774	Parent Serial Number: 06R0386774	Product Model: 60675K45	Vehicle ID #: 4PC02P3WA000282
Family: DDC360	Licensed (On/Off Hwy):	Unit Number: E-1	
Customer Unit Number: PANTEGO E-1 # EB-087	Serial No. Description: 60675K45	Year:	
Meter Reading: 3,339	Position of Unit:		

ITEM NUMBER	EXPLANATION	UNITS	UNIT PRICE	AMOUNT
WE HAVE YOUR TRUCK NEEDS COVERED ASK ABOUT OUR ALL MAKES STEWART & STEVENSON'S BUMPER TO BUMPER PARTS & SERVICE				
UNIT# EB097	1997 PIERCE			
COMPLAINT: UNIT LOCKED UP - POSSIBLE HYDROSTATIC LOCK CODES 44 & 54 - ENGINE COOLANT TEMP HIGH & DATA LINK FAILURE CAUSE: FAULTY INJECTORS AND LOCKED UP A/C COMPRESSOR CORRECTION: PLUG IN READER FOR CODES FOUND CODE 44, AND 54. TRY TO BAR OVER ENGINE LOCKED UP. PULL DIPSTICK AND OIL LEVEL IS 2 GALLONS OVER FULL. REMOVED VALVE COVER AND FOUND BAD # 3 INJECTOR ROCKER ARM (PITTED). REMOVE ROCKERS AND INJECTORS AND POP TEST INJECTORS FINDING #1 LEAKING AT SOLENOID, #3 LEAKING AT BODY AND PLUNGER AND #6 DRIPPING AT TIP. PRESSUR CHECK COOLING SYSTEM AND INSPECT INJECTOR TUBES OK. ESTIMATE FOR INJECTORS APPROVED. DRAIN OIL AND REMOVE FILTERS. REFILL WITH OIL AND INSTALL 6 PACK OF INJECTORS. CHANGE BAD ROCKER ARM AND RESET ALL VALVES AND INJECTORS, INSTALL VALVE COVER. TRY TO START ENGINE BARELY TURNS OVER. REMOVE STARTER AND TEST OK. RECEIVED APPROVAL TO PULL PAN AND INSPECT BEARING. DRAIN OIL AND MOVE TRANS AUXILLARY COOLER, PULL PAN. INSPECT ROD AND MAIN BEARINGS ALL OK. CHECK THRUST IN CRANKSHAFT OK. ENGINE HARD TO BAR OVER. RECEIVED APPROVAL TO PULL TRANS FOR POSSIBLE CONVERTER/ FLEX PLATE PROBLEM. REMOVE TRANSMISSION AND INSPECT ALL OK. REMOVE AIR CLEANER ASSEMBLY AND FRONT DRIVE SHAFT. PULL POWER STEERING PUMP AND COVER AND REMOVE COMPRESSOR DRIVE. STILL HARD TO TURN OVER. REMOVE FAN BELTS TO FAN AND A/C COMPRESSOR AND FOUND A/C COMPRESSOR BEARING FAILURE AND FAN BELT TENSION WAS CAUSING RESISTANCE TO TURN ENGINE OVER. ENGINE BARS OVER FINE. REASSEMBLE MAIN BEARINGS, OIL PAN, TRANS COOLER AND TRANSMISSION. RECEIVED APPROVAL FOR A/C COMPRESSOR REPAIR. REMOVE A/C COMPRESSOR, FLUSH CONDENSOR AND LINES. REASSEMBLE WITH REBIULT COMPRESSOR, AND NEW DRYER. INSTALL FAN BELTS AND FRONT DRIVE SHAFT. VACUM TEST AND CHARGE A/C SYSTEM. REFILL OIL AND COOLANT, HOOK UP				

ALL INVOICE DISCREPANCIES MUST BE REPORTED, IN WRITING, TO STEWART & STEVENSON WITHIN (10) DAYS OF RECEIPT. WE CANNOT ACCEPT MERCHANDISE RETURNED WITHOUT OUR PERMISSION. A MINIMUM HANDLING CHARGE OF 15% OF THE INVOICE PRICE WILL BE MADE ON ALL RETURNED MERCHANDISE. PURCHASER AGREES TO ALL TERMS AND CONDITIONS AS STATED ON REVERSE SIDE.

Total Amount	**Continued**
Total Tax	**Continued**
Total Invoice	**Continued** USD

TRIAL INVOICE

STEWART & STEVENSON



Remit Payment To:
 Stewart & Stevenson
 P.O. 301063
 Dallas, Texas 75303-1063

Invoice Date	Invoice Number
09/12/14	
Customer Number	Customer P.O.
218257	
Payment Terms	Work Order Number
Inactive Customer	03694917
Due Date	

Dallas
 1631 Chalk Hill Road
 DALLAS TX 75212
 1 (214) 631-5370

EFT info: JP Morgan Chase, Houston, TX
 FED (Wire) ABA: 021000021
 ACH ABA: 111000814
 Account No. 00103413317

ALL BILLS PAYABLE IN HOUSTON, TEXAS. NET 10 DAYS. NO DISCOUNTS ALLOWED. WE RESERVE THE RIGHT TO CHARGE INTEREST ON ALL PAST DUE ACCOUNTS AT THE RATE OF 18% PER ANNUM OR THE MAXIMUM NONBURIOUS RATE, WHICHEVER IS LESS.

Correspondence Only: 801 W. 38th Street Administrative and Financial (713) 894-3200 EMAIL: CREDIT@SSSS.COM

Invoice To: Pantego Town Of Town Of Pantego 1614 South Bowen Road PANTEGO TX 76013 1 (8-804) User's Extension	Ship To: Stewart & Stevenson - Dallas 1631 Chalk Hill Road -FFTGD DALLAS TX 75212
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SERVICE ANYTIME, ANYWHERE	SALES SERVICE PARTS	RENTING-LEASING	PERIODIC MAINTENANCE
Serial Number 08R0386774	Parent Serial Number 08R0386774	Product Model 6087SK45	
Family DDCS60	Licensed (On/Off Hyw)	Vehicle ID #	4PCT02P3WA000292
Customer Unit Number PANTEGO E-1 # EB-097	Serial No. Description 6067SK45	Unit Number	E-1
Meter Reading 3,338	Position of Unit	Year	

ITEM NUMBER	EXPLANATION	UNITS	UNIT PRICE	AMOUNT
AIR FILTER SYTEM AND ALL WIRING AND BRACKETS. STARTED UNIT CHECKING OIL PRESSURE AND INJECTOR RESPONSE TIMES OK. WENT TO TEST DRIVE AND UNITS POWER STEERING NOT WORKING PROPERLY. SHUT ENGINE AND REMOVE POWER STEERING PUMPAND DISASSEMBLE. CLEAN ALL INTERNALS AND FLUSH VALVES AND REINSTALL. POWER STEERING WORKING PROPERLY. TEST DRIVE UNIT. POWER IS OK NO CODES. (UNIT HAS BAS LIGHT FOR LEFT FRONT WHEEL SENSOR, DASH OIL PRESSURE GAUGE IS INOP AND DRIVERS CAB LOCK DOWN IS LEAKING FLUID)				
R23513939	ARM ASM	1.00		
R5235580S	EUI INJ (6)	1.00		
C5235580S	CORE DEPOSIT	1.00-		
DN-23530573	ELEMENT OIL FILTER	2.00		
DN-23530706	ELEMENT FUEL FILTER SP	1.00		
DN-23530707	ELEMENT	1.00		
FREIGHTR	FRT AIR CLEANER	1.00		
SHSVB	K100437	2.00		
K100437	MICRO-V@ BELTS - AUTOMOTIVE	1.00		
MBL-23512740	PWRGUARD 15W-40 BULK	10.00		
SHSVB	R5235580S	2.00		
1QTDEXTRONSHFO	FORMULA SHELL ATF 1QT	5.00		
OTB-PRT	1301202 REC DRYER	1.00		
23511870	SEAL	12.00		
23516100	GASKET	1.00		
23516322	VLV, CVR GSKT, WHITE GMC	1.00		
OTB-PRT	300-3619 A/C COMP	1.00		
OTB-PRT	42-7044 BELT A/C	1.00		
5104701	SEAL RING,MFR:DETROIT DIESEL	6.00		
8929102	GASKET	1.00		
8929130	GASKET,TACH.DRIVE,S-60	1.00		
8929299	GASKET	1.00		
8929393	BOLT	6.00		
Parts Flat Rate:				4,010.65
	EVT SHOP	71.83		
	TRUCK SHOP	18.50-		
Labor Flat Rate:				2,524.00

ALL INVOICE DISCREPANCIES MUST BE REPORTED, IN WRITING, TO STEWART & STEVENSON WITHIN (10) DAYS OF RECEIPT. WE CANNOT ACCEPT MERCHANDISE RETURNED WITHOUT OUR PERMISSION. A MINIMUM HANDLING CHARGE OF 16% OF THE INVOICE PRICE WILL BE MADE ON ALL RETURNED MERCHANDISE. PURCHASER AGREES TO ALL TERMS AND CONDITIONS AS STATED ON REVERSE SIDE.

Total Amount	6,534.65
Total Tax	0.00
Total Invoice	6,534.65 USD



AGENDA BACKGROUND

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

Date: September 22, 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 September 8, 2014

PEDC minutes from August 27, 2014

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

Town Council Minutes
September 8, 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 8th day of September 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
Chad Joyce
Scott Williams
Tom Griffith
Barry Reeves
Robert Coker
Thressa Householder

City Manager
City Secretary
Town Attorney
Finance Director
Community Development Director
Public Works Director
Chief of Public Safety
Assistant Police Chief
Assistant Fire Chief
Court Administrator

Also in attendance:
None.

WORK SESSION 6:30 P.M.

Mayor Paradise called the work session to order at 6:34 p.m.

Mayor Paradise requested Council to move the Executive Session up to the Work Session to discuss the Executive Session item number 3.

Council recessed into Executive Session at 6:34 p.m.

Council requested to discuss all Executive Agenda Items. Mayor Paradise reopened the meeting to announce the discussion of all Executive Session items at 6:35 p.m.

Council recessed into Executive Session at 6:36 p.m.

SCHEDULED EXECUTIVE SESSION ITEMS

- The Council will convene in the City Manager's Office pursuant to the Texas Government Code for an executive session on the following items:

1. Pursuant to Government Code Section 551.074 to discuss and deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee – Discussion of Board and Commissions Appointments.
2. Pursuant to Government Code Section 551.074 to discuss and deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee – City Secretary.
3. 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

Council reconvened from Executive Session at 7:16 p.m.

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

1. City Manager Report

Mr. Fielder informed Council the openings at the Police Department have been filled leaving one Public Works maintenance worker position open.

Mr. Fielder introduced April Coltharp with Flair Events. Ms. Coltharp discussed updates to the festival; such as the number of vendors, promotional items for Panther Island, and discussed their attendance at the Homeowners Association for the neighborhood behind the shopping center.

Mr. Fielder advised Council he met with a UTA Professor, who is also the City Manager of Kennedale, and his students to discuss a residential survey they would like to conduct on the Town's behalf on Survey Monkey.

Mayor Paradise adjourned the work session at 7:32 p.m.

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

Mayor Paradise called the regular session to order at 7:39 p.m., welcomed everyone, and thanked them for coming out tonight.

Mayor Paradise led the invocation which was immediately followed by the Pledge of Allegiance.

Mayor Paradise requested to move the Proclamation and the Oath of Office up on the Agenda.

PROCLAMATIONS/OATH OF OFFICE

- Proclamation declaring the week of September 17th through September 23rd as Constitution Week.
- Oath of Office and Badge Pinning Ceremony for Police Officer William Aaron Morgan

Mayor Paradise introduced Marilyn Funderburk, Regent Chapter, Pat Kemper, and Dorothy Rencurrel with the Daughters of the American Revolution and asked them to join her in front of the Dias. Mayor Paradise read and issued the Proclamation declaring September 17-23 as Constitution Week.

Assistant Police Chief Reeves joined Council in front of the Dias and introduced Officer Morgan giving a brief employment background and welcomed him to the Town. Mayor Paradise administered the Oath of Office to Officer Morgan.

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

This item was discussed at the end of the meeting.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Councilmember Barrett informed Council the Community Relations Board will hold the last Movie in the Park this Saturday and they will show Captain America: The Winter Soldier. The Halloween Festival is on October 25th from 4:30 p.m. to 9:00 p.m. The CRB will start setting up at 10:00 a.m. and could use some volunteers. The costume judging starts at 6:15 p.m. The Christmas Tree Lighting and Candy Train are on November 29th there will be an opportunity for pictures with Santa. The Candy Train will hand out stockings. The scheduled day for stuffing the stockings is November 25th and the CRB will be collecting toys for Cook Children's Hospital.

Pantego Youth Leadership Council

Mayor Paradise informed the Council the PYLC group will meet on September 16th and will learn about campaigning and conducting their elections. They will discuss leadership qualities, PantegoFest, and a fall event.

PEDC REPORT

Councilmember Adair informed Council the PEDC Board reviewed the trade show panels and made some recommended changes. They discussed the painting of the park, some engineering issues with the repairs, and ordered board member shirts. There was discussion on the lighting of the Arch for PantegoFest.

CITIZENS OPEN FORUM

Kennya Sanchez, owner of Vive by Design, informed Council she has received a very large water bill. A plumber came out to look at her service and he determined there is not a leak. She would like for Council to authorize a payment plan or leak reduction on her bill.

Mayor Paradise requested this item to be on the next Council Agenda for discussion. She directed staff to waive all associated late fees. Council requested a copy of the billing history, consumption information, and a copy of the plumber's findings and invoice.

CONSENT AGENDA

2. Monthly Staff Reports

There was discussion regarding items accrued in September but paid in October as they relate to the close of the fiscal year, items regarding the Police Department revenue, and the cost of body cameras for the officers.

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

There was discussion on the utilization of the Dodge Ram truck.

4. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from August 25, 2014 Special Meeting
- Town Council minutes from September 2, 2014 Special Meeting

One minor word change from adhere to enter on item number 6.

Acceptance of Minutes of Boards and Commissions:

- P & Z minutes from August 13, 2014
- CRB minutes from August 5, 2014

RESOLUTION

- 5. Discuss, direct, and consider action on a Resolution of the Town of Pantego Designating the Fort Worth Commercial Recorder as the Town's Official Newspaper for Legal Publications and Providing an Effective Date.**

Ms. Arrington introduced this item as a required formality each year to name an official newspaper for legal notices. Each year the Council decides on the Commercial Recorder. There was a minor typo and the continue date was changed from 2014 to 2015.

APPROVAL OF CONSENT AGENDA ITEMS

Councilmember Surratt made a motion to approve the Consent Agenda items 1-5 as discussed. Mayor Pro-Tem Brewster 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

- 6. Public Hearing, discuss, direct, and consider action on an Ordinance of the Town of Pantego Regulating Crafted Precious Metals; Providing for a Savings Clause; Repealing all Ordinances in Conflict Herewith; and Providing for an Effective Date.**

Mayor Paradise introduced this item by reading the caption.

Public Hearing Opened at 8:23 p.m.

No comments.

Public Hearing Closed at 8:23 p.m.

Chief Griffith gave a brief summary of changes Council requested from the last meeting including the temporary license fee at \$100 per day. There was clarification on the effective date change to September 8th. Ms. Arrington read the caption for the record.

Mayor Pro-Tem Brewster made a motion to approve Ordinance number 14-746 with the changes and corrections made. Councilmember Adair 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.

ORDINANCES

- 7. Discuss, direct, and consider action on an Ordinance of the Town of Pantego, Texas, Adopting the Tax Rate and Tax Exemptions for the Tax Year 2014, Levying Taxes, and Providing an Effective Date.**

Mr. Fielder informed the Council this ordinance allows the Town to charge the tax rate that has been charged for the last several years. Ms. Arrington read the caption of the ordinance. There was discussion and clarification on the required wording of this ordinance. Ms. Carmona explained the tax rate for the Town has been \$0.42 for the last couple of years. This year the County Tax Assessor did some re-evaluations of the homes in Town and some received an increase in value. The increase in the value will increase the tax amount paid by the owner and received by the various entities. She also explained there are new homes that have been constructed in Pantego giving additional Tax revenue based on homes that were not in town last year. These added values give the Town more revenue in the Maintenance and Operation Fund than the Town had in the 2013 tax year. Council does not like the wording required by the State and passed this ordinance under protest due to the wording of the ordinance.

Councilmember Surratt made a motion stating "I move that the property tax rate be increased by the adoption of a tax rate of \$0.42, which is effectively a 1.248% increase in the tax rate." Mayor Pro-Tem Brewster 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 an Ordinance of the Town of Pantego, Texas, Adopting the Budget for the Fiscal Year October 1, 2014 through September 30, 2015.

Mr. Fielder gave a presentation on the requested increase of the health insurance contribution made to the employee by the Town. He explained to be comparable to the previous rates the contribution will need to be raised by \$36.00. The Council will be able to accommodate this increase if the Supplemental Request for the LaserFische program and the Incode Purchase Order Module are removed from the budget. Council inquired which health plan the staff prefers. There was discussion regarding the employees who elected to opt out of the insurance and the requirements for opting out. Council agreed to raise the contribution.

Mr. Fielder informed Council the funds for the Mistletoe street construction was for the section between Park Row and Mistletoe Court not the entire road. There are still several decisions regarding the scope of work for this project and the prescribed right-of-way. Council decided to research the issues and not allocate the funds to this specific project but to leave the funds in street repair.

There was discussion on the sewer rates paid to the City of Fort Worth and the City of Arlington regarding when the increase of the rates took place.

The Agenda item failed for a lack of motion. Staff will make all necessary changes and present a draft of the final budget to Council for review and adoption at the next Council meeting.

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

9. Discuss, review, and consider action on the Official Ballot for the Election of Places 1-4 of the Board of trustees for the Texas Municipal League Intergovernmental Risk Pool.

There was minimal discussion on the ballot for this election regarding the procedure.

Councilmember Surratt made a motion to cast a ballot for the TMLIRP Places 1-3 incumbents and Place 4 for Vargas also an incumbent. Councilmember Barrett seconded the motion.

Council noticed Place 3 was not an incumbent but an uncontested Place.

Councilmember Surratt revised his motion to vote for Herrera, Place 1; Fullen, Place 2; Shackelford, Place 3; and Vargas, place 4. 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.

10. Discuss, review, and consider action on the Annual Town Christmas Party.

Council discussed the times of the event and would like to change the time to 6:30 p.m. to 11:00 p.m. Ms. Arrington will contact Shady Valley and make the necessary changes. There was discussion on the overall costs and the budgeted amount.

Councilmember Adair made a motion to authorize the City Manager to enter into any agreement necessary to coordinate the Town Annual Christmas Party not to exceed \$8,500. 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.

SCHEDULED EXECUTIVE SESSION ITEMS

Council broke into Executive Session during the work session. There was no action at that time.

1. Councilmember Barrett made a motion to appoint Leanne and Michael Cartier to the Community Relations Board. Mayor Pro-Tem Brewster seconded the motion.

The Vote was as followed:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

2. Councilmember Surratt made a motion to approve funds for a fuel allowance for the City Secretary starting September 2014. Councilmember Adair seconded the motion.

The Vote was as followed:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

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

COUNCIL INQUIRY

Mayor Pro-Tem Brewster inquired about the gentleman that comes through the town on trash and recycle days rummaging through the trash and picking up recyclables stating he leaves a mess behind for the residents to clean once they arrive home from work. The City Manager will look into the options the Town has for a remedy of the situation.

COMMENTS OF COMMUNITY INTEREST

Mayor Paradise reminded Council the Grapefest Stop will be this Saturday at 11:00 a.m. and informed them Ms. Arrington will pick up extra tickets tomorrow giving each member two tickets.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 10:28 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

Pantego Economic Development Corporation
August 27, 2014

STATE OF TEXAS §
COUNTY OF TARRANT §
TOWN OF PANTEGO §

The Pantego Economic Development Corporation of the Town of Pantego, Texas, met in regular session at 7:00 p.m. in the Council Chamber, 1614 South Bowen Road, Pantego, on the 27th day of August 2014 with the following members present:

Bill Brown	President
Danny Lakey	Vice-President
Fred Adair	Secretary
Arsalan Gittiban	Treasurer
Gloria Van Zandt	Director
Don Surratt	
Stephanie Springer	

Absent:

None

Constituting a quorum. Staff present was:

Matt Fielder	City Manager
Julie Arrington	City Secretary
Ariel Carmona	Finance Director
Chad Joyce	Community Development Director
Scott Williams	Public Works Director

Also in attendance:

Pam Mundo	Economic Development Coordinator
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REGULAR SESSION 7:00 P.M.
CALL TO ORDER AND GENERAL COMMENTS

President Bill Brown called the meeting to order at 7:00 p.m.

INVOCATION

President Brown led the invocation which was followed by the Pledge of Allegiance.

PRESIDENT'S COMMENTS

President Brown gave positive comments regarding the relationship with the Arlington Chamber of Commerce and the many opportunities for networking.

PEDC MEMBER REPORTS/COMMENTS OF COMMUNITY INTEREST

None.

REGULAR BUSINESS

1. Executive Director Report

Pantego Economic Development Corporation
August 27, 2014

Mr. Fielder updated the Board on Pantego Fest 2014 informing them the schedule is completed and can be viewed on the Town's website; Council approved several mediums for advertising; CBS Radio, the Panther Island event, changeable message boards, social media, various area newspapers, and a direct mail piece. Mr. Fielder stated the PYLC Board would have students volunteer at the PEDC booth handing out the bags and there is a request for volunteers, which can sign up on the website.

Mr. Fielder discussed the various chamber meetings that are coming up within the next month and informed the Board he has been asked to sit on a steering committee. There was discussion on the Arlington Chamber of Commerce Annual Dinner.

2. Approval of PEDC Minutes

- **August 13, 2014**

Director Surratt requested a change to his comment from Johnny B's to Mr. B's Vice President Lakey made a motion to approve the minutes as submitted. Director Springer seconded the motion.

The vote was as follows:

Ayes: Surratt, Adair, Lakey, Brown, Van Zandt, and Gittiban

Nays: None

Abstention: None

President Brown declared the motion passed unanimously.

3. Summary of Revenues and Expenditures

- **August 27, 2014**

None.

CITIZEN'S OPEN FORUM

None.

DISCUSS, REVIEW AND CONSIDER ANY ACTION AND/OR DIRECT STAFF ON THE FOLLOWING ITEMS OF BUSINESS

4. Discuss, direct, and consider action on the estimate for the trade show panels designed by the Trade Group.

There was discussion on the layout of the photographs on the panels and the resolution of the map. The Board gave direction for new photos and a new layout. Mrs. Mundo will present the new ideas to the Trade Group.

5. Discuss, direct, and consider action on the Painting of the Park facilities and equipment.

Mr. Williams informed the Board he has two estimates and is waiting on one more. There was discussion on the difference in ecoblasting versus a grinding wheel and on the warranty. The Board requests this item to be on the next agenda and to have staff inspect the work prior to priming the equipment.

6. Discuss, direct, and consider action on Boardmember Shirts.

Pantego Economic Development Corporation
August 27, 2014

Ms. Arrington discussed a uniform color for the Board and shirts at a cost of \$26 per shirt. The Board picked charcoal as their color and each member will give Ms. Arrington their size before leaving.

PEDC MEMBER INQUIRY

President Brown made a request of the Board members to attend the Arlington Chamber of Commerce events next week.

Ms. Mundo informed the Board she and Mr. Fielder will attend the NTCAR tradeshow tomorrow evening in Dallas.

ADJOURNMENT

President Brown adjourned the regular session at 8:00 p.m.

APPROVED:



Bill Brown, President

ATTEST:



Fred Adair, Secretary



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on a Resolution of the Town of Pantego, Texas, Authorizing the Mayor to Release a Lien with the Tarrant County Court Clerk for 1711 Robin Road in Regards to the work performed on the property by the Town.

Date: September 22, 2014

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

The Town of Pantego recorded a lien with the Tarrant County Clerk Office on January 22, 2013 for the demolition and infill of one swimming pool, removal of metal obstructions from exposed foundation and foam sealing of exposed sewer pipes in the amount of \$3,638.67 on real property located at 1711 Robin Rd. The property sold and a check was received by the Town from Reunion Title in the amount of \$3,638.67. Since the lien has been properly paid the Town needs to issue a Release of Lien to the County Court Clerk duly notifying them to release the lien.

FISCAL IMPACT:

\$3,638.67 in revenue.

RECOMMENDATION:

Staff recommends the authorizing the Mayor to Release a Lien with the Tarrant County Court Clerk for 1711 Robin Rd., Pantego, Texas for work performed and paid for by the Town.

ATTACHMENTS:

Resolution No. 14-19
Notice of Release of Lien
1711 Robin Rd Imposition Lien

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

RESOLUTION NO. 14-19

A RESOLUTION OF THE TOWN OF PANTEGO AUTHORIZING THE TOWN MAYOR TO RELEASE A NOTICE OF IMPOSITION LIEN FOR 1711 ROBIN ROAD PANTEGO, TEXAS FILED ON JANUARY 22, 2013.

WHEREAS, the Town of Pantego filed an Imposition Lien in accordance with the Town Code Section 6.036.003(c) and the Local Government Code Section 214.0015; and

WHEREAS, After the Town of Pantego duly notified the known property owner or person in control of the property, the Town performed repairs, or removed dangerous structures, or substandard structures at the following described real property: Block 3, Lot 8 of the Oak Ridge Addition, Pantego, Tarrant County, Texas more commonly known as 1711 Robin Road, Pantego, TX 76013; and

WHEREAS, the Imposition of Lien was recorded with the Tarrant County Court Clerk Office Located at 100 West Weatherford, Fort Worth, Texas 76196-0401 on January 22, 2013 and holds instrument # D213017287; and

WHEREAS, the Town of Pantego received payment in the amount of \$3,638.67 from Reunion Title.

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

Section 1: the Town Council authorizes the Town Mayor to release a Notice of Imposition Lien for the following described real property Block 3, Lot 8 of the Oak Ridge Addition, Pantego, Tarrant County, Texas more commonly known as 1711 Robin Road, Pantego, Texas 76013 for the demolition and infill of one swimming pool, removal of metal obstructions from exposed foundation and foam sealing of exposed sewer pipes.

Section 2: this resolution is effective immediately upon passage.

PASSED AND APPROVED this the 22nd day of September 2014, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of __ ayes, __ nays and __ abstentions.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

James T. Jeffrey, Jr., City Attorney

The Town of Pantego Notice of Release of Lien

The Town of Pantego, Tarrant County, Texas; a municipality with an address of 1614 S. Bowen Rd. Pantego, Texas 76013 ("Lien Holder"), filed a Notice of Imposition Lien on the following described real property:

Block 3, Lot 8 of the Oak Ridge Addition, Pantego, Tarrant County, Texas
More commonly known as 1711 Robin Road, Pantego Texas 76013

The above lien was recorded with the Tarrant County Court Clerk Office located at 100 West Weatherford, Fort Worth, Texas 76196-0401 on January 22, 2013 and holds the Instrument # D213017287.

The Lien was to secure a claim of the Lien Holder against the Real Property for the following:

Demolition and infill of one swimming pool, removal of metal obstructions from exposed foundation, and foam sealing of exposed sewer pipes.

Now, in consideration of \$3,638.67 paid by the Owner, the receipt and sufficiency of which are acknowledged, Lien Holder does hereby:

1. Release, discharge, and terminate the above lien and certify that the claim secured thereby has been fully paid and satisfied;
2. Release to the Owner all right and title that the Lien Holder may have acquired in and to the above property by reason of such lien;
3. Authorize and direct the Register of Deeds of said County to discharge and cancel the lien of record; and
4. Release and forever discharge the Owner from all claims, causes of action, demands and liabilities of whatever nature which the Lien Holder ever had, now has, or hereafter may have in connection with furnishing the above labor and/or materials.

This instrument shall bind Lien holder and its heirs, legal representatives, successors and assigns. This instrument shall inure to the benefit of Owner and its heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Release of Lien is executed under seal on the _____ day of _____, 2014.

Executed in the presence of:

Melody Paradise
Mayor, Town of Pantego

Subscribed and sworn to before me on behalf of the Town of Pantego, Texas this _____ day of _____, 2014.

Notary Public, State of Texas

(SEAL)

My Commission Expires: _____

After recording, return to:

Julie Arrington
City Secretary
Town of Pantego
1614 S. Bowen Road
Pantego, TX. 76013

STATE OF TEXAS X
COUNTY OF TARRANT X

TOWN OF PANTEGO'S NOTICE OF IMPOSITION OF LIEN
(Statement of Costs Pursuant to Town Code Sec. 6.03.003(c) & Local Government Code Sec. 214.0015)

BEFORE ME, the undersigned notary public in and for the State of Texas, on this day personally appeared the undersigned, who being duly sworn, deposes and states:

My name is Melody Paradise. I am the Mayor of the Town of Pantego, Texas, herein referred to as "the Town" and I am authorized to make this affidavit on behalf of the Town as a sworn Statement of the Town's Costs pursuant to Town of Pantego Code of Ordinances Section 6.03.003(c) and Texas Local Government Code Section 214.005.

After notice to the known property owner or persons in control of the property, the Town performed repairs, or removed dangerous structures or substandard structures on at the following described real property:

Block 3, Lot 8 of the Oak Ridge Addition, Pantego, Tarrant County, Texas
more commonly known as 1711 Robin Road, Pantego, TX 76013

The kind of work done and/or materials furnished by or at the expense of the Town for such matters is:

Demolition and infill of one swimming pool, removal of metal obstructions from exposed foundation and foam sealing of exposed sewer pipes

In accordance with Town of Pantego Code of Ordinances Section 6.03.003(c), prior to filing this "TOWN OF PANTEGO'S NOTICE OF IMPOSITION OF LIEN", a copy of this notice was served on the Owner of the premises, at least 30 days prior to the filing of this NOTICE, and the owner has not reimbursed the Town for the full amount claimed in such NOTICE.

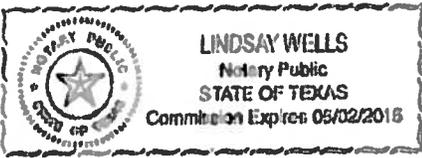
After allowing all just credits and offsets, the amount of \$3,638.67 remains unpaid and is due to the Town. The Town therefore hereby asserts a lien on said property and premises to secure the payment of the amount claimed.

The Town's address is: Town of Pantego, Texas
1614 South Bowen Road
Pantego, Texas 76013

BY: Melody Paradise
Melody Paradise, Mayor for the Town of Pantego

SUBSCRIBED AND SWORN TO BEFORE ME by the aforesaid Melody Paradise, as Mayor of and on behalf of the Town of Pantego, Texas this 5 day of December 2012 to certify which witness my hand and seal of office.

Lindsay Wells
Notary Public, State of Texas





AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on a Resolution of the Town of Pantego, Texas, Authorizing the City Manager to enter into an Agreement with O.P.E.N. America, Inc. for cleaning of the Municipal Buildings.

Date: September 22, 2014

PRESENTER:

Barry Reeves, Assistant Police Chief

BACKGROUND:

The Town of Pantego entered into a contract with Courtesy Building Services, Inc. (CBSI) in September 2008 for janitorial services. The term of the contract was for one (1) year and would be automatically extended each year unless terminated by either party. If the Town cancels for non performance the contractor must first receive 5 days to correct the issue then at the end of 30 days the contract is terminated with written notification. The current cost of the contract was \$395 for twice a week cleaning at Town Hall and the Public Works Department and \$346 for twice a week at the Police Department. This is a total monthly charge of \$741 per month; \$8,892 annually.

CBSI had a significant change in personnel that did not adhere to the designated cleaning day or the scope of work. The Police Department conducts background checks on everyone accessing the Police Station and discovered over the past several weeks the crews had criminal histories and some had warrants and were arrested upon arrival. I have spoken to the regional manager after each occasion and the matter only became worse. The week of September 6th a member of the crew was arrested for warrants and later that week the crew showed up with workers without identification. Due to these incidents and several attempts to correct the issue the Company was fired from their services.

I received estimates from O.P.E.N. America, Inc., Squared Away Cleaning, and G.R. Enterprises. The most cost effective was O.P.E.N. America, Inc. I have a contract from them to replace CBSI for your review.

FISCAL IMPACT:

\$760.00 per month; \$9,120.00 annually. (\$375/\$385)

RECOMMENDATION:

Staff recommends

ATTACHMENTS:

Memo
Resolution 14-20
O.P.E.N. America Inc. Contract
Squared Away Estimate
G.R. Enterprises Estimate

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



Pantego Police Department

To: Matt Fielder, City Manager
From: Barry Reeves, Assistant Chief of Police
CC:
Date: September 9, 2014
Re: New Cleaning Service

Over the past several years, the Town has used Courtesy Building Services Inc. for all of the Towns cleaning. Over the past year, there has been numerous supervisors leave the company which in turn has caused the service(s) they provide to diminish. Recently it has been discovered that employees are not cleaning on designated days and the work that is to be completed does not get done. In addition, we were very specific with the company that due to sensitive information in both buildings, background checks will be completed on all potential cleaning employees prior to them entering the buildings. The service has brought new people in without notification. Upon running a background check, we have discovered extensive criminal records, suspended drivers license and on one occasion we arrested one for outstanding warrants. I have spoken to the regional manager after each occasion and the matter seems to get worse instead of better. My last conversation with him was to inform him that we would no longer need their services due to the aforementioned reasons and his response was, "I would fire us too."

I have received several bids for a new cleaning service. These companies are OPEN America (Open Works), Squared Away Cleaning and G.R. Enterprise. I was able to negotiate with Open Works in order to get the price and yearly contract that works for the Town.

We currently spend approx. \$740.00 each month, Town wide, on cleaning/janitorial services. Open Works is willing to charge the Town \$760.00. This would only be an increase of \$220.00 a year which will be paid through the Building Maintenance budget on the Police Department.

It is my recommendation that we enter into an agreement Open Works for or cleaning/janitorial needs.

Barry Reeves
Assistant Chief of Police

RESOLUTION NO. 14-20

A RESOLUTION OF THE TOWN OF PANTEGO AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND BETWEEN OPEN WORKS FOR JANITORIAL/MAINTENANCE SERVICES.

WHEREAS, the Town Council has determined to enter into a new contract with Open Works for Janitorial/Maintenance Services in the Town of Pantego; and

WHEREAS, O.P.E.N America, Inc., an Arizona corporation, is doing business as Open Works for its assignee to render commercial janitorial/maintenance services; and

WHEREAS, Open Works agrees to provide Pantego with regular janitorial services two times a week as more particularly itemized on the attached Exhibit "A". Open Works shall provide all customary equipment and supplies reasonable necessary for the regular janitorial service except toiletries and trash liners.

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

Section 1: the Town Council authorizes the City Manager to enter into a contract with Open Works for the janitorial/maintenance services to the municipal buildings.

Section 2: the Town Council agrees and accepts the terms and conditions of the contract as presented by Open Works and hereto attached.

Section 3: this resolution is effective immediately upon passage.

PASSED AND APPROVED this the 22nd day of September 2014, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of __ ayes, __ nays and __ abstentions.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

James T. Jeffrey, Jr., City Attorney



O.P.E.N. AMERICA, INC.
4742 N 24th Street. Ste. 300
Phoenix AZ 85016
602-244-0440

Facilities Services Agreement

City of Pantego City Hall / Public Works ("Client") hereby hires O.P.E.N. America, Inc. an Arizona corporation, doing business as **OpenWorks** ("OpenWorks"), as agent, for its assignee to render commercial janitorial/maintenance services at the **Clients** business premises located at:

Address/Suite: 1614 S. Bowen Road
City, State, Zip: Pantego, TX. 76013

Upon the following terms and conditions:

A. Janitorial/Maintenance Services:

Charges and Frequency

Client shall pay to OpenWorks the sum of Three Hundred Seventy-Five dollars \$375.00 plus any applicable taxes and surcharges, per month (the "Monthly Fee") for the regular janitorial services more particularly described below and/or in the attached Exhibit "A" (the "Regular Janitorial Services"). Except as otherwise agreed to in writing by Client and OpenWorks, Regular Janitorial Services shall be provided 2 times per week (the "Frequency"). These janitorial services are generally to be performed outside of Clients normal business hours (but not on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) unless otherwise agreed to in writing by Client and OpenWorks.

1. Scheduled Start Date: Services hereunder shall commence on _____ and shall continue through expiration or termination of this Agreement.
2. Services to be Performed: OpenWorks shall perform the regular janitorial services as more particularly itemized on the attached Exhibit "A" on the frequency specified in the preceding paragraph (the "Regular Janitorial Service") OpenWorks may provide additional or special services or supplies as may be requested by Client from time-to-time in exchange for payment of the price(s) quoted by OpenWorks and, if no price has been quoted, Client agrees to pay OpenWorks for these services or supplies in an amount as set forth on OpenWorks' pricing
3. Supplies and Equipment: OpenWorks shall provide all customary equipment and supplies reasonably necessary for the regular janitorial service EXCEPT FOR: Toiletries and trash liners which shall be supplied by Client (Supplies may be purchased through OpenWorks- see attached current price list).
4. OpenWorks to Designate Service Provider: OpenWorks shall have sole and exclusive right to designate the service provider to perform the janitorial services pursuant to this Agreement. All person(s) or entities rendering janitorial services shall be bonded and insured and, unless otherwise provided, shall perform in accordance with the terms and provisions of this Agreement.



O.P.E.N. AMERICA, INC.
4742 N 24th Street. Ste. 300
Phoenix AZ 85016
602-244-0440

B. Billing and Payment Terms:

1. **Charges:** The Monthly Fee is based upon **OpenWorks** rendering the Regular Janitorial Services on the Frequency set forth above. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, are non-working days and janitorial services will not be supplied on such days. As these holidays are taken into account in determining the Monthly Fee, **Client** shall not be entitled to any "credit" for holidays. Should **Client** require special janitorial service on holidays, arrangements may be made for an additional charge.
2. **Payment Terms:** All invoices are due and payable upon receipt and are delinquent thirty (30) days after the date of the invoice. Delinquent invoice accrue interest at the rate of one and one half percent (1.5%) per month commencing from the due date through the date of payment.
3. **Adjustments to Monthly Fees:** From time to time, as parties may agree, **Client's** monthly service fee specified in paragraph A may be increased or decreased to reflect an increase or decrease in the area of space service and the kind, amount, or frequency of service to be rendered. Such modifications will be binding only if in writing and signed by **Client** and **OpenWorks**.

C. Term and Renewal

1. **Term:** The initial term of this Contract will be for three (3) years from the date services are scheduled to commence.
2. **Automatic Renewal:** The term of this Agreement shall be Automatically Extended and Renewed upon expiration of the initial term of this Agreement for an additional one (1) year period unless **Client** or **OpenWorks** provides written notice of non-renewal at least thirty (30) days prior to the renewal date. The term of this Agreement shall also be automatically extended and renewed for successive one (1) year periods after expiration of the first renewal period unless **Client** and **OpenWorks** provides written notice of non-renewal at least thirty (30) days prior to expiration of any renewal period. If timely notice is given for non-renewal, this agreement will expire at 11:59 P.M. on the expiration date of the initial term or renewal term, whichever is applicable. Unless otherwise agreed in writing between **OpenWorks** and **Client**, the terms and conditions of this Agreement shall apply to all renewal periods.

D. Termination

1. **Deficiencies in Janitorial Service:** In the event **Client** believes there exists any material deficiency with respect to janitorial services provided hereunder, **Client** shall provide **OpenWorks** written notice specifying the particulars of the claimed deficiency and permitting **OpenWorks** at least ten (10) business days to investigate and initiate corrective measures. In the event **OpenWorks** does not consider the **Client's** claimed deficiencies to be justified, **OpenWorks** will so notify the **Client**. **Client** may only terminate this Agreement "for cause" based upon a material deficiency with respect to the janitorial service if, and only if, **Client** shall have provided written notice to **OpenWorks** specifying the deficiencies and **OpenWorks** fails to initiate corrective action within ten (10) business days following **OpenWorks'** receipt of written notice. To the extent **OpenWorks** initiates corrective action with respect to a claimed deficiency, the issue giving rise to that claimed deficiency shall be deemed cured and a separate notice shall be required with respect to any other claimed material deficiency thereby permitting **OpenWorks** to investigate and to initiate corrective action with respect to such other claimed deficiency(ies) in accordance with the provisions of this paragraph.



O.P.E.N. AMERICA, INC.
4742 N 24th Street Ste. 300
Phoenix AZ 85016
602-244-0440

2. **Early Termination for Convenience:** This Agreement may not be terminated prior to the expiration of the initial term or renewal period(s), whichever is applicable. Notwithstanding the foregoing, **Client** may, upon at least thirty (30) days written notice to **OpenWorks**, terminate this Agreement for convenience providing the **Client** pays to **OpenWorks**, at the time notice is dispatched, an early termination fee equal to the greater of: (1) One Monthly Fee as provided in paragraph A; or (2) one-half the number of months remaining until expiration of the initial or renewal term of the Agreement as may be applicable times the Monthly Fee specified in paragraph A. Early termination does not affect **Client's** obligation to pay for services through date of early termination.
3. **Suspension of Service Due to Non-Payment:** In the event **Client** fails to timely pay for janitorial services and/or supplies, **OpenWorks** may, without notice, suspend any further service until such a default is cured, or, at its sole discretion, may terminate this contract and deem such termination as one arising under paragraph D(2).
4. **Extraordinary Circumstances:** **Client** may terminate this Agreement at any time if the premises where the services are performed are destroyed and/or, upon thirty (30) days written notice, where **Client** vacates the premises. **OpenWorks** may terminate this Agreement upon thirty (30) days notice if **OpenWorks** and/or its service provider are unable to provide the services required hereunder.
5. **Final Payment:** **Client** shall pay for all unpaid service, materials, or supplies no later than thirty (30) days following issuance of an invoice or expiration or termination of this Agreement, whichever is sooner.
6. **Costs of Collection:** In the event **OpenWorks** refers this matter to an attorney or collection agency for collection of any sums owed by **Client** to **OpenWorks** hereunder, **Client** shall, in addition to amounts owing hereunder, pay any attorney's fees, court costs, collection agency fees, and any other sums incurred for collection.

E. Miscellaneous

1. **No Hazardous Conditions:** **Client** represents and warrants that the premises subject to the janitorial services shall be free of asbestos, hazardous materials, and hazardous waste materials, and that they do not pose any unusual risk or hazards. **Client** agrees to hold **OpenWorks** and its franchises harmless from any and all liability associated with any exposure to such hazardous materials or damages resulting from any hazardous or harmful conditions.
2. **Notice:** All notices contemplated hereunder shall be either hand-delivered or dispatched via the United States Mail, certified, postage pre-paid, at **OpenWorks'** address referred to above and to the **Client** at its Billing Address. Invoices and routine correspondence shall not be deemed "notices" for the purposes of this Agreement.
3. **Restrictions Upon Hiring Cleaning Personnel:** **Client** covenants and agrees that, during the term of this Agreement (including any renewal periods) and or one (1) year after this Agreement expires or terminates, **Client** shall not, directly or indirectly, hire or employ or contract with **OpenWorks'** employees, agents, representatives, or franchisees (including any employees of an **OpenWorks'** franchisee) to render, provide, supply, and/or manage any janitorial related services.



O.P.E.N. AMERICA, INC.
4742 N 24th Street Ste. 300
Phoenix AZ 85016
602-244-0440

- 4. **Integration:** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaries written agreements. This Agreement may not be changed, modified, or rescinded except in writing, signed by Client and OpenWorks (the "Addendum"), and any attempt at oral modification of this Agreement shall be void and of no effect. Unless otherwise specifically agreed to by the parties in writing, the terms of any Addendum shall only apply on and after the date of the Addendum was fully executed.
- 5. **Force Majeure:** OpenWorks shall not be liable for any delays or damages caused by events beyond its reasonable control.

In WITNESS WHEREOF, the parties have entered into this Agreement:

ON BEHALF OF CLIENT:

Client (Company) Name: _____
 Representative Signature: _____
 Representative Name (Print): _____
 Representative Title: _____

ON BEHALF OF OPENWORKS, AS AGENT:

OpenWorks' Rep. Signature: *[Handwritten Signature]*
 OpenWorks' Rep. Name(Print): Gary R. Smith
 OpenWorks' Rep. Title: Regional District Manager

IMPORTANT: SERVICE FEE ON PAGE ONE DOES NOT INCLUDE APPLICABLE SALES TAXES



O.P.E.N. AMERICA, INC.
4742 N. 24th Street, Ste. 300
Phoenix, AZ 85016
602-224-0440

ADDENDUM TO FACILITIES SERVICES AGREEMENT

This Addendum (the “Addendum”) is entered into between O.P.E.N. America, Inc., an Arizona corporation, doing business as OpenWorks (“OpenWorks”), and City of Pantego City Hall (“Client”). This Addendum relates solely to that certain Facilities Services Agreement dated September 26, 2014 between OpenWorks and Client respecting the premises located at 1614 S. Bowen Road, Pantego, TX. 76013(the “Facilities Services Agreement”).

1. Modification to Facilities Services Agreement. Notwithstanding the provisions of the Facilities Services Agreement, OpenWorks and Client agree as follows:

- A. OpenWorks shall perform background checks on all individuals who will be performing services to client under this agreement. OpenWorks will not assign or allow any individual to perform services to client under this agreement who has been convicted of a felony, any drug-related offense, or any crime involving moral turpitude.
- B. City of Pantego shall reserve the right to approve or disapprove any individual assigned to perform any services under this agreement.

2. Other Terms Control. Except as specifically provided herein or in other addenda signed by Client and OpenWorks, the terms and conditions of the Facilities Services Agreement shall control and govern including, without limitation, all provisions concerning payment and collection.

3. Corporate Management Approval. This Addendum shall only be binding upon OpenWorks, an OpenWorks officer’s or senior manager’s written approval as appearing on this Addendum.



O.P.E.N. AMERICA, INC.
4742 N. 24th Street, Ste. 300
Phoenix, AZ 85016
602-224-0440

ADDENDUM TO FACILITIES SERVICES AGREEMENT

In WITNESS WHEREOF, the parties have entered into this Agreement:

ON BEHALF OF CLIENT:

Client Name: City of Pantego City Hall

Representative Signature: _____ Date: _____

Representative Name (Print): _____

Representative Title: _____

ON BEHALF OF OPENWORKS:

OpenWorks' Rep. Signature: _____ Date: _____

OpenWorks' Rep. Name (Print): _____

Representative Title: _____



O.P.E.N. AMERICA, INC.
 4742 N 24th Street. Ste. 300
 Phoenix AZ 85016
 602-244-0440

Facilities Services Agreement

City of Pantego Police Dept. ("Client") hereby hires O.P.E.N. America, Inc. an Arizona corporation, doing business as **OpenWorks** ("OpenWorks"), as agent, for its assignee to render commercial janitorial/maintenance services at the Clients business premises located at:

Address/Suite: 2600 Miller Lane
 City, State, Zip: Pantego, TX. 76013

Upon the following terms and conditions:

A. Janitorial/Maintenance Services:

Charges and Frequency

Client Shall pay to OpenWorks the sum of Three Hundred Eighty-Five dollars \$385.00 plus any applicable taxes and surcharges, per month (the "Monthly Fee") for the regular janitorial services more particularly described below and/or in the attached Exhibit "A" (the "Regular Janitorial Services"). Except as otherwise agreed to in writing by Client and OpenWorks, Regular Janitorial Services shall be provided 2 times per week (the "Frequency"). These janitorial services are generally to be performed outside of Clients normal business hours (but not on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day) unless otherwise agreed to in writing by Client and OpenWorks.

1. **Scheduled Start Date:** Services hereunder shall commence on _____ and shall continue through expiration or termination of this Agreement.
2. **Services to be Performed:** OpenWorks shall perform the regular janitorial services as more particularly itemized on the attached Exhibit "A" on the frequency specified in the preceding paragraph (the "Regular Janitorial Service") OpenWorks may provide additional or special services or supplies as may be requested by Client from time-to-time in exchange for payment of the price(s) quoted by OpenWorks and, if no price has been quoted, Client agrees to pay OpenWorks for these services or supplies in an amount as set forth on OpenWorks' pricing
3. **Supplies and Equipment:** OpenWorks shall provide all customary equipment and supplies reasonably necessary for the regular janitorial service EXCEPT FOR: Toiletries and trash liners which shall be supplied by Client (Supplies may be purchased through OpenWorks- see attached current price list).
4. **OpenWorks to Designate Service Provider:** OpenWorks shall have sole and exclusive right to designate the service provider to perform the janitorial services pursuant to this Agreement. All person(s) or entities rendering janitorial services shall be bonded and insured and, unless otherwise provided, shall perform in accordance with the terms and provisions of this Agreement.



O.P.E.N. AMERICA, INC.
4742 N 24th Street. Ste. 300
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B. Billing and Payment Terms:

1. **Charges:** The Monthly Fee is based upon **OpenWorks** rendering the Regular Janitorial Services on the Frequency set forth above. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, are non-working days and janitorial services will not be supplied on such days. As these holidays are taken into account in determining the Monthly Fee, **Client** shall not be entitled to any "credit" for holidays. Should **Client** require special janitorial service on holidays, arrangements may be made for an additional charge.
2. **Payment Terms:** All invoices are due and payable upon receipt and are delinquent thirty (30) days after the date of the invoice. Delinquent invoice accrue interest at the rate of one and one half percent (1.5%) per month commencing from the due date through the date of payment.
3. **Adjustments to Monthly Fees:** From time to time, as parties may agree, **Client's** monthly service fee specified in paragraph A may be increased or decreased to reflect an increase or decrease in the area of space service and the kind, amount, or frequency of service to be rendered. Such modifications will be binding only if in writing and signed by **Client** and **OpenWorks**.

C. Term and Renewal

1. **Term:** The initial term of this Contract will be for one (1) year from the date services are scheduled to commence.
2. **Automatic Renewal:** The term of this Agreement shall be Automatically Extended and Renewed upon expiration of the initial term of this Agreement for an additional one (1) year period unless **Client** or **OpenWorks** provides written notice of non-renewal at least thirty (30) days prior to the renewal date. The term of this Agreement shall also be automatically extended and renewed for successive one (1) year periods after expiration of the first renewal period unless **Client** and **OpenWorks** provides written notice of non-renewal at least thirty (30) days prior to expiration of any renewal period. If timely notice is given for non-renewal, this agreement will expire at 11:59 P.M. on the expiration date of the initial term or renewal term, whichever is applicable. Unless otherwise agreed in writing between **OpenWorks** and **Client**, the terms and conditions of this Agreement shall apply to all renewal periods.

D. Termination

1. **Deficiencies in Janitorial Service:** In the event **Client** believes there exists any material deficiency with respect to janitorial services provided hereunder, **Client** shall provide **OpenWorks** written notice specifying the particulars of the claimed deficiency and permitting **OpenWorks** at least ten (10) business days to investigate and initiate corrective measures. In the event **OpenWorks** does not consider the **Client's** claimed deficiencies to be justified, **OpenWorks** will so notify the **Client**. **Client** may only terminate this Agreement "for cause" based upon a material deficiency with respect to the janitorial service if, and only if, **Client** shall have provided written notice to **OpenWorks** specifying the deficiencies and **OpenWorks** fails to initiate corrective action within ten (10) business days following **OpenWorks'** receipt of written notice. To the extent **OpenWorks** initiates corrective action with respect to a claimed deficiency, the issue giving rise to that claimed deficiency shall be deemed cured and a separate notice shall be required with respect to any other claimed material deficiency thereby permitting **OpenWorks** to investigate and to initiate corrective action with respect to such other claimed deficiency(ies) in accordance with the provisions of this paragraph.



O.P.E.N. AMERICA, INC.
4742 N 24th Street. Ste. 300
Phoenix AZ 85016
602-244-0440

2. **Early Termination for Convenience:** This Agreement may not be terminated prior to the expiration of the initial term or renewal period(s), whichever is applicable. Notwithstanding the foregoing, Client may, upon at least thirty (30) days written notice to OpenWorks, terminate this Agreement for convenience providing the Client pays to OpenWorks, at the time notice is dispatched, an early termination fee equal to the greater of: (1) One Monthly Fee as provided in paragraph A; or (2) one-half the number of months remaining until expiration of the initial or renewal term of the Agreement as may be applicable times the Monthly Fee specified in paragraph A. Early termination does not affect Client's obligation to pay for services through date of early termination.
3. **Suspension of Service Due to Non-Payment:** In the event Client fails to timely pay for janitorial services and/or supplies, OpenWorks may, without notice, suspend any further service until such a default is cured, or, at its sole discretion, may terminate this contract and deem such termination as one arising under paragraph D(2).
4. **Extraordinary Circumstances:** Client may terminate this Agreement at any time if the premises where the services are performed are destroyed and/or, upon thirty (30) days written notice, where Client vacates the premises. OpenWorks may terminate this Agreement upon thirty (30) days notice if OpenWorks and/or its service provider are unable to provide the services required hereunder.
5. **Final Payment:** Client shall pay for all unpaid service, materials, or supplies no later than thirty (30) days following issuance of an invoice or expiration or termination of this Agreement, whichever is sooner.
6. **Costs of Collection:** In the event OpenWorks refers this matter to an attorney or collection agency for collection of any sums owed by Client to OpenWorks hereunder, Client shall, in addition to amounts owing hereunder, pay any attorney's fees, court costs, collection agency fees, and any other sums incurred for collection.

E. Miscellaneous

1. **No Hazardous Conditions:** Client represents and warrants that the premises subject to the janitorial services shall be free of asbestos, hazardous materials, and hazardous waste materials, and that they do not pose any unusual risk or hazards. Client agrees to hold OpenWorks and its franchises harmless from any and all liability associated with any exposure to such hazardous materials or damages resulting from any hazardous or harmful conditions.
2. **Notice:** All notices contemplated hereunder shall be either hand-delivered or dispatched via the United States Mail, certified, postage pre-paid, at OpenWorks' address referred to above and to the Client at its Billing Address. Invoices and routine correspondence shall not be deemed "notices" for the purposes of this Agreement.
3. **Restrictions Upon Hiring Cleaning Personnel:** Client covenants and agrees that, during the term of this Agreement (including any renewal periods) and or one (1) year after this Agreement expires or terminates, Client shall not, directly or indirectly, hire or employ or contract with OpenWorks' employees, agents, representatives, or franchisees (including any employees of an OpenWorks' franchisee) to render, provide, supply, and/or manage any janitorial related services.



O.P.E.N. AMERICA, INC.
4742 N 24th Street. Ste. 300
Phoenix AZ 85016
602-244-0440

- 4. **Integration:** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto are revoked and superseded by this Agreement, and no representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaries written agreements. This Agreement may not be changed, modified, or rescinded except in writing, signed by Client and OpenWorks (the "Addendum"), and any attempt at oral modification of this Agreement shall be void and of no effect. Unless otherwise specifically agreed to by the parties in writing, the terms of any Addendum shall only apply on and after the date of the Addendum was fully executed.
- 5. **Force Majeure:** OpenWorks shall not be liable for any delays or damages caused by events beyond its reasonable control.

In WITNESS WHEREOF, the parties have entered into this Agreement:

ON BEHALF OF CLIENT:

Client (Company) Name: _____
Representative Signature: _____
Representative Name (Print): _____
Representative Title: _____

ON BEHALF OF OPENWORKS, AS AGENT:

OpenWorks' Rep. Signature: _____
OpenWorks' Rep. Name(Print): _____
OpenWorks' Rep. Title: _____

IMPORTANT: SERVICE FEE ON PAGE ONE DOES NOT INCLUDE APPLICABLE SALES TAXES



O.P.E.N. AMERICA, INC.
4742 N. 24th Street, Ste. 300
Phoenix, AZ 85016
602-224-0440

ADDENDUM TO FACILITIES SERVICES AGREEMENT

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1. Modification to Facilities Services Agreement. Notwithstanding the provisions of the Facilities Services Agreement, OpenWorks and Client agree as follows:

- A. A. OpenWorks shall perform background checks on all individuals who will be performing services to client under this agreement. OpenWorks will not assign or allow any individual to perform services to client under this agreement who has been convicted of a felony, any drug-related offense, or any crime involving moral turpitude
- B. B. City of Pantego shall reserve the right to approve or disapprove any individual assigned to perform any services under this agreement.

2. Other Terms Control. Except as specifically provided herein or in other addenda signed by Client and OpenWorks, the terms and conditions of the Facilities Services Agreement shall control and govern including, without limitation, all provisions concerning payment and collection.

3. Corporate Management Approval. This Addendum shall only be binding upon OpenWorks, an OpenWorks officer’s or senior manager’s written approval as appearing on this Addendum.



O.P.E.N. AMERICA, INC.
4742 N. 24th Street, Ste. 300
Phoenix, AZ 85016
602-224-0440

ADDENDUM TO FACILITIES SERVICES AGREEMENT

In WITNESS WHEREOF, the parties have entered into this Agreement:

ON BEHALF OF CLIENT:

Client Name: City of Pantego Police Department

Representative Signature: _____ Date: _____

Representative Name (Print): _____

Representative Title: _____

ON BEHALF OF OPENWORKS:

OpenWorks' Rep. Signature: _____ Date: _____

OpenWorks' Rep. Name (Print): _____

Representative Title: _____

Squared Away Cleaning

Squared Away Cleaning
 4333 PRESTO CIR
 GRAND PRAIRIE, TX 75052

(817)680-0834
 squaredawaydfw@gmail.com

Estimate

Date	Estimate No.
09/07/2014	1008
Exp. Date	
	12/07/2014

Address
Pantego Police Department 2600 Miller Lane Pantego, Texas 76013

Date	Activity	Amount
09/07/2014	Monthly Building Maintenance Sweep, Mop, Window Cleaning, Restrooms, Locker Rooms, Outside Foyers Sweeping, Dusting, Wiping All Surfaces Emptying All Trash This will include all Front Desk & Reception Area, Ktichen/Break room,Hallways, Restrooms, Offices,Conference Rooms, jail cell/inmate holding areas Any and All Jantioral Services will be performed 2 days a week.	425.00
City of Pantego Police Department bid for monthly cleaning contract		Total \$425.00

Accepted By _____

Accepted Date _____

Squared Away Cleaning

Squared Away Cleaning
 4333 PRESTO CIR
 GRAND PRAIRIE, TX 75052

(817)680-0834
 squaredawaydfw@gmail.com

Estimate

Date	Estimate No.
09/07/2014	1009
Exp. Date	
	12/07/2014

Address
City Of Pantego City Hall/Public Works 1614 S. Bowen Road Pantego, Texas 76013

Date	Activity	Amount
09/07/2014	Monthly Building Maintenance Sweep, Mop, Window Cleaning, Restrooms, Outside Foyers Sweeping, Dusting, Wiping All Surfaces, Emptying All Trash This will include all Front Desk & Reception Area Ktichen/Break room, Hallways, Restrooms, Offices, Conference Rooms Any and All Jantioral Services will be performed 2 days a week.	425.00
Monthly cleaning contract bid for Pantego City Hall/Public Works.		Total \$425.00

Accepted By _____

Accepted Date _____

G.R. Enterprises



September 6, 2014

RE: Janitorial Bid For-
Pantego Police Department
1614 S. Bowen
Pantego, TX 76013

Thank you for choosing G.R. Enterprises for your janitorial needs. We are confident that you will be very satisfied with the services that we offer.

Please see the bid for Pantego Police Department listed below:

Inclusions:

Trash Disposal, dusting, vacuuming, sweep, and mopping

Exclusions: Floor waxing and anything not listed under inclusions.

Total: \$415.00

As your needs change, we will be happy to help you evaluate those needs and offer you the services that will help you achieve your new goals. Again, thank you for considering G.R. Enterprises.

Sincerely,

Regina Barajas
Estimator

G.R. Enterprises



September 6, 2014

RE: Janitorial Bid For-
Pantego City Hall
1614 S. Bowen
Pantego, TX 76013

Thank you for choosing G.R. Enterprises for your janitorial needs. We are confident that you will be very satisfied with the services that we offer.

Please see the bid for Pantego City Hall listed below:

Inclusions:

Trash Disposal, dusting, vacuuming, sweep, and mopping

Exclusions: Floor waxing and anything not listed under inclusions.

Total: \$430.00

As your needs change, we will be happy to help you evaluate those needs and offer you the services that will help you achieve your new goals. Again, thank you for considering G.R. Enterprises.

Sincerely,

Regina Barajas
Estimator



AGENDA BACKGROUND

AGENDA ITEM: Public hearing and vote on a first and final reading of a proposed ordinance amending the Fiscal Year 2013-2014 Adopted Budget; and declaring an effective date.

DATE: September 22, 2014

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

BACKGROUND:

First and final reading with a vote to amend the Fiscal Year 2013-2014 Budget. Certain material asset and project expenditures not budgeted in the Fiscal Year 2013-2014 Adopted Budget need to be recognized. Also, street improvement projects of significant value were not initiated during the fiscal year. These changes are also considered material and should be reflected in the budget amendment. A detail of expenditure increases/decreases and transfers amending the budget are listed as follows:

Capital Projects Fund:

Expenditure: (Increase)

Purchase rather than finance three (3) vehicles	
Cost of Equipment	\$100,647
Less: Amount appropriated for the 1 st capital lease payment	<u>26,201</u>
	74,445
Plus: New Server (cost carried over from the prior fiscal year)	10,540
Plus: Quint Capital Lease Payment budget discrepancy	<u>1,515</u>
Total Expenditure Increase	<u>\$ 86,500</u>

Street Improvement Fund:

Expenditure: (Decrease)

Wagon Wheel Overlay	\$160,000
Dickerson Drive	102,000
Sarah Drive	<u>44,000</u>
Total Expenditure Decrease	<u>\$306,000</u>

Water and Sewer Infrastructure Fund:

Expense: (Decrease)

Pioneer Prkwy Water Line Replacement	\$ 84,000
Uni-directional Flushing and Valve Location	<u>35,000</u>
Total Expense Decrease	<u>\$119,000</u>

Water and Sewer Construction Fund:

Expense: (Increase)

Lane Well #2 – Replaced pump and motor	\$94,000
Stolper Well – Replaced pump, motor, and electrical upgrades)	\$54,000
Total Expense Increase	\$148,000

Agenda Background
Fiscal Year 2013-14 Budget Amendment
(continued)

Transfers:

Transfer from the General Fund to the Capital Projects Fund	\$13,676
Purchase of three (3) vehicles for Police, Community Development and Municipal Court.	

FISCAL IMPACT:

Budget amendment adjusts the 2013-2014 Fiscal Year Budget as follows:

- 1) Increase the Capital Projects Fund expenditures by \$86,500.
- 2) Decrease Street Improvement Fund expenditures by \$306,000.
- 3) Decrease Water and Sewer Infrastructure Fund expenses by \$119,000.
- 4) Increase Water and Sewer Construction Fund expenses by \$148,000
- 5) Transfer from the General Fund to the Capital Projects Fund the amount of \$13,676.

RECOMMENDATION:

Staff recommends approval of the budget amendment as presented by the City Manager.

ATTACHMENTS:

Ordinance Amending the Fiscal Year 2013-2014 Budget.

ORDINANCE NO. 14-750

AN ORDINANCE OF THE TOWN OF PANTEGO, TEXAS, AUTHORIZING AMENDMENTS TO THE ADOPTED BUDGET FOR FISCAL YEAR 2013/2014; AND DECLAIRING AN EFFECTIVE DATE

WHEREAS, the Town Council for the Town of Pantego, Texas, has duly adopted a budget for the fiscal year 2013-2014 as provided by law and;

WHEREAS, unusual and unforeseeable conditions have arisen which could not, by reasonable diligent thought, have been included nor considered prior to or at the time of the adoption of said budget; and

WHEREAS, to ensure proper allocation of revenues and expenditures needed to maintain a balanced budget, it is necessary to make appropriate changes to the Town of Pantego's Annual Budget for fiscal year 2013-2014;

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

Section 1 That the Annual Budget for Fiscal Year 2013-2014 is hereby amended to reflect the changes as shown:

Increase the Capital Projects Fund expenditures by \$86,500.
Decrease Street Improvement Fund expenditures by \$306,000.
Decrease Water and Sewer Infrastructure Fund expenses by \$119,000.
Increase Water and Sewer Construction Fund expenses by \$148,000
Transfer from the General Fund to the Capital Projects Fund the amount of \$13,676.

Section 2 This ordinance will become effective immediately following its final passage.

PASSED AND APPROVED THIS THE 22nd DAY OF SEPTEMBER 2014 BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS.

**Melody Paradise
Mayor**

ATTEST:

Julie Arrington, City Secretary

APPROVED TO FORM:

Jim Jeffrey, City Attorney



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct and consider action on approving the Fiscal Year 2014-2015 Pantego Economic Development Corporation's Budget.

DATE: September 22, 2014

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

BACKGROUND:

Under Section 21 of the Development Corporation Act of 1979, the Town Council must approve all programs and expenditures for the Pantego Economic Development Corporation (PEDC) and annually review financial statements of the corporation. The current fiscal year end estimates and Fiscal Year 2014-2015 PEDC Budget were considered, voted upon, and adopted by the Pantego Economic Development Board during the meeting of July 9, 2014. Pursuant to the Texas Local Government Code, Sec. 505.160, a public hearing to solicit citizen input regarding the proposed projects for Fiscal Year 2014-2015 was held August 13, 2014.

FISCAL IMPACT:

The annual PEDC budget has the largest impact on the financial affairs of the corporation than any other item. It is basically PEDC's financial guide for the upcoming fiscal year.

RECOMMENDATION:

Staff recommends the following motion:

Approval of the Pantego Economic Development Corporation's 2014-2015 Budget as presented.

ATTACHMENTS:

Fiscal Year 2014-2015 Pantego Economic Development Corporation Budget.

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



**PANTEGO ECONOMIC DEVELOPMENT CORPORATION
PROPOSED BUDGET
FISCAL YEAR 2014-2015**

BOARD OF DIRECTORS:

Bill Brown, President
Danny Lakey, Vice President
Fred Adair, Secretary
Arsalan Gittiban, Treasurer
Gloria Van Zandt, Director
Don Surratt, Director
Stephanie Springer, Director

CONTRACT:

Pam Mundo, Economic Development Coordinator

TOWN STAFF:

Matt Fielder, City Manager
Julie Arrington, City Secretary
Ariel Carmona, Finance Director
Chad Joyce, Community Development Director

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**Pantego Economic Development Corporation Budget
Statement of Revenues and Expenditures - Combined
Fiscal Year 2014-2015**

	<u>Operating Fund</u>	<u>Project Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
Estimated Beginning Fund Balance	\$ 30,388	\$ 63,618	\$ 201,260	\$ 295,265
REVENUES				
Sales Tax Revenue	\$ 231,722	\$ 86,382	\$ 201,260	\$ 519,364
Oil and Gas Royalty	750	-	-	750
Interest Revenue	500	-	-	500
TOTAL REVENUE	\$ 232,972	\$ 86,382	\$ 201,260	\$ 520,614
EXPENDITURES				
Principal Payment	\$ -	\$ -	\$ 140,000	\$ 140,000
Interest Payment	-	-	61,260	61,260
Contract Services	2,500	-	-	2,500
EDC Consultant	36,000	-	-	36,000
Arlington Chamber of Commerce	10,000	-	-	10,000
Marketing and Advertising	15,000	-	-	15,000
Activities	8,500	-	-	8,500
Park Operations/Maintenance	36,550	-	-	36,550
Travel/Training/Other	4,500	-	-	4,500
Pantego Arch Lighting	-	20,000	-	-
Unidentified Projects/Incentives	-	130,000	-	130,000
TOTAL EXPENDITURES	\$ 113,050	\$ 150,000	\$ 201,260	\$ 464,310
OTHER SOURCES/(USES)				
Transfer to GF (Admin Fees)	\$ (49,637)	\$ -	\$ -	\$ (49,637)
Transfer to GF (Park Maintenance)	(48,252)	-	-	(48,252)
Transfer to GF (CRB & Pantegofest)	(17,500)	-	-	(17,500)
TOTAL OTHER SOURCES/(USES)	\$ (115,389)	\$ -	\$ -	\$ (115,389)
Net Change In Fund Balance	4,533	(63,618)	-	(59,085)
Estimated Ending Fund Balance	\$ 34,921	\$ -	\$ 201,260	\$ 236,180

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Pantego Economic Development Corporation
Project & Operating Fund Budget for Fiscal Year 2014/2015

	2011/2012 ACTUAL	2012/2013 ACTUAL	2013/2014 ADOPTED BUDGET	YTD ACTUAL JULY	2013/2014 YEAR END ESTIMATE	2014/2015 BUDGET
Estimated Beginning Fund Balance	\$ 683,224	\$ 418,698	\$ 413,681	\$ 413,681	\$ 413,681	\$ 94,006
REVENUES						
Sales Tax Revenue	242,249	360,438	285,000	136,916	285,000	318,104
Oil & Gas Revenues	1,475	1,032	750	911	750	750
Interest Revenue	818	493	500	127	500	500
Note Revenue	-	-	1,500	-	-	-
Other Revenue (Concessions)	3,250	-	-	-	-	-
TOTAL REVENUES	\$ 247,792	\$ 361,963	\$ 287,750	\$ 137,954	\$ 286,250	\$ 319,354
EXPENDITURES						
Professional Fees						
Auditing Fees	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -
Contract Services(Engineering & Legal)	3,780	998	2,750	1,610	2,750	2,500
EDC Consultant	36,000	36,000	36,000	24,000	36,000	36,000
Total Professional Fees	42,780	36,998	38,750	25,610	38,750	38,500
Marketing and Advertising						
Arlington Chamber of Commerce	-	-	-	-	-	10,000
Marketing and Advertising	6,368	18,464	25,000	11,231	25,000	15,000
Concession Supplies	456	-	-	-	-	-
Concession Labor	-	-	-	-	-	-
Total Marketing & Advertising	6,824	18,464	25,000	11,231	25,000	25,000
Activities						
Seasonal Decorations(Tree Lighting)	6,128	12,771	10,000	8,591	8,591	8,500
Total Activities	6,128	12,771	10,000	8,591	8,591	8,500
Maintenance						
Landscaping and Improvements	15,631	7,699	20,000	10,051	20,000	20,000
Pool and Pond Maintenance	76	-	-	-	-	-
Sprinkler System Maintenance	2,413	130	500	45	500	500
General Maintenance and Repair	16,611	9,211	12,000	5,134	12,000	12,000
Statue Maintenance Agreement	3,500	-	3,500	4,050	4,050	4,050
Total Maintenance	38,231	17,040	36,000	19,280	36,550	36,550
Other						
Training/Travel	3,632	737	3,500	1,119	3,500	3,500
Miscellaneous	813	1,067	1,000	971	1,000	1,000
Total Other	4,445	1,803	4,500	2,090	4,500	4,500
Projects / Commercial Revitalization Grants						
Traditional Martial Arts - GRANT	-	-	-	-	-	-
Cookie Machine - GRANT	19,117	-	-	-	-	-
It's All Good - GRANT	15,000	-	-	-	-	-
It's All Good - LOAN	16,000	-	-	-	-	-
4D-JKL Corp - GRANT	40,000	40,000	-	-	-	-
Dr. Jeckel's Beer Lab - GRANT	10,000	-	-	-	-	-
Dr. Jeckel's Beer Lab - LOAN	20,000	-	-	-	-	-
Cross Fitt and Faith - GRANT	-	2,500	-	-	-	-
Cross Fitt and Faith - LOAN	-	7,000	-	35,000	35,000	-
Boutique U - GRANT	-	-	-	1,000	1,000	-
Boutique U - LOAN	-	-	-	8,500	8,500	-
VIP Grooming - GRANT	-	-	-	3,000	3,000	-
VIP Grooming - LOAN	-	-	-	17,000	17,000	-
Mad Mike's Ice Cream - LOAN	-	-	-	15,000	15,000	-
Anything Goes - GRANT	-	-	-	6,882	6,882	-
Unidentified Projects / Incentives	-	-	150,000	-	63,618	130,000
Pantego Arch Lighting	-	-	-	-	-	20,000
ParkRow Redevelopment Project	169,622	55,010	5,000	9,937	9,937	-
Park Row Water/Sewer Engineering	-	46,855	-	-	-	-
Comprehensive Plan	46,440	-	-	1,491	1,491	-
ISO Rating Project	9,200	9,900	-	-	-	-
Park Painting Project	-	-	20,000	-	20,000	-
Total Projects/Loans/Grants	345,380	161,265	175,000	97,810	181,428	150,000
TOTAL EXPENDITURES	\$ 443,788	\$ 248,341	\$ 289,250	\$ 164,612	\$ 294,819	\$ 263,050

Pantego Economic Development Corporation
Construction/ Operating Fund Budget for Fiscal Year 2014/2015

(Continued)

	2011/2012 ACTUAL	2012/2013 ACTUAL	2013/2014 ADOPTED BUDGET	YTD ACTUAL JULY	2013/2014 YEAR END ESTIMATE	2014/2015 BUDGET
<u>OTHER SOURCES / (USES)</u>						
Transfer to Debt Service Fund (Reserves)	-	-	-	-	(197,003)	-
Transfer to General Fund (Admin Fees)	(100,376)	(108,140)	(96,607)	(96,607)	(96,603)	(49,637)
Transfer to General Fund (Park Maint)	-	-	-	-	-	(48,252)
Transfer to General Fund (CRB & Pantegofes)	(17,496)	(17,500)	(17,500)	(17,496)	(17,500)	(17,500)
Net Change in Fund Balance	(313,868)	(12,018)	(115,607)	(140,761)	(319,675)	(59,085)
Estimated Ending Fund Balance	\$ 369,356	\$ 406,680	\$ 298,074	\$ 272,920	\$ 94,006	\$ 34,921

Pantego Economic Development Corporation
Debt Service Fund Budget for Fiscal Year 2014-2015

	2011/2012 ACTUAL	2012/2013 ACTUAL	2013/2014 ADOPTED BUDGET	YDT ACTUAL JULY	2013/2014 YEAR END ESTIMATE	2014/2015 BUDGET
Estimated						
Beginning Fund Balance	\$ 10,553	\$ 13,341	\$ 12,262	\$ 12,262	\$ 12,262	\$ 201,260
REVENUES						
Sales Tax Revenue	\$ 192,497	\$ 182,906	\$ 190,000	\$ 190,000	\$ 190,000	\$ 201,260
TOTAL REVENUE	<u>\$ 192,497</u>	<u>\$ 182,906</u>	<u>\$ 190,000</u>	<u>\$ 190,000</u>	<u>\$ 190,000</u>	<u>\$ 201,260</u>
EXPENSES						
Principal Payment	\$ 110,000	\$ 110,000	\$ 130,000	\$ 130,000	\$ 130,000	\$ 140,000
Interest Payment	79,709	73,985	68,006	35,907	68,006	61,260
TOTAL EXPENDITURES	<u>\$ 189,709</u>	<u>\$ 183,985</u>	<u>\$ 198,006</u>	<u>\$ 165,907</u>	<u>\$ 198,006</u>	<u>\$ 201,260</u>
OTHER SOURCES / (USES)						
Transfer from Operating Fund (Reserves)	\$ -	\$ -	\$ -	\$ -	\$ 197,003	\$ -
Net Change in Fund Balance	<u>2,788</u>	<u>(1,079)</u>	<u>(8,006)</u>	<u>24,093</u>	<u>188,997</u>	<u>-</u>
Ending Fund Balance	<u>\$ 13,341</u>	<u>\$ 12,262</u>	<u>\$ 4,257</u>	<u>\$ 36,356</u>	<u>\$ 201,260</u>	<u>\$ 201,260</u>

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PANTEGO ECONOMIC DEVELOPMENT CORPORATION PRINCIPAL AND INTEREST REQUIREMENTS SALES TAX REVENUE REFUNDING BONDS, SERIES 2010 As of September 30, 2014

DUE YEAR ENDING SEPTEMBER 30	AUGUST 15TH INTEREST	FEBRUARY 15TH		TOTAL REQUIREMENT
		PRINCIPAL	INTEREST	
2015	\$ 28,629	\$ 140,000	\$ 32,631	\$ 201,260
2016	25,298	140,000	29,103	194,401
2017	21,565	145,000	25,576	192,141
2018	17,599	160,000	21,922	199,521
2019	13,509	165,000	17,890	196,399
2020	9,222	175,000	13,733	197,955
2021	-	180,000	9,323	189,323
2022	-	190,000	9,497	199,497
	<u>\$ 115,821</u>		<u>\$ 159,676</u>	<u>\$ 1,570,497</u>

BONDS OUSTANDING
SEPTEMBER 30, 2014

\$ 1,295,000

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AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on the Ordinance Adopting the Annual Budget for the Town of Pantego, Texas, For the Fiscal Year of October 1, 2014 Through September 30, 2015; and Declaring an Effective Date.

DATE: September 22, 2014

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

BACKGROUND:

This is the re-consideration and vote for the adoption of the Fiscal Year 2014/2015 Annual Operating Budget. The Town conducted public hearings on August 25, 2014 and September 2, 2014 for public comment on the proposed budget. The Town Council and Town Staff held work sessions to discuss the budget and various changes were made to the proposed budget during those sessions.

FISCAL IMPACT

The Budget ordinance will appropriate the funds which are authorized by the Town Council to be spent during the 2014/2015 fiscal year.

RECOMMENDATION:

Staff recommends the following motion:

Approval for the first and final reading of the ordinance adopting the annual budget for the Town of Pantego, Texas for the fiscal period of October 1, 2013 through September 30, 2014.

ATTACHMENTS:

Ordinance

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

ORDINANCE NO. 14-748

AN ORDINANCE OF THE TOWN OF PANTEGO, TEXAS, ADOPTING THE BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015 AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Pantego, Texas, has voted that this municipality shall have a fiscal year from October 1 through September 30 each year and that it shall conform to the provisions of the Texas Local Government Code title 4 Chapter 102; and

WHEREAS, the Town of Pantego, Texas, has followed the procedures established by the Texas Local Government Code, including the publishing and posting of required notices and the holding of required public hearings; and

WHEREAS, The Town of Pantego, Texas held the first public hearing on August 25, 2014 during a regularly scheduled Town Council Meeting at 7:30 p.m. and the second public hearing on September 2, 2014 during a special budget work session at 6:30 p.m. both held in the Town Council Chambers located at Town Hall 1614 S. Bowen

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

Section 1: the budget for the fiscal year October 1, 2014 through September 30, 2015 be adopted as presented.

Section 2: The Town Council shall review the condition of the budget on a periodic basis.

Section 3: That no single appropriation (where applicable) shall be overspent without prior approval of the Town Council.

Section 4: That no interfund transfers, except those authorized by the budget shall be made without prior approval of the Town Council.

Section 5: That the City Manager is hereby authorized to transfer budgeted funds from one line item to another line item within any one department or within any one activity provided that the total appropriation is not exceeded. Such line item transfer authorizations are to be reported to the Council and attached to the approved and adopted budget.

Section 6: Town Council approves a total staff of 44 full-time and 2 part-time employees.

Section 7: There is hereby appropriated for the following:

General Fund	\$4,034,978
General Obligations Interest And Sinking Fund	\$ 87,475
Capital Projects Fund	\$ 299,078
Street Improvement Construction Fund	\$ 446,000
Shamburger Estate Fund	\$ 1,200

Cartwright Estate Fund	\$ 3,500
Court Security Fund	\$ 2,773
Court Technology Fund	\$ 13,175
Pantego Fest Fund	\$ 0
Park Row Development Fund	\$1,767,000
Water And Sewer Operating Fund	\$ 697,453
Water And Sewer Construction Fund	\$ 368,800
Water And Sewer Infrastructure Fund	\$ 229,000

There are the following interfund transfers:

FROM	TO	AMOUNT
Water and Sewer Operating Fund	General Fund	\$ 318,260
Pantego Economic Development Corp.	General Fund	\$ 115,389
Street Maintenance Fund	General Fund	\$ 83,075
Court Security Fund	General Fund	\$ 20,000
Water and Sewer Operating Fund	W/S Construction Fund	\$ 243,366
General Fund	Pantego Fest Fund	\$ 0
Water Infrastructure Fund	Park Row Proj. Fund	\$ 100,000
General Fund	Capital Proj. Fund	\$ 225,208

Section 8: An official copy of the approved budget is duly filed with the City Secretary.

Section 9: Upon its final passage this ordinance will become effective on October 1, 2014.

PASSED AND APPROVED THIS THE 22nd DAY OF SEPTEMBER 2014 BY A VOTE OF _____ AYES, _____ NAYS, AND _____ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

Jim Jeffrey, City Attorney



AGENDA BACKGROUND

AGENDA ITEM:

Discuss, direct, and consider action on an Ordinance Amending the Code of Ordinances, Town of Pantego, Texas, Chapter 4 – Business Regulations, Article 4.03 – Vendors & Solicitors, Section 4.03.002 Definitions, and Section 4.03.060 Soliciting in Roadway or Public Right of Way, By Adding, Revising, and Deleting Provisions, Containing a Savings Clause; Repealing all Ordinances in Conflict Herewith; and Declaring an Effective Date.

Date: September 22, 2014

PRESENTER: Thomas Griffith, Chief of Public Safety

BACKGROUND:

On March 11, 2013 this ordinance was discussed by Council and during discussion, staff received input from Council on how to proceed with finalizing a draft. Staff included those recommendations from Council as well as language recommended by the Town Attorney. In October 2013 the Town Attorney requested that we delay revision of the ordinance until he was able to obtain the outcome of litigation regarding a solicitation ordinance in another municipality. In June 2014, Council approved the ordinance as presented with the recommended changes from the Attorney.

Due to recent activity from citizen groups, who have received notoriety from protesting in the public right-of-ways, our attorney expressed concerns that Section 4.03.060, Soliciting in Roadway or Public Right of Way, might be challenged as unconstitutional. As a result both the Attorney and Chief of Public Safety have consulted to develop a change to that section of the ordinance that addresses solicitation in the public right-of-way by focusing on the public safety aspect rather than complete prohibition.

The attached ordinance amendments are ready for Council approval. Both the Town Attorney and the Chief of Public Safety are in agreement on the proposed amendments. The affected changes are to Section 4.03.002, Definitions, and Section 4.03.060, Soliciting in Roadway or Public Right of Way.

FISCAL IMPACT:

None

RECOMMENDATION:

Staff recommends approval of the proposed ordinance 14-749 as written.

ATTACHMENTS:

14-749 Solicitor Ordinance Revised
Penal Code 42.03, Obstructing Highway or Other Passageway

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

ORDINANCE NO. 14-749

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF PANTEGO, TEXAS CHAPTER 4 – BUSINESS REGULATIONS, ARTICLE 4.03 – VENDORS & SOLICITORS, SECTION 4.03.002 DEFINITIONS, AND SECTION 4.03.060 SOLICITING IN ROADWAY OR PUBLIC RIGHT OF WAY, BY ADDING, REVISING AND DELETING PROVISIONS, CONTAINING A SAVINGS CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EFFECTIVE DATE.

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

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

WHEREAS, the Director of Public Safety has reported to the Town Council that solicitors have recently become a matter of great concern, in particular in or near roadways and rights of way. Police Officers and citizens have seen and reported and made complaints about solicitors entering roadways and rights of way to carry out solicitation, and such actions have created dangers to the solicitors and to the public users of roadways and rights of way, and have led to potentially dangerous obstruction or distractions to the motoring public. Reports in the media have indicated that in the larger community outside Pantego, including the City of Arlington, similar problems have taken place.

WHEREAS, reports have been received about recent court decisions which recognize the right or duty of a public entity to protect the safety of the public including vendors, solicitors and handbill distributors and users of public highways, streets, sidewalks and other places used by the public, while balancing the rights of persons engaged in soliciting, vending or handbill distributing.

WHEREAS, the Council has determined that revisions and updating of the Town Code provisions addressing solicitation is warranted, and that the revisions set forth herein are a reasonable exercise of the Town's police powers, balancing of the rights of solicitors, the rights of residents of the Town and the interests of the Town in protecting and promoting public safety.

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

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

SECTION 1.

Code of Ordinances, Town of Pantego, Texas, Chapter 4 – Business Regulations, Article 4.03 – Vendors & Solicitors, , Division 1- Generally, Section 4.03.002 – Definitions, to add the following definition:

Obstruct means to render impassable or to render passage unreasonably inconvenient or hazardous by any means, including but not limited to creating or maintaining any form of physical obstruction or by engaging in conduct that is unduly distracting to users of a highway, street or sidewalk in or near vehicles that are moving or attempting to be moved or preparing to be moved.

SECTION 2.

Code of Ordinances, Town of Pantego, Texas, Chapter 4 – Business Regulations, Article 4.03 – Vendors & Solicitors, Division 4 – Soliciting or Distributing in rights of way or streets, Sections 4.03.060 - Soliciting in roadway or public right-of-way said Section shall now provide as follows:

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

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

- (a) No person engaging in soliciting or engaging in handbill distributing may do so in a way that obstructs a highway, street, sidewalk, railway, waterway, elevator, aisle, hallway, entrance, or exit to which the public or a substantial group of the public has access, or any other place used for the passage of persons, vehicles, or conveyances, regardless of the means of creating the obstruction and whether the obstruction arises from his acts alone or from his acts and the acts of others.

- (b) No person engaging in soliciting or engaging in handbill distributing may disobey a reasonable request or order to move issued by a person the actor knows to be or is informed is a peace officer, a fireman, or a person with authority to control the use of the premises:
 - (1) to prevent obstruction of a highway or any of those areas mentioned in subsection (a); or

 - (2) to maintain public safety by dispersing those gathered in dangerous proximity to a fire, riot, or other hazard.

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

**SECTION 3.
PROVISIONS CUMULATIVE**

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

**SECTION 4.
PROVISIONS SEVERABLE**

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

**SECTION 5.
SAVINGS CLAUSE**

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

**SECTION 6.
EFFECTIVE DATE**

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

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

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

Jim Jeffrey, City Attorney

Penal code § 42.03. Obstructing Highway or Other Passageway

(a) A person commits an offense if, without legal privilege or authority, he intentionally, knowingly, or recklessly:

(1) obstructs a highway, street, sidewalk, railway, waterway, elevator, aisle, hallway, entrance, or exit to which the public or a substantial group of the public has access, or any other place used for the passage of persons, vehicles, or conveyances, regardless of the means of creating the obstruction and whether the obstruction arises from his acts alone or from his acts and the acts of others; or

(2) disobeys a reasonable request or order to move issued by a person the actor knows to be or is informed is a peace officer, a fireman, or a person with authority to control the use of the premises:

(A) to prevent obstruction of a highway or any of those areas mentioned in Subdivision (1); or

(B) to maintain public safety by dispersing those gathered in dangerous proximity to a fire, riot, or other hazard.

(b) For purposes of this section, “obstruct” means to render impassable or to render passage unreasonably inconvenient or hazardous.

(c) An offense under this section is a Class B misdemeanor.

CREDIT(S)

Acts 1973, 63rd Leg., p. 883, ch. 399, § 1, eff. Jan. 1, 1974. Amended by Acts 1993, 73rd Leg., ch. 900, § 1.01, eff. Sept. 1, 1994.



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on a request for an adjustment from the utility customer at 2704 W. Park Row.

Date: September 18, 2014

PRESENTER:

Scott Williams, Director of Public Works

BACKGROUND:

On September 8, 2014 during the "Citizen's Open Forum" portion of the Town's Council Meeting, Kenya Sanchez, the owner/operator of Vive by Design, requested that Council consider creating a payment plan and/or reduce the charges for a large August 2014 water bill. She also informed Council that she had a plumber come out and he did not find a leak, he also told her that the water meter was not working correctly. Staff has prepared documents as directed by Council, so Council can make an informed determination.

FISCAL IMPACT:

As determined by Council

RECOMMENDATION:

Staff recommends allowing for a payment plan and waiving late fees during the payment plan.

ATTACHMENTS:

Memo
Plumbers Invoice
Billing history for (4) months.
Water meter data

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



PUBLIC WORKS MEMO

Date: September 18, 2014
To: Matthew Fielder, City Manager
From: Scott Williams, Public Works Director
Subject: Water Bill Adjustment

On September 8, 2014 during the "Citizen's Open Forum" portion of the Town's Council Meeting, Kennya Sanchez the owner/operator of Vive by Design requested that Council consider creating a payment plan and/or reduce the charges for a large August 2014 water bill. She also informed Council that she had a plumber come out and he did not find a leak, he also told her that the water meter was not working correctly.

As directed by Council, staff has researched the history from the current and previous water bills and tested the old meter against a new meter for reading accuracy. The following bullet points will support staff's findings.

- Customers meter at 2704 W. Park Row was initially read on 8/1/14 and re-read 8/11/14 and 8/13/14. No errors were found with the recorded reading on either occasion. The readings were correct; 212,000 gallons were registered between 7/2/14 and 8/1/14.
- The meter was changed out and a new meter installed at the customer's request on 8/29/14. The readings indicated 87,000 gallons registered between 8/1/14 and 9/1/14 a lesser amount then the previous month (-125,000) and prior to the meter being changed out.
- Staff performed a test on the customer's original meter (after it was replaced) and a new meter from stock. The meters were connected to a water supply and water was run through them for 30 seconds. The old meter registered (4.2) gallons over 30 seconds and the new meter registered (4.5) gallons over 30 seconds. The water levels were marked in a fill bucket and both meters filled to an identical point. This test would indicate the customers original meter is reading less water than is actually passing through it.



1000 Warner Wamell Road - Arlington, TX 76001
(817) 572-9400

Name	Cust. #	Date
<i>Kenneth Sorensen</i>		<i>8-29-11</i>
Street Address	City	State Zip
<i>2704 Park Row Ln</i>	<i>Plano</i>	<i>TX 75075</i>
Home Phone #	Work Phone #	E-mail
<i>469-911-9871</i>		

I hereby authorize you to proceed with the diagnosis for a minimum charge of \$ _____ X _____

StraightForward Pricing®

(Diamond Club discount does not apply to items in bold type)

	Repair Fee	Diamond Club
4" cleanout, ejector assembly, T/S 2nd floor drain, 1.25-2.00" high pressure regulator, locate (OUT), whole house cable	\$1140	\$855
Quantity _____	x\$ ea: _____	= _____
	\$697	\$523
Quantity _____	x\$ ea: _____	= _____
Quantity _____	x\$ ea: _____	= _____
Quantity _____	x\$ ea: _____	= _____

Diagnosis: *meter is not working right - dump! - need to have city come set water out*

Recommendation: _____

I hereby authorize you to proceed with the above work at the StraightForward Price of \$ _____ X _____

Paid via: Cash, Check (# _____) Credit Card _____
 MC, Visa, AE CC# _____ Exp. _____

Service Fee = *39.9*
Total due today \$ *39.9*

Work performed to my satisfaction *[Signature]*

Scheduled Arrival Time _____ Actual Arrival Time _____

Thank You

**PLEASE RETURN THIS
PORTION
WITH YOUR PAYMENT**

Make Payable to:
Pantego Water Utilities
1614 S. Bowen Rd
Pantego, TX 76013

Amount Due: \$983.78

Due Date: 09/15/2014

If Paid After: 09/15/2014 \$1,081.07

Account Number 05-01825-00

FAILURE TO RECEIVE YOUR BILL DOES NOT WAIVE PENALTIES



VIVE BY DESIGN
2704 W PARK ROW
PANTEGO TX 76013

KEEP THIS PORTION FOR YOUR RECORDS

Amount Due: \$983.78

Due Date: 09/15/2014

Account Number: 05-01825-00
Service Period: 07/02/14 TO 08/01/14

Billing Description

2704 W PARK ROW

PAYMENT RECEIVED 08/13/14 264.55-
THANK YOU

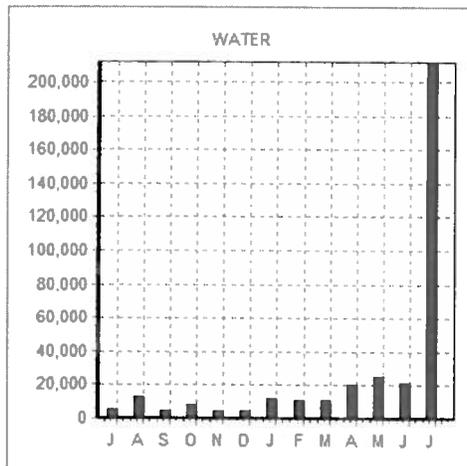
Water Meter Reading

Usage In Thousands of Gallons

Previous	Present	Water Consumption	Sewer Flow Billing	Meter Number
261	473	212000	212000	9936447

CURRENT BILLING

WATER	434.72
BASE CHARGE	8.89
SEWER	387.59
WS INFRA FEE	32.00



CURRENT CHARGES	\$863.20
PAST DUE CHARGES	\$120.58
TOTAL DUE	\$983.78

Pantego Water Utilities
1614 S. Bowen Rd
Pantego, TX 76013
817-274-1381

**PLEASE RETURN THIS
PORTION
WITH YOUR PAYMENT**

Make Payable to:
Pantego Water Utilities
1614 S. Bowen Rd
Pantego, TX 76013

Amount Due: \$374.17

Due Date: 08/15/2014

If Paid After: 08/15/2014 \$408.23

Account Number 05-01825-00

FAILURE TO RECEIVE YOUR BILL DOES NOT WAIVE PENALTIES



VIVE BY DESIGN
2704 W PARK ROW
PANTEGO TX 76013

KEEP THIS PORTION FOR YOUR RECORDS

Amount Due: \$374.17

Due Date: 08/15/2014

Billing Description

2704 W PARK ROW

Account Number: 05-01825-00
Service Period: 06/02/14 TO 07/02/14

PAYMENT RECEIVED 08/13/14 264.55-
THANK YOU

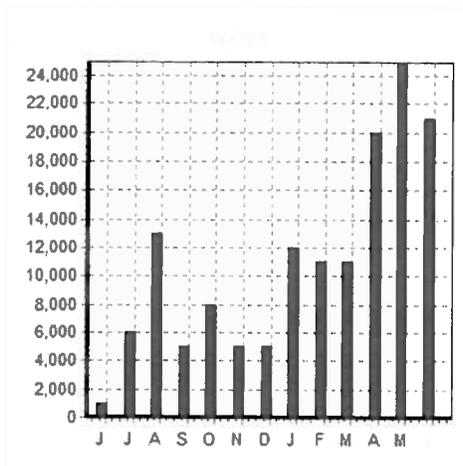
Water Meter Reading

CURRENT BILLING

Usage In Thousands of Gallons

Previous	Present	Water Consumption	Sewer Flow Billing	Meter Number
240	261	21000	21000	9936447

WATER	37.44
BASE CHARGE	8.89
SEWER	43.79
WS INFRA FEE	19.50



CURRENT CHARGES	\$109.62
PAST DUE CHARGES	\$264.55
TOTAL DUE	\$374.17

Pantego Water Utilities
1614 S. Bowen Rd
Pantego, TX 76013
817-274-1381

PLEASE RETURN THIS
PORTION
WITH YOUR PAYMENT

Make Payable to:
Pantego Water Utilities
1614 S. Bowen Rd
Pantego, TX 76013

Amount Due: \$ 241.46

Due Date: 07/15/2014

If Paid After: 07/15/2014 \$ 264.55

Account Number 05-01825-00

FAILURE TO RECEIVE YOUR BILL DOES NOT WAIVE PENALTIES



VIVE BY DESIGN
2704 W PARK ROW
PANTEGO TX 76013

KEEP THIS PORTION FOR YOUR RECORDS

Amount Due: \$ 241.46

Due Date: 07/15/2014

Account Number: 05-01825-00
Service Period: 05/03/14 TO 06/02/14

Billing Description

2704 W PARK ROW

PAYMENT RECEIVED 08/13/14 264.55-
THANK YOU

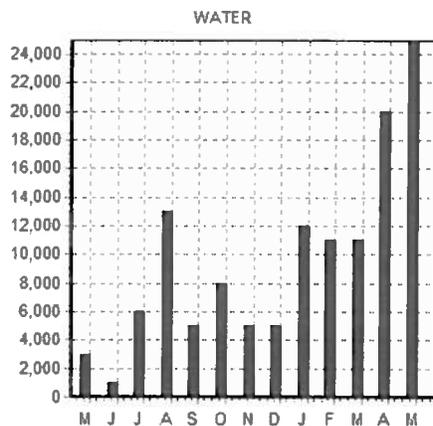
Water Meter Reading

CURRENT BILLING

Usage In Thousands of Gallons

Previous	Present	Water Consumption	Sewer Flow Billing	Meter Number
215	240	25000	25000	9936447

WATER	45.76
BASE CHARGE	8.89
SEWER	50.99
WS INFRA FEE	19.50



CURRENT CHARGES	\$ 125.14
PAST DUE CHARGES	\$ 116.32
TOTAL DUE	\$ 241.46

Pantego Water Utilities
1614 S. Bowen Rd
Pantego, TX 76013
817-274-1381

**PLEASE RETURN THIS
PORTION
WITH YOUR PAYMENT**

Make Payable to:
Pantego Water Utilities
1614 S. Bowen Rd
Pantego, TX 76013

Amount Due: \$105.74

Due Date: 06/15/2014

If Paid After: 06/15/2014 \$116.32

Account Number 05-01825-00

FAILURE TO RECEIVE YOUR BILL DOES NOT WAIVE PENALTIES



VIVE BY DESIGN
2704 W PARK ROW
PANTEGO TX 76013

KEEP THIS PORTION FOR YOUR RECORDS

Amount Due: \$105.74

Due Date: 06/15/2014

Account Number: 05-01825-00
Service Period: 04/03/14 TO 05/03/14

Billing Description

2704 W PARK ROW

PAYMENT RECEIVED 05/16/14 77.90-
THANK YOU

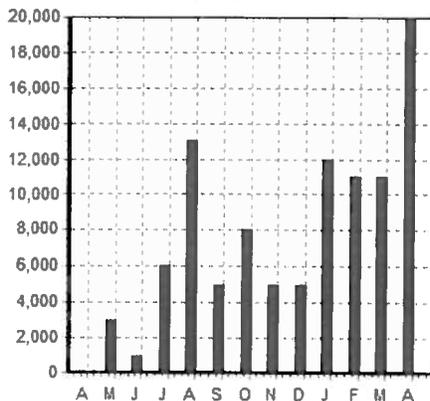
Water Meter Reading

CURRENT BILLING

Usage In Thousands of Gallons

Previous	Present	Water Consumption	Sewer Flow Billing	Meter Number
195	215	20000	20000	9936447

WATER	35.36
BASE CHARGE	8.89
SEWER	41.99
WS INFRA FEE	19.50



CURRENT CHARGES	\$105.74
PAST DUE CHARGES	\$0.00
TOTAL DUE	\$105.74

Pantego Water Utilities
1614 S. Bowen Rd
Pantego, TX 76013
817-274-1381

Assembled in USA
from Israel, US and
foreign components

BL 5/8X3/4 USG BD LF/BR PL

10

High 100.9
Enter 99.7
Low 101.9

4 206
7/25/2013

SN - 8660710



Wikipedia

Last modified on 9 May 2014 at 04:03

Displacement Water Meters

This type of water meter is most often used in residential and small commercial applications.

Displacement meters are commonly referred to as **Positive Displacement**, or "PD" meters. Two common types are oscillating piston meters and **nutating** disk meters. Either method relies on the water to physically displace the moving measuring element in direct proportion to the amount of water that passes through the meter. The piston or disk moves a magnet that drives the register.

PD meters are generally very accurate at the low-to-moderate flow rates typical of residential and small commercial users, and commonly range in size from 5/8" to 2". Because displacement meters require that all water flows through the meter to "push" the measuring element, they generally are not practical in large commercial applications requiring high flow rates or low pressure loss. PD meters normally have a built-in strainer to protect the measuring element from rocks or other debris that could stop or break the measuring element. PD meters normally have bronze, brass or plastic bodies with internal measuring chambers made of molded plastics and stainless steel