



Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

November 10, 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
 - Personnel Vacancies
 - CMA Update on Park Row
 - IT Upgrades
 - Fire Department SCBA update
 - Financial Transparency
2. Monthly Staff Reports
 - Finance: Monthly Investment, Interest Distribution, Fund Investment, General Fund Variance Analysis, General Fund Summarized Expenditure Variance Analysis, Water and Sewer Variance Analysis.
 - Public Safety: Public Safety Monthly Activity Report, Officer Activity Report, Criminal Investigation Report, Crime Statistics, Fire Department Monthly Activity Summary, Letters of Appreciation.
 - Public Works Department: Director's Update, Water Billing Reports
 - Community Development: Certificate of Occupancies, Building Permits, Inspections, Construction Values, Contractor Registrations.
 - Municipal Court: Citations Issued, Warrants Issued, Monies Received.
 - Utilities: Water and Sewer Billing Analysis, Garbage and Recycle Billing Analysis.
3. Approval of Bills Payable and Purchase Orders in excess of \$1,000.
A summary of invoices, purchase orders, and applicable copies are included in the agenda packet.
4. Approval and Acceptance of Minutes
 - Approval of Town Council Minutes:
 - Town Council minutes from October 27, 2014
 - Town Council minutes from October 28, 2014
 - Acceptance of Minutes of Boards and Commissions:
 - P & Z minutes from August 4, 2014

REGULAR SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

INVOCATION BY: Mayor Pro-Tem Brewster

PLEDGE OF ALLEGIANCE

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

PROCLAMATION

- Childhood Cancer Awareness Week Proclamation

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.

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

5. Discuss, direct, and consider action on a recommendation of the Planning and Zoning Commission regarding Zoning Case Z-204, a proposed plat as requested by Ann Farrell, for the properties at 1704 and 1706 Nora Drive, Tracts 8A01 and 8A01A of the Nathan Smith Survey, into a single residential lot, Lot 1 of the Farrell Addition, Pantego, Tarrant County, Texas. The property is generally located on the west side of Nora Drive between Peachtree Lane and Rogers Court.
6. Discuss, direct, and consider action on the cancellation of the December 22, 2014 Town Council meeting.
7. Discuss, direct, and consider action on the Republic Waste Services Invoice for clean up after the October 2, 2014 storm.
8. Discuss, direct, and consider action on an update from Alan Plummer Associates regarding the Lane Well.

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

SCHEDULED EXECUTIVE SESSION ITEMS

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

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 on the following date and time: Friday, November 7, 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 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: November 10, 2014

Personnel Vacancies

Personnel vacancies remain in Public Safety for a dispatcher and police officer. The Public Works Department has extended an offer to candidate for their open position.

CMA Update on Park Row

CMA was unable to present their final plans and cost for the sidewalk portion of the Park Row Project, due to the Dunaway Engineers not yet having final electrical plans and costs.

IT Upgrades

The Access Enforcer spam/virus filter has been replaced by the McAfee spam/virus filter. The only remaining task is to implement the web filtering service.

Fire Department SCBA Update

The Fire Department has been notified that it will not receive a grant for the Self-Contained Breathing Apparatuses (SCBA). Staff will review existing funding priorities and bring back options for Council to consider in order to address the failure to obtain the grant.

Financial Transparency

The Finance Department has been working toward certification by the Comptroller's Office for financial transparency. This will be completed in the next few weeks with past year's financial statements and check registers posted to the Town's website.



AGENDA BACKGROUND

AGENDA ITEM: Monthly Staff Reports

Date: November 10, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Staff reports on departmental activities on a monthly basis.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the reports as presented.

ATTACHMENTS:

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

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



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

Book Value of Pool Account, October 1, 2014 \$ 5,681,677

Security	Purchase Date	Par	Maturity Date	Yield	Price
Texpool	10/1/2014	\$ 4,774,368	10/31/2014	0.03%	\$ 1.00
Certificate of Deposits	2/28/2014	\$ 900,000	2/27/2015	0.23%	\$ 900,000

Security	Beginning Book Value	Beginning Market Value	Net Change in Market Value	Ending Book Value	Ending Market Value
Texpool	\$ 4,774,368	\$ 4,774,654	\$ (295,786)	\$ 4,478,600	\$ 4,478,868
Certificate of Deposits	907,309	907,309	0.00	907,309	907,309
Total	\$ 5,681,677	\$ 5,681,963	\$ (295,786)	\$ 5,385,909	\$ 5,386,177

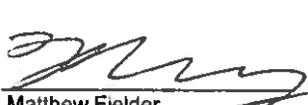
**Pantego Economic Development Corp.
Monthly Investment Report
As of October 31, 2014**

Book Value of Pool Account, October 1, 2014 \$ 355,230

Security	Purchase Date	Par	Maturity Date	Yield	Price
Texpool	10/1/2014	\$ 355,230	10/31/2014	0.03%	\$ 1.00

Security	Beginning Book Value	Beginning Market Value	Net Change in Market Value	Ending Book Value	Ending Market Value
Texpool	\$ 355,230	\$ 355,251	\$ 45,884	\$ 401,111	\$ 401,135
Total	\$ 355,230	\$ 355,251	\$ 45,884	\$ 401,111	\$ 401,135

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


Matthew Fielder
City Manager


Ariel Carmona
Finance Director

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

FUND ACCT. NO.	ACCOUNT NAME	CASH	CO'S	DISC NOTES	TEXPOOL	FUND TOTAL
<u>GENERAL FUND</u>						
100-0-000-102.00	CASH	255,077.05				
100-0-000-102.10	PETTY CASH	500.00				
100-0-000-102.20	CHANGE FUND - COURT	300.00				
100-0-000-102.30	CHANGE FUND - CITY HALL	105.00				
100-0-000-202.00	CERT OP DEPOSIT		252,755.95			
100-0-000-203.00	DISC NOTE #1			0.00		
100-0-000-204.00	TEXPOOL				1,253,776.68	
<u>TOTAL 100-GENERAL FUND</u>		<u>255,982.05</u>	<u>252,755.95</u>	<u>0.00</u>	<u>1,253,776.68</u>	<u>1,762,514.68</u>
<u>LONG TERM DEBT FUND</u>						
<u>TOTAL 150-LONG TERM DEBT FUND</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>FIXED ASSETS FUND</u>						
<u>TOTAL 175-FIXED ASSETS FUND</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>WATER AND SEWER FUND</u>						
200-0-000-102.00	CASH	125,615.15				
200-0-000-102.10	PETTY CASH	0.00				
200-0-000-202.00	CERTIFICATE OF DEPOSIT		251,751.37			
200-0-000-203.00	DISCOUNT NOTE #1			0.00		
200-0-000-204.00	TEXPOOL				633,296.68	
<u>TOTAL 200-WATER AND SEWER FUND</u>		<u>125,615.15</u>	<u>251,751.37</u>	<u>0.00</u>	<u>633,296.68</u>	<u>1,010,663.20</u>
<u>CAPITAL PROJECTS FUND</u>						
300-0-000-102.00	CASH	0.00				
300-0-000-202.00	CERT OP DEPOSITS		0.00			
300-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
300-0-000-204.00	TEXPOOL				0.00	
<u>TOTAL 300-CAPITAL PROJECTS FUND</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>INTEREST & SINKING FUND</u>						
400-0-000-102.00	CASH	0.00				
400-0-000-202.00	CERT OP DEPOSITS		100,700.51			
400-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
400-0-000-204.00	TEXPOOL				139,433.37	
<u>TOTAL 400-INTEREST & SINKING FUND</u>		<u>0.00</u>	<u>100,700.51</u>	<u>0.00</u>	<u>139,433.37</u>	<u>240,133.88</u>
<u>STREET IMPVMT CONST FUND</u>						
500-0-000-102.00	CASH	0.00				
500-0-000-202.00	CERT OP DEPOSITS		251,751.37			
500-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
500-0-000-204.00	TEXPOOL				391,800.51	
<u>TOTAL 500-STREET IMPVMT CONST FUND</u>		<u>0.00</u>	<u>251,751.37</u>	<u>0.00</u>	<u>391,800.51</u>	<u>643,551.88</u>

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

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
<u>PARK ROW PROJ FUND</u>						
550-0-000-204.00	TEXTPOOL				1,407,000.00	
TOTAL 550-PARK ROW PROJ FUND		0.00	0.00	0.00	1,407,000.00	1,407,000.00
<u>TRUST & AGENCY FUND</u>						
650-0-000-102.00	CASH	72,173.95				
650-0-000-202.00	CERT OP DEPOSITS		0.00			
650-0-000-203.00	PHML MTG DISC NOTE #1			0.00		
650-0-000-204.00	TEXPOOL				63,434.12	
TOTAL 650-TRUST & AGENCY FUND		72,173.95	0.00	0.00	63,434.12	135,608.07
<u>WATER/SEWER CONSTRUCTION</u>						
700-D-000-102.00	CASH	0.00				
700-0-000-202.00	CERT OP DEPOSITS		0.00			
700-0-000-203.00	PHML MTG DISC NOTE #1			0.00		
700-0-000-204.00	TEXPOOL				102,497.42	
TOTAL 700-WATER/SEWER CONSTRUCTION		0.00	0.00	0.00	102,497.42	102,497.42
<u>INFRASTRUCTURE IMPVMT</u>						
750-0-000-102.00	CASH	0.00				
750-0-000-202.00	CERT OP DEPOSITS		0.00			
750-0-000-203.00	PHML MTG DISC NOTE #1			0.00		
750-0-000-204.00	TEXPOOL				344,425.94	
TOTAL 750-W/S INFRASTRUCTURE FUND		0.00	0.00	0.00	344,425.94	344,425.94
<u>PAYROLL IMPREST FUND</u>						
777-0-000-102.00	CASH	3,975.48				
TOTAL 777-PAYROLL IMPREST FUND		3,975.48	0.00	0.00	0.00	3,975.48
<u>COURT SECURITY FUND</u>						
800-0-000-102.00	CASH	0.00				
800-0-000-202.00	CERT OP DEPOSITS		0.00			
800-0-000-203.00	PHML MTG DISC NOTE #1			0.00		
800-0-000-204.00	TEXPOOL				37,142.21	
TOTAL 800-COURT SECURITY FUND		0.00	0.00	0.00	37,142.21	37,142.21
<u>COURT TECHNOLOGY FUND</u>						
825-0-000-102.00	CASH	0.00				
825-0-000-202.00	CERT OP DEPOSITS		0.00			
825-0-000-203.00	PHML MTG DISC NOTE #1			0.00		
825-0-000-204.00	TEXPOOL				50,523.79	
TOTAL 825-COURT TECHNOLOGY FUND		0.00	0.00	0.00	50,523.79	50,523.79
<u>PANTEGOPEST</u>						
850-0-000-102.00	CASH	29,755.99				
850-0-000-102.20	CHANGE FUND	0.00				
850-0-000-204.00	TEXPOOL				0.00	
TOTAL 850-PANTEGOPEST		29,755.99	0.00	0.00	0.00	29,755.99

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

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
<u>SHAMBURGER MEMORIAL FUND</u>						
875-0-000-102.00	CASH	0.00				
875-0-000-202.00	CERT OP DEPOSITS		50,350.24			
875-0-000-203.00	FMHL MTG DISC NOTE #1			0.00		
875-0-000-204.00	TEXPOOL				32,299.49	
<u>TOTAL 875-SHAMBURGER</u>		<u>0.00</u>	<u>50,350.24</u>	<u>0.00</u>	<u>32,299.49</u>	<u>82,649.73</u>
<u>CARTWRIGHT LIBRARY FUND</u>						
880-0-000-102.00	CASH	0.00				
880-0-000-202.00	CERT DP DEPOSITS		0.00			
880-0-000-203.00	FMHL MTG DISC NOTE #1			0.00		
880-0-000-204.00	TEXPOOL				20,869.54	
<u>TOTAL 880-CARTWRIGHT LIBRARY FUND</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>20,869.54</u>	<u>20,869.54</u>
<u>PEDC INTEREST & SINKING</u>						
901-0-000-102.00	CASH	0.00				
901-0-000-206.10	TEXPOOL				201,259.60	
<u>TOTAL 901-PEDC INTEREST & SINKING</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>201,259.60</u>	<u>201,259.60</u>
<u>PEDC BOND RESERVE FUND</u>						
<u>TOTAL 902-PEDC BOND RESERVE FUND</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>PEDC OPERATING FUND</u>						
903-0-000-102.00	CASH	1,334.78				
903-0-000-102.10	PETTY CASH	0.00				
903-0-000-206.10	TEXPOOL				201,951.10	
<u>TOTAL 903-PEDC OPERATING FUND</u>		<u>1,334.78</u>	<u>0.00</u>	<u>0.00</u>	<u>201,951.10</u>	<u>203,285.88</u>
<u>PEDC ADMIN EXPENDITURE</u>						
<u>TOTAL 904-DORMANT</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>PEDC REDEMPTION FUND</u>						
<u>TOTAL 905-DORMANT</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>PEDC SALES TAX REVENUE</u>						
906-0-000-102.00	CASH	0.00				
906-0-000-206.10	TEXPOOL				(0.02)	
<u>TOTAL 906-PEDC SALES TAX REVENUE</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(0.02)</u>	<u>0.02</u>
<u>ACCOUNTS PAYABLE IMPREST</u>						
<u>TOTAL 999-DORMANT</u>		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<hr/>						
<u>ALL FUNDS TOTAL</u>		<u>488,837.40</u>	<u>907,309.44</u>	<u>0.00</u>	<u>4,879,710.43</u>	<u>6,275,857.27</u>
<u>TOTAL CASH AND INVESTMENTS</u>		<u>488,837.40</u>			<u>5,787,019.87</u>	

*** END OF REPORT ***



Interest Distribution

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

Interest Distribution Report

Interest Distribution Report

Generated: 11/04/2014
Settlement Date: 10/31/2014

Location : 79038
Location Name : TOWN OF PANTEGO

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

Pool Number/Name	Account Number	Account Name	Interest Amount	Month End Balance
449/	7903800001	GENERAL FUND	\$104.54	\$4,478,599.75
449/	7903800002	PANTEGO ECONOMIC DEVELOPMENT CORP	\$8.68	\$401,110.68
TexPool Totals:			\$113.22	\$4,879,710.43
Locations Totals			\$113.22	\$4,879,710.43

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



Welcome to TexConnect

Deposit	Withdrawal	Transfer	Multi Transaction	Vendor Payment	Maintenance
Reports	Report Scheduler	Report Access	Statements	Inquiry	Change Location
			Help / Contact Us	Update Profile	Logout

Pool Information

Location: 79038
TOWN OF PANTEGO

TexPool

Average monthly rate for October	0.0268%
Average monthly allocation factor for October	0.000000733
Information as of	November 3, 2014
Current Interest Rate ⁽³⁾	0.0293%
Allocation Factor	0.000000802
7 day Net Yield	0.03%
Current Pool Balance	\$12,594,950,488.52
Current Weighted Average Maturity ⁽¹⁾	49 days
Current Weighted Average Maturity ⁽²⁾	75 days
Market Value per Share	1.00006

TexPool Prime

Average monthly rate for October	0.0628%
Average monthly allocation factor for October	0.000001720
Information as of	November 3, 2014
Current Interest Rate ⁽³⁾	0.0757%
Allocation Factor	0.000002075
7 day Net Yield	0.07%
Current Pool Balance	\$1,142,814,565.69
Current Weighted Average Maturity ⁽¹⁾	43 days
Current Weighted Average Maturity ⁽²⁾	50 days
Market Value per Share	1.00002

Contact Information

Participant Services 1-866-839-7665

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

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

Revenues	CURRENT MONTH			YEAR TO DATE			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Property Tax	\$ 27,704	\$ 30,000	\$ (2,296)	\$ 27,704	\$ 30,000	\$ (2,296)	\$ 950,000	97%
Delinquent Tax Property	1,500	1,417	83	1,500	1,417	83	17,000	91%
Sales Tax	114,681	108,201	6,480	114,681	108,201	6,480	1,298,409	91%
Franchise Fee-Natural Gas	-	-	-	-	-	-	23,000	100%
Franchise Fee-Communications	313	-	313	313	-	313	90,000	100%
Franchise Fee-Electricity	-	-	-	-	-	-	175,000	100%
Franchise Fee-Cable	-	-	-	-	-	-	14,000	100%
Franchise Fee-Water & Sewer	-	-	-	-	-	-	25,000	100%
Mixed Beverage Tax	-	-	-	-	-	-	14,000	100%
Warrant Charges	7,607	8,333	(726)	7,607	8,333	(726)	100,000	92%
FTA / City (Omni Base)	584	708	(124)	584	708	(124)	8,500	93%
Court Fines and Penalties	28,082	32,917	(4,834)	28,082	32,917	(4,834)	395,000	93%
Special Expense Fee	22,304	22,917	(613)	22,304	22,917	(613)	275,000	92%
Police Accident Reports	28	67	(39)	28	67	(39)	800	97%
Child Safety Guard Program	513	708	(195)	513	708	(195)	8,500	94%
Traffic Fees	441	625	(184)	441	625	(184)	7,500	94%
City Judicial Fee	199	250	(51)	199	250	(51)	3,000	93%
City Arrest Fees	1,395	1,625	(230)	1,395	1,625	(230)	19,500	93%
10% Serv. Fee from T&A	3,607	2,083	1,524	3,607	2,083	1,524	25,000	86%
Time Payment Fee	5,652	1,558	4,094	5,652	1,558	4,094	18,700	70%
Planning and Zoning Fees	-	625	(625)	-	625	(625)	7,500	100%
Plan Review Fees	316	583	(267)	316	583	(267)	7,000	95%
Building Permits	3,858	3,917	(59)	3,858	3,917	(59)	47,000	92%
Liquor Licenses	-	167	(167)	-	167	(167)	2,000	100%
Contractor Registration Fee	1,200	917	283	1,200	917	283	11,000	89%
Certificates of Occupancy	370	583	(213)	370	583	(213)	7,000	95%
Clean & Show	-	25	(25)	-	25	(25)	300	100%
Dog Tag Revenue	20	17	3	20	17	3	200	90%
NSF Check Fees	-	2	(2)	-	2	(2)	25	100%
Ambulance Revenue	7,758	10,000	(2,242)	7,758	10,000	(2,242)	120,000	94%
Fire Inspections	285	500	(215)	285	500	(215)	6,000	95%
Park Rental Revenue	295	250	45	295	250	45	3,000	90%
Gas Royalty Revenue	781	667	115	781	667	115	8,000	90%
Copy Fees	-	4	(4)	-	4	(4)	50	100%
No Insurance Towing Fees	-	1,667	(1,667)	-	1,667	(1,667)	20,000	NA
Interest Revenue	105	458	(354)	105	458	(354)	5,500	98%
Other Revenue	71	1,667	(1,596)	71	1,667	(1,596)	20,000	100%
Total	\$ 229,668	\$ 233,457	\$ (3,789)	\$ 229,668	\$ 233,457	\$ (3,789)	\$ 3,732,484	94%

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

Expenses:	CURRENT MONTH			YEAR TO DATE			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
General & Administrative	\$ 52,134	\$ 54,629	\$ 2,496	\$ 52,134	\$ 54,629	\$ 2,496	\$ 687,445	92%
Public Works	31,310	36,791	5,481	31,310	36,791	5,481	551,401	94%
Community Development	8,859	9,895	1,036	8,859	9,895	1,036	126,496	93%
Police	103,027	106,326	3,299	103,027	106,326	3,299	1,275,908	92%
Fire	71,099	78,136	7,037	71,099	78,136	7,037	1,021,287	93%
Municipal Court	24,727	28,302	3,575	24,727	28,302	3,575	352,439	93%
Community Relations Board	2,336	2,350	14	2,336	2,350	14	11,500	80%
Special Events	-	-	-	-	-	-	8,500	100%
Total	\$ 293,492	\$ 316,429	\$ 22,937	\$ 293,492	\$ 316,429	\$ 22,937	\$ 4,034,976	93%

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

Revenue	CURRENT MONTH			YEAR TO DATE			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Sale of Water	\$ 45,424	\$ 41,667	\$ 3,757	\$ 45,424	\$ 41,667	\$ 3,757	\$ 500,000	91%
Water Tap Fees	-	25	(25)	-	25	(25)	300	100%
Sewer Service Charge Fee	32,028	30,833	1,195	32,028	30,833	1,195	370,000	91%
Sewer Tap Fees	-	21	(21)	-	21	(21)	250	100%
Trash Collections	7,752	7,500	252	7,752	7,500	252	90,000	91%
Sales Tax on Trash Collections	633	619	14	633	619	14	7,425	91%
Recycling	2,052	2,125	(73)	2,052	2,125	(73)	25,500	92%
Sales Tax on Recycling	157	175	(18)	157	175	(18)	2,104	93%
Penalties	1,447	1,250	197	1,447	1,250	197	15,000	90%
N.S.F. Check Fees	30	33	(3)	30	33	(3)	400	93%
Adm. Serv. Charge / Sewer Impact	480	417	63	480	417	63	5,000	90%
Interest Revenue	-	63	(63)	-	63	(63)	750	100%
Other Revenue	615	2,333	(1,718)	615	2,333	(1,718)	28,000	98%
Trash Contract Payable	(7,752)	(7,500)	(252)	(7,752)	(7,500)	(252)	(90,000)	91%
Sales Tax on Trash Collections Payable	(633)	(619)	(14)	(633)	(619)	(14)	(7,425)	91%
Recycling Contract Payable	(2,052)	(2,125)	73	(2,052)	(2,125)	73	(25,500)	92%
Sales Tax on Recycling Payable	(157)	(175)	18	(157)	(175)	18	(2,104)	93%
Total Revenue before Transfers	\$ 80,025	\$ 76,642	\$ 3,383	\$ 80,025	\$ 76,642	\$ 3,383	\$ 919,700	91%

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

Revenue	CURRENT MONTH			YEAR TO DATE			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Infrastructure Improvements	\$ 25,318	\$ 27,500	\$ (2,182)	\$ 25,318	\$ 27,500	\$ (2,182)	\$ 330,000	92%

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

Expenses:	CURRENT MONTH			YEAR TO DATE			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Water Expense	\$ 1,975	\$ 6,483	\$ 4,508	\$ 1,975	\$ 6,483	\$ 4,508	\$ 324,070	99%
Sewer Expense	561	2,199	1,638	561	2,199	1,638	373,383	100%
	\$ 2,536	\$ 8,682	\$ 6,146	\$ 2,536	\$ 8,682	\$ 6,146	\$ 697,453	100%



PANTEGO PUBLIC SAFETY



PUBLIC SAFETY MONTHLY ACTIVITY SUMMARY - October 2014

Personnel

The Police Department has one opening for Dispatcher and one opening for Police Officer. Applications are currently being accepted for both positions.

The Fire Department is fully staffed at the present time.

Operational Issues

The Fire Department is working with the ambulance manufacturer, Frazer, to schedule a date in December to transport Medic-2 to Houston for remount of the patient compartment.

Training

All patrol officers recertified on the Taser, which is an annual required training. Assistant Chief Barry Reeves attended a two day (PIO) Public Information Officer seminar hosted by the Arlington Police Department.

Both Officer Hubbell and Morgan are continuing to progress in their field training.

Dispatcher Marschelle Molina was released from training and is operating on her own. Dispatcher Donna Stewart is also doing well in her training phase and is expected to be released in the near future.

Grants

We received word that the application for the 2013 Assistance to Firefighters Grant application, which was submitted in December 2013, was denied. The 2014 application period opened November 3rd and will end December 5th. After discussions with Assistant Chief Robert Coker a decision has been made to apply for a replacement air compressor for our Self Contained Breathing Apparatus (SCBA). The current compressor is over 30 years old and is significantly out-of-date from an efficiency and safety aspect. The cost of replacement is approximately \$30,000.

Public Relations & Citizen Education

The latest Public Safety Block Party was held on October 7th in the neighborhood of Whispering Tr. & Forest. Approximately 60 people attended the event. The next party will be scheduled after January.

Officer Aaron Morgan continues to demonstrate his civic mindedness by choosing to adopt the dog that he was recently recognized for rescuing from danger. Aaron has adopted "Duke" from the Arlington Animal



Shelter, virtually at the 12th hour, before Duke was scheduled to be euthanized. Another short Star Telegram article was written by Susan Schrock and is attached to this report along with an email from an individual in Florida who thanks Officer Morgan for his actions.

The Fire Department received a mention in the Cheers & Jeers section of the Star Telegram thanking them for assisting Mr. Reg Holland during the recent wind storm that caused major power outages. Mr. Holland was transported to the Pantego Fire Station to assist him with his powered medical device until power was restored to his home through a portable generator.

Respectfully submitted,

A handwritten signature in blue ink that reads "Thomas D. Griffith". The signature is written in a cursive style.

Thomas D. Griffith
Chief of Public Safety

PANTEGO POLICE DEPARTMENT OFFICER ACTIVITY REPORT

603	Hubbell	266	23	243	14	27
604	Meinke	249	41	208	2	69
605	Marquez	257	34	223	7	67
606	Morgan	233	41	192	10	10
						139
608	Watson	243	42	201	7	48
609	McCann	150	10	140	3	42
710	Alexander	25			4	33
711	Hopkins	27			10	47
	Ex-Officers					217
	Totals	2089	255	1792	76	812

Average **2:28**
Response
Time

Respectfully,



Barry Reeves
Assistant Chief of Police

PANTEGO POLICE DEPARTMENT CRIMINAL INVESTIGATIONS REPORT



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

Offenses Received	Quan.	YTD
Assault	0	5
Assault Family Violence	3	9
Burglary/Building	0	9
Burglary/Coin-op	0	0
Burglary/Vehicle	0	1
Burglary/Residence	0	2
Manufacture and Delivery	5	5
Criminal Mischief	1	11
DWI	5	32
DWLI	0	9
Evading or Resisting Arrest/Detention	0	7
Failure to ID	1	10
Fraud	1	11
Graffiti	0	0
Poss. Controlled Subst.	3	20
Poss. Marijuana	2	34
Robbery	0	2
Theft	4	49
Theft of Motor Vehicle	0	3
Other	4	41
Total Received	29	260

Case Dispositions of Above Totals	Month	YTD
Cases Active	4	88
Cases Cleared	25	168
Cleared Cases Filed with DA	14	65
Cases Suspended-Pending Leads	0	4

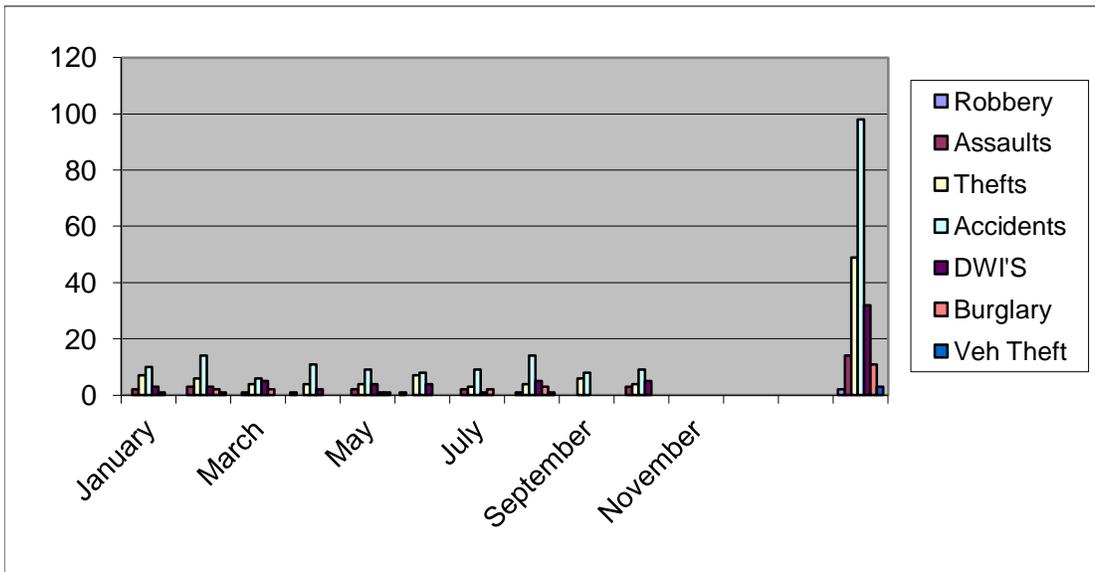
Cases Filed with DA from Previous Report Periods	0	46
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Respectfully submitted,

Chris Whitwell, Detective

Copy of 2014 Crime Stat's

2014 Monthly	Robbery	Assaults	Thefts	Accidents	DWI'S	Burglary	Veh Theft
January	0	2	7	10	3	1	0
February	0	3	6	14	3	2	1
March	0	1	4	6	5	2	0
April	1	0	4	11	2	0	0
May	0	2	4	9	4	1	1
June	1	0	7	8	4	0	0
July	0	2	3	9	1	2	0
August	0	1	4	14	5	3	1
September	0	0	6	8	0	0	0
October	0	3	4	9	5	0	0
November							
December							
Totals	2	14	49	98	32	11	3



PANTEGO FIRE RESCUE							
MONTHLY ACTIVITY SUMMARY							
31-Oct-14							
							
FIRE RESPONSES		PANTEGO					
		MONTH	14 YTD	13 YTD	AFD	14 YTD	13 YTD
TYPE OF INCIDENT							
Fire							
Structure			1		1	6	8
Outside				3		2	
Natural Vegetation Fire			4	1	1	3	3
Vehicle		1	2			2	2
Trash			1	1			1
Cooking Fire, Contained to container							2
Fire Other				1			
Hazardous Condition							
Arcing - Shorted Electrical Equip.				1		2	4
Equip. Malfunction							
Power Lines		3	6		1	2	1
Hazmat							
Hazardous Condition, Other		3	5	6	1	5	12
Heat From Short Circuit, Wiring		4	5		1	2	1
Overheated Motor		1	1				2
Gas/Fuel Spill			1				
Natural Gas Leak		1	4	2		1	4
Chemical Spill or Leak							
Carbon Monoxide							
Service Call							
Water or Steam Leak		1	2	9	1	2	
Assist Invalid			37	42		3	18
Unauthorized Burning						2	3
Rescue							
Utilities							
Smoke Removal			1			3	3
Person in Distress, Other			2	2	1	2	
Service Call, Other		7	16	8		3	2
Lock Out			2	1	1	2	4
Animal Rescue							
Ring or jewelry removal							
Assist PD			6			1	
Good Intent Call		3	3	12	9	9	43
Good Intent Call Other			23	5		41	57
Dispatched & Cancelled En Route			7			26	1
Wrong Location				9			12
No Incident Found On Arrival			4		1	6	
Investigation				1			80
Cancelled On Scene					12	95	13
Smoke scare, Odor of smoke			1				
Hazmat Invest, No Hazmat							
False Alarm & False Call				1			8

Unintentional Transmission of Alarm			1		5	5	
Smoke Detector Activation - No Fire		2		1	5		
Bomb Scare - No Bomb			2			2	
System Malfunction		4	7	1	4	17	
False Alarm or False Call, Other		6		2	14	1	
CO Detector Activation, Malfunction		1			2		
Sprinkler Activation, no fire							
Special Incident Type							
Citizen Complaint			1				
Special Incident Type, Other	1	1					
Severe weather natural disaster	3	3					
Mutual Aid			7				
TOTAL FIRE INCIDENTS	28	151	85	34	252	311	
AVERAGE FIRE RESPONSE TIME	3.08						
AVERAGE FIRE SCENE TIME	22						

PANTEGO FIRE RESCUE								
MONTHLY ACTIVITY SUMMARY								
31-Oct-14								
EMS RESPONSES			PANTEGO			AFD		
TYPE OF INCIDENT			MONTH			14 YTD		
			13 YTD			MONTH		
			14 YTD			13 YTD		
MEDICAL EMERGENCIES								
Abdominal Pain						15 7		
Allergic Reaction			1			1 3		
Animal Bite						1 1		
Assault						4 2		
Back Pain						3 4		
Burns						1		
CO Poison								
CPR						1		
Cardiac			2			7 5		
Chest Pains			2			24 30		
Childbirth/Possible Childbirth						1		
Choking								
DOS								
Drowning						1		
Diabetic						7 3		
Dizziness			1			12 4		
Electrocution								
Eye Injury								
Falls			4			40 25		
Fire/Hazmat								
GSW/Stab						1		
Heat/Cold								
Hemorrhage						1		
Medical			4			34 32 28 354 276		
Nausea						8 3		
Other			1			12 15 1		
Overdose						3		
Psych			1			8 3		
Respiratory			4			29 28		
Seizures			1			12 9		
Stroke			1			8 9		
Syncope						4 4		
Trauma			2			19 20		
Unconscious						9 10		
Unknown						13 8		
MVA - Injury			2			18 9 4 11 14		
MVA - Non-injury						1 7 12 14		
MVA-Auto Ped						1 1 2		
MVA - Extrication								
TOTAL PANTEGO EMS CONTACTS			26			310 263 346 302		
Mutual Aid to AMR Transports						3 45		
Mutual Aid to AMR Cancelled						2 23		
Mutual Aid to AMR Total						5 76		
AVERAGE EMS RESPONSE TIME - PANTEGO						3.35		
AVERAGE EMS SCENE TIME - PANTEGO						22.73		



PANTEGO FIRE RESCUE						
MONTHLY ACTIVITY SUMMARY						
31-Oct-14						
						
FIRE TRAINING						
CLASS SUBJECT	HOURS					
Strategies tactics	4					
TOTAL HOURS						
EMS TRAINING						
CLASS SUBJECT	HOURS					
Body mechanics	4					
			MONTH		MONTH	
PUBLIC EDUCATION	MONTH	YTD	ADULTS	YTD	CHILDREN	YTD
Fire Extinguisher Class						
School Presentations	1	3	8	18	75	141
B-day parties						
Spray Downs						
Station Tours	1	5	15	37	75	66
Special Events		7		8152		2027
Home Inspections						
Public Safety Forums						
Fall Risk Assessment						
TOTAL CONTACTS		15		8207		2234
BUSINESS INSPECTIONS	MONTH	YTD				
Initial	34	294				
Re-Inspections	6	78				
Plans Review Completed						
C.O Issued	1	38				

html

Star-Telegram

Pantego officer twice comes to dog's rescue

Posted Friday, Oct. 31, 2014

BY SUSAN SCHROCK

sschrock@star-telegram.com

A puppy has been rescued from a grim situation for a second time by a rookie Pantego police officer.

In September, Officer Aaron Morgan was visiting an relative's home in Arlington when he heard a dog yelping in pain in a next-door neighbor's back yard. Morgan said he called 911 after looking through the fence and seeing a teenage boy kicking, beating and choking the tied-up dog.

The family of the teen surrendered the dog to the city, and the Arlington animal shelter tried without luck for weeks to find a new home for the brown-haired pooch, named Ginger. With only so much space available, Ginger's time was set to run out Friday afternoon.

Morgan, who said he figured the dog had quickly found a new owner, was shocked to learn late Thursday night that Ginger was set to be euthanized within hours. He said he arrived as soon as the shelter opened Friday morning and adopted the 7-month-old dog, now renamed Duke.

"It wasn't fair to let this dog be euthanized. It wasn't fair to take it out of one situation and then say 'Sorry, this is where your road ends,' " Morgan said. "This dog has a healthy and bright future ahead of it."

Earlier this week, Pantego Mayor Melody Paradise recognized Morgan for saving the dog from the abusive situation.

Susan Schrock, 817-390-7639 Twitter: @susanschrock

Looking for comments?

Tom Griffith

From: Barry Reeves
Sent: Tuesday, November 04, 2014 12:53 PM
To: James White
Cc: Tom Griffith
Subject: RE: Officer Morgan

Mr. White,

I really appreciate your comments. I am very proud for Officer Morgan and the work he has done.

Thanks again,

Barry Reeves
Assistant Chief of Police
Pantego Police Department

From: James White [<mailto:jazzride61@hotmail.com>]
Sent: Tuesday, November 04, 2014 12:35 PM
To: Barry Reeves
Subject: Officer Morgan

Kudos to this officer for acting like a leader in the situation with the dog adoption. He did the right thing exposing the abuse and went beyond his job description in taking in the animal himself. Look no further then Austin to see how things should not be done. It must be a pleasure to have a young officer work for you that you know has some sense when you send him out there. I would promote him in front of most of his peers. Thanks for listening and keep up the good work. Jim White /Treasure Island, FL

Cheers: For the fabulous roundabout at McPherson Boulevard/Summer Creek Road. Efficiently moves traffic. Dallas-Fort Worth needs more.

— Samantha Wild, Fort Worth

Jeers: To a well-known Arlington electric repair shop that came to my home to fix a wall plug. I'm an 87-year-old World War II Navy veteran. I was confused, which was evident. There was nothing wrong. He replaced it with a new plug for \$127 even though it wasn't needed. Sleep well.

— Peter Stankosky, Arlington

Jeers: To the Euless Police Department for helping shut down Airport Freeway completely one night for installation of new highway sign on right-hand shoulder and not caring enough to provide officer traffic help at the 20- to 25-second light to cross Highway 157 for the tremendous stopped flow of vehicles. What a waste of fuel, time and schedules.

— Ted Black, Bedford

Cheers: To Hulen Street Chase and Oakmont Boulevard Wells Fargo banks. Their donation of check registers was greatly appreciated. I use the registers to teach money and

How to submit a Cheer or Jeer

Limit your Cheer or Jeer to 50 words. Full name, home address and daytime and home phone numbers are required. There are some restrictions on topics. Items may be edited. All submissions to the Star-Telegram will become the property of the Star-Telegram.

Questions: 817-390-7830

Mail: Box 1870, Fort Worth TX 76101 Fax: 817-390-7688

E-mail (preferred):

letters@star-telegram.com

banking concepts in my math classes at Bonnie Brae School.

— Stephanie Vallejo, Fort Worth

Cheers: To the lady who paid for our dinners at the Fort Worth west side IHOP on Sept. 9. We four were certainly surprised and really appreciated it. Thank you.

— Roy G. Barnes, Fort Worth

Cheers: To the person who turned in my billfold. Jeers to the person who took the money. I hope you needed it more than I did. My God bless you.

— Benny Cervantez, Benbrook

Jeers: To the city of Fort Worth crew putting in sidewalks who destroyed a 1900's-era cement horse hitching post in my neighborhood (corner of Tulsa Way and Owasso Street).

— Derik Lattig, Fort Worth

Cheers: To John Peter Smith Hospital where I

was admitted with a life-threatening illness. The care I received was kind and professional. You will always have my gratitude.

— Kim Edmonds, Fort Worth

Cheers: To Karen Ross, a nurse, and Hurst Fire Department that came to my aid when I fell in Walmart. She ministered to me and kept pressure on a cut until the fire department arrived. They checked me thoroughly and got me to the car. Thanks for being there for me.

— Billy Whiteside, Hurst

Cheers: To Eddie at Haws Paint and Body Shop. Thank you for your skill and courteous service. You made my week!

— Rita Cotterly, Fort Worth

Cheers: To Pantego Fire Department/EMT. Had a medical emergency during the storm and they came to my house and

helped me. They are the most knowledgeable, efficient and greatest bunch of guys you will ever meet. They all deserve big raises before some big department takes them away.

— Reg Holland, Pantego

Cheers: To Keith, the manager at Rockfish on South Cooper in Arlington, for making our 58th wedding anniversary so special. We appreciate your thoughtfulness.

— Barbara and Louin Berry Mansfield

Cheers: To Tarrant County for bringing together all the vendors that took part in the Empowering Seniors Health and Lifestyle Expo which took place on Oct. 3rd in Bedford. We gained valuable information and took advantage of the health screenings that were made available. Thank you for valuing your senior citizens.

— Lois Kuebler, Bedford

Cheers: To Penny Benz and Sheri Rich for all their hard work in opening the Keller ISD Wellness Center. And thank you to the board of trustees for providing a designated medical clinic for KISD employees — it's an awesome benefit and much appreciated!

— Catherine Whited, Hudson Oaks

Jeers: To Good Morning Texas for adding Christmas decorations to the set. We haven't even had Halloween or Thanksgiving yet! I guess we will be on July 5 before long.

all about the money now
— Jim Mace, North Richland Hills

Jeers: To the Tarrant County tax office printing "In God We Trust" on the envelope flaps of its residential bills. Yes, that quote is our money, and they're nothing to be done about that, I reckon. I shouldn't our county least pay lip service "separation of church and state?"

— Peggy Meade-Cohen, Fort Worth

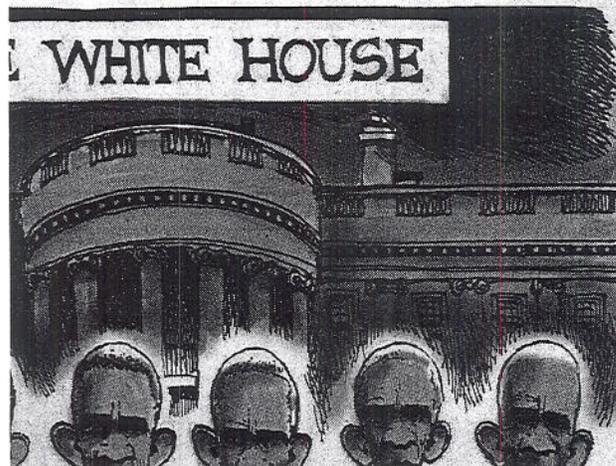
Jeers: To the homeowners for not letting City trim your trees in the past. I hope you did have electricity for the days.

— Randy Geisel, Arlington

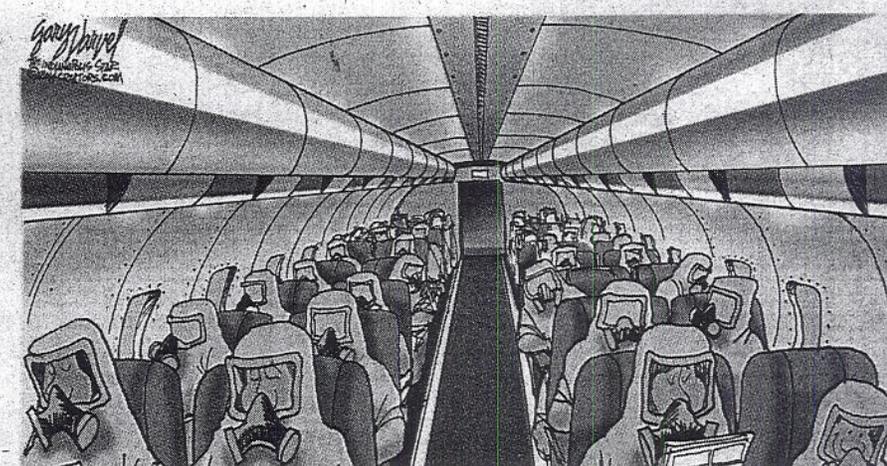
Jeers: To the band and band leaders who thought it was OK to fire up the band at 5:45am on Saturday morning Oct. 4, waking many neighborhoods in the area of the high school. It's not always about the kids. I'll remember your thoughtfulness while voting on your ballot.

— Bob Coffee, Hurst

Arizona Republic



Gary Varvel © The Indianapolis Star





PUBLIC WORKS REPORT OCTOBER 2014

PROJECTS/ENGINEERING

- Alan Plummer Associates, Brian Wright spoke to Council regarding the escalating cost associated with the Park Row Water Line Replacement Project.
- Alan Plummer Associates is preparing a comprehensive well maintenance program and will be speaking at the November 10th Council Meeting.

STREETS

- Potholes filled on Bowen Rd.
- Assisted Police and Fire in closing Bowen Rd when an Oncor transmission power line was damaged during a MVA.
- Clocked school zone lights for the time change.
- Tree, limb and debris removal resulting from straight line winds.



DRAINAGE

- Inspected and removed debris from (11) flumes.

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

R.O.W./Medians/Easements

- Mowing, weed-eating, edging, blowing, tree trimming, trash and debris removal. 253,100 sqft. (8 locations x 2/mo.)

Town Facilities

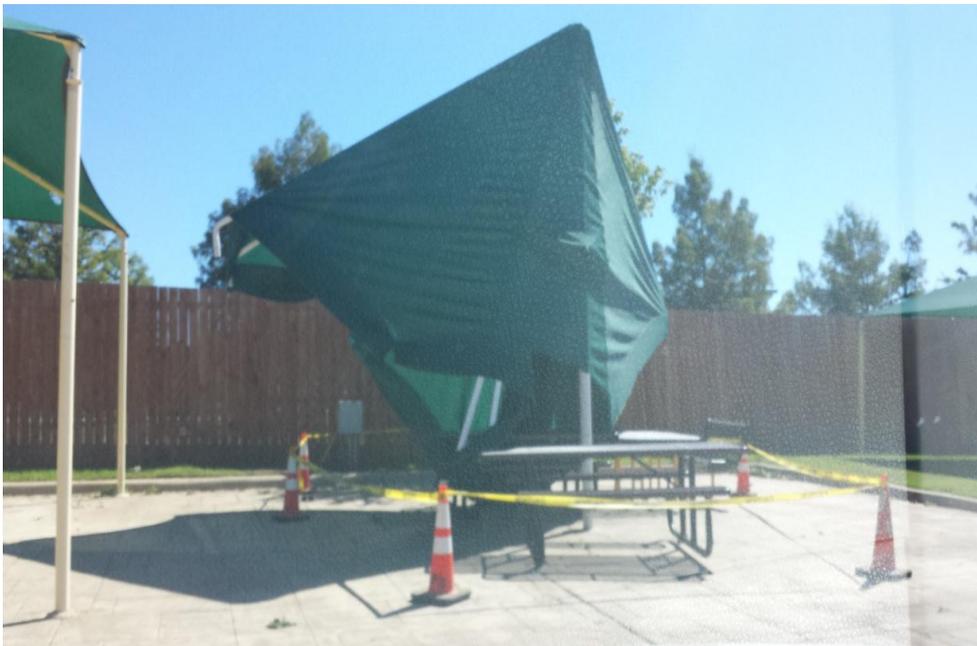
- Mowing, weed-eating, edging, blowing, tree trimming, trash and debris removal. 267,204 sqft. (7 locations x 2/mo.).
- Drained and cleaned Town Hall ornamental pond.

PARK OPERATIONS

- On October 8th the PCA Give Back Day took place at the Park. The event turned out to be very timely due to the previous weeks wind storm.
 - Approximately 75 yards of fallen limbs and brush were removed from the Park and JD Hollis Cemetery.
 - Approximately 200 lbs of exposed rocks, bricks and concrete were removed from the Park.
 - Paint commemorative brick inscriptions as time allowed.
 - Weed control applied to weeds and walkways.
 - Repaired the fence along the South Park bathrooms; replace missing rails, straightened and secured the loose rails.



- Trimmed trees and chipped for mulch in the Park and cemetery.
- Removed damage umbrella awning.



UTILITY BILLING

October Billing for 1192 Accounts \$113,363.94	October Past Due Balances \$10,204.59
October Billed for Garbage \$7,752.23	October Billed for Recycling \$2,051.53

WATER UTILITIES: WELLS AND DISTRIBUTION

October Total Water Production	15,336,000
October Daily Average Produced	495,204
Water Meters Read	1,202
Chlorine Residuals Taken	93
Average Chlorine Residual	.70
Hydrants Flushed	27
Water Main Breaks	0
Water Valve Repaired	1
Hydrants Repaired/Replaced	1

- Sub monitor programmed at Nora Well.
- Repaired (1) service line leak at 1615 Cresthaven.

WATER UTILITIES: WASTEWATER

- Crews cleaned approximately 2,800 ft. of sewer mains that have been identified as problem line segments on Bowen and Park Row.
- Installed a bolt-down manhole ring and lid at the manhole behind Shady Valley Apartments in the drainage channel. During the previous heavy rain event the old manhole lid was pushed off due to inflow and infiltration.
- Cleaned the Lift Station bar screen (8) times for October.



PUBLIC WORKS PROJECTS

- Painted (5) hydrants
- Operated the Town Clean Up Day, generated approximately 360 yards of trash hauled off and 30 yards of mulch; to be used in the Park planting areas.



- Assisted CRB with set up and take down for the Halloween Carnival, policed area and maintained trash removal.



ANIMAL SERVICES

- Opossums Relocated (2) from 1709 Hilltop.
- One dog was picked up at the Park and transported to the Ft. Worth Shelter upon being checked for a chip.

TRAINING

- Juan Longoria tested for a Class II Wastewater License.

Department	Totals:
Water	27%
Wastewater	10%
Admin	19%
Maintenance	15%
Streets	14%
Park	16%
Animal Control	1%



ENVIRONMENTAL SERVICES

• West Nile Testing

	2600 Miller Lane	1604 Nora Drive	Roaming #1	Roaming #2
10/1	49	46	103 (Country Club Road)	47 (Robin Road)
10/8	51	4	43 (Grant Place)	19 (Robin Road)
10/15	15	30	36 (Smith Barry Road)	40 (Country Club Court)
10/22	34	12	14 (Newsom Court)	16 (Los Colinas Court)
10/29	121	86	81 (Hilltop Lane)	81 (Stolper Drive)

Pantego received one positive West Nile Virus sample during the month of October. Overall, Tarrant County has reported twelve human cases of West Nile Virus, and mosquito pools from Tarrant County have tested positive for WNV in 2014 from the following municipalities:

- Arlington (14)
- Bedford (44)
- Benbrook (1)
- Burleson (8)
- Colleyville (25)
- Edgecliff Village (2)
- Euless (36)
- Fort Worth (35)
- Grand Prairie (4)
- Grapevine (21)
- Haltom City (1)
- Hurst (24)
- Keller (12)
- Kennedale (2)
- Mansfield (9)
- North Richland Hills (23)
- Pantego (3)
- Richland Hills (14)
- Saginaw (1)
- Southlake (15)
- Watauga (4)
- Westworth Village (1)

• Mosquito Control Spraying

The Town was sprayed for mosquitoes on October 23, 2014.

PLANNING AND ZONING

• Zoning Ordinance Update

Town Council met to discuss the recommended changes to the Zoning Code on October 28, 2014. Town Council has determined an initial timeline of review meetings to take place on November 11, 2014 and November 25, 2014 at 6:30 p.m. Additional meetings will be added as needed to complete the review.

• Farrell Addition Plat

Ann Farrell has made application to plat the properties at 1704 and 1706 Nora Drive into one lot. The plat submittal has been placed on the November 3, 2014 Planning and Zoning Commission meeting agenda.

CONSTRUCTION AND DEVELOPMENT

- **Mistletoe Court Construction**

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

- **Park Row Court Construction**

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

- **Smith Barry Farms Subdivision**

- Construction of a 3,187 square foot single-family residential building at 2610 Melbourne Court is ongoing.
- Construction of a 3,180 square foot single-family residential building at 2612 Melbourne Court is ongoing.
- Construction of a 2,514 square foot single-family residential building at 1906 Melbourne Drive is underway.

CERTIFICATES OF OCCUPANCY

Issued

- Dan's Auto/Truck Repair – 2202 Raper Blvd (C) – Auto Repair – Business Expansion
- Millco Tax Consulting Services – 3610 W Pioneer Pkwy #206 – Tax Services – New Business
- Grand Start Learning Academy – 2304 W Park Row Dr #25 – Day Care – New Business
- Arlington Coins – 2230 W Park Row Dr (C) – Coin Shop – New Owner
- Reyes Ballroom, LLC – 3273 W Pioneer Pkwy – Banquet Hall – Name Change
- Crossfit Pantego – 2211 Duluth Dr #112 – Training Studio – Business Relocation

Pending

- Brighter Days STEM Academy – 2221 W Arkansas Ln #106 – Learning Center – New Business
- Tax Nation – 2400 W Pioneer Pkwy #132 – Tax Prep – New Business
- Pinkston Hollar Roofing – 2887 W Pioneer Pkwy (A) – Commercial Roofing – Business Update
- Sweet Nana's Granola Co. – 2304 W Park Row Dr #23 – Retail – New Business
- Prachi D. Shah, DDS – 2313 W Arkansas Ln #111 – Dental Office – New Business

GENERAL INFORMATION

- Chad Joyce attended the Texas Municipal League Conference in Houston, TX.

INSPECTIONS

	OCT TOTAL	YTD TOTAL
BUILDING INSPECTION	10	10
CERTIFICATE OF OCCUPANCY	6	6
CUSTOMER SERVICE INSPECTION	0	0
ELECTRICAL INSPECTION	8	8
MECHANICAL INSPECTION	3	3
PLUMBING INSPECTION	16	16
REINSPECTION	10	10
CODE ENFORCEMENT INSPECTIONS	11	11
TOTAL INSPECTIONS	64	64

CONSTRUCTION VALUES

	OCT TOTAL	YTD TOTAL
NEW RESIDENTIAL CONSTRUCTION	\$0.00	\$0.00
EXISTING RESIDENTIAL REMODEL	\$44,394.00	\$44,394.00
NEW COMMERCIAL CONSTRUCTION	\$0.00	\$0.00
EXISTING COMMERCIAL REMODEL	\$8,075.00	\$8,075.00
TOTAL VALUE	\$52,469.00	\$52,469.00

FEES COLLECTED

	OCT TOTAL	OCT FEES	YTD TOTAL	YTD FEES
CERTIFICATE OF OCCUPANCY	5	\$370.00	5	\$370.00
ZONING FEES	0	\$0.00	0	\$0.00
PLAN REVIEW	1	\$315.90	1	\$315.90
BUILDING PERMIT	32	\$4,330.00	32	\$4,330.00
UTILITY RELEASE	0	\$0.00	0	\$0.00
CONTRACTOR REGISTRATION	13	\$1,300.00	13	\$1,300.00
TOTAL FEES		\$6,315.90		\$6,315.90



MUNICIPAL COURT



Municipal Court Collections / October 2014

On-Time Citations

Fines- \$26,372.30
Fees- \$13,945.53
Total- \$40,317.83

Warrants

Fines- \$34,686.51
Fees- \$15,652.94
Total- \$50,339.45

Court Security Fund- \$1,021.90

Court Technology Fund- \$1,390.00

Accident Reports- \$27.50

Gross Total Revenue- \$90,657.28
Less State Fee's- \$29,598.47
Net Revenue- \$61,058.81

Presented by: Thressa Householder



WARRANT MONTHLY TOTALS FOR OCTOBER 2014

TOTAL WARRANTS VALUE CLEARED -----	\$89,786.65
FYTD-----	\$89,786.65
TOTAL PAYMENTS COLLECTED -----	\$51,459.45
FYTD-----	\$51,459.45
TOTAL NON-CASH CLEARED -----	\$38,327.20
FYTD-----	\$38,327.20
WARRANT FEES COLLECTED -----	\$7,607.10
FYTD-----	\$7,607.10
BONDS/FORFEITURES -----	\$0
TOTAL PHONE CALLS -----	710 - 217 OUT 236 IN
	711 - 440 OUT 109 IN
	Tot - 657 Tot - 345
TOTAL POST CARDS -----	710 - 60
	711 - 49
	Tot - 109
PERSONAL STOPS/ATTEMPS -----	9
CONTACTS -----	9
DOOR HANGERS -----	4
ARRESTS -----	710 - 4
	711 - 10
	Tot - 14
PAY PLANS -----	710 - 17
	711 - 20
	Tot - 37
BONDS/COURT DATES -----	710 - 9
	711 - 6
BOND AMOUNT -----	710 - \$12,647.10
	711 - \$ 8,302.00
LETTERS -----	710 - 105
	711 - 75
TOTAL WARRANTS CONTACTED ----	710 - 128
	711 - 187
TOTAL WARRANTS CLEARED -----	710 - 124
	711 - 182

TOTAL VALUE-----	710 - \$40,307.60	711 - \$55,142.80
TOTAL AMOUNT COLLECTED-----	710 - \$10,603.20	711 - \$21,305.50
FUTURE REVENUE-----	710 - \$11,956.20	711 - \$16,496.30

EXTRA DUTIES FOR OCTOBER

Ofcr. Hopkins out six hours for doctors appointments, and 11/2 days vacation time.

Ofcr. Alexander was out for 1 days vacation/personal

41 Total Calls for Service

18 Prisoner Services

7 Assists

9 Prisoner Transfers

22 Arraignments

Additional warrants cleared - 282

Respectfully submitted,

Warrant Officer: Freddie Alexander 710

Warrant Officer: Robert Hopkins 711



AGENDA BACKGROUND

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

DATE: November 10, 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 November 10, 2014:

Professional Services:

- Sara Jane del Carmen, Magistrate
- C.A. Magnuson, Prosecutor
- Jim Jeffrey, City Attorney

Purchase Orders:

- None

**Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval
11/10/2014**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Sara Jane del Carmen	\$1,300.00	October 2014 Magstration Services
C.A. Magnuson	\$1,300.00	October 2014 Prosecution Services
Jim Jeffrey	\$1,050.00	October 2014 Legal Fees

<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
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* * None at this time * *

<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Duncan - Garbage	\$8,338.75	October 2014 Trash Removal
Duncan - Recycling	\$2,081.80	October 2014 Recycling Removal
Voyager Fleet Systems	\$5,269.39	October 2014 Oil & Gas Expense
TML Intergovernmental	\$22,389.07	November 2014 Employee Insurance
Pantego Utilities	\$2,017.21	September 2014 Water Consumption

MAGISTRATION SERVICE FOR THE MONTH OF OCTOBER 2014

ACCOUNT # 100-5-160-210.00

INVOICE FOR SERVICES

SERVICES PERFORMED: ARRAIGNMENTS/WARRANTS/MAGISTRATION
DUTIES

VENDOR # 11022

Sara Jane del Carmen

BLOOD DRAW WARRANTS
MAGISTRATIONS

TOTAL - \$1,300.00

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

PROSECUTOR SERVICE FOR THE MONTH OF OCTOBER 2014

ACCOUNT # 100-5-160-210.00

INVOICE FOR SERVICES

SERVICES PERFORMED: PROSECUTOR FOR MUNICIPAL COURT

VENDOR # 10123	CRAIG MAGNUSON	\$1,300.00
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BILLING ADDRESS: CRAIG MAGNUSON
6000 WESTERN PLACE #200
FT WORTH, TEXAS 76103

LAW OFFICES OF JIM JEFFREY

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

Page 1

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

11/1/2014
Account No.: 9.01.06
Invoice # 21838

Legal services

November 1, 2014 – November 30, 2014

Total Hours:	6.00	
Hourly Rate:	\$175.00	
Total for Services:		\$ 1,050.00
Expenses:		\$ N/A
TOTAL BALANCE DUE:		\$ 1,050.00
Nolan County land issue		\$ 0



AGENDA BACKGROUND

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

Date: November 10, 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 October 27, 2014
Town Council minutes from October 28, 2014

P & Z minutes from August 4, 2014

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

Town Council Minutes
October 27, 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 27th day of October 2014 with the following members present:

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

Members absent:

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

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

Also in attendance:

None.

WORK SESSION 6:30 P.M.

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

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

1. City Manager Report

Mr. Fielder informed Council the Public Works position was advertised today. The joint planning session with PEDC is tentatively set for late January due to the zoning discussions requiring extra Council meetings and the upcoming Holidays. There was discussion on the notice of the joint planning session and the topics to be discussed.

Last week Mr. Fielder met with the Town Engineer, Joyce Stanton, regarding drainage issues on Rogers Court. Mrs. Stanton will review her past notes on the properties, the possible solutions, and will report these findings to Council. She will also examine the improvements to Wagon Wheel to help alleviate some of the issues from the connector street to Wagon Wheel.

Republic has finished picking up the debris left from the storm and has resolved all complaints or issues pending from the storm. There was conversation on cleaning up the bricks located on Park Row caused by storm.

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

The Flair Events invoice was approved at the last Council meeting; therefore, it was removed from this item.

3. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from October 13, 2014

Council felt item number 7 did not convey that Alan Plummer Associates, Inc. accepted responsibility for their failure to explore options that resulted in a cost increase and they wrongly presented to Council pipe bursting and the stern comments made by Council to Alan Plummer were not reflected in the minutes. A request was made for the City Secretary to revisit the recording.

Acceptance of Minutes of Boards and Commissions:

- PEDC minutes from September 24, 2014

No comments given.

4. Discuss, direct, and consider action on a Resolution of the Town Council of the Town of Pantego, Texas, Adopting a License and Certification Pay Structure for all Public Works employees; and Providing an Effective Date.

Mr. Fielder reminded Council at the last meeting there was discussion on the certification pay policy being a part of the employee handbook. This item is a resolution that will allow the pay structure to be implemented while staff amends the handbook. There was discussion on the removal of the first "Whereas" statement; changing the third "Whereas" to include the words Certification Pay Structure; and correcting the date of passage.

5. Discuss, direct, and consider action on an Ordinance Amending the Town of Pantego Municipal Code of Ordinances Appendix A - Fee Schedule Article A4.000 Police and Fire Department Fees by Revising Section A4.004 Certificate of Occupancy and Section A4.005 Annual Inspections by Increasing the Fees, Removing Fees, and Adding Fees; Article A6.000 Animals by Revising Section A6.001 Impoundment by Adding a Subsection C Administrative Fees; Article A7.000 Building Related Fees by Revising Section A7.001 Contractor Registration and Section A7.005 Certificate of Occupancy by Increasing Fees and Adding Fees and Adding Subsection A7.014 Specific Project Truck and Commercial Delivery Route Permit; and Article A8.000 Business Section by Revising A8.001 Alcoholic Beverages by Increasing Fees and Deleting the Subsections; Containing a Savings Clause; Repealing All Ordinances in Conflict Herewith; and Declaring an Effective Date.

Mr. Fielder informed Council this Ordinance addresses and implements the fee structure changes discussed during the budget process. There was discussion on the changes to the Alcoholic Beverage Annual Fee and the impact it will have on the business establishments; the annual inspection fees for the Fire Department; and the implementation of the new Truck Permit process. There was clarification on the service provided by the Town for the Alcoholic Beverage Annual Fees that are charged and how they are charged; one half of the TABC costs every two years split into two annual payments. The Truck Permit Fee was changed from not exceeding one year to not exceeding six months forcing a renewal for the permit every six months and the date of passage was corrected.

Mayor Paradise recessed the work session at 7:13 p.m. for the executive session.

Mayor Paradise reconvened from the executive session to the work session at 7:30 p.m.

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

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

Mayor Paradise called the regular session to order at 7:31 p.m., welcomed everyone, and thanked them for coming out tonight.

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

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

Councilmember Adair stated it was great to see everyone; he appreciates the work of the first responders and staff.

Councilmember Barrett stated it was great to see everyone here tonight and commented on the success of the Halloween Event. She appreciated the PYLC volunteers and some of the High School kids who volunteered.

Councilmember Funderlic stated it is great to see all the first responders here tonight and appreciates all the hard work the Town asks of them, especially after storms and disasters.

Councilmember Surratt agreed and added a thank you to the Public Works Department employees and Scott Williams for the Halloween Event planning and set up and expressed if it wasn't for a few key individuals the event would not have come together.

Mayor Paradise recognized it takes a lot of effort from our volunteers, the Community Relations Board, Public Works employees, the Police Department, and Fire Department to make the Halloween event such a success and appreciated Republic for coming out and picking up the debris from the storm. She thanked staff for PantegoFest, the handling of the storm damage, and for working diligently.

HONORS/RECOGNITION

- **Recognition of Officer Aaron Morgan relating to his intervention and stopping animal abuse at an Arlington Home.**

Mayor Paradise presented a commendation plaque to Officer Morgan for his actions on September 12, 2014 preventing the serious injury to a canine in which further resulted in a charge of cruelty to animals against the perpetrator. Officer Morgan stated regardless of human or animal he and the other officers within this department will do the job to the fullest.

- **Recognition of Assistant Police Chief Barry Reeves; Detective Chris Whitwell; and Corporal Marissa McCann for their attention to detail and investigative work relating to the Charles Anthony Green Conviction.**

Mayor Paradise presented Detective Whitwell with an accommodation with gratitude from the Pantego Police Department for his assistance in the successful arrest, prosecution, and sentencing of a perpetrator of a sexual assault that occurred on February 12, 2004. Thank you for your dedication and service to the citizens of the Town of Pantego.

Mayor Paradise presented Corporal McCann with an accommodation with gratitude from the Pantego Police Department for her assistance in the successful arrest, prosecution, and sentencing of a perpetrator of a sexual assault that occurred on February 12, 2004. Thank you for your dedication and service to the citizens of the Town of Pantego.

Mayor Paradise presented Assistant Chief Reeves with an accommodation with gratitude from the Pantego Police Department for his assistance in the successful arrest, prosecution, and sentencing of a perpetrator of a sexual assault that occurred on February 12, 2004. Thank you for your dedication and service to the citizens of the Town of Pantego. Chief Griffith said a few words regarding each of them and their role in the investigation.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Councilmember Barrett informed Council the CRB has not met since the last Council meeting and the next meeting has been re-scheduled to November 11, 2014 due to the elections.

Pantego Youth Leadership Council

Mayor Paradise reported the last PYLC meeting went well and Mayor Abby Smith did a great job on the agenda. At the next PYLC meeting they will discuss the role of the City Manager and the Finance Director and review their budget.

PEDC REPORT

Councilmember Adair stated the Board discussed creating a Pantego Business Council within the Arlington Chamber of Commerce; their involvement in the Christkindl Market and handing out a tri-fold of Pantego information; the annual decorating contest and changed the prize categories; and the Texas Deal Making Trade Show in Dallas on November 12-14th.

CITIZENS OPEN FORUM

None.

APPROVAL OF CONSENT AGENDA ITEMS

Councilmember Adair made a motion to approve the consent agenda items 1; 2, except the Flair Events invoice; 3 with item number seven changed as discussed and 4 with the changes as directed during the work session. Councilmember Funderlic seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

RESOLUTION

- 4. Discuss, direct, and consider action on a Resolution of the Town Council of the Town of Pantego, Texas, Adopting a License and Certification Pay Structure for all Public Works employees; and Providing an Effective Date.**

This item was discussed and passed under the Consent Agenda.

ORDINANCES

- 5. Discuss, direct, and consider action on an Ordinance Amending the Town of Pantego Municipal Code of Ordinances Appendix A - Fee Schedule Article A4.000 Police and Fire Department Fees by Revising Section A4.004 Certificate of Occupancy and Section A4.005 Annual Inspections by Increasing the Fees, Removing Fees, and Adding Fees; Article A6.000 Animals by Revising Section A6.001 Impoundment by Adding a Subsection C Administrative Fees; Article A7.000 Building Related Fees by Revising Section A7.001 Contractor Registration and Section A7.005 Certificate of Occupancy by Increasing Fees and Adding Fees and Adding Subsection A7.014 Specific Project Truck and Commercial Delivery Route Permit; and Article A8.000 Business Section by Revising A8.001 Alcoholic Beverages by Increasing Fees and Deleting the Subsections; Containing a Savings Clause; Repealing All Ordinances in Conflict Herewith; and Declaring an Effective Date.**

This item was discussed during the work session. Mayor Paradise declared this ordinance will be passed with the first reading and a 2/3 vote of Council. Ms. Arrington read the caption of the ordinance for the record and the changes made by Council for the Truck Permit not to exceed 6 months and the passage date.

Councilmember Surratt made a motion to approve ordinance number 14-751 with changes to the truck permit not to exceed six months instead of one year. Councilmember Barrett seconded the motion.

The Vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

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

- 6. Discuss, direct, and consider action on a proposal from Flair Events regarding PantegoFest 2015.**

Mr. Fielder presented the proposal for Flair Events. There was conversation on the increase of allotted time and the hourly rate. There was discussion on the repetitive tasks versus the non-repetitive tasks involved in the organization and planning of PantegoFest. Mr. Fielder reminded Council this item went out for a competitive bid in the spring of 2014. Council would like to have a final meeting to set goals for the Town and Flair Events, such as sponsorship totals; discuss the lessons learned from PantegoFest 2014; and a final financial report. There was discussion on an incentive for Flair Events to go above and beyond the expected revenue giving them a bonus based on the amount above the expected revenue. Mayor Paradise encouraged Council to get their comments on PantegoFest 2014 to Mr. Fielder by the end of the week.

- 7. Discuss, direct, and consider action on the Town of Pantego Mosquito Control Plan.**

Mr. Joyce presented this item to Council giving a brief overview of the topics included in the plan. There was conversation regarding the information on the town's webpage with clarification on the levels and their responses, the affect a neighboring town's test results has on Pantego, and the current contract with Tarrant County. There was much discussion on the requirements, the procedures involved, and the pro's and con's in order to perform the mosquito spraying within the Town utilizing staff. Council will revisit this issue in the budget process for next year's budget.

Councilmember Adair made a motion to approve the Town of Pantego Mosquito Control Plan with the changes discussed regarding a footnote on the surveillance map and suggested wording on page 10 by changing continuous to updated information. Councilmember Barrett seconded this motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

8. Discuss, direct, and consider action on establishing a Town Council Employee Benefits Committee.

Mr. Fielder reminded Council during the budget process this item was discussed and Council would like to look at options for employee benefits in order to remain competitive in the labor market. Since this is a complicated process that will involve significant investigation, staff is requesting the establishment of this subcommittee with two council members to participate with staff by analyzing the information and providing recommendations to Council.

Mayor Paradise would like to be on this committee and expressed Mayor Pro-Tem Brewster is not on a committee and may like to be on this one based on his comments during the budget discussions. In trying to balance Council's responsibilities the subcommittee is limited to three members. Several other Council Members expressed their interest in serving on this committee.

Councilmember Surratt made a motion to approve the Town Council subcommittee for the purpose of employee benefits coordination and investigation. Councilmember Adair seconded this motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Barrett, and Adair.

Nays: None.

Abstentions: None.

Mayor Paradise declared this vote passed unanimously.

SCHEDULED EXECUTIVE SESSION ITEMS

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

Mayor Paradise declared there was no action taken on the Executive Session items following the discussion during the work session.

COUNCIL INQUIRY

Councilmember Surratt inquired on the fire hydrant at Bowen Rd. and Pioneer Parkway that was presumably hit by a vehicle.

Councilmember Funderlic informed Council he will not be able to make the meeting tomorrow night and inquired on any solicitation permit requests being received since the passing of the ordinance.

Town Council Minutes
October 27, 2014

Mayor Paradise inquired on the Lion's Club Food Drive and announced the Mayoral Kettle Challenge is scheduled for December 13th.

Councilmember Barrett made an inquiry on several of the businesses around town that have closed.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 8:56 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

Town Council Minutes
October 28, 2014

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

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

Melody Paradise
Russ Brewster
Fred Adair
Don Surratt
Jane Barrett

Mayor
Mayor Pro-Tem
Council Members

Members absent:

Don Funderlic

Council Member

constituting a quorum. The following staff members were present:

Matt Fielder
Julie Arrington
Chad Joyce

City Manager
City Secretary
Community Development Director

Also in attendance:

None.

SPECIAL SESSION 6:30 P.M.

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

1. Discuss and review major revisions to the Town of Pantego Municipal Code of Ordinances Chapter 14 Zoning.

Mr. Joyce presented this item explaining Council has two items. One is the current ordinance and the other is the proposed ordinance. A review sheet outlining the sections with changes was also given. He explained the proposed ordinance stating which area is part of the existing ordinance and which area is from the engineering firm or him. Mr. Joyce presented an outline for topic discussions per meeting. Council discussed the following sections: General Provisions, Definitions, Administration, and Zoning Regulations.

Council requested more clarification in the Purpose section and the reason for the adequate light and air wording. They proceeded to discuss the definitions by gaining clarification and revising some definitions. There was discussion on the Administration section with clarification of the Zoning Administrator, the information concerning Boards and Commissions in Chapter 1 versus chapter 14, the power of the Planning & Zoning Commission and the Zoning Board of Adjustments, the variance process in regards to the regulations of this ordinance, and nonconforming uses. There was much discussion on the Council Considerations located in the Administrative Process section of the proposed ordinance. Council debated the amount of time allowed to file a protest before the date of the public hearing and the posting of the Notices. There was conversation on the statutory requirements for placing signs on the property subject to the zoning change. Council would like to have signs posted and make it the responsibility of the requestor to post the signs provided by the Town.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 9:34 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

**Planning and Zoning Commission
Minutes August 4, 2014**

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Planning and Zoning Commission of the Town of Pantego, Texas, met in regular session at 7:00 p.m. in the Fire Training Room, 1614 South Bowen Road, Pantego, on the 4th day of August 2014 with the following members present:

**Stephen Smith
John Kushma
John Richards
Randy Siddens
Jason Bergin
Clifton Cassell**

**Chairman
Vice Chairman**

constituting a quorum. Staff present was:

**Chad Joyce
Chelsea Nelson**

**Community Development Director
P&Z Secretary**

(The following items were considered in accordance with the official agenda posted on the 1st day of August 2014.)

REGULAR SESSION 7:00 P.M.

CALL TO ORDER AND GENERAL COMMENTS

Chairman Smith called the regular session to order at 7:02 PM.

PLEDGE OF ALLEGIANCE

Invocation led by Chad Joyce which was followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

1. Approval of Planning and Zoning Minutes

Commissioner Richards made a motion to approve the minutes from July 7, 2014. Commissioner Siddens seconded the motion. The motion passed unanimously.

NEW BUSINESS

- 1. Public hearing and consider a recommendation on Zoning Case Z-203, a proposed Special Use Permit as requested by Ann Farrell (Annie's Freeze) to continue use of a sno cone stand business located at 2304 West Park Row Drive, Tract 1A3, 1A3A, 1A3B, 1A5, 1A5B and 1A5C of the William J Barry survey, Pantego, Tarrant County, Texas. The property is generally located on the south side of West Park Row Drive between South Bowen Road and Milby Road.**

Chairman Smith opened the Public Hearing at 7:06 pm.

No one present to discussed Zoning Case Z-203.

Chairman Smith closed The Public Hearing at 7:07 pm.

**Planning and Zoning Commission
Minutes August 4, 2014**

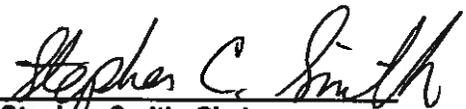
The Board discussed suggested restrictions for the continuation of Ms. Farrell's Special Use Permit and whether to continue the original time limit and the requirement that she remove her trailer for winter months. The board decided to resend the original restriction of removal of the trailer after fourteen(14) days of no business.

Commissioner Richards made a motion to recommend to Council the approval of the Special Use Permit for Zoning Case Z-203 with no restrictions and will only change upon change of ownership.

Commissioner Bergin seconded the motion. The motion passes unanimously.

ADJOURNMENT

Chairman Smith declared the meeting adjourned at 7:17 p.m.


Stephen Smith, Chairman

ATTEST:


Chelsea Nelson, Planning & Zoning Secretary



AGENDA BACKGROUND

AGENDA ITEM: Proclamation

Date: November 4, 2014

PRESENTER:

Melody Paradise, Mayor

BACKGROUND:

Childhood Cancer Awareness Week 2014 – Steven Firestein the Volunteer Director with Kids Cancer Connection, Inc. has requested the Town of Pantego issue this proclamation for the week of November 23-29 as Childhood Cancer Awareness Week.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None.

ATTACHMENTS:

Proclamation for Childhood Cancer Awareness Week



Proclamation

- WHEREAS,** The American Cancer Fund for Children and Kids Cancer Connection report that cancer is the leading cause of death by disease among U.S. children between infancy and age 15. This tragic disease is detected in more than 15,000 of our country's young people each and every year; and
- WHEREAS,** one in five of our nation's children loses his or her battle with cancer. This includes over 250 children from Texas in the next year. Many infants, children, and teens will also suffer from long-term effects of comprehensive treatment, including secondary cancers; and
- WHEREAS,** founded over twenty years ago by Steven Firestein, a member of the philanthropic Max Factor family, the American Cancer Fund for Children, Inc. and Kids Cancer Connection, Inc. are dedicated to helping these children and their families; and
- WHEREAS,** the American Cancer Fund for Children and Kids Cancer Connection provide a variety of vital patient psychosocial services to children undergoing cancer treatment at Children's Medical Center in Dallas, Cook Children's Hospital in Fort Worth, as well as participating hospitals throughout the country, thereby enhancing the quality of life for these children and their families; and
- WHEREAS,** the American Cancer Fund for Children and Kids Cancer Connection also sponsor Courageous Kid Recognition Award ceremonies, community Get Well cards, and hospital celebrations in honor of a child's determination and bravery to fight the battle against childhood cancer.

NOW, THEREFORE, I, MELODY PARADISE, MAYOR OF THE TOWN OF PANTEGO, ALONG WITH THE ENTIRE TOWN COUNCIL, URGE ALL CITIZENS TO JOIN ME IN DECLARING:

**THE WEEK OF NOVEMBER 23-29, 2014
CHILDHOOD CANCER AWARENESS WEEK**

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND
AND CAUSED THE SEAL OF THE TOWN OF PANTEGO TO
BE AFFIXED THIS 10TH DAY OF NOVEMBER 2014.

**MELODY PARADISE
MAYOR**



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on a recommendation of the Planning and Zoning Commission regarding Zoning Case Z-204, a proposed plat as requested by Ann Farrell, for the properties at 1704 and 1706 Nora Drive, Tracts 8A01 and 8A01A of the Nathan Smith Survey, into a single residential lot, Lot 1 of the Farrell Addition, Pantego, Tarrant County, Texas. The property is generally located on the west side of Nora Drive between Peachtree Lane and Rogers Court.

DATE: November 10, 2014

PRESENTER:

Chad Joyce, Community Development Director

BACKGROUND:

See Community Development Staff Report.

FISCAL IMPACT

N/A.

RECOMMENDATION:

Staff recommends approval of this plat as submitted.

ATTACHMENTS:

Community Development Staff Report
Application, Zoning Case Z-204
Location Map
Exhibit A – Combination Plat Lot 1 Farrell Addition

Director's Review: _____ City Manager's Review: <u>MDF</u>



COMMUNITY DEVELOPMENT STAFF REPORT

MEETING DATE: November 10, 2014

ACTION

REQUESTED: Consider approval for a final plat of Lot 1, Block 1 of the Farrell Addition.

PROPERTY

DESCRIPTION: Abstract 1432, Tracts 8A01 and 8A01A of the Nathan Smith Survey, Pantego, Tarrant County, Texas.

PROPERTY

OWNER: Ann Farrell

APPLICANT: Ann Farrell

CURRENT ZONING: R-1 Residential Zoning District

SURROUNDING

ZONING/LAND USE: North – R-1 Residential Zoning District
East – R-1 Residential Zoning District
South – R-1 Residential Zoning District
West – R-1 Residential Zoning District

BACKGROUND/

ANALYSIS: These properties at 1704 and 1706 Nora Drive are mostly undeveloped tracts of land that have not been platted until this point. The new owner of the property is proposing to plat the tracts into one lot to be developed as a single-family property.

REQUESTED

VARIANCES: No variances requested.

DRAINAGE: There is an existing drainage easement on the property that will remain.

UTILITIES: All requests for additional easements for the franchise utilities in Town are included on this plat.

STREETS/SIDEWALKS: There are existing sidewalks in the right-of-way. Additional drive approaches have not been proposed at this point.

RECOMMENDED

ACTIONS: The Town Council has the following options when considering a Final Plat application:

- Approval as submitted;
- Approval with conditions;
- Table to specific date with clarification of intent and purpose; or
- Denial of application.

STAFF

RECOMMENDATION: This application meets the requirements of the subdivision ordinance; therefore staff recommends approval of this plat as submitted.

PLANNING AND ZONING

RECOMMENDATION: The Planning and Zoning Commission voted unanimously to approve this plat.



Town of Pantego
 1614 S Bowen Rd., Pantego, TX 76013
 info@townofpantego.com
 (or) 817-617-3700

FINAL PLAT APPLICATION

APPLICANT INFORMATION

NAME: Ann Farrell DATE: 7/25/14
 ADDRESS: 2304 W. Park Row Suite 7, Pantego Tx 76013
 PHONE: 817-233-5277 FAX: _____

* IF APPLICANT IS NOT PROPERTY OWNER, AGENT AUTHORIZATION FORM MUST BE COMPLETED*

Developer: <u>Same</u> Address: _____ City / State / Zip: _____ Phone / Fax: _____	Agent: _____ Address: _____ City / State / Zip: _____ Phone / Fax: _____
Surveyor: <u>Wier & Associates</u> Address: <u>701 Highlander Blvd. Suite 300</u> City / State / Zip: <u>Arlington Tx 76015</u> Phone / Fax: <u>817-467-7700 / 817-467-7713</u>	Engineer: <u>Same</u> Address: _____ City / State / Zip: _____ Phone / Fax: _____

PROPERTY INFORMATION

THE UNDERSIGNED IS REQUESTING CONSIDERATION OF THE SUBMITTED FINAL PLAT FOR THE FOLLOWING:

ADDRESS OF LOCATION: 1704 + 1706 Nora Drive
 SUBDIVISION NAME: Farrell Addition LOT: 1 BLOCK: 1
 PRESENT ZONING: R-1 ZONING CHANGE REQUESTED: YES NO *if Yes* CASE#: _____
 TOTAL ACREAGE: 1.923 TOTAL NUMBER OF LOTS: 1

DEVELOPMENT INFORMATION

PRESENT USE OF PROPERTY: Single Family Duplex Apartments
 Commercial Industrial Other
 PROPOSED USE OF PROPERTY: Single Family
 DEVELOPER OF PROPERTY WILL BE: Present Owner Purchaser Unknown

CONTINUED

please be aware that the Town does not enforce deed restrictions

- Are there deed restriction pertaining to the intended use of the property? Yes (if so, attach copy) No
- Does this application comply with the Town's master plan? Yes No
- Is any portion of this plat / subdivision subject to floodplain / floodway? Yes No
- Do all lots have access to public streets? Yes No
- Do all lots meet minimum standards? Yes No
- Do street sizes and dimensions meet standards? Yes No

ACKNOWLEDGMENTS

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now or will be fully prepared to present the above proposal at the Planning and Zoning Commission hearing thereon. I understand that if any of the above information is found to be wrong or inaccurate that my application may be removed from consideration prior to the time the application is voted upon by the governing body of the Town. I further acknowledge that attesting to inaccurate or false information on this zoning application can result in conviction of a misdemeanor and fine not to exceed \$2,000.

I understand that in the event the undersigned is not present or represented at the public hearing the Planning and Zoning Commission shall have the power to dismiss this proposal either at the call of the case or after hearing, and such dismissal shall constitute a denial by both the Planning and Zoning Commission and the Town Council.

I reserve the right to withdraw this proposal at any time, except during notice periods, upon written request filed with the City Secretary, and such withdrawal shall immediately stop all proceedings thereon; provided, however, withdrawal filed at any time after the giving of notice of the Planning and Zoning Commission hearing shall constitute a denial by the Commission and the Town Council. I understand that the filing fee is not refundable upon withdrawal of the proposal.

Signature(s):

Owner: *[Signature]* Date: 7.25.14

Applicant: _____ Date: _____

TOWN OFFICE USE ONLY

INITIAL SUBMISSION:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Completed Application | <input type="checkbox"/> Final Plat – 6 copies |
| <input checked="" type="checkbox"/> Application Fee | <input type="checkbox"/> Drainage Plans – 6 copies |
| <input checked="" type="checkbox"/> Tax Certificate | <input type="checkbox"/> Street & Sidewalk Construction Plan – 6 copies |
| <input type="checkbox"/> Certificate by Surveyor | <input type="checkbox"/> Utility Plans – 6 copies |
| <input type="checkbox"/> Certificate of Ownership & Dedication | |

Accepted By: *[Signature]* Date: 7/25/14

FINAL SUBMISSION:

DRC Approved Plat – 15 paper copies and 1 electronic copy (pdf or lif)

Accepted By: _____ Date: _____



TARRANT COUNTY TAX OFFICE

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

RON WRIGHT
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00006518842
AD NUMBER: A1432 8A01A
CERTIFICATE NO 61951687

DATE : 7/24/2014
FEE : \$10.00

PAGE 1 OF 1

COLLECTING AGENCY

RON WRIGHT
PO BOX 961018
FORT WORTH TX 76161-0018

PROPERTY DESCRIPTION

SMITH, NATHAN SURVEY
A1432 TR 8A01A

0001706 NORA DR
0.926 ACRES

REQUESTED BY

ALICE FARRELL

1706 NORA DR
PANTEGO TX 76013

PROPERTY OWNER

FARRELL, ALICE ANN

6 ROGERS CT
PANTEGO TX 76013

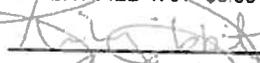
This is to certify that the ad valorem records of the Tarrant County Tax Assessor-Collector reflect the tax, interest, and other statutory fees that have been assessed and are now due to the taxing entities and for the years set out below for the described property herein. The Tarrant County Tax Assessor-Collector makes no certification as to the amount of tax, penalty, interest, or other fees assessed by or due any taxing entity for the year or years for which the Tarrant County Tax Assessor-Collector did not have the statutory duty to collect or keep records of such collection. Additional taxes may become due on the described property, which are not reflected herein, if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions. This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

YEAR	TAX UNIT	AMOUNT DUE
2013	ARLINGTON ISD	0.00
2013	JPS HEALTH NETWORK	0.00
2013	Tarrant County	0.00
2013	TARRANT COUNTY COLLEGE	0.00
2013	TOWN OF PANTEGO	0.00
TOTAL		\$0.00

ISSUED TO : ALICE FARRELL

ACCOUNT NUMBER: 00006518842

TOTAL CERTIFIED TAX: \$0.00

BY:  TARRANT COUNTY TAX OFFICE

BY:  TARRANT COUNTY TAX OFFICE



TARRANT COUNTY TAX OFFICE

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

RON WRIGHT
Tax Assessor-Collector

TAX CERTIFICATE FOR ACCOUNT : 00004185269
AD NUMBER: A1432 8A01
CERTIFICATE NO : 61951703

DATE : 7/24/2014
FEE : \$10 00

PAGE 1 OF 1

COLLECTING AGENCY

RON WRIGHT
PO BOX 961018
FORT WORTH TX 76161-0018

PROPERTY DESCRIPTION

SMITH, NATHAN SURVEY
A 1432 TR 8A01

REQUESTED BY

ALICE FARRELL

0001704 NORA DR
1 ACRES

PROPERTY OWNER

FARRELL, ALICE ANN

1706 NORA DR
PANTEGO TX 76013

6 ROGERS CT
PANTEGO TX 76013

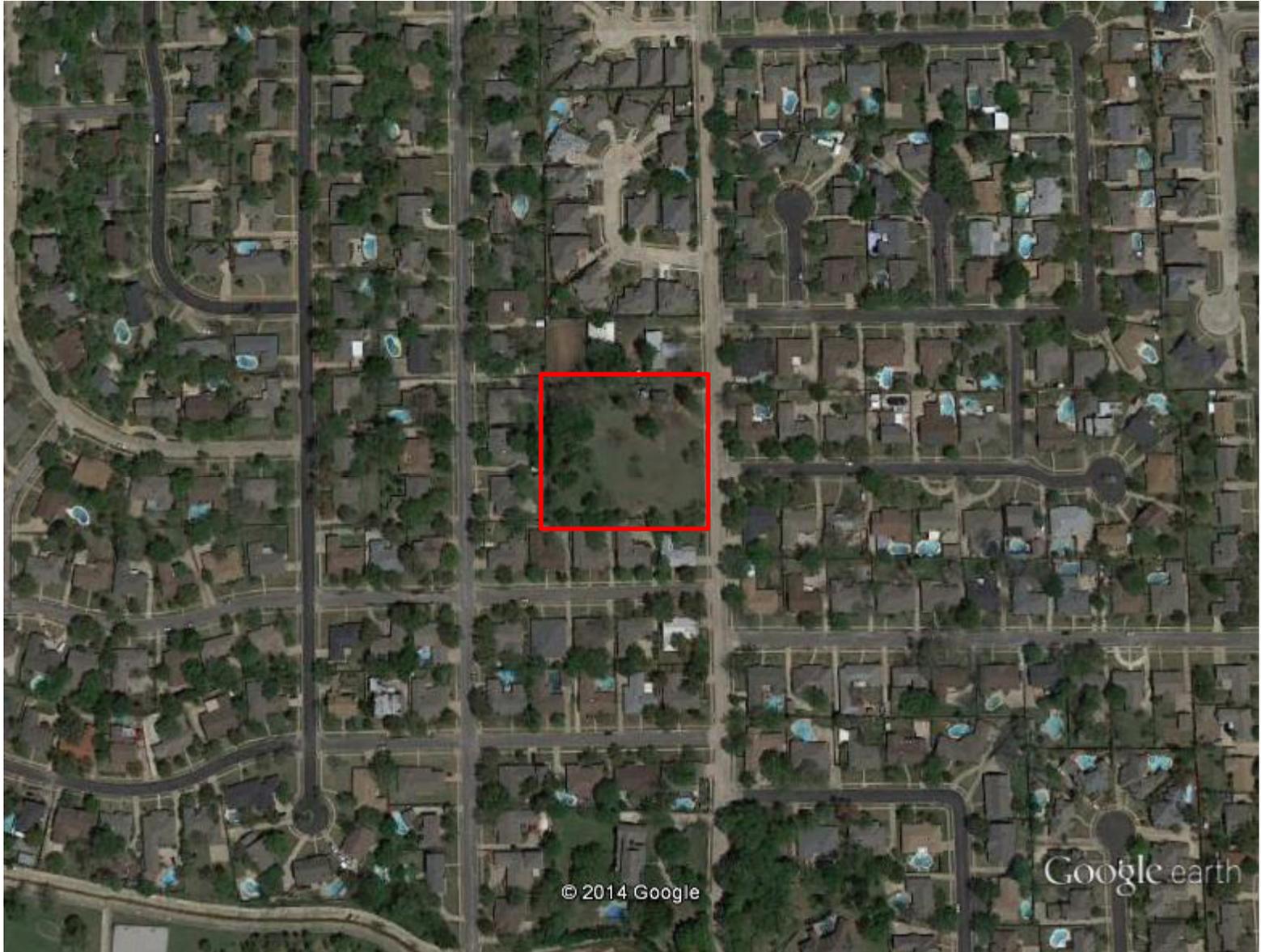
This is to certify that the ad valorem records of the Tarrant County Tax Assessor-Collector reflect the tax, interest, and other statutory fees that have been assessed and are now due to the taxing entities and for the years set out below for the described property herein. The Tarrant County Tax Assessor-Collector makes no certification as to the amount of tax, penalty, interest, or other fees assessed by or due any taxing entity for the year or years for which the Tarrant County Tax Assessor-Collector did not have the statutory duty to collect or keep records of such collection. Additional taxes may become due on the described property, which are not reflected herein if the said described property has or is receiving any special statutory valuations that may trigger tax rollback provisions. This certificate applies to ad valorem taxes only and does not apply to any special assessment levies.

YEAR	TAX UNIT	AMOUNT DUE
2013	ARLINGTON ISD	0 00
2013	JPS HEALTH NETWORK	0 00
2013	Tarrant County	0 00
2013	TARRANT COUNTY COLLEGE	0 00
2013	TOWN OF PANTEGO	0 00
TOTAL		\$0 00

ISSUED TO ALICE FARRELL
ACCOUNT NUMBER 00004185269
TOTAL CERTIFIED TAX \$0 00

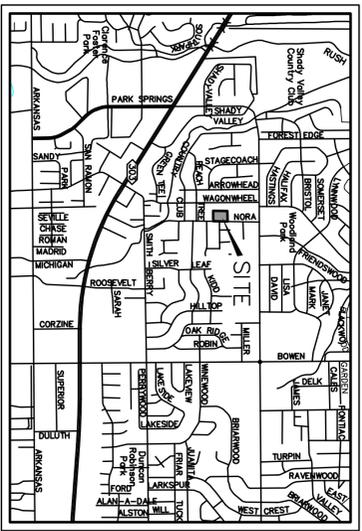
BY:  TARRANT COUNTY TAX OFFICE

BY:  TARRANT COUNTY TAX OFFICE

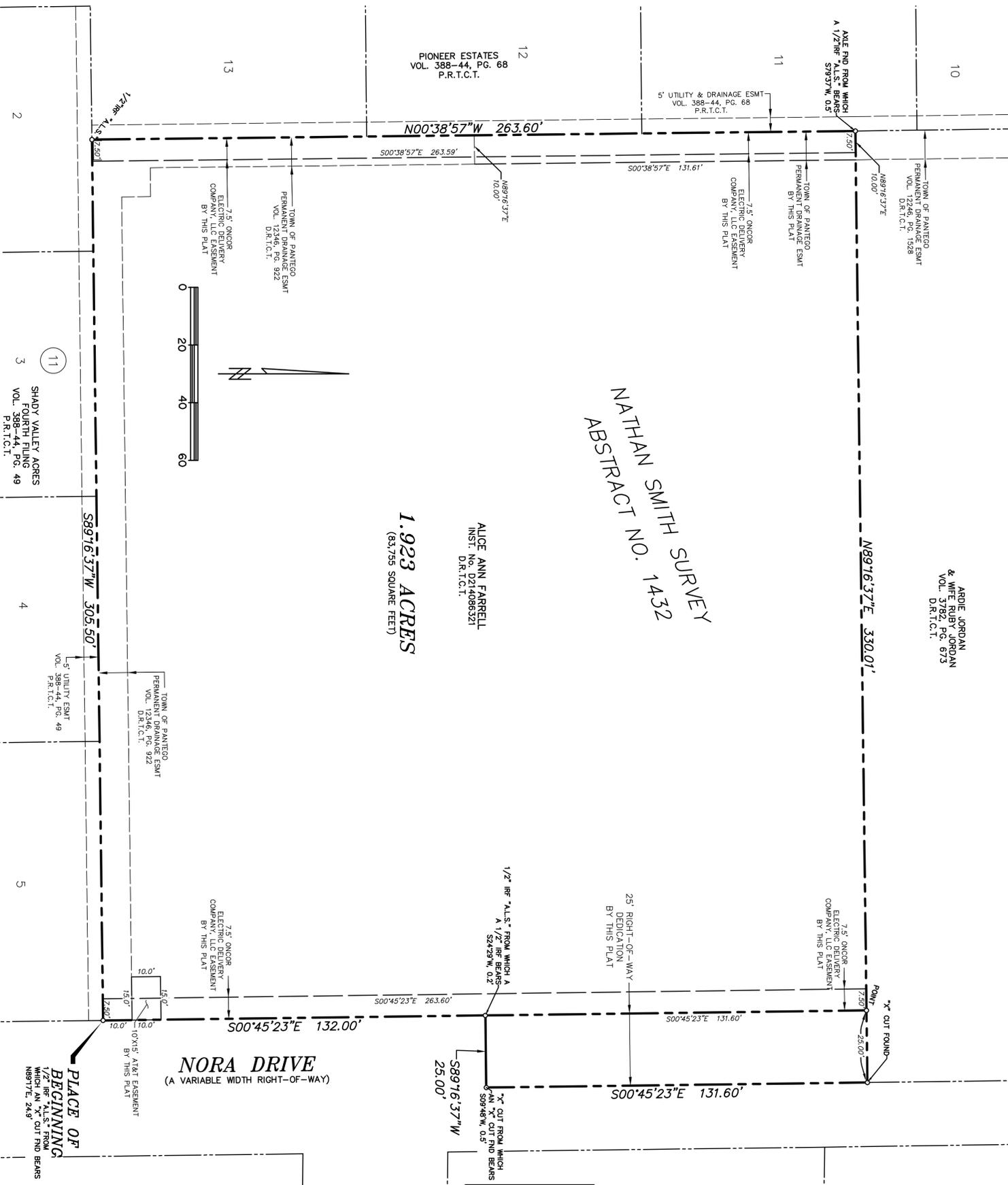


© 2014 Google

Google earth



VICINITY MAP
NOT TO SCALE



1.923 ACRES
(83,755 SQUARE FEET)

NATHAN SMITH SURVEY
ABSTRACT NO. 1432

ALICE ANN FARRELL
INSI: No. D214098321
D.R.T.C.T.

ARDIE JORDAN
& WIFE RUBY JORDAN
VOL. 3782, PG. 673
D.R.T.C.T.

NOTES

1. THIS PLAT DOES NOT ALTER OR REMOVE ANY PREVIOUSLY RECORDED UTILITY EASEMENTS.
2. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW, AND IS SUBJECT TO FINES AND WITH HOLDING OF UTILITIES AND BUILDING PERMITS.
3. ALL OF THIS PROPERTY LIES WITHIN ZONE "X", AND NO PORTION OF THIS PROPERTY LIES WITHIN ZONE "AE". ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM'S FLOOD INSURANCE RATE MAP FOR TARRANT COUNTY, TEXAS, AND INCORPORATED AREAS COMMUNITY-PANEL NUMBER 4943900335K, MAP REVISED SEPTEMBER 25, 2009.
3. ALL 1/2" IRON ROD SET WITH CAP STAMPED "WER & ASSOC, INC" UNLESS NOTED OTHERWISE.
4. ALL BEARINGS CORRELATED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH TEXAS CENTRAL ZONE, 4202, NAD 83, UTILIZING THE RTK NETWORK ADMINSTRATED BY WESTERN DATA SYSTEMS.

TOWN OF PANTEGO
TOWN COUNCIL APPROVAL

PLANNING AND ZONING COMMISSION APPROVAL

MAYOR	DATE
CITY SECRETARY	DATE
CHAIRMAN	DATE

*** L E G E N D ***

IRF	IRON ROD FOUND
IRS	IRON ROD SET
C.M.	CONTROLLING MONUMENT
P.R.C.C.T.	PLAT RECORDS
O.P.R.C.C.T.	OFFICIAL PUBLIC RECORDS
	TARRANT COUNTY, TEXAS

WOOD WIND DR
(A VARIABLE WIDTH RIGHT-OF-WAY)
VOL. 388-53, PG. 35
P.R.T.C.T.

PRELIMINARY
FOR REVIEW PURPOSES ONLY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

GREGG A.E. MADSEN, R.P.L.S. STATE OF TEXAS No. 5798

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT ALICE ANN FARRELL, ACTING BY AND THROUGH HER DULY AUTHORIZED REPRESENTATIVE, DOES HEREBY CERTIFY AND ADOPT THIS PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS LOT 1 FARRELL ADDITION, AN ADDITION TO THE TOWN OF PANTEGO, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS, ALLEYS, AND EASEMENTS SHOWN HEREBY. ALICE ANN FARRELL DOES HEREBY CERTIFY THIS PLAT APPROVED SUBJECT TO ALL PLATTING ORDINANCES, RULES, REGULATIONS AND RESOLUTIONS OF THE TOWN OF PANTEGO, TEXAS.

WITNESS MY HAND, THIS THE _____ DAY OF _____, 20__.

BY: _____ PRINTED NAME AND TITLE OF AUTHORIZED SIGNATORY
STATE OF TEXAS, COUNTY OF TARRANT

AUTHORIZED SIGNATURE

BEFORE THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS ON THIS DAY PERSONALLY APPEARED _____ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20__ A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

COMBINATION PLAT
LOT 1
FARRELL ADDITION

AN ADDITION TO THE TOWN OF PANTEGO, TARRANT COUNTY, TEXAS, BEING 1.923 ACRES OF LAND LOCATED IN THE NATHAN SMITH SURVEY, ABSTRACT NO. 1432 TARRANT COUNTY, TEXAS

OWNER/DEVELOPER:
ANN FARRELL
2304 W. PARK ROW, STE 7
PANTEGO, TEXAS 76013
PH: (817)-238-5277

SURVEYOR:
WER & ASSOCIATES, Inc.
701 HIGHLANDER BLVD, STE 300
AHLINGTON, TEXAS 76015
CONTACT: GREGG A.E. MADSEN
PH: (817) 467-7700
FAX: (817) 467-7713

WER & ASSOCIATES, INC.
PREPARED BY:
ENGINEERS SURVEYORS LAND PLANNERS
701 HIGHLANDER BLVD, SUITE 300 AHLINGTON, TEXAS 76015 (817) 467-7700
Texas Firm Registration No. F-2776 www.werandassociates.com
Texas Board of Professional Land Surveying Registration No. 1003900

DATE: 05-08-2014
SHEET 1 OF 1
W.A. No. 14050

STATE OF TEXAS
COUNTY OF TARRANT

WHEREAS, ALICE ANN FARRELL IS THE OWNER OF A TRACT OF LAND LOCATED IN THE NATHAN SMITH SURVEY, ABSTRACT NO. 1432, IN THE TOWN OF PANTEGO, TARRANT COUNTY, TEXAS, AS RECORDED IN INSTRUMENT NO. D2141285833, OFFICIAL PUBLIC RECORDS, TARRANT COUNTY TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINS AT A 1/2" IRON ROD FOUND WITH A CAP STAMPED "A.L.S." IN THE WEST RIGHT-OF-WAY LINE OF NORA DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY) FROM WHICH ANY CUT FOUND BEARS NORTH 89°17' EAST, A DISTANCE OF 24.9 FEET, AND FROM THE NORTHWEST CORNER OF LOT 1, BLOCK 4, BEARS SOUTH 12°15' EAST, A DISTANCE OF 10.0 FEET, AND FROM THE WEST LINE OF SAID LOT 1, BLOCK 4, BEARS SOUTH 12°15' EAST, A DISTANCE OF 10.0 FEET, AND BEING THE SOUTHWEST CORNER OF SAID ALICE ANN FARRELL TRACT;

THENCE NORTH 00°38'37" WEST ALONG THE COMMON EAST LINE OF SAID PIONEER ESTATE ADDITION AND THE WEST LINE OF SAID ALICE ANN FARRELL TRACT, A DISTANCE OF 263.60 FEET TO AN AXLE FOUND FROM WHICH A 1/2" IRON ROD FOUND WITH A CAP STAMPED "A.L.S." BEARS SOUTH 73°37' WEST, A DISTANCE OF 0.5 FEET, OF A TRACT OF LAND DESCRIBED IN A DEED TO ARDIE JORDAN & WIFE RUBY JORDAN RECORDED IN VOLUME 3782, PAGE 673, DEED RECORDS, TARRANT COUNTY, TEXAS;

THENCE NORTH 89°16'37" EAST ALONG THE COMMON SOUTH LINE OF SAID ALICE ANN FARRELL TRACT AND THE NORTH LINE OF SAID ALICE ANN FARRELL TRACT, A DISTANCE OF 330.01 FEET TO AN "X" CUT FOUND IN SAID NORA DRIVE, SAID "X" CUT BEING THE SOUTHEAST CORNER OF SAID ARDIE JORDAN TRACT AND THE NORTHEAST CORNER OF SAID ALICE ANN FARRELL TRACT;

THENCE ALONG THE SAID NORA DRIVE AS FOLLOWS:

SOUTH 00°45'23" EAST, A DISTANCE OF 131.60 FEET TO AN "X" CUT FOUND FROM WHICH AN "X" CUT FOUND BEARS SOUTH 16°10' WEST, A DISTANCE OF 0.5 FEET;

SOUTH 89°16'37" WEST, A DISTANCE OF 28.00 FEET TO A 1/2" IRON ROD FOUND WITH A CAP STAMPED "A.L.S.", FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 16°15' WEST, 0.3 FEET;

SOUTH 00°45'23" EAST, A DISTANCE OF 132.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.923 ACRES (83,755 SQUARE FEET) OF LAND, MORE OR LESS.

SURVEYORS STATEMENT:
KNOW ALL MEN BY THESE PRESENTS: GREGG A.E. MADSEN, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THE FIELD NOTES MADE A PART THEREOF FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN IN ACCORDANCE WITH THE PROVISION PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF PANTEGO, TEXAS.

LOTS 1-20, BLOCK 4
FOREST MILL ADDITION
FOURTH INCORPORATION
VOL. 388-53, PG. 35
P.R.T.C.T.

LOTS 1-20, BLOCK 4
FOREST MILL ADDITION
FOURTH INCORPORATION
VOL. 388-53, PG. 35
P.R.T.C.T.

PLACE OF BEGINNING
FROM WHICH ANY CUT FOUND BEARS NORTH 7°49' EAST, A DISTANCE OF 24.9 FEET

WOOD WIND DR
(A VARIABLE WIDTH RIGHT-OF-WAY)
VOL. 388-53, PG. 35
P.R.T.C.T.

TOWN OF PANTEGO
PERMANENT DRAINAGE ESMT
VOL. 12346, PG. 922
D.R.T.C.T.

SHADY VALLEY ACRES
FOURTH EILING
VOL. 388-44, PG. 49
P.R.T.C.T.

TOWN OF PANTEGO
PERMANENT DRAINAGE ESMT
VOL. 12346, PG. 922
D.R.T.C.T.

TOWN OF PANTEGO
PERMANENT DRAINAGE ESMT
VOL. 12346, PG. 1528
D.R.T.C.T.

PIONEER ESTATES
VOL. 388-44, PG. 68
P.R.T.C.T.

MALE END FROM WHICH
A 1/2" IRON ROD BEARS
S79°37'W, 0.3



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on the Cancellation of the December 22, 20104 Town Council Meeting.

Date: November 6, 2014

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

Council holds their Council Meetings every second and fourth Monday of the month. The second Council meeting for the month of December will be held on December 22, 2014. This is three days before Christmas. This item is for Councils consideration.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None.

ATTACHMENTS:

None.



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on the Republic Waste Services Invoice for clean up after the October 2, 2014 storm.

Date: November 10, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Republic Waste Services has submitted the attached invoice for the cost of providing additional trucks during the cleanup of the storm that hit Pantego on October 2nd. It is presented for Council's consideration.

FISCAL IMPACT:

\$2,680.83

RECOMMENDATION:

Approval of the payment of the invoice for \$2,680.83.

ATTACHMENTS:

Invoice
Letter from Vince Hrabal
Republic Agreement

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



INVOICE

"We'll handle it from here."™

1212 Harrison Ave.
Arlington, TX 76011
(817) 734-3679

November 6, 2014
1014-1
Oct 2014 Storm Clean Up

Bill To:

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

DESCRIPTION	AMOUNT
<i>Numebr of Trucks Deployed</i>	5.0
<i>Hours per Truck</i>	3.5
Total Hours	17.5
Billable Rate Per Hour	153.19
Invoice Amount 2,680.83	

Make all checks payable to **Republic Services, Inc.**

If you have any questions concerning this invoice, contact William Mathias, (817) 734-3679,
wmathias@republicservices.com

THANK YOU FOR YOUR BUSINESS!



October 23, 2014

Mr. Matt Fielder – City Manager
Town of Pantego, Texas
1614 South Bowen Rd
Pantego, TX 76013

Re: Storm Brush Collection

Dear Mr. Fielder:

Per your request, I have prepared the attached invoice regarding the collection of storm related brush and debris removal resulting from the storm event that occurred October 2, 2014.

On Thursday, October 9, 2014 we mobilized 5 rear loading collection vehicles, each staffed with a driver and two helpers. These crews worked a total of 17.5 hours that day and collected about 160 compacted yards of debris weighing approximately 700 tons.

The billable price per hour is \$153.19 for these services, which results in a total cost of \$2,680.83

We appreciate the opportunity to work in conjunction with the City in providing the necessary services resulting from this unfortunate event.

Please feel free to contact me with any questions or comments.

Respectfully,

Vince Hrabal
Municipal Service Manager
Republic Services

SOLID WASTE COLLECTION AND RECYCLING AGREEMENT
BY AND BETWEEN
THE TOWN OF PANTEGO
AND
REPUBLIC WASTE SERVICES OF TEXAS, LTD.

THE TOWN OF PANTEGO, a municipal corporation of Tarrant County, Texas, hereinafter called "TOWN", acting herein by and through its duly authorized City Manager, and, REPUBLIC WASTE SERVICES OF TEXAS, LTD., 1212 Harrison Ave., Arlington, Texas 76011, hereinafter called "CONTRACTOR", for and in consideration of the mutual covenants and agreements herein recited, do hereby covenant and agree as follows, to wit:

I. TERM

THE TOWN, to the extent lawfully authorized by the constitution, statutes, and laws of the State of Texas, hereby grants the CONTRACTOR the exclusive right to use the public streets, alleys, and thoroughfares within its corporate limits for the purpose of engaging in the business of collecting Acceptable Waste for a period of five years from the Effective Date of this Agreement and shall terminate June 30, 2018. This Agreement may be renewed for an additional five years, upon agreement of the parties hereto and subject to the conditions, covenants and limitations set forth hereinafter. Such renewal shall be effective upon the execution of a separate written document signed by duly authorized representatives of the parties hereto.

II. EFFECTIVE DATE

The services for the collection and disposal of Acceptable Waste, excluding Recyclable Materials collection and processing from the Residential Customers, provided by CONTRACTOR pursuant to this Agreement shall begin July 1, 2013. The services for the collection and processing of Recyclable Materials from Residential Customers provided by CONTRACTOR shall begin January 1, 2014.

III. GRANT

For and in consideration of compliance by CONTRACTOR with the covenants and conditions herein set forth and the ordinances and regulations of TOWN governing the collecting and disposal of refuse, TOWN hereby authorizes CONTRACTOR to use the public streets, alleys and thoroughfares within the Franchise Area for the purpose of engaging in the business of collecting and delivering for disposal Acceptable Waste (the "Authorization").

IV. DEFINITIONS

The following definitions are applicable to this Agreement:

Acceptable Brush: Tree trimmings that are bundled in lengths no more than four feet (4') and no more than fifty (50) pounds in weight.

Acceptable Waste – The term "Acceptable Waste" means any non-hazardous Garbage, Trash, Debris, Brush, Bulky Waste, Dead Animals, Stable Matter, Yard Waste, Recyclable Materials and other refuse

which CONTRACTOR is legally permitted to accept for collection and delivery for disposal pursuant to the terms of its operating permit(s), including, but not limited to Commercial Waste, Industrial Waste and Residential Waste, but excluding Unacceptable Waste.

Bags - The term "Bags" means disposable plastic sacks designated to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. The total weight of the Bag and its contents shall not exceed fifty (50) pounds. The Bags are to be furnished by the Generator of the waste. All Bags used at a Residential Unit or a Commercial or Industrial Unit receiving hand collect refuse services shall conform to the ordinances and regulations of TOWN.

Brush - The term "Brush" means cuttings or trimmings from trees, shrubs or similar materials which are not susceptible to placement in disposable containers.

Bulky Waste - The term "Bulky Waste" means old appliances, discarded furniture, old wooden fence panels, (panels need to be cut in half and shall not exceed four (4) feet in length), small amounts of discarded construction materials (excluding brick, rock, dirt, concrete, roofing materials or other materials or debris too heavy to be placed in Bags) and other Acceptable Waste materials as may be agreed upon by TOWN and CONTRACTOR and adopted by TOWN ordinance but excluding Unacceptable Waste.

Bundle - The term "Bundle" means Yard Waste, newspapers and/or, magazines, stacked together forming a bundle approximately four (4) feet or less in length, but not to exceed one (1) cubic yard in size and fifty (50) pounds in weight per pick-up.

Commercial and Industrial Unit - The term "Commercial and Industrial Unit" means all premises, locations or entities, public or private, requiring refuse collection within the limits of the Franchise Area, and not a Residential Unit. The term "Commercial and Industrial Unit" shall include any multi-family housing unit which utilizes one or more Commercial Containers.

Commercial Container - The term "Commercial Container" means metal receptacles designated to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Commercial Customer - The term "Commercial Customer" means any owner or occupant of a Commercial and Industrial Unit, except any owner or occupant of a Commercial or Industrial Unit receiving bagged hand collection services.

Commercial Waste - The term "Commercial Waste" means all types of Acceptable Waste generated or discarded by stores, offices, restaurants, warehouses, multi-family housing units which utilize Commercial Containers and other non-manufacturing activities at Commercial and Industrial Units, excluding Residential Waste and Industrial Waste. The term "Commercial Waste" shall include Construction and Demolition Debris.

Construction and Demolition Waste - The term "Construction and Demolition Waste" means Acceptable Waste resulting from construction or demolition projects; including all materials that are directly or indirectly the by-products of construction work or that results from the demolition of buildings and other structures; including, but not limited to, paper, cartons, gypsum board, wood, a excelsior rubber, bricks and plastics.

Customer – The term “Customer” means any Commercial Customer and any Residential Customer.

Dead Animals - The term “Dead Animals” means animals or portions thereof equal to or less than ten (10) pounds in weight that have expired from any cause.

Debris - The term “Debris” means dirt, concrete, rocks, bricks or other waste building materials.

Disposal - Disposal shall mean and include any and all applicable processing.

Disposal Site - The term “Disposal Site” means a refuse depository, including but not limited to, Sanitary Landfills (as defined herein), transfer stations and incinerators, licensed, permitted or approved to receive for processing or final disposal Acceptable Waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits and/or approvals.

Environmental Laws – The term “Environmental Laws” means all applicable laws, directives, rules, ordinances, codes, guidelines, regulations, governmental, administrative or judicial orders or decrees or other legal requirements of any kind, including, without limitation, common law, whether currently in existence or hereafter promulgated, enacted, adopted or amended, relating to safety, preservation or protection of human health and environment (including ambient air, surface water, groundwater, land or subsurface strata) and/or relating to the handling, treatment, transportation or disposal of waste, substances or materials (whether hazardous or non-hazardous), including, without limitation, any matters related to the release and/or threatened release of hazardous or non-hazardous waste, materials and substances.

Fees and Taxes – The term “Fees and Taxes” means any federal, state, local or other taxes, assessments, fees, host charges, surcharges or similar charges directly or indirectly related to the acceptance and/or disposal of Acceptable Waste that are imposed on CONTRACTOR by law, ordinance, rule, regulation and/or agreement with a governmental authority, whether imposed retroactively or prospectively.

Force Majeure – The term “Force Majeure” means any event reasonably beyond the control of either party (and not caused by the fault or negligence of such party) and relied upon by such party as justification for delay in, or as excuse from complying with, any obligation required of such party under this Agreement, including, without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) war, terrorist attack, rebellion, sabotage, or riot; or (iii) any act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates or otherwise affects this Agreement, the operation of, or any permits or licenses associated with or related to the acceptance, collection, transportation and/or disposal of Acceptable Waste or processing of Recyclable Materials. In the event of a Force Majeure, TOWN and CONTRACTOR hereby agree to negotiate in good faith to determine an adjusted rate of compensation resulting from the changed circumstances brought on by the Force Majeure. Such adjustment to the consideration shall be determined pursuant to Sections 13 and 14. No contingency under this paragraph shall excuse the TOWN from its obligation to make prompt payment of monies due and owing for services rendered.

Franchise Area - The term “Franchise Area” means (1) the boundaries of the corporate limits of TOWN; and (2) the incorporation by TOWN of additional geographical areas; and (3) the annexation or other changes to TOWN’S jurisdiction over a portion of realty that is located in TOWN as of the Effective Date and any premises located within the “Extra Territorial Jurisdiction” of TOWN that

TOWN may prescribe to CONTRACTOR hereinafter for the provision of refuse services pursuant to this Agreement.

Garbage - The term "Garbage" means solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

Generator - The term "Generator" means any person, firm, corporation or other entity, by site or location, whose act or process produces solid waste or refuse.

Hazardous Waste - The term "Hazardous Waste" means any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substances, regulated under or pursuant to any Environmental Laws. The term Hazardous Materials also includes any pollutant, contaminant, hazardous or toxic substance, constituent or material, including, without limitation, petroleum products and their derivatives, or other substance that is, on or after the Effective Date of this Agreement, deemed hazardous by any judicial or governmental entity, body or agency having jurisdiction to make that determination. The term "Hazardous Waste" shall be construed to have the broader, more expansive definition where a conflict exists in the definitions of "Hazardous Waste" employed by two (2) or more governmental entities having concurrent or overlapping jurisdiction over Hazardous Waste.

Industrial Waste - The term "Industrial Waste" means any Acceptable Waste resulting from or incidental to any process of industry or manufacturing, mining or agricultural operations. The term "Industrial Waste" shall include Class III Industrial Solid Waste (as defined under Title 30, Part 1, Chapter 330, Subchapter A, Rule 330.2 of the Texas Administrative Code), but shall exclude Unacceptable Waste and Class I Industrial Solid Waste and Class II Industrial Solid Waste.

Recyclable Materials - The term "Recyclable Materials" means recyclable materials and recovered materials, including, without limitation, newsprint; cardboard; chipboard; office paper; magazines; aluminum beverage containers; steel tin cans; clear, brown and green glass; #1, #2 and #3 HDPE and PET plastic; and other recyclable materials which are from time to time designated by mutual written modification of this Agreement or by amendment of TOWN'S ordinances. The term "Recyclable Materials" specifically excludes any Unacceptable Waste.

Recycling Bin - The term "Recycling Bin" means an eighteen (18) gallon plastic container, to be used for the storage and placement of Recyclable Materials at a Residential Unit.

Recycling Cart - The term "Recycling Cart" means a sixty-five (65) gallon plastic wheeled container, to be used for the storage and placement of Recyclable Materials at a Residential Unit.

Residential Customer - The term "Residential Customer" means any owner or occupant of a Residential Unit and any owner or occupant of a Commercial or Industrial Unit receiving bagged hand collection services.

Residential Waste - The term "Residential Waste" means all Acceptable Waste that is placed in Bags or disposable containers, Bulky Waste or Bundles generated, produced or discarded by a Generator at a Residential Unit.

Residential Unit - The term "Residential Unit" means a dwelling located within the Franchise Area occupied by a person or group of persons, including, but not limited to, apartments, condominiums, mobile homes and single family residences. The term "Residential Unit" specifically excludes any multi-family housing unit which utilizes one or more Commercial Containers. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Sanitary Landfill - The term "Sanitary Landfill" means a controlled area of land upon which solid waste is disposed of in accordance with standards, rules or orders established by law and regulated by the Texas Commission on Environmental Quality.

Stable Matter - The term "Stable Matter" means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Trash - The term "Trash" means all solid waste (as defined in the Municipal Solid Waste Management Regulations of the Texas Department of Health) other than Garbage, Debris and Brush.

Unacceptable Waste - The term "Unacceptable Waste" means any and all waste that CONTRACTOR is not authorized to accept for collection and delivery for disposal pursuant to its permits and licenses, including, without limitation, highly flammable substances, Hazardous Waste, certain pathological and biological wastes, explosives, radioactive materials and any other materials deemed by federal, state or local law, or in the reasonable discretion of CONTRACTOR, to be dangerous or threatening to health or the environment or CONTRACTOR'S operations.

Yard Waste - The term "Yard Waste" means leaves, yard and garden debris and brush, including clean woody vegetative material not greater than six (6) inches in diameter that results from landscaping maintenance and land clearing operations, including, without limitation, Brush. The term specifically excludes grass clippings, stumps, roots or shrubs with intact root balls and Unacceptable Waste.

V. Contractor's General Duties and Obligations

It shall be the duty and obligation of Contractor to perform the following services:

(a) The Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, landfill and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from accounts serviced by Contractor in accordance with this Contract. Collection of garbage shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak or scatter any waste within the limits of the Town nor while in route to the disposal site.

(b) Due to the street size variations in the city, the Contractor shall provide equipment that will accommodate such public streets and alleys. Special collections shall be made using appropriate equipment. Contractor will train drivers to protect Pantego streets and not make sudden braking stops that will damage street surfaces.

(c) All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number, and unit number legible from one hundred fifty

feet (150'). All vehicles and equipment shall be of a uniform color, and the exterior of the vehicle and equipment shall be in good condition. No advertising, except the company logo, shall be permitted on vehicles. All collection equipment shall be maintained in a safe and efficient working condition throughout the term of the Agreement. Such vehicles shall be maintained through a regular preventative maintenance program and washed and painted as often as necessary to preserve and present a well-kept appearance. Vehicles are to be washed on the inside a minimum of once a month and disinfected if requested by the Town.

(d) The Town may inspect Contractor's vehicles at any time upon reasonable advance notice to insure compliance of equipment with Contract or require an equipment replacement schedule to be submitted to Town.

(e) Contractor will dispose of in a legal manner, all Acceptable Waste, and other waste materials collected.

(f) Contractor agrees to establish daily routes and special schedules for the collection of Acceptable Waste other waste materials as necessary to fulfill the requirements of this contract. Further, Contractor will utilize written or electronic route books for use in the collection of Acceptable Waste from all customers. A copy of each route book currently in use by Contractor will be provided to the Town and updated when changed so that Town shall at all times have full knowledge of the designated route to be followed by Contractor. The Town shall have the right to require alteration of service to any premises where unsightly or unsanitary conditions have resulted from inadequate commercial containers or an insufficient number of collections.

(g) Contractor agrees, at its own expense, to maintain a toll-free telephone number and to provide that telephones be answered from 8:00 A.M. to 5:00 P.M., Monday through Friday; and 8:00 A.M. to 12:00 P.M. on Saturday, excluding Holidays defined herein, for the purpose of handling complaints and other calls regarding Acceptable Waste and/or recyclable collection service. During these hours, a mechanical answering machine may not be used. Contractor may, however, use a mechanical answering machine to take messages at all other times.

(1) The Contractor shall keep competent personnel in the office during the time the office is required to be open to the public, and the office personnel shall have authority to represent the Contractor in its relations with the public.

(2) The Contractor shall also provide the Town a telephone number by which the Contractor can be contacted for after-hours' emergencies.

(3) The Contractor shall keep and maintain in the office a daily log in both electronic and paper form in a format acceptable to Town of all the service calls and complaints, and shall show the nature of the call complaints or communication and nature and time of the disposition thereof by the Contractor. The Town shall have the right to inspect the daily log at any reasonable time.

(h) Contractor shall employ sufficient numbers of employees to meet its obligations under this Contract and employ only superintendents, supervisors, and workers who are careful, competent and fully qualified to perform the duties or tasks assigned to them and shall secure the summary dismissal from work under this contract of any person or persons employed by Contractor in or about

or on the work who shall misconduct themselves or be incompetent, disrespectful, intemperate, dishonest, or otherwise objectionable or neglectful in the proper performance of their duties or who shall neglect or refuse to comply with or carry out the directions of Contractor. All workers shall have sufficient skill, ability, and experience to properly perform the work assigned to them and operate any equipment necessary to properly carry out the performance of their assigned duties. Contractor shall perform driving record checks of all drivers working within the city with said checks to be updated every twelve (12) months or as frequently as required by Department of Transportation Regulations. Contractor shall remove any driver with an unsafe driving record from working within the Town.

(i) Contractor shall provide evidence indicating that it has the right to use a landfill site for the purpose of this Contract for the entire period of this Contract and any agreed extensions thereto. Contractor agrees to indemnify and hold Town harmless from any liabilities to the extent caused by the negligence or willful misconduct of Contractor. As between the Town and the Contractor, once waste is picked up by the Contractor, all Acceptable Waste shall be the sole responsibility of the Contractor. Hazardous waste and other items prohibited by state, federal, or local regulation from placement in landfills shall not be knowingly or intentionally placed in a landfill by Contractor. If such hazardous or prohibited waste or any other form of Unacceptable Waste is inadvertently placed in a landfill by Contractor, the Contractor shall not be precluded from seeking remedies, including but not limited to damages, due the Contractor from the depositor or generator of such hazardous, prohibited or otherwise Unacceptable Waste.

(j) Contractor may cancel collection services on only the following holidays: Labor Day, Fourth of July, Thanksgiving, Christmas Day and New Year's Day. Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection services for the holiday, but such decision in no manner relieves the Contractor of its obligation to provide residential collection services twice per week and recycling collection services once per week.

(k) Contractor agrees to provide a citizens drop-off convenience center at the Arlington Landfill. Each resident will be allowed one free trip to the Arlington Landfill each year beginning January 1, 2014. The free allowance is limited to a standard size pick-up load or a trailer load with a length of no more than eight feet (8'). Side boards on pick-ups or trailers will not be allowed. With the annual free trip, each resident shall be allowed to deliver up to two automobile tires (less than twenty-two inches 22" in diameter) at no cost. After the initial free trip, residents will have dumping privileges at this site where residents will be permitted to dispose of household trash or debris at the costs set forth in the Exhibit B, the Landfill Rate Sheet. Residents shall first obtain a coupon from the Town to receive their annual free trip and must present the coupon to the scale attendant upon arrival at landfill.

(l) The parties agree that notwithstanding anything to the contrary in the Contract, Contractor shall have no obligation to collect Unacceptable Waste. Title to and liability for such Unacceptable waste shall at no time pass to Contractor.

VI. Contractor's Collection Duties and Responsibilities

(a) Residential Collection.

(1) The Contractor shall provide curbside collection service for Residential Waste (including Acceptable Brush) on a two day schedule with all residential customers receiving service twice per week on a Tuesday/Friday schedule. Contractor shall

collect all Residential Waste, (with the exception of Brush and Bulky Waste, which is provided for below), placed in authorized bags or bins placed at curbside by 7:00 A.M. on the designated collection day. Contractor shall pick up all garbage on the designated collection day no later than 7:00 PM.

(2) Contractor shall provide curbside collection of Acceptable Brush and Bulky Waste during the regular residential collection frequency at a rate of up to one (1) cubic yard per resident per collection provided that same are prepared according to specifications provided herein.

(3) Contractor shall make collections with a minimum of noise and disturbance to the householder. This work shall be done in a sanitary manner. Any Solid Waste spilled by Contractor shall be picked up immediately by the Contractor's employees.

(b) Curbside Recycling

(1) Recyclable commodities for each residential premise shall be serviced once per week.

(2) CONTRACTOR shall provide an eighteen gallon recycling bin to each Residential Customer. After the initial distribution of Recycling Bins to residents, CONTRACTOR shall deliver at no charge, a Recycle Bin to new residents moving into a Residential Unit of the Town where there is no existing Recycling Bin located on the premises. Residential Customers shall contact CONTRACTOR to request a repair or replacement of damaged, lost or stolen Recycling Bins.

(3) Contractor shall also provide the Town a recycling report detailing volume collected and participation rate on a monthly basis. The participation rate will be estimated by Contractor based on the weight of recyclable materials collected.

(4) The following materials shall be included in the recycling program:

- Office Paper
- Newsprint
- Magazines and Catalogs
- Aluminum Beverage Cans
- Steel/Tin Cans
- Glass - Clear, Brown, and Green
- HDPE & PET Plastic Bottles #1 through #7
- Household Paper Products to include junk mail, envelopes, cereal boxes, cardboard, chipboard, and telephone books

(6) The Contractor shall be responsible for transporting the recyclable materials to a processing site and must have established buyers or markets for the recyclables. The Contractor may be required to identify the buyers of the recyclables upon request by the Town. To the fullest extent possible, recycling materials should be protected against

contaminates that require disposal at the landfill. The Contractor shall be totally responsible for the processing and marketing of all recyclable materials collected pursuant to the Contract.

(7) If Contractor's employees determine that the recyclable materials set out by the resident are unacceptable due to the inappropriateness of the materials, Contractor will leave the inappropriate materials in the bin. A sticker shall be attached to the bin explaining the reason the materials were rejected. Contractor will not be required to collect recyclable materials mixed with garbage or rubbish normally collected by Solid Waste collecting crews.

(c) **Commercial and Industrial Collections.**

(1) **Commercial Container Specifications:** Contractor agrees to make commercial containers available for storage of Commercial Waste, Construction Debris, and/or debris, as the case may be, available upon request of the owner or occupant of any premises (at such owner's or occupant's expense) within the corporate limits of Town, excluding single family and two family residences. The commercial containers provided by Contractor shall be (i) equipped with suitable covers to prevent blowing or scattering of Solid Waste while being transported for disposal of their contents, (ii) maintained in good repair, appearance, and in a sanitary condition, and (iii) clearly marked with Contractor's name and telephone number in letters not less than two (2) inches in height. If collection is from a commercial container, that container should be located on a concrete pad to accommodate collection equipment.

(2) **Frequency of Commercial Front Load Collections:** Contractor agrees that the frequency of collections shall be as is mutually agreed upon by Contractor and the commercial customer, provided, however, collection service shall be at least once per week to maintain the premises free of accumulation of waste.

Contractor shall notify Town if the size and number of commercial containers and frequency of pickup at a commercial site are insufficient to avoid an unsightly accumulation of Solid Waste or fire hazards or an accumulation of flies, rodents, scavengers and unnecessary odors.

(3) **Frequency of Commercial Roll Off Collections:** Contractor agrees that the frequency of collection shall be as is mutually agreed upon by Contractor and the Commercial Roll Off customer, provided, however, that Contractor shall notify Town if collection service are not scheduled so as to maintain the premises free of accumulation of Acceptable Waste or fire hazards or an accumulation of flies, rodents, scavengers and unnecessary odors.

(d) **Town Collections.**

(1) The Contractor shall make, at no charge to the Town, the collection, transportation, and disposal of the Town's Acceptable Waste accumulated by the Town at Town owned, operated, or other Town designated sites.

(2) The Contractor shall provide, at no charge to the Town, eight (8) roll off hauls annually for the Town's twice annual community clean-up events. The Town shall designate the location and dates for such events.

(3) The Contractor shall provide special event type boxes for trash removal and recycling services for the Town's annual Pantego Fest Celebration.

(4) Household Hazardous Waste Event – Contractor agrees to provide one annual Household Hazardous Waste event whereby Contractor will arrange to supply the necessary labor, equipment and proper disposal of materials collected. Town agrees to provide a staging area for the event and provide citizen notification of the event. Details of the annual event and a list of materials collected are described further on Exhibit C attached hereto.

VII. INDEPENDENT CONTRACTOR

CONTRACTOR covenants and agrees that it is an independent contractor, and not an officer, agent, servant or employee of TOWN; that CONTRACTOR shall have exclusive control of and the exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants, if any; that the doctrine of respondeat superior shall not apply as between TOWN and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants, if any; and nothing herein shall be construed as creating a partnership or joint enterprise between TOWN and CONTRACTOR.

VIII. CONSIDERATION

CONTRACTOR shall receive, in consideration of the performance of this Agreement, the following:

- a. Residential Service - For each Residential Customer, an amount per month as set forth in Exhibit A (in total, the "Residential Rates").
- b. Commercial Service - For each Commercial Customer, the charges depicted in Exhibit A for the applicable type and level of service, as rendered by CONTRACTOR, less the Franchise Fee payable to TOWN under Section V of this Agreement, (in total, the "Commercial Rates," together with the Residential Rates, the "Collection Rates").
- c. In the event of any increased operational expenses incurred by CONTRACTOR after the date hereof caused by (i) the adoption or change (including a change in interpretation or enforcement) of any Environmental Laws, whether imposed retroactively or prospectively, or (ii) any federal, state, local or other taxes, assessments, fees, host charges, surcharges or similar charges (including, without limitation, any fuel-related taxes), other than Fees and Taxes, imposed upon CONTRACTOR by law, ordinance, rule, regulation and/or agreement with a governmental authority, whether imposed retroactively or prospectively, CONTRACTOR shall have the right to submit a request to TOWN in writing for a corresponding increase in the Collection Rates mutually

acceptable to the parties, and the parties shall negotiate in good faith to come to an agreement in writing concerning any such increase in the Collection Rates.

- d. The parties agree and acknowledge that CONTRACTOR shall provide TOWN with evidence of any such Fees and Taxes and increased operational expenses as provided in (a), (b) and (c) above at least forty-five (45) days prior to the implementation, or requested implementation, as the case may be, of any such increase(s) in the Collection Rates.
- e. Annual Adjustments. CONTRACTOR shall be allowed to increase the Collection Rates beginning July 1, 2014, and annually thereafter by the "CPI" (as defined below); The CPI will be the Consumer Price Index for All Urban Consumers (CPI-U, Series ID CUURA316SA0, CUUSA316SA0) for the Dallas-Fort Worth, Texas Area. Contractor shall submit to TOWN by ~~August~~ 1st each year the adjusted Rates based on the percentage increase in the CPI. The Rates established hereunder shall be adjusted upward by the percentage change CPI. If the Index Value has remained constant or decreased from the prior year, the rate will remain unchanged from the prior year. The period used for calculating the increase percentage shall be the May Index from the prior year through the May Index of the current year.

Example:

Base Month – March 2013 – Index value = 220.227

Current period – March 2014 – Index value = 225.335

Change in Index value = 5.108 (225.335-220.227)

Percentage change in Index value = 2.30% (5.108/ 200.227)

Under this example, the Collection Rates will increase by 2.30% effective on July 1.

CONTRACTOR will not be allowed to adjust the residential recycling rate until July 1, 2015.

- f. Other Adjustments. In addition to the provisions above, any time during the Term of this Agreement, CONTRACTOR may, at its option, submit a request in writing for any other adjustment in the established Collection Rates for refuse collection and disposal service. CONTRACTOR shall furnish evidence as to the need for such adjustment (such evidence to be made available to TOWN personnel at CONTRACTOR'S premises at a time mutually agreeable to each party; provided, however, no originals or copies of such documents shall be removed by TOWN personnel from the premises); and TOWN, upon investigation and consideration of the circumstances surrounding the request, may approve or disapprove such request, having due regard for such other factors as TOWN may deem relevant. CONTRACTOR shall, upon request of TOWN timely made, furnish all data to it bearing on the requested adjustment in the Collection Rates.

IX BILLING; PAYMENTS

Residential Billing - The Town is hereby designated as the billing and collection agent for the residential collection services and the commercial hand collect customers provided herein. The Town agrees to provide Contractor with a computer printout establishing the amount of the residential billings by the Town each month, said printout to be provided and any amounts due to Contractor to be paid to Contractor no later than the twentieth (20) day of month following the month billed.

Commercial Billing - Contractor shall be responsible for billing and collection of funds for commercial collection services. Contractor agrees to provide the Town with a monthly report detailing the amounts billed and collected from the commercial and roll off customers collected each month. Contractor shall remit five percent (5%) of the total dollar amount collected for the monthly franchise fee to be provided to the Town no later than the twentieth (20) day of the month following the month that services were rendered. Contractor shall be allowed to assess administrative fees for delinquent payments and reinstatement of service for commercial customers whose service was interrupted for non-payment. Such fees shall be as stated on Exhibit A, the Rate Sheet.

X. INDEMNIFICATION; INSURANCE

The Contractor shall obtain and maintain in full force and effect for the duration of this Contract and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the Town in the following types and amounts. Any of the insurance coverage required herein may in part, or in whole, come from self funded, ERISA, or self insurance plans:

	TYPE	AMOUNT
(a)	Worker's Compensation or statutory equivalent and Employer's Liability	Statutory \$100,000/500,000/100,000
	TYPE	AMOUNT
(b)	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Advertising Injury f. Contractual Liability	Combined single limit for bodily injury and property damage in the amount of \$1,000,000 per occurrence or its equivalent.

	TYPE	AMOUNT
(c)	Comprehensive Automobile insurance, including coverage for loading and unloading hazards, for: a. Owned/Leased Vehicles b. Non-owned Vehicles c. Hired Vehicles	Combined single limit for bodily injury and property damage in the amount of \$5,000,000 per accident or its equivalent.

(d) Certificates of Insurance: Upon execution of this Agreement, and annually thereafter, Contractor agrees to provide certificates of insurance evidencing that Contractor has obtained insurance of the type and in the amount required herein. Contractor further agrees to provide thirty (30) days notice to the Town for cancellation, non-renewal, or material change in coverage and ten (10) days notice for cancellation, non-renewal or material change in workers' compensation coverage. In the event of such notice, Contractor agrees to promptly provide Certificates of Insurance evidencing that the Contractor has obtained insurance of the type and in the amount required herein.

(e) Additional Policy Endorsements: The Town shall be entitled, upon request, and without expense, to receive copies of endorsements to the policies. The Town may review the Policy limits every three years, and at such times the Policy limits may be reasonably adjusted, provided such adjusted limits are available, and any additional premium cost may be passed through to customers if approved by the Town in accordance with Section V(b). Upon such request by the Town, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverage and shall pay the cost thereof.

(f) Required Provisions: The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- (1) Name the Town of Pantego and its officers, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;
- (2) Provide for thirty (30) days notice to the Town for cancellation;
- (3) The Contractor agrees to waive subrogation against the Town and its officers, employees, and elected representatives for injuries including: death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance except for cases involving the sole negligence of the Town;
- (4) Provide that all provisions of this Contract concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
- (5) For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: Continuous coverage for the life of the Contract, plus one (1) year (to provide coverage for the warranty period), and an extended

discovery period for a minimum of three (3) years which shall begin at the end of the warranty period; and

(g) Notices: The Contractor shall notify the Town in the event of any change in coverage and shall give such notices in writing no less than thirty (30) days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

XI. Termination

If at any time Contractor shall fail to substantially perform terms, covenants, or conditions herein set forth, Town shall notify Contractor by certified mail addressed to the Contractor at the address set forth herein of specific reasons in support of Town's claim that Contractor has breached the terms and provisions of the Contract. Contractor shall be allowed ten (10) days from the date of receipt of notice to remedy any failure to perform and provide written documentation of such remedy. Should the Contractor fail to remedy issues related to the breach of said Contract conditions, then a hearing shall be held by the Town. Should Town deem failures to be corrected, no hearing shall be held.

A notice shall be sent to Contractor no later than five (5) days before a hearing is scheduled. The notice shall specify the time and place of the hearing, and shall include the specific reasons in support of Town's claim that Contractor has breached the terms and provisions of the Contract. Contractor shall be allowed to be present, and shall be given the full opportunity to present its reasons why the Contract should not be terminated and answer such claims that are set out against said Contractor. If the Town Council makes a finding that the said Contractor substantially failed to perform its duties as specified in the Contract, the Town Council may terminate the Contract. If the Town Council so terminates the Contract, nothing herein waives Contractor's ability to claim or assert that the Town's termination was wrongful and/or a breach of this Contract in a court of law. Further, Contractor reserves the right to disagree with the findings of the Town Council.

Nothing herein waives or impairs Contractor's rights to terminate the Contract pursuant to law upon a material breach by the Town. Provided, however, Contractor shall notify Town by certified mail addressed to the Town at the address set forth herein of specific reasons in support of Contractor's claim that Town has breached the terms and provisions of this Contract. Town shall be allowed ten (10) days from the date of receipt of notice to remedy any alleged breach. Should the Town fail to remedy issues related to the alleged breach of said Contract conditions, then Contractor may terminate. Nothing herein waives Town's ability to claim or assert that Contractor's termination was wrongful and/or a breach of this Contract.

In the event of an event of Force Majeure, either party may suspend the other party's rights pursuant to this Agreement, and the suspending party shall not have any liability to the other party due to such event of Force Majeure or such suspension, and, furthermore, in the event that an event of Force Majeure continues unabated for a period of sixty (60) days and renders either party unable, wholly or in part, to carry out any material part of its obligations under this Agreement, then either party shall have the right to terminate this Agreement and shall not have any liability to the other party due to such event of Force Majeure or such termination; provided, however, that CITY shall remain liable to pay CONTRACTOR for services rendered and each party shall remain liable for its indemnification obligations set forth in this Agreement.

XII. Miscellaneous

(a) **Compliance with laws.** Contractor hereby agrees to comply with all applicable federal, state, and local laws including the Fair Labor Standards Act, and rules, regulations orders and decrees of the Texas Department of Health, the Texas Natural Resource Conservation Commission, and the United States Environmental Protection Agency or their successors. Contractor shall indemnify and hold harmless the Town, its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, regulations, ordinances, orders, or decrees, whether such violation was by Contractor, its agents or employees, or any subcontractor or assignee. Contractor shall not be required to collect or dispose of any oil, sludge, fecal material or any radioactive, pathological, toxic, acidic or volatile material, or other hazardous waste, improper waste, or Unacceptable Waste from any commercial or residential customer. Should Contractor elect to dispose of such materials, Contractor shall receive a fee or charge mutually acceptable to Contractor and to the party requesting disposal of such materials. Should Contractor elect to dispose of such materials, Contractor shall take such steps and precautions as are required by the applicable laws governing disposal of such material.

Contractor shall at all times observe all Town ordinances controlling or limiting those engaged in performing work under this contract; provided, however, that nothing contained in any ordinance now in effect or hereafter adopted pertaining to the collection of Acceptable Waste or other trash shall in any way be construed to affect, change or modify or otherwise alter the duties, responsibilities and operation of Contractor in the performance of the terms of this contract. It is the intention hereof that Contractor be required to perform the terms of this contract regardless of the effect of interpretation of any municipal ordinance which in any way relates to Acceptable Waste or other trash.

(b) **Assignment of Contract:** The Authorization and this Agreement, and any and all rights and obligations hereunder, shall not be assigned by CONTRACTOR without approval by the Pantego Town Council, which approval shall not be unreasonably withheld, delayed or qualified.

(c) **Multiple Originals:** This contract is executed in multiple originals, each of which shall be deemed for all purposes to be an original, and all of which are identical.

(d) **Paragraph Headings:** The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this contract.

(e) **Successors and Assigns:** All of the terms, covenants, and agreements contained herein shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

(f) **Notices:** Notices by either party to the other party shall be sufficient if sent by certified mail, postage paid, return receipt required, addressed to the other party at the addresses designated below each party's signature hereunder.

(g) **Venue and Choice of Law:** The parties acknowledge that this Contract is fully performable in Tarrant County. Should any action, whether real or asserted, at law or in equity, arise out of terms and conditions of this contract, venue for said action shall be in Tarrant County, Texas and this Contract shall be construed under the substantive laws of the State of Texas excluding its choice of law provisions.

(h) **Governmental Powers:** It is understood and agreed that by execution of this contract, the Town does not waive or surrender any of its governmental powers.

(i) **Taxes:** Contractor shall pay all federal, state and local taxes including sales tax, social security, worker's compensation, unemployment insurance and any and all other required taxes which may be chargeable against Contractor for its labor, material, equipment, real estate and any other items necessary to and in performance of this contract.

(j) **Licenses, Permits, and Fees:** Contractor agrees to obtain and pay for all licenses, permits, certificates, inspections and all other fees required by law or otherwise necessary to perform the services prescribed hereunder. Contractor shall also pay, at Contractor's own expense, all disposal fees associated with the collection, removal and disposal of Acceptable Waste.

(k) **Sovereign Immunity:** Nothing contained within this Contract shall be deemed a waiver of Town's sovereign immunity.

(l) **Construction:** The parties acknowledge that they are each represented by counsel and have had sufficient opportunity to review this Contract. Therefore, the parties agree that nothing in this Contract will be construed against the drafter.

(m) **Town Emergency Contact:** The Town agrees to provide Contractor with the name and phone number of the employee Contractor should contact after hours should an emergency arise.

(n) **Town Enforcement:** To the extent authorized by law, Town agrees to use its best efforts to ensure that Commercial and Industrial customers utilize Contractor's services.

Executed in duplicate originals on the dates hereinafter indicated, but effective as of July 1, 2013.

TOWN OF PANTEGO

By Thomas D. Smith
City Manager

Date 7/8/13

REPUBLIC WASTE SERVICES OF TEXAS, LTD.

By [Signature]
General Manager AREA PRESIDENT

Date 7-19-13

ATTEST:

[Signature]
Town Secretary

**EXHIBIT "A"
RATE SHEET**

Contract for Residential and Commercial Solid Waste and Recycling Collection

Between

The Town of Pantego and Republic Waste Services of Texas, Ltd.

Effective July 1, 2013

RESIDENTIAL RATES

Residential Curbside – 2 times per week \$7.72 per month
 Residential Recycling – 1 time per week \$2.20 (effective January 1, 2014)

Commercial Hand Load – 2 times per week \$12.61

Brush Chipper Service \$110.00 per hour (30 minute minimum)
 Brush or Bulk P/U (Excess) \$110.00 per hour (30 minute minimum)

COMMERCIAL FRONT LOAD RATES

Size	Frequency of Collection						
	1x week	2x week	3x week	4x week	5x week	6x week	Extra
2yd	\$58.32	\$96.23	\$135.61	\$169.14	\$208.53	\$274.14	\$18.95
4yd	\$94.79	\$141.44	\$192.47	\$246.42	\$303.29	\$395.16	\$26.25
8yd	\$141.44	\$237.68	\$291.62	\$373.82	\$470.97	\$599.30	\$36.45
4yd Pkr	\$135.61	\$268.30	\$402.44	\$540.98	\$675.12	\$809.26	\$30.63
6yd Pkr	\$204.14	\$406.83	\$610.96	\$813.63	\$1,017.78	\$1,221.90	\$48.12
8yd Pkr	\$269.76	\$542.43	\$812.18	\$1,083.40	\$1,354.60	\$1,625.81	\$62.71
2yd Rec	\$30.63	\$46.67	\$62.71	\$78.74	\$94.79	\$110.82	\$18.95
4yd Rec	\$46.67	\$77.29	\$107.90	\$138.53	\$169.14	\$199.78	\$26.25
8yd Rec	\$77.29	\$131.23	\$185.18	\$239.13	\$293.09	\$347.03	\$36.54

Miscellaneous Commercial Front Load Charges

Containers with casters \$ 5.30 per month
 Locks or gates \$ 2.87 per lift
 Locking bar charge \$96.43 (installation)
 Obstruction charge/Return trip \$14.58 per trip
 Delivery Fee \$46.39 per container

Burned Container Fees

2 YD \$ 51.69
 4 YD \$ 66.29
 8 YD \$ 98.10

COMMERCIAL ROLL OFF RATES

SIZE	TYPE	DELIVERY	RENTAL MONTHLY	RATE PER HAUL	DEPOSIT
30 YD	OPEN	\$66.29	\$141.83	\$182.93	OPEN
40 YD	OPEN	\$66.29	\$172.33	\$209.45	OPEN
42 YD -BODY	PACKER	OPEN	\$267.77	\$222.70	OPEN
30 YD	PACKER	NEGO	NEGO	\$202.82	NEGO
30 YD-TA	PACKER	NEGO	NEGO	\$251.86	NEGO

Miscellaneous Roll Off Charges

Landfill Rate per Ton	\$26.05
Trip/Dry Run Charge	\$66.29
Relocate Fee	\$66.29

Burned Container Fee

30 YD	\$176.31
40 YD	\$238.61
42 YD	\$281.02
Packer	\$334.26

Late and reinstatement fees for commercial and roll of customers.

Late Fees - The greater of \$5.00 or 1.5% of customers monthly invoice.

Reinstatement Fee - \$35.00 per occurrence for customers who had their service discontinued for non-payment.

EXHIBIT "B"
LANDFILL RATE SHEET

Pantego, Texas - Landfill Rate Sheet

ARLINGTON LANDFILL, 800 Mosier Valley Road, Arlington, TX
(Leased and Operated by Republic Waste Services of Texas, Ltd.)

GATE RATE SCHEDULE
(Effective July 1, 2013)

Trash Disposal	
Vehicle Size	Pantego Residents
	Must Show Proof of Residence, Valid Drivers License Required
Automobiles, Station Wagons, Pickups (with no sideboards)	\$10/each
Pickups or Automobiles with Trailers attached, Less Than 8 Feet in Length (with no sideboards on pick-up or trailer)	\$10 for p/u load and \$10 for trailer load
Pickup and Trailers, Less Than 8 Feet in Length with After Market Sideboards Attached to Truck or Trailer	\$40/ton \$40 Minimum
Pickups or Automobiles with Trailers Attached, Greater Than 8 Feet in Length	\$40/ton \$40 Minimum
Semi-trailers, Dump Trucks and Trucks Larger Than Pickups	\$40/ton \$40 Minimum
Special Item Disposal	
Tarp Charge for Improperly Tarped Vehicles - <u>State Regulation</u>	\$12/Vehicle
Automobile / Pickup Tires (NO Rims)	\$8/each - Limit of 4
Large Truck Tires (NO Rims)	\$15/each - Limit of 4
Large Tires with Rims	Not Accepted
Agricultural Tires (NO Rims)	\$175/each - Limit of 2

Livestock	\$10/each
Clean Dirt	No Charge
Special Handling Charge (rootballs, etc.)	\$60 per load
Brush Processing	
Grass & Leaves only (Customer to de-bag on site)	No Charge
Pantego Residents	\$5/cy \$20 Minimum

THE FOLLOWING WASTES ARE PROHIBITED FROM DISPOSAL AT ARLINGTON LANDFILL:

Lead Acid Batteries, Used Oil Filters, Tires, Liquids, Pesticides, CFC, PCB, Regulated Hazardous Waste

Note: Disposal rates set forth above apply to Pantego residential customers only, schedule is not applicable for commercial contractors.

EXHIBIT C – HOUSEHOLD HAZARDOUS WASTE EVENT

Household Hazardous Waste Materials

Event Hours - 8:00 am - 2:00 pm

Disposal of Waste Flammables (55 Gallons)	2-Drums
Disposal of Waste Toxic Liquids (55 Gallons)	1-Drum
Disposal of Waste Toxic Solids (55 Gallons)	1-Drum
Disposal of Waste Corrosive Acidics (55 Gallons)	1-Drum
Disposal of Waste Corrosive Basic (55 Gallons)	1-Drum
Disposal of Waste Latex paints (55 Gallons)	6-Drums
Disposal of Waste Oxidizers (30 Gallons)	1-Drum
Disposal of Waste Non RCRA Liquids (55 Gallons)	2-Drums

Includes Two Hazmat Technicians

Includes Transportation

Additional charges apply for quantities exceeding the above amounts

E-Waste Materials

Accepted Electronics for Recycling

- Computers (Desktops & Laptops)
- Printers (Ink or Toner)
- Ink/Toner Cartridges
- Computer Accessories (Mice, Keyboards, Webcams, Speakers, Microphones etc.)
- Computer Monitors (CRT, LCD, LED)
- Televisions (CRT, LCD, LED, Plasma, 3D)
- Microwave Ovens (Non PCB)
- Copiers/Fax Machines
- Typewriters
- Telephones
- Cell Phones & Chargers
- GPS Units
- Pagers
- PDA's
- Tablets
- Answering Machines
- MP3 Players
- Scanners
- Radios/Boomboxes/CD Players etc.
- Storage Devices (External Hard Drives, Solid State Drives, SD Cards, Memory Cards, Card Readers, etc.)
- Audio Equipment (Speakers, Microphones, DJ Equipment, Receivers, Recording Devices, Headphones, etc.)
- Video Equipment (Cameras, Video Cameras, Web Cams, Recording Devices, etc.)
- Communications Equipment
- Medical Testing Equipment
- Laboratory Equipment
- Circuit Boards
- Cables, Wires, Power Cords, Power Strips

- Most home appliances (no refrigerators)
- Anything else with a circuit board or a cord!

Not Acceptable

- Freon Containing Devices/Materials (Refrigerators, Air Conditioners, De-Humidifiers)
- Household Hazardous Waste Materials
- Materials Containing Liquids
- Yard Equipment
- Gas Powered Equipment
- Items Leaking Fluid
- Radioactive Materials
- PCB Containing Materials*
- Large Appliances (Stoves, Washers, Dryers, Dishwashers)



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on an update from Alan Plummer Associates regarding the Lane Well.

Date: November 10, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Alan Plummer Associates, Inc., was retained to analyze the failure of the Lane Well in June. In addition to other services, they were to identify the cause of the failure and to provide a recommendation to correct it. A representative will be at the meeting to provide an update to Council on their findings to date.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A