



Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

November 24, 2014

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

COUNCIL MEMBERS:

Fred Adair
Don Funderllc
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
 - Fiber Optic Update
2. Approval of Bills Payable and Purchase Orders in excess of \$1,000.
A summary of invoices, purchase orders, and applicable copies are included in the agenda packet.
3. Approval and Acceptance of Minutes
Approval of Town Council Minutes:
 - Town Council minutes from November 10, 2014
 - Town Council minutes from November 11, 2014Acceptance of Minutes of Boards and Commissions:
 - CRB minutes from October 7, 2014
4. Discussion on a presentation of the Arlington Chamber of Commerce Activities.

REGULAR SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

INVOCATION BY: Councilmember Surratt

PLEDGE OF ALLEGIANCE

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

COUNCIL LIAISON TO BOARD REPORT

- Community Relations Board
- Pantego Youth Leadership Council

PEDC REPORT

CITIZENS OPEN FORUM

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

APPROVAL OF CONSENT AGENDA ITEMS

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

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

5. Discuss, direct, and consider action on a proposal from Flair Events for PantegoFest 2015.

6. Discussion on a presentation by the University of Texas Arlington School of Urban and Public Affairs regarding the results of the community survey.
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 a recommendation by the Town Engineer regarding drainage issues on Rogers Court.
9. Discuss, direct, and consider action on the scheduling of additional Zoning Ordinance review meetings.

COUNCIL INQUIRY

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

ADJOURNMENT

CERTIFICATION

Prepared and posted in accordance with Chapter 551 of the Texas Government Code. I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside window of a display cabinet at the Town Hall of the Town of Pantego, Texas, a place of convenience and readily accessible to the general public at all times, and said Notice was posted by the following date and time: Friday, November 21, 2014 at 5:00 p.m., and remained so posted at least 72 hours before said meeting convened.


Julie Arrington, City Secretary

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

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





City Manager's Report

To: Mayor Paradise and Members of the Town Council

From: Matt Fielder, City Manager

Date: November 24, 2014

Personnel Vacancies

The Police Department continues to have a vacancy for a Dispatcher and Police Officer. The Public Works Department has hired Humberto Marquez, Jr. to fill the reclassified foreman position. He will start work on Monday, November 24th.

Fiber Optic Update

iWerks continues to seek cost information regarding the replacement of the fiber line that connects the Town Hall to the Police Department. The line runs down Bowen Road in a City of Arlington conduit, and our agreement to use it requires that their contractor do the work. We are seeking to have them approve a different contractor than the one who installed it do the work, as the problem appears to have been caused at that time. In addition, they are seeking cost estimates for the installation of an "air fiber" system as a backup.



AGENDA BACKGROUND

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

DATE: November 24, 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 24, 2014:

Professional Services:

- Bill Lane, Attorney
- Alan Plummer Associates, Inc., Engineer

Purchase Orders:

- None

<p>Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval 11/24/2014</p>
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<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Bill Lane, Attorney	\$1,837.50	November 2014 Invoice
Alan Plummer Associates, Inc.	\$1,631.50	October 2014 Engineering Services
Alan Plummer Associates, Inc.	\$1,775.50	August 2014 Engineering Services (Recvd 11-13-14)
Alan Plummer Associates, Inc.	\$1,946.99	August 2014 Engineering Services (Recvd 11-13-14)

<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>
Verizon Wireless	\$1,442.00	November 2014 Cell Phone Bill
Time Warner Cable	\$2,266.39	Telephone Bill Thru 12/16/14
Commerce Bank	\$3,631.44	November Credit Card Expenses
City of Arlington	\$7,577.39	October 2014 Wastewater Services
Iwerk	\$2,882.50	October 2014 Tech Support Services
Wells Fargo	\$1,445.54	October 2014 Copier Lease Payment
Tarrant Appraisal District	\$4,454.57	Annual Charge for Property Appraisals
City of Arlington	\$1,131.00	November 2014 Radio Lease Payment

BILL LANE

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

DATE: October 12, 2014

Bill To:
VIA FACSIMILE 817-261-4538
Matt Fielder
City Manager
Town of Pantego
1614 S Bowen Road
Pantego, Texas 76013

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

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

RECEIVED
11/6/14



1320 South University Drive, Suite 300
Fort Worth, Texas 76107

October 24, 2014
Project No: 1329-005-01
Invoice No: 000000036543
Project Manager: Brian Wright
Total Contract: 21,004.00

Town of Pantego
1614 South Bowen Road
Pantego, TX 76013

Project 1329-005-01 Well Improvement Evaluation

Professional Services through October 24, 2014

Phase A Well Improvement Evaluation

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager Wright, Brian	4.25	218.00	926.50	
Senior Electrical Engineer Moseley, Patrick	3.00	235.00	705.00	
Totals	7.25		1,631.50	
Total Labor				1,631.50
		Total this Phase		\$1,631.50
		Total this Invoice		\$1,631.50

Outstanding Invoices

Number	Date	Amount
000000036272	8/22/2014	1,775.50
000000036414	9/26/2014	1,946.99
Total		3,722.49

Billings to Date	Current	Prior	Total	Payments	A/R Balance
	1,631.50	4,985.49	6,616.99	1,263.00	5,353.99

Authorized By: Brian Wright Date: 11/4/14
Brian Wright

RECEIVED
11/13/14



1320 South University Drive, Suite 300
Fort Worth, Texas 76107

August 22, 2014
Project No: 1329-005-01
Invoice No: 000000036272
Project Manager: Brian Wright
Total Contract: 4,500.00

Town of Pantego
Accounts Payable
1614 South Bowen Road
Pantego, TX 76013

Project 1329-005-01 Well Improvement Evaluation

Professional Services through August 22, 2014

Phase A Well Improvement Evaluation

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager Wright, Brian	7.25	218.00	1,580.50	
Project Engineer/Scientist Aldridge, Andrew	1.50	130.00	195.00	
Totals	8.75		1,775.50	
Total Labor				1,775.50
		Total this Phase		\$1,775.50
		Total this Invoice		\$1,775.50

	Current	Prior	Total	Payments	A/R Balance
Billings to Date	1,775.50	1,263.00	3,038.50	1,263.00	1,775.50

Authorized By: Brian Wright
Brian Wright

Date: 11/11/14

RECEIVED
11/13/14



1320 South University Drive, Suite 300
Fort Worth, Texas 76107

September 26, 2014
Project No: 1329-005-01
Invoice No: 000000036414
Project Manager: Brian Wright
Total Contract: 21,004.00

Town of Pantego
Accounts Payable
1614 South Bowen Road
Pantego, TX 76013

Project 1329-005-01 Well Improvement Evaluation

Professional Services through September 26, 2014

Phase A Well Improvement Evaluation

Professional Personnel

	Hours	Rate	Amount	
Senior Project Manager				
Standifer, Ross	5.00	218.00	1,090.00	
Wright, Brian	1.75	218.00	381.50	
Senior Electrical Engineer				
Moseley, Patrick	2.00	235.00	470.00	
Totals	8.75		1,941.50	
Total Labor				1,941.50

Reimbursable Expenses

Reproduction & Print			5.49	
Total Reimbursables			5.49	5.49

Total this Phase \$1,946.99

Total this Invoice \$1,946.99

Outstanding Invoices

Number	Date	Amount
000000036272	8/22/2014	1,775.50
Total		1,775.50

Billings to Date	Current	Prior	Total	Payments	A/R Balance
	1,946.99	3,038.50	4,985.49	1,263.00	3,722.49

Authorized By: Brian Wright Date: 11/11/14
Brian Wright



AGENDA BACKGROUND

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

Date: November 24, 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 November 10, 2014
Town Council minutes from November 11, 2014

CRB minutes from October 7, 2014

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

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 10th day of November 2014 with the following members present:

Melody Paradise
Russ Brewster
Don Funderlic
Fred Adair
Don Surratt

Mayor
Mayor Pro-Tem
Council Member

Members absent:

Jane Barrett

Council Member

constituting a quorum. The following staff members were present:

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

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

Also in attendance:

None.

WORK SESSION 6:30 P.M.

Mayor Paradise called the work session to order at 6:32 p.m.

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

1. City Manager Report

Mr. Fielder informed Council an offer has been extended to a potential employee and the Public Works Director is waiting on the drug screen results. There is still an opening for a dispatcher and police officer.

The Park Row project is waiting on the finalization from the electrical engineer. Mr. Fielder is expecting to have them at the next meeting for discussion.

Mr. Fielder informed Council the Access Enforcer spam filter system was replaced by the MacAfee spam/virus filter. The only remaining task left if to implement the web filtering service.

The Fire Department received notification they will not receive the grant for the Self-Contained Breathing Apparatuses (SCBA) as discussed during the budget. Staff is working on other funding possibilities to bring back to Council for approval.

Mr. Fielder explained the State Comptroller's Office has a certification program for municipality's that have certain documentation on the website for public viewing. The Finance Director is attempting to obtain this certification for the Town of Pantego. You will see more financial information on the website.

Mayor Paradise recognized Mary Jean Maloney with Atmos Energy for her retirement thanking her for her years of service and her replacement Kelly Paclev. Mrs. Maloney thanked the Town for a wonderful 10 years of working together.

2. Monthly Staff Reports

There was discussion on the issues with the air compressor tank used for the filling of the Fire Department's SCBA's.

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

No comments were given.

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

There was a minor change to the front page of the October 27, 2014 minutes changing the Mayor Pro-Tem to Mayor.

Acceptance of Minutes of Boards and Commissions:

- Planning & Zoning minutes from August 4, 2014

No comments were given.

6. Discuss, direct, and consider action on the cancellation of the December 22, 2014 Town Council Meeting.

There was discussion on the availability of the Councilmember's for this meeting. Council agreed to cancel this meeting and move this item to the Consent Agenda.

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

Mr. Fielder informed Council Republic Services did not enforce the requirements outlined within the contract as it pertains to the length, weight, bundling, had a quick response to the Town for brush removal by sending four trucks, and was easy to work with in response to the storm. There was discussion on the responsibility of the contractor and the hourly wage stated within the contract is different from what was actually charged. Council will discuss during the regular session.

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.

Mr. Joyce introduced this item informing Council presently there are two tracks of land on Nora 1704 and 1706 Nora Dr. Ms. Farrell has purchased both tracts and would like to re-plat them as one tract. There was discussion on setbacks and easements. Council clarified the land was never plotted but was surveyed as tracts and filed with the County Clerks Office. There was discussion on drainage and possible issues. Council requested the following changes; adding dimensions to the inlet, correct the "Town of Pantego permanent drainage easement by this plat" needs to be the correct recorded information, confirm the FEMA Map revision date, and the correct spelling of Wood Wind Dr.

Council recessed into Executive Session at 7:15 p.m.

SCHEDULED EXECUTIVE SESSION ITEMS

- The Council will convene in the City Manager's Office pursuant to the Texas Government Code for an executive session on the following items:
 1. Pursuant to Government Code Section 551.071 Litigation Matters, to discuss pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – Van Hoosier
 2. Pursuant to Government Code Section 551.07071 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 reconvened from Executive Session at 7:50 p.m.

Mayor Paradise adjourned the work session at 7:50p.m.

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

Mayor Paradise called the regular session to order at 7: 50 p.m. and welcomed the audience.

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

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

Mayor Paradise informed the audience Councilmember Barrett is out of town for a funeral and Mary Jean Maloney with Atmos Energy will be retiring at the end of the year. She attended the work session to inform Council and introduced her replacement Kelly Paclev. Mayor Paradise wished her well and looks forward to working with Kelly in the future.

Councilmember Surratt thanked the veterans for their service to this country, the Police Department for their assistant to the dog Officer Morgan adopted, and the Fire Department for their Cheers in the Star Telegram.

Mayor Pro-Tem Brewster thanked staff and Council for working together and thanked Officer Morgan for going above and beyond his duties with the adoption of the dog. It is great to see the Cheers for the Fire Department in the newspaper.

Councilmember Funderlic agreed with Mayor Pro-Tem Brewster and Councilmember Surratt.

Councilmember Adair appreciated the work staff has done.

Assistant Chief Coker informed Council the Fire Department will hold an open house for Council before the Council meeting on December 8, 2014 and Chief Griffith will cook chili for dinner.

PROCLAMATION

- Childhood Cancer Awareness Week Proclamation

Mayor Paradise read and presented the Proclamation for the Kids Cancer Connection, Inc.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Mr. Fielder informed Council the Halloween Carnival was a success. The next meeting is scheduled for tomorrow to finalize the plans for the Christmas Tree Lighting. The stocking stuffing event to prepare for the Candy Train is scheduled for Tuesday, November 25, 2014 in the Fire Department Training Room. The Candy Train will be Saturday, November 29, 2014 starting at 3:00 p.m.

Pantego Youth Leadership Council

Mayor Paradise informed the Council next Tuesday PYLC will meet to discuss the Candy Train and the stocking stuffing event. They will learn about what the City Manager and the Finance Director do and their functions in the role of government.

PEDC REPORT

Councilmember Adair informed Council the Board there has not been a PEDC meeting since the last Council meeting.

CITIZENS OPEN FORUM

None.

APPROVAL OF CONSENT AGENDA ITEMS

Mayor Paradise reminded Council item number 6 was moved to the Consent Agenda.

Mayor Pro-Tem Brewster made a motion to approve the Consent Agenda items 1, 2, 3, 4, & 6 with corrections made during the work session. Councilmember Adair seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None

Abstention: None

Mayor Paradise declared the vote passed unanimously.

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.**

This item was discussed during the work session and Mr. Joyce was directed to make the following changes; adding dimensions to the inlet, correct the "Town of Pantego permanent

drainage easement by this plat" needs to be the correct recorded information, confirm the FEMA Map revision date, and the correct spelling of Wood Wind Dr.

Mr. Joyce informed the Council since the work session has verified the spelling of Wood Wind Dr. and the newest FEMA map is 2009. He introduced Annie Farrell, the applicant, to Council. There was clarification on which town code enforces the sidewalks and drive approaches. Ms. Arrington read the caption of the item.

Councilmember Adair made a motion to approve Zoning Case Z-204 with the changes discussed during the work session. Councilmember Surratt seconded the motion.

The Vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

6. Discuss, direct, and consider action on the cancellation of the December 22, 2014 Town Council Meeting.

This item was discussed and passed with the Consent Agenda.

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

This item was discussed during the work session.

Councilmember Surratt made a motion to table agenda item 7 until the November 24, 2014 Council meeting. Councilmember Funderlic seconded the motion.

The vote was as follows:

Ayes: Surratt, Funderlic, Adair, and Brewster.

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

8. Discuss, direct, and consider action on an update from Alan Plummer & Associates regarding the Lane Well.

Mr. Fielder informed Council insurance covered the majority of the costs for the repairs with the exception of the deductible and some maintenance items. He introduced Patrick Moseley with Alan Plummer & Associates to discuss the findings with the well.

Mr. Moseley handed Council an Electrical Technical Memorandum and informed them the issue was not truly an electrical issue. They have reviewed the issues and believe it to be an electrical issue and/or damage to the thrust bearing components ultimately causing pump failure. He explained the temperature relay functioned properly and all motor cables checked out. He went on to explain the expected effects with a typical thrust bearing failure and how this issue followed these chain of events. He is still waiting for the autopsy report from Franklin Motors. He further explained there were errors made in the electrical installation because the electricians followed the recommendations of Franklin Motors for installation. There was no evidence of a phase imbalance.

Town Council Minutes
November 10, 2014

Mr. Moseley recommended installing a meter protection that is compatible with a VFD and installing two electrical leads by replacing just one electrical lead. Council requested Mr. Moseley to present formal recommendations at the next Council meeting.

Council recessed into Executive Session at 7:15 p.m.

SCHEDULED EXECUTIVE SESSION ITEMS

- The Council will convene in the City Manager's Office pursuant to the Texas Government Code for an executive session on the following items:
 1. Pursuant to Government Code Section 551.071 Litigation Matters, to discuss pending or contemplating litigation, settlement offers, and other legal matters that implicates the attorney-client privilege – Van Hoosier
 2. Pursuant to Government Code Section 551.07071 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 reconvened from Executive Session at 7:50 p.m.

Mayor Paradise declared there was no action taken on the Executive Session items 1 and 2.

COUNCIL INQUIRY

Mayor Paradise asked Assistant Chief Reeves if they will escort the Pantego Christian Academy Football Team to I-20 on Friday Morning. Their team has made state playoffs and their first game is in San Antonio.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 8:47 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

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 11th day of November 2014 with the following members present:

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

Mayor
Mayor Pro-Tem
Council Member

Members absent:
None.

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 6:42 p.m.

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

Mr. Joyce provided each Councilmember with a copy of the current Zoning Map and a proposed Future Land Use Plan. There was discussion on the Future Land Use Map, the definition of transition in R-2, and clarification on the changes to the current R-5 designation. Council requested to change transition in the R-2 classification to state "to provide a buffer Churches from permitted to requiring a Special Use Permit in Residential Zones. There was discussion on the definition of conditional use, antenna's, wind driven energy, gas well setbacks, in-law suites, and garage sale requirements. The Council will revisit at a later date the solar energy requirements, and their discussion on Public, Community, and Government building designations. Mr. Joyce was directed to have the town attorney research and report on the deleting of the drilling and production section. There was discussion on the rear setbacks as it relates to allowing residents to add onto their homes and encroach on their property lines. Council would like to change the setbacks from 10 foot to 15 foot in an R-1 designation. There was discussion on the lot coverage illustration provided by the engineer. Mr. Joyce was directed to verify that the existing lot sizes in R-3 will meet the minimum requirements as outlined within this ordinance.

There was discussion on the overall changes becoming more restrictive. Mr. Joyce was directed to ask the town attorney for a better definition for call centers that is less broad and less restrictive. In the future, Council will revisit the call center definition, discuss internet sales, and possibly require a special use permit. Council made the following changes to the C1 district:

Town Council Minutes
November 11, 2014

Assisted Living Facilities, banks, credit unions, and tent sales or sidewalk sales are not permitted. Bed and Breakfast facilities, Laundromats, and hospitals will require a special use permit to be located in the Park Row Corridor or the Pioneer Parkway Corridor. There was clarification between major and minor Building Material/Hardware Sales, major and minor construction shops, and major and minor theaters. Child Care facilities should be allowed to have a special use permit for the Park Row Corridor and the Pioneer Parkway Corridor. There was discussion regarding veterinarian clinics in the Park Row Corridor. Council would like the town attorney to review and recommend any changes to the wind driven energy system section.

There was discussion on commercial antennas, minimum distance requirements on the body art studios, and regulations of gas stations. Council recommended changing the ingress/egress requirements to allow a 24 hour on-duty resident at one main entrance with the other being ingress/egress for emergencies only. Number 18(a) of the Conditional Use Requirements for Restaurants was removed and 18(b) was discussed but left as is written. Council added a definition for maximum lot coverage percentage and verified the lot sizes and setbacks of all districts.

Mr. Joyce informed Council he will provide redlines in a word document on dropbox with updates after each meeting. He will also include a one page summary. The next meeting will be November 25th.

ADJOURNMENT

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

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

**Community Relations Board Minutes
October 7, 2014**

STATE OF TEXAS

COUNTY OF TARRANT

TOWN OF PANTEGO

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

Barbara Rogers	Chair
Chuck White	Vice Chair
Annie Johnston	Secretary
Victoria Roemmich	Treasurer
Leanna Cartier	Board Members
Michael Cartier	
Lothar Heller	
Cal Kost	
Bridgett Potter	

The following staff members were present:

Jennifer Pauley	Staff Liaison
Matt Fielder	City Manager

REGULAR SESSION 7:00

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

PLEDGE OF ALLEGIANCE

OLD BUSINESS

Approval of Minutes: September 2, 2014. Chuck White moves to approve minutes as written and Lothar Heller seconds the motion. The minutes pass.

CITIZENS OPEN FORUM

NEW BUSINESS FOR DISCUSSION, REVIEW, AND APPROVAL

1. Welcome New Members

The Community Relations Board welcomes new members, Leanna and Michael Cartier.

2. Halloween Carnival

The Halloween Carnival will take place on Saturday, October 25 from 5:30-8:00 pm. Tori Roemmich has volunteered to be the event coordinator.

Set up for this event will begin around 10:00am Saturday morning.

Bridgett will be coordinating the cakewalk. Annie Johnston will be coordinator for all games. Chuck White will be scavenger hunt coordinator and will coordinate with Green's Produce for getting decorations to the park. Steve Smith will transport supplies from the red barn to the park on the day of the event.

The event will include the haunted house, cakewalk, carnival games, prize spin wheel, balloon artist, costume contest, carved pumpkin contest. The Lions Club will provide light refreshments.

The CRB has requested help from public works with setting up road barriers and pulling out equipment.

3. Review of Budget, FY 2013-2014 & 2014-2015

The CRB budget for FY 2014-2015 of \$11,500 has been approved.

4. Holiday in the park

The Holiday in the park event will be held on November 29th. The contract with TNT Entertainment for the train and the sleigh has been made. Chuck moved to approve this contract and Tori seconded the motion. The vote passed to approve the contract.

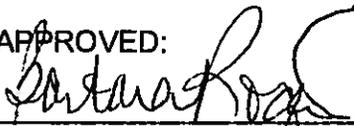
Stocking stuffing will take place on Tuesday, November 25.

CRB MEMBER INQUIRY

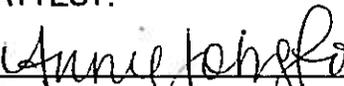
ADJOURNMENT

Chairperson Rogers adjourned the regular session at 8:35 p.m.

APPROVED:


Barbara Rogers, Chair

ATTEST:


Annie Johnston, Secretary





AGENDA BACKGROUND

AGENDA ITEM: Discussion on a presentation of the Arlington Chamber of Commerce Activities.

Date: November 24, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Henry Lewczyk, Vice President of Marketing and Member Business Development for the Arlington Chamber of Commerce, will be present to provide an update on the Chamber's activities and the Town's participation, including the items specified in the membership agreement.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A

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



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on a proposal from Flair Events for PantegoFest 2015.

Date: November 24, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Staff presented a contract for event coordination for PantegoFest 2015 by Flair Events at the November 10th Town Council Meeting. Council tabled it with a request for additional information and consideration of the cost and performance measures. The proposed contract is reduced to \$20,343. Other changes include provisions for financial incentives for exceeding sponsorship and vendor revenues, as well as addressing time spent at Council Meetings as a separate expense outside the “not to exceed” amount.

FISCAL IMPACT:

\$20,343 plus expenses and incentives

RECOMMENDATION:

Approval of the contract

ATTACHMENTS:

Flair Events Contract

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



1040 Falcon Creek Dr
Kennedale, TX 76060

Email: April@FlairFtWorth.com
Web: FlairFtWorth.com
Phone: 817-614-5530

CONTRACT AGREEMENT

A Flair for Elegance, Inc. (dba Flair Events) understands and appreciates the trust and confidence bestowed upon it by the Client for festival management. This commitment is conditioned upon satisfactory agreement of services and receipt of fees set forth below.

This agreement is entered into on this ____ day of _____ 20____, by and between A Flair for Elegance, Inc.(dba Flair Events) a Business, and The Town of Pantego, a Client.

In consideration of the mutual promises set forth hereunder, the sufficiency of which is hereby acknowledged,

Flair Events and Client agree to the following:

- Flair Events promises to provide the following services:
 - Plan and Execute festival management according to the scope of work listed on pages 3 – 5.
- Payment details, incentives and expenses as follows:
 - Flair Events projected total labor not to exceed \$20,343 with the exception of Town Council meetings.
 - Town Council meetings to be billed at the actual hourly rate to include travel time.
 - Incentive to increase sponsor and vendor revenue above 2014 baseline not included in labor cost.
 - Sponsor Baseline: \$18,000 Vendor Baseline: \$6,700
 - Any monies collected in the form of Sponsorship or Festival Vendor above the baseline will be invoiced at 25% above the baseline. (Example: \$2000 additional in sponsorship and vendor funds collected x 25% will be invoiced \$500 above and beyond the “not to exceed” labor cost.)
 - Baseline amounts are not guarantees, only projections based upon previous year experience. Flair Events will do their best to meet and exceed these amounts.
 - Expenses.
 - Expenses for mileage, postage, and printing will be invoiced each month based on actual expenses.
 - Other expenses encountered will be approved by the city manager in writing prior to purchase and reimbursed as invoiced.
 - Flair Events will invoice the client according to the hours worked and expenses incurred monthly and payable by client within 30 days.



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- Flair Events will invoice the client for the Sponsor and Vendor incentive 2 weeks after the event to give reasonable time for a final Sponsor and Vendor revenues to be determined.
- Should additional duties or labor beyond the proposed scope of work be needed an addendum and fees will be agreed upon prior to additional services by representatives of Flair Events being performed.

By signing this contract client understands that client is using Flair Events to help with festival management. The client can cancel at any time in writing, but client agrees that fees paid to date are not refundable in addition to services performed prior to cancellation will be paid as invoiced and agreed upon according to this contract. Client acknowledges Flair Events and its representatives are not liable for the products or services and warranties of participating vendors. Client agrees to pay fees for hours performed regardless of perceived success or failure of planned event. Client understands that it is the clients responsibility to purchase event and liability insurance policies.

Client agrees to indemnify, defend, and hold harmless Flair Events and its trustees, officers, directors, employees and agents, from and against any loss, expense, liability, damage, claim (including reasonable attorneys’ fees) made or brought on for personal injury, including death, that arises from festival activities, negligence or willful misconduct and omission.

This Agreement is entered into on this ____ day of _____, 20____, in the City of _____, the County of _____, the state of _____.

Flair Events

Client

April Coltharp, President
Flair Events

Matthew Fielder, City Manager
Town of Pantego



1040 Falcon Creek Dr
Kennedale, TX 76060

Email: April@FlairFtWorth.com
Web: FlairFtWorth.com
Phone: 817-614-5530

Scope of work for Pantego Fest 2015

Event Services/Operations:

Management	125 hours	Resources	30 hours	Marketing	10 hours
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- Develop business plan, strategies, and budget together with Client
- Ideas for growth, income possibilities, activities and entertainment
- Proposals for infrastructure requirements
- Site Plan
- Coordinate permit requirements with vendors
- Electrical plan
- Develop master festival schedule and timeline
- Ensure safety plan is in place

Vendors:

Management	40 hours	Resources	60 hours	Marketing	0 hours
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- Contact and promote Pantego Fest with local businesses to participate with Pantego Fest as a vendor or sponsor according to business strategy developed with client
- Develop vendor packet and obtain vendors to buy booth space at the festival
- Coordinate with the client for vendor and sponsor payment schedules and receivables
- Communicate and organize booth vendors during planning and at the festival
- Develop a survey for vendors to evaluate the festival

Activities:

Management	32 hours	Resources	16 hours	Marketing	0 hours
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- Identify and attempt to obtain potential activities and community members to help support activities
- Marketing for participants for festival activities as needed
- Obtain bids for contracts as needed for activities for approval

Live Entertainment:

Management	40 hours	Resources	20 hours	Marketing	0 hours
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- Obtain proposals from bands, local groups and businesses, stage, sound and lighting that may provide live entertainment for approval by client
- Develop and manage live entertainment schedule
- Manage agreements and ensure all necessary paperwork is completed by local entertainment to include contracts, letter of intent agreements, hold harmless agreements, and documents required for payment by the Town of Pantego.



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Sponsors:

Management	30 hours	Resources	60 hours	Marketing	0 hours
-------------------	-----------------	------------------	-----------------	------------------	----------------

- Develop sponsorship packet
- Identify targeted businesses
- Work with Town of Pantego employees to have letters mailed for potential sponsors
- Follow up correspondence to obtain sponsorship commitments
- Communicate with sponsors about involvement in the festival
- Facilitate Thank you letters sent by Town of Pantego to all sponsors for the festival.

Marketing:

Management	12 hours	Resources	10 hours	Marketing	60 hours
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- Develop a marketing plan to be approved by Town of Pantego Council
- Assist with marketing by continuing the branding and marketing material for Pantego Fest
- Assist with website updates
- Facilitate Marketing activities to include: radio, print, social media, direct mail, banners, press releases, ad placements and banners as determined in the marketing plan and budget

Volunteers:

Management	15 hours	Resources	6 hours	Marketing	0 hours
-------------------	-----------------	------------------	----------------	------------------	----------------

- Identify local groups and communicate volunteer needs with those groups
- Establish volunteer needs at the festival
- Develop volunteer applications and information packets
- Assist Town of Pantego employee in scheduling and obtaining volunteers

Meetings:

Management: Billed according to actual hours each month November 2014 – September 2015. Not to be included in “maximum hours not to exceed” figure.
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- Meet with Town of Pantego Department leaders and Town of Pantego Council at least twice per month to discuss plans and progress
- Updates via email and/or phone conversations with City Manager monthly and/or weekly determined by the stage of planning.

Festival Weekend:

Management	45 hours	Resources	45 hours	Assistant	20 hours
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After Event Services: September 28 – October 7

Management	10 hours	Resources	8 hours	Marketing	0 hours
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- Strike and site clearance
- Debrief with Town of Pantego Management team and Town of Pantego Council
- Follow through with vendors, sponsors and event vendors

Total Schedule of hours not to exceed: \$20,343

*(exceptions noted in contract regarding meetings and sponsor/vendor incentive, and actual expenses not included in this number)

Festival Management	349 hours	\$32.00	\$11,168
Festival Resources	255 hours	\$27.00	\$6,885
Festival Marketing	70 hours	\$27.00	\$1,890
Festival Assistant	20 hours	\$20.00	\$400
Total			\$20,343



AGENDA BACKGROUND

AGENDA ITEM: Discussion on a presentation by the University of Texas Arlington School of Urban and Public Affairs regarding the results of the community survey.

Date: November 24, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Graduate students from the University of Texas at Arlington's School of Urban and Public Affairs undertook a citizen satisfaction survey for Pantego as part of their coursework this fall. The survey was conducted electronically, as well as in person at PantegoFest, and included both residents and businesses. It was advertised through the Town newsletter, website, and facebook page, and no cost was incurred by the Town. The students will be present to present the results to Council.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

ATTACHMENTS:

N/A

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



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 24, 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. Council table the item at the November 10th Council meeting, with questions regarding the amount. According to Republic the discrepancy between the \$110 rate in the contract and the \$159 rate in the invoice is due to the unusual events related to the storm, requiring the deployment of additional assets and overtime. 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: _____



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 Tarpred 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 a recommendation by the Town Engineer regarding drainage issues on Rogers Court.

Date: November 24, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

The Mayor, Council Member Surratt, Council Member Adair, the Town Engineer, and I met with residents on Rogers Court who have had an ongoing drainage issue for several years. There are two issues. The first is water coming off of the connector street to Wagon Wheel, and entering the garage. The second is water pooling in the back of the home. The Town Engineer has provided the attached letter outlining the situation and recommendations for steps that the Council could take to address the issue. She will be on hand to present the recommendations. The owners of 5 and 6 Rogers Court have been contacted and made aware that this issue is on the agenda.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff is seeking direction regarding how to address the drainage issue on Rogers Court.

ATTACHMENTS:

N/A

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



November 19, 2014

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

Re: Drainage Items at 4, 5, and 6 Rogers Court
Pantego, Texas

Dear Mr. Fielder,

We have made several site visits and prepared several recommendations over the last few years about ways to relieve the drainage situation at 6 Rogers Court. There are two issues according to the homeowner of 6 Rogers Court. There is potential flooding of the rear entry motor home garage during several rain events and there is a constant problem with mosquitoes. Several of the items that I requested the homeowners themselves address in past letters and during past visits have been addressed.

I would like to remind us all that the original plans for this development called for a concrete swale from the Wagonwheel Spur to the existing area inlet located southwest of 4 Rogers Court in an existing drainage easement. Initially I thought this swale had not been constructed. At our last site visit on October 17, 2014, we found what appeared to be the concrete swale under the rocks at 5 Rogers and under several inches of sod at 4 Rogers Court. In order for 4, 5, and 6, to properly drain to the existing inlet either a new concrete flume must be constructed from the Wagonwheel Spur or a plan to utilize the existing concrete swale will need to be developed. However the construction of a new concrete flume to handle the low and high drainage events would be very disruptive to the homeowners and outside of the Town's budget. Therefore the flume has not been constructed.

A few years ago an underground pipe system was designed by another engineer. However for the same reasons it was not installed. Probably at this time the most economical solution would be to determine if the existing concrete swale would function and could be used. This solution will require removal of several inches of sod from the back yard of 4 Rogers Court and he may find the concrete is no longer in functioning condition.

At a previous meeting it was determined that the Town would budget some funds for the annual cleaning of the debris from the rocks at 5 Rogers Court to allow the low flows to drain from 6 Rogers Court; however that budget item has not been realized.

The rear entry garage is very low and hopefully with the more trained staff at the Town today a garage will not be allowed again at such a low elevation compared to the street. The current situation will require the flow be reduced as much as possible to reduce the potential for flooding of this rear entry garage.

Mr. Matthew Fielder
City Manager
Town of Pantego
Rogers Court Drainage
November 19, 2014

It should also be noted that the original plans for this development indicated the water draining down Wagonwheel would continue to the south and the existing channel. Whether through resurfacing efforts over the years or some shrink and swell of the pavement, the drainage turns to the east and down the Wagonwheel Spur during rain events.

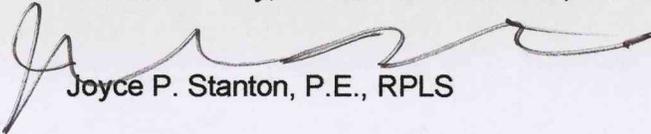
In a letter dated March 11, 2011, I recommended the construction of a concrete valley to remove as much drainage area from the Wagonwheel Spur as possible. I still recommend the Town allow the design and construction of a valley across the spur and some limited re-grading and re-pavement of the asphalt area to create a low valley that directs the drainage away from the Wagonwheel Spur and into the Wagonwheel gutter toward the south and the existing channel. This construction will allow a reduction in the amount of drainage headed toward 6 Rogers Court and be the least disruptive to the surrounding residents.

Solutions other than the valley concrete will be disruptive to the surrounding neighbors and should be considered carefully.

Please contact me if you have any questions.

Sincerely,

Di Sciuolo-Terry, Stanton & Associates, Inc.



Joyce P. Stanton, P.E., RPLS



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on the scheduling of additional Zoning Ordinance review meetings.

Date: November 24, 2014

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Council has held two special meetings to review the draft proposed zoning ordinance. A third meeting is scheduled for November 25th. It was originally anticipated that four meetings would be necessary, with additional ones to address issues that have been brought up also being needed. Staff is seeking direction from Council regarding scheduling additional special meetings.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff is seeking direction regarding additional meetings to review the draft proposed zoning ordinance.

ATTACHMENTS:

N/A

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



COMMUNITY DEVELOPMENT MEMO

Date: October 8, 2014
To: Matt Fielder, City Manager
From: Chad Joyce, Community Development Director
Subject: Proposed Timeline for Zoning Code Discussions

Timeline for Zoning Code Discussions

If completed on weeknights

Day 1	14.01 General Provisions	30 min.	
	14.02 Definitions	90 min.	
	14.03 Administration	60 min.	
	14.04 Zoning Regulations	60 min.	4 hours
Day 2	14.05 Zoning Districts Established	30 min.	
	14.06 Residential District Regulations	60 min.	
	14.07 Non-residential District Regulations	120 min.	3.5 hours
Day 3	14.08 Special and Overlay Districts	120 min.	
	14.09 Development Site Plan Review	60 min.	3 hours
Day 4	14.10 Development Standards	150 min.	
	14.11 Adult Entertainment Establishments	60 min.	3.5 hours

If completed during day

Day 1	14.01 General Provisions	30 min.	
	14.02 Definitions	90 min.	
	14.03 Administration	60 min.	
	14.04 Zoning Regulations	60 min.	
	14.05 Zoning Districts Established	30 min.	
	14.06 Residential District Regulations	60 min.	
	14.07 Non-residential District Regulations	120 min.	7.5 hours
Day 2	14.08 Special and Overlay Districts	120 min.	
	14.09 Development Site Plan Review	60 min.	
	14.10 Development Standards	150 min.	
	14.11 Adult Entertainment Establishments	60 min.	6.5 hours

Possible Dates

Tuesdays Oct 21st, 28th, Nov 4th, 11th (18th if necessary)
Saturdays Oct 18th, 25th

If Public Forum is needed a separate date should be chosen.