



Melody Paradise, Mayor
Russell Brewster, Mayor Pro Tem

AGENDA

TOWN COUNCIL

January 26, 2015

COUNCIL MEMBERS:

Fred Adair
Don Funderlic
Jane Barrett
Don Surratt

Matthew Fielder, City Manager

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

WORK SESSION 6:30 P.M.

REVIEW AND DISCUSS ITEMS ON THE REGULAR AGENDA, AND CONSIDER PLACING APPROVED ITEMS ON CONSENT AGENDA.

All consent agenda items are considered to be routine by the Council and will be enacted with one motion. There will be no separate discussion of items unless a Council Member so requests, in which event, the item will be removed from the general order of business and considered in its normal sequence.

1. City Manager Report
 - Personnel Vacancies
 - Northern Trinity Groundwater Conservation District
 - New Businesses
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 December 8, 2014
Acceptance of Minutes of Boards and Commissions:
 - PEDC Minutes from December 10, 2014

REGULAR SESSION 7:30 P. M.

CALL TO ORDER/WELCOME

INVOCATION BY: Councilmember Jane Barrett

PLEDGE OF ALLEGIANCE

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

HONORS/RECOGNITIONS

COUNCIL LIAISON TO BOARD REPORT

- Community Relations Board
- Pantego Youth Leadership Council

PEDC REPORT

CITIZENS OPEN FORUM

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

APPROVAL OF CONSENT AGENDA ITEMS

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

ORDINANCES.

4. Discuss, direct, and consider action on an Ordinance of the Town of Pantego Calling for the General Election of Town Officers for the Town of Pantego, Texas to be held Saturday, May 9, 2015 for Councilmembers Places 4,

5 and 6-Mayor; Providing for Publication; Providing Procedures for the Conduct of the Election; and Declaring an Effective Date.

5. Discuss, direct, and consider action on an Ordinance of the Town of Pantego, Texas, Amending Town of Pantego Municipal Code – Appendix A – The Fee Schedule – Article A2.000 Administrative Fees by Adding a New Section A2.004; Providing for a Fee to Defray Costs of Collecting Delinquent Fines, Fees, Court Costs, and Other Debts Pursuant to Article 103.0031 of the Texas Code of Criminal Procedure; Providing for Severability; Repealing all Ordinances in Conflict Herewith; and Declaring an Effective Date.

RESOLUTION

6. Discuss, direct, and consider action on a Resolution of the Town Council Authorizing the City Manager to Pay the Northern Trinity Groundwater Conservation District Fee.

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

7. Discuss, direct, and consider action on an update from Alan Plummer Associates, Inc. regarding the Lane Well
8. Discuss, direct, and consider action on authorizing the City Manager to enter into a contract with Alan Plummer Associates for the construction management of the Park Row Project.
9. Discuss, direct, and consider action on the scheduling of additional Zoning Ordinance review meetings.

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

SCHEDULED EXECUTIVE SESSION ITEMS

- The Council will convene in the City Manager's Office pursuant to the Texas Government Code for an executive session on the following items:
 1. Pursuant to Government Code Section 551.074, to discuss and to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee – annual evaluation of the City Secretary.
 2. Pursuant to Government Code Section 551.074, to discuss and to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee – annual evaluation of the City Manager.

COUNCIL INQUIRY

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

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, January 23, 2015 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: January 26, 2015

Update on Personnel Vacancies

The Town currently has vacancies in four positions. These include two police officers, one dispatcher, and a support services specialist.

Groundwater Conservation District

In accordance with the Council's direction at the January 12th Council Meeting, payment in the amount of \$74929.74 was made to the Northern Trinity Groundwater Conservation District. Also, it was confirmed that their next scheduled meeting is January 29th.

New Businesses

A number of new businesses are working their way through the permitting process, and should be under construction or opening soon. These include the construction of a 10,000 s.f. Family Dollar store at the Westbury Square shopping center, the replacement of Del Taco with a Dairy Queen, and the relocation of Chop House Burgers to the Chop House restaurant location. The last is scheduled to occur on February 1st.



AGENDA BACKGROUND

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

DATE: January 26, 2015

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 January 26, 2015:

Professional Services:

- Bill Lane, Attorney

Purchase Orders:

- 1675 – Del Carmen Consulting
- 1676 – Tarrant County College
- 1677 – Star Telegram
- 1678 – Tyler Technologies, Inc.
- 1679 – Precision Networks
- 1681 – VisaCom
- 1683 – Texas Workforce Commission

**Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval
1/26/2015**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Bill Lane, Attorney	\$1,837.50	January 2015 Invoice
<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
1675-Del Carmen Consulting	\$1,500.00	Annual Racial Profiling Report
1676-Tarrant County College	\$2,000.00	Annual Service Training Agreement
1677-Star Telegram	\$1,410.15	TCEQ Legal Advert Notice Requirement
1678-Tyler Technologies, Inc.	\$4,681.41	Renewal of Incode Module Maint. Agreements
1679-Precision Networks	\$1,700.00	Emergency Fiber Optic Repair
1681-VisaCom	\$2,692.00	Annual Maintenance Agreement
1683-Texas Workforce Commision	\$1,500.00	Computer Access to TWC Records
<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Verizon Wireless	\$1,305.58	January 2015 Cell Phone Bill
Time Warner Cable	\$1,702.69	Telephone Bill Thru 2/16/15
Commerce Bank	\$2,953.07	January 2015 Credit Card Expenses
City of Fort Worth	\$17,364.65	December 2014 Wastewater Services
Iwerk	\$2,032.50	December 2014 Tech Support Services
City of Arlington	\$1,131.00	January 2015 Radio Lease Payment
TML Intergovernmental Risk Pool	\$23,820.00	1st Qtr 2015 Liability & Property Ins.

BILL LANE

INVOICE

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

DATE: December 10, 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 Jan 2015	\$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**

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1675

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

TO Del Carmen Consulting
3051 Trevino,
Grand Prairie TX 7604
75054

SHIP
TO

DATE		ACCT #	DEPT.			
1-9-15		100-5-140-525.00	PD			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
		Annual Racial Profile Report			1,500	⁰⁰
		Approved Etc.				
					TOTAL	1,500 ⁰⁰

[Signature]
APPROVED BY



Pantego Police Department

To: Matt Fielder, City Manager
From: Barry Reeves, Assistant Chief of Police
CC:
Date: January 9, 2015
Re: Racial Profiling Report

Attached is an invoice in the amount of \$1,500.00 for an approved budget item paid to Dr. Del Carmen for the documentation of the annual Racial Profiling Report.

A handwritten signature in black ink, appearing to read "Barry Reeves", written over a light blue horizontal line.

Barry Reeves

Assistant Chief of Police

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

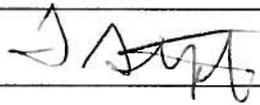
No. *1672*

INSTRUCTIONS TO VENDOR

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

TO *Tarrant County College.*

SHIP TO *Pantego Fire*

DATE <i>12-15</i> 12-8-14		ACCT # <i>100-5-150-724.00</i>	DEPT.		
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
		<i>Tarrant County College Fire training</i>	<i>2000.00</i>		<i>2000.00</i>
<i>Robert Cohen</i> 					TOTAL <i>2,000.00</i>

APPROVED BY



**PANTEGO FIRE
DEPARTMENT**

MEMO #: 000

To: City Manager Matt Fielder
From: Assistant Chief Robert Coker
Through: Chief Thomas Griffith
Subject: Request to expend funds
Release Date: 12-08-2014

I am requesting to expend funds in the amount of 2,000.00. This amount is for the annual fire service training agreement with Tarrant County College (TCC).

This agreement provides member's of the department with 28 hours of continuing education each year. The agreement includes training provided at the Pantego Fire Department by TCC instructors, and live fire training at the TCC facility.

This is a budgeted item from the 2014/15 annual budget.

Cc: A. Carmona

Invoice Number NW089038
Invoice Date 11/19/14
Invoice Period 10/01/14-09/30/15
Sponsor: 746241

Sponsorship : 2670
Contract : NW2014Q1
Contract Type :
Payment Due : 12/19/14

Pantego Fire & EMS Services
Attn: Chief Griffith
1614 S. Bowen Road
Arlington, Texas 76013

Course: Contract between NW Fire Service Training Center and Pantego Fire & EMS Services Dates: 10/01/2014-09/30/2015 Amount
\$2,000.00

Total Amount Due: \$2,000.00

Make Payment to: Tarrant County College
NW - Business Services
Attn: Monika Jones
monika.jones@tccd.edu
4801 Marine Creek Parkway
Fort Worth, Texas 76179

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1677

INSTRUCTIONS TO VENDOR

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

TO STAR TELEGRAM
808 THACKMORTON ST
FORT WORTH, TX 76102

SHIP
TO

DATE		ACCT #	DEPT.			
1/9/15		100-5-135-353.00	PUBLIC WORKS			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT
ORDERED	RECEIVED					
		PUBLISHING TCEQ LEGAL NOTICE FOR THE MUNICIPAL SEPARATE STORM- WATER SYSTEM	1,410	15		1,410 15
					TOTAL	1,410 15

[Handwritten Signature]

APPROVED BY



COMMUNITY DEVELOPMENT MEMO

Date: January 9, 2015
To: Matthew Fielder, City Manager
From: Chad Joyce, Community Development Director
Subject: Purchase Order Approval

I am requesting approval for the payment of a Purchase Order to the Star-Telegram for the public notification of the Municipal Separate Storm water System (MS4) application. This public notification was required by the TCEQ as part of the application for approval to be covered under the Texas Pollution Discharge Elimination System General Permit. The TCEQ also required that the notification be placed in the newspaper with the largest circulation in Tarrant County, so the Star-Telegram was the only choice for publishing.

INVOICE

Star-Telegram

808 Throckmorton St.
FORT WORTH, TX 76102
(817) 390-7761
Federal Tax ID 26-2674582

Customer ID: TOW01
Invoice Number: B0287511
Invoice Date: 11/14/2014
Terms: Net due in 21 days
Due Date: 11/30/2014
PO Number:
Order Number: B028751
Sales Rep: 073
Description: TCEQ LEGAL NOTI
Publication Date: 11/14/2014

Bill To:

TOWN OF PANTEGO
PO BOX 13210
ARLINGTON, TX 76094-0210

Attn: ROBERT NEWSOM

Description	Location	Col	Depth	Linage	MU	Rate	Amount
TCEQ LEGAL NOTICE	13580	3	7	21	INCH	\$67.15	\$1,410.15

Net Amount: \$1,410.15



THE STATE OF TEXAS
County of Tarrant

Before me, a Notary Public in and for said County and State, this day personally appeared Deborah Baylor, Bid and Legal Coordinator for the Star-Telegram, published by the Star-Telegram, Inc. at Fort Worth, in Tarrant County, Texas; and who, after being duly sworn, did depose and say that the attached clipping of an advertisement was published in the above named paper on the listed dates: BIDS & LEGAL DEPT. STAR TELEGRAM (817) 390-7039

Signed

Deborah Baylor

SUBSCRIBED AND SWORN TO BEFORE ME, THIS Tuesday, November 18, 2014.

Notary Public

Christy Lynne Holland

Thank You For Your Payment

Remit To: Star-Telegram
P.O. BOX 901051
FORT WORTH, TX 76101-2051

Customer ID: TOW01
Customer Name: TOWN OF PANTEGO
Invoice Number: B0287511
Invoice Amount: \$1,410.15
PO Number:
Amount Enclosed: \$ _____

Legal Notices

Legal Notices

Legal Notices

Legal Notices

Texas Commission on Environmental Quality



NOTICE OF APPLICATION FOR SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) General Permit Authorization No. TXR040325

APPLICATION. Town of Pantego, 1614 South Bowen Road, Pantego, Texas 76013, has applied to the Texas Commission on Environmental Quality (TCEQ) under the Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR040000 for a renewal of authorization number TXR040325 to discharge from the Town of Pantego municipal separate storm sewer system (MS4). The notice of intent (NOI) and stormwater management program were received by the TCEQ on June 11, 2014.

The MS4 is located within the Town of Pantego limits in the Dallas-Fort Worth-Arlington urbanized area in Tarrant County, Texas. The MS4 will discharge to the drainage area of the Trinity River Basin.

A copy of the NOI, stormwater management program, general permit, and general permit fact sheet is available for viewing and copying at Town of Pantego Town Hall, 1614 South Bowen Road, Pantego, Texas 76013.

The Executive Director of the TCEQ has made a preliminary decision to approve authorization of this MS4 under TPDES General Permit No. TXR040000.

PUBLIC COMMENT. Written public comments may be submitted to the Office of Chief Clerk, at the address provided in the information section below, within 30 days of the date of newspaper publication of this notice. In addition, the public may request a public meeting. If significant interest exists, the Executive Director will direct the applicant to publish a notice of the public meeting and hold the public meeting. The applicant must publish notice of a public meeting at least 30 days prior to the meeting in a newspaper of general circulation in the county where the MS4 is located. If the MS4 is located in more than one county, the applicant must publish notice in a newspaper of general circulation in the county containing the largest residential population. The Executive Director will consider all relevant information pertaining to whether the applicant meets the requirements of the general permit and will issue a written determination as to any final action on the NOI for authorization under the general permit.

INFORMATION. Written public comments should be submitted to the Office of the Chief Clerk, MC 105, TCEQ, P.O. Box 13087, Austin, Texas 78711-3087 or electronically at www.tceq.texas.gov/about/comments.html. For additional information, about the application for authorization under TPDES General Permit No. TXR040000 or the procedure for public participation in the general permit process, individual members of the general public may contact the TCEQ Public Education Program at 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040. General information regarding the TCEQ can be found at our web site at www.tceq.texas.gov

Issued: October 21, 2014

sonably withheld. This approval will be obtained through the City's permitting process (if a permit is required by City Ordinance). In the event of a conflict between the location of the proposed facilities

Impact of the proposed abandonment. If the City adopts an ordinance which abandons any Public Rights-of-Way in which Company has facilities in use, such abandonment shall provide that to

State of Texas without, however, waiving any governmental immunity available to the City under Texas law and without waiving any of the defenses of the parties under

Franchise and annually thereas applicable insurance cover renewal. Company will not be required to furnish separate proof of applying for permits.

H. All insurance shall be provided through valid and enforceable policies, insured by insurers licensed to do business in the State of Texas. All insurance carriers surplus line carriers shall be rated A- or better by A.M. Best.

I. The Company is required to provide the City with at least thirty days prior written notice of intention not to renew or prior cancellation of such policy, notice to be given by certified registered mail.

SECTION 6. NON-EXCLUSIVITY: Franchise is not exclusive, nothing herein contained shall be construed so as to prevent the City from granting other like or similar rights, privileges and franchises to any other person, firm, or corporation.

SECTION 7. CONSIDERATION consideration of the grant of right, privilege and franchise by the City and as full payment for right, privilege and franchise using and occupying the said Public Rights-of-Way, and in lieu of and all occupation taxes, assessments, municipal charges, easement taxes, franchise tax, license, permit and inspection or charges, street taxes, but street or alley rentals, and all other taxes, charges, levies, fees, rentals of whatsoever kind character which the City impose or hereafter be authorized or empowered to levy and collect excepting only the usual general special ad valorem taxes which the City is authorized to levy impose upon real and personal property, sales and use taxes, special assessments for public improvements or the costs to reimburse damages to the Public Right of Way or to indemnify the City required herein, Company shall to the City the following:

A. On an annual basis, as authorized by Section 33.008(f) of the Texas Utilities Code, as amended, a charge of (a) \$0.0032 for calendar years one (1) through five (5) beginning with the period of January 1, through December 31, 2014 and a charge of \$0.0034 for calendar years six (6) through ten (10); any renewal period applicable pursuant to Section 10, multiplied by each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries, payable as follows:

1. The annual payment will be and payable on or before April each year throughout the life of this Franchise. The payment shall be based on each kilowatt hour of electricity delivered by Company to each retail customer whose consuming facility's point of delivery is located within the City's municipal boundaries during the preceding twelve month period.

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1678

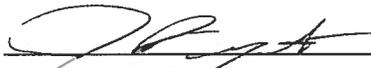
INSTRUCTIONS TO VENDOR

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

TO Tyler Technologies, Inc
P.O. Box 203556
Dallas, TX 75320-3556

SHIP
TO Tyler Technologies, Inc.
P.O. Box 203556
Dallas, TX 75320-3556

DATE		ACCT #	DEPT.			
01-13-15		100-5-101-234.30	Gen. Admin			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT
ORDERED	RECEIVED					
1	1	Core Financials Module	2099	48	1	2099 48
1	1	Maintenance (020115-013116) Brazos Interfaced to Public	350	98	1	350 98
1	1	Maintenance (020115-013116) Fixed Assets	439	04	1	439 04
1	1	Maintenance Enhanced Billing Printing (020115-013116)	350	98	1	350 98
1	1	Accu Corp Acu Server Maintenance (020115-013116)	913	82	1	913 82
1	1	Forms Overlay Maintenance (020115-013116)	527	11	1	527 11
<i>*** Budgeted ***</i>						
					TOTAL	4681 41




APPROVED BY



G/A MEMO

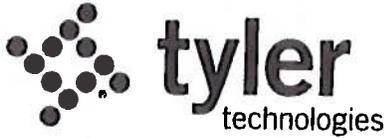
To: Matt Fielder, City Manager

From: Julie Arrington, City Secretary

Date: January 13, 2015

Re: Tyler Technologies

The Town of Pantego contracts with Tyler Technologies for the Incode program that provides our Accounting and Utility Billing Systems. The annual agreement for this service is up for renewal and is budgeted within the General Administration Budget. The invoice for the 2014-2015 Fiscal Year in the amount of \$4,681.41 and regarding the Financial, Fixed Assets, Bill Printing, and Forms Overlay modules is provided. I am requesting to spend the budgeted funds to continue and extend the contract for these modules until January 31, 2016.



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-112315	01/01/2015	1 of 1

Empowering people who serve the public®

Questions:

Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Fax: 1-866-673-3274
 Email: ar@tylertech.com



Bill To: Pantego, Town of
 Attn: Accounts Payable
 1614 S. Bowen Road
 Pantego, TX 76013

Ship To: Pantego, Town of
 Attn: Accounts Payable
 1614 S. Bowen Road
 Pantego, TX 76013

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
44177	47892		USD	NET30	01/31/2015

Date	Description	Units	Rate	Extended Price
Contract No.: Pantego, Town of				
9/1A	Core Financials Maintenance: Start: 01/Feb/2015, End: 31/Jan/2016	1	2,099.48	2,099.48
	Court Case Management Maintenance: Start: 01/Feb/2015, End: 31/Jan/2016	1	2,391.75	2,391.75
9/1A	Secure Signatures Maintenance: Start: 01/Feb/2015, End: 31/Jan/2016	1	350.98	350.98
	Brazos Interface to Public Safety Maintenance Start: 01/Feb/2015, End: 31/Jan/2016	1	716.63	716.63
	Brazos interface to Court Brazos interface to Court Brazos interface to Court Maintenance Start: 01/Feb/2015, End: 31/Jan/2016	1	716.63	716.63
A	Fixed Assets Maintenance: Start: 01/Feb/2015, End: 31/Jan/2016	1	439.04	439.04
11	Enhanced Utility Bill Printing Maintenance: Start: 01/Feb/2015, End: 31/Jan/2016	1	350.98	350.98
	Brazos RDC Software Maintenance Maintenance Start: 01/Feb/2015, End: 31/Jan/2016	1	1,543.50	1,543.50
	Brazos Citation Issuing Device Interface - Maintenance Maintenance Start: 01/Feb/2015, End: 31/Jan/2016	1	1,433.16	1,433.16
	AcuCorp Run Time Maintenance: Start: 01/Feb/2015, End: 31/Jan/2016	1	34.46	34.46
11	AcuCorp AcuServer Maintenance: Start: 01/Feb/2015, End: 31/Jan/2016	1	913.82	913.82
A	Forms Overlay Maintenance: Start: 01/Feb/2015, End: 31/Jan/2016	1	527.11	527.11

****ATTENTION****

Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	11,517.54
Sales Tax	0.00
Invoice Total	11,517.54

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. *1679*

INSTRUCTIONS TO VENDOR

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

TO Precision Networks
1077 Litchfield Circle
Burlison, TX 76028

SHIP TO Precision Networks
1077 Litchfield Circle
Burlison TX 76028

DATE		ACCT #	DEPT.				
1-13-15		See below	General Admin & Water/Sewer Fund				
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT		
ORDERED	RECEIVED						
1	1	Emergency Restoration	500 00	1	500 00		
1	1	Fiber Tech/ Engineer	120 00	6	720 00		
1	1	Fusion splice per fiber	30 00	16	480 00		
Please split total between these two accounts evenly							
W/A 100-5-101-365.00 (\$ 650.00)							
W/S 100-5-135-365.00 (\$ 650.00)							
					TOTAL	1700 00	

APPROVED BY



G/A MEMO

To: Matt Fielder, City Manager

From: Julie Arrington, City Secretary

Date: January 13, 2015

Re: Precision Networks

On December 22, 2014 the fiber lines for the Town of Pantego went down and the Town lost all connections with the servers. An emergency repair was initiated with Precision Networks, a contractor with the City of Arlington per our agreement. Since this emergency repair affects all departments of the town, I am requesting to spend unbudgeted funds in the amount of \$1,700 and to split the costs equally between the General Administration and the Public Works Budgets. A purchase order outlining the accounts and the invoice are attached with this memo.

Invoice

Precision Networks

1077 Litchfield Circle
Burleson TX. 76028

817.991.8657

pnetfiber@gmail.com

Invoice No: 486
Date: Dec 29, 2014
Terms: NET 30
Due Date: Jan 28, 2015

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

Code	Description	Quantity	Rate	Amount
EMER-01	Emergency Restoration	1.00	\$500.00	*\$500.00
COA-FS04	Fiber Tech / Engineer - (Restoration per hour)	6.00	\$120.00	*\$720.00
COA-FS01	Fusion Splice Per Fiber	16.00	\$30.00	*\$480.00

* Indicates non-taxable item

Emergency Fiber Repair.

12/22/14

12/26/14

Attempt repair of City Fiber from City Hall to PD. Re-splice two fibers on each end.

Installed and spliced new fiber on both ends.

Subtotal	\$1,700.00
2011-2012 COB Increase (5.00%)	\$0.00
Total	\$1,700.00
Paid	\$0.00
Balance Due	\$1,700.00



TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1681

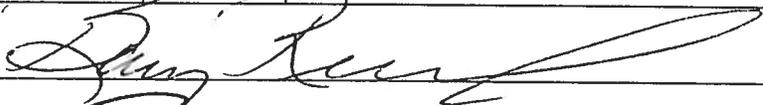
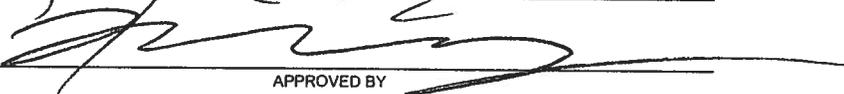
INSTRUCTIONS TO VENDOR

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

TO *Vista Com*
9772 Whithorn Dr.
Houston, TX 77095

SHIP
TO

DATE		ACCT #	DEPT.			
<i>1/14/15</i>		<i>100-5-140-234-00</i>	<i>P D</i>			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
		<i>Annual Maint. Agreement</i>			<i>2.692</i>	
					TOTAL	<i>2.692</i>

Approved Item.


APPROVED BY



**Pantego Police
Department**

Memo

To: Matt Fielder, City Manager
From: Barry Reeves, Assistant Chief of Police
CC:
Date: January 14, 2015
Re: Maintenance Agreement (voice recorder)

I am requesting the payment for an approved budgeted item to VistaCom for the annual maintenance agreement of \$2,692.00 for the dispatch/911 voice recorder.

Barry Reeves

Assistant Chief of Police



9772 Whithorn Drive
Houston, TX 77095

Vista Com Maintenance Invoice

Date	Invoice #
1/14/2015	3299

Bill To
Town of Pantego Purchasing Department City Hall 1614 S. Bowen Pantego, TX 76013

Ship To
Pantego Police Department 2600 Miller Pantego, TX 76013

P.O. Number	Terms	Due Date
	Net 30	2/28/2015

Quantity	Item Code	Description	Price Each	Amount
1	Eventide Maintenan...	Annual maintenance contract for your Eventide server serial #740000526 -Maintenance on your recording server effective 3/1/2015-2/28/2016	2,692.00	2,692.00
				0.00
			State and Local Sales Taxes	\$0.00
			Total	\$2,692.00

This invoice is a continuation of the maintenance contract in effect per agreement of your organization and Vista Com. This invoice is for the new period beginning midnight of the due date of this invoice. Failure to receive payment by the date due will result in an expired contract whereby you may be subjected to loss of coverage or coverage for time and materials per service event. Continuation of maintenance coverage after an expiration period may also result in an onsite re-inspection of the recording system at the customer expense.

Please contact Vista Com Service 30 days prior to contract expiration if you wish to alter the terms of the contract.

We accept Checks, Visa, MasterCard, and American Express

Phone # (800) 708-6423

accounts@vistacomtx.com

www.vistacomtx.com

TOWN OF PANTEGO

1614 S. BOWEN
PANTEGO, TEXAS 76013

No. 1683

INSTRUCTIONS TO VENDOR

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

TO TEXAS Workforce Commission
AHN: REVENUE & TRUST MANAGEMENT ^{SHIP} TO
PO BOX 322
AUSTIN, TEXAS 78767-0322

PANTEGO MUNICIPAL COURT
2600 MILLER LANE
PANTEGO, TX 76013

QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT
ORDERED	RECEIVED				
		DATE: 1-19-15		ACCT#: 160-5-160-234	
		DEPT: COURT			
		INVOICE TWC WARRANT Service/Collections ONLINE Use only	1500 00	1	1500 00
BUDGETED ITEM					
				TOTAL	1500 00

[Signature]
APPROVED BY

Texas Workforce Commission

A Member of Texas Workforce Solutions

Andres Alcantar, Chairman
Commissioner Representing
the Public

Ronald G. Congleton
Commissioner Representing
Labor

Hope Andrade
Commissioner Representing
Employers

Larry E. Temple
Executive Director

January 14, 2015

Thressa Householder
Court Administrator
Pantego Municipal Court
2600 Miller Lane
Pantego, Texas 76013

**Re: TWC Invoice #PC2697
Contract No. 2914PEN025**

Dear Ms. Householder:

According to the provisions of the contract between the Texas Workforce Commission (TWC) and the Pantego Municipal Court, "on-line, read-only computer access" to specific TWC mainframe computer screens is provided to authorized employees.

As per Section 3.1.1 of Attachment A of the contract, enclosed is the invoice for the period of **November 1, 2014 to October 31, 2015**. The total amount due is **\$1,500.00**. Please remit payment to the address below within 30 days of the receipt of this letter. *Please include the TWC invoice number on the payment.*

**Texas Workforce Commission
ATTN: Revenue and Trust Management
P.O. Box 322
Austin, Texas 78767-0322**

If you have any questions regarding this request for payment, please contact me at (512) 463-9729.

Sincerely,



Warren Collier, CPA
Chief Accounting Officer

Enclosures



AGENDA BACKGROUND

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

Date: January 26, 2015

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 December 8, 2014

PEDC minutes from December 10, 2014

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

Town Council Minutes
December 8, 2014

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Town Council of the Town of Pantego, Texas, met in regular session at 6:30 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 8th day of December 2014 with the following members present:

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

Mayor
Mayor Pro-Tem
Council Member

Members absent:
None

constituting a quorum. The following staff members were present:

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

City Manager
City Secretary
Town Attorney
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 6:36 p.m.

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

1. City Manager Report

Mr. Fielder introduced the new Public Works foreman Humberto Marquez Jr. to Council.

Mr. Fielder informed Council there are still vacancies with the Police Department for a dispatcher and a police officer.

Mr. Fielder notified Council Iwerks has been exploring the idea of an "air fiber" system which is a radio transmitter from one building to another. They did get a cost estimate from some of the equipment; however, we have discovered there is not a line of site from our antenna at this building to our Police Department. We will have to regroup and look at our options versus traditional fiber in the ground.

Town Council Minutes
December 8, 2014

Mr. Fielder reminded Council they had questions on the Alan Plummer invoice at the last meeting. There was a first initial contract that was rolled into the larger contract and this created the discrepancy with the two invoices but it is all coming out from under the same contract and does not affect the bottom line price of the contract.

Mr. Fielder informed Council he hoped to have Alan Plummer here tonight to discuss the Lane Well repairs. They were waiting on information from Franklin. Franklin had to get permission from the distributor and installer to give the information out to Alan Plummer. They have received this and with the review of the autopsy they are working together to figure out what was the cause.

Mr. Fielder informed Council he received a notice from the Texas Commission on Environmental Quality (TCEQ) that the Town failed to submit the samples in time for the TCEQ Lead and Copper Monitoring Program. The Town is actually required to go to resident's homes and collect the samples from their faucets to detect lead and copper. This is not a test of our system but the system in their homes. The Town must post a notice on this and our intention is to post this in the Town newsletter. Mr. Williams informed Council this will have to be conducted every year now due to a change in the legislation.

Mr. Fielder followed up with Council on the utility bill from 1617 Hilltop informing them this was human error in the meter reading creating the low monthly bill for September and was caught up in October creating the high bill. Staff reviewed the homes billing history and the number of gallons coincides with the historical usage for a two month period. When this was explained to the home owner she agreed with the analysis.

2. Monthly Staff Reports

Mayor and Council congratulated Chief Griffith on his assignment as an adjunct professor at the satellite office in Fort Worth for Tarleton State University this Spring and Officer Bruton for his accomplishments at the shooting competition. Assistant Chief Reeves informed Council Texas Country Reporter with Bob Phillips will be here tomorrow morning to interview him in regards to the Cops for Kids program. He also stated Fox News will be here tomorrow afternoon and will cover the delivery of the toys to Cook Children's Hospital. Chief Griffith informed Council he received a call from the Huffington Post with interview questions that will be posted on the internet.

There was clarification on the Distribution Operation Course for a water license and the 30 hours of continuing education that is required over a three year period for Mr. Joyce to maintain his water license.

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

There was discussion on the request for taser replacements by the Police Department and the preventative maintenance on one of the police units. Council inquired on the expectations of the divers within the water tanks. Mayor Paradise informed Council the invoice for Shady Valley will be lower. The estimate was based on 150 attendees and the numbers have been lowered. There was discussion on the handheld water meter readers and cradles for them requested by Public Works regarding what is included in the cost; such as maintenance agreements and a project management system training due to the system upgrade since 2006.

4. Approval and Acceptance of Minutes

Approval of Town Council Minutes:

- Town Council minutes from November 11, 2014

There was clarification on the discussion regarding gas well setbacks within the minutes.

Acceptance of Minutes of Boards and Commissions:

- None.

5. Discussion with Flair Events regarding the strategy for PantegoFest 2015.

Council reviewed the idea that PantegoFest 2014 was to be the determining event regarding the continuation of the event and according to the information received PantegoFest will continue. There was discussion on how to reduce some of the cost to the Town and make the event better drawing more interest to it. Mrs. Coltharp agreed but stated in order to accomplish this she needs the priorities of Council for the event. There was discussion on the cost savings of eliminating Sunday from the event. Mrs. Coltharp stated the costs savings would be minimal, as most of the costs were weekend costs; however, there are some advantages to eliminating Sunday. This discussion was continued during the regular session.

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

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

Mayor Paradise called the regular session to order at 7:34 p.m. and welcomed the audience.

Captain Jennifer Jones with the Salvation Army led the invocation which was immediately followed by the Pledge of Allegiance.

MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

Councilmember Surratt welcomed everyone, thanked Public Works for their help with the Candy Train and the Park, and wished the staff and Council Merry Christmas. He is happy that all of staff was invited to the Town Christmas Party and believes the intent of the party is for staff, their families, boards, and commissions and hopes staff takes the invitation wholeheartedly and brings their families to the party.

Councilmember Funderlic thanked staff for the wonderful job they do and for Santa Clause who adds a lot to our community and the children love him.

Councilmember Barrett agreed with the other Councilmember's comments and welcomed Captain Jones and her children.

Councilmember Adair agreed with the other Councilmember's comments and appreciates all of staff's hard work for the Candy Train and Tree lighting and thanked the Police Department for the Cops for Kids Program, it is a great program.

Mayor Pro-Tem Brewster agreed with the other Councilmember's comments and welcomed everyone in the audience. He thanked Town Staff and Council for working together and the Cops for Kids Program has blown up into a huge great deal for the kids. On Sunday, he attended a celebration at Pantego Bible Church for Ms. Iva Roxburgh who will turn 100 years old on Christmas Day. She has been a resident of Pantego for 50 plus years. He went up on stage to the pulpit and presented a Proclamation and a Key to the City for Iva Roxburgh Day. This was a really big deal. She has been a member of the church for a long time. They donated the land to Camp Thurman and to the Pantego Bible Church. She still teaches Sunday school to the 2 year olds. He was really honored to be a part of this. He commented on the Christmas lights around town and how wonderful the displays are.

Mayor Paradise agreed with the other Councilmember's comments and reminded everyone the Christmas Party is coming up on December 19th at Shady Valley. This Saturday the Town has an incredibly meaningful event coming up at Walmart and your support is greatly appreciated. She introduced Captain Jennifer Jones with the Salvation Army and her two helpers to discuss the Red Kettle Challenge.

HONORS/RECOGNITIONS

Captain Jones thanked Council for having her here tonight and for participating in the Mayoral Challenge; along with the other Mayors from neighboring Cities, to raise funds for the Salvation Army. These funds support the Salvation Army and help them throughout the year to support their Family Life Center, youth education programs, soup kitchen, and all other programs. Mayor Paradise made the ceremonial first donation. The Council and staff donations followed; along with some of the audience.

COUNCIL LIAISON TO BOARD REPORT

Community Relations Board

Councilmember Barrett informed the Council there was not a quorum at the December meeting; therefore no business was discussed. Mr. Fielder informed the Council there was a good turnout at the park and along the parade route for the Christmas Tree Lighting and the Candy Train and everything went without any incidents. The next event is Easter. The judging for the residential decorations will be December 11th through December 14th.

Pantego Youth Leadership Council

The next meeting is next Tuesday. Mayor Pro-Tem Brewster will be the guest speaker regarding the role of the Mayor Pro-Tem.

PEDC REPORT

Councilmember Adair informed Council there has not been a meeting since the last Council meeting. The last PEDC meeting scheduled for December was cancelled. The next meeting will be January 14, 2015. Mr. Fielder informed Council there will be an update from the Arlington Chamber of Commerce, a report from the International Council of Shopping Centers Tradeshow, an update on the Park Row Project and an update on PantegoFest 2015. Also, they will discuss changing the start times from 7:00 p.m. to 6:30 p.m. for all upcoming meetings.

CITIZENS OPEN FORUM

None.

5. Discussion with Flair Events regarding the strategy for PantegoFest 2015.

Continued from the Work Session.

Council resumed their conversation on the start time for Saturday being later. Mrs. Coltharp explained the reason the festival started at 9:00 a.m. was in hopes the runners from the 5k would carry over into the festival and increase the attendance. Council inquired if this measure was successful. Mrs. Coltharp explained this did help increase the attendance numbers but would like to see them bring the awards into the festival and utilize the stage. There was discussion on pushing back the start time of the 5k run to allow a later start time for the festival. Mrs. Coltharp will discuss this with The Runner to see if they will agree.

Mrs. Coltharp requested Council's feedback for advertising explaining PantegoFest 2014 was advertised with Arlington Proud and Arlington Voice, CBS radio stations, Disney Radio Station, Star Telegram print ad, press releases, and community board advertising. Mayor Paradise was pleasantly surprised at the power the direct mail piece had with the schedule printed on it and the name of the bands. Council felt the Beer, Bourbon, and Brisket Festival was a huge asset to advertising with the sunglasses and the glow sticks. Some council members would like to mitigate the losses and get back to advertising the beer aspect of the festival. They feel the beer, especially the specialty and craft beers, will bring in the people. Council would like a different type of display sign used that is brighter and visible by multiple angles and for staff to ask the City of Arlington for permission to advertise on a larger radius within the City of Arlington's limits. There was discussion on a large

banner over the Arch. Council agreed social media was a tremendous asset to advertising the event but was not impressed with the results of the radio advertising for the price paid.

Mrs. Coltharp discussed the expectations for the bands and entertainment from Council and the type of bands they would like to have this year. Council discussed the logistics of the bands and they would like to feature some really awesome talent this year and to be choosier as the slots get closer to the big bands. Mrs. Coltharp clarified earlier slots book more local talent that costs less. There was discussion on the sound issues, moving the food trucks farther away from the stage, getting the AC/DC, Kiss, and Judas Priest tribute bands, and integrating the shopping center across the street for parking and advertising. Mrs. Coltharp would like to encourage vendors to sign up now having an early bird special. There was discussion on the logistics of selling tickets and if the payoff is worth the additional personnel and time.

APPROVAL OF CONSENT AGENDA ITEMS

Councilmember Surratt made a motion to approve the Consent Agenda items 1-5 as discussed in the work session and the regular session. Councilmember Adair seconded the motion.

The vote was as follows:

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

Nays: None

Abstention: None

Mayor Paradise declared the vote passed unanimously.

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

6. Discuss, direct, and consider action on an update from CMA regarding the Park Row Streetscape Project.

Mr. Fielder introduced Steve Elliott with CMA Architects to present the final plans for the Park Row Streetscape project. He gave a presentation to describe the project and make sure Council is in agreement with the scope and to get the final check off before moving forward.

Mr. Elliott gave a presentation to Council walking them through the scope of the project, where the costs are, and how he created the bid forms. He divided the project up into three (3) sections; A, B, and C, and is requesting three bids from each contractor; A, A+B, and total project. He informed Council the scope of work begins on the western crosswalk on Bowen Rd. and extends 2/3 miles east down Park Row. The scope of work includes new street light poles with banner arms and electrical outlets; ten (10) inch wide sidewalk with decorative finish; landscaping to include, trees, shrubbery, ground cover, and irrigation; thirteen (13) metal benches, and a lighted crosswalk across Park Row from PCA to Braum's. These items make up the base bid items for each segment. There was discussion on the battery change outs and warranty on the street lights. He explained the cost estimate from last year has been updated and is now at a cost of just under \$1.1 million for a segment "A" base bid. He went on to explain he has four alternate upgrades at a cost of \$150,000 total; such as upgrading the street lights to LED lighting and the fixtures.

There was discussion on possible cost sharing of some of the crosswalks, the sidewalks being continuous across the driveways, and upgrading the metal benches and ground cover to landscaping grates instead. Mr. Elliott informed Council the cost of the grates are approximately \$71,000 over all three segments of the project. Council inquired on a cheaper alternative to the steel grates. Mr. Elliot informed Council there was a section in the bid documents for voluntary alternatives from the bidder. Mr. Elliot brought it to Council's attention a potential loss of return on the investment in segment "C" due to a number of utility conflicts. He recommended going forward with the bidding of this segment before making a determination.

Town Council Minutes
December 8, 2014

Council inquired on the relocating of some driveways and if the property owners and/or property managers were aware of this. Mr. Fielder informed Council it is his understanding the owners were verbally made aware of the expectations and has plans to inform them in writing and meet with each of them to discuss. Mr. Jeffrey's informed Council there was a possibility for issues but believes Mr. Fielder has a good strategy for working with the owners and this will be evaluated on a case-by-case basis.

Council inquired on a plan for construction management, inspections of the project, and the strategy for the Oncor utility poles that need to be raised out of the way for the traffic light at the corner of Bowen Rd. and W. Park Row. Mr. Fielder informed Council he is in discussions with Alan Plummer Associates, Inc. regarding the construction management and inspections and plans to have something for Council to review at the first meeting in January. The cost to raise the poles is \$12,000 and to relocate them is \$60,000. Council discussed various different ways the utility poles could be addresses and asked Mr. Fielder to get with Oncor for various potential options. Council clarified CMA will award the bids, perform a few site walks, and be available for contractor questions through the conclusion of the project.

Councilmember Adair made a motion to authorize the City Manager to proceed forward on the bidding of the streetscape project and to address the three Oncor poles that need to be moved or raised as discussed. Councilmember Barrett seconded the motion.

The vote was as follows:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

7. Discuss, direct, and consider action on approving the acquisition of 0.167 acres of right-of-way on West Park Row from Farrell Property Company Limited.

Mr. Joyce introduced this item. The document was created by the Town Attorney and presented to Ann Farrell to obtain the right-of-way needed for the Lakewood Shopping Center for the Park Row Project. Ms. Farrell has agreed to give the Town the property for one dollar (\$1.00). Ms. Farrell has signed all necessary documents.

Councilmember Surratt made a motion to approve the acceptance of the right-of-way as presented via the property owner Ann Farrell. Mayor Pro-Tem Brewster seconded the motion.

The vote was as followed:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the motion passed unanimously.

8. Discuss, direct, and consider action on an Interlocal agreement with Tarrant County for paving, striping, and crosswalks associated with the Park Row Project.

Mr. Fielder informed Council this resolution would authorize an interlocal agreement with Tarrant County for paving, striping, and installing crosswalks per the Park Row Project. These are bond funds that Tarrant County Commissioner Nguyen obtained for the Town and are only available until the end of the current fiscal year. These funds are reimbursable funds meaning the Town will be reimbursed for its expenses relating only to the paving, striping, and crosswalks. Council confirmed the costs of the paving would go along with the water line project and the striping and crosswalks would go along

Town Council Minutes
December 8, 2014

with the streetscape project and all funds would be utilized. Council clarified the resolution does not have to name the actual crosswalks and all crosswalks are covered.

Mayor Pro-Tem Brewster made a motion to approved item number 8 the Interlocal Agreement with Tarrant County for the paving, striping, and crosswalks and any other items associated with the Park Row Project. Councilmember Funderlic seconded the motion.

Mayor Pro-Tem Brewster amended his motion to include Resolution 14-23. Councilmember Funderlic seconded the amended motion.

The vote was as follows:

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

Nayes: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

9. Discuss, direct, and consider action on authorizing the City Manager to pay the routine and anticipated monthly bills for the remainder of December 2014 due to the cancellation of the second December Council meeting.

Mr. Fielder explained the check run process. The issue is the Town will have bills due before the next council meeting. He split them into two categories; ones that are routine and the amounts are known and ones that are routine, or expected, and the amounts are unknown. Council asked him to inform them of any bills that are unforeseen that come up due before January 12th.

Councilmember Funderlic made a motion to authorize the City Manager to pay the invoices for November and December as listed in his memorandum for December 8, 2014. Councilmember Barrett seconded the motion.

The vote was as follows:

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

Nayes: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

COUNCIL INQUIRY

Councilmember Funderlic inquired about the Zoning Ordinance meeting and requested an updated redline version to dropbox prior to the meeting on December 15, 2014.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 9:54 p.m.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

Pantego Economic Development Corporation
December 10, 2014

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

The Pantego Economic Development Corporation of the Town of Pantego, Texas, met in special regular session at 6:30 p.m. in the Council Chamber, 1614 South Bowen Road, Pantego, on the 10th day of December 2014 with the following members present:

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

Absent:

Bill Brown	President
Stephanie Springer	Director

Constituting a quorum. Staff present was:

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

Also in attendance:

Pam Mundo	Consultant
Henry Lewzcyk	Arlington Chamber of Commerce

REGULAR SESSION 7:00 P.M.
CALL TO ORDER AND GENERAL COMMENTS

Vice President Lakey called the meeting to order at 6:31 p.m.

INVOCATION

Secretary Adair led the invocation which was followed by the Pledge of Allegiance.

PRESIDENT'S COMMENTS

Vice President Lakey informed the Board that President Brown and Director Springer both have excused absences. He reminded the Board the second meeting in December was cancelled and there will be a meeting at Angelo's Steak and Pasta on December 13th after the Christmas light judging to tally the winning votes. The winners will be announced at the January 12th Council meeting and the prizes will be handed out to the winners at the January 14th PEDC Meeting.

PEDC MEMBER REPORTS/COMMENTS OF COMMUNITY INTEREST

Director Van Zandt informed the Board she attended the Arlington Chamber of Commerce Commercial Real Estate meeting in which they discussed the Arlington Fire Marshall's Office. She inquired about the

maintenance on the various cul-de-sacs within the Town and who is responsible for the care of these areas. She noted some are more maintained than others.

REGULAR BUSINESS

1. Executive Director Report

Mr. Fielder informed the Board he was contacted by the owner of the building across the street regarding a standalone emergency facility that is interested in renting the building. The facility would be staffed 24 hours a day seven days a week.

2. Approval of PEDC Minutes

- **November 12, 2014**

No comments.

Director Surratt made a motion to approve the PEDC minutes dated November 12, 2014 as presented. Secretary Adair seconded the motion.

The vote was as follows:

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

Nays: None

Abstention: None

Vice President Lakey declared the motion passed unanimously.

3. Summary of Revenues and Expenditures

- **December 10, 2014**

There was clarification of the Allan Plummer Associate invoice closing out the contract and showing 100% complete on the water line project for engineering services.

Secretary Adair made a motion to approve the Vendors Payment Listing for December 10th as presented. Director Surratt seconded the motion.

The vote was as follows:

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

Nays: None

Abstention: None

Vice President Lakey declared the motion passed unanimously.

CITIZEN'S OPEN FORUM

None.

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

4. Discuss, direct, and consider action on the times of all future PEDC meetings.

Mr. Fielder reminded the Board the request for this discussion was made at the last meeting. Vice President Lakey clarified the Board would like to change the start time of the meeting to 6:30 p.m. through the time change then revert back to 7:00 p.m. Ms. Arrington verified Daylight Savings begins March 8, 2015.

Director Surratt made a motion to change the start time of all PEDC meetings from 7:00 p.m. to 6:30 p.m. beginning with the next meeting and ending the first meeting in March. Director Van Zandt seconded the motion.

The vote was as follows:

Ayes: Surratt, Lakey, Van Zandt, and Gittiban.

Nays: Adair.

Abstentions: None.

Vice President Lakey declared the motion passed 4-1.

5. Discussion on a presentation of the Arlington Chamber of Commerce Activities.

Henry Lewzcyk, Vice President of Marketing and Member Business Development for the Arlington Chamber of Commerce (ACC), presented a power point presentation on the accomplishments of the ACC in the first quarter of our membership and introduced expectations and goals for the next quarter. There was a discussion on the scheduling and planning of a focus group created of Pantego Businesses. This would be a group of Chamber member businesses and non-Chamber member businesses to discuss what they would expect from the Pantego Business Council. There was discussion on the implementation of a GIS system, the information a GIS system can provide, and presenting the findings to the Town.

6. Discuss, direct, and consider action on an update regarding PantegoFest 2015.

Mr. Fielder gave an update on PantegoFest 2015 informing the Board that Council has hired Flair Events as the event coordinator, set the date for September 25-27, and will discuss a wrap-up of the 2014 PantegoFest providing for improvements, guidance, and planning for the 2015 PantegoFest at the December 8th Council meeting. The type of programming is not expected to change. There was discussion on how to obtain more participation from Pantego Businesses. The majority of the Pantego Businesses are not set up for a three day festival booth. There was discussion on the difficulty of the Pantego Businesses to have a booth and the largest issue for them is staffing the booth without shutting down the business. The Board would like to have a standard format from a printer with a simple layout for the Pantego businesses to create marketing material for the PEDC Board to have on hand at their booth to give out to the festival attendees. This gives representation to the Pantego businesses that cannot support a booth. The Board will explore ways throughout the year to promote and support this effort. They would like to continue with the Shopping Bag idea they utilized at the 2014 PantegoFest.

7. Discuss, direct, and consider action on an update regarding the Park Row Project.

Mr. Fielder informed the Board this is a number of projects put together and will start with the replacement of the water line that starts at Bowen Rd. and runs east to Waggoner. The original pipe will be replaced with a larger 10 inch water line. This will require tearing up the road and replacing it. The second part of the project is the streetscape project where we will be replacing the sidewalks with 10 foot sidewalks, decorative lighting and landscaping making the area more visually appealing and more walkable to encourage shopping in the area. The third part of the project involves an Interlocal agreement with Tarrant County for re-paving the road, re-striping the road, and installation of crosswalks. There will be a crosswalks added, one from PCA to Braum's and one at Milby. They will be very similar to the one on Border St. in Arlington near UTA. We expect these projects to go to bid in mid-January, go to contract and start construction in early March and hopefully complete in mid to late summer. This will be a significant impediment to the businesses in this area while the construction is in progress, especially with the expected lane closures. There is a plan for communication to the businesses throughout the process in hopes to mitigate the inconveniences.

8. Discuss, direct, and consider action on an update regarding the International Council of Shopping Centers Tradeshow.

Ms. Mundo showed the Board some photos that were taken at the Tradeshow demonstrating the new tradeshow panels. She informed the purpose of the tradeshow is to generate some visibility of Pantego. Today she received the Dallas Fort Worth Relocation Guide for the Economic Development Professionals. She noticed for the first time Pantego and Dalworthington Gardens was mentioned within the Arlington/Grand Prairie Section of the Relocation Guide. Ms. Mundo and President Brown were there for three days and on day one a representative from Dollar Tree informed them that Dollar Tree has signed the papers on the property held with Trinity Partners located by Mercantile Bank. She also spoke to representatives from Dunkin' Donuts, Schlotzsky's, and Dairy Queen who are all looking at the Del Taco location. She informed the Board the franchisee's of Del Taco, Bull Chicks, and Papa Murphy's caused the closings of the businesses. She spoke with a manager of Shipley's and was informed the restaurant is remodeling all stores to an entirely new building format. There was discussion on obtaining more diversity in the businesses located within Pantego. Ms. Mundo informed the Board at this time the Town has limited shopping space left for retail but there was some potential interest in the property behind the Village Park Shopping Center. This is a difficult site but there is some interest in possible re-development of this site. She also received another lead for LED lighting and spoke to a broker from Henry S Miller that holds the brokerage for the Arlington Gold & Silver property that has an end cap with a drive thru and has potential leases.

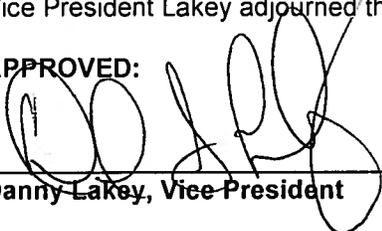
PEDC MEMBER INQUIRY

None.

ADJOURNMENT

Vice President Lakey adjourned the regular session at 8:10 p.m.

APPROVED:



Danny Lakey, Vice President

ATTEST:



Fred Adair, Secretary





AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on an Ordinance of the Town of Pantego Calling for the General Election of Town Officers for the Town of Pantego, Texas to be held Saturday, May 9, 2015 for Councilmembers Places 4, 5, and 6-Mayor; Providing for Publication; Providing Procedures for the Conduct of the Election; and Declaring an Effective Date.

Date: January 26, 2015

PRESENTER:

Julie Arrington, City Secretary

BACKGROUND:

Each year the Town of Pantego conducts an election for Council Members. This year the Council Places on the Ballot are Place 4, 5, and 6 –Mayor. Applications will be accepted during normal office hours beginning Wednesday, January 28, 2015 at 8:00 a.m. thru Friday, February 27, 2015 at 5:00 p.m. The candidate application and packet will be available on the website during these times.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the approval of Ordinance 15-752

ATTACHMENTS:

Ordinance 15-752
Order of General Election for Municipalities

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

ORDINANCE NO. 15-752

AN ORDINANCE OF THE TOWN OF PANTEGO CALLING FOR THE GENERAL ELECTION OF TOWN OFFICERS FOR THE TOWN OF PANTEGO, TEXAS TO BE HELD SATURDAY, MAY 9, 2015 FOR COUNCILMEMBERS PLACES 4, 5 AND 6-MAYOR; PROVIDING FOR PUBLICATION; PROVIDING PROCEDURES FOR THE CONDUCT OF THE ELECTION; AND DECLARING AN EFFECTIVE DATE.

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

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

- SECTION 1:** An election is hereby ordered to be held on Saturday, May 9, 2015, for the purpose of electing two (2) Council Members to Places 4, 5, and the Mayor, Place 6, to be filled for two (2) year terms or until their successors are duly elected and qualified.
- SECTION 2:** For the purpose of said election, the entire Town is hereby constituted as one (1) voting precinct; such election shall be held with the Tarrant County Elections Administration and shall be held at the Council Chambers, 1614 South Bowen Road, Pantego, Texas, between the hours of 7:00 a.m. and 7:00 p.m.
- SECTION 3:** Qualified persons may file as candidates by filing applications each weekday in the office of the City Secretary during regular office hours of 8:00 a.m. to 5:00 p.m. beginning Wednesday, January 28, 2015 and ending February 27, 2015.
- SECTION 4:** Direct Recording Electronic Voting Machine (DRE) shall be used on the day of the election and shall be used for early voting by personal appearance and electronic equipment shall be used for mail ballots.
- SECTION 5:** The Tarrant County Election Administrators will appoint election officers to serve for the General and Early Voting Ballot Board per the joint election agreement.
- SECTION 6:** Frank Phillips, Tarrant County Election Administrator, located at 2700 Premier, Fort Worth, Texas 76111 shall conduct the election and shall be the clerk for early voting of said election.
- SECTION 7:** Applications for ballot by mail shall be mailed to Frank Phillips, Early Voting Clerk, P.O. BOX 961011, Fort Worth, Texas 76161-0011. Applications for ballot by mail must be received by mail no later than the close of business on April 30, 2015.
- SECTION 8:** Early Voting by personal appearance will be conducted at the locations designated by the Tarrant County Elections Administration Office and the dates and times are as follows:

April 27 –30	Monday – Thursday	8:00 a.m. – 5:00 p.m.
May 1	Friday	8:00 a.m. – 5:00 p.m.
May 2	Saturday	7:00 a.m. – 7:00 a.m. (Extended Hours)
May 3	Sunday	11:00 a.m. – 4:00 p.m. (Extended Hours)
May 4 – 5	Monday - Tuesday	7:00 a.m. – 7:00 p.m. (Extended Hours)
- SECTION 9:** All resident qualified electors of the Town shall be permitted to vote at said election. This election shall be held and conducted in accordance with the provisions of the Texas Election Code as required by law.
- SECTION 10:** The City Manager, and or his designee, is hereby authorized and directed to enter into a joint

election agreement for said election with Tarrant County, Texas and to execute such election agreement for said election; such agreement will provide for the type of DRE and electronic voting equipment to be used for early voting and election day, the compensation for election judges and clerks, and which may include the locations for and appointment of a Central Counting Station Manager, Tabulation Supervisor, and Tabulation Assistant for processing of the Early Voting Ballots, and other positions, appointments or requirements as required by law, and any other requirements or appointments necessary for the conduct of said election for and on behalf of the Town. All election materials and proceedings shall be printed in both English and Spanish.

SECTION 11: That this ordinance shall constitute proclamation calling and ordering said election; that notice shall be published in the Fort Worth Commercial Recorder, a newspaper of general circulation in the Town of Pantego, Texas, for one (1) time not less than ten (10) days and no more than twenty five days (25) before the election in accordance with the Election Code.

SECTION 12: The election shall be conducted according to the Texas Election Code and the Texas Constitution.

PASSED AND APPROVED AFTER WAIVER OF THE REQUIREMENTS OF TOWN CODE SECTION 1.03.035(b) THIS THE 26th DAY OF JANUARY 2014 BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVE AS TO FORM:

James T. Jeffrey, Jr., City Attorney

ORDER OF GENERAL ELECTION FOR MUNICIPALITIES

An election is hereby ordered to be held on Saturday, May 9, 2015 for the purpose of:

- Electing a Council Member for the Town of Pantego Town Council Place 4
- Electing a Council Member for the Town of Pantego Town Council Place 5
- Electing a Council Member for the Town of Pantego Town Council Place 6

Early voting by personal appearance will be conducted each weekday at:

Center for Community Service Junior League of Arlington
4002 West Pioneer Parkway
Arlington, Tx. 76013

Between the hours of 8:00 a.m. and 5:00 p.m. beginning Monday, April 27, 2015 and ending on Friday, May 1, 2015;

Between the hours of 7:00 a.m. and 7:00 p.m. on Saturday, May 2, 2015;

Between the hours of 11:00 a.m. and 4:00 p.m. on Sunday, May 3, 2015;

Between the hours of 7:00 a.m. and 7:00 p.m. on Monday, May 4, 2015 and Tuesday, May 5, 2015

Applications for ballot by mail shall be mailed to:

Tarrant County Elections Administrator
P.O. Box 961011
Fort Worth, TX. 76161-0011
Or Faxed to 817-831-6118

Applications for ballots by mail must be received no later than the close of business on April 30, 2015

Issued this the 26th day of January, 2015.

Signature of Mayor

Signature of Councilperson

ORDEN DE ELECCION GENERAL PARA MUNICIPIOS

Por la presente se ordena que se llevará a cabo una elección el 9 de Mayo de 2015 con el propósito de:

- Elección a un miembro del Consejo de la ciudad de Pantego Ayuntamiento lugar 4
- Elección a un miembro del Consejo de la ciudad de Pantego Ayuntamiento lugar 5
- Elección a un miembro del Consejo de la ciudad de Pantego Ayuntamiento lugar 6

La votación adelantada en persona se llevará a cabo de lunes a viernes en:

Centro de servicio de comunidad "Junior League of Arlington"
4002 West Pioneer Parkway
Arlington, Texas 76013

- Lunes, 27 de Abril de 2015 y el Viernes, 01 de Mayo de 2015 entre las horas de 8:00 a.m. y 5:00 p.m.;
- Sábado, 02 de Mayo de 2015 entre las horas de 7:00 a.m. y 7:00 p.m.;
- Domingo, 03 de Mayo de 2015 entre las horas de 11:00 a.m. y 4:00 p.m.;
- Lunes, 04 de Mayo de 2015 entre las horas de 7:00 a.m. y 7:00 p.m.;
- Martes, 05 de Mayo de 2015 entre las horas de 7:00 a.m. y 7:00 p.m.

Las solicitudes para boletas que se votaran en ausencia por correo deberán enviarse a:

Tarrant County Elections Administrator
P.O. Box 961011
Fort Worth, TX. 76161-0011
O por fax al 817-831-6118

Las solicitudes para boletas que se votaran en ausencia por correo deberán recibirse para el fin de las horas de negocio el 30 de Abril de 2015

Emitida esta dia 26 de Enero de 2015.

Firma del alcalde firma del concejal

Firma del alcalde firma del concejal

Firma del concejal firma del concejal

Firma del alcalde firma del concejal

Firma del concejal firma del concejal

Firma del alcalde firma del concejal



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on an Ordinance of the Town of Pantego, Texas, Amending Town of Pantego Municipal Code – Appendix A – The Fee Schedule – Article A2.000 Administrative Fees by Adding a New Section A2.004; Providing for a Fee to Defray Costs of Collecting Delinquent Fines, Fees, Court Costs, and Other Debts Pursuant to Article 103.0031 of the Texas Code of Criminal Procedure; Providing for Severability; Repealing all Ordinances in Conflict Herewith; and Declaring an Effective Date.

Date: January 26, 2015

PRESENTER:

Thressa Householder

BACKGROUND:

The State of Texas allows municipalities to contract with collection agencies that specialize in court fee collections. The purpose of the agencies is to collect the outstanding court fees. The Court is looking to utilize the collection agencies for all outstanding warrants over two years of age. We hope to have a resolution and contract at a future Council Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of this ordinance

ATTACHMENTS:

Ordinance

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

ORDINANCE NO. 15-753

AN ORDINANCE OF THE TOWN OF PANTEGO, TEXAS, AMENDING TOWN OF PANTEGO MUNICIPAL CODE – APPENDIX A – THE FEE SCHEDULE – ARTICLE A2.000 ADMINISTRATIVE FEES BY ADDING A NEW SECTION A2.004 PROVIDING FOR A FEE TO DEFRAY COSTS OF COLLECTING DELINQUENT FINES, FEES, COURT COSTS, AND OTHER DEBTS PURSUANT TO ARTICLE 103.0031 OF THE TEXAS CODE OF CRIMINAL PROCEDURE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Article 103.0031 of the Texas Code of Criminal Procedure authorizes the Town of Pantego to contract with a private attorney or a public or private vendor for the provision of collection services for items as specified in said Article 103.0031, and to impose an additional fee in the amount of thirty (30) percent on each debt or account receivable that is more than sixty (60) days past due and which has been referred to an attorney or a public or private vendor for collection; and

WHEREAS, the Town of Pantego has determined that it is in the public interest to ensure the prompt payment of delinquent court-imposed fines, fees, court costs, and other debts as provided by said Article 103.0031; and

WHEREAS, the Town of Pantego pursuant to Article 103.0031, Texas Code of Criminal Procedure, may from time to time enter into a contract with a private attorney or a public or private vendor to provide services for the collection of debts and accounts receivables, i.e. fines, fees, court costs, restitution, and other debts ordered to be paid by a court serving the Town of Pantego or as allowed by Article 103.0031; and

WHEREAS, the Town of Pantego deems it in the public interest to pass this ordinance authorizing an additional collection fee for the collection of delinquent fines, fees, court costs, and other debts; and

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

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

SECTION 1: The foregoing recitals are hereby found to be true and correct and are hereby adopted by the Town of Pantego and made a part of this ordinance for all purposes and findings of fact.

SECTION 2: The Town of Pantego Municipal Code – Appendix A – the Fee Schedule – Article A2.000 Administrative Fees is hereby amended by adding a new Section A2.004 - Collection Contract Fees - which shall provide as follows:

Sec. A2.004 Collection Contract Fees

In accordance with Article 103.0031 of the Texas Code of Criminal Procedure as may be amended from time to time, there is hereby imposed an additional fee of thirty (30) percent on all debts and accounts receivable including fines, fees, court costs, restitution, and other debts or amounts as allowed by Article 103.0031 that are more than sixty (60) days past due and have been referred to a private attorney or a public or private vendor for collection.

SECTION 3: If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction the validity of the remaining provisions shall not be affected.

SECTION 4: This ordinance shall be in full force and effect from and after its passage and publication as provided by law, and it is so ordained.

PASSED AND APPROVED AFTER WAIVER OF THE REQUIREMENTS OF TOWN CODE SECTION 1.03.035(b) THIS THE 26th DAY OF JANUARY 2015 BY A VOTE OF _ AYES, _ NAYS, AND _ ABSTENTIONS, AT A REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO, TEXAS.

APPROVED:

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVE AS TO FORM:

James T. Jeffrey, Jr., City Attorney



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on a Resolution of the Town Council Authorizing the City Manager to Pay the Northern Trinity Groundwater Conservation District Fee.

Date: January 26, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Resolution 15-01 formalizes Council's direction provided after the executive session at the January 12th Council meeting to make a payment of \$74,929.74 to the Northern Trinity Groundwater Conservation District. The payment was sent by certified mail on January 15th.

FISCAL IMPACT:

\$74,929.74

RECOMMENDATION:

Staff recommends approval of resolution 15-01.

ATTACHMENTS:

Resolution 15-01

Director's Review: _____
City Manager's Review: M.F.

RESOLUTION NO. 15-01

A RESOLUTION OF THE TOWN COUNCIL AUTHORIZING THE CITY MANAGER TO PAY THE NORTHERN TRINITY GROUNDWATER CONSERVATION DISTRICT FEE.

WHEREAS, the Town Council has determined it is in the best interest of the Town to pay the fees associated with the Northern Trinity Groundwater Conservation District.

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

Section 1: the Town Council authorizes the City Manager to pay the fees associated with the Northern Trinity Groundwater Conservation District. .

Section 2: this resolution is effective immediately upon passage.

PASSED AND APPROVED this the 26th day of January 2015, at a regular meeting of the Town Council of the Town of Pantego, Texas, by a vote of __ ayes, __ nays and __ abstentions.

Melody Paradise, Mayor

ATTEST:

Julie Arrington, City Secretary

APPROVED AS TO FORM:

James T. Jeffrey, Jr., City Attorney



AGENDA BACKGROUND

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

Date: January 26, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

Allen Plummer Associates, Inc. has completed the study on the Lane Well failure and their representative will be at the Council meeting to present their findings. The report will be provided to Council in advance of the meeting via Drop Box, once it has been received.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Implementation of the recommendations included in the report.

ATTACHMENTS:

Lane Well Report (to be provided in Drop Box)

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



AGENDA BACKGROUND

AGENDA ITEM: Discuss, direct, and consider action on authorizing the City Manager to enter into a contract with Alan Plummer Associates for the construction management of the Park Row Project.

Date: January 26, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

The construction management contract was presented to Council at the January 12th meeting. There were questions regarding the scope of work and the use of the multiplier for direct costs incurred outside the contract. Alan Plummer Associates, Inc., has provided a list of items upon which the contract cost was estimated, as well as offered to reduce the multiplier for direct costs to 1.10.

FISCAL IMPACT:

\$77,500

RECOMMENDATION:

Staff recommends approval of the contract with Alan Plummer.

ATTACHMENTS:

Proposed Contract
Contract Elements
Existing Contract for Design of Park Row Water Line
CMA Contract for Park Row Streetscape

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

ALAN PLUMMER ASSOCIATES, INC.

AGREEMENT FOR ENGINEERING SERVICES

Project No. 1329-006-01

THIS AGREEMENT is made and entered into as of the _____ day of _____, **2015**, by and between the **TOWN OF PANTEGO TEXAS**, (hereinafter called "Owner") with offices at 1614 Bowen Road, Pantego, Texas 76013 and the firm of **ALAN PLUMMER ASSOCIATES, INC.**, a Texas Corporation with its corporate office at 1320 South University, Suite 300, Fort Worth, Tarrant County, Texas, (hereinafter called "Engineer").

OWNER INFORMATION

Name: _____	Town of Pantego	Contact: _____	Matt Fielder
Billing Address: _____	1614 S. Bowen Road	Title: _____	City Manager
	_____	Telephone: _____	(817) 617-3700
	Pantego, TX 76013		

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Owner and Engineer agree as follows:

SCOPE OF SERVICE:

Owner requests and authorizes Engineer to perform BASIC ENGINEERING SERVICES associated with the advertisement, bid and construction of a combined project including:

- Water Line Replacement consisting of approximately 2,700 LF of 6-inch to 10-inch PVC pipe and appurtenances along Park Row Drive (hereinafter called "Water Line Project") designed by the ENGINEER. in accordance with the terms of a separate agreement dated May 1, 2012.
- Park Row Drive Improvements (hereinafter called "Streetscaping Project") designed by CMA and Dunaway Street (hereinafter called "Streetscaping Consultant"), in accordance with the terms of a separate agreement with the OWNER. The beautification project consists of approximately 3,000 LF of street including widening of sidewalks, new decorative lighting, landscaping including trees, bushes, irrigation system along both sides of Park Row Drive and a new small park area.

BASIC ENGINEERING SERVICES shall be provided as described in Attachments 1 – 4 and as authorized by the OWNER. The design, advertisement and construction services detailed shall supplement those detailed in the Water Line Project agreement dated May 1, 2012. All services provided by the Streetscaping Consultant within the

AGREEMENT shall be provided in accordance with a separate agreement with the OWNER.

COMPENSATION:

Compensation for BASIC ENGINEERING SERVICES shall be paid by the Owner to the Engineer for Services as identified as follows:

Attachment	Description	Lump Sum
1.	Basic Engineering Services – Additional Bid Phase	\$ 14,500
2.	Basic Engineering Services – Construction Phase	\$ 48,000
3.	Construction Materials Testing (CMT) Allowance	\$ 15,000
TOTAL		\$ 77,500

All direct non-labor expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the BASIC ENGINEERING SERVICES, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

ADDITIONAL SERVICES:

Compensation for ADDITIONAL SERVICES described in Attachment 3 is on a cost reimbursable basis not to exceed \$0.

Engineer's personnel time will be billed at Engineer's hourly rates include in Attachment 4. All direct non-labor expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the ADDITIONAL SERVICES, shall be paid at invoice or internal office cost plus a fifteen percent (15%) service charge. Subcontract expenses shall be paid at direct cost plus a fifteen percent (15%) service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

OTHER TERMS:

The ENGINEER shall not commence work as indicated in Attachment 3 without prior written authorization from Owner.

Services covered by this Agreement will be performed in accordance with the Provisions attached to this form and any other attachments or schedules. This Agreement supersedes all prior Agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Owner:

Alan Plummer Associates, Inc.:

By _____

By _____

Title _____

Title _____

Date _____

Date _____

GENERAL TERMS AND CONDITIONS**1. Authorization to Proceed**

Execution of this Agreement by the Owner will be authorization for ALAN PLUMMER AND ASSOCIATES, INC. ("Engineer") to proceed with the work, unless otherwise provided for in this Agreement.

2. Salary Costs

Engineer's Salary Costs, when the basis of compensation, are the amount of wages or salaries paid Engineer's employees for work directly performed on Owner's Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

Engineer's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on Owner's Project by Engineer's employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses.

4. Direct Expenses

Engineer's Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the Owner's Project, including, but not limited to, necessary transportation costs, including Engineer's current rates for Engineer's vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Engineer.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by Engineer will be on a basis of experience and judgment; but, since it has no control over market conditions or bidding procedures, Engineer cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Termination

This Agreement may be terminated for convenience upon 30 days' written notice by either party with or without cause. On termination, Engineer will be paid for all work performed up to the date of notification. If no notice of termination is given and termination is not for cause,

relationships and obligations created by this Agreement, except Articles 8 through 15, will be terminated upon completion of all applicable requirements of this Agreement.

7. Payment to Engineer

Monthly invoices will be issued by Engineer for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1-1/2 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The Owner will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

8. Independent Consultant

Engineer agrees to perform all services as an independent consultant and not as a subcontractor, agent or employee of the Owner.

9. Engineer's Personnel at the Project Site

The presence or duties of the Engineer's personnel at the Project site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to Owner and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. The Engineer and its personnel have no authority to exercise any control over any contractor, subcontractor, or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site except Engineer's own personnel.

Engineer neither guarantees the performance of any contractors, subcontractors or other entities nor assumes responsibility for their failure to perform their work in accordance with their contractual responsibilities.

10. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of the Engineer for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation or administrative proceedings taken or defended by the Owner.

All such services required or requested of the Engineer by the Owner, except for suits or claims between the parties to this Agreement, will be reimbursed as may be mutually agreed, and payment for such services shall be in accordance with Section 7, unless and until there is a finding by a court or arbitrator that Engineer's sole negligence caused Owner's damage.

11. Venue

In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in **Tarrant County, Texas**, and shall be governed by the laws of the **State of Texas**.

12. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

13. Interpretation

The limitations of liability and indemnities will apply whether Engineer's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to Engineer's officers, affiliated corporation, employees and subcontractors. The law of the state of Texas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the Owner and Engineer and has no third party beneficiaries. The Owner will include a provision in each agreement which Owner enters into with any other entity or person that such entity or person shall have no third-party beneficiary rights under this Agreement.

Engineer's services are defined solely by this Agreement, and not by any other contract or Agreement that may be associated with the Project.

15. Liability

- a. Engineer's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- b. The Owner's review, approval, or acceptance of, or payment for, any of these services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performances of this Agreement, and the Engineer shall be and remain liable in accordance with applicable law for all damages to the Owner caused by Engineer's omissions or negligent performance of any of the services furnished under this Agreement.
- c. To the maximum extent permitted by law, Engineer's liability for Owner damages for any cause or combination of causes will, in the aggregate, not exceed the limits of the Engineer's professional liability insurance coverage.
- d. As used herein, Engineer includes the corporation, subcontractors, and any of its or their officers, or employees.
- e. As between the Owner and the Engineer, any contract claim must be brought within two years from the day following the act or omission giving rise to the breach of contract claim.

16. Assignment

Neither Party will assign all or any part of this Agreement without prior written consent to the other party.

ATTACHMENT 1**BASIC ENGINEERING SERVICES – BID PHASE**

Engineer shall provide BID PHASE SERVICES as follows:

I. Bid Phase:

- A. In preparation for advertisement revise the Water Line Project contract documents previously submitted to incorporate the Streetscaping Project. Modifications shall include updating Division 0 (Contract Requirements), Division 1 (General Requirements), Division 2 – 16 (Technical Specifications) and plans. Modifications shall be limited to:
 - 1) Review of the Streetscaping Project specifications where those specifications duplicate sections within the Water Line project documents.
 - 2) The ENGINEER shall modify the duplicated sections as necessary to support construction of both projects.
 - 3) The services of the Streetscaping Consultant required to coordinate and review the modified sections shall be provided in accordance with a separate agreement with the OWNER.
 - 4) Plan modifications to the Water Line Project plans shall be limited to modification of the site locations map, list of drawings and general notes required to support the combined project.
- B. Assist the Owner in securing bids for the modified construction contract documents incorporating the Streetscaping Project, issuing notice to bidders and notifying construction news publications. The notice to bidders will be furnished to the Owner for publication in the local news media. The Owner shall pay the cost for publications. The Engineer will distribute bidding documents. The income from the sale of the documents will be used to offset a portion of the Engineer's printing and distribution cost. Providing additional documents will be an Additional Service.
- C. The Engineer, assisted by the Streetscaping Consultants, will answer bidders questions and issue addenda to make necessary modifications to the bid documents.
- D. Prepare for, attend, and preside at a pre-bid conference for all interested bidders for the combined Water Line and Streetscaping project. It is anticipated that this pre-bid conference will occur at the Town Hall.
- E. Assist the Owner in the opening, tabulation, and analysis of the bids received for the modified construction contract documents incorporating the Streetscaping Project. Furnish recommendations on the award of the contract or the appropriate actions to be taken by the Owner.
- F. BASIC ENGINEERING SERVICES – BID PHASE for the Water Line Project shall be provided in accordance with the prior AGREEMENT between the OWNER and ENGINEER dated May 1, 2012. The above services shall supplement those outlined in the prior agreement.

- II. Compensation for this work shall be paid as a lump sum. Engineer will prepare separate monthly invoices for the percent work completed.

ATTACHMENT 2**BASIC ENGINEERING SERVICES – CONSTRUCTION PHASE**

Engineer shall provide BASIC ENGINEERING SERVICES as follows:

1. Construction Administration

Assist the OWNER with the administration of the modified construction contract documents incorporating the Streetscaping Project, provide:

- A. Preparation of formal contract documents for the construction contract.
- B. Assist the Owner in conducting a pre-construction conference with the Contractor.
- C. Consult and advise the OWNER during construction and make recommendations to the OWNER regarding materials and workmanship.
- D. Coordinate the review of samples, catalog data, schedules, shop drawings, laboratory, shop and mill test of material and equipment and other data by the Streetscaping Consultant pursuant to the General Conditions of the Construction Contract.
- E. Interpret the intent of the General Conditions of the Construction Contract, Division 0 (Contract Requirements) and Division 1 (General Requirement) for the modified construction contract documents incorporating the Streetscaping Project.
- F. Coordinate interpretation by the Streetscaping Consultant of the intent the Streetscaping plans and specifications for the Owner and Contractor. Investigations, analyses, and studies requested by the Contractor and approved by the OWNER, for substitutions of equipment and/or materials or deviations from the plans and specifications will be considered an Additional Service. The services of the streetscaping engineer of record shall be provided by separate agreement with the OWNER.
- G. Assist the Owner in conducting monthly construction progress meetings (6) with the Contractor.
- H. Review and comment on monthly and final estimates for payment to Contractor, pursuant to the General Conditions of the Construction Contract as modified to incorporate the Streetscaping Project.
- I. Conduct, with the OWNER's representative, a final inspection of the combined Streetscaping and Water Line project for conformance with the design concepts of each project and general compliance with the contract documents, and review and comment on the certificate of completion and the recommendation for final payment to the Contractor. . The services of the streetscaping engineer of record, if required, shall be provided by separate agreement with the OWNER.
- J. Prepare Record drawings of the constructed work from information provided by the construction contractor(s). Record Drawings will be delivered electronically in portable document format (PDF) compatible with Owner's software systems. Engineer will also furnish one 22"x34" reproducible original set of record drawings and two bond copies. Record drawings for the Streetscaping portion of the project shall be provided to the ENGINEER by the Streetscaping Consultant in accordance with the terms of a separate agreement with the OWNER.

- K. Construction Administration for the Water Line Project shall be provided in accordance with the prior AGREEMENT between the OWNER and ENGINEER dated May 1, 2012.

2. Construction Materials Testing

- A. The ENGINEER will provide testing of materials during construction. The tests performed shall be for OWNER quality assurance verification of construction materials testing performed by the Contractor.
 - B. The budget provided is an allowance, testing that is required beyond the allowance listed in the Agreement shall be provided as an Additional Service.
3. Compensation for this work shall be paid on a cost reimbursable basis not to exceed the amount specified in the AGREEMENT. Engineer's personnel time will be billed at ENGINEER's standard hourly rates, a service charge of 15 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to ENGINEER's compensation when invoicing the OWNER.

ATTACHMENT 3**ADDITIONAL ENGINEERING SERVICES**

Various ADDITIONAL SERVICES incidental to the Project, but not within the scope of the Basic Engineering Services covered by preceding attachments, which may be performed or arranged for separately by the Owner, or may be added to the Engineer's responsibilities by mutual agreement and written authorization, include, but are not necessarily limited to, the following:

1. Construction Materials Testing in excess of the budget allowance in the Agreement.
2. Prepare to serve or serve as an expert witness on behalf of the Owner in connection with any public hearings or legal proceedings.
3. Re-write or provide existing operation and maintenance manual in CAD or WORD- readable format, or writing O&M Manual for any existing facilities.
4. It is anticipated that all work in this contract (with the exception of warranty assistance) will be completed within 24 months following execution of this contract. If, through no fault or reasons beyond the control of the Engineer, work extends beyond this time period, Engineer shall be entitled to additional compensation for those portions of the work affected by the time extension.
5. Preparation for or participation in contested case hearings to support discharge permit applications or for public meetings to support U.S. Army Corps of Engineers permits.
6. Assistance with evaluation, permitting, or design of facilities needed for off-site effluent reuse.
7. Provide any other services otherwise excluded in this Agreement but customarily furnished in accordance with generally accepted engineering practices.
8. Compensation for this work shall be paid on a cost reimbursable basis. Engineer's personnel time will be billed at Engineer's standard hourly rates, a service charge of 15 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

Any services desired by the Owner under these Additional Service provisions require advance written authorization, including establishment of a fee ceiling for each task authorized, before Engineer may proceed.

**ATTACHMENT 4
ALAN PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2015**

Staff Description	Staff Code	2015 Rate
Admin Staff	A1-A3	\$ 75.00
Senior Admin Staff	A4	\$ 102.00
Designer/Technician	C1-C2	\$ 90.00
Senior Designer/Technician	C3-C4	\$ 115.00
Engineer-in-Training/Scientist-in-Training	ES1-ES3	\$ 115.00
Project Engineer/Scientist	ES4	\$ 135.00
Senior Project Engineer/Scientist	ES5	\$ 150.00
Project Manager	ES6	\$ 175.00
Senior Project Manager	ES7	\$ 218.00
Electrical Engineer	EE1	\$ 140.00
Senior Electrical Engineer	EE2	\$ 240.00
Structural Engineer	SE1	\$ 140.00
Senior Structural Engineer	SE2	\$ 210.00
Principal	ES8-ES9	\$ 260.00

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

A multiplier of 1.15 will be applied to all direct expenses

Additional Bid and Construction Phase Services

A Additional Bid Phase Services (Added Effort For Combining Projects)

- 1 *Modifications to Specifications*
- 2 *Modify & Combine Plans*
- 3 *Coordinate Specs/Plans/Addenda w/ CMA*
- 4 *Coordinate Spec/Plan changes with Pantego*
- 5 *Publish Bid Set (added work due to larger set)*

B Construction Phase Services

- 1 *Conform Plans & Specs**
- 2 *Pre-con meeting*
- 3 *Monthly Meeting & Site Visits (6)*
- 4 *Meeting Minutes & Pay Apps (6)*
- 5 *Review Submittals, RFI(40)**
- 6 *Change Orders, Field Orders(10)**
- 7 *Coordinate Submittals, CO, RFI with CMA*
- 8 *Documentation & Filing*
- 9 *Final Walk-thru, punchlist and Cert of Compl. **
- 10 *Record Drawings**

** Not Incl CMA work as Eng of Record on Streetscaping Portion*

PM ADMINISTRATIVE/QC TASKS

- 1 *Project Management*

ALAN PLUMMER ASSOCIATES, INC.
STANDARD AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES

Project No. _____

This AGREEMENT is entered on the date of execution by and between ALAN PLUMMER ASSOCIATES, INC., a Texas corporation hereinafter referred to as ENGINEER and the following described entity, hereinafter referred to as "CLIENT."

CLIENT INFORMATION

Name: Town of Pantego Contact: Ron Edwards
Billing Address: 1614 S. Bowen Road Title: Public Works Director
Pantego, TX 76013 Telephone: 817-548-5860

CLIENT requests and authorizes ENGINEER to perform the following services:

SCOPE OF SERVICES
Water Line Replacement along Park Row Drive

Basic Engineering Services:

The Basic Engineering Services rendered by ENGINEER are to be considered distinguishable from other services and divided into the following categories:

- A. Design Phase
- B. Bid Phase Assistance

These various services are more fully described as follows:

A. Design Phase:

1. Project Kick-Off Meeting:

A project kick-off meeting with the CLIENT will be held at the Town of Pantego to cover the following items:

- 1.1. review and confirm the scope of work;
- 1.2. verify the CLIENT's requirements and deliverables for the project;
- 1.3. obtain plans of existing utilities and facilities;
- 1.4. finalize construction sequence requirements; and

The CLIENT will provide to the ENGINEER all hard copies and digital information related to the project at or near the time of the initial meeting. The ENGINEER will submit a design schedule to the CLIENT at the time of the initial meeting.

2. Conceptual Design (30%):

2.1 ENGINEER will prepare Conceptual design plans as follows:

Conceptual project plans and profile sheets, which show the following:

- 2.1.1 Proposed alignment and profile.
- 2.1.2 Property ownership – Lot Nos., Block Nos., and Addition Names on Plan View.
- 2.1.3 Existing utilities and utility easements will be shown on the plan sheets.

2.2 ENGINEER will provide initial property and right-of-way research based on Tarrant County Appraisal District maps.

2.3 ENGINEER will coordinate with utility companies and the CLIENT to determine if future improvements are planned that may impact the project by performing the following:

- 2.3.1 The ENGINEER will consult with Public Works, Engineering, and other City Departments, as well as public utilities, private utilities, and government agencies to determine the approximate location of above and underground utilities, and other facilities that have an impact or influence on the project.
- 2.3.2 The ENGINEER shall deliver up to five (5) sets of half-size (11"x17") conceptual design plans to the public utilities, private utilities, and government agencies for coordination and compliance.
- 2.3.3 ENGINEER will design the project to minimize conflicts with existing utilities.

3. Preliminary Construction Plan Submittal & Review Meeting: (60%)
 - 3.1. The ENGINEER shall deliver five (5) sets of half-size preliminary construction plans to CLIENT for review.
 - 3.2. The ENGINEER shall submit a preliminary opinion of probable construction cost and schedule with the preliminary plans. ENGINEER shall assist CLIENT in selecting the feasible and/or economical solutions to be pursued.
 - 3.3. A Preliminary Design Review Meeting will be held with CLIENT to discuss review comments on preliminary submittal. The ENGINEER will begin Final Engineering Phase upon receipt of CLIENT's comments and completion of Preliminary Design Review Meeting. Changes requested by CLIENT to detailed alignment or profile after receipt of comments, may require additional compensation and may be requested by ENGINEER as an ADDITIONAL SERVICE.
4. Final Construction Plan Submittal & Review Meeting (90%):
 - 4.1. The ENGINEER shall prepare Final Construction Plans and Specifications upon completion and approval of Part 3.3.
 - 4.2. The ENGINEER shall submit an opinion of probable construction cost and schedule with the Final Construction Plans and Specifications.
 - 4.3. The ENGINEER shall deliver five (5) sets of half-size final construction design plans, specifications, and bid proposals to CLIENT for review.
 - 4.4. A Final Design Review Meeting will be held to discuss review comments on final construction design documents submittal and will involve participation by senior staff members from the ENGINEER and the CLIENT.
5. Construction Documents for Bidding Purposes:
 - 5.1. The ENGINEER shall prepare final plans, technical specifications, and contract documents for bidding purposes after completion and approval of Part 4.5. Each sheet shall be sealed, dated, and signed by the ENGINEER. The ENGINEER will submit two (2) sets of plans and construction contract documents within 15 days of Final Design Review Meeting. Plan sets shall be used for Part B activities.
 - 5.2. The ENGINEER shall submit a final opinion of probable construction cost with the construction documents for bidding purposes. The ENGINEER's opinion of probable construction costs will be based on materials and labor prices prevailing at the time of preparation, without consideration of inflationary increases in cost. The ENGINEER does not warrant the accuracy of the opinion of probable construction cost

B. Bid Phase Assistance:

1. The ENGINEER shall make one reproducible set of construction documents for bidding purposes, upon request by CLIENT. The CLIENT shall copy and distribute the construction documents to potential bidders. The ENGINEER will deliver the proposal to the CLIENT in electronic format.
2. The ENGINEER shall prepare addenda and respond to written questions from the CLIENT.
3. The CLIENT shall distribute addenda to planholders.
4. ENGINEER shall attend and assist the CLIENT in conducting the pre-bid conference.
5. The ENGINEER shall develop bid tabulations and make a recommendation for award. The ENGINEER shall conform up to four (4) sets of contract documents and deliver to CLIENT for contract execution with Contractor.

Special Services:

Special Services are those services known to be required for completion of the project that the CLIENT agrees are to be furnished by the ENGINEER are not included in the scope of work of Basic Services or the amount of compensation for Basic Services. The Special Services for this assignment are described as follows:

C. Geotechnical Sub-surface evaluation:

1. Provide for and coordinate geotechnical investigation required for design;
2. Drill, classify, and perform pertinent tests on soils at up to two (2) locations (average boring depth twenty-five (25) vertical feet) along route. If number of borings required or if average boring depth exceeds these values, additional compensation may be requested as an Additional Service;

3. CLIENT will arrange for and provide access to private property necessary for soil borings. If reasonable access is not available to selected sites, or if tracked or other special vehicles are needed for site access, additional compensation may be requested as an Additional Service; and
4. Provide five (5) copies of geotechnical investigation summary report for CLIENT'S records.

Additional Services

Additional Services to be performed by the ENGINEER, if authorized by the CLIENT, which are not included in the above-described Basic Engineering Services or Special Services, may include, but are not limited to the following:

1. Additional meetings beyond the number of meetings listed in the Basic Services or Special Services;
2. Assistance with on-site data collection or field services, not defined in the Basic Services or Special Services;
3. Conversion of any hard-copy data, specified in the basic services to be provided in electronic format by the CLIENT, to electronic format;
4. Detailed survey of any existing assets;
5. Easement preparation and recordation;
6. Preparation of Permit documents;
7. Traffic Control Plan Preparation, and ;
8. Additional Geotechnical Investigation beyond those specified in Special Services;
9. Construction Phase Assistance;
10. Topographic Survey Services or Easement Preparation.

D. Compensation

Compensation for Basic Services shall be paid by the CLIENT to the ENGINEER for work on a lump sum basis in an amount not to exceed the following:

A.	Design Phase	\$54,170.00
B.	Bid Phase Assistance	\$5,900.00
TOTAL		\$60,070.00

Compensation for Special Services shall be paid by the CLIENT to the ENGINEER for work on a cost reimbursable basis in an amount not to exceed the following unless authorized in writing by the CLIENT:

C.	Geotechnical Sub-Surface Evaluation	\$4,435.00
	Reimbursables (Printing, Mileage, Etc.)	\$2,800.00
TOTAL		\$7,235.00

When compensation is on a cost reimbursable basis, ENGINEER's personnel time will be billed at ENGINEER's standard hourly rates as seen in Attachment A. All direct non-labor expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Basic Engineering Services, shall be paid at invoice or internal office cost. Subcontract expenses shall be paid at direct cost. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to ENGINEER's compensation when invoicing CLIENT.

The BUDGETED TOTAL (including Basic Services and Special Services) is a maximum of **\$67,305** and shall not be exceeded without City Council approved resolution.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to ENGINEER's compensation when invoicing CLIENT.

Services covered by this AGREEMENT will be performed in accordance with the PROVISIONS attached to this form and any other attachments or schedules. This AGREEMENT supersedes all prior AGREEMENTS and understandings and may only be changed by written amendment executed by both parties.

Approval for CLIENT

By Ron Edwards / *Ronald Edwards*
Title Public Works Director
Date 05/01/12 / 5-1-12

Accepted for Alan Plummer Associates, Inc.

By _____
Title (Principal - In - Charge)
Date _____

**ATTACHMENT A
ALAN PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2012**

Staff Description	Staff Code	2012 Rate
Admin Staff	A1-A3	\$ 70.00
Senior Admin Staff	A4	\$ 85.00
Designer/Technician	C1-C2	\$ 85.00
Senior Designer/Technician	C3-C4	\$ 110.00
Engineer-in-Training/Scientist-in-Training	ES1-ES3	\$ 105.00
Project Engineer/Scientist	ES4	\$ 125.00
Senior Project Engineer/Scientist	ES5	\$ 140.00
Project Manager	ES6	\$ 160.00
Senior Project Manager	ES7	\$ 210.00
Principal	ES8-ES9	\$ 240.00

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

PROVISIONS

1. Authorization to Proceed

Execution of this AGREEMENT by the CLIENT will be authorization for ALAN PLUMMER AND ASSOCIATES, INC. ("ENGINEER") to proceed with the work, unless otherwise provided for in this AGREEMENT.

2. Salary Costs

ENGINEER'S Salary Costs, when the basis of compensation, are the amount of wages or salaries paid ENGINEER's employees for work directly performed on CLIENT's Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.

3. Per Diem Rates

ENGINEER's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on CLIENT's Project by ENGINEER's employees of the indicated classifications. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses.

4. Direct Expenses

ENGINEER's Direct Expenses, when part of the basis of compensation, are those costs incurred on or directly for the CLIENT's Project, including, but not limited to, necessary transportation costs, including ENGINEER's current rates for ENGINEER's vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by ENGINEER.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by ENGINEER will be on a basis of experience and judgment; but, since it has no control over market conditions or bidding procedures, ENGINEER cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Termination

This AGREEMENT may be terminated for convenience on 30 days' written notice by either party with or without cause. On termination, ENGINEER will be paid for all work performed up to the termination date. If no notice of termination is given, relationships and obligations created by this AGREEMENT, except Articles 8 through 15, will be terminated upon completion of all applicable requirements of this AGREEMENT.

7. Payment to ENGINEER

Monthly invoices will be issued by ENGINEER for all work performed under this AGREEMENT. Invoices are due and payable on receipt. Interest at the rate of 1-1/2 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of receipt of invoice. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CLIENT will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

8. Independent Consultant

ENGINEER agrees to perform all services as an independent consultant and not as a subcontractor, agent or employee of the CLIENT.

9. ENGINEER's Personnel at the Project Site

The presence or duties of the ENGINEER's personnel at the Project site, whether as on-site representatives or otherwise, do not make the ENGINEER or its personnel in any way responsible for those duties that belong to CLIENT and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. The ENGINEER and its personnel have no authority to exercise any control over any contractor, subcontractor, or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site except ENGINEER's own personnel.

ENGINEER neither guarantees the performance of any contractors, subcontractors or other entities nor assumes responsibility for their failure to perform their work in accordance with their contractual responsibilities.

10. Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made.

Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the total PROJECT cost and/or execution. Such changed conditions and cost/execution effects are not the responsibility of the ENGINEER.

11. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of the ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation or administrative proceedings taken or defended by the CLIENT.

All such services required or requested of the ENGINEER by the CLIENT, except for suits or claims

between the parties to this AGREEMENT, will be reimbursed as may be mutually agreed, and payment for such services shall be in accordance with Section 7, unless and until there is a finding by a court or arbitrator that ENGINEER's sole negligence caused CLIENT's damage.

12. Venue

In the event that any legal proceeding is brought to enforce this AGREEMENT or any provision hereof, the same shall be brought in Tarrant County, Texas and shall be governed by the laws of the State of Texas.

13. Severability and Survival

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this AGREEMENT for any cause.

14. Interpretation

The limitations of liability and indemnities will apply whether ENGINEER's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to ENGINEER's officers, affiliated corporation, employees and subcontractor, Collier Consulting, Inc. ENGINEER and subcontractor shall furnish certificates of insurance documenting general and professional liability coverage. The law of the state of Texas shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

15. No Third Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and ENGINEER and has no third party beneficiaries. The CLIENT will include a provision in each agreement which CLIENT enters into with any other entity or person that such entity or person shall have no third-party beneficiary rights under this Agreement.

ENGINEER's services are defined solely by this AGREEMENT, and not by any other contract or AGREEMENT that may be associated with the Project.

16. Liability

- a. ENGINEER's services shall be governed by the negligence standard for professional services, measured as of the time those services are performed.
- b. The CLIENT's review, approval, or acceptance of, or payment for, any of these services shall not be construed to operate as a waiver of any rights under this AGREEMENT or of any cause of action arising out of the performances of this AGREEMENT, and the ENGINEER shall be and remain liable in accordance with applicable law for all damages to the CLIENT caused by ENGINEER's omissions or negligent performance of any of the services furnished

under this AGREEMENT.

- c. To the maximum extent permitted by law, ENGINEER'S liability for CLIENT damages for any cause or combination of causes will, in the aggregate, not exceed the limits of ENGINEER's professional liability insurance coverage.
- d. As used herein, ENGINEER includes the corporation, subcontractors, and any of its or their officers, or employees.
- e. As between the CLIENT and the ENGINEER, any contract claim must be brought within 2 years from the day following the discovery of the act or omission giving rise to the breach of contract claim.

17. Assignment

Neither Party will assign all or any part of this Agreement without prior written consent to the other party.



architecture • planning • interior design

4130 Commerce St.
#105
Dallas, TX
75226-1713
p 214.466.1192
f 214.466.1197
www.cmatx.com

February 17, 2011

Mr. Bill Brown, President
Pantego Economic Dev. Corp.
TOWN OF PANTEGO
1614 S. Bowen Road
Pantego, TX 76013

RE: Proposed Agreement for architectural and engineering services for Phase 1 and Phase 2 of the Park Row Drive Improvements - Pantego

Dear Mr. Brown:

Based on our discussions, we are pleased to provide the following proposal to Pantego Economic Development Corporation (further referred to as Client) for your review and consideration. This proposal is comprised of the following sections:

1. Scope of Services
2. Project Prerequisites
3. Phases of Work
4. Exclusions from the Defined Scope of Services
5. Fees and Reimbursable Expenses
6. General Terms and Conditions
7. Acceptance

1. SCOPE OF SERVICES

C.M. Architecture, P.A. (CMA) will provide architectural, civil engineering, structural engineering, and electrical engineering services based on schematic design documents approved by Client. As discussed in the meeting with Town representatives on January 11, 2011, the scope of this project consists of the generation of construction documents for a monument sign at the intersection of 303 and Bowen Road (Phase 1A), the generation of construction documents for the Gateway Arch on Park Row (Phase 1B), and the generation of construction documents for (from the Milby intersection east) crosswalks on Park Row (Phase 2) (refer to attached Phased Scope Document). CMA will also handle the proposal process and evaluation of proposals as well as construction administration.

2. PROJECT PREREQUISITES

To perform the work under this proposed agreement in a complete, proper, and timely manner, CMA will require Client to provide decisions and furnish the following items not provided by CMA, but required for the Project:

1. Geotechnical Report
2. Traffic Studies if required by the city

Fort Worth, TX
Minneapolis, MN
Dallas, TX
Austin, TX
College Station, TX
Oklahoma City, OK
Lawrence, KS

Any delay in the Client providing the above mentioned items when requested by CMA can result in delays and/or stoppage in the proposed work.

3. PHASES OF WORK

Construction Documents

CMA will produce Construction Documents using all applicable codes and ordinances.

1. CMA shall submit a 50% Construction Documents review set for the Client to review. Client will submit any comments concerning the 50% review set to CMA which, in turn, will incorporate these comments and changes into the Construction Documents.
2. CMA shall submit a 90% review set incorporating all disciplines for Client to review before completion of the Construction Documents.
3. CMA shall submit construction documents for permitting.
4. CMA shall coordinate responses to municipal comments with Client and Authorities Having Jurisdiction.
5. Required submittals shall be provided to the municipal authorities having jurisdiction over the Project.

Deliverables - CMA shall print, sign and seal the Construction Documents to be issued for permitting. The Construction Documents will be prepared utilizing AutoCAD 2011 saved to AutoCAD 2007 file format and will include project specifications saved to PDF format. CMA shall provide the required hard copy construction documents for permitting and regulatory approval. CMA shall also provide construction documents for construction purposes as requested by the general contractor. Specifications shall be provided in a standard three part CSI format, with project identification included on each page. Specifications shall contain sufficient information to distribute for proposal purposes for each item of work and shall be bound in project manuals unless otherwise requested by Client.

Project Delivery using Competitive Sealed Proposal

1. CMA shall assist in the development and production of the qualification requirements to be submitted by each prospective proposer.
2. CMA shall coordinate with the selected printer and plan rooms, as identified by the Client, the delivery of all proposal package documents.
3. CMA shall participate as a presenter, as needed, during the pre-proposal meeting.
4. CMA shall answer questions and clarify construction document intent throughout the proposal period.
5. CMA, along with the Client, shall participate in the evaluation of all valid qualification statements received.

Construction Administration

1. CMA shall review shop drawings, test reports, and submittals required by the Construction Documents for general compliance with the design concept as defined in the drawings and specifications.
2. CMA shall respond to the general contractor's properly prepared architectural Requests for Information (RFIs) during construction for interpretation of construction documents and coordinate consultant RFIs. Construction Change Orders are to be brought to CMA's attention immediately so as to provide the best solution in regard to time, cost and materials.
3. Coordination with sign vendor to finalize sign design and constructability.

4. CMA shall participate in a maximum of four (4) construction site observation meetings.
5. Review and coordination of close-out documents.

Deliverables – CMA shall prepare meeting minutes/field reports within 7 calendar days following the event.

4. EXCLUSIONS FROM THE DEFINED SCOPE OF SERVICES

The below listed services are excluded from the defined Scope of Services and Fees. Excluded services can be provided by CMA upon request by Client and shall be negotiated and considered Additional Services at time of request.

CMA shall waive Additional Service fees for revisions that result from plan omissions or conflicts of information provided to or available to CMA at time of development of original work. Change in Project scope including but not limited to, size, quantity, quality, complexity, schedules, finishes, budget, or procurement or delivery method may be considered Additional Services. Delayed Client decisions/approvals or any failure of performance on the part of the Client or the Client's consultants or contractors may result in Additional Services. CMA shall not proceed to provide Additional Services until CMA receives written authorization from Client.

1. All real estate activities are the responsibility of Client.
2. No off-site improvements are included in this proposal.
3. Geotechnical reports, ALTA or Topographic surveys, traffic studies, and other required outside consultants.
4. Entitlement services.
5. Landscape and irrigation design.
6. Preparation for and attendance at public hearings, dispute hearings and dispute resolution proceedings, presentation meetings and coordination with governing agencies, commissions, boards, etc.
7. Inspections to determine date of monthly pay applications, substantial completion, final completion and review of a final certificate for payment.
8. Evaluating and/or processing contractor's change orders.
9. Face to face meetings; hand delivery and pick up of forms, drawings, and/or documentation with Authorities Having Jurisdiction are not included in this Proposal.
10. Revisions to construction documents required as a result of unforeseen and/or concealed site conditions or Client requested changes shall be considered Additional Services.
11. Expanded construction administration services not specifically defined in the above scope of service section.
12. Coordination with TXDOT.

5. FEES AND REIMBURSABLE EXPENSES

We propose to provide services based on the scope of work outlined above for a stipulated sum of \$30,861.00, excluding reimbursable expenses. Reimbursable expenses are in addition to the fees described above and a copy of CMA's Reimbursable Expenses Schedule and 2011 Fee Schedule are included as attachments to this proposal.

PAYMENT TERMS

Invoicing will be monthly based on percentage of work complete with payment due thirty (30) days from presentation of invoice. If Client objects to all or any portion of an invoice,

Client shall notify CMA in writing within seven (7) days of the invoice date identifying the cause of disagreement and pay when due that portion of the invoice not in dispute by the due date. CMA will proceed to subsequent phases of the Defined Scope of Services only upon payment of all past due invoices. Failure to make payments when due may cause CMA to issue a written "stop work" notice to Client on the project until such time as the account is brought fully current to within the terms of the contract. Unpaid invoice balances thirty (30) days after the invoice date shall accrue interest at 1.5% per month.

CMA shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction work is commenced or in the event of Project suspension or termination.

6. GENERAL TERMS AND CONDITIONS

The attached General Terms and Conditions are also part of this proposal.

7. ACCEPTANCE

Thank you for the opportunity to present you with this Proposed Agreement. We appreciate your confidence and consideration of CMA for architectural services for your project. If the terms of this Proposed Agreement are satisfactory, please print, sign and date this document in the space provided below. The terms of this unsigned Proposed Agreement are valid for 60 days. CMA's receipt of this document with signature along with the above stipulated retainer will constitute a formal contract between noted parties. We will return a copy of the signed document for your records. Thank you again for your consideration and we look forward to working with you.

Sincerely,

C.M. Architecture, P.A.

Pantego Economic Development Corp.


(Signature)


(Signature)

Adrienne McClure
(Printed Name)

THOMAS D. GRIFFITH, JR
(Printed Name)

Associate Director
(Title)

INTERIM EXECUTIVE DIRECTOR
(Title)

February 17, 2011
(Date)

2/28/11
(Date)

AM/epb

Enclosures: General Terms and Conditions
CMA 2011 Fee Schedule
CMA 2011 Reimbursable Expenses
Phase Scope Document
Consultant Proposals

Pantego Park Row
February 17, 2011
Page 5 of 5

Dunaway Associates, L.P.
Jordan & Skala Engineers, Inc.
Lobsinger & Potts Structural Engineering, Inc.

Cc: Job Book
File
Bruce M. Carlson



2011 FEE SCHEDULE

C.M. ARCHITECTURE, P.A.

Professional Fees/Hourly Billing Rates

Architectural and Project Management Services for the purposes of this proposal

Senior Principal time at the fixed rate of One Hundred Ninety Dollars (\$190.00) per hour.

Principal time at the fixed rate of One Hundred Sixty-Seven Dollars (\$167.00) per hour.

Supervisory time at the fixed rate of One Hundred Thirty Dollars (\$130.00) per hour shall include:

- Chief Finance Officer
- Senior Project Architect

Professional time at the fixed rate of One Hundred Twenty-Five Dollars (\$125.00) per hour shall include:

- Senior Project Manager

Professional time at the fixed rate of One Hundred Twenty Dollars (\$120.00) per hour shall include:

- Project Architect
- Project Designer

Professional time at the fixed rate of One Hundred Fifteen Dollars (\$115.00) per hour shall include:

- Project Manager I
- Architect

Professional time at the fixed rate of One Hundred Five Dollars (\$105.00) per hour shall include:

- Project Manager II

Technical Level I time at the fixed rate of Ninety-Eight Dollars (\$98.00) per hour shall include:

- Project Coordinator
- Senior Interior Designer
- Senior Designer

Technical Level II time at the fixed rate of Ninety-Three Dollars (\$93.00) per hour shall include:

- Senior Drafter
- Director of Marketing
- Accounts Administrator
- Designer

Technical Level III time at the fixed rate of Eighty-Eight Dollars (\$88.00) per hour shall include:

- Drafter I
- Interior Designer

Technical Level IV time at the fixed rate of Seventy-Eight Dollars (\$78.00) per hour shall include:

- Marketing Coordinator
- Drafter II
- Specifications Typist

Technical Level V time at the fixed rate of Seventy Dollars (\$70.00) per hour shall include:

- Clerical
- Secretary
- Drafting/Printing Support

Pantego Park Row

CMA Marketing Number Pxxxx.xxxx
 Proposal Date: February 16, 2011

ITEM OF WORK	HOURS	RATE PER HOUR	FEE
Building Site Surveys / Field Measurement Verification / Due Diligence			
Site Survey - Field Work	2	\$98	\$196
Site Survey - drawing time	2	\$98	\$196
Due Diligence	1	\$93	\$93
Total	3		\$485
Schematic Phase			
Schematic Design (includes 1 revision)	0	\$98	\$0
Senior Principal review	0	\$190	\$0
Schematic Design Project Management	0	\$115	\$0
Total	0		\$0
Design Phase			
Design Development	0	\$98	\$0
Finish Selection	0	\$88	\$0
Design Development Project Management	0	\$115	\$0
Total	0		\$0
Construction Document Phase			
Construction Drawing Production	33		\$3,359
Coordination	10	\$98	\$980
Specifications	8	\$120	\$960
Senior Principal review	1	\$190	\$190
Review and QC	5	\$115	\$575
Total	57		\$6,064
Permit submittal and Approval Phase			
Coordination and submittal of documents	3	\$98	\$294
Project Registration and TAS Submission	2	\$115	\$230
Corrections from city comments	2	\$98	\$196
Total	7		\$720
Bidding Phase			
Develp and Provide Bid Package incl. Qualifications	8	\$115	\$920
Pre-bid conference	4	\$115	\$460
Evaluating bid submissions	12	\$115	\$1,380
Total	24		\$2,760
Construction Administration Phase			
Project Management - CA	20	\$115	\$2,300
Site Visits - (4 site visits)	12	\$115	\$1,380
Reviewing RFI's, shop drawings, modifying signage, etc.	24	\$98	\$2,352
Total	56		\$6,032
TOTAL FOR ARCHITECTURAL SERVICES			\$16,061
Consultant Services			
Mechanical, Electrical, Plumbing Engineering			\$4,100
Topographical Survey with Plat			NIC
Civil Engineering			\$9,000
Structural Engineering			\$1,700
Environmental Site Assessment			NIC
Asbestos Survey			NIC
Soils			NIC
Landscape			NIC
TOTAL FOR CONSULTANT SERVICES			\$14,800
TOTAL FOR ARCHITECTURAL AND CONSULTANT SERVICES			\$30,861
does not include value engineering or reimbursables			

ARCHITECTURAL CONSTRUCTION DOCUMENT
FEE TABULATION

		Percentage of Total Hours for Average Sheet										
		0.5%	0.0%	19.5%	80.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Sheet Title	Hours	Senior	Project	Project	Project	Interior						
	Per Sheet	Principal	Architect	Manager	Coord.	Sr. Drafter	Design					
G001 Cover Sheet	1.0	0.01	0.00	0.20	0.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G002 TAS Sheet	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A100 Partition Types	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A110 Site Plan	12.0	0.06	0.00	2.34	9.60	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A200 Enlarged Floor Plans	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A300 Exterior Elevations	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A400 Wall Sections	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A500 Interior Elevations	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A510 Interior Elevations	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A520 Millwork Details	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A600 Door Schedule	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A610 Finish Schedule	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A700 Reflected Ceiling Plan	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A710 Floor Finish Plan	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A800 Details	20.0	0.10	0.00	3.90	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A900 Fixture Plan (reference)	0.0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Hours:	33.0	0.2	0.0	6.4	26.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Hourly Rates:		\$190.00	\$120.00	\$115.00	\$98.00	\$93.00	\$88.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Fee per Employee Class		\$31.35	\$0.00	\$740.03	\$2,587.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

TOTAL CONSTRUCTION DOCUMENT FEE

\$3,358.58



2011 REIMBURSABLE EXPENSES

C.M. ARCHITECTURE, P.A.

Reimbursable Expenses

The following normal reimbursable expenses incurred in the interest of the project shall be recorded and the Architect compensated.

1. Printing/Reproduction: *modified 03/03/11*
 - a. Bonds @ \$0.40 a square foot
 - b. Vellum @ \$1.00 a square foot
 - c. Copies (8-1/2 x 11) @ \$0.20 per sheet
 - d. Copies (11 x 17) @ \$0.22 per sheet
 - e. Color Copies (8-1/2 x 11) \$0.75 per sheet
2. Long Distance Telephone/Fax Communication: *modified 03-03-11*
 - a. Long distance @ \$0.05 per minute
3. Mileage (@ prevailing IRS rate): *modified 03-03-11*
 - a. Milage rate @ \$0.51 per mile
4. Travel/Sustenance
5. Freight/Postage/Delivery
6. Governmental fees for securing project approval
7. Renderings, models, mock-ups, professional photography, and presentation material
8. Taxes levied on professional services and on reimbursable expenses

A multiple of one point one (1.1) times the amount expended by the Architect, the Architect's employees and/or consultants in the interest of the Project shall apply.

PANTEGO ECONOMIC DEVELOPMENT CORPORATION
Report to the Honorable Mayor, Mayor Pro-Tem, Town Council and Staff
Monday, January 10, 2011

Special Session: Wednesday, January 5, 2011

Agenda: Discussion, Review, and Consideration of West Park Row Project

Discussion

1. Is/are the proposed project (s) still current board priorities? Yes.
2. What are the priorities?

PHASE 1

1A - Construction of Monument Sign at Intersection of 303 and Bowen Road (located at the KFC corner).

1B - Construction of Gateway and Arch on Park Row.

PHASE 2

Construction of Crosswalks on Park Row.

PHASE 3

Construction of Intersection, Park Row and Bowen.

PEDC Board Members unanimously agreed with the goals and objectives envisioned by City Manager, Doug Davis. Exploring new development, redevelopment/modernization, and progressive initiatives including outlined priorities are vital for future economic growth for the Town of Pantego.

The board instructed the City Manager to solicit current bids for construction of Phase 1.

The board also recommended review of current ordinances to "tighten up" standards to better satisfy new development, redevelopment/modernization, and progressive initiatives.

Respectfully submitted,

Jim M. Staples

Jim M. Staples

Vice President, Pantego Economic Development Corporation



Dunaway No. 2009034-02

February 16, 2011

Mrs. Adrienne McClure
CMA Architecture, P.A.
4130 Commerce St., Suite 105
Dallas, Texas 75226

Reference: Proposal for Professional Civil Engineering Services
Street Beautification – Phase 1A, 1B and 2 Construction Documents

Dear Adrienne:

Dunaway Associates, L.P. (Dunaway) is pleased to submit this proposal for professional civil engineering services for the Town of Pantego Street Beautification project – Phase 1A, 1B and Phase 2. Based on the scope identified in the attachment, we believe the following scope of services will meet your needs for this project:

SCOPE OF WORK

1. Franchise Utility Coordination - Dunaway will coordinate with the local franchise utility companies on the behalf of the Client, specifically Oncor, to verify service availability for lighting improvements.
2. Construction Documents - Public Improvements - Dunaway will prepare construction documents for the public improvements required for Phase 1B and Phase 2 as noted in the attached exhibit. These improvements consist of the gateway, arch and crosswalks (ADA ramps and LED lights). The plans will be signed and sealed by a Registered Professional Engineer licensed in the State of Texas and will be processed with the Town of Pantego for approval and construction.

Dunaway will attend the Pre-bid and Opening Bid Meetings. If additional meetings are necessary these will be billed on an hourly basis.
3. Coordination Meetings - Dunaway will attend the February 23rd PEDC meeting and two (2) coordination meetings with design team and/or the Town of Pantego staff. If additional meetings are necessary these will be billed on an hourly fee.
4. Monument Sign – Dunaway will survey the subject area (adjacent to KFC) and assist with placement of the monument sign to avoid the TxDOT Right Of Way.
5. Construction Administration - Dunaway will provide construction administration services as follows:
 - a. Review and respond on the Client's behalf for shop drawing submittals related to elements of the design for which Dunaway is responsible.
 - b. Review and respond to written Requests for Information from the Client's contractor regarding elements of the design for which Dunaway is responsible.

FEE

Dunaway Associates, L.P. proposes to provide the above-described scope of work for a LUMP SUM fee of \$9,000, exclusive of reimbursable expenses. Please find attached to this proposal our Standard Terms & Conditions for professional services, which is also part of this proposal.

ADDITIONAL SERVICES (not included in proposal)

The following is a list of some, but not necessarily all, of the services that can be useful or required for a project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

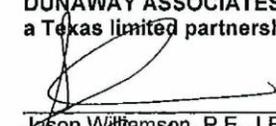
1. TxDOT coordination for monument sign encroachment.
2. Landscape and Irrigation Design.
3. Site lighting design.
4. Redesign efforts related to site plan changes after significant design efforts have begun are not included.
5. Construction staking.
6. Construction inspection services are not included. Dunaway does not provide construction inspection services. Normally, we recommend that the Client retain a geotechnical engineering consultant to provide construction inspection services for private improvements.

Only those services specifically mentioned in the Scope of Work section are offered as part of this proposal.

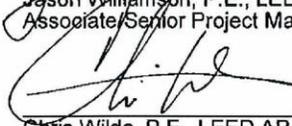
If this proposal meets with your approval, please sign below and return one copy to our office as our notice to proceed. We appreciate the opportunity to assist you with this project and look forward to its success.

Respectfully submitted,

DUNAWAY ASSOCIATES, L.P.
a Texas limited partnership



Jason Williamson, P.E., LEED AP
Associate/Senior Project Manager



Chris Wilde, P.E., LEED AP
Principal
Director of Private Sector Services

Attachments

2009034-02_Prop_CMA_Pantego Street Beaut_11-0216_JAW

Agreed & Accepted

CMA ARCHITECTURE, P.A.

By: _____

Name: Adrienne McClure

Title: _____

Date: _____



STANDARD TERMS & CONDITIONS

BASE CONTRACT:

Client: CMA Architecture, P.A.
 Service Professional: Dunaway Associates, L.P.
 Project Name: Town of Pantego Street Beautification – Phase I Construction Documents

These Standard Terms & Conditions are attached to and fully incorporated into the Base Contract. The Base Contract, together with these Standard Terms and Conditions, is sometimes called this "Agreement" herein.

I. **Basis of Compensation.** Professional Services shall be billed monthly and based upon either a percent complete for lump sum tasks or Dunaway Associates, L.P.'s Standard Hourly Bill Rate Schedule. This Schedule is updated annually in January.

2011 STANDARD HOURLY BILL RATE SCHEDULE

STAFF TYPE	HOURLY BILL RATE
Administrative	\$67.00 - \$87.00
Cadd Technician	\$76.00 - \$90.00
Department Directors	\$155.00 - \$225.00
Graduate Engineer	\$94.00 - \$105.00
Design Technician	\$92.00 - \$150.00
Environmental Scientist.....	\$78.00 - \$130.00
Expert Witness / Special Consultant.....	\$225.00 - \$275.00
Field Supervisor	\$90.00 - 160.00
Financial	\$70.00 - \$165.00
Information Systems	\$75.00 - \$165.00
Instrument Operator	\$45.00
Intern	\$65.00
Land Planner	\$130.00 - \$150.00
Landscape Architect	\$95.00 - \$145.00
Landscape Planner	\$85.00 - \$95.00
Marketing/Business Development.....	\$65.00 - \$120.00
Principal.....	\$175.00 - \$225.00
Production Manager.....	\$100.00-\$120.00
Project Engineer	\$110.00-\$150.00
Project Surveyor	\$95.00-\$140.00
Project Manager.....	\$110.00 - \$150.00
Rodman.....	\$40.00
Survey Manager.....	\$115.00 - \$150.00
Survey Party Chief.....	\$108.00 - \$117.00
Survey Technician	\$77.00 - \$95.00
Traffic/Transportation Engineer.....	\$94.00 - \$150.00

II. **Limitation of Liability.** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate of Dunaway Associates, L.P. and Dunaway Associates, L.P.'s officers, directors, partners, employees, agents and Dunaway Associates, L.P.'s Subconsultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Dunaway Associates, L.P. or Dunaway Associates, L.P.'s officers, directors, partners, employees, agents or Dunaway Associates, L.P.'s Subconsultants or any of them, shall not exceed the limits of our professional liability.

III. **No Consequential Damages.** Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Dunaway Associates, L.P., their employees, agents, or subconsultants. Consequential damages include, but are not limited to, loss of use and loss of profit.

IV. **No Duties to Third Parties.** The services to be performed by Dunaway Associates, L.P. under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Dunaway Associates, L.P. toward any person or persons not a party to this Agreement including, but not limited to any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

V. **Claims Limited to Insurance Coverage.** The Client and Dunaway Associates, L.P. waive all rights for damages, each against the other and against the contractors, subconsultants, agents, and employees of the other, but only to the extent covered by property insurance during or after construction, except such rights as they may have to the proceeds of such insurance. The Client and Dunaway Associates, L.P. each shall require similar waivers from their contractors, subconsultants, and agents.

VI. **General Contractor Duties and Responsibilities.** Neither the professional activities of Dunaway Associates, L.P., nor the presence of Dunaway Associates, L.P. or his or her employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the Work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Dunaway Associates, L.P. and his or her personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Dunaway Associates, L.P. and Dunaway Associates, L.P.'s Subconsultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

VII. **Cancellation.** It is understood that this Agreement may be canceled at any time by the Client and payment shall be due based on the method of computation in Section I only on Work performed or expenses incurred to date of cancellation.

VIII. **Payments and Interest.** Client recognizes that prompt payment of Dunaway Associates, L.P.'s Invoices is an essential aspect of the overall consideration Dunaway Associates, L.P. requires for providing service to Client. Client agrees to pay all charges not in dispute within 15 days of payment from the Town of Pantego. A statement of charges for services will be submitted by the 15th of each month.

2009034-02_ST&C_CMA_Pantego Street Beaut_11-0128_JAW.doc

STANDARD TERMS & CONDITIONS

Page 2 of 2

- IX. Cessation of Services.** If Client, for any reason, fails to pay the undisputed portion of Dunaway Associates, L.P.'s invoices within 30 days of invoice date, Dunaway Associates, L.P. has the right to cease work on the project and Client shall waive any claim against Dunaway Associates, L.P. for cessation of services, and shall defend and indemnify Dunaway Associates, L.P. from and against any claims for injury or loss stemming from Dunaway Associates, L.P.'s cessation of service. Client shall also pay Dunaway Associates, L.P. the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.
- X. Legal Action.** Subject in all respects to the other provisions of this Agreement, in the event legal action is necessary to enforce the payment terms of this Agreement, the prevailing party in any such action shall be entitled to collect any judgment or settlement sums due, plus reasonable attorney's fees, court costs and other reasonable expenses incurred by the prevailing party in connection with such collection action.
- XI. Dispute Resolution and Termination.** In the event any bill, or portion thereof, is disputed by Client, Client shall notify Dunaway Associates, L.P. within 10 days of receipt of the bill in question, and Client and Dunaway Associates, L.P. shall work together to resolve the matter within 60 days of its being called to Dunaway Associates, L.P.'s attention. If resolution of the matter is not attained within 60 days, either party may terminate this Agreement in accordance with conditions indicated in the termination of agreement clause specified in Section VII.
- XII. Mediation.** In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Dunaway Associates, L.P. agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and Dunaway Associates, L.P. further agree to include a similar mediation provision in all agreements with independent contractors and subconsultants retained for the Project and to require all independent contractors and subconsultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.
- XIII. Surveying Regulations.** Land Surveying in the State of Texas is regulated by the Texas Board of Professional Land Surveying, Building A, Suite 156, 12100 Park 35 Circle, Austin, Texas 78753, telephone number (512) 239-5263.
- XIV. Reimbursable Expenses.** Other charges which may apply to the Client's project include:
- A. Printing and reproduction shall be billed at standard commercial rates.
 - B. All direct non-labor expense, including bid advertising, etc., and travel and subsistence for the principals and staff as required for the proper execution of the work, are charged at actual invoice cost. Filing fees paid by Dunaway Associates, L.P. will be charged at cost plus 10%. Travel by passenger vehicles shall be at a rate commensurate with IRS regulations.
 - C. For services not offered as a part of Dunaway Associates, L.P.'s normal services, the Client may, at his option, contract directly with the third party for such services or through Dunaway Associates, L.P. If such contracts are made through Dunaway Associates, L.P., a service charge of 10% will be added to the net amount of such contracts.
- XV. Certifications, Guarantees and Warranties.** Dunaway Associates, L.P. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Dunaway Associates, L.P. cannot ascertain.
- XVI. Assignment.** Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by the Consultant as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.
- XVII. Miscellaneous.**
- A. **Intellectual Property.** The drawings, specifications and any other work products (including but not limited to software programs and electronic media of any description) prepared by Dunaway Associates, L.P. for this project shall remain the property of Dunaway Associates, L.P. and Dunaway Associates, L.P. shall retain all common law, statutory and other reserved rights, including the copyright, where applicable.
 - B. **Entire Agreement.** This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement and shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.
 - C. **Counterparts.** This Agreement shall be executed with one or more separate counterparts, each of which, when so executed, shall, together, constitute and be one in the same instrument.
 - D. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with the substantive laws of the State of Texas and the parties hereto agree and consent that venue for all purposes shall be in Tarrant County, Texas.
 - E. **Proposal Expiration.** The terms stated in the proposal are valid only if executed by both parties within 90 days from the date of the proposal.
 - F. **Free Publicity.** Dunaway Associates, L.P. has the right to photograph the above named project and to use the photos in the promotion of the professional practice of Dunaway Associates, L.P. through advertising, public relations, brochures or other marketing materials. Should additional photos be needed in the future, the client agrees to provide reasonable access to the project.

2009034-02_ST&C_CMA_Pantego Street Beaut_11-0128_JAW.doc



JORDAN & SKALA ENGINEERS, INC.

Atlanta • Charlotte • Dallas • Houston • Las Vegas • Washington, DC

August 12, 2009 (Revised September 18, 2009) (Revised December 2, 2009)
(Revised December 7, 2009) (Revised February 15, 2011) (Revised February 17, 2011)

Adrienne McClure
CMA
4130 Commerce St. #105
Dallas, TX 75226

Re: Park Row Streetscape
Pantego, TX

Dear Adrienne:

Pursuant to our recent meeting, Jordan & Skala Engineers, Inc. proposes to furnish engineering services for the subject project for the fee(s) as follows:

- Electrical Design Services \$4,100

We understand the project scope to be as outlined in RFP dated August 12, 2009 and as follows:

Project Description

- New streetscape project along Park Row including: monument signage, gateway feature with integral lighting and illuminated signage, and illuminated LED marker lighting at gateway crosswalk.
- Provide separate metering and electric services for the gateway feature, monument signs, and crosswalks.
- LED marker lighting at crosswalk areas will be selected by others. Coordination of crosswalk lighting with the civil engineer and electric utility and incorporation into the drawings is included.
- All portions of the project will be designed concurrently, with individual components on separate drawings to allow for phased construction.

Technical Clarifications

- Coordination of electric power with civil engineer and/or local utility is included.
- JSE will specify new electrical service(s) as required for project requirements. New electric services will include coordination of meter size and location, specification of electrical load center and time clock/lighting control.
- No electrical power conditioning or emergency power system designs are included except as required by code.
- Communications, security, and audio-visual systems are not included in the electrical fee.
- Lighting and dimming system design services for specialized and architectural lighting would be by others. JSE lighting scope is limited to general area lighting design and circuiting of

specialized, architectural lighting designed by others. Compliance with applicable energy code(s) shall be the responsibility of the lighting consultant for the areas in which he is commissioned.

- All site utilities are presumed to be adequate for project requirements without need for supplemental or booster systems.

Expenses

- Reproduction expenses included in the above fee are for design coordination only. Printing, copying and scanning expenses for reviews, pricing, permitting or other purposes will be considered reimbursable expenses.
- Project will be designed at submitted as a single package for concurrent construction of each component. Phased design and construction packages will be considered additional services.
- All expenses for required travel away from the metro-Dallas area will be considered reimbursable expenses.
- Miscellaneous expenses such as routine long distance telephone and photocopying are included in the base fee. Courier, express mail and teleconferencing charges are considered reimbursable expenses.
- All reimbursable expenses will be billed at 1.1 times actual cost.
- Transmission of electronic media (drawings and specifications) other than for coordination during the design process shall be considered additional services, and will be allowed at our discretion on a limited basis.

Other Limitations and Assumptions

- Proposal is based upon the submission of one (1) set of drawings and specifications for permit and construction. Separate, partial submissions of documents for foundation, shell interior, or other permits are not included, and will be considered additional services.
- Preparation of COMcheck energy code compliance certificate for lighting systems is included.
- LEED and/or Green building programs, documentation and analyses are not included.
- Construction phase services are limited to RFI responses, telephone assistance, up to two (2) reviews of required shop drawings. Field construction reviews would be considered additional services at \$950 per man-review/day plus expenses.
- Representation at Owner/Architect/Contractor meetings during construction is not included.
- All work associated with expediting and/or procuring permits is excluded.
- This proposal is based on the standard design/bid/build project hierarchies of Owner/Architect/Consultant and Owner/General Contractor/Sub-Contractor. We reserve the right to amend this agreement to reflect work required should the Owner elect to contract with a Construction Manager at "no risk," and/or enter into prime contracts directly with the mechanical, electrical, or other contractors.
- This proposal is predicated upon all design work being completed within a mutually acceptable schedule, and within one year of the date of this proposal.
- Unless specifically acknowledged herein, Jordan & Skala Engineers understands that payment for all services rendered is not contingent upon any financial (e.g. loan closing), legal (e.g. obtaining easements or zoning) or any other qualifications besides the providing of our professional services.

Park Row Streetscape
August 12, 2009 (Revised September 18, 2009) (Revised December 2, 2009)
(Revised December 7, 2009) (Revised February 15, 2011) (Revised February 17, 2011)
Page 3 of 3

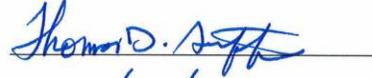
Sincerely,

JORDAN & SKALA ENGINEERS, INC.



Rex A. Drake, PE

ACCEPTED BY:



Date: 3/22/4

Structural Services

LPSE

Lobsinger & Potts Structural Engineering, Inc.
3509 Hulen St., Suite 208, Fort Worth, TX 76107

Phone: (817) 763-8950

Fax: (817) 763-8970

Email: engineering@lpse.net

AGREEMENT FOR STRUCTURAL ENGINEERING SERVICES

This is an AGREEMENT made as of the 15th day of February 2011 BETWEEN the Architect:

Eric Brooks, AIA, LEED AP
CMA P.A.
200 Bailey Avenue, Suite 310
Fort Worth, Texas 76107
(817) 877-0044 office
(817) 877-0418 fax

and the Structural Engineer:

Cory W. Potts, PE
Lobsinger & Potts Structural Engineering, Inc.
3509 Hulen Street, Suite 208
Fort Worth, Texas 76107

The Architect and the Structural Engineer agree as set forth below:

SCOPE OF WORK:

It is the intent of design team to design the Beautification Structures for the Town of Pantego, Texas.

Basic Services of the Structural Engineer shall be to provide a structural design and drawings in sufficient detail to allow competitive bidding of, and construction of the structural system.

The Structural Engineer will coordinate and cooperate with the architect and other design consultants of the project as required. The Basic Services are outlined in detail as follows:

I. BASIC SERVICES

1. CONSTRUCTION DOCUMENTS

The Structural Engineer will design the foundation and framing for the monument sign and gateway/arch feature. The Structural Engineer will coordinate his work with the Architect and other design professionals. The Structural Engineer will provide outline material specification on the drawings.

2. CONTRACT ADMINISTRATION

Pantego Park Row PH1 &2

Structural Services

The Structural Engineer will review structural shop drawings prepared by others for general compliance with the design intent of the structural contract documents and answer, in-office, construction related questions. No site visits are included. Site visits will be billed hourly if required.

II. ADDITIONAL SERVICES (EXCLUSIONS)

Exclusions: The following items are excluded from the Structural Engineer's Scope of Basic Services and shall be considered Additional Services.

- A. Other consultant fees.
- B. Equipment, Materials, or Construction related work.
- C. Construction cost estimates.
- D. Redesign or modifications of Project after Pricing or Bidding to meet Owner's budget constraints.
- E. Soil investigation (owner to provide a report - required for foundation design).
- F. Site retaining walls, site work, paving.
- G. Specification typing, printing, and preparation.
- H. Reimbursable expenses as listed.

III. COMPENSATION

Lobsinger & Potts Structural Engineering, Inc. shall be compensated as follows

TOTAL LUMP SUM FEE OF ONE THOUSAND SEVEN HUNDRED DOLLARS (\$1700.00)

1. HOURLY RATES FOR REQUESTED ADDITIONAL SERVICES

The additional services as requested by the client will be billed at an hourly rate. Hourly rates through the year of 2011 are as follows:

Structural Engineer	\$125.00 per hour
Drafting Personnel	\$45.00 per hour

2. REIMBURSABLE EXPENSES

Reimbursable expenses will be billed at actual cost. No reimbursable expenses will be incurred without the Architect's authorization. Reimbursable expenses include but are not limited to:

Plotting, printing, and delivery of drawings beyond normal coordination sets, Travel outside of the Dallas/Fort Worth Area, Deliveries to third parties.

IV. BILLING AND GENERAL TERMS

Invoices shall be submitted by the 20th of the month. Payments are due in the offices of LPSE within 15 calendar days of receiving payment from the owner. Hourly charges will be invoiced with description of services rendered, date, and actual time spent. No reimbursable expenses or hourly charges will be incurred without the Architect's authorization.

V. OTHER PROVISIONS

1. TERMINATION

Either party may terminate our agreement on seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination, LPSE shall be paid for services rendered to termination date including reimbursable expenses.

2. OWNERSHIP OF DOCUMENTS

All original documents, plans, specifications, estimates, notes, and calculation created by Engineer are and shall remain the property of Lobsinger & Potts Structural Engineering, Inc. Reproducible copies of the construction documents will be provided to Architect, with the understanding that the use of the copies will be solely in connection with the assignment covered by this Agreement and for no other purpose.

This AGREEMENT entered into as of the day and year written above.

ARCHITECT:

Eric Brooks, AIA, LEED AP
CMA

STRUCTURAL ENGINEER:

Cory W. Potts, P.E.
Principal



AGENDA BACKGROUND

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

Date: January 26, 2015

PRESENTER:

Matt Fielder, City Manager

BACKGROUND:

At the last regular City Council meeting, Council discussed holding the next special meeting to review the issues raised during the review of the proposed Zoning Ordinance in February. Staff recommends scheduling the meeting for either Wednesday, February 18th, or Tuesday, February 24th.

The completed redlined version of the ordinance has been placed in Drop Box for Council's review.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends Council establish a date for the next special meeting to review the draft Zoning Ordinance.

ATTACHMENTS:

N/A.

Director's Review: _____
City Manager's Review: M.F.