



Melody Paradise, Mayor  
Russell Brewster, Mayor Pro Tem

# AGENDA

## TOWN COUNCIL

### February 9, 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
  - PantegoFest 2015
2. Monthly Staff Reports
  - Finance: Monthly Investment, Interest Distribution, Fund Investment, General Fund Variance Analysis, General Fund Summarized Expenditure Variance Analysis, Water and Sewer Variance Analysis.
  - Public Safety: Public Safety Monthly Activity Report, Officer Activity Report, Criminal Investigation Report, Crime Statistics, Fire Department Monthly Activity Summary, Letters of Appreciation.
  - Public Works Department: Director's Update, Water Billing Reports
  - Community Development: Certificate of Occupancies, Building Permits, Inspections, Construction Values, Contractor Registrations.
  - Municipal Court: Citations Issued, Warrants Issued, Monies Received.
  - Utilities: Water and Sewer Billing Analysis, Garbage and Recycle Billing Analysis.
3. Approval of Bills Payable and Purchase Orders in excess of \$1,000.  
*A summary of invoices, purchase orders, and applicable copies are included in the agenda packet.*
4. Approval and Acceptance of Minutes  
Approval of Town Council Minutes:
  - Town Council minutes from December 15, 2014
  - Town Council minutes from January 12, 2015
  - Town Council minutes from January 26, 2015Acceptance of Minutes of Boards and Commissions:
  - CRB Minutes from January 6, 2015

#### REGULAR SESSION 7:30 P. M.

#### CALL TO ORDER/WELCOME

INVOCATION BY: Mayor Paradise

#### PLEDGE OF ALLEGIANCE

#### MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS

#### HONORS/RECOGNITIONS

- Recognition of Officer Marquez for his Promotion to Corporal.
- Recognition of Detective Whitwell for his Promotion to Detective Sergeant.

Council will recess for a Reception to celebrate the above promotions.

#### 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.

## RESOLUTIONS

5. Discuss, direct, and consider action on Resolution 15-02 a resolution of the Town Council of the Town of Pantego authorizing the City Manager to enter into a contract with a private attorney to provide collection services within the meaning of Texas Code of Criminal Procedure 103.0031 and providing for an effective date.
6. Discuss, direct, and consider action on Resolution 15-03 a resolution of the Town Council of the Town of Pantego authorizing the City Manager to enter into an Agreement with the City of Fort Worth for the purpose of providing Public Safety voice radio communications and mutual aid or emergency assistants and providing for an effective date.

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

7. 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.
8. Discuss, direct, and consider action on an update from Alan Plummer Associates, Inc. regarding the Lane Well.

## SCHEDULED EXECUTIVE SESSION ITEMS

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

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

## 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, February 6, 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](http://www.townofpantego.com).





# City Manager's Report

**To:** Mayor Paradise and Members of the Town Council

**From:** Matt Fielder, City Manager

**Date:** February 9, 2015

## **Update on Personnel Vacancies**

Two positions have been filled with tentative offers. These are Police Officer and Support Services Specialist. The candidates are clearing the background and drug screening and should be starting towards the end of the month. Vacancies still remain for a police officer and public safety dispatcher.

## **PantegoFest 2015**

Flair Events has been working to secure the use of the Park Row West Shopping Center, as well as to obtain sponsors and vendors. In addition, they are working on updating the website, obtaining quotes on a banner that would cover the arch, and identifying available bands.

1-23-15

Dear Friends,

Thank you so very much for the lovely floral tribute to the memory of Jim Sidens. We did so love living in Rancho more than 46 years.

I thank you with all my heart to the emergency responders for trying so desperately to save Jim's life. God bless you always.

Devery Sidens



# AGENDA BACKGROUND

**AGENDA ITEM:** Monthly Staff Reports

**Date:** February 9, 2015

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**PRESENTER:**

Matt Fielder, City Manager

**BACKGROUND:**

Staff reports on departmental activities on a monthly basis.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval of the reports as presented.

**ATTACHMENTS:**

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

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

December 11, 2014

Mr. Matthew Fielder  
City Manager  
Town of Pantego  
1614 S. Bowen Road  
Pantego, TX 76013-3336

Dear Mr. Fielder:

I am pleased to inform you that the Town of Pantego has earned a 2014 Platinum Leadership Circle Award. Your application scored 21 points of 22 possible on our ratings criteria to earn this award.

Your listing on our "Texas Transparency" website now displays the Platinum seal to indicate that you have received this award. Enclosed is your copy of a Leadership Circle Award Certificate. You will also receive a digital seal that you may post on your website.

Congratulations on your success in moving forward on financial transparency and joining our Leadership Circle.

Sincerely,

  
Susan Combs

Enclosure





# Texas Comptroller Leadership Circle Platinum Member

awarded to

## Town of Pantego

For continued progress toward achieving financial transparency. The Texas Comptroller's Leadership Circle program recognizes local governments across Texas that are striving to meet a high standard for financial transparency online. Your efforts to provide citizens with clear, consistent pictures of spending and share information in a user-friendly format have paved the way for achieving greater financial transparency.

December 11, 2014

A handwritten signature in black ink, reading "Susan Combs". The signature is written in a cursive style and is positioned above a thin horizontal line.



## ABOUT THIS REPORT

This report has been prepared by the Town of Pantego's Finance department. It is intended to provide users (internal and external) with information regarding the Town's financial position and economic activity. This report includes information for the period ending January 31, 2015.

The report is presented in four sections:

1. The **Monthly Investment Report** provides a summary of the Town's investment portfolio, interest earnings and a brief market outlook including the monthly cash and investment report. This report also includes a narrative of key operating trends affecting the fluctuation of cash inflows and outflows.
2. The **Budget Variance Analysis Report** for the General Fund and the Water and Sewer Fund provides current month and year-to-date budget variances for key revenue sources and expenditures by the function/department that comprises the General and Water and Sewer Funds.
3. The **Notes to the Budget Variance Analysis Report** contains a high level summary of the General and Water and Sewer Operating Funds using graphic illustrations. Narrative disclosures are included to highlight changes and fluctuations in key revenue sources and overall departmental expenditures. This section also provides a comparison of the current fiscal year budget projections to actual and comparisons of current year actual to results from the prior fiscal year.
4. The **Budget Summary of All Funds Report** contains an overview of all the budgeted funds of the Town. This section provides a comparison of budgeted revenues and expenditures to year-to-date actual results for each budgeted fund of the Town.

Please contact me if you would like additional information, and/or have comments or suggestions regarding this monthly report.

Ariel Carmona, CGFO  
Finance Director  
acarmona@townofpantego.com  
(817)617-3707

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**Town of Pantego  
Monthly Investment Report  
As of January 31, 2015**

Book Value of Pool Account, January 1, 2015 \$ 4,895,029

Security	Purchase Date	Par	Maturity Date	Yield	Price
Texpool	1/1/2015	\$ 4,895,029	1/31/2015	0.04%	\$ 1.00
Certificate of Deposits	2/28/2014	\$ 900,000	2/27/2015	0.23%	\$ 900,000

Security	Beginning Book Value	Beginning Market Value	Net Change in Market Value	Ending Book Value	Ending Market Value
Texpool	\$ 4,895,029	\$ 4,895,323	\$ 206,227	\$ 5,101,193	\$ 5,101,550
Certificate of Deposits	907,309	907,309	0.00	907,309	907,309
<b>Total</b>	<b>\$ 5,802,338</b>	<b>\$ 5,802,632</b>	<b>\$ 206,227</b>	<b>\$ 6,008,503</b>	<b>\$ 6,008,859</b>

**Pantego Economic Development Corp.  
Monthly Investment Report  
As of January 31, 2015**

Book Value of Pool Account, January 1, 2015 \$ 374,976

Security	Purchase Date	Par	Maturity Date	Yield	Price
Texpool	1/1/2015	\$ 374,976	1/31/2015	0.04%	\$ 1.00

Security	Beginning Book Value	Beginning Market Value	Net Change in Market Value	Ending Book Value	Ending Market Value
Texpool	\$ 374,976	\$ 374,998	\$ 39,058	\$ 414,027	\$ 414,056
<b>Total</b>	<b>\$ 374,976</b>	<b>\$ 374,998</b>	<b>\$ 39,058</b>	<b>\$ 414,027</b>	<b>\$ 414,056</b>

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

  
Matthew Fielder  
City Manager

  
Ariel Carmona  
Finance Director

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<b>Deposit Reports</b>	<b>Withdrawal Report Scheduler</b>	<b>Transfer Report Access</b>	<b>Multi Transaction Statements</b>	<b>Vendor Payment Inquiry</b>
			<b>Help / Contact Us</b>	<b>Update Profile</b>

## Interest Distribution Report

Interest Distribution Report

Generated: 02/03/2015  
Settlement Date: 01/30/2015

Location : 79038  
Location Name : TOWN OF PANTEGO

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

Pool Number/Name	Account Number	Account Name	Interest Amount	Month End Balance
449/	7903800001	GENERAL FUND	\$200.31	\$5,101,193.34
449/	7903800002	PANTEGO ECONOMIC DEVELOPMENT CORP	\$15.18	\$414,027.00
		TexPool Totals:	\$215.49	\$5,515,220.34
		Locations Totals	\$215.49	\$5,515,220.34

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



## Pool Information

Location: 79038  
TOWN OF PANTEGO

### TexPool

Average monthly rate for January	0.0465%
Average monthly allocation factor for January	0.000001274
<b>Information as of</b>	February 2, 2015
Current Interest Rate <sup>(3)</sup>	0.0433%
Allocation Factor	0.000001187
7 day Net Yield	0.04%
Current Pool Balance	\$16,353,505,457.53
Current Weighted Average Maturity <sup>(1)</sup>	40 days
Current Weighted Average Maturity <sup>(2)</sup>	59 days
Market Value per Share	1.00007

### TexPool Prime

Average monthly rate for January	0.0706%
Average monthly allocation factor for January	0.000001934
<b>Information as of</b>	February 2, 2015
Current Interest Rate <sup>(3)</sup>	0.0748%
Allocation Factor	0.000002049
7 day Net Yield	0.08%
Current Pool Balance	\$1,707,452,333.12
Current Weighted Average Maturity <sup>(1)</sup>	34 days
Current Weighted Average Maturity <sup>(2)</sup>	37 days
Market Value per Share	1.00002

### Contact Information

Participant Services 1-866-839-7665

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

TOWN OF PANTEGO  
 CASH & INVESTMENTS REPORT  
 AS OF: JANUARY 31ST, 2015

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
<u>GENERAL FUND</u>						
100-0-000-102.00	CASH	227,050.26				
100-0-000-102.10	PETTY CASH	500.00				
100-0-000-102.20	CHANGE FUND - COURT	300.00				
100-0-000-102.30	CHANGE FUND - CITY HALL	105.00				
100-0-000-202.00	CERT OF DEPOSIT		252,755.95			
100-0-000-203.00	DISC NOTE #1			0.00		
100-0-000-204.00	TEXPOOL				1,993,049.30	
TOTAL 100-GENERAL FUND		227,955.26	252,755.95	0.00	1,993,049.30	2,473,760.51
<u>LONG TERM DEBT FUND</u>						
TOTAL 150-LONG TERM DEBT FUND		0.00	0.00	0.00	0.00	0.00
<u>FIXED ASSETS FUND</u>						
TOTAL 175-FIXED ASSETS FUND		0.00	0.00	0.00	0.00	0.00
<u>WATER AND SEWER FUND</u>						
200-0-000-102.00	CASH	212,641.63				
200-0-000-102.10	PETTY CASH	0.00				
200-0-000-202.00	CERTIFICATE OF DEPOSIT		251,751.37			
200-0-000-203.00	DISCOUNT NOTE #1			0.00		
200-0-000-204.00	TEXPOOL				0.00	
TOTAL 200-WATER AND SEWER FUND		212,641.63	251,751.37	0.00	0.00	464,393.00
<u>CAPITAL PROJECTS FUND</u>						
300-0-000-102.00	CASH	0.00				
300-0-000-202.00	CERT OF DEPOSITS		0.00			
300-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
300-0-000-204.00	TEXPOOL				225,208.00	
TOTAL 300-CAPITAL PROJECTS FUND		0.00	0.00	0.00	225,208.00	225,208.00
<u>INTEREST &amp; SINKING FUND</u>						
400-0-000-102.00	CASH	0.00				
400-0-000-202.00	CERT OF DEPOSITS		100,700.51			
400-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
400-0-000-204.00	TEXPOOL				199,026.46	
TOTAL 400-INTEREST & SINKING FUND		0.00	100,700.51	0.00	199,026.46	299,726.97
<u>STREET IMPVMT CONST FUND</u>						
500-0-000-102.00	CASH	0.00				
500-0-000-202.00	CERT OF DEPOSITS		251,751.37			
500-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
500-0-000-204.00	TEXPOOL				378,848.51	
TOTAL 500-STREET IMPVMT CONST FUND		0.00	251,751.37	0.00	378,848.51	630,599.88

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
<u>PARK ROW PROJ FUND</u>						
550-0-000-204.00	TEXPOOL				1,506,696.25	
TOTAL 550-PARK ROW PROJ FUND		0.00	0.00	0.00	1,506,696.25	1,506,696.25
<u>TRUST &amp; AGENCY FUND</u>						
650-0-000-102.00	CASH	72,173.95				
650-0-000-202.00	CERT OF DEPOSITS		0.00			
650-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
650-0-000-204.00	TEXPOOL				15,733.41	
TOTAL 650-TRUST & AGENCY FUND		72,173.95	0.00	0.00	15,733.41	87,907.36
<u>WATER/SEWER CONSTRUCTION</u>						
700-0-000-102.00	CASH	0.00				
700-0-000-202.00	CERT OF DEPOSITS		0.00			
700-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
700-0-000-204.00	TEXPOOL				334,975.27	
TOTAL 700-WATER/SEWER CONSTRUCTION		0.00	0.00	0.00	334,975.27	334,975.27
<u>INFRASTRUCTURE IMPVMT</u>						
750-0-000-102.00	CASH	0.00				
750-0-000-202.00	CERT OF DEPOSITS		0.00			
750-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
750-0-000-204.00	TEXPOOL				319,648.12	
TOTAL 750-W/S INFRASTRUCTURE FUND		0.00	0.00	0.00	319,648.12	319,648.12
<u>PAYROLL IMPREST FUND</u>						
777-0-000-102.00	CASH	6,844.37				
TOTAL 777-PAYROLL IMPREST FUND		6,844.37	0.00	0.00	0.00	6,844.37
<u>COURT SECURITY FUND</u>						
800-0-000-102.00	CASH	0.00				
800-0-000-202.00	CERT OF DEPOSITS		0.00			
800-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
800-0-000-204.00	TEXPOOL				19,997.31	
TOTAL 800-COURT SECURITY FUND		0.00	0.00	0.00	19,997.31	19,997.31
<u>COURT TECHNOLOGY FUND</u>						
825-0-000-102.00	CASH	0.00				
825-0-000-202.00	CERT OF DEPOSITS		0.00			
825-0-000-203.00	FHML MTG DISC NOTE #1			0.00		
825-0-000-204.00	TEXPOOL				55,024.49	
TOTAL 825-COURT TECHNOLOGY FUND		0.00	0.00	0.00	55,024.49	55,024.49
<u>PANTEGOPEST</u>						
850-0-000-102.00	CASH	29,381.87				
850-0-000-102.20	CHANGE FUND	0.00				
850-0-000-204.00	TEXPOOL				0.00	
TOTAL 850-PANTEGOPEST		29,381.87	0.00	0.00	0.00	29,381.87

TOWN OF PANTEGO  
 CASH & INVESTMENTS REPORT  
 AS OF: JANUARY 31ST, 2015

FUND-ACCT. NO.	ACCOUNT NAME	CASH	CD'S	DISC NOTES	TEXPOOL	FUND TOTAL
<u>SHAMBURGER MEMORIAL FUND</u>						
875-0-000-102.00	CASH	0.00				
875-0-000-202.00	CERT OF DEPOSITS		50,350.24			
875-0-000-203.00	FMHL MTG DISC NOTE #1			0.00		
875-0-000-204.00	TEXPOOL				32,116.68	
TOTAL 875-SHAMBURGER		0.00	50,350.24	0.00	32,116.68	82,466.92
<u>CARTWRIGHT LIBRARY FUND</u>						
880-0-000-102.00	CASH	0.00				
880-0-000-202.00	CERT OF DEPOSITS		0.00			
880-0-000-203.00	FMHL MTG DISC NOTE #1			0.00		
880-0-000-204.00	TEXPOOL				20,869.54	
TOTAL 880-CARTWRIGHT LIBRARY FUND		0.00	0.00	0.00	20,869.54	20,869.54
<u>PEDC INTEREST &amp; SINKING</u>						
901-0-000-102.00	CASH	0.00				
901-0-000-206.10	TEXPOOL				201,259.60	
TOTAL 901-PEDC INTEREST & SINKING		0.00	0.00	0.00	201,259.60	201,259.60
<u>PEDC BOND RESERVE FUND</u>						
TOTAL 902-PEDC BOND RESERVE FUND		0.00	0.00	0.00	0.00	0.00
<u>PEDC OPERATING FUND</u>						
903-0-000-102.00	CASH	2,499.18				
903-0-000-102.10	PETTY CASH	0.00				
903-0-000-206.10	TEXPOOL				212,767.40	
TOTAL 903-PEDC OPERATING FUND		2,499.18	0.00	0.00	212,767.40	215,266.58
<u>PEDC ADMIN EXPENDITURE</u>						
TOTAL 904-DORMANT		0.00	0.00	0.00	0.00	0.00
<u>PEDC REDEMPTION FUND</u>						
TOTAL 905-DORMANT		0.00	0.00	0.00	0.00	0.00
<u>PEDC SALES TAX REVENUE</u>						
906-0-000-102.00	CASH	0.00				
906-0-000-206.10	TEXPOOL				0.00	
TOTAL 906-PEDC SALES TAX REVENUE		0.00	0.00	0.00	0.00	0.00
<u>ACCOUNTS PAYABLE IMPREST</u>						
TOTAL 999-DORMANT		0.00	0.00	0.00	0.00	0.00
<hr/>						
ALL FUNDS TOTAL		551,496.26	907,309.44	0.00	5,515,220.34	6,974,026.04
TOTAL CASH AND INVESTMENTS		551,496.26			6,422,529.78	

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TOWN OF PANTEGO GENERAL FUND REVENUE REPORT JANUARY 2015  
 General Fund Variance Analysis

Revenues:	*-----CURRENT MONTH-----*			*-----YEAR TO DATE-----*			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Property Tax	\$ 277,595	\$ 275,000	\$ 2,595	\$ 691,077	\$ 685,000	\$ 6,077	\$ 950,000	27%
Delinquent Tax Property	-	1,417	(1,417)	-	5,667	(5,667)	17,000	100%
Sales Tax	110,090	108,201	1,889	467,596	432,803	34,793	1,298,409	64%
Franchise Fee-Natural Gas	-	-	-	-	-	-	23,000	100%
Franchise Fee-Communications	73	-	73	22,585	15,000	7,585	90,000	75%
Franchise Fee-Electricity	-	-	-	25	-	25	175,000	100%
Franchise Fee-Cable	-	-	-	2,748	2,333	415	14,000	80%
Franchise Fee-Water & Sewer	-	-	-	6,250	6,250	-	25,000	75%
Mixed Beverage Tax	3,972	3,500	472	3,972	3,500	472	14,000	72%
Warrant Charges	9,568	8,333	1,234	29,586	33,333	(3,748)	100,000	70%
FTA / City (Omni Base)	568	708	(140)	2,048	2,833	(785)	8,500	76%
Court Fines and Penalties	30,650	32,917	(2,267)	104,103	131,667	(27,563)	395,000	74%
Special Expense Fee	23,165	22,917	248	87,383	91,667	(4,283)	275,000	68%
Police Accident Reports	51	67	(16)	134	267	(133)	800	83%
Child Safety Guard Program	317	708	(391)	2,180	2,833	(653)	8,500	74%
Traffic Fees	449	625	(176)	1,727	2,500	(773)	7,500	77%
City Judicial Fee	213	250	(37)	772	1,000	(228)	3,000	74%
City Arrest Fees	1,351	1,625	(274)	5,247	6,500	(1,253)	19,500	73%
10% Serv. Fee from T&A	3,906	2,083	1,823	7,513	8,333	(820)	25,000	70%
Time Payment Fee	4,994	1,558	3,435	10,646	6,233	4,412	18,700	43%
Planning and Zoning Fees	2,000	625	1,375	2,000	2,500	(500)	7,500	73%
Plan Review Fees	1,256	583	672	1,584	2,333	(749)	7,000	77%
Building Permits	1,467	3,917	(2,450)	7,224	15,667	(8,442)	47,000	85%
Liquor Licenses	1,243	167	1,076	1,243	667	576	2,000	38%
Contractor Registration Fee	1,200	917	283	3,950	3,667	283	11,000	64%
Certificates of Occupancy	1,400	583	817	2,810	2,333	477	7,000	60%
Clean & Show	-	25	(25)	200	100	100	300	33%
Dog Tag Revenue	10	17	(7)	60	67	(7)	200	70%
NSF Check Fees	-	2	(2)	-	8	(8)	25	100%
Ambulance Revenue	11,255	10,000	1,255	33,725	40,000	(6,275)	120,000	72%
Fire Inspections	-	500	(500)	1,170	2,000	(830)	6,000	81%
Park Rental Revenue	145	250	(105)	465	1,000	(535)	3,000	85%
Gas Royalty Revenue	1,639	667	972	3,608	2,667	941	8,000	55%
Copy Fees	-	4	(4)	-	17	(17)	50	100%
No Insurance Towing Fees	875	1,667	(792)	1,075	6,667	(5,592)	20,000	NA
Interest Revenue	200	458	(258)	575	1,833	(1,258)	5,500	90%
Other Revenue	681	1,667	(985)	2,234	6,667	(4,433)	20,000	89%
<b>Total</b>	<b>\$ 490,333</b>	<b>\$ 481,957</b>	<b>\$ 8,376</b>	<b>\$ 1,507,513</b>	<b>\$ 1,525,911</b>	<b>\$ (18,397)</b>	<b>\$ 3,732,484</b>	<b>60%</b>

TOWN OF PANTEGO GENERAL FUND EXPENSE REPORT JANUARY 2015  
 General Fund Variance Analysis

Expenses:	*-----CURRENT MONTH-----*			*-----YEAR TO DATE-----*			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
General & Administrative	\$ 65,427	\$ 68,641	\$ 3,215	\$ 208,152	\$ 218,547	\$ 10,395	\$ 687,445	70%
Public Works	44,408	46,578	2,170	145,173	157,835	12,662	551,401	74%
Community Development	7,949	9,840	1,892	33,401	38,734	5,333	126,496	74%
Police	98,220	106,129	7,909	383,417	410,291	26,874	1,275,908	70%
Fire	92,841	96,470	3,628	321,330	333,980	12,650	1,021,287	69%
Municipal Court	33,267	35,951	2,684	111,064	120,121	9,056	352,441	68%
Community Relations Board	880	880	-	7,767	7,787	20	11,500	32%
Special Events	2,007	1,630	(377)	8,877	8,500	(377)	8,500	-4%
<b>Total</b>	<b>\$ 344,999</b>	<b>\$ 366,120</b>	<b>\$ 21,120</b>	<b>\$ 1,219,181</b>	<b>\$ 1,295,794</b>	<b>\$ 76,613</b>	<b>\$ 4,034,978</b>	<b>70%</b>

TOWN OF PANTEGO WATER AND SEWER REVENUE REPORT JANUARY 2015  
 Water and Sewer Fund Variance Analysis

Revenue	*-----CURRENT MONTH-----*			*-----YEAR TO DATE-----*			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Sale of Water	\$ 32,669	\$ 33,000	\$ (331)	\$ 148,933	\$ 146,333	\$ 2,600	\$ 500,000	70%
Water Tap Fees	-	25	(25)	-	100	(100)	300	100%
Sewer Service Charge Fee	29,264	30,000	(736)	120,702	121,667	(965)	370,000	67%
Sewer Tap Fees	-	21	(21)	-	83	(83)	250	100%
Trash Collections	7,731	7,500	231	31,010	30,000	1,010	90,000	66%
Sales Tax on Trash Collections	632	619	13	2,534	2,475	59	7,425	66%
Recycling	2,046	2,125	(79)	8,201	8,500	(299)	25,500	68%
Sales Tax on Recycling	157	175	(18)	629	701	(72)	2,104	70%
Penalties	2,071	1,250	821	6,356	5,000	1,356	15,000	58%
N.S.F. Check Fees	30	33	(3)	60	133	(73)	400	85%
Adm. Serv. Charge / Sewer Impact	560	417	143	2,120	1,667	453	5,000	58%
Interest Revenue	-	63	(63)	-	250	(250)	750	100%
Other Revenue	3,624	2,333	1,291	9,871	9,333	538	28,000	65%
Trash Contract Payable	(7,731)	(7,500)	(231)	(31,010)	(30,000)	(1,010)	(90,000)	66%
Sales Tax on Trash Collections Payable	(632)	(619)	(13)	(2,534)	(2,475)	(59)	(7,425)	66%
Recycling Contract Payable	(2,046)	(2,125)	79	(8,201)	(8,500)	299	(25,500)	68%
Sales Tax on Recycling Payable	(157)	(175)	18	(629)	(701)	72	(2,104)	70%
Total Revenue before Transfers	<u>\$ 68,217</u>	<u>\$ 67,142</u>	<u>\$ 1,075</u>	<u>\$ 288,042</u>	<u>\$ 284,567</u>	<u>\$ 3,475</u>	<u>\$ 919,700</u>	<u>69%</u>

TOWN OF PANTEGO INFRASTRUCTURE IMPROVEMENT FUND REPORT JANUARY 2015  
 Water and Sewer Fund Variance Analysis

Revenue:	*-----CURRENT MONTH-----*			*-----YEAR TO DATE-----*			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Infrastructure Improvements	\$ 24,968	\$ 27,500	\$ (2,532)	\$ 100,540	\$ 110,000	\$ (9,460)	\$ 330,000	70%

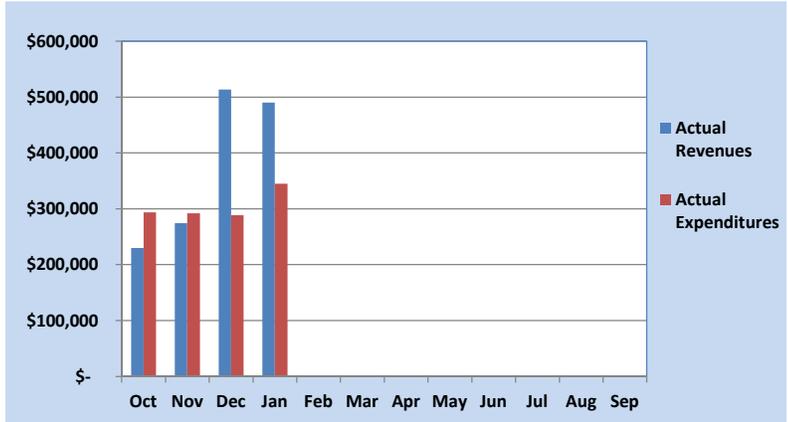
TOWN OF PANTEGO WATER AND SEWER EXPENDITURE REPORT JANUARY 2015  
 Water and Sewer Fund Variance Analysis

Expenses:	*-----CURRENT MONTH-----*			*-----YEAR TO DATE-----*			BUDGET	
	Actual	Budget	Variance Favorable (Unfavorable)	Actual	Budget	Variance Favorable (Unfavorable)	Total	% Remaining
Water Expense	\$ 15,039	\$ 15,857	\$ 818	\$ 52,195	\$ 58,563	\$ 6,368	\$ 324,070	84%
Sewer Expense	<u>39,725</u>	<u>40,996</u>	<u>1,270</u>	<u>63,189</u>	<u>67,194</u>	<u>4,005</u>	<u>373,383</u>	<u>83%</u>
	<u>\$ 54,764</u>	<u>\$ 56,852</u>	<u>\$ 2,088</u>	<u>\$ 115,384</u>	<u>\$ 125,758</u>	<u>\$ 10,373</u>	<u>\$ 697,453</u>	<u>83%</u>

**TOWN OF PANTEGO, TEXAS**  
**Notes to the Monthly Budget Variance Report - General Fund**  
**As of January 31, 2015**

**OVERALL FUND PERFORMANCE**  
**FY 2015 GENERAL FUND REVENUES VS EXPENDITURES**

MONTH	Actual Revenues	Actual Expenditures	Change in Fund Balance Increase (Decrease)
Oct	\$ 229,668	\$ 293,492	\$ (63,824)
Nov	274,134	292,018	(17,884)
Dec	513,378	288,672	224,706
Jan	490,333	344,999	145,334
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
<b>TOTAL</b>	<b>\$ 1,507,513</b>	<b>\$ 1,219,181</b>	<b>\$ 288,332</b>
<i>Budget</i>	<i>\$ 3,732,484</i>	<i>\$ 4,034,978</i>	
<i>Over/(under)</i>	<i>\$ (2,224,971)</i>	<i>\$ (2,815,797)</i>	
<i>YTD % collected &amp; expensed</i>	<i>40.4%</i>	<i>30.2%</i>	



**Revenues:**

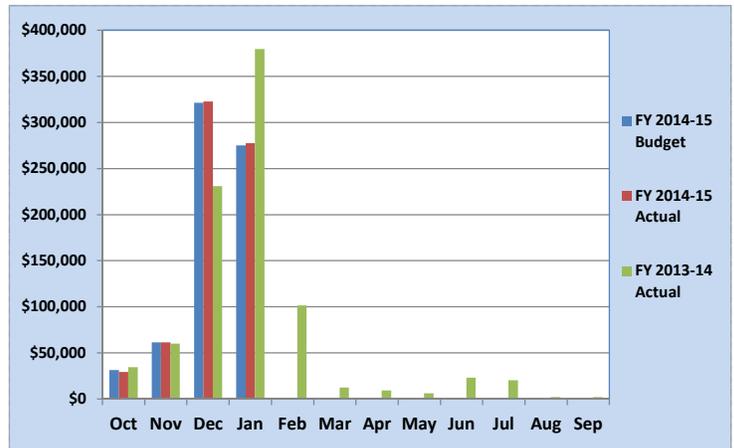
Overall, total revenues in the General Fund as of January 31 totaled \$1,507,513. Revenues for the same period last year totaled \$1,566,110; \$58,597 higher compared to this year. However, compared to this year's projection of \$1,525,911 through January 31, total revenue collected for the period is \$18,398 lower than anticipated. Even though the Town has collected about \$35,000 more than projected on sales tax revenue, collection from other revenue sources have failed to meet projections as of January 31. Budget projections compared to actuals from revenue collected will become clearer as the fiscal year progresses. Staff will continue to evaluate monthly revenue trends throughout the year.

**Expenditures:**

Expenditures in the General Fund as of January 31 totaled \$1,219,181; \$76,613 lowered than projected. Total expenditures for the same period last year were \$1,280,548, \$61,367 higher compared to this year's expenditures. The difference may be attributable to the timing of capital purchases, vacancy savings and lower than expected expenses.

**REVENUE ANALYSIS - General Fund**  
**FY 2015 PROPERTY TAX (Current & Delinquent)**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 34,367	\$ 31,417	\$ 29,204	\$ (2,213)
Nov	60,066	61,417	61,371	(46)
Dec	230,830	321,417	322,907	1,490
Jan	379,898	275,000	277,595	2,595
Feb	101,435			
Mar	12,374			
Apr	9,103			
May	6,061			
Jun	22,934			
Jul	20,219			
Aug	2,027			
Sep	1,922			
<b>TOTAL</b>	<b>\$ 881,236</b>	<b>\$ 689,251</b>	<b>\$ 691,077</b>	<b>\$ 1,826</b>
<i>Budget</i>	<i>\$ 880,000</i>		<i>\$ 967,000</i>	
<i>Over/(under)</i>	<i>\$ 1,236</i>		<i>\$ (275,923)</i>	
<i>YTD % collected</i>			<i>71.5%</i>	



**Property tax:**

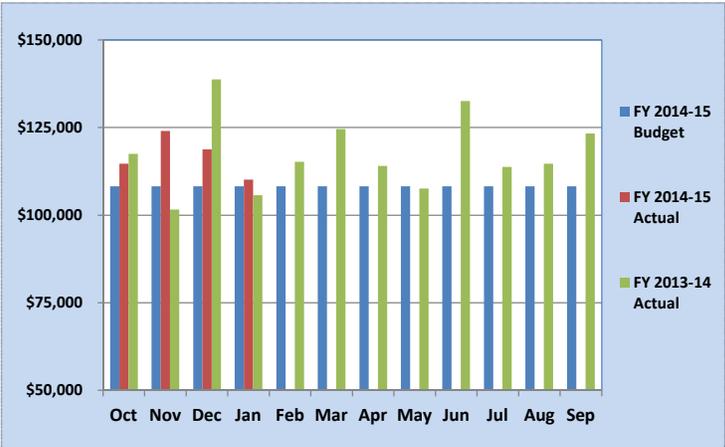
**Description:** Property tax is the second largest source of revenue for the General Fund. Property taxes are levied on both real and personal property according to the property's valuation and tax rate. The property tax rate for the Town of Pantego for FY 2015 is \$0.42 per \$100 valuation, unchanged from the prior fiscal year. Although the property tax remained unchanged, total revenue from property tax is expected to increase this fiscal year due to a slight increase in property values. The Tarrant County Tax Assessor Collector mails property tax statements the first week of October. Taxes are due by January 31. Taxes unpaid as of February 1 are considered late and therefore subject to penalty and interest.

**Analysis:** General fund property tax collections through the month of January totaled \$691,077 or 71.5% of the FY 2015 budgeted amount. Last year \$705,161 or 80.1% of the property tax was collected through January 31. The difference may be attributable to the timing of the payment disbursements from the Tax Assessor Collector this year compared to last.

**TOWN OF PANTEGO, TEXAS**  
**Notes to the Monthly Budget Variance Report - General Fund (continued)**  
**As of January 31, 2015**

**REVENUE ANALYSIS - General Fund**  
**FY 2015 SALES AND USE TAX**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 117,450	\$ 108,201	\$ 114,681	\$ 6,480
Nov	101,605	108,201	124,068	15,867
Dec	138,744	108,201	118,757	10,556
Jan	105,673	108,201	110,090	1,889
Feb	115,203	108,201		
Mar	124,540	108,201		
Apr	114,075	108,201		
May	107,566	108,201		
Jun	132,526	108,201		
Jul	113,790	108,201		
Aug	114,681	108,201		
Sep	123,282	108,198		
<b>TOTAL</b>	<b>\$ 1,409,135</b>	<b>\$ 1,298,409</b>	<b>\$ 467,596</b>	<b>\$ 34,792</b>
Budget	\$ 1,281,969		\$ 1,298,409	
Over/(under)	\$ 127,166		\$ (830,813)	
YTD % collected			36.0%	



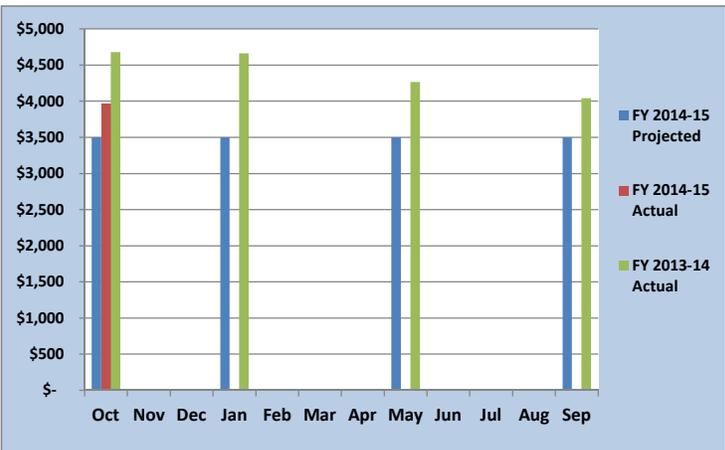
**Sales and use tax:**

**Description:** Tax imposed on all retail sales, leases and rentals of most goods, as well as taxable services. The total sales tax rate levied within the Town is 8.25% (State 6.25%; Town 1.25%; Street Improvement 0.25%; PEDC 0.50%). Sales taxes are collected by the State Comptroller and are collected on sales made two months or more prior to the allocation payment date. As the largest source of revenue to the Town's General Fund, sales and use taxes are essential to the delivery of services to the community.

**Analysis:** Sales tax revenue through the end of January of \$467,596 compared to revenue from the same period last year of \$463,472 shows an increase of \$4,124. Compared to this year's budget period projection of \$432,804, sales tax for through January 31 is \$34,792 higher than anticipated.

**REVENUE ANALYSIS - General Fund**  
**FY 2015 MIXED BEVERAGE TAX**

MONTH	FY 2013-14 Actual	FY 2014-15 Projected	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 4,681	\$ 3,500	\$ 3,972	\$ 472
Nov	-	-	-	-
Dec	-	-	-	-
Jan	4,661	3,500		
Feb	-	-		
Mar	-	-		
Apr	-	-		
May	4,267	3,500		
Jun	-	-		
Jul	-	-		
Aug	-	-		
Sep	4,044	3,500		
<b>TOTAL</b>	<b>\$ 17,653</b>	<b>\$ 14,000</b>	<b>\$ 3,972</b>	<b>\$ 472</b>
Budget	\$ 11,000		\$ 14,000	
Over/(under)	\$ 6,653		\$ (10,028)	
YTD % collected			28.4%	



**Mixed beverage tax:**

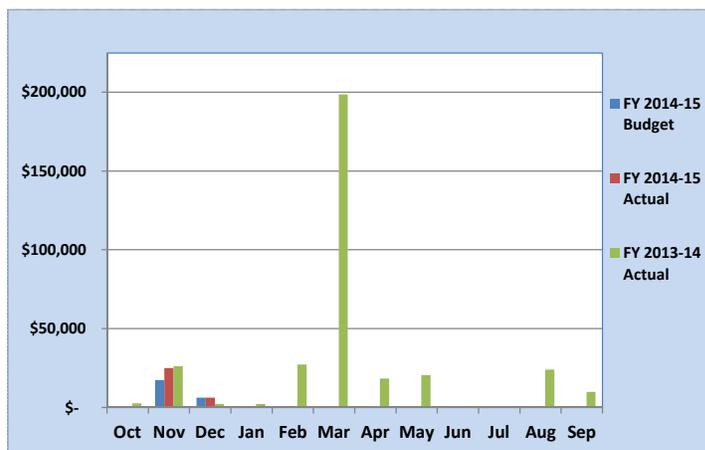
**Description:** Effective January 1, 2014 the gross receipts tax was lowered to 6.7% (previously 14%) and an 8.25% mixed beverage sales tax was added to the price of each mixed beverage sold. Following the end of each calendar quarter, the State Comptroller allocates a portion of the mixed beverage taxes received, both gross receipts and sales tax, to the county/city where the business is located. Mixed beverage tax allocation amounts are dependent upon the timing and accuracy of the taxpayers' returns and payments, but generally represent taxes remitted to the Comptroller's office during the calendar quarter immediately preceding the month the allocation is distributed.

**Analysis:** Collections of mixed beverage tax through the end of January totaled \$3,972; \$472 higher than projected for the period. However, compared to last year's actual revenue collection of \$4,681, this year's first quarter mixed beverage tax decreased by \$709.

**TOWN OF PANTEGO, TEXAS**  
**Notes to the Monthly Budget Variance Report - General Fund (continued)**  
**As of January 31, 2015**

**REVENUE ANALYSIS - General Fund**  
**FY 2015 FRANCHISE FEES**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 2,501	\$ -	\$ 313	\$ 313
Nov	26,240	17,333	24,966	7,633
Dec	2,122	6,250	6,256	6
Jan	2,170	-	73	73
Feb	27,162			
Mar	198,730			
Apr	18,228			
May	20,492			
Jun	-			
Jul	-			
Aug	24,031			
Sep	9,789			
<b>TOTAL</b>	<b>\$ 331,464</b>	<b>\$ 23,583</b>	<b>\$ 31,608</b>	<b>\$ 8,025</b>
Budget	\$ 327,000		\$ 327,000	
Over/(under)	\$ 4,464		\$ (295,392)	
YTD % collected			9.7%	



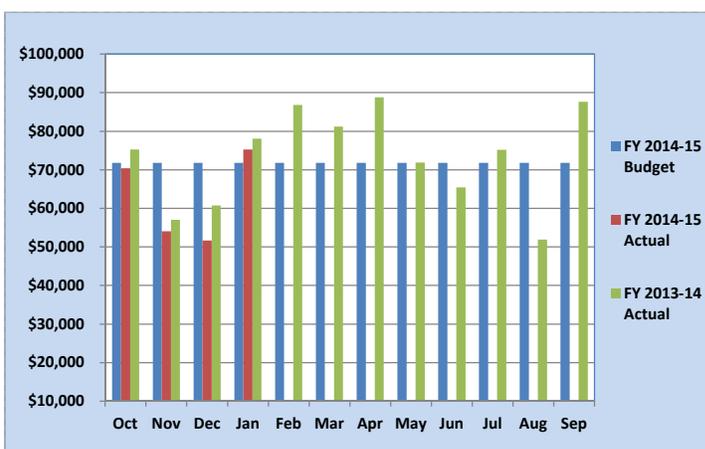
**Franchise fees:**

**Description:** Franchise fees are fees charged to specific industries conducting business within the Town. Utilities (electric, phone, gas and cable) that operate within the Town pay this fee for their use of the Town's right-of-way to run their utility lines. Franchise fee payments are based on a percentage of the utilities' gross receipts. Most utility companies pay quarterly with electricity paid yearly during the month of March. Franchise fees for FY 2015 represent nearly 9% of the total General Fund projected revenues and include franchise fees from electric, gas, cable and telecommunications utility companies.

**Analysis:** Revenue from franchise fees through January 31 totaled \$31,608; \$8,025 higher than projected for the period. Franchise payments are currently 34.0% higher than projected and \$1,425 or 4.3% lower compared to the prior year.

**REVENUE ANALYSIS - General Fund**  
**FY 2015 FINES & FORFEITURES**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 75,261	\$ 71,792	\$ 70,412	\$ (1,380)
Nov	57,019	71,792	54,055	(17,737)
Dec	60,736	71,792	51,640	(20,152)
Jan	78,089	71,792	75,232	3,440
Feb	86,792	71,792		
Mar	81,185	71,792		
Apr	88,776	71,792		
May	71,867	71,792		
Jun	65,458	71,792		
Jul	75,144	71,792		
Aug	51,879	71,792		
Sep	87,632	71,788		
<b>TOTAL</b>	<b>\$ 879,837</b>	<b>\$ 861,500</b>	<b>\$ 251,339</b>	<b>\$ (35,829)</b>
Budget	\$ 861,500		\$ 861,500	
Over/(under)	\$ 18,337		\$ (610,161)	
YTD % collected			29.2%	



**Fines and Forfeitures:**

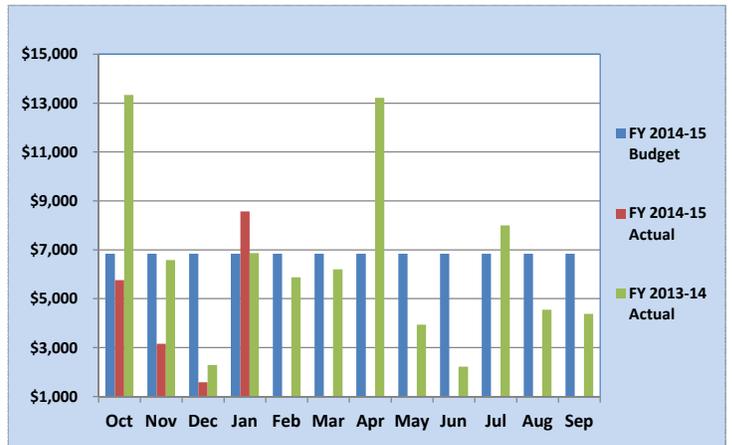
**Description:** Fines and forfeitures revenue for the Town include revenue from municipal court fines, warrant charges and other special assessment fees. Fines and related fees are assessed by the violation of local ordinances and state laws. For every dollar assessed, a percentage is recognized as fines or fees for the municipality and fees assessed by the State. The Town remits to the State of Texas the fees collected that the State assessed for itself.

**Analysis:** Court fines and fees represent 23.1% of the total revenue projection for the General Fund. Fines and forfeiture collections are \$251,339 or 29.2% of budget as of January 31. Current year revenues, however, are \$19,765 or 7.3% lower than collections realized through the end of January FY 2014. Compared to the current year projections of \$287,168, court fines and related fees actual revenue collections are \$35,829 lower than projected.

**TOWN OF PANTEGO, TEXAS**  
**Notes to the Monthly Budget Variance Report - General Fund (continued)**  
**As of January 31, 2015**

**REVENUE ANALYSIS - General Fund**  
**FY 2015 LICENSES & PERMITS**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 13,328	\$ 6,833	\$ 5,764	\$ (1,069)
Nov	6,579	6,833	3,151	(3,682)
Dec	2,286	6,833	1,580	(5,253)
Jan	6,861	6,833	8,576	1,743
Feb	5,872	6,833		
Mar	6,198	6,833		
Apr	13,211	6,833		
May	3,941	6,833		
Jun	2,213	6,833		
Jul	7,997	6,833		
Aug	4,555	6,833		
Sep	4,378	6,837		
<b>TOTAL</b>	<b>\$ 77,419</b>	<b>\$ 82,000</b>	<b>\$ 19,071</b>	<b>\$ (8,261)</b>
Budget	\$ 83,050		\$ 82,000	
Over/(under)	\$ (5,631)		\$ (62,929)	
YTD % collected			23.3%	



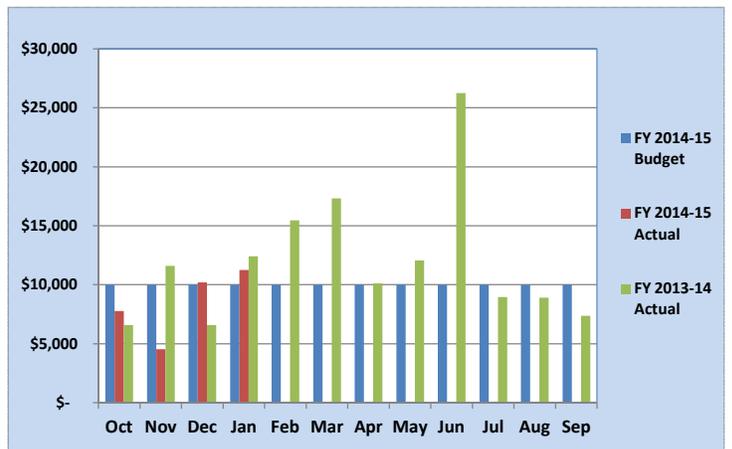
**Licenses and Permits:**

**Description:** Licenses and permits include revenue collected by the Town for services related to construction activity. It also includes project permits which cover all or partial construction (electrical, plumbing, mechanical, and certificate of occupancy fees), specific permits (fences, garage sale, electric, plumbing), and service fees (re-inspections and special inspections).

**Analysis:** Licenses and permits represent 2.2% of the total revenue projection for the General Fund. Collections for the same period last year were \$29,054; \$9,983 higher than current year revenue. Compared to current year projections, revenue from licenses and permits are \$8,261 lower than anticipated.

**REVENUE ANALYSIS - General Fund**  
**FY 2015 AMBULANCE REVENUE**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 6,580	\$ 10,000	\$ 7,758	\$ (2,242)
Nov	11,596	10,000	4,522	(5,478)
Dec	6,582	10,000	10,190	190
Jan	12,419	10,000	11,255	1,255
Feb	15,442	10,000		
Mar	17,327	10,000		
Apr	10,106	10,000		
May	12,055	10,000		
Jun	26,235	10,000		
Jul	8,948	10,000		
Aug	8,909	10,000		
Sep	7,354	10,000		
<b>TOTAL</b>	<b>\$ 143,553</b>	<b>\$ 120,000</b>	<b>\$ 33,725</b>	<b>\$ (6,275)</b>
Budget	\$ 120,000		\$ 120,000	
Over/(under)	\$ 23,553		\$ (86,275)	
YTD % collected			28.1%	



**Ambulance services:**

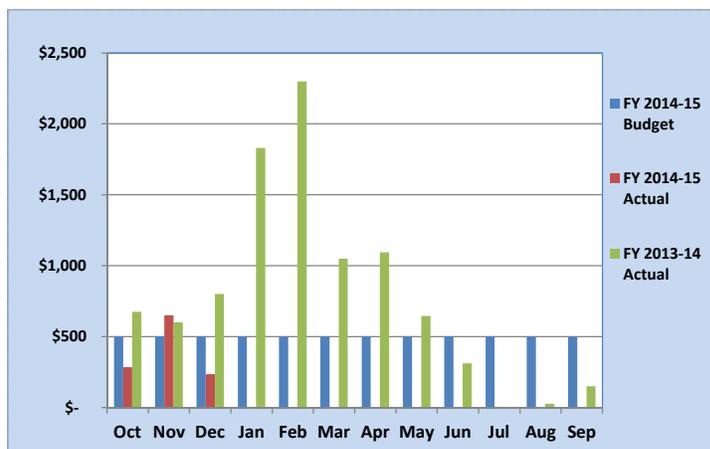
**Description:** This fee represents the revenue that is earned from providing emergency medical services to the Town of Pantego citizens. The fees help offset the cost of providing this service to the community.

**Analysis:** Revenues of \$33,725 through the end of January represent 28.1% of total projected ambulance revenue. Compared to last year revenue of \$37,176, current year revenue is \$3,451 or 9.3% lower. Compared to current year projections, revenue is \$6,275 lower than the \$30,000 projected as of January 31.

**TOWN OF PANTEGO, TEXAS**  
**Notes to the Monthly Budget Variance Report - General Fund (continued)**  
**As of January 31, 2015**

**REVENUE ANALYSIS - General Fund**  
**FY 2015 FIRE INSPECTIONS**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 675	\$ 500	\$ 285	\$ (215)
Nov	600	500	650	150
Dec	800	500	235	(265)
Jan	1,830	500	-	(500)
Feb	2,300	500		
Mar	1,050	500		
Apr	1,095	500		
May	645	500		
Jun	310	500		
Jul	-	500		
Aug	25	500		
Sep	150	500		
<b>TOTAL</b>	<b>\$ 9,480</b>	<b>\$ 6,000</b>	<b>\$ 1,170</b>	<b>\$ (830)</b>
<i>Budget</i>	<i>\$ 6,000</i>		<i>\$ 6,000</i>	
<i>Over/(under)</i>	<i>\$ 3,480</i>		<i>\$ (4,830)</i>	
<i>YTD % collected</i>			<i>19.5%</i>	



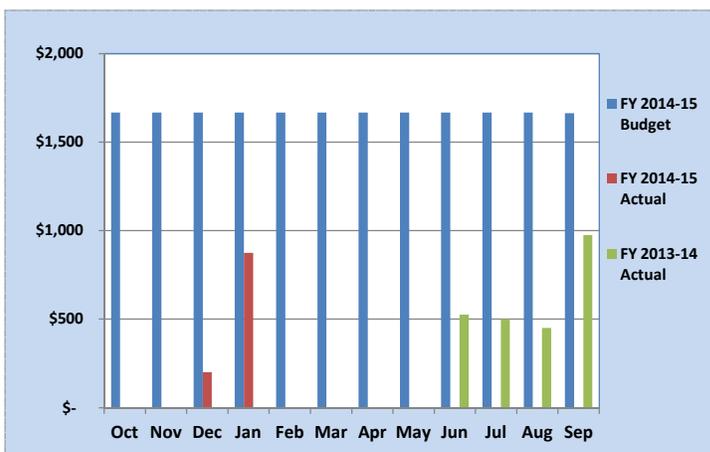
**Fire Inspections**

**Description:** This revenue is collected by the Fire department for fire safety inspections.

**Analysis:** Revenue from fire inspections through January 31 totaled \$1,170 about \$830 short of the \$2,000 projected for the period. Compared to last year revenue of \$3,905, this year collections from fire inspections have decreased by \$2,735.

**REVENUE ANALYSIS - General Fund**  
**FY 2015 NO INSURANCE TOWING FEES**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ -	\$ 1,667	\$ -	\$ (1,667)
Nov	-	1,667	-	(1,667)
Dec	-	1,667	200	(1,467)
Jan	-	1,667	875	(792)
Feb	-	1,667		
Mar	-	1,667		
Apr	-	1,667		
May	-	1,667		
Jun	525	1,667		
Jul	500	1,667		
Aug	450	1,667		
Sep	975	1,663		
<b>TOTAL</b>	<b>\$ 2,450</b>	<b>\$ 20,000</b>	<b>\$ 1,075</b>	<b>(5,593)</b>
<i>Budget</i>	<i>\$ -</i>		<i>\$ 20,000</i>	
<i>Over/(under)</i>	<i>\$ 2,450</i>		<i>\$ (18,925)</i>	
<i>YTD % collected</i>			<i>5.4%</i>	



**No Insurance Towing Fees**

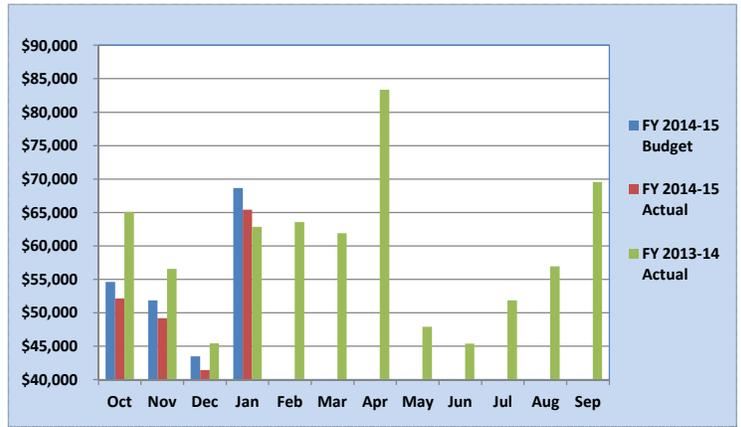
**Description:** Town Council approved an ordinance allowing the Police department to impound vehicles whose owners failed to provide proof of liability insurance. An administrative fee of \$25 per vehicle was authorized to be assessed to the owner of such vehicle. The Town currently holds a contract with a local towing company; the company collects the \$25 administrative fee and forwards this pass-through amount to the Town.

**Analysis:** Due to the timing issue between collection and recording of no insurance towing fees, the revenue collected from the towing company in October and November were applied to August and September of the prior fiscal year. The amounts reported in December and January represent collections from the months of October and November.

**TOWN OF PANTEGO, TEXAS**  
**Notes to the Monthly Budget Variance Report - General Fund (continued)**  
**As of January 31, 2015**

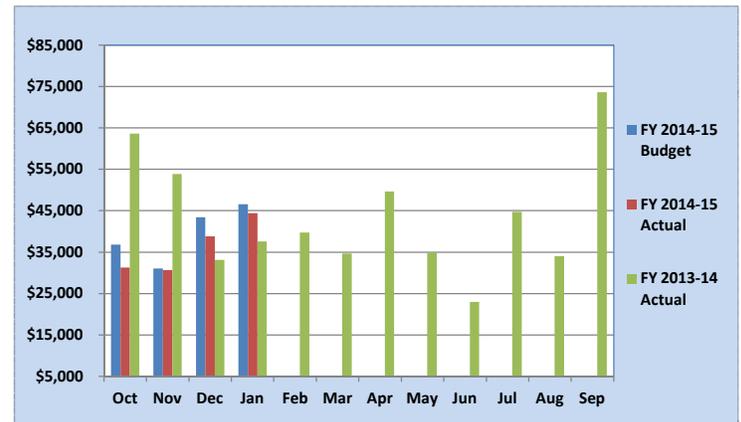
**EXPENDITURES ANALYSIS BY FUNCTION - General Fund**  
**General and Administrative**

<u>MONTH</u>	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 65,081	\$ 54,629	\$ 52,134	\$ 2,495
Nov	56,558	51,831	49,177	2,654
Dec	45,395	43,445	41,414	2,031
Jan	62,855	68,642	65,427	3,215
Feb	63,541			
Mar	61,869			
Apr	83,367			
May	47,893			
Jun	45,395			
Jul	51,852			
Aug	56,952			
Sep	69,563			
<b>TOTAL</b>	<b>\$ 710,321</b>	<b>\$ 218,547</b>	<b>\$ 208,152</b>	<b>\$ 10,395</b>
<i>Budget</i>	<i>\$ 741,782</i>	<i>\$ 687,445</i>	<i>\$ 687,445</i>	
<i>Over/(under)</i>	<i>\$ (31,461)</i>		<i>\$ (479,293)</i>	
<i>YTD% expensed</i>			<i>30.3%</i>	



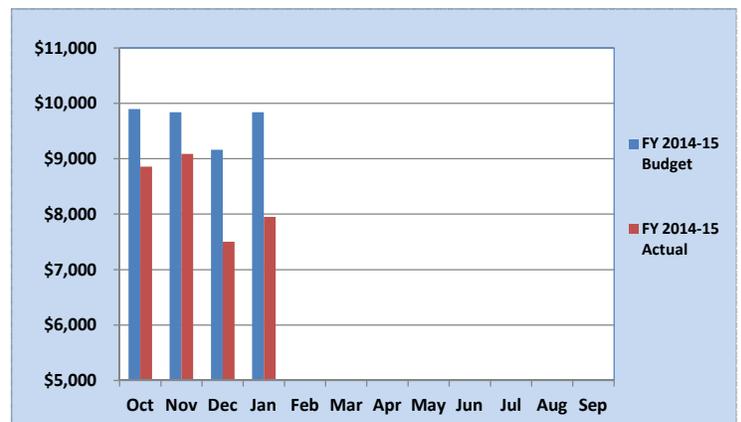
**EXPENDITURES ANALYSIS BY FUNCTION - General Fund**  
**Public Works**

<u>MONTH</u>	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 63,600	\$ 36,791	\$ 31,310	\$ 5,481
Nov	53,865	31,054	30,679	375
Dec	33,110	43,412	38,776	4,637
Jan	37,603	46,578	44,408	2,170
Feb	39,745			
Mar	34,638			
Apr	49,664			
May	34,861			
Jun	22,998			
Jul	44,721			
Aug	34,085			
Sep	73,599			
<b>TOTAL</b>	<b>\$ 522,488</b>	<b>\$ 157,835</b>	<b>\$ 145,173</b>	<b>\$ 12,663</b>
<i>Budget</i>	<i>\$ 581,228</i>	<i>\$ 551,401</i>	<i>\$ 551,401</i>	
<i>Over/(under)</i>	<i>\$ (58,740)</i>		<i>\$ (406,228)</i>	
<i>YTD% expensed</i>			<i>26.3%</i>	



**EXPENDITURES ANALYSIS BY FUNCTION - General Fund**  
**Community Development**

<u>MONTH</u>	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ -	\$ 9,895	\$ 8,859	\$ 1,036
Nov	-	9,837	9,089	748
Dec	-	9,162	7,504	1,658
Jan	-	9,840	7,949	1,891
Feb	-			
Mar	-			
Apr	-			
May	-			
Jun	-			
Jul	-			
Aug	-			
Sep	-			
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 38,734</b>	<b>\$ 33,401</b>	<b>\$ 5,333</b>
<i>Budget</i>		<i>\$ 126,496</i>	<i>\$ 126,496</i>	
<i>Over/(under)</i>			<i>\$ (93,095)</i>	
<i>YTD% expensed</i>			<i>26.4%</i>	

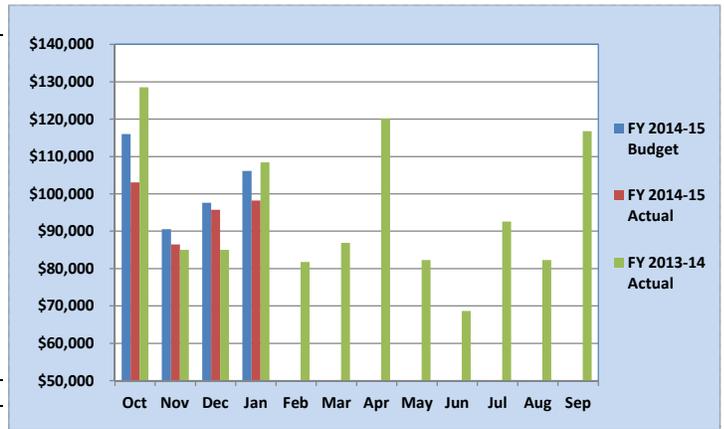


**TOWN OF PANTEGO, TEXAS**  
**Notes to the Monthly Budget Variance Report - General Fund (continued)**  
**As of January 31, 2015**

**EXPENDITURES ANALYSIS BY FUNCTION - General Fund**

**Police Department**

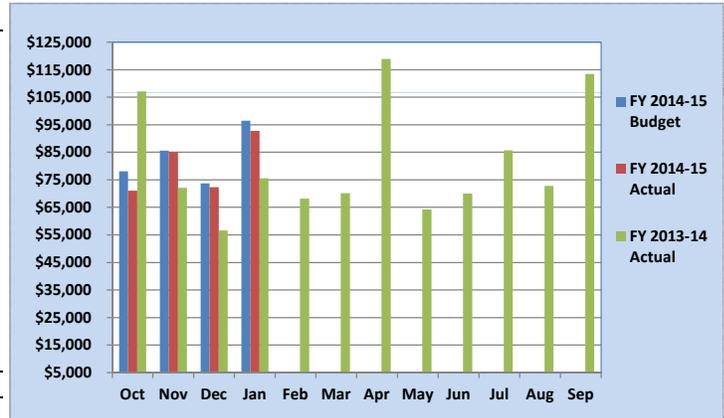
MONTH	FY 2013-14	FY 2014-15	FY 2014-15	Variance
	Actual	Budget	Actual	Favorable (Unfavorable)
Oct	\$ 128,523	\$ 116,033	\$ 103,027	\$ 13,006
Nov	85,023	90,549	86,444	4,105
Dec	84,987	97,580	95,726	1,855
Jan	108,468	106,129	98,220	7,909
Feb	81,808			
Mar	86,915			
Apr	120,201			
May	82,306			
Jun	68,698			
Jul	92,592			
Aug	82,303			
Sep	116,816			
<b>TOTAL</b>	<b>\$ 1,138,640</b>	<b>\$ 410,291</b>	<b>\$ 383,417</b>	<b>\$ 26,875</b>
Budget	\$ 1,199,054	\$ 1,275,908	\$ 1,275,908	
Over/(under)	\$ (60,414)		\$ (892,491)	
YTD% expensed			30.1%	



**EXPENDITURES ANALYSIS BY FUNCTION - General Fund**

**Fire Department**

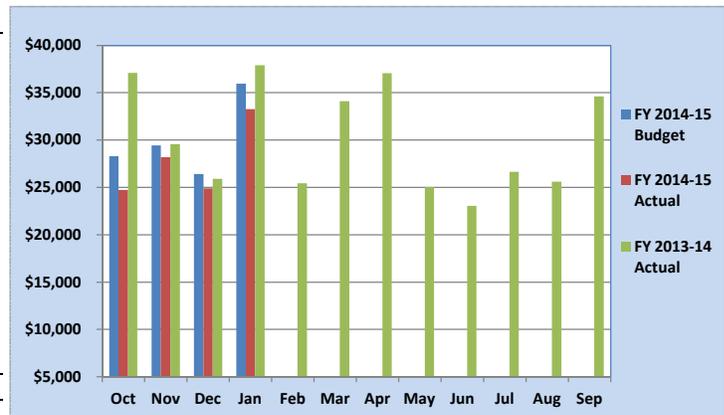
MONTH	FY 2013-14	FY 2014-15	FY 2014-15	Variance
	Actual	Budget	Actual	Favorable (Unfavorable)
Oct	\$ 107,084	\$ 78,136	\$ 71,099	\$ 7,037
Nov	72,154	85,601	85,089	512
Dec	56,611	73,773	72,301	1,472
Jan	75,569	96,470	92,841	3,629
Feb	68,184			
Mar	70,148			
Apr	118,947			
May	64,192			
Jun	70,073			
Jul	85,700			
Aug	72,740			
Sep	113,418			
<b>TOTAL</b>	<b>\$ 974,820</b>	<b>\$ 333,980</b>	<b>\$ 321,330</b>	<b>\$ 12,650</b>
Budget	\$ 970,290	\$ 1,021,287	\$ 1,021,287	
Over/(under)	\$ 4,530		\$ (699,957)	
YTD% expensed			31.5%	



**EXPENDITURES ANALYSIS BY FUNCTION - General Fund**

**Municipal Court**

MONTH	FY 2013-14	FY 2014-15	FY 2014-15	Variance
	Actual	Budget	Actual	Favorable (Unfavorable)
Oct	\$ 37,104	\$ 28,302	\$ 24,727	\$ 3,575
Nov	29,562	29,443	28,182	1,261
Dec	25,905	26,425	24,888	1,537
Jan	37,889	35,951	33,267	2,684
Feb	25,425			
Mar	34,119			
Apr	37,062			
May	25,026			
Jun	23,054			
Jul	26,663			
Aug	25,604			
Sep	34,597			
<b>TOTAL</b>	<b>\$ 362,011</b>	<b>\$ 120,121</b>	<b>\$ 111,064</b>	<b>\$ 9,057</b>
Budget	\$ 371,232	\$ 352,441	\$ 352,441	
Over/(under)	\$ (9,221)		\$ (241,377)	
YTD% expensed			31.5%	



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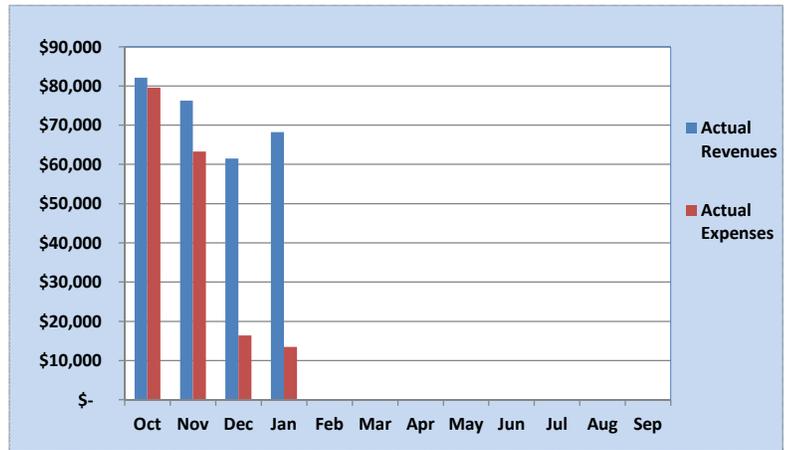
**TOWN OF PANTEGO, TEXAS**

**Notes to the Monthly Budget Variance Report - Water and Sewer Operating Fund**

As of January 31, 2015

**OVERALL FUND PERFORMANCE  
WATER AND SEWER OPERATING FUND REVENUES VS EXPENSES**

MONTH	Actual Revenues	Actual Expenses	Change in Net Position Increase (Decrease)
Oct	\$ 82,098	\$ 2,536	\$ 79,562
Nov	76,266	13,016	63,250
Dec	61,461	45,068	16,393
Jan	68,217	54,764	13,453
Feb			
Mar			
Apr			
May			
Jun			
Jul			
Aug			
Sep			
<b>TOTAL</b>	<b>\$ 288,042</b>	<b>\$ 115,384</b>	<b>\$ 172,658</b>
Budget	\$ 919,700	\$ 697,453	
Over/(under)	\$ (631,658)	\$ (582,069)	
YTD % collected & expensed	31.3%	16.5%	



**Revenues:**

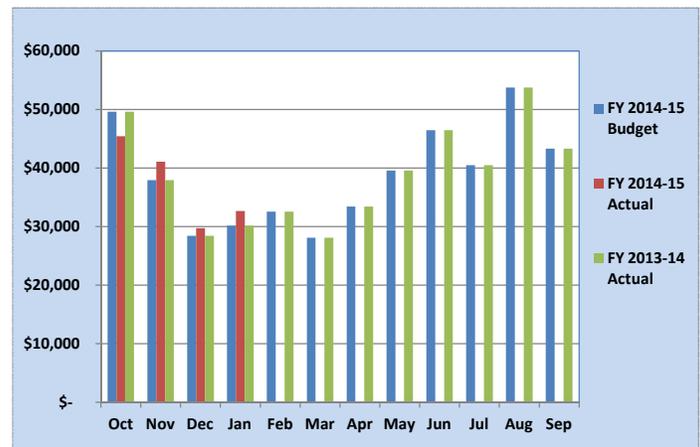
Revenues include collections from the sale of water, sewer service charge, late fees, admin service fees, interest earnings and other revenue. The Infrastructure Improvement fee is accounted for separately and therefore not included in this analysis. Water and Sewer operating fund revenues totaled \$288,042 as of January 31. Compared to last year, revenues for the same period totaled \$289,646; about \$1,604 higher than the current fiscal year.

**Expenses:**

Expenses through January 31 totaled \$115,384; approximately \$1,160 higher than last year's expenses for the same period. Difference may be attributable to the timing of maintenance, repairs and capital purchases.

**REVENUE ANALYSIS - Water and Sewer Operating Fund  
FY 2015 WATER SALES**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 49,655	\$ 41,667	\$ 45,424	\$ 3,757
Nov	37,960	41,666	41,114	(552)
Dec	28,402	30,000	29,726	(274)
Jan	30,185	33,000	32,669	(331)
Feb	32,541			
Mar	28,098			
Apr	33,413			
May	39,571			
Jun	46,465			
Jul	40,468			
Aug	53,787			
Sep	43,337			
<b>TOTAL</b>	<b>\$ 463,881</b>	<b>\$ 146,333</b>	<b>\$ 148,933</b>	<b>\$ 2,600</b>
Budget	\$ 520,000	\$ 500,000	\$ 500,000	
Over/(under)	\$ (56,119)		\$ (351,067)	
YTD % collected			29.8%	



**Sale of Water**

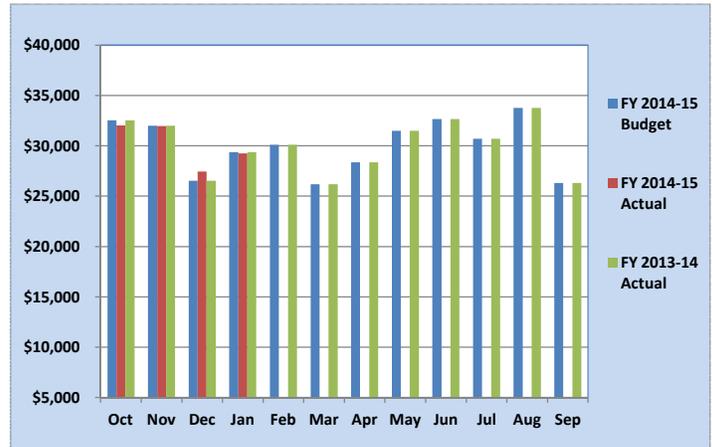
**Description:** The Town of Pantego owns and operates a water system. Utility customer service bills and collects revenue from the sale of potable water to residential, commercial and mobile dwellings. Water sales are highly dependent upon weather conditions, therefore, revenue trends and projections are difficult to predict.

**Analysis:** Water sales through January 31 exceeded projections by \$2,600. Compared to last year's revenue for the same period, revenue from the sale of water increased by \$2,731 or 1.9% this year; from \$146,202 in FY 2014 to \$148,933 in FY 2015.

**TOWN OF PANTEGO, TEXAS**  
**Notes to the Monthly Budget Variance Report - Water and Sewer Fund (continued)**  
**As of January 31, 2015**

**REVENUE ANALYSIS - Water and Sewer Operating Fund**  
**FY 2015 SEWER SERVICE CHARGE**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 32,541	\$ 30,833	\$ 32,028	\$ 1,195
Nov	32,012	30,833	31,969	1,136
Dec	26,546	30,000	27,441	(2,559)
Jan	29,393	30,000	29,264	(736)
Feb	30,098			
Mar	26,178			
Apr	28,377			
May	31,502			
Jun	32,659			
Jul	30,709			
Aug	33,786			
Sep	26,299			
<b>TOTAL</b>	<b>\$ 360,099</b>	<b>\$ 121,666</b>	<b>\$ 120,702</b>	<b>\$ (964)</b>
Budget	\$ 375,000	\$ 370,000	\$ 370,000	
Over/(under)	\$ (14,901)		\$ (249,298)	
YTD % collected			32.6%	



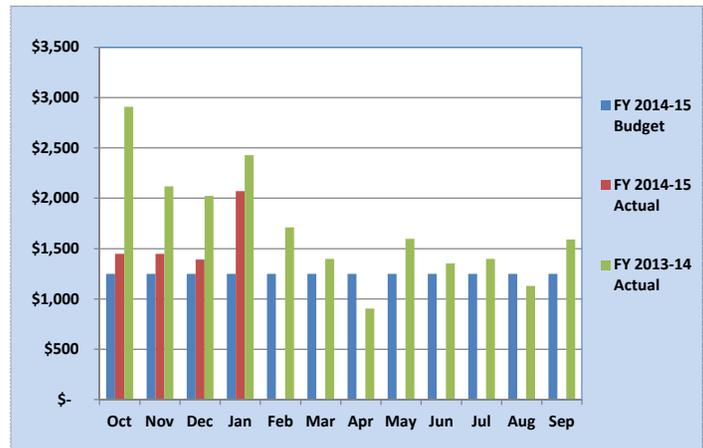
**Sewer Service Charge:**

**Description:** Utility customer service bills and collects revenue from the disposal of sewer discharge for residential, commercial and mobile dwellings. The Town of Pantego has contracts with the City of Fort Worth and the City of Arlington for the treatment of wastewater. These contracts require the Town to pay varying amounts based on the costs associated with the wastewater treated. As with water sales, sewer service charges are highly dependent upon weather conditions, therefore, revenue trends are more difficult to predict.

**Analysis:** Revenue collections from sewer service charges through January 31 failed to meet projections by \$964. However, compared to last year's results, revenue from sewer service charges increased by \$210; from \$120,492 in FY 2014 to \$120,702 in FY 2015.

**REVENUE ANALYSIS - Water and Sewer Operating Fund**  
**FY 2015 LATE PAYMENT FEES**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 2,909	\$ 1,250	\$ 1,447	\$ 197
Nov	2,117	1,250	1,448	198
Dec	2,022	1,250	1,390	140
Jan	2,427	1,250	2,071	821
Feb	1,710	1,250		
Mar	1,396	1,250		
Apr	903	1,250		
May	1,596	1,250		
Jun	1,352	1,250		
Jul	1,397	1,250		
Aug	1,127	1,250		
Sep	1,589	1,250		
<b>TOTAL</b>	<b>\$ 20,545</b>	<b>\$ 15,000</b>	<b>\$ 6,356</b>	<b>\$ 1,356</b>
Budget	\$ 15,000	\$ 15,000	\$ 15,000	
Over/(under)	\$ 5,545		\$ (8,644)	
YTD % collected			42.4%	



**Late payment fees:**

**Description:** All bills for monthly water, sewer and trash services are due upon receipt and are considered delinquent after the billing due date with a 10% of the balance due to be charged if payment in full is not received by the Town. In the event of delinquency in payment of the monthly service charges beyond 30 days after the date of billing, service is disconnected after two (2) days' notice to the customer. A fee is charged and collected for reconnection and restoration of service, as well as all unpaid billings plus penalties, before service is restored.

**Analysis:** Revenue from late fees through the end of January were \$1,356 or 27.1% higher than projected. Compared to last year's actual revenue from late payments fees of \$9,475, collections this year for the same period of \$6,356 are \$3,119 or 49.1% lower.

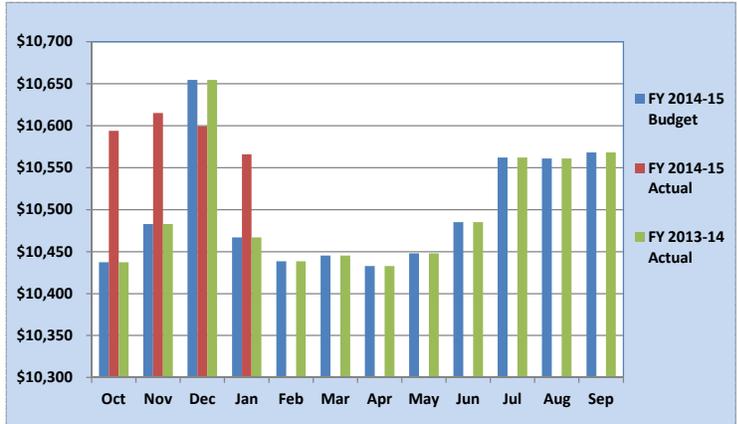
TOWN OF PANTEGO, TEXAS

Notes to the Monthly Budget Variance Report - Water and Sewer Operating Fund (continued)

As of January 31, 2015

**REVENUE ANALYSIS - Water and Sewer Operating Fund  
FY 2015 GARBAGE & RECYCLING**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 10,438	\$ 10,419	\$ 10,594	\$ 175
Nov	10,483	10,419	10,615	196
Dec	10,654	10,419	10,599	180
Jan	10,467	10,419	10,566	147
Feb	10,438	10,419		
Mar	10,445	10,419		
Apr	10,433	10,419		
May	10,448	10,419		
Jun	10,485	10,419		
Jul	10,562	10,419		
Aug	10,561	10,419		
Sep	10,568	10,420		
<b>TOTAL</b>	<b>\$ 125,982</b>	<b>\$ 125,029</b>	<b>\$ 42,374</b>	<b>\$ 698</b>
Budget	\$ 130,700	\$ 125,029	\$ 125,029	
Over/(under)	\$ (4,718)		\$ (82,655)	
YTD % collected			33.9%	



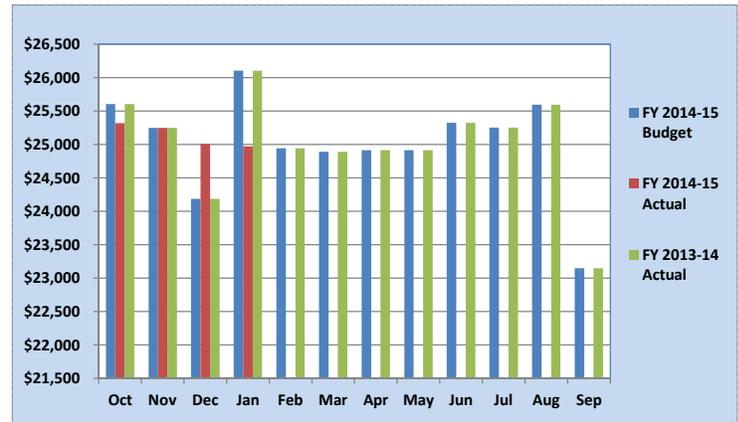
**Garbage & Recycling Fees**

**Description:** Revenue collected from garbage and recycling fees are charged for the residential and the commercial solid waste collection services. The Town of Pantego outsources this service, therefore the revenue collected through utility billing serves to cover the cost of the service.

**Analysis:** Garbage and recycling revenue collections through January 31 exceeded projections by \$698 or 1.68%. Compared to last year's revenue of \$42,042, actual collections this year of \$42,374 increased by \$332 or 0.8%. Even though the number of garbage and recycling accounts remain the same, the cost of the garbage and recycling services increased slightly this year.

**REVENUE ANALYSIS - Water and Sewer - Infrastructure Fund  
FY 2015 INFRASTRUCTURE IMPROVEMENT FEES**

MONTH	FY 2013-14 Actual	FY 2014-15 Budget	FY 2014-15 Actual	Variance Favorable (Unfavorable)
Oct	\$ 25,603	\$ 27,500	\$ 25,318	\$ (2,182)
Nov	25,248	27,500	25,245	(2,255)
Dec	24,184	27,500	25,009	(2,491)
Jan	26,104	27,500	24,968	(2,532)
Feb	24,940	27,500		
Mar	24,889	27,500		
Apr	24,915	27,500		
May	24,915	27,500		
Jun	25,322	27,500		
Jul	25,252	27,500		
Aug	25,594	27,500		
Sep	23,147	27,500		
<b>TOTAL</b>	<b>\$ 300,113</b>	<b>\$ 330,000</b>	<b>\$ 100,540</b>	<b>\$ (9,460)</b>
Budget	\$ 330,000		\$ 330,000	
Over/(under)	\$ (29,887)		\$ (229,460)	
YTD % collected			30.5%	



**Infrastructure Improvement Fee:**

**Description:** The object of the infrastructure improvement fee is to generate revenue from water sales by applying a specific charge that is based on the amounts of water each consumer consumes, and use it to pay for the water and sewer infrastructure projects identified by the water study commissioned by the Town Council.

**Analysis:** Revenue from infrastructure improvement fees through January 31 did not meet projections by \$9,460 or 9.4%. When compared the same period last fiscal year revenue of \$101,139, revenue from infrastructure improvement fees this year decreased by \$599.

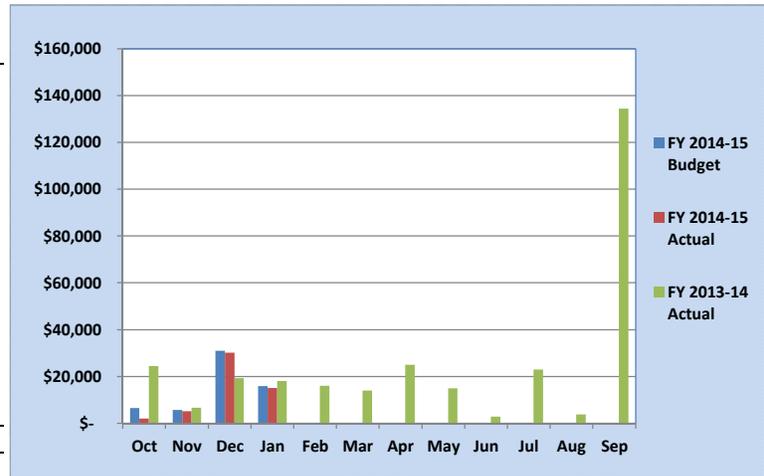
**TOWN OF PANTEGO, TEXAS**

**Notes to the Monthly Budget Variance Report - Water and Sewer Operating Fund (continued)**

**As of January 31, 2015**

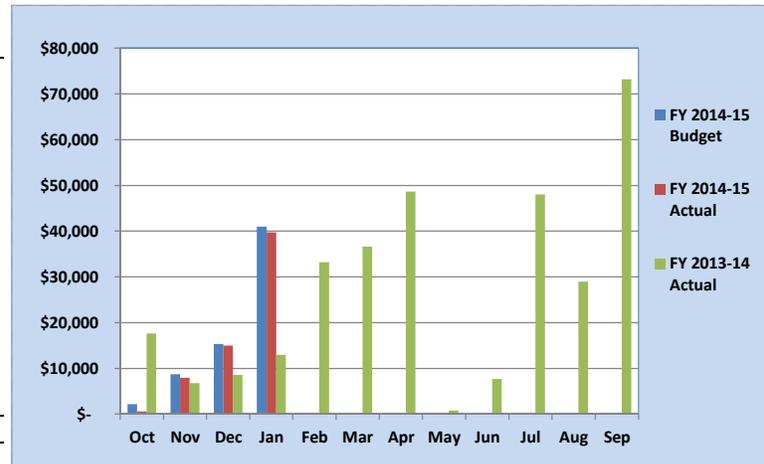
**EXPENSE ANALYSIS BY FUNCTION - Water and Sewer Operating Fund  
Water Department**

<u>MONTH</u>	<u>FY 2013-14 Actual</u>	<u>FY 2014-15 Budget</u>	<u>FY 2014-15 Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Oct	\$ 24,410	\$ 6,483	\$ 1,975	\$ 4,508
Nov	6,560	5,656	5,073	583
Dec	19,214	30,967	30,108	859
Jan	18,043	15,857	15,039	818
Feb	15,934			
Mar	13,888			
Apr	24,953			
May	14,864			
Jun	2,849			
Jul	22,989			
Aug	3,753			
Sep	134,477			
<b>TOTAL</b>	<b>\$ 301,935</b>	<b>\$ 58,963</b>	<b>\$ 52,195</b>	<b>\$ 6,768</b>
<i>Budget</i>	<i>\$ 292,887</i>	<i>\$ 324,070</i>	<i>\$ 324,070</i>	
<i>Over/(under)</i>	<i>\$ 9,048</i>		<i>\$ (271,875)</i>	
<i>YTD% expensed</i>			<i>16.1%</i>	



**EXPENSE ANALYSIS BY FUNCTION - Water and Sewer Operating Fund  
Sewer Department**

<u>MONTH</u>	<u>FY 2013-14 Actual</u>	<u>FY 2014-15 Budget</u>	<u>FY 2014-15 Actual</u>	<u>Variance Favorable (Unfavorable)</u>
Oct	\$ 17,659	\$ 2,199	\$ 561	\$ 1,638
Nov	6,799	8,699	7,943	756
Dec	8,565	15,300	14,960	340
Jan	12,974	40,996	39,725	1,271
Feb	33,206			
Mar	36,584			
Apr	48,641			
May	780			
Jun	7,698			
Jul	48,002			
Aug	28,949			
Sep	73,237			
<b>TOTAL</b>	<b>\$ 323,094</b>	<b>\$ 67,194</b>	<b>\$ 63,189</b>	<b>\$ 4,005</b>
<i>Budget</i>	<i>\$ 331,605</i>	<i>\$ 373,383</i>	<i>\$ 373,383</i>	
<i>Over/(under)</i>	<i>\$ (8,511)</i>		<i>\$ (310,194)</i>	
<i>YTD% expensed</i>			<i>16.9%</i>	





**TOWN OF PANTEGO, TEXAS**  
**Budget Summary of All Funds**  
**As of January 31, 2015**

**FISCAL YEAR 2014-2015**  
**SUMMARY OF ALL BUDGETED FUNDS**

	<u>BUDGET</u>	<u>YTD Actual</u>	<u>Variance Favorable (Unfavorable)</u>	<u>Percent Collected/ Expensed</u>
<b>REVENUES:</b>				
General Fund	\$ 3,732,484	\$ 1,507,513	\$ (2,224,971)	40.4%
Debt Service Fund	90,725	62,223	(28,502)	68.6%
Shamburger Fund	100	-	(100)	0.0%
Cartwright Fund	-	-	-	NA
Court Security Fund	15,000	3,880	(11,120)	25.9%
Court Technology Fund	32,000	9,705	(22,295)	30.3%
PantegoFest Fund	-	-	-	NA
Street Improvement Fund	260,332	93,519	(166,813)	35.9%
Park Row Fund	260,000	-	(260,000)	0.0%
Capital Project Fund	73,870	-	(73,870)	0.0%
Water/Sewer Operating	919,700	288,042	(631,658)	31.3%
Water/Sewer Construction	-	-	-	NA
Water/Sewer Infrastructure	330,000	100,540	(229,460)	30.5%
<b>Total Revenues</b>	<b>\$ 5,714,211</b>	<b>\$ 2,065,422</b>	<b>\$ (3,648,789)</b>	<b>36.1%</b>
<b>EXPENSES:</b>				
General Fund	\$ 4,034,978	\$ 1,219,181	\$ 2,815,797	30.2%
Debt Service Fund	87,475	-	87,475	0.0%
Shamburger Fund	1,200	406	794	33.8%
Cartwright Fund	3,500	3,473	27	99.2%
Court Security Fund	2,773	-	2,773	0.0%
Court Technology Fund	13,175	3,536	9,639	26.8%
PantegoFest Fund	-	443	(443)	NA
Street Improvement Fund	446,000	460	445,540	0.1%
Park Row Fund	1,767,000	304	1,766,696	0.0%
Capital Project Fund	299,078	-	299,078	0.0%
Water/Sewer Operating	697,453	115,384	582,069	16.5%
Water/Sewer Construction	368,800	7,166	361,634	1.9%
Water/Sewer Infrastructure	229,000	-	229,000	0.0%
<b>Total Expenses</b>	<b>\$ 7,950,432</b>	<b>\$ 1,350,352</b>	<b>\$ 6,600,080</b>	<b>17.0%</b>

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# PANTEGO PUBLIC SAFETY



## PUBLIC SAFETY MONTHLY ACTIVITY SUMMARY - January 2015

### Personnel

The Fire Department is fully staffed at present. Assistant Chief Coker is still recuperating from an off duty injury. He is expected to fully recover.

Activities are ongoing to recruit for the two vacant Officer positions in the Police Department. Interviews have taken place and it is hopeful that approval will soon be obtained to hire an existing candidate. The position for Dispatch is still open and efforts are ongoing to recruit for that position.

### Operational Issues

Medic-1 was transported by Lieutenant Roy de Leon to Frazer in Houston. It is expected that refurbishment of Medic-1 will require two to three months. The old chassis will be brought back to Pantego to sell at auction.

Delivery of radio equipment upgrades should occur in February. DFW Communications will install mobile radios in all Public Safety vehicles and deliver all handheld radio equipment to us. Installation of the new Dispatch console will be delayed until mid summer while we await Arlington's finalization of planning. At that time the communications system will switch from analog to digital technology. However, we are already experiencing a significant improvement in clarity of communications with the new radios.

### Training

All Fire department personnel participated Hazmat training, which was instructed by Tarrant County College. Additional EMS training was also completed by all personnel.

### Public Relations & Citizen Education

The Police Department was the receiver of a charitable donation on January 23<sup>rd</sup> when it took possession of 15 trauma plate medical packs, which were donated to us by Remington Team Realty. The trauma packs are placed inside the protective vests that officers wear on a daily basis and serve as a supplement to the body armor. The packs also contain several medical items that can be used to treat wounds in the event an officer is injured. The value of the packs is approximately \$1,200.



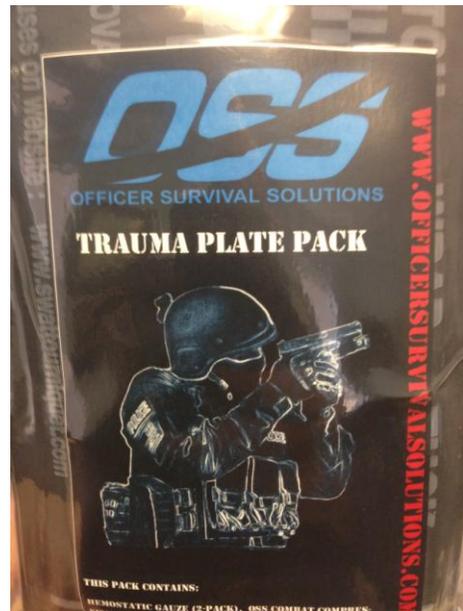
Chief Griffith, Nevin Price, Arlington Crime Prev. Officer Natalia Kuehling, and Asst. Chief Reeves

Remington Team Realty agent Nevin Price, himself an Arlington Firefighter, was instrumental in providing the packs to the department. Officer Aaron Morgan and Arlington Crime Prevention Officer Natalia Kuehling also assisted in making Remington Team Realty aware of our need for these valuable safety items.

Respectfully submitted,



Thomas D. Griffith  
Chief of Public Safety



# PANTEGO POLICE DEPARTMENT OFFICER ACTIVITY REPORT

January, 2015

## Citations/Traffic Stops

<b>Officer</b>	<b>Citations</b>	<b>Traffic Stops</b>	<b>Citations YTD</b>
Griffith	2	2	2
Reeves	1	4	1
Moore	122	104	122
Bruton	77	60	77
Hubbell	150	118	150
Meinke	76	59	76
Marquez	51	45	51
Morgan	87	125	87
Open Position			
Watson	145	91	145
Open Position			
Whitwell	0	0	0
<b>TOTALS</b>	<b>711</b>	<b>608</b>	<b>711</b>
<b><u>Vehicle Crashes</u></b>			
<b>Crash Type</b>	<b>Quantity.</b>		<b>YTD</b>
<b>Minor</b>	5		5
<b>Major</b>	5		5
<b>Hit &amp; Run</b>	0		0
<b>TOTALS</b>	10		10
<b>Crashes reported to State</b>	7		7

## Incident Activity

<b>Officer</b>		<b>Total Calls</b>	<b>Dispatch</b>	<b>Self- Initiated</b>	<b>Arrests</b>	<b>Ytd/ arrests</b>
400	Griffith	20	10	8	0	0
600	Reeves	32	12	20	0	0
610	Whitwell	16	8	8	0	0
620	Moore	260	28	232	25	25
602	Bruton	355	50	300	7	7
603	Hubbell	293	27	266	6	6
604	Meinke	277	33	194	11	11

# PANTEGO POLICE DEPARTMENT OFFICER ACTIVITY REPORT

605	Marquez	254	37	217	16	16
606	Morgan	360	44	316	28	28
Open Position						
608	Watson	289	76	213	11	11
Open Position						
710	Alexander	25	5	19	2	2
711	Hopkins	21	6	15	6	6
<hr/>						
<b>Totals</b>		<b>2,202</b>	<b>336</b>	<b>1,808</b>	<b>112</b>	<b>112</b>

**Average Response Time 2:16**

Respectfully,



Barry Reeves  
Assistant Chief of Police

# PANTEGO POLICE DEPARTMENT CRIMINAL INVESTIGATIONS REPORT



This report includes cases received in CID for the month of January, 2015 including cases filed with the District Attorney's office, active cases, and offenses cleared.

<b>Offenses Received</b>	<b>Quan.</b>	<b>YTD</b>
Assault	0	0
Assault Family Violence	0	0
Burglary/Building	2	2
Burglary/Coin-op	0	0
Burglary/Vehicle	3	3
Burglary/Residence	1	1
Manufacture and Delivery	0	0
Criminal Mischief	2	2
DWI	5	5
DWLI	0	0
Evading or Resisting Arrest/Detention	0	0
Failure to ID	5	5
Fraud	2	2
Graffiti	0	0
Poss. Controlled Subst.	1	1
Poss. Marijuana	8	8
Robbery	0	0
Theft	8	8
Theft of Motor Vehicle	0	0
Other	0	0
<b>Total Received</b>	<b>37</b>	<b>37</b>

<b>Case Dispositions of Above Totals</b>	<b>Month</b>	<b>YTD</b>
Cases Active	10	10
Cases Cleared	23	23
Cleared Cases Filed with DA	18	18
Cases Suspended-Pending Leads	4	4

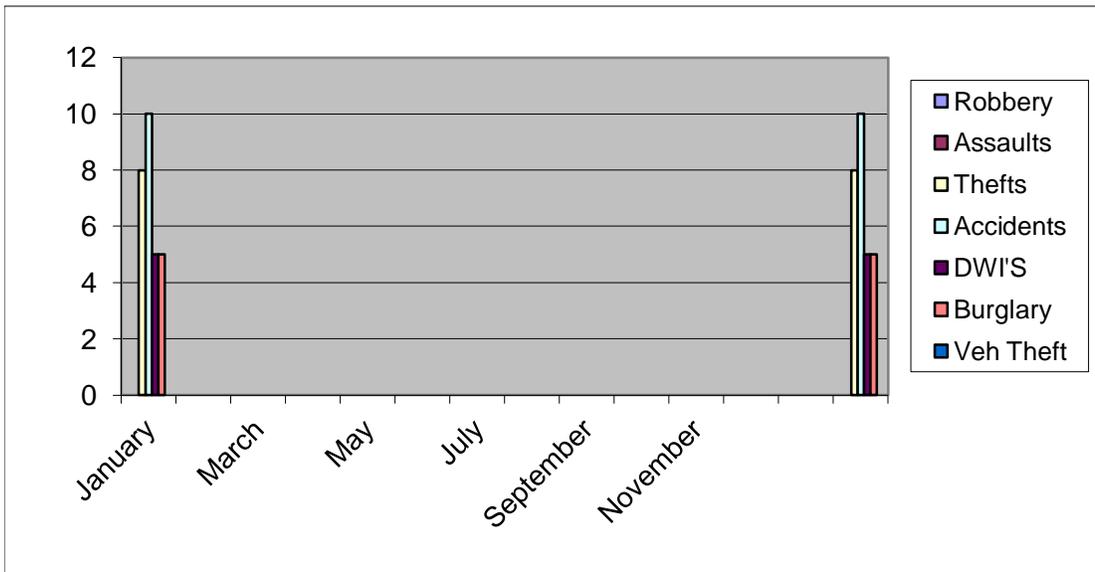
<b>Cases Filed with DA from Previous Report Periods</b>	10	10
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Respectfully submitted,

Chris Whitwell, Detective

2015 Crime Stat's

2015 Monthly	Robbery	Assaults	Thefts	Accidents	DWI'S	Burglary	Veh Theft
January	0	0	8	10	5	5	0
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							
Totals	0	0	8	10	5	5	0



<b>PANTEGO FIRE RESCUE</b>							
<b>MONTHLY ACTIVITY SUMMARY</b>							
31-Jan-15							
							
<b>FIRE RESPONSES</b>		<b>PANTEGO</b>			<b>AFD</b>		
		<b>MONTH</b>	<b>15 YTD</b>	<b>14 YTD</b>	<b>MONTH</b>	<b>15 YTD</b>	<b>14 YTD</b>
<b>TYPE OF INCIDENT</b>							
<b>Fire</b>							
Structure				1			2
Outside							
Natural Vegetation Fire		1	1		1	1	1
Vehicle							
Trash				1	1	1	
Cooking Fire, Contained to container							
Fire Other							
<b>Hazardous Condition</b>							
Arcing - Shorted Electrical Equip.							
					1	1	
Equip. Malfunction							
Power Lines				1			
Hazmat							
Hazardous Condition, Other							
Heat From Short Circuit, Wiring							
Overheated Motor							
Gas/Fuel Spill							
Natural Gas Leak							
				1			
Chemical Spill or Leak							
Carbon Monoxide							
<b>Service Call</b>							
Water or Steam Leak							
		4	4		1	1	1
Assist Invalid							
		5	5	6			1
Unauthorized Burning							
							1
Rescue							
Utilities							
Smoke Removal							
Person in Distress, Other							
		1	1	1			1
Service Call, Other							
		1	1	1			
Lock Out							
Animal Rescue							
Ring or jewelry removal							
Assiat PD							
		2	2				
<b>Good Intent Call</b>							
Good Intent Call Other							
		7	7	9	5	5	6
Dispatched & Cancelled En Route							
Wrong Location							
No Incident Found On Arrival							
							1
Investigation							
Cancelled On Scene							
					12	12	16
Smoke scare, Odor of smoke							
		2	2				
Hazmat Invest, No Hazmat							
<b>False Alarm &amp; False Call</b>							

Unintentional Transmission of Alarm				1	1	2	
Smoke Detector Activation - No Fire	1	1	1				
Bomb Scare - No Bomb							
System Malfunction							
False Alarm or False Call, Other			3	1	1	3	
CO Detector Activation, Malfunction			1			1	
Sprinkler Activation, no fire							
<b>Special Incident Type</b>							
Citizen Complaint							
Special Incident Type, Other							
Mutual Aid							
<b>TOTAL FIRE INCIDENTS</b>	<b>24</b>	<b>24</b>	<b>26</b>	<b>23</b>	<b>23</b>	<b>37</b>	
<b>AVERAGE FIRE RESPONSE TIME - PANTEGO</b>		2.92					
<b>AVERAGE FIRE SCENE TIME - PANTEGO</b>		29.07					
<b>AVERAGE FIRE SCENE TIME - ARLINGTON</b>		14.86					

<b>PANTEGO FIRE RESCUE</b>							
<b>MONTHLY ACTIVITY SUMMARY</b>							
<b>31-Jan-15</b>							
							
<b>EMS RESPONSES</b>		<b>PANTEGO</b>			<b>AFD</b>		
<b>TYPE OF INCIDENT</b>		<b>MONTH</b>	<b>15 YTD</b>	<b>14 YTD</b>	<b>MONTH</b>	<b>15 YTD</b>	<b>14 YTD</b>
<b>MEDICAL EMERGENCIES</b>							
Abdominal Pain		1	1	1			
Allergic Reaction		1	1				
Animal Bite							
Assault				1			
Back Pain							
Burns							
CO Poison							
CPR		2	2				
Cardiac		1	1	1			
Chest Pains		5	5	1			
Childbirth/Possible Childbirth							
Choking							
DOS							
Drowning							
Diabetic		1	1				
Dizziness		2	2				
Electrocution							
Eye Injury							
Falls		2	2	3			
Fire/Hazmat							
GSW/Stab							
Heat/Cold							
Hemorrhage							
Medical		9	9	2	31	31	38
Nausea		1	1				
Other		2	2	1			
Overdose				1			
Psych				3			
Respiratory		4	4	3			
Seizures		4	4	2			
Stroke				1			
Syncope		1	1	2			
Trauma		1	1	3			
Unconscious		3	3	2			
Unknown		2	2	2			
MVA - Injury		6	6	1			1
MVA - Non-injury							1
MVA-Auto Ped		1	1				
MVA - Extrication							
<b>TOTAL PANTEGO EMS CONTACTS</b>		<b>48</b>	<b>48</b>	<b>30</b>	<b>31</b>	<b>31</b>	<b>40</b>
Mutual Aid to AMR Transports		13	13	8			
Mutual Aid to AMR Cancelled		2	2				
Mutual Aid to AMR Total		15	15	8			
<b>AVERAGE EMS RESPONSE TIME - PANTEGO</b>			<b>3</b>				
<b>AVERAGE EMS SCENE TIME - PANTEGO</b>			26.57				

PANTEGO FIRE RESCUE						
MONTHLY ACTIVITY SUMMARY						
31-Jan-15						
						
<b>FIRE TRAINING</b>						
<b>CLASS SUBJECT</b>	<b>HOURS</b>	<b>YTD</b>				
Hazmat Awareness and Operations	4					
<b>TOTAL HOURS</b>	<b>4</b>	<b>4</b>				
<b>EMS TRAINING</b>						
<b>CLASS SUBJECT</b>	<b>HOURS</b>	<b>YTD</b>				
Transitions Gaps Part 2	4					
<b>TOTAL HOURS (Per person)</b>	<b>4</b>	<b>4</b>				
<b>PUBLIC EDUCATION</b>	<b>MONTH</b>	<b>YTD</b>	<b>MONTH</b>	<b>YTD</b>	<b>MONTH</b>	<b>YTD</b>
			<b>ADULTS</b>		<b>CHILDREN</b>	
Fire Extinguisher Class						
School Presentations						
B-day parties						
Spray Downs						
Station Tours						
Special Events						
Home Inspections						
Public Safety Forums						
Fall Risk Assessment						
<b>TOTAL CONTACTS</b>						
<b>BUSINESS INSPECTIONS</b>	<b>MONTH</b>	<b>YTD</b>				
<b>Initial</b>						
<b>Re-Inspections</b>						
Plans Review Completed		2		2		
C.O Issued		5		5		



## **PUBLIC WORKS REPORT JANUARY 2015**

### **AMINISTRATION/PROJECTS/ENGINEERING**

- Prepared and sent out a Request for Qualifications (RFQ) for the 2015 CIP projects (posted on website)
- Developed and established Town of Pantego Standard Details for water and wastewater and pavement construction (posted on website)
- Prepared well registration sheets (6) and production logs (36) for the Northern Trinity Groundwater District
- Attended the Region C meeting at the TRA facility
- Preparing a packet to back-charge AT&T for expenses associated with an emergency sewer repair on Park Row

### **STREETS and DRAINAGE**

- Filled potholes on Country Club/Gregory Ct total 10sq ft of fill
- Filled potholes on Gregory Ct total 6.25sq ft of fill
- Filled potholes on Bowen total 2.5sq ft of fill
- Filled potholes on Green Tee total of 6.25sq ft of fill
- Filled potholes on 2 Gregory (driveway) total of 12.5sq ft of fill
- Total of 37sq ft of potholes

**CONTINUED: STREETS and DRAINAGE**

- Inspected and removed debris from creek channel and flumes
- Filled sink hole at 303 near Cokers Barbeque
- Ap22 school zone receiver delivered and installed in the school zone control device at PCA

**TOWN FACILITIES**

- Daily general policing of the Town Hall building and surrounding area
- Repaired toilet at Town Hall
- Re-keyed doors at 303 and Lane Well site facility
- Repaired lock on CI2 room at 303 Well site facility

**PARK OPERATIONS**

- Basketball courts and JD Hollis Cemetery cleaned
- Mulched leafs at Cemetery
- Daily cleaning at the restrooms
- Took down Christmas lights at parks and Town Hall

**UTILITY BILLING**

January Billing for 1,204 Accounts \$97,118.55	January Past Due Balances \$13,954.95
January Billed for Garbage \$7,730.91	January Billed for Recycling \$2,045.52

## **WATER UTILITIES: WELLS AND DISTRIBUTION**

- Total water produced 10,390,000
- Daily average produced 335,161
- 89 residual samples taken – average chlorine residual (.61)
- 5 total coliform / ecoli samples taken – all tests negative
- 1204 meters read
- 27 dead end hydrants flushed
- Lane Well #1 remains out of service pending the Well Evaluation by APAI
- Lane Well #2 is out of service due to a faulty sub-monitor. The new sub-monitor has been received and a scheduled installation is pending
- Hydrants painted (25)
- Painted 10 Valves
- Exercised 5 Hydrant valves
- Exercised 4 Hydrants
- Exercised 4 Main valves
- Found 1 Valve at 3601 W. Pioneer Pkwy (west valve) has broken operating nut
- Found 2 Hydrants (3540 and 3428 W. Pioneer Pkwy) that are hard to operate and do not have hydrant valves
- Uni-directionally flushed 2000' of water mains
- Excavated around hydrant at dead end of Gittiban to look for leak and raised valve stack
- Replaced curb stop at 1604 Bowen

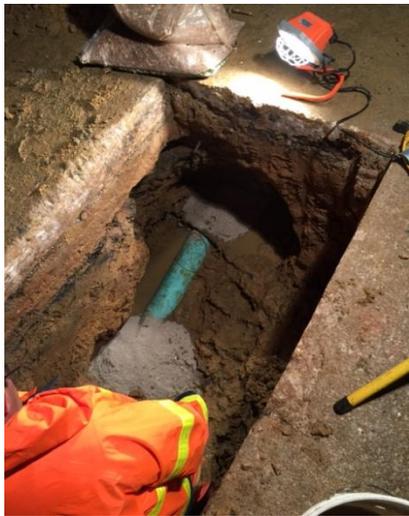
## **CONTINUED: WELLS AND DISTRIBUTION**

- Installed 2 Bollards in front of hydrant behind Runner tire
- Made 4 valve sticks from steel stock to operate water valves
- Pour concrete pads around valves (6)

## **WASTEWATER**

- Cleaned the Lift Station bar screen and bagged the solids (13) times for the month.
- Ran sewer main at 2401 Park Row
- Televised 2401 Park Row
- Investigated call at Police Department due to a foul odor – believe to be caused by inactivity to floor drains and the P-traps drying
- Found main line clean out without Cap on Graves Blvd and Miller in front of PD (Capped C.O.) – Leading to I&I
- Emergency Sewer repair at 2301 Park Row – Problem found: AT&T cable bored and pulled through a 6" PVC sewer main

**Black Cable Fractured and Runs Through 6" PVC Sewer Main**



**Repaired 6" sewer line**



**Concrete pavement repair**

## **PUBLIC WORKS MAINTENANCE**

- Oil change on (1) truck
- Replaced air filter on (5) trucks
- Tire rotation on (2) trucks

## **ANIMAL SERVICES**

- (1) Dog was picked up at 2300 Stockbridge (owner surrender) and taken to Ft. Worth Animal Shelter

## **ADDITIONAL ITEMS**

- Simon McCurley attended Basic Wastewater Class
- Simon McCurley obtained a Class C Groundwater License
- Junior Marquez obtained a Class III Wastewater License and a Class B Water License
- Josh Brown received the Mayoral Award and Public Works Employee of the Year: 2014
- Simon McCurley is filling the Support Specialist position until the position can be filled.



## **ENVIRONMENTAL SERVICES**

- **Storm Water Ordinance**

Staff has been working to update the Storm Water Ordinance for the Town. The proposed ordinance is still being reviewed by the City Attorney and will be presented to Town Council as soon as that review is complete.

## **PLANNING AND ZONING**

- **Zoning Ordinance Update**

Town Council has scheduled the next meeting for February 24, 2015.

- **Westbury Square Re-plat**

The owners of the Westbury Square property at 2301 West Park Row Drive have made application for a re-plat of the property and development site plan review for one of the proposed three lots being created. This item will be on the Planning and Zoning Commission agenda for the meeting on March 2, 2015.

- **Lakewood Shopping Center Sign**

The owners of the Lakewood Shopping Center have made application to replace the sign cabinet of their damaged multi-tenant pole sign. The sign is oversized for the present Zoning Code requirements, so they are required to obtain a Special Use Permit to install the new signage. This item will be on the Planning and Zoning Commission agenda for the meeting on March 2, 2015.

## **CONSTRUCTION AND DEVELOPMENT**

- **2424 West Park Row Drive**

Plans and permits have been submitted to remodel the previous Del Taco building into a Dairy Queen. The plans are presently under review.

- **2303 West Park Row Drive**

Plans and permits have been submitted for the construction of a 10,000 square foot building on the Westbury Square property. The building will be occupied by Dollar Tree. The plans are presently under review.

- **Camp Thurman**

Plans and permits have been submitted for the re-construction of the pool area on the south side of the Camp Thurman property. The project will include the joining of the two existing pools into one and the installation of a "lazy river" around the pool. They will also be installing a new restroom and pool mechanical building. This project should not have a significant increase in the footprint of the pool and administrative buildings that exist presently. The plans are currently under review.

- **Mistletoe Court Construction**

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

- **Park Row Court Construction**

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

- **Smith Barry Farms Subdivision**

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

## **CERTIFICATES OF OCCUPANCY**

### **Issued**

- Perfect Fit – 1509 S Bowen Road – Alteration – New Owner
- Metroplex Customs – 2200 Smith Barry Road (C) – Motorcycle Shop/Powder Coating – Business Expansion
- Chop House Burgers – 2230 W Park Row Dr (A) – Restaurant – New Business
- Whit Thu Nguyen, CPA – 2111 W Arkansas Ln #203 – Tax Services – New Business
- Elegant Shoes for Less – 2400 W Pioneer Pkwy #114 – Retail – New Business
- C&F Salon Services of Texas – 2206 W Park Row Dr #104 – Retail – New Business
- A-Affordable Tires & Wheels II – 2003 W Pioneer Pkwy (A) – Automotive Repair – New Business
- The Cut Above – 3620 Graves Blvd #8 – Lawn Care & Landscape – New Business
- Jose A. Hernandez – 2887 W Pioneer Pkwy (B) – Body Shop – New Business
- DLC Professionals, Inc. – 2211 Duluth Dr #104 – Lawn & Landscape – New Business
- Big Bang Watch and Clock Repair – 2304 W Park Row Dr – Watch & Clock Repair – Business Relocation
- Christ's Touch Ministries – 3601 Smith Barry Rd #100 – Non-Profit Office – New Business
- Traditions Electronic Life Safety – 3610 W Pioneer Pkwy (C) – Alarm and Locksmith – New Business

### **Pending**

- Brighter Days STEM Academy – 2221 W Arkansas Ln #106 – Learning Center – New Business
- Edward Jones Investments – 2910 W Park Row Dr #101 – Financial Office – New Business
- Link Right Media, Inc. – 3610 Smith Barry Rd #103 – Internet Marketing – New Business

## **INSPECTIONS**

	JAN TOTAL	YTD TOTAL
BUILDING INSPECTION	5	26
CERTIFICATE OF OCCUPANCY	12	35
CUSTOMER SERVICE INSPECTION	0	0
ELECTRICAL INSPECTION	4	22
MECHANICAL INSPECTION	4	13
PLUMBING INSPECTION	6	41
REINSPECTION	11	49
CODE ENFORCEMENT INSPECTIONS	8	35
TOTAL INSPECTIONS	50	221

## **CONSTRUCTION VALUES**

	JAN TOTAL	YTD TOTAL
NEW RESIDENTIAL CONSTRUCTION	\$0.00	\$0.00
EXISTING RESIDENTIAL REMODEL	\$29,430.00	\$99,899.00
NEW COMMERCIAL CONSTRUCTION	\$0.00	\$0.00
EXISTING COMMERCIAL REMODEL	\$10,100.00	\$54,307.00
TOTAL VALUE	\$39,530.00	\$154,206.00

## **FEES COLLECTED**

	JAN TOTAL	JAN FEES	YTD TOTAL	YTD FEES
CERTIFICATE OF OCCUPANCY	14	\$1,400.00	31	\$2,890.00
ZONING FEES	2	\$2,000.00	2	\$2,000.00
PLAN REVIEW	2	\$1,255.81	4	\$1,584.11
BUILDING PERMIT	15	\$1,446.90	78	\$7,676.35
UTILITY RELEASE	0	\$0.00	5	\$200.00
CONTRACTOR REGISTRATION	13	\$1,200.00	43	\$4,050.00
TOTAL FEES		\$7,302.71		\$18,400.46



MUNICIPAL COURT



## Municipal Court Collections / January 2015

On-Time Citations

Fines- \$25,487.50  
Fees- \$14,500.30  
Total- \$39,987.80

Warrants

Fines- \$40,587.43  
Fees- \$15,376.27  
Total- \$55,963.70

Court Security Fund- \$1,034.00

Court Technology Fund- \$1,404.00

Accident Reports- \$51.00

Gross Total Revenue- \$95,951.50  
Less State Fee's- \$29,876.57  
Net Revenue- \$66,074.93

Presented by: Thressa Householder



## WARRANT MONTHLY TOTALS FOR JANUARY 2014

**TOTAL WARRANTS VALUE CLEARED**-----\$86,821.10

FYTD-----\$311,963.80

**TOTAL PAYMENTS COLLECTED**-----\$57,070.70

FYTD-----\$193,688.70

**TOTAL NON-CASH CLEARED**-----\$29,750.40

FYTD-----\$116,506.00

**WARRANT FEES COLLECTED**-----\$9,467.60

FYTD-----\$29,585.50

**BONDS/FORFEITURES**-----\$1,769.10

<b>TOTAL PHONE CALLS</b> -----	710 -258 OUT 202 IN	711 - 441 OUT 134 IN	Tot - 699 Tot - 236
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<b>TOTAL POST CARDS</b> -----	710- 63	711 - 38	Tot - 101
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**PERSONAL STOPS/ATTEMPS**----- 10

**CONTACTS**-----10

**DOOR HANGERS**-----0

<b>ARRESTS</b> -----	710 - 2	711 - 6	Tot -8
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<b>PAY PLANS</b> -----	710 - 14	711 - 20	Tot - 34
------------------------	----------	----------	----------

<b>BONDS/COURT DATES</b> -----	710 - 5	711 - 4	
--------------------------------	---------	---------	--

<b>BOND AMOUNT</b> -----	710 - \$4,922.20	711 - \$5,755.00	
--------------------------	------------------	------------------	--

<b>LETTERS</b> -----	710 - 134	711 - 128	
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<b>TOTAL WARRANTS CONTACTED</b> ----	710 -152	711 - 149	
--------------------------------------	----------	-----------	--

<b>TOTAL WARRANTS CLEARED</b> -----	710 - 130	711 - 143	
-------------------------------------	-----------	-----------	--

<b>TOTAL VALUE-----</b>	<b>710 - \$45,986.60</b>	<b>711 - \$42,780.30</b>
<b>TOTAL AMOUNT COLLECTED-----</b>	<b>710 - \$17,405.20</b>	<b>711 - \$19,293.00</b>
<b>FUTURE REVENUE-----</b>	<b>710 - \$15,689.20</b>	<b>711 - \$13,023.30</b>

**EXTRA DUTIES/VACATION/OTHER FOR JANUARY**

Ofcr. Hopkins out total 1 day - doctor.

Ofcr. Alexander 2 days - vacation

34 Total Calls for Service

10 Prisoner Services

9 Assists

21 Arraignments

Additional warrants cleared - 199

**Respectfully submitted,**

**Warrant Officer: Freddie Alexander 710**

**Warrant Officer: Robert Hopkins 711**



# AGENDA BACKGROUND

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

**DATE:** February 9, 2015

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**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 February 9, 2015:

Professional Services:

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

Purchase Orders:

- 1684 – Datamatic, Inc.
- 1686 – Siddons-Martin Emergency Group
- 1687 – Casco Industries, Inc.
- 1688 – Squareone Business Machines
- 1690 – Northern Trinity Groundwater
- 1691 – OpenDNS, Inc.

**Summary of Bills Payable over \$1,000.00 and Purchase Orders Requiring Council Approval  
2/9/2015**

<u>PROFESSIONAL SERVICES</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Sara Jane del Carmen	\$1,250.00	January 2015 Magstration Services
C.A. Magnuson	\$1,300.00	January 2015 Prosecution Services
Jim Jeffrey	\$2,009.90	January 2015 Legal Fees
<u>PURCHASE ORDERS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
1684 - Datamatic, Inc.	\$1,621.80	Hand Held Meter Reader Maintenance Agreement
1686-Siddons-Martin Emergency Grp.	\$2,886.41	Emergency Repairs to Quint 1
1687-Casco Industries, Inc.	\$6,621.46	Replacement & New Bunker Gear
1688-Squareone Business Machines	\$1,500.00	Annual Maintenance for Folder/Stuffer Machine
1690-Northern Trinity Groundwater	\$4,696.88	10/14 thru 12/14 Groundwater Production Fees
1691-OpenDNS, Inc.	\$1,850.00	Umbrella Professional
<u>GENERAL BILLS</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
Duncan - Garbage	\$8,362.71	January 2015 Trash Removal
Duncan - Recycling	\$2,075.49	January 2015 Recycling Removal
Voyager Fleet Systems	\$2,844.23	January 2015 Oil & Gas Expense
TML Intergovernmental	\$21,369.00	February 2015 Employee Insurance
Gexa Energy	\$19,464.38	Electricity Billing Thru 2/08/15
Intermedix	\$1,486.47	January 2015 Ambulance Collections

**MAGISTRATION SERVICE FOR THE MONTH OF JANUARY 2015**

ACCOUNT # 100-5-160-210.00

INVOICE FOR SERVICES

SERVICES PERFORMED: ARRAIGNMENTS/WARRANTS/MAGISTRATION  
DUTIES

VENDOR # 11022

Sara Jane del Carmen

BLOOD DRAW WARRANTS  
MAGISTRATIONS

TOTAL - \$1,250.00

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

**PROSECUTOR SERVICE FOR THE MONTH OF JANUARY 2015**

ACCOUNT # 100-5-160-210.00

INVOICE FOR SERVICES

SERVICES PERFORMED: PROSECUTOR FOR MUNICIPAL COURT

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

**LAW OFFICES OF JIM JEFFREY**

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

Page 1

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

2/2/2015  
Account No.: 9.01.06  
Invoice # 21873

Legal services

January 1 – January 31, 2015

Attorney Total Hours:	11.0
Hourly Rate:	\$175.00
Paralegal Total Hours	1.0
Hourly Rate	\$90.00
 Total for Services:	 \$ 2005.00
 Expenses:	 \$ 4.90
 TOTAL BALANCE DUE:	 \$ 2009.90
 Nolan County land issue	 \$ 0

# TOWN OF PANTEGO

1614 S. BOWEN  
 PANTEGO, TEXAS 76013

No. *1684*

**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 *Datamatic, Inc.*  
*3600 K Ave*  
*Plano, TX 75074*

SHIP TO *Town of Pantego*

DATE		ACCT #	DEPT			
<i>1-21-15</i>		<i>200-5-201-234.00</i>	<i>PW</i>			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
<i>1</i>		<i>Maintenance Agreement for Datamatic handheld meter reading equipment.</i>	<i>\$1621</i>	<i>80</i>	<i>\$1621</i>	<i>80</i>
					TOTAL	<i>1621 80</i>

*[Signature]*

*[Signature]*

APPROVED BY



PUBLIC WORKS MEMO

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Date: January 21, 2015  
To: Matthew Fielder, City Manager  
From: Scott Williams, Public Works Director  
Subject: Maintenance Agreement for Hand Held Meter Reading Equipment

The Public Works Department, Water Utilities Division is requesting the approval of this purchase order in the amount of *One Thousand, Six Hundred, Twenty-One Dollars and Eighty Cents* (\$1,621.80) for the Maintenance Agreement on the handheld/mobile meter reading equipment provided by Datamatic Inc.

The Maintenance Agreement covers the RouteSTAR MVP software, Roadrunner Nomad LE Handheld Kit and Roadrunner Nomad Cradle Kit. This purchase was approved for the FY 2014-2015 budget.

Please find the attached Maintenance Agreement and Purchase Order that reflects the requested amount, (\$1,621.80) from Acct No: 200-5-201-234.

 1-21-15  
\_\_\_\_\_  
Scott Williams, Public Works Director

## DATAMATIC PURCHASE, LICENSE AND MAINTENANCE AGREEMENT

This Datamatic Purchase, License and Maintenance Agreement ("Agreement") is made on this 19<sup>th</sup> day of January, 2015 by and between Communications Leasing Corporation, doing business as, Datamatic, Inc., a Texas corporation, located at 3600 K Avenue, Plano, Texas 75074 (hereinafter "Datamatic"), and the City of Pantego, Texas doing business at 1614 S Bowen, Pantego, Texas 76013 ("Purchaser and/or Licensee")

### RECITALS

- A. WHEREAS Datamatic sells computer hardware ("Hardware") and licenses, in object form only, proprietary computer software ("Software") as a system ("System"), provides related services ("Services") and provides annual support and maintenance on the System ("Support and Maintenance").
- B. WHEREAS Purchaser desires to acquire Hardware, Software, Services, and Support and Maintenance from Datamatic;

IN CONSIDERATION of the payment of the deposit, the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### ARTICLE 1 - GENERAL TERMS

#### 1 PROPRIETARY INFORMATION

- A. **Definitions** As used herein, the term "Proprietary Information" shall mean and include Software, software specifications, and software routines and the prompting sequences embodied in the Software. This definition shall extend to Proprietary Information in whatever form such Proprietary Information may be embodied, including but not limited to source code, object code, System documentation, and System specifications.
- B. The term "Proprietary Information" shall not extend to any information, or any embodiment of information, which has become general public knowledge or is generally known in the trade unless such knowledge arose from any breach of a confidentiality Agreement.
- C. **Protection of Proprietary Information** The parties hereto agree that all Proprietary Information disclosed by Datamatic to Purchaser in connection with this Agreement constitutes the trade secrets and/or confidential information of Datamatic, and shall be held in trust and confidence by Purchaser

2 **ENTIRE AGREEMENT.** It is agreed that this Agreement and any EXHIBIT's attached hereto and made a part hereby embody the entire agreement of the parties in relation to the subject matter hereunder, and that there is no other oral or written agreement or understanding between the parties at the time of execution pertaining to the subject matter of this Agreement. This Agreement shall not be modified except by the written agreement of all parties hereto.

4 **GOVERNING LAW AND CHOICE OF VENUE.** This agreement shall be construed, interpreted and enforced under the laws and statutes of the State of Texas without regard for any of said state's conflicts of law provisions. Any legal actions relating to this Agreement shall be brought in either a state court in Collin County, Texas or in a Federal court in the Northern District of Texas, Dallas Division

5 **LEGAL CONSTRUCTION** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not be in any way affected or impaired, and, to the fullest extent possible, the provisions of this Agreement shall be construed so as to give effect to the intent manifested by all of the terms of the Agreement, including those provisions held invalid, illegal or unenforceable; provided, however, that if the invalidity, illegality or unenforceability of any such provision results in material alteration of the terms of this Agreement, the remaining provisions of this Agreement shall be adjusted equitably so that no party benefits disproportionately

6 **FORCE MAJEURE.** Neither party hereto shall be in default by reason of any failure of its performance under this Agreement if such failure results, whether directly or indirectly, from fire, explosion, strike, freight embargo, act of God, act of the public enemy, war, civil disturbance, act of government, de jure or de facto, or any agency or official thereof, labor shortage, transportation contingencies, unusually severe weather, default of manufacturer or a supplier or subcontractor, quarantine, epidemic, or catastrophe, lack of timely instructions or essential information from the other party. The occurrence of any event enumerated herein shall extend performance required under this Agreement by the amount of delay occasioned by such occurrence.

7 **TAXES, SHIPPING AND INSURANCE.** Purchaser shall pay all taxes arising out of this Agreement, except for taxes levied upon the net income of Datamatic. Purchaser agrees to provide an exemption certificate with this contract if Purchaser qualifies as an exempt organization for state sales and use tax purposes. Purchaser agrees to pay shipping, handling and insurance charges ("Shipping Charges") for shipping the Hardware and Software described on EXHIBIT 1 to Purchaser and for Hardware and Software subsequently ordered by Purchaser. The shipping party pays Shipping Charges for warranty replacements or for items repaired pursuant to the maintenance provisions herein. Purchaser agrees that no common carrier whose services are retained by Datamatic shall be the agent of Datamatic.

8 **SUBCONTRACTING.** Purchaser agrees that Datamatic may subcontract the Services or Support and Maintenance under this

Agreement.

## ARTICLE 2 – PAYMENTS

1. **HARDWARE, SOFTWARE AND SERVICES** Purchaser shall pay Datamatic for the Hardware, Software and Services listed in EXHIBIT 1, plus delivery and shipping charges. Payment shall be made as follows:

- A. Within thirty (30) days of delivery of Hardware, Software or Services listed on Exhibit 1.
- B. Support and Maintenance services are to be paid as provided herein.

2. **WARRANTY** Datamatic shall provide to Purchaser, at no charge, the repair or replacement of the items listed in EXHIBIT 1 during the respective warranty periods below:

- A. Hardware and Software are warranted for twelve (12) months from the date deemed ready for use by Datamatic, as evidenced by the issuance of a Ready for Use ("RFU") document (hereinafter, the "System Warranty Period"). In the event the System Warranty Period expires on a day other than the last calendar day of the month, the last day of the expiration month shall be treated for all purposes as the expiration date of the System Warranty Period.
- B. Services are warranted for the lesser of thirty calendar (30) days or until accepted by Purchaser ("Services Warranty Period").

3. **SUPPORT AND MAINTENANCE.** On the expiration of the System Warranty Period, Purchaser shall pay Datamatic recurring annual charges for the Support and Maintenance of items so listed in Exhibit 1. Thereafter each recurring annual maintenance payment shall be due on the first day of each succeeding Maintenance Year, payable in advance. Support and Maintenance shall automatically renew for subsequent terms of one (1) year each unless and until Purchaser gives Datamatic at least sixty (60) days written notice prior to the expiration of the then-current term (hereinafter "Maintenance Anniversary"). The recurring maintenance charge is subject to change in the event Purchaser purchases additional equipment and/or licenses additional software. The recurring maintenance charge is also subject to change on the second Maintenance Anniversary and all subsequent Maintenance Anniversaries, but in no event shall the annual percentage change in the maintenance charge exceed ten (10) percent.

4. **LATE CHARGES** Any principal amount payable hereunder that remains unpaid after its due date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

## ARTICLE 3 – HARDWARE

1. **PURCHASE.** The System shall include the Hardware identified in EXHIBIT 1, included herein, and hereby incorporated by reference.

## ARTICLE 4 – SOFTWARE

1. **SPECIFICATIONS** The System shall include the Software identified in EXHIBIT 1 to meet the Functional Specifications applicable at the time of this Agreement.

2. **DATAMATIC SOFTWARE LICENSE GRANT.** Datamatic hereby grants to Licensee a nontransferable and nonexclusive license for the use and possession of the Datamatic Software in object code form only. Said license is granted under the terms and conditions set forth herein.

3. Licensee agrees that Datamatic retains ownership rights to the Software, and that Licensee acquires no title to the Software, nor any other interest in the Software, other than the right to use and possess the Software in accordance with the terms and conditions of this Agreement. All rights not explicitly granted to Licensee are retained by Datamatic. Licensee also agrees not to make any copies or reproductions of the Software other than one copy to be used by Licensee as a back-up for emergency situations.

4. The Software may be used only in connection with the ROADRUNNER handheld or mobile reading units purchased from Datamatic under this Agreement or in the future.

5. For the purpose of inspection to confirm Licensee's compliance with the terms and conditions of this Agreement, Licensee hereby grants Datamatic the right, during regular business hours, and in compliance with established security procedures to enter Licensee's premises where the Software is located and/or to conduct an electronic confirmation of same.

6. Licensee shall not use the Software to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other non-affiliated business entities or organizations. Licensee shall only use the Software to perform Licensee's work; and Licensee shall not permit anyone but Licensee's employees to use the Software.

7. Licensee agrees that it shall not attempt to or actually sell, give, lend, lease, convey, transfer, license, sublease, provide, or in any other manner transfer any of its rights in the Software, whether or not modified.

## ARTICLE 5 – SERVICES

- 1 Datamatic shall provide Purchaser with the Services described on the attached EXHIBIT(S).
- 2 Services include those specifically described on the attached EXHIBIT(S) and Purchaser agrees that any services not described such as supplemental training, installation, or consulting and their related travel and living expenses are not included and Purchaser agrees to pay such charges and expenses within thirty (30) days of Datamatic's invoice.

## ARTICLE 6 - SUPPORT AND MAINTENANCE

Datamatic agrees to provide Support and Maintenance services subject to the terms and conditions set forth herein and upon receipt of the payments as provided for in Article 2

- 1 DESCRIPTION Telephone response time from Datamatic shall be within two hours of a trouble call to Datamatic's designated Call Center number. All maintainable equipment identified in EXHIBIT 1 (identified with a related maintenance charge), is to be maintained by Datamatic on a best efforts basis subject to the provisions described below
- 2 INCLUSIONS. Datamatic shall keep the Hardware and the Software in good working order. Maintenance services shall include:
  - A. Preventive Hardware maintenance as is generally provided by the equipment manufacturers.
  - B. Software maintenance, including providing Licensee with such revisions in the Software as Datamatic generally makes available to licensees of the Software at no charge; and
  - C. Remedial maintenance of both the Hardware and Software.
- 3 EXCLUSIONS. Maintenance and repair services shall not apply to the following:
  - A. Batteries, straps, membranes or other coverings, power supplies or any other consumable supply item.
  - B. Electrical work external to the Hardware or maintenance of accessories, alterations, attachments or other devices not furnished by Datamatic;
  - C. Repair of damages or increases in telephone support or service time caused by accident, transportation, neglect, misuse, Customer's employee turnover or alterations (which shall include, but not be limited to, PC hardware and/or operating system changes.
  - D. Repair of damages or increases in telephone support or service time attributable to the use of the System for purposes for other than which it was designed;
  - E. Furnishing supplies or accessories; making specification changes or performing services connected with relocation of machines; or adding or removing accessories, attachments or other devices.
  - F. Software upgrades, releases, enhancements, functionality or products that Datamatic separately licenses or charges for outside of Support and Maintenance.

## ARTICLE 7 - WARRANTIES

- 1 Datamatic warrants that the System shall operate substantially in accordance with the User Manuals. The exclusive remedy for any valid warranty claim shall be the repair or replacement of the nonconforming hardware, at Datamatic's option; and the provision of conforming software, to replace nonconforming software.
2. DISCLAIMER OF WARRANTY AND LIMITATIONS OF REMEDIES TO THE EXTENT ALLOWED BY LAW, PURCHASER UNDERSTANDS AND AGREES AS FOLLOWS:
  - A. THE EXPRESS WARRANTIES AS SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED AND EXCLUDED BY DATAMATIC
  - B. DATAMATIC SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING HARDWARE, SOFTWARE, SERVICES OR ANY OTHER PERFORMANCE UNDER OR PURSUANT TO THIS AGREEMENT

**EXHIBIT I**

**HARDWARE, SOFTWARE, AND SERVICES SCHEDULE**

Qty	Description	Unit Charge	Extended	Annual Maintenance
1	RouteSTAR MVP Route Management Software	\$ 0.00	\$ 0.00	\$ 563.40
2	ROADRUNNER Nomad LE Handheld Kit *	\$ 3,099.00	\$ 6,198.00	\$ 929.70
2	ROADRUNNER Nomad Cradle Kit with 110V AC *	\$ 429.00	\$ 858.00	\$ 128.70
4	RouteSTAR MVP Upgrade Phone Training, per hour	\$ 150.00	\$ 600.00	NA
2	Handheld CX and cradle trade-in	\$ (125.00)	\$ (250.00)	NA
	Shipping	\$ 50.00	\$ 50.00	NA

<b>TOTAL</b>	<b>\$7,456.00</b>	<b>\$ 1,621.80</b>
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**\*One year warranty on these hardware items.**

- C. DATAMATIC DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE, HARDWARE OR SERVICES INCLUDED IN THE SYSTEM WILL BE ERROR FREE.
- D. THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF ANY AND ALL WARRANTIES AND THE SOLE REMEDIES FOR DATAMATIC'S LIABILITY OF ANY KIND (INCLUDING LIABILITY FOR NEGLIGENCE) WITH RESPECT TO THE SYSTEM, HARDWARE, SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT OR ANY PERFORMANCE BY DATAMATIC UNDER OR PURSUANT TO THIS AGREEMENT, WILL BE LIMITED TO THE REMEDIES SET FORTH IN THIS ARTICLE AND IN NO EVENT SHALL EXCEED THE AGGREGATE CONSIDERATION PAID BY PURCHASER FOR THE HARDWARE, SOFTWARE AND SERVICES
- E. IN NO EVENT SHALL DATAMATIC'S LIABILITY OF ANY KIND INCLUDE ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF DATAMATIC SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

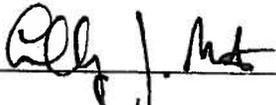
**ARTICLE 8 -- TERMINATION**

1. In the event Purchaser defaults on any obligation in accordance with the terms and conditions of this Agreement and Datamatic notifies Purchaser in writing of the details of said failure of performance, then Datamatic may, at its option, terminate this Agreement if Purchaser fails to cure said deficiencies in performance within ten (10) days of its receipt of said notice.
2. Subject to the provisions of Article 2, Section 3, Customer may terminate this Agreement for convenience with sixty (60) days written notice to Datamatic and Customer shall not be entitled to any refund of any prepaid maintenance charge relating to any unused portion of the then current Maintenance Year
3. In the event either party terminates this Agreement or the license of Software, or should Purchaser fail to make any payment for maintenance, all licenses granted under this Agreement shall be terminated, and Purchaser shall, within fifteen (15) days following such termination, return to Datamatic the Software in whatever form retained, and all copies of Software documentation. Purchaser shall certify in writing to Datamatic that Purchaser has so returned the Software and Datamatic Documentation to Datamatic.

ACCEPTED AND AGREED TO by the parties as of the dates written below

**COMMUNICATIONS LEASING CORPORATION**

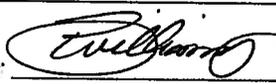
d/b/a DATAMATIC, INC.

Signature: 

Print Name: PHILIP J. MASTERS

Title: CHIEF FINANCIAL OFFICER

Date: JANUARY 12, 2015

Signature: 

Print Name: Scott Williams

Title: Director of Public Works

Date: January 19, 2015

# TOWN OF PANTEGO

1614 S. BOWEN  
 PANTEGO, TEXAS 76013

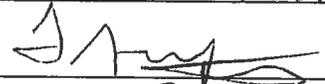
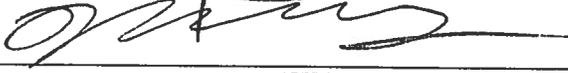
No. 1686

- 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 Siddens - Martin Emergency Group

SHIP TO

DATE		ACCT #	DEPT.			
2/2/15		100-5-150-356.00	Fire			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT
ORDERED	RECEIVED					
1		Transmission Oil Cooler	1343	50	ea	1343 50
1		Radiator Sight Glas	51	66	ea	51 66
11		Anti freeze	14	41	ea	158 51
2		Transmission Oil	70	95	ea	141 90
1		Coolant Filter	68	11	ea	68 11
1		D2 Governor (Air System)	28	01	ea	28 01
1		Shop Supplies	61	97	ea	61 97
1		Job Labor	1032	75	ea	1032 75
					TOTAL	2886 41

APPROVED BY



## Pantego Fire Department

**To:** City Manager Matthew Fielder  
**From:** Firefighter Richard Wood  
**Through:** Chief Tom Griffith  
**Subject:** Quint 1 Repairs

Mr. Fielder:

I am requesting approval for a PO in the amount of \$2886.41 to Siddons-Martin for repairs for Quint 1. Quint 1 currently is out of service with overheating issues as well as air brake pressure loss.

Quint 1 has a leaky transmission cooler, sight glass and coolant filter. The cooler has a life expectancy of 3-5 years and the truck has been in service for just over 4 years. These parts need to be replaced before further trouble shooting can continue. The new parts may resolve the overheating issue.

The D2 governor for the air system is bad and needs to be replaced for the air brake pressure loss. After the governor is replaced, the system will need to be tested.

The requested amount is to repair the obvious issues before diagnostic testing can continue. More repairs could be needed after the initial work is completed.

# TOWN OF PANTEGO

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 1687

**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 CASCO Industries, Inc.  
P.O. Box 8007  
Shreveport, LA 71148

SHIP TO

DATE		ACCT #	DEPT.					
2-2-2015		100-5-150-237-10	Fire					
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT		
ORDERED	RECEIVED							
3	3	660-312576 Coat Gold Gemini XT	\$1087	63	3	\$3262	89	
20	20	660-3RL LeHers 3'	\$3	50	20	\$70	00	
3	3	660-412576 Pant Gold Gemini XT	\$806	19	3	\$2418	57	
3	3	660-1301400 Boot Shadow 14" Pol	\$290	00	3	\$870	00	
<b>BUDGETED</b>								
<b>TOTAL</b>						\$6621	40	

APPROVED BY



**Pantego Fire Department**

Memo#

To: Matthew Fielder City Manager

From: Lt. Scott Mitchell

Through: Chief Tom Griffith

Subject: Purchase Request Casco Industries Invoice #151169A

Release Date: 1-30-2015

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I am requesting approval of the attached PO and related invoice from Casco Industries. This purchase is necessary to replace two complete sets of bunker gear which are expiring and one additional set of bunker gear for a newly hired firefighter. There is an additional cost for lettering placed on the jackets which is included on the invoice. Three sets of leather boots are being purchased as well. These boots will be placed in service replacing three sets of boots that are expiring.

The Invoice will read:

GLO-31257G Coat Gold Gemini XT	3 @ \$1,087.63	totaling \$3,262.89
GLO-3RL Letters 3'	20 @ \$3.50	totaling \$70.00
GLO-41257G Pant Gold Gemini XT	3 @ \$806.19	totaling \$2,417.57
GLO-1301400 Boot Shadow 14" Pull	3 @ \$290.00	totaling \$870.00

Grand Total for this invoice will be \$6,621.46

If there are any questions or clarification needed please feel free to contact me.

Lt. Scott Mitchell



*Casco*

INDUSTRIES, INC.

Invoice No. 151169A

**INVOICE**

1/20/2015

**Customer**

Name PANTEGO CITY OF  
 Address 1614 SOUTH BOWEN ROAD  
 City PANTEGO, State TX ZIP 76013-3336  
 Phone \_\_\_\_\_

**Misc**

Order No. 538435  
 Rep 109  
 PO# SLATER

Qty		Unit Price	TOTAL
3	GLO-31257G COAT GOLD GEMINI XT	\$ 1,087.63	\$3,262.89
20	GLO-3RL LETTERS 3'	\$ 3.50	\$ 70.00
3	GLO-41257G PANT GOLD GEMINI XT	\$ 806.19	\$ 2,418.57
3	GLO-1301400 BOOT SHADOW 14" PULL	\$ 290.00	\$ 870.00

SubTotal	\$ 6,621.46
Shipping	\$ -
<b>TOTAL</b>	<b>\$ 6,621.46</b>

**Payment**

Check

Comments

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Expires \_\_\_\_\_

Tax Rate(s)

Office Use Only

P.O. BOX 8007  
 Shreveport, LA 71148  
 Phone: 318-865-5107 Fax: 318-865-8157

*Casco Industries*  
 providing protection for those who protect us!

# TOWN OF PANTEGO

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 11288

**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 Squareone Business Machines  
8113 Ridgpoint Dr. Ste 201  
Irving, TX 75063

SHIP TO Town of Pantego

DATE		ACCT #	DEPT.			
2/2/15		200-5-201-234.00	PW-CHA.			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT
ORDERED	RECEIVED					
		Annual Maintenance agreement for Hasler M5000 Folder Inserter 1/24/15 thru 1/24/16	1500	00		1500 00
					TOTAL	1500 00

*William* 2/2/15

*[Signature]*

APPROVED BY



PUBLIC WORKS MEMO

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Date: February 2, 2015  
To: Matthew Fielder, City Manager  
From: Scott Williams, Public Works Director  
Subject: Maintenance Agreement for Water Billing Folder/Inserter

The Public Works Department, Water Utilities Division is requesting the approval of this purchase order in the amount of *One Thousand, Five Hundred Dollars and No Cents* (\$1,500.00) for the Maintenance Agreement on the folder/inserter equipment for water billing; Squareone Business Machines.

Please find the attached Maintenance Agreement and Purchase Order that reflects the requested amount, (\$1,500.00) from Acct No: 200-5-201-234.00.

 2-2-15

Scott Williams, Public Works Director



8113 Ridgepoint Drive  
Suite 201  
Irving, TX 75063

Date	Invoice #
1/11/2015	8286

**Bill To**

Town of Pantego  
Shawn Fox  
1614 South Bowen Road  
Pantego, TX 76013

**Ship To**

Town of Pantego  
Shawn Fox  
1614 South Bowen Road  
Pantego, TX 76013

P.O. No.	Terms	Due Date	Rep
	Net 15	1/26/2015	

Item	Description	Qty	Rate	Amount
Maintenance	Annual Maintenance Agreement Hasler M5000 Folder Inserter 1/24/15 thru 1/24/16	1	1,500.00	1,500.00
<p><i>Acct# 200-5-201-234.00</i></p> <p><i>STW 2-2-15</i></p>				
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p><b>WE'VE MOVED!</b> <b>PLEASE REMIT PAYMENT TO OUR</b> <b>NEW ADDRESS</b></p> </div>				

Thank you for your continued business!

<b>Sales Tax (8.25%)</b>	\$0.00
<b>Total</b>	<b>\$1,500.00</b>
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	<b>\$1,500.00</b>

Phone #	Fax #	E-mail	Web Site
866-531-7528	972-782-9804	customerservice@squareonebiz.com	www.squareonebiz.com

# TOWN OF PANTEGO

1614 S. BOWEN  
PANTEGO, TEXAS 76013

No. 1190

**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 Northern Trinity Groundwater  
Conservation District

SHIP TO 1100 Circle Dr. Ste 300  
Fort Worth TX 76119

DATE		ACCT #	DEPT.			
2-3-14		200-5-201-710.00	City Manager			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE		PER	AMOUNT
ORDERED	RECEIVED					
		Groundwater Production Fees for Oct. - Dec. 2014	4,696	88		4696 88
					TOTAL	4696 88

APPROVED BY



# MEMORANDUM

**To:** Mayor Paradise and Members of the Town Council

**From:** Matt Fielder, City Manager

**Date:** February 5, 2015

**Subject:** Northern Trinity Groundwater Conservation District

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This payment of \$4,696 represents the Town's payment of groundwater pumping fees for the period from October 1, 2014 to December 31, 2014. The payment is due March 1, 2015. The next payment will be due October 1, 2014 and will be for the period from January 1, 2015 to June 30, 2015. Based on prior years, that payment will be approximately \$10,000.

FY 13-14		FY Total Pumpage										0		\$ -		0.0		
Oct-14	0	1,249	2,825	7,865	1,389	1,829	15157	\$ 0.125	\$ 1,894.63									488.9
Nov-14	0	1,660	3,707	0	5,193	998	11558	\$ 0.125	\$ 1,444.75									385.3
Dec-14	0	1,672	3,805	0	5,383	0	10860	\$ 0.125	\$ 1,357.50									350.3
Jan-15							0	\$	-									0
Feb-15							0	\$	-									0
Mar-15							0	\$	-									0
Apr-15							0	\$	-									0
May-15							0	\$	-									0
Jun-15							0	\$	-									0
Jul-15							0	\$	-									0
Aug-15							0	\$	-									0
Sep-15							0	\$	-									0
FY 14-15		FY Total Pumpage										37575		\$ 4,696.88		102.9		

# TOWN OF PANTEGO

1614 S. BOWEN  
 PANTEGO, TEXAS 76013

No. 1691

**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 Open DNS, Inc.

SHIP TO 135 Bluxome Street  
 San Francisco, CA 94110

DATE		ACCT #	DEPT.			
2-4-15		100-5-101-482.00	General Admin			
QUANTITY		STOCK NUMBER / DESCRIPTION	PRICE	PER	AMOUNT	
ORDERED	RECEIVED					
50		Umbrella Professional			1850	00
					TOTAL	1850 00

  
 APPROVED BY

OpenDNS, Inc.  
135 Bluxome Street  
San Francisco, CA 94107



Customer: Town of Pantego  
Date Generated: 2/3/2015  
Offer Expiration Date: 02/20/2015  
Proposed by: Jenny McNeice

## ORDER FORM

### Address Information

**Billing Address:**

1614 S Bowen Rd  
Pantego, TX 76013-3336  
US

**Mailing Address:**

1614 S Bowen Rd  
Pantego, TX 76013-3336  
US

Company Name: Town of Pantego  
Contact Name: Matt Fielder  
Email: mfielder@townofpantego.com

Phone: (214) 471-5824  
Fax: +1.817.265.1375

### Terms and Conditions

Contract Start Date: 2/3/2015

Billing Frequency and Payment: Annually (due Net 30 from invoice date at start of Subscription Term)

### Services

Services	Subscription Term (months)	Quantity	Total Price
Umbrella Professional	12	50	\$1,850
<b>Total:</b>			<b>\$1,850</b>

### Fees and Payments

All fees shall be due and payable upon the commencement of the Subscription Term and on the first day of each renewal Subscription Term. Customer agrees to pay OpenDNS such fees net thirty (30) from the date of OpenDNS' invoice. The prices do not include any taxes and Customer shall pay any applicable sales use, excise, withholding or other taxes applicable to the sale or furnishing of the Services or related software (if any). Delinquent payments shall bear interest at the rate of one-and-one-half (1.5%) per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees and costs) incurred by OpenDNS in collecting unpaid or delinquent amounts. OpenDNS reserves the right to suspend the Services (of which it shall provide advance notice, which may be by email) until Customer pays all past due amounts.

The initial Subscription Term shall commence on the date OpenDNS initially activates the Services for Customer and shall continue for the duration of the Subscription Term set forth above. All Subscription Terms shall automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is longer) at OpenDNS' then-current price for the Services, unless terminated by either party upon sixty (60) days written notice of non-renewal prior to the expiration of the applicable Subscription Term. Subscriptions are non-cancelable before the end of the then-current Subscription Term and fees are non-refundable.

### Additional Terms and Conditions

Upon Signature by Customer and submission to OpenDNS, this Order Form shall become legally binding and incorporates by reference the Terms of Service (<http://www.opendns.com/terms/>) between OpenDNS and Customer, which contains, among other things, warranty disclaimers, liability limitations and use limitations for the Services and related software, unless this Order Form is rejected by OpenDNS. OpenDNS may reject this order form if: (1) the signatory below does not have authority to bind Customer to this Order Form, (2) additions, deletions or other changes have been made to this Order Form (other than the completion of the signature block), (3) the requested purchase order information or signature is incomplete or does not match the rest of the Order Form, or (4) the Order Form was not signed and returned by Customer before the Offer Expiration Date. For additional licenses and services, the parties will complete and execute additional Order Forms.

If you are entering into this Order Form on behalf of a Company or other legal entity, you represent that You have authority to bind such entity and its affiliates to this Order Form, in which case the term "You" shall refer to such entity and its affiliates. Any different or additional terms of any related quote, purchase order, confirmation, or similar form are hereby rejected, and shall have no force or effect. This Order Form and the Terms of Service embody the entire agreement and understanding of the parties with respect to the Services, and may only be amended by a writing signed by the parties.

<b>Administrative</b>	
<b>Account Administrator:</b>	
<b>First Name:</b>	Please provide the name and email address of the Account Administrator for your OpenDNS Account. We will create your new OpenDNS account under this email address. If your organization has an existing OpenDNS Account, please enter the email address associated with the account and we will upgrade the subscription.
<b>Last Name:</b>	
<b>Email:</b>	
<b>Desired Service Start Date:</b>	Please note that your Subscription Term shall commence on the date OpenDNS initially activates the Services, which may differ from your desired start date.

**Customer:** Town of Pantego

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

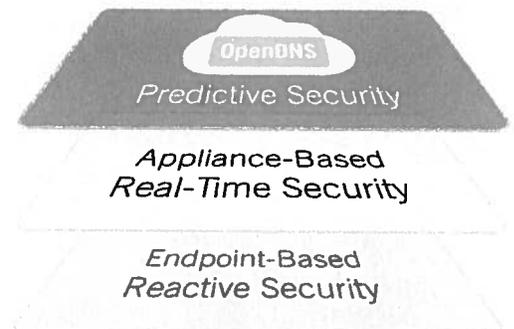
## OpenDNS

Faster and Easier Threat Protection.

Cloud-delivered network security and Web filtering that protects any device, anywhere.

Umbrella Professional not only blocks malware, phishing and inappropriate content, but also contains botnets before they can cause damage. Umbrella uses the OpenDNS Global Network—our cloud infrastructure that handles more than two percent of the world's daily Internet requests with proven 100 percent uptime. It enforces security policies at the Internet's DNS layer with no added latency, and in minutes covers any device worldwide. Umbrella stays up-to-date without admin intervention because there is no hardware to install or software to maintain.

OpenDNS analyzes a cross-section of the world's Internet activity to observe attacks being staged before an attack is launched. We discover and often predict the Internet locations related to advanced threats before endpoint anti-malware and network firewall vendors flag them as malicious. Umbrella blocks Internet connections to these malicious locations (e.g. domains and IP addresses) over any port, protocol or app. Ultimately, this enables your IT team to stay ahead of attacks rather than cleaning up after them.

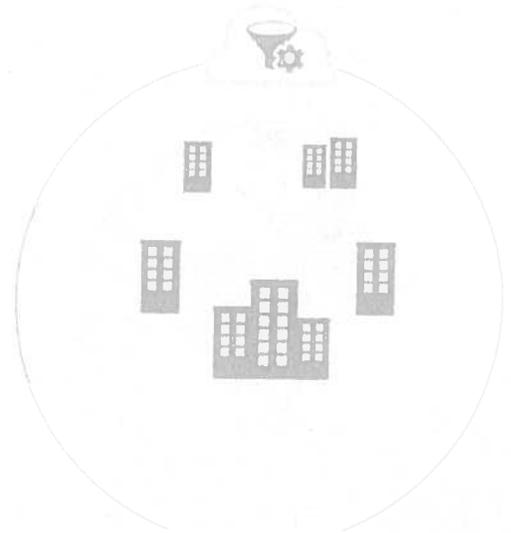


### SECURITY FOR THE WAY THE WORLD WORKS TODAY

- Mobile employees, cloud apps, and a diminishing usage of VPNs have resulted in erosion of the network's perimeter.
- Cybercriminals and other adversaries share command & control infrastructure and exploit kits to stage attacks.
- These attacks increasingly target SMBs' employees and devices when they are part of an enterprise's supply chain.
- Umbrella provides security against Internet threats, advanced attacks, and security breaches everywhere.

## MAINTAIN ACCEPTABLE USE AND COMPLIANCE

- Umbrella lets you manage the Internet experience on and off your network with acceptable use or compliance policies, putting you in control.
- Manage flexible, location-aware policies with Umbrella's 60 content categories and an unlimited number of custom block or allow lists.
- Laptops can be assigned policies with different Internet access restrictions and logging settings based on whether they are on or off your network.
- Umbrella informs end-users of the policy with branded, customizable block pages, and enables approved, delegated users to bypass these pages.



## COMPREHENSIVE THREAT PROTECTION

OpenDNS not only blocks malware, phishing and inappropriate content over any port, protocol or app, but also contains botnets before they can cause damage

- **Stop infected devices from stealing data by blocking connections to the attacker's botnet.**  
There are two ways to prevent damage. Prevent the infection or prevent the callback. Botnet callbacks rely on DNS, which puts OpenDNS in a unique position to block the most damaging attack phase.
- **Prevent new infections by blocking connections to malicious websites.**  
By discovering known and predicting new Internet locations where attacker's host malware, time-consuming cleanup steps are greatly reduced.
- **Don't rely on your employees to spot phishing by blocking connections to fraudulent websites.**  
OpenDNS leverages the largest database of phishing sites and our own threat intelligence to prevent the theft of users' login credentials.
- **In less than a minute, view security activity and pinpoint infected devices across your entire org.**  
OpenDNS restores lost visibility and control because we display all global activity in a single report dashboard. View botnet-related activity by device name to reduce the time to clean a compromised network.

## WORLDWIDE COVERAGE IN MINUTES

OpenDNS protects devices anywhere and stays up-to-date without admin intervention because there is no hardware to install or software to maintain

- **We only need you to point your DNS traffic to us by changing one IP in your existing network stack.**  
Every Internet gateway (e.g. router, wireless access point), DNS or DHCP server is supported. DHCP\* will transparently tell all on-network devices—even those you don't own—to send DNS requests to the OpenDNS Global Network. Ten, twenty, even ten thousand devices will be instantly protected.  
\*DHCP = Dynamic Host Control Protocol
- **For off-network coverage, software is a necessary evil. But both employees and system admins will be happy.**  
Unlike other agents that rely on heavy system-level processes, ours consume near zero storage, memory, or CPU resources. By enforcing policies in our Global Network, not in the software, we avoid impacting network or system performance. Our agents are invisible because they work the way the Internet already works. The device name is simply embedded into DNS requests before they leave the device. And a command-line installation option will hide the agent's icon from appearing in a task bar, if desired. The agents are deployed to devices in minutes using common device management solutions. And if a new update is available, it transparently downloads and installs itself without requiring a system reboot.

## LOWER YOUR TOTAL COST OF OWNERSHIP



- Maintaining security appliances at every network egress point is expensive. Not only do you need to pay for power, cooling and the footprint to deploy these appliances at the perimeter of your network, you need to routinely update the appliance's software and upgrade the hardware.
- To ensure a fast and reliable Internet experience for your employees, you overprovision hardware. You deploy redundant appliances to account for hardware failures. You buy larger appliance models to account for bandwidth spikes and employee growth over several years.
- With OpenDNS, the cost and performance of our security service does not change based on the number of network locations or employee devices that send DNS traffic to the OpenDNS Global Network.

### TIMELY THREAT INTELLIGENCE

OpenDNS's data scientists innovate unique algorithms to analyze past and present Internet-scale data to discover and predict attacks before they happen

- **Security Graph is OpenDNS's technology to automate and scale our team's ability to stay ahead of attacks.** Even "next-generation" security solutions that tout their "signature-less" technology, still relies on attacks to happen and traffic to hit your corporate network before a new threat can be detected. They also depend on researchers to facilitate the process. As a result, many attacks continue to evade security, since this threat discovery process is ad hoc and slow. The OpenDNS Security Labs team is comprised of data scientists and infrastructure engineers working alongside threat researchers to eliminate this traditional "collect and react" bottleneck. What makes OpenDNS different is our data—unrivaled in scale and scope—and pioneering machine learning systems to automate protection.
- **We analyze over 2% of the world's Internet activity!** Our data is aggregated from billions of individual Internet requests daily. Big data analytics match these requests with intelligence gleaned from the Internet's routing tables, enabling our team to observe malicious behavior across the Internet like no other security company. We track this data over time to observe how attack infrastructures change and where they are being staged before an attack is launched.

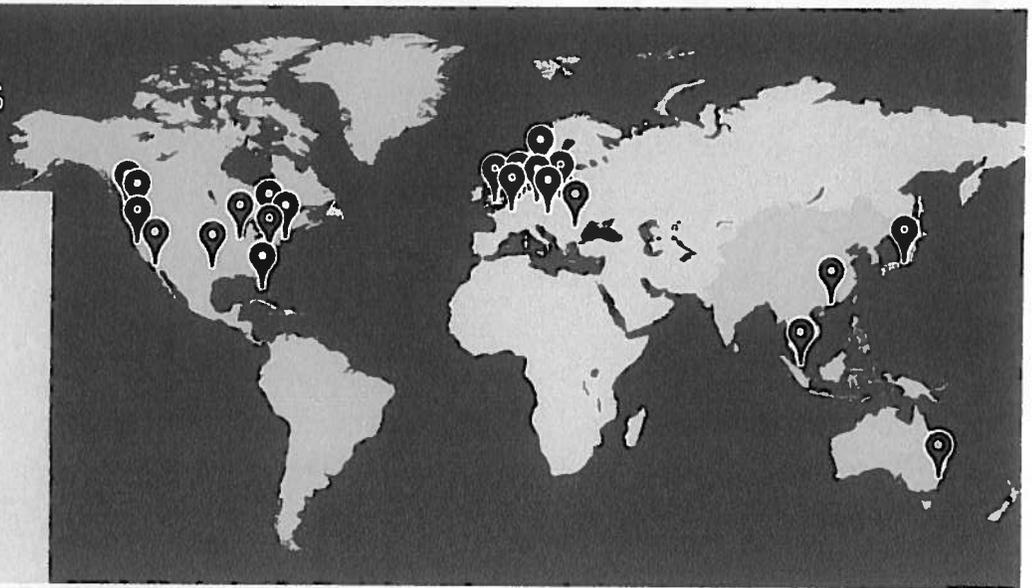
### NO ADDED LATENCY

With OpenDNS there is no need to reroute every connection through proxy or VPN gateways to secure mobile users or remote offices

- **No extra "hops" because DNS traffic is resolved in the cloud by OpenDNS rather than the ISP.** Mobile employees or remote offices no longer need to route connections over VPN back to the perimeter for network security. And devices inside the perimeter no longer need to route every connection through another appliance or proxy-based enforcement point.
- **Resolve DNS requests faster than ever before.** Our world-class infrastructure team is obsessed with inventing new technologies not only to use DNS to intelligently route our users around Internet threats but also to speed up the Internet and move forward the state of the art for the Domain Name System. We have pioneered some of the foremost innovations the DNS has seen in its lifetime. The result is not only secure connectivity, but also faster connectivity.

## CLOUD INFRASTRUCTURE TRUSTED BY ENTERPRISES AND SMBs WORLDWIDE

- In 2006, our mission was to build the most reliable DNS service on the planet and unlike others, we have always provided operational visibility. Just visit <http://system.opendns.com>.
- Today, our security uses the same foundation trusted by over 50 million daily-active users across 160 countries, including 10,000 businesses and ISPs.



### PROVEN RELIABILITY

The OpenDNS Global Network handles more than two percent of the world's Internet requests daily with 100 percent uptime

- **To be more precise, over 70,000,000,000,000 requests have been resolved with zero downtime.** Every HTTPS Web post, FTP upload, RTSP video stream and P2P file share is preceded by a DNS request. With Umbrella Professional, infrastructures hosting malware, botnet or phishing threats are blocked from resolving such requests, keeping attacks from ever reaching OpenDNS customers.
- **Our cloud infrastructure uses Anycast routing that is extensively peered at major Internet exchanges.**
  - (1) It allows OpenDNS to easily scale our service globally for customers by just adding more servers and data centers, all with the same IP address. So users never experience degraded performance.
  - (2) It makes a failover event within a data center or globally between data centers transparent to customers. There is no need for making changes to load balancers, proxy servers or DNS servers because the IP address will not change.
  - (3) It reduces the DNS resolution round trip time for customers because we have the shortest possible routes to all users. Building direct peered connections with other networks increases the number of available paths to our users and content providers or ISPs.

### Contact Us

Have a question? Want to talk to one of our friendly customer service reps? We're here for you.

### OpenDNS

135 Bluxome Street  
San Francisco, CA 94017

### Main Number

+1 415 344 3200

### Sales Team

+1 877 811 2367  
[sales@opendns.com](mailto:sales@opendns.com)

**OpenDNS**

For a free trial or more sales information, contact our team:

1-877-811-2367 | [sales@opendns.com](mailto:sales@opendns.com) | [www.opendns.com](http://www.opendns.com)



# AGENDA BACKGROUND

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

**Date:** February 9, 2015

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**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 15, 2014  
Town Council minutes from January 12, 2015  
Town Council minutes from January 26, 2015

CRB minutes from January 6, 2015

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

Town Council Minutes  
December 15, 2014

STATE OF TEXAS §

COUNTY OF TARRANT §

TOWN OF PANTEGO §

The Town Council of the Town of Pantego, Texas, met in special session at 6:30 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 15<sup>th</sup> day of December 2014 with the following members present:

Melody Paradise  
Don Funderlic  
Jane Barrett  
Fred Adair  
Don Surratt

Mayor  
Council Member

Members absent:

Russ Brewster

Mayor Pro-Tem

constituting a quorum. The following staff members were present:

Matt Fielder  
Julie Arrington  
Chad Joyce

City Manager  
City Secretary  
Community Development Director

Also in attendance:

None.

**SPECIAL SESSION 6:30 P. M.**

Mayor Paradise called the special session to order at 6:48 p.m.

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

Council covered Sections 14.10 Development Standards and Section 14.11 Adult Entertainment with the following discussions.

Council discussed the differences in developmental standards, guidelines, and supplemental regulations terminology. Council requested the Comprehensive Plan to be incorporated into the Zoning Ordinance along with references to the Plan. They added the words "or no building permit" to the first sentence of Section 14.10.015 Certificate of Compliance and verified the entire section of Part I applies to all Zoning, except 1 & 2 Family Residential. Council requested to change Section 14.10.015(b)(4) to read "Signs, awnings and related hardware;" and to change subsection (b)(5) to "Modifications to 25% of the Façade...". Council agreed to give the building official more flexibility in allowing the official to approve a different percentage for minimum areas by including the word approximately throughout Section 14.10.020. After some discussion on the intent of not permitting smoked glass on the primary facade, Mr. Joyce will discuss with Jacob's to find out if there is a percentage of transparency that can be used. There was discussion on limiting the height of a parapet wall not to exceed six feet. After discussion on the permitted building materials, Council decided to allow brick veneer and stucco, but will not allow vinyl siding. Council requested Section 14.10.020 (a)(8) to reference the screening requirements in Part III. There was clarification on several sections regarding the triggers that cause the compliance of some sections of this ordinance; such as the requirement for a new Site Plan and if it is declared as a minor or major change. Mr. Joyce will discuss with Jacobs on how to get the

Town Council Minutes  
December 15, 2014

responsibility of Part II Landscape Requirements forced to the property owner and not the retail tenant; excluding tenant finish out, while still accomplishing upgrades.

There was discussion on the allowable shrubs in section 14.10.125(d) and changing subsection (i) to require sod on all areas not covered. Council discussed allowing plants in the public utility or drainage easement, who is responsible for the approval, and they would like to have the allowable maximum height of a tree under the power lines to be shorter than 25 feet. Subsection (p) was re-worded to allow for a case-by-case basis and the last sentence regarding a landscape easement agreement was removed. Council requested Basins to be defined within the definitions of the ordinance. Mr. Joyce will verify consistency of the visibility triangle with all other ordinances. Council inquired on the minimum landscaping setback of ten feet and requested Mr. Joyce to ensure Park Row and Pioneer Parkway conforms to this change.

There was discussion on the allowance of electrical fencing in the residential areas. Mr. Joyce will clarify the allowable uses for electrical fences on the primary fence and the accessibility of the electric fence. There was discussion on the direction of the fence panels in regards to uniformity especially when facing a public right of way. Council agreed to revisit this item later. There was discussion on the responsibility of the multifamily developer to erect a screening wall at the time of development. Mr. Joyce will follow up with the Town Attorney regarding the ability to make an existing owner comply with the new regulations for dumpster enclosures. Council inquired on justifying the calculations of the parking chart without using the square footage of the business and the off street parking and loading formula. There was discussion on accessory structure regulations and uses, the requirement of them to match the color and exterior façade of the main building, and the definition of a garage. Mr. Joyce will talk to Jacob's and determine if there is a minimum lighting standard in regards to enforcing the safety and security used for illumination. There was discussion on the use of a wrought iron fence allowed as a screening fence and the standards for the gas compressor station section of the ordinance. Mr. Joyce will change the gas compressor station section to reference the noise section of Chapter 4- Business Regulation. Mr. Joyce will verify the request for calculations relating to a sign plan submittal does not open the town up for liability. Council requested to add a minimal distance to the sides of the overhead lines for inflatable signs and balloons in addition to the provision prohibiting them under the overhead lines. Council discussed the political sign requirements regarding the differences in subsection F, H, and J; the abandoned and obsolete signs regarding the fairness to the property owner upon the removal of the closed business' sign; and clarification on the purpose of the subsection C discussing symbols and signs not visible or readable from the public street. Mr. Joyce will revise Section 14.10.775 Illegal Signs-Enforcement to include language requiring Council action to release the privileged lien not the City Manager.

Council requested to change Part III Location of Adult Entertainment Establishments Section 14.11.205 Location Subsection A to read "this chapter" instead of "the zoning chapter". There was discussion of increasing the distance of the establishments from churches, schools, residential districts, parks, daycare centers, etc.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 10:02 p.m.

APPROVED:

\_\_\_\_\_  
Melody Paradise, Mayor

ATTEST:

\_\_\_\_\_  
Julie Arrington, City Secretary

Town Council Minutes  
January 12, 2015

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 12<sup>th</sup> day of January 2015 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  
Thressa Householder

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

Also in attendance:  
None.

WORK SESSION 6:30 P.M.

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

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

**1. City Manager Report**

Mr. Fielder informed the Council there is still a vacancy for two police officers and one public safety dispatcher. The positions have been advertised and interviews are ongoing. There is a new vacancy, Jennifer Pauley, Support Specialists, has turned in her notice. Her last day is this Friday. We are currently cross training Simon McCurley from Public Works to fill in upon her absence until the position can be filled permanently.

Mr. Fielder informed Council the Town collected \$3,059.71 for the Red Kettle Challenge, which is approximately 10% of the total amount raised of \$28,600 from Pantego, Mansfield, and Arlington. Mayor Paradise stated the Town collected more than last year and it could not have been done without the support of the Lion's Club.

Mr. Fielder informed Council the fiber optic line went out Tuesday, December 23, 2014. There was some difficulty in getting it repaired over the holidays and it was not back up again until Friday, December 26, 2014. He explained there was a difference in opinion on the cause from the technicians; however, they both agree the line was stretched causing micro tears in the line. The line was replaced from a 6 strand to a 24 strand which is a heavier duty line. There was discussion on marking the areas by the lines as "Fiber Only". Also, there was discussion on the air fiber backup system and the issue of not having a line of sight between the tower at Town Hall and the Police Department and discussion on installing our own conduit and fiber.

Mr. Fielder informed the Council that staff is currently working on the utility ordinance update. There will be a provision for people to dispute their bills without having to come to Council, clarification on the responsibility of the service line coming from the house to the sewer main, a section on the Groundwater Conservation district fee, and the process of updating water fees. There was discussion on adjustment of fees and water rates.

Mr. Fielder explained the Alan Plummer Associates, Inc. representatives could not be here tonight. They have completed their assessment and it will be on the next agenda.

## **2. Monthly Staff Reports**

Council inquired on the revenue from the recently passed ordinance in regards to the allowed no insurance towing. Ms. Carmona explained due to the procedures involved in obtaining this revenue the report is two months behind. Council inquired on the Court revenues and not meeting projections. Mr. Fielder explained since the town has two officer positions open there are not as many tickets generated during this time. Council asked when they can expect the completed report on the lane well and the inspection report for the water tanks. Mr. Williams informed Council he is waiting on the contractors to supply these reports.

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

Mr. Fielder requested Council to remove the Alan Plummer Associates, Inc invoice allowing him to place it on the PEDC agenda instead. There was discussion on the Tyler Technologies invoice and why it was split between two Council meetings.

## **4. Approval and Acceptance of Minutes**

Approval of Town Council Minutes:

- Town Council minutes from November 24, 2014
- Town Council minutes from November 25, 2014

Council requested a change on page five from plume to flume. No further comments on the minutes.

Acceptance of Minutes of Boards and Commissions:

- PEDC minutes from October 22, 2014
- PEDC minutes from November 12, 2014
- CRB minutes from November 11, 2014

No comments.

## **5. 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.**

Mr. Fielder presented this item with a contract for professional construction management for the Park Row Project to Council. The original proposed contract from Alan Plummer proposed full time managing the project with three full time employees, an inspector, an engineer, and an assistant engineer, at a cost of approximately \$200,000. Mr. Williams and Mr. Fielder reviewed the original

contract and developed a plan of responsibilities the staff can accomplish in house bringing the cost down significantly. The new contract proposes Allan Plummer Associates combining both projects into one bid package, create the bid documents, and take the Town through the bidding process. They will evaluate the bids and give the Town a recommendation. Then work with the Town to put together a contract for the awarded bid. A certain number of field visits to observe key points would be scheduled or if through staff's daily inspections staff sees something questionable they would come and work through the issue. Alan Plummer Associates would perform the walk through and create punch list ensuring the project is complete. In addition, there is material testing that is required and will be done regardless of who performs it. The total amount of the new contract is \$77,500. The original contract required them to be here every day and the new contract is on a as needed basis.

Council inquired on comparisons for this service in regards to a fair and reasonable market price. Mr. Fielder informed Council the Town cannot get prices on proposals for engineering. Council clarified which aspects of this contract are actual office work and on-site work. There was discussion on the use of a third party contracting company to perform these duties versus using Alan Plummer Associates. Council would like to address several issues regarding the contract; such as the 15% increase on direct costs; the number of hours Alan Plummer will actually be onsite, etc. Council inquired on any duplicated costs with CMA and Alan Plummer within this contract.

**6. Discuss, direct, and consider action on authorizing the City Manager to purchase the Self Contained Breathing Apparatus (SCBA) equipment for the Fire Department.**

Mr. Fielder reminded Council this item was included in the budget and the Town was not awarded the grant. Currently there are seven units that are operational but outdated. The Fire Department is in need of ten. He is working with the Finance Director to obtain funds and is recommending the use of the sales tax collected above the projected amount in last year's budget. Chief Griffith explained the air packs are obsolete and outdated. The cost of repairs to the packs is essentially the same as their replacement costs. Council confirmed there was discussion during the budget process regarding the possibility of not receiving the grant and a plan for this expense in the event the grant was not received.

**7. Discuss, direct, and consider action on the scheduling of additional Zoning Ordinance review meetings.**

Mr. Fielder informed Council they have reviewed the entire ordinance. There were a number of questions and comments that Mr. Joyce will forward to the Town Attorney. There was discussion on holding an additional council meeting to review the comments and changes allowing for consistency on the issues by Council prior to forwarding them to the Town Attorney. Mr. Joyce informed Council he will be out for approximately two weeks during late January and early February and the latest version was uploaded late last week. Council will review the uploaded documents and regroup on the January 26<sup>th</sup> council meeting. There was discussion on conducting public comments. Mr. Fielder suggested placing the information in the newsletters and website regarding the new ordinance giving resident's time to prepare themselves with questions. After this time, hold a public hearing allowing them to comment.

Mayor Paradise adjourned the work session at 7:24 p.m.

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

Mayor Paradise called the regular session to order at 7:35 p.m. and welcomed the audience and thanked them for coming tonight.

Councilmember Funderlic led the invocation which was immediately followed by the Pledge of Allegiance.

**MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS**

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Mayor Pro-Tem Brewster thanked everyone in the audience and Council and staff for working together to get things accomplished. He gave gratitude to Sergeant Moore and Officer Meinke for going above and beyond their duties.

Councilmember Adair welcomed the audience and gave gratitude to some residents, the first responders, and public works employees. He expressed his appreciation in receiving the good written responses provided by residents regarding staff.

Councilmember Barrett agreed with the other councilmember's and thanked the audience for coming out tonight.

Councilmember Funderlic agreed with the previous remarks and thanked the audience for coming out tonight. He thanked the residents for their wonderful Christmas decorations.

Councilmember Surratt welcomed the audience for coming tonight. He expressed his appreciation in the community involvement of the Town. He assured the employees in the audience that every thank you note received is recognized at the council meetings.

Mayor Paradise thanked the audience for coming out tonight. She expressed this is an evening for honors and recognitions and would like to recognize and honor a fellow P & Z Board Member, Randy Siddens, who served this community and this town for many years who unfortunately passed way on December 25<sup>th</sup>. Please keep his family in your prayers. Also, Phil Zetnick of the Runner passed away unexpectedly last Tuesday. Please keep his family and employees in your prayers as well.

### **HONORS/RECOGNITIONS**

Mayor Paradise and Cal Kost, a CRB Board member, presented the winners in each category of the Residential Christmas Light Contest with their certificates and awards. Mayor Paradise thanked the Community Relations Board for conducting this contest each year and bringing the community together.

The following residents were awarded with the Traditional Decorations:

Jim Staples, 27 Lacosta Ct., won first place.  
Harry & Isabel Robison, 18 Country Club, won second place.  
Bill & Wendy Ponder, 1811 Nora Dr., won third place.  
Smokey & Sarah Garrett, 1812 Nora Dr., won Honorable Mention.

The following residents were awarded with the Spirit of the Season Decorations:

Roger Voss, 1700 Silver Leaf, won first place.  
Charles & Gwen Burk, 3000 Smith Barry Rd., won second place.  
Thomas & Cheryl Bledsaw, 26 Lacosta Ct., won third place.  
Gloria Cox, 16 Country Club Ct., won Honorable Mention.

The following residents were awarded the Whimsical Decorations:

Blake & Kari Bowman, 1604 Stagecoach, won first place.  
Jason Funderlic, 1610 Stagecoach, won second place.  
Michael & Becky Dement, 2810 Country Club, won third place.  
Stan Glover, 1603 Newsom Ct. won Honorable Mention.

Mayor Paradise announced the PEDC Board will award the winners of the Business Christmas Lights Contest at their meeting on this Wednesday at 6:30 p.m. She informed the audience the first place winner is Pantego Bakery & Bistro; second place is Camp Thurman, and third place is All Paw's Grooming and Pet Sitting.

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Mayor Paradise recognized Assistant Fire Chief Robert Coker for his ten years of service and Josh Brown, Cherie Charboneau, and Roy Deleon for their five years of service. Each employee was introduced by their Department Head and presented with a plaque.

Mayor Paradise called each Department Head to the front to present their Employee of the Year award to their employee. City Manager Matt Fielder introduced and awarded Chad Joyce for Employee of the Year for the General Administration Department. Public Works Director Scott Williams introduced and presented the Public Works Employee of the Year award to Josh Brown. Chief Tom Griffith introduced and presented the Fire Department Employee of the Year award to Firefighter David Nock. Assistant Police Chief Barry Reeves introduced and presented Sergeant Ben Moore with the Police Department Employee of the Year award. Thressa Householder introduced and presented Officer Freddie Alexander with the Court Employee of the Year award.

Mr. Fielder presented the overall Employee of the Year award to Chad Joyce for his dual role as the Public Works Director and the Community Development Director; as well as playing an integral role in the assimilation of the new City Manager, City Secretary, Finance Director, and Public Works Director to the Town over the last year.

Mayor Paradise recognized Cal Kost as the Volunteer of the Year informing the audience he was awarded at the Town Christmas Party.

Mayor Paradise recessed the council meeting at 8:11 p.m. for a reception.

Mayor Paradise reconvened the meeting at 8:24 p.m.

### **COUNCIL LIAISON TO BOARD REPORT**

#### **Community Relations Board**

Councilmember Barrett informed the Council the next town event is Easter and will be held on Saturday, April 4, 2015 from 2:00 p.m. to 4:00 p.m. They will schedule a day with the Waterford residents to stuff the Easter eggs. In addition to the Easter Egg Hunt there will be a scavenger hunt, balloon animals, sack races, and more. Mayor Paradise inquired about the egg toss. Councilmember Barrett stated the Memorial Day event will be held on Monday, May 25, 2015 at Bicentennial Park. The Board is interested in sponsoring an Essay contest again this year for the high school and junior high school students. The next meeting is Tuesday, February 3, 2015 starting at 7:00 p.m.

#### **Pantego Youth Leadership Council**

Mayor Paradise informed Council the PYLC students have not met since the last council meeting. The next meeting will be next Tuesday and Mr. Williams will be the guest speaker regarding the duties of the Public Works Director.

### **PEDC REPORT**

Councilmember Adair informed the Council that the PEDC Board received an update from Mr. Fielder on PantegoFest 2015 and the Park Row Project. They received an update from President Brown and Pam Mundo on the International Council of Shopping Centers conference they attended in November. Henry Lewzczyk with the Arlington Chamber of Commerce gave the same presentation Council received previously. The Board changed the time of all meetings to follow the seasonal time change. All meetings will start at 6:30 p.m. until Daylight Savings time begins.

### **CITIZENS OPEN FORUM**

None.

**APPROVAL OF CONSENT AGENDA ITEMS**

Councilmember Adair made a motion to approve the Consent Agenda items 1, 2, 3 with the exception of the Alan Plummer Associates invoice, and item 4 as discussed. Councilmember Funderlic 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.**

**5. 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.**

This item was discussed during the work session.

Mayor Pro-Tem Brewster made a motion to table item number 5 the Alan Plummer Construction management proposal until the January 26, 2015 Council meeting. 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.

**6. Discuss, direct, and consider action on authorizing the City Manager to purchase the Self Contained Breathing Apparatus (SCBA) equipment for the Fire Department.**

This item was discussed during the work session.

Councilmember Surratt made a motion to approve the expenditures for \$70,550 for the purchase of Self Contained Breathing Apparatus for the Fire Department to replace aging equipment. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

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

Nays: None

Abstention: None

Mayor Paradise declared the vote passed unanimously. Mayor Paradise thanked Councilmember Surratt for his efforts in researching this item and meeting with Chief Griffith to determine this was their only option.

**7. Discuss, direct, and consider action on the scheduling of additional Zoning Ordinance review meetings.**

This item was discussed during the work session. This item will be revisited at the January 26<sup>th</sup> council meeting to determine a schedule at that time. There is no action to take on this item.

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Mayor Paradise adjourned the council meeting for the executive session below at 8:33 p.m.

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

SCHEDULED EXECUTIVE SESSION ITEMS

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

Mayor Paradise reconvened the council meeting at 9:28 p.m.

Executive Session Item 1 - Mayor Paradise declared there was no action taken.

Executive Session Item 2 - Councilmember Adair made a motion to authorize the City Manager to immediately pay the past due fees and fines to the Northern Trinity Regional Water District. 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.

COUNCIL INQUIRY

None.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 9:29 p.m.

APPROVED:

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Melody Paradise, Mayor

ATTEST:

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Julie Arrington, City Secretary

Town Council Minutes  
January 26, 2015

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 26<sup>th</sup> day of January 2015 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  
Ariel Carmona  
Chad Joyce  
Scott Williams  
Barry Reeves  
Thressa Householder

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

Also in attendance:  
None.

WORK SESSION 6:30 P.M.

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

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

**1. City Manager Report**

Mr. Fielder informed the Council there are still two police officers and one dispatcher position open. There is a new opening for a Support Specialist for the front office. Assistant Police Chief Reeves informed Council there is one potential officer for one of the open positions.

Mr. Fielder informed Council per their direction at the last council meeting payment was made to the Northern Trinity Groundwater Conservation District. The meeting that was scheduled for this Thursday was re-scheduled due to a legislative conflict.

Mr. Fielder informed Council that Chop House Burgers will be moving into the Chop House Steak location. Their plan is to be open by the end of the month. Mayor Paradise inquired on the grand opening. Dairy Queen has begun the process of applying for a building permit with the Community Development Director for the old Del Taco building. The Family Dollar store has plans to build a

10,000 square foot building in Westbury Square and is in the beginning stages of the re-platting process. The building will be owned by the developer and Family Dollar will lease it. The owner of the Bull Chicks building has informed him they are looking to put in an emergency room clinic and this will require a complete remodel of the building.

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

There was discussion on the racial profiling invoice and Assistant Police Chief Reeves explained the annual fee is split into two payments each year. There was an inquiry to the use of two contractors for the fiber optic repairs. Mr. Fielder explained due to the circumstance same day service was necessary and this constituted an emergency fee.

**3. Approval and Acceptance of Minutes**

Approval of Town Council Minutes:

- Town Council minutes from December 8, 2014

Council inquired about subsequent minutes.

Acceptance of Minutes of Boards and Commissions:

- PEDC minutes from December 10, 2014

No comments.

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

Ms. Arrington explained the purpose of this ordinance in regards to calling the general election. The ordinance outlines all the important information for voters and candidates. Council requested the removal of the reference to Place 6 leaving only Council members Place 4, 5, and the Mayor in the Order of Election and the Ordinance. Mr. Jeffrey's confirmed this would be acceptable.

**5. Discuss, direct, and consider action on an Ordinance of the Town of Pantego, Texas, Amending Town of Pantego Municipal Code – Appendix A – 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 Ordinance in Conflict Herewith; and Declaring an Effective Date.**

Mrs. Householder introduced this item to Council. She explained this will allow the Town to hire a collection agency to collect the outstanding warrants. Council inquired if this has ever been done before and Mrs. Householder stated the Town has hired two companies in the past prior to her becoming the administrator. Council inquired how the company was chosen and was informed staff performed a request for proposal procedure and this was the only company to answer the request. She confirmed with Council the defendant pays all fees to the Town and the Town only pays the agency from the collected fees. Staff is waiting on approval of the contract from Judge Lane and expects to have it at the next council meeting for approval. Mayor Paradise clarified the Council will pass within one reading.

**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.**

Mr. Fielder reminded Council this was an item from the executive session at the last council meeting and will formalize the payment. Council would like to have section 2 reflect the effective date of January 12, 2015.

**7. Discuss, direct, and consider action on an update from Alan Plummer Associates, Inc. regarding the Lane Well.**

Mr. Fielder introduced Patrick Moseley with Alan Plummer Associates, Inc. to present their findings to the Lane well investigation. Mr. Moseley gave Council a copy of the report, confirmed he has read the autopsy report, spoke to Watt's Drilling, and confirmed the original water well pump was replaced with a deep well submersible pump. The deep well pump is very susceptible to phase imbalance issues. The autopsy reports shows the latest failure was caused by a radial bearing failure, which is caused by either a water flow across the bearing as it starts, a phase imbalance, or not properly placed in the well. He stated there is an electrical issue but it is not an issue to the pump. Council inquired what he thought the problem was with the well. Mr. Moseley stated Franklin believes it was a water flow issue across the bearing. He would like to perform some calculations to be sure but has no reason to think there is a problem right now with the well. There was discussion on the clogged screens causing the issue or a part of the issue. In a response to a question from Council Mr. Moseley clarified the trip mechanism is disconnect due to compatibility issues. He recommends pulling the motor to check the installation of the motor. There was discussion on the booster pumps. He stated they are rated for 75 gpm each and could be a cause on some of the bearing issues; such as the thrust bearing. Council inquired when they could have the final reports to Council. Sarah Seamands stated she could have her final recommendations regarding the design of the water system to Council within a month. She is considering a recommendation for an elevated storage tanks next to the well or having the well pump into the existing elevated storage tank. There was discussion in the cycle times of the pumps and the dead head pressure on the pump. Mr. Moseley stated he could have his calculations final on the electrical system and ready for Council at the next meeting. There was discussion on pulling and cleaning the well at the same time as the motor is pulled and inspected. Council directed the City Manager to review the details of the previous discussions and have information regarding the coordination of Collier and Franklin to perform the cleaning, inspection, and rehabilitating the well at the same time for the next council meeting.

Mayor Paradise adjourned the work session at 7:33 p.m.

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

Mayor Paradise called the regular session to order at 7:47 p.m. and welcomed the audience.

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

**MAYOR/COUNCIL/STAFF COMMENTS OF COMMUNITY INTERESTS**

Councilmember Surratt welcomed the audience and thanked Assistant Fire Chief Coker and Public Safety Chief Griffith for their quick response and good work regarding a grass fire to a family member's home.

Councilmember Funderlic welcomed the audience and thanked the staff and the first responders for the job they do for the citizens.

Councilmember Barrett welcomed the audience and wished Emma in the audience a happy birthday.

Councilmember Adair welcomed the audience and appreciated staffs hard work.

Mayor Pro-Tem Brewster welcomed the audience and invited them to come to Town Hall anytime to see what staff and Council are doing. He thanked Council and staff for working together to get things accomplished.

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Mayor Paradise informed Council they have received a Thank You card addressed to the Council, Staff, and the Town from Mrs. Siddens who thanked the emergency responders for their work. She updated Council the Town has lost a long time resident Bob Ellis over the weekend. She honored all of those who serve this community for a long time and short time. P & Z has not met in several months and requested when they meet next to ensure they honor Mr. Siddens and the Mayor and the Council will attend the meeting. She requested to have an item regarding the vacancy left by Mr. Siddens on the Planning & Zoning Commission to be on the next agenda.

**HONORS/RECOGNITIONS**

None.

**COUNCIL LIAISON TO BOARD REPORT**

**Community Relations Board**

Councilmember Barrett informed the Council the Board has not met since the last council meeting. The next CRB meeting will be Tuesday, February 3, 2015 at 7:00 p.m.

**Pantego Youth Leadership Council**

Mayor Paradise informed Council the PYLC students met last week. She thanked Mr. Williams for attending the meeting, being the guest speaker regarding his daily duties as a Public Works Director, and filling in for the City Secretary, who was out. She congratulated Ms. Arrington on the new arrival of her grandson. The last meeting and all future meetings will discuss controversy, resolutions, and hearing other perspectives in a since going full circle with listening to others. The students will present topics for stage one at the next meeting.

**PEDC REPORT**

Councilmember Adair informed the Council the PEDC Board presented the winners of the Business Christmas Light Decorating contest and discussed the UTA survey presentation Council received several weeks ago and the focus group with the Arlington Chamber of Commerce. There were ten businesses invited and only five showed which developed a focus on how to get businesses involved. They discussed joint marketing with each other. These five would be the ambassadors to get the businesses involved by meeting with them and they attended the orientation luncheon with the Chamber of Commerce last Friday.

**CITIZENS OPEN FORUM**

Matt O'Neill, 9 Longhurst, would like Council to find things for kids to do outside and suggested a volleyball court at the park.

**APPROVAL OF CONSENT AGENDA ITEMS**

Councilmember Funderlic made a motion to approve the Consent Agenda items 1 thru 3 as discussed. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

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

Nays: None.

Abstention: None.

Mayor Paradise declared the vote passed unanimously.

**ORDINANCES**

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

**2015 for Council members Places 4, 5, and 6-Mayor; Providing for Publication; Providing for Procedures for the Conduct of the Election; and Declaring an Effective Date.**

This item was discussed during the Work Session. Ms. Arrington read the caption of the ordinance and informed Council of the changes they made during the work session.

Councilmember Surratt made a motion to approve Ordinance 14-752 with the changes as discussed in the work session. 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.

- 5. Discuss, direct, and consider action on an Ordinance of the Town of Pantego, Texas, Amending Town of Pantego Municipal Code – Appendix A – 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 Ordinance in Conflict Herewith; and Declaring an Effective Date.**

This item was discussed during the work session. Mayor Paradise stated this will be passed in one reading. Ms. Arrington read the caption into the record.

Mayor Pro-Tem Brewster made a motion to approve Ordinance 15-753 as written. Councilmember Adair seconded the motion.

The vote was as follows:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

**RESOLUTIONS**

- 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.**

This item was discussed during the work session.

Councilmember Adair made a motion to approve Resolution 15-01 authorizing the City Manager to pay the Northern Trinity Groundwater Conservation District Fee revising section 2 to read effective date January 12, 2015. Councilmember Surratt seconded the motion.

The vote was as follows:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

**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.**

This item was discussed during the work session and no action was taken on this item.

**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.**

Mr. Fielder informed Council Brian Wright with Alan Plummer Associates, Inc. was injured and will be out. He was able to speak with him via telephone and discuss some of Council's concerns. Mr. Fielder informed Council he was told by Mr. Wright he may be able to get the multiplier reduced to 1.1%. There was discussion on the mark up of the direct and subcontractor's expenses and the due and payable upon receipt clause. Council had several questions concerning the contract and requested to have someone with contract adjustment authority to attend the next council meeting due to the timing of the project. Mayor Paradise requested the Councilmember's to have their questions emailed to Mr. Fielder allowing him to debrief the representatives prior to the meeting. There was discussion on keeping the projects separate. Council is not convinced the combination of the two projects is a cost savings. There was discussion on the timing for the Tarrant County funds for the project. Mr. Fielder will bring back an Alan Plummer Associates, Inc. contract for just the water line project.

Matt O'Neill, 9 Longhurst, inquired on the timeline for completing this project.

Councilmember Funderlic made a motion to table item #8 until the February 9, 2014 council meeting. 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 was unanimous.

**9. Discuss, direct, and consider action on the scheduling of additional Zoning Ordinance review meetings.**

There was discussion on Mr. Joyce's schedule. He will be out for two weeks the end of January or the first of February. Council agreed to hold the next Zoning review meeting on February 24, 2015 at 6:30 p.m.

Mayor Paradise adjourned the council meeting for the executive session below at 8:46 p.m.

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.

Mayor Paradise reconvened the council meeting at 11:05 p.m.

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Executive Session Item 1 – Councilmember Surratt made a motion for a salary increase for the City Secretary effective February 1, 2015 as discussed in the executive session. Councilmember Funderlic seconded the motion.

The vote was as follows:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

Executive Session Item 2 – Councilmember Adair made a motion for a salary increase for the City Manager effective February 1, 2015 as discussed in the executive session. Mayor Pro-Tem Brewster seconded the motion.

The vote was as follows:

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

Nays: None.

Abstentions: None.

Mayor Paradise declared the vote passed unanimously.

COUNCIL INQUIRY

Councilmember Surratt inquired on the neighborhood break-ins to a home by the cemetery. Mr. Fielder stated the Police Department informed him this took place the last week of 2014.

ADJOURNMENT

Mayor Paradise adjourned the regular session at 11:10 p.m.

APPROVED:

\_\_\_\_\_  
Melody Paradise, Mayor

ATTEST:

\_\_\_\_\_  
Julie Arrington, City Secretary

**Community Relations Board Minutes  
January 6, 2015**

**STATE OF TEXAS**

**COUNTY OF TARRANT**

**TOWN OF PANTEGO**

The Community Relations Board of the Town of Pantego, Texas, met in regular session at 7:00 p.m. in the Council Chamber of Town Hall, 1614 South Bowen Road, Pantego, on the 6<sup>th</sup> day of January, 2015 with the following members present:

<b>Barbara Rogers</b>	<b>Chair</b>
<b>Chuck White</b>	<b>Vice Chair</b>
<b>Tori Roemmich</b>	<b>Treasurer</b>
<b>Annie Johnston</b>	<b>Secretary</b>
<b>Leanna Cartier</b>	<b>Board Members</b>
<b>Michael Cartier</b>	
<b>Lothar Heller</b>	
<b>Cal Kost</b>	

The following staff members were present:

<b>Matt Fielder</b>	<b>City Manager</b>
<b>Jennifer Pauley</b>	<b>Staff Liaison</b>
<b>Scott Williams</b>	<b>Public Works Director</b>

**REGULAR SESSION 7:00**

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

**PLEDGE OF ALLEGIANCE**

**OLD BUSINESS**

Approval of Minutes: November 11, 2014. Chuck White moves to approve minutes as written and Michael Cartier seconds the motion. The minutes pass as written.

**CITIZENS OPEN FORUM**

**NEW BUSINESS FOR DISCUSSION, REVIEW, AND APPROVAL**

1. Review of 2014 Events

The events planned by the Community Relations Board are listed and detailed below:

- The Easter event was held on Saturday, April 20, 2014. The egg hunt consisted of 2,700 eggs for children 0-10. Other activities included pictures with the Easter Bunny, a scavenger hunt, sack race, egg toss, paint your own bird house craft, train ride, balloon artist, prize spin wheel, and refreshments.
- Memorial Day event was May 26, 2014. The event included an essay contest open to Jr High and High School students. The four winners presented their essay at the event and each received cash prizes.

Dueling Taps was performed live, each Military branch was represented by their flag and respective song, and light refreshments were offered.

- Movie Night in the park was a recurring event on the second Saturday from June to September. Movies chosen for screening included *Frozen*, *Monsters U*, *Despicable Me 2*, and *Captain America: Winter Soldier*. Refreshments were sold by the Lions Club.
- The Halloween Event was held on Saturday, October 25, 2014. The event included a haunted house, carnival games, costume contest with prizes, pumpkin carving contest with prizes, prize spin wheel/can food drive, scavenger hunt, cake walk, and refreshments
- Holiday in the Park/Candy Train event was held on Saturday, November 29, 2014. Stockings were distributed along the train route and at the park. Activities included pictures with Santa, lighting the Christmas Tree, face painting, balloon artist, and light refreshments.
- The Holiday Yard Decorating Contest was held during the month of December. Judging was conducted by board members and took place from December 11- 17. Awards, were given in three categories: Traditional, Whimsical, Spirit of the Season.

## 2. Planning for 2015 Events

Easter event will be held on Saturday, April 4. We have requested the largest Easter Bunny costume be placed on hold from Dusty's Costumes. The board will request the help of the Waterford to stuff the 2,700 eggs for the hunt.

Final decisions for other events and activities have not been decided, but the board hopes to continue the scavenger hunt, craft, face painting, balloon artist, and refreshments.

Memorial Day will be held Monday, May 25. Options for the event include, an essay contest, dueling Taps, a guest speaker, color guard, including a Boy Scout or Girl Scout troop, and refreshments.

Movie nights will be held in June, July, August, and September. The Antique Mall has offered to sponsor one movie night for \$350. Film decisions will be voted on at a later meeting.

Other events for this year will be discussed at a later date.

## 3. Budget Update

The budget update, as of December 31, 2014, shows 68% of our budget has been spent on this year's events. We were over budget for Christmas activities because of late charges from Christmas 2013.

## CRB MEMBER INQUIRY

## ADJOURNMENT

Chairperson Rogers adjourned the regular session at 8:34 p.m.

Barbara Rogers

2-3-15

Annie Johnson

2-3-15





# AGENDA BACKGROUND

**AGENDA ITEM:** Honors/Recognition.

**Date:** February 9, 2015

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**PRESENTER:**

Barry Reeves, Assistant Police chief

**BACKGROUND:**

Officer Marquez will be promoted to Corporal Marquez.  
Detective Whitwell will be promoted to Detective Sergeant Whitwell.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**ATTACHMENTS:**

None.



# AGENDA BACKGROUND

**AGENDA ITEM:** Discuss, direct, and consider action on Resolution 15-02 a resolution of the Town Council of the Town of Pantego authorizing the City Manager to enter into a contract with a private attorney to provide collection services within the meaning of Texas Code of Criminal Procedure 103.0031 and providing for an effective date

**Date:** February 9, 2015

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**PRESENTER:**

Thressa Householder

**BACKGROUND:**

The State of Texas allows municipalities to contract with collection agencies that specialize in court fee collections. State law provides for such agencies to collect a fee equal to thirty percent of what they collect. Staff has issued a Request for Proposals for firms that undertake court collections to consider undertaking collections on fines that are older than two years. One firm responded. Their proposal met the qualifications outlined in the RFP and staff is recommending that the Town enter into a contract with Perdue, Brandon, Blair, Fielder, Collins and Mott. This firm currently handles delinquent property tax collections for the Town.

**FISCAL IMPACT:**

Staff expects an increase in revenue.

**RECOMMENDATION:**

Staff recommends approval of this resolution.

**ATTACHMENTS:**

Resolution 15-02  
Perdue Contract

Director's Review: \_\_\_\_\_  
City Manager's Review: \_\_\_\_\_

**RESOLUTION NO. 15-02**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH A PRIVATE ATTORNEY TO PROVIDE COLLECTION SERVICES WITHIN THE MEANING OF TEXAS CODE OF CRIMINAL PROCEDURE 103.0031 AND PROVIDING FOR 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 for the collection of fees and other amounts as provided therein, 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 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 statute; and

**WHEREAS,** the Town of Pantego pursuant to Article 103.0031, Texas Code of Criminal Procedure, has determined that it is in the best interests of the Town to enter into a contract with a private firm, Perdue, Brandon, fielder, Collins, & Mott L.L.P. (Perdue), 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 the municipal court serving the Town of Pantego; and

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

**Section 1:** As authorized by Code of Criminal Procedure Article 103.0031, the Town Council hereby authorizes the City Manager to enter into the Contract with Perdue which is attached hereto as Exhibit A.

**Section 2:** The Assessor/Collector will assess and collect the collection fee pursuant to Sections, 33.07, 33.08, 33.11, and 33.478 of the Property Tax Code, when allowed. The Assessor/Collector will collect attorney fees that are specified by the Town through written agreement with a delinquent collection Attorney.

**Section 3:** This resolution is effective immediately upon passage.

**PASSED AND APPROVED this the 9th day of February 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:**

\_\_\_\_\_  
**Jim Jeffrey, City Attorney**



B. Perdue agrees to use its best efforts to collect the delinquent accounts received from the Town and to comply with all provisions of state and federal law and regulations promulgated pursuant thereto in the rendition of collection services contemplated by this Contract.

C. If requested by the Town, Perdue agrees to provide legal advice to the Town on its delinquent accounts.

#### **SECTION IV. COLLECTION FEE**

The Town agrees to pay Perdue as follows:

(1) No charge for the collected fines, fees, and court costs referred to Perdue by the Town imposed on all adjudicated offenses committed on or before June 18, 2003.

(2) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all adjudicated offenses committed on or before June 18, 2003; and

(3) Thirty percent (30%) of the collected fines, fees, and court costs referred to Perdue imposed on all offenses occurring after June 18, 2003.

The thirty percent (30%) collection fee shall be added to the amount owed by any defendant sent to Perdue that is more than 60 days past due pursuant to Article 103.001, Texas Code of Criminal Procedure.

#### **SECTION V. EXCEPTIONS TO THE COLLECTION FEE**

Pursuant to Article 103.0031(b), Texas Code of Criminal Procedure, Perdue cannot collect from a defendant the percentages referred to in Section IV. COLLECTION FEE if the defendant has been determined by the court of original jurisdiction to be indigent, or has insufficient resources or income, or is otherwise unable to pay all or part of the underlying fine or costs. The collection fee does not apply to a case that has been dismissed by a court of competent jurisdiction or to any amount that has been satisfied through time-served credit or community service, or to any other means of satisfaction determined by the Judge of the Town's municipal Court in the sole discretion of the Judge.

The collection fee shall, however, be applied to any balance remaining after a partial credit for time served or community service if the balance is more than 60 days past due and sent to Perdue for collections.

#### **SECTION VI. METHOD OF PAYMENT**

Absent an agreement otherwise, the Town shall calculate and receive the amount of any collection fee due to Perdue. Said fee shall be paid to Perdue by check on a monthly basis. All compensation shall become the property of Perdue at the time of payment.

#### **SECTION VII. COMMENCEMENT AND TERMINATION OF CONTRACT**

This Contract shall commence on \_\_\_\_\_, \_\_\_\_\_, and continue in force and effect until \_\_\_\_\_, \_\_\_\_\_, except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement. This contract will be automatically renewed on its identical terms for a one-year term commencing on the anniversary date of this contract, unless written notice of intent not to automatically renew is delivered by

the Town to the firm not less than sixty (60) days prior to the expiration date of the initial term or the anniversary date of any one year renewal period. Thereafter, the contract shall automatically renew for successive periods of one (1) year under the terms and conditions stated herein, unless either party gives prior notice of termination. Upon termination, Perdue shall have an additional six (6) months to complete work on all delinquent accounts referred from the Town prior to the notice of termination and will be entitled to compensation on such accounts if collected.

#### **SECTION VIII. NOTICES**

For purposes of sending notice under the terms of this Contract, all notices from the Town shall be sent to Perdue by certified United States mail, or delivered by hand or courier, and addressed as follows:

Perdue, Brandon, Fielder, Collins & Mott, LLP  
Attn: David S. Crawford  
**BY U.S. MAIL OR BY COURIER DELIVERY:**  
500 E. Border Street, Suite 640  
Arlington, Texas 76010  
Telephone Number: 817-461-3344

All notices from Perdue shall be sent to the Town by certified United States mail, or delivered by hand or courier, and addressed as follows:

Town of Pantego  
Attn: Town Manager  
1614 S. Bowen Road  
Pantego, Texas 76013  
Telephone Number: 817-617-3700

#### **SECTION IX. VENUE AND CONTROLLING LAW**

This Contract is made and is to be interpreted under the laws of the State of Texas. Venue for any disputes involving this Contract shall be in the appropriate courts in Tarrant County, Texas.

#### **SECTION X. ACCEPTANCE OF INDEPENDENT CONTRACTOR STATUS**

In consideration of the terms and compensation herein stated, Perdue hereby accepts said contract and undertakes performance of said Contract as an independent contractor as set forth above. The parties acknowledge and agree that Perdue shall furnish services under this Agreement as an independent contractor and not as an employee, agent or partner of Town. The parties acknowledge and agree that all persons employed by Perdue are employees of Perdue and not employees of the Town. Perdue may freely select its employees and may freely assign, transfer or terminate the employment of any employee engaged in the services described herein. Perdue further agrees to honor a request by Town to remove any Perdue employee from participation in the services described herein should the Town reasonably deem such employee's conduct detrimental.

**SECTION XI. SEVERABILITY**

Every provision of this Contract is intended to be severable. If any term or provision hereof is hereafter deemed by a court of competent jurisdiction to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

This Contract is executed on behalf of the Town by the presiding officer of its governing body who is authorized to execute this instrument by Ordinance heretofore passed and recorded in its minutes. This Contract may be executed in any number of counterparts, and each counterpart shall be deemed an original for all purposes. Signed facsimiles or electronically signed Contracts executed on behalf of the Town by the presiding officer of its governing body authorized to execute this instrument shall be binding and enforceable.

WITNESS the signature of all parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**Town of Pantego, Texas**

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**

By:   
For the Firm



# AGENDA BACKGROUND

**AGENDA ITEM:** Discuss, direct, and consider action on Resolution 15-03 a resolution of the Town Council of the Town of Pantego authorizing the City Manager to enter into a contract with the City of Fort Worth for the purpose of providing public safety voice radio communications and mutual aid or emergency assistant and providing an effective date.

**Date:** February 9, 2015

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**PRESENTER:**

Barry Reeves, Assistant Police Chief

**BACKGROUND:**

The City of Fort Worth is requiring all municipalities participating in the new voice radio communications system to provide a Resolution allowing the Town of Pantego to be a part of the interoperability channel designated for multiple jurisdictions.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends the approval of Resolution 15-03

**ATTACHMENTS:**

Resolution 15-03

Director's Review: \_\_\_\_\_  
City Manager's Review: \_\_\_\_\_

**RESOLUTION NO. 15-03**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PANTEGO AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF FORT WORTH FOR THE PURPOSE OF PROVIDING PUBLIC SAFETY VOICE RADIO COMMUNICATIONS AND MUTUAL AID OR EMERGENCY ASSISTANTS AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

**WHEREAS,** the Town of Pantego has determined that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

**WHEREAS,** each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the service of functions under this Agreement; and

**WHEREAS,** the City of Fort Worth and the Town of Pantego may, in an emergency or under certain other circumstances, provide each other with public safety support or other mutual aid or emergency assistance; and

**WHEREAS,** the parties which to enter into this Agreement to establish the terms and conditions pursuant to which the Town of Pantego will be able to access the City of Fort Worth's radio system in connection with the provision of mutual aid assistance between the parties.

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

**Section 1:** The Town Council hereby authorizes the City Manager to enter into the Agreement with the City of Fort Worth, which is attached hereto as Exhibit I.

**Section 2:** This agreement shall begin upon the last day executed by all authorized parties and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein Exhibit I.

**Section 3:** This resolution is effective immediately upon passage.

**PASSED AND APPROVED this the 9th day of February 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:**

\_\_\_\_\_  
**Jim Jeffrey, City Attorney**

## Exhibit I

### COMMUNICATIONS SYSTEM AGREEMENT

#### **MUTUAL AID ACCESS (SINGLE USE) – Town of Pantego**

This **COMMUNICATIONS SYSTEM AGREEMENT** (the “**Agreement**”) is made and entered into by and between the **City of Fort Worth (“Fort Worth” or “CFW”)** acting herein by and through its duly authorized Assistant City Manager, and The Town of Pantego (“**USER**”), acting herein by and through its duly authorized City Manager, individually referred to as a “party,” collectively referred to herein as the “parties.” The CFW or Fort Worth shall include all employees, directors, officers, agents, and authorized representatives. **USER** shall include all employees, directors, officers, agents, and authorized representatives.

#### RECITALS

**WHEREAS**, this Agreement is made under the authority of Sections 791.001-791.029, Texas Government Code; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the subject of this Agreement is necessary for the benefit of the public and each has the legal authority to perform and to provide the governmental function or service which is the subject matter of this Agreement; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the common interest of both parties and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

**WHEREAS**, Fort Worth owns, operates, and maintains Trunked Voice Radio Systems for the purpose of providing Public Safety voice radio communications and is the sole license holder of the CFW Trunked Voice Radio Systems with all privileges and responsibilities thereof; and

**WHEREAS**, Fort Worth and **USER** may, in an emergency or under certain other circumstances, provide each other with public safety support or other mutual aid or emergency assistance; and

**WHEREAS**, the parties wish to enter into this Agreement to establish the terms and conditions pursuant to which **USER** will be able access CFW’s radio systems in connection with the provision of mutual aid assistance between the parties.

**NOW THEREFORE**, Fort Worth and **USER** agree as follows:

**1. GRANT OF LICENSE**

Fort Worth hereby grants the **USER** specific permission to operate **USER**'s owned or leased field radio equipment or equipment attached and/or interfaced to the CFW Trunked Voice Radio Systems (the "Radio System") infrastructure in mutual aid or emergency situations, provided, however, that such use must comply with the specific details and requirements for use as set forth in "**Exhibit A, Terms of Use,**" which is attached hereto, incorporated herein, and made a part of this Agreement for all purposes. Failure to comply with these specific details and requirements may result in the immediate withdrawal of the specified permissions.

**2. TERM**

This Agreement shall begin upon the last day executed by all authorized parties and shall continue in full force and effect unless terminated in accordance with the provisions set forth herein and in **Exhibit A**.

**3. LIABILITY**

With respect to the use of the Radio System, each party agrees to be liable for any damages or loss that may be caused by its own negligence, omission or intentional misconduct. For purposes of this Section 3, the term party shall include employees, directors, officers, agents, authorized representatives, subcontractors, consultants, and volunteers of the respective party. Nothing in the performance of this Agreement shall impose any liability for claims against either party other than for claims for which the Texas Tort Claims Act may impose liability. Further, this Agreement is not intended to affect the allocation of liability between the parties in connection with the provision of mutual aid assistance; liability for such mutual aid assistance shall be governed by the separate mutual aid agreement or state law provisions under which the assistance is being provided.

**4. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed that **USER** shall operate as an independent contractor as to all rights and privileges granted herein, and not as agent, representative or employee of the CFW. Subject to and in accordance with the conditions and provisions of this Agreement, **USER** shall have the exclusive right to control the details of its operations and activities with respect to the use of the Radio System and shall be solely responsible for the acts and omissions of its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** acknowledges that the doctrine of *respondent superior* shall not apply as between the CFW, its employees, directors, officers, agents, and authorized representatives, and **USER** and its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants. **USER** further agrees that nothing herein shall be construed as the creation of a partnership or joint enterprise between CFW and **USER**. This Agreement is not intended to affect the roles of the parties in connection with providing mutual aid assistance; coordination of mutual aid activities and chain-of-command issues shall be governed by the separate mutual aid agreement or state law provisions under which assistance is being provided.

**5. NON-APPROPRIATION OF FUNDS**

Fort Worth and **USER** will use best efforts to appropriate sufficient funds to support obligations under this Agreement. However, in the event that sufficient funds are not appropriated by either party's governing body, and as a result, that party is unable to fulfill its obligations under this Agreement, that party (i) shall promptly notify the other party in writing and (ii) may terminate this Agreement, effective as of the last day for which sufficient funds have been appropriated.

**6. RIGHT TO AUDIT**

**USER** agrees that the CFW shall, at no additional cost to the CFW, during and until the expiration of three (3) years after termination of this Agreement, have access to and the right to examine at reasonable times any directly pertinent books, documents, papers, records, and communications of the **USER** involving transactions relating to this Agreement. **USER** agrees that the CFW shall have access during normal working hours to all necessary **USER** facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. The CFW shall give **USER** reasonable advance notice of intended audits.

**7. ASSIGNMENT**

**USER** shall not have the right to assign or subcontract any of its duties, obligations or rights under this Agreement without the prior written consent of the CFW. Which such right shall be granted solely at the discretion of the CFW. Any assignment in violation of this provision shall be void.

**8. NO WAIVER**

The failure of either party to insist upon the performance of any provision or condition of this Agreement or to exercise any right granted herein shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

**9. GOVERNMENTAL POWERS/IMMUNITIES**

It is understood and agreed that by execution of this Agreement, neither CFW nor **USER** waives or surrender any of its governmental powers or immunities.

**10. AMENDMENTS**

No amendment to this Agreement shall be binding upon either party hereto unless such amendment is set forth in writing, dated subsequent to the date of this Agreement, and signed by both parties.

**11. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

**12. CONFIDENTIAL INFORMATION**

To the extent permitted by law, **USER** for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the CFW as confidential (“City Information”) and shall not disclose any such information to a third party without the prior written approval of the CFW, unless such disclosure is required by law, rule, regulation, court order, in which event **USER** shall notify CFW in writing of such requirement in sufficient time to allow CFW to seek injunctive or other relief to prevent such disclosure. **USER** shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. **USER** shall notify the CFW immediately if the security or integrity of any City Information has been compromised or is believed to have been compromised.

**13. FORCE MAJEURE**

The parties shall exercise their best efforts to meet their respective duties and obligations hereunder, but shall not be held liable for any delay in or omission of performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any state or federal law or regulation, acts of God, acts of omission, fires, strikes, lockouts, national disasters, wars, riots, material or labor restrictions, transportation problems, existing contractual obligations directly related to the subject matter of this Agreement, or declaration of a state of disaster or emergency by the federal, state, county, or City government in accordance with applicable law.

**14. NOTICES.**

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered when (1) hand-delivered to the other party, its agents, employees, servants or representatives, (2) delivered by facsimile with electronic confirmation of the transmission, or (3) received by the other party by United States Mail, registered, return receipt requested, addressed as follows:

City of Fort Worth  
Attn: Susan Alanis, Assistant City Manager  
1000 Throckmorton  
Fort Worth TX 76102-6311  
Facsimile: (817) 392-8654

Town of Pantego  
Attn: Matt Fielder, City Manager  
1614 S. Bowen Rd  
Pantego, Texas 76013  
Facsimile: (817) 617-3726

With Copy to the City Attorney  
At same address

**15. GOVERNING LAW / VENUE**

This Agreement shall be construed in accordance with the laws of the State of Texas. Venue for any action brought on the basis of this Agreement shall lie exclusively in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. In any such action, each party shall pay its own attorneys’ fees, court costs and other expenses incurred as a result of the action.

**16. SIGNATURE AUTHORITY**

The person signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Agreement.

**17. ENTIRETY OF AGREEMENT**

This written instrument, including all Exhibits attached hereto, contains the entire understanding and agreement between Fort Worth and USER as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with this Agreement. Any previously executed Communication System Agreement between the parties shall be terminated simultaneously with the final execution of this Agreement by both parties.

**18. COUNTERPARTS.**

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute one and the same instrument.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**EXECUTED IN MULTIPLE ORIGINALS** on this the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**CITY OF FORT WORTH:**

**Town of Pantego:**

By: \_\_\_\_\_  
Susan Alanis  
Assistant City Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Mary J. Kayser  
City Secretary

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED TO FORM  
AND LEGALITY:**

**APPROVED TO LEGALITY:**

By: \_\_\_\_\_  
Assistant City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Contract Authorization:**

M&C: \_\_\_\_\_  
Date Approved: \_\_\_\_\_

## EXHIBIT A

### CATEGORY 1, TERMS OF USE

The following definitions shall have the meanings set forth below and apply to this Agreement and the Terms of Use set forth herein:

#### DEFINITIONS

**“Console System”** shall mean all hardware and software associated with any dispatch console or set of consoles operated by the **USER** that are connected to the CFW Master Switch.

**“Interoperable Communications Governance Committee”** (“Governance Committee”) shall mean that group of individuals tasked with maintaining and administering the Interoperable Communications Plan. The Governance Committee shall consist of ten to fifteen individuals with CFW selecting at least one representative and each classification of users selecting at least one representative. The Governance Committee shall determine and may periodically adjust the number of members and the method for selecting members for each classification of users with a goal of ensuring that the Governance Committee reflects the full range of user types.

**“Interoperable Communications Plan”** (the “Plan”) means the plan developed and established by CFW and the Governance Committee to facilitate, enhance and simplify radio communications among all agencies utilizing the Radio System or connecting their Site Repeater Systems or Console Systems to the CFW Master Switch. The Plan is available upon request from CFW or can be found on the CFW website at <http://fortworthtexas.gov/itsolutions/>.

**“Master Switch”** shall mean the primary processing and network infrastructure to which all Console Systems and Site Repeater Systems must connect in order to operate on the Radio System. The Master Switch is currently located at the CFW Eagle Mountain facility.

**“Over The Air Rekeying”** (“OTAR”) shall mean the management and support of Subscriber Radio encryption keys via over-the-air, radio channel transmission.

**“Private Call”** shall mean a feature that reserves channel resources specifically for conversations between two Subscriber Radios.

**“Site Repeater System”** shall mean the base stations, shelter, tower and all site-specific hardware and software infrastructure associated with the provision of a radio site connected to the CFW Master Switch.

**“Subscriber Radio”** shall mean a radio that has a unique identification number and is programmed to operate on the Radio System. The term shall include, but not be limited to, control stations (desk top radios), mobile radios, and portable radios.

**“Talk Group”** shall mean a specific group of Subscriber Radios allowed to communicate privately within that group over shared infrastructure resources.

## **TERMS OF USE**

1. The installation and maintenance of the Radio System infrastructure equipment is the responsibility of CFW unless otherwise stated in this Agreement.
2. The CFW is the holder of the FCC (Federal Communications Commission) license(s) that the Radio System uses for its operation. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide **USER** with any rights whatsoever to the CFW FCC license(s) or to the Radio Frequency spectrum used by the Radio System.
3. The CFW makes no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. The **USER** is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for **USER**'s equipment.
4. **USER** will be responsible for the acquisition, programming, and maintenance of all equipment **USER** will be utilizing in connection with the Radio System infrastructure, including, but not limited to, Subscriber Radios, consoles, and special equipment.
5. In order to ensure hardware and software compatibility with the Radio System infrastructure, all Subscriber Radios and consoles intended for use by **USER** on the Radio System shall be compliant with Project 25 standards established by the Telecommunications Industry Association. The use of unauthorized radios on the Radio System may result in suspended operation of the radios and/or termination of the Agreement.
6. **USER** agrees to exclusively utilize antennas specifically approved by the radio manufacturer for use with the specific models of **USER**'s radios. The use of short, broad spectrum, or "stubby," antennas is not recommended. **USER** shall be solely liable for coverage gaps in the event **USER** utilizes short broad spectrum or stubby antennas or other antennas not approved by the manufacturer for use with the specific models of **USER**'s radios.
7. No antenna gain greater than 3 DB will be allowed for mobiles and consolettes.
8. **USER** shall use due diligence in the maintenance and configuration of its Subscriber Radio equipment to ensure that no **USER** radio or console causes a degradation to the Radio System operation. The CFW shall have the right to remove from operation any field radio unit or equipment owned or leased by **USER** that is operating on, attached and/or interfaced to the CFW infrastructure, if CFW determines in its sole reasonable discretion that such equipment is causing interference or harm to the Radio System in any way. The CFW reserves the right to request that **USER** operated field radio units or equipment operating on, attached and/or interfaced to the infrastructure be tested for proper operation and/or repaired by an authorized radio repair facility approved by the CFW. The cost of such testing or repair will be the sole responsibility of **USER**. Furthermore, the CFW shall have the right to deactivate, without prior notification to or consent of **USER**, any field radio or other **USER** equipment suspected of causing interference, intentionally or unintentionally, to any other radios on the Radio System or to the Radio System's overall operation.

9. In instances in which the parties are engaged in providing mutual aid assistance, **USER**'s radios may be used for voice radio communications over the Radio System infrastructure in accordance with the terms and conditions of this Agreement for as long as this Agreement remains in effect. This Agreement does not authorize regular use of the Radio System in situations that do not involve mutual aid assistance between the parties.

10. The CFW will be responsible for managing infrastructure loading and demand. CFW reserves the right, without notice to incumbent users, to enter into a similar agreement with other entities or to deny the addition of new Subscriber Radio equipment to any user of the Radio System. The CFW shall have sole discretion in determining whether to allow additional users or radios based on CFW's determination of whether such addition to the Radio System can be made without adversely impacting the Radio System.

11. **USER** is prohibited from utilizing telephone interconnect on the Radio System. This prohibition shall include, but is not limited to, connecting to either the PSTN (Public Switched Telephone Network) or **USER**'s internal phone system(s) through a console patch into the Radio System or to any Subscriber Radio on the Radio System.

12. Due to the radio infrastructure resource allocations required by "Private Call," **USER** is not permitted to utilize "Private Call" on the Radio System.

13. **USER** is prohibited from utilizing data communications on the Radio System without CFW's explicit written permission.

14. The use of OTAR in association with Subscriber Radio encryption is prohibited without prior approval of CFW. Administration of encryption keys will be performed exclusively by CFW. **USER** may utilize and administer other encryption methods as required.

15. The CFW will provide **USER** with an Advanced System Key (ASK) for use with the **USER**'s Subscriber Radios only. The ASK will expire annually, and **USER** shall be responsible for requesting a new ASK following expiration if one is required. **USER** will be responsible for safeguarding the security of the ASK to prevent theft and/or loss. **USER** agrees to notify CFW immediately upon the theft or loss of the ASK.

16. CFW will assign the **USER** Talk Group IDs unique to **USER** operation. All Talk Group names shall include a prefix unique to the **USER**'s agency. No other agency will be authorized to use **USER** Talk Groups without the express written permission of **USER**, and a copy of such permission must be on file with the CFW before such use may occur. The CFW reserves the right to require certain Talk Group ID's to be programmed in **USER** radios. Additionally, between the parties, CFW shall have the right to limit the number of Talk Group ID's to be used by **USER** and to disable Talk Groups ID's as it deems appropriate.

17. The CFW has established a coordinated Interoperable Communications Plan to apply to CFW and the users of its Radio System. **USER** agrees to comply with the Plan and include the Plan's interoperable Talk Groups in the programming of its Subscriber Radios and Console Systems.

18. Roaming to other systems or the use of **USER**'s Talk Groups on other trunked systems that are interconnected to the Radio System is prohibited without prior approval by CFW. Roaming to other trunked systems will be limited to the Radio System's interoperable Talk Groups, although this capability may be terminated by CFW if its use is determined to result in performance degradation to either the Radio System or the interconnected trunked system.

19. Either **USER** or CFW may terminate this Agreement for any reason, with or without cause, upon ninety (90) days written notice to the other party. The CFW further reserves the right to terminate this Agreement immediately, or deny access to the **USER**, upon notice of **USER** misuse of the Radio System. Notwithstanding the foregoing, the CFW, in its sole discretion, reserves the right to immediately deny access to the **USER** if such action is required to prevent the spread of a security breach or threatened security breach or due to an emergency, operational issue, or other critical incident between the Master Switch and the **USER**'s environment. The CFW will use best efforts to restore access to the **USER** as soon as possible once the security breach, emergency, operational issue, or critical incident is resolved.

### **COMPLIANCE WITH LAWS**

20. The **USER** shall comply with all current and future Federal, State, and Local laws, Ordinances, and Mandates, including Federal Communications Commission rules and regulations regarding proper use of radio communications equipment. The **USER** will also comply with the guidelines, or procedures set out in this Agreement. Furthermore, the **USER** is responsible for enforcing such compliance by its employees, directors, officers, agents, authorized representatives, subcontractors, and consultants for **USER** Subscriber Radio equipment. Furthermore, the **USER** will be responsible for payment of any fines and penalties levied against the CFW (as the license holder) as a result of improper or unlawful use of Subscriber Radio equipment owned or leased by **USER**.

21. Modification, reconfiguration, or exchange of Subscriber Radio equipment may be required in order for CFW to comply with Federal, State, and Local Laws and/ or Mandates imposed on CFW as the license holder. **Following reasonable notice from CFW, USER shall be responsible for undertaking such modifications, reconfiguration, or exchange.** In the event **USER** fails to undertake any necessary action, such failure shall be considered "misuse" under Paragraph 19, and CFW may terminate this Agreement immediately or deny access to **USER**.

[End of Document]



# 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:** February 9, 2015

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**PRESENTER:**

Matt Fielder, City Manager

**BACKGROUND:**

At the January 26, 2015 regular Council meeting, staff was directed to work with Alan Plummer Associates, Inc. to revised the proposed construction services contract to include only the water line component of the Park Row Project. In addition, the materials testing component has been removed, in order that it be handled separately by staff. The resulting contract amount is \$49,935

**FISCAL IMPACT:**

\$49,935

**RECOMMENDATION:**

Staff recommends approval of the contract with Alan Plummer.

**ATTACHMENTS:**

Proposed Contract  
Breakdown of Expenses

Director's Review: \_\_\_\_\_  
City Manager's Review: \_\_\_\_\_

**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  
Pantego, TX 76013 Telephone: (817) 617-3700

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 single 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.

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.

**COMPENSATION:**



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

<b>Attachment</b>	<b>Description</b>	<b>Lump Sum</b>
<b>1.</b>	<b>Basic Engineering Services – Additional Bid Phase</b>	<b>\$ 6,650</b>
<b>2.</b>	<b>Basic Engineering Services – Construction Phase</b>	<b>\$ 41,475</b>
<b>3.</b>	<b>Reimbursable Expenses</b>	<b>\$ 1,810</b>
<b>TOTAL</b>		<b>\$ 49,935</b>

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 ten percent (10%) service charge. Subcontract expenses shall be paid at direct cost plus a ten percent (10%) 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 ten percent (10%) service charge. Subcontract expenses shall be paid at direct cost plus a ten percent (10%) 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 changes desired by the OWNER. Modifications shall include updating Division 0 (Contract Requirements), Division 1 (General Requirements) and plans. Modifications shall be limited to:
  - 1) Modify the plan and profile sheet C-001 to incorporate changes in the waterline routing at the intersection of Park Row Drive and Bowen Road, including one (1) meeting with OWNER to finalize route and discuss potential conflicts and options.
  - 2) Remove the intermediate 6 inch diameter cross-over connections from sheets C-003, C-004, C-006 and specification 01105 as directed by the OWNER.
  - 3) Add a new 6 inch diameter cross-over connection across Park Row Drive at Bowen Road with changes to sheets C-001, C-006 and specification 01105.
  - 4) Modify the cover sheet and front end documents with new dates for bid opening, making OWNER requested changes to the Bid Schedule, etc.
- B. Assist the OWNER in securing bids for the modified construction contract documents, 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 OWNER will distribute bidding documents. Providing additional documents will be an Additional Service.
- C. The Engineer will answer bidders questions and issue addenda to make necessary modifications to the bid documents arising from bidders questions.
- D. Prepare for, attend, and preside at a pre-bid conference for all interested bidders for the 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. 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 construction contract documents incorporating OWNER requested changes, 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 pursuant to the General Conditions of the Construction Contract.
- E. With the assistance of the OWNER's representatives, the ENGINEER will implement procedures for logging and tracking relevant correspondence and documents, as well as any contract drawings, specifications, and photographs, and input these items on the ENGINEER's Projectmates Software.
- F. Interpret the intent of the General Conditions of the Construction Contract, Division 0 (Contract Requirements) and Division 1 (General Requirement) for the construction contract documents.
- G. Coordinate interpretation of the intent of the 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.
- H. Assist the Owner in conducting monthly construction progress meetings (6) with the Contractor.
- I. Review and comment on monthly and final estimates for payment to Contractor, pursuant to the General Conditions of the Construction Contract.
- J. Conduct, with the OWNER's representative, a final inspection of the project for conformance with the design concepts 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.
- K. 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.
- L. 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 OWNER will provide testing of materials during construction.
- B. No budget is provided for Construction Materials Testing by the ENGINEER and any testing that is required shall be provided as an Additional Service.

**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.
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 10 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**

<b>Staff Description</b>	<b>Staff Code</b>	<b>2015 Rate</b>
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 1.10 will be applied to all direct expenses

**Town of Pantego**  
**Park Row Drive Water Line Replacement and Streetscape Improvements**  
**Additional Bid & Construction Phase Services**

	Fee (\$\$\$)	Percent of Total Fee
<b>Additional Bid &amp; Construction Phase Services</b>	<b>\$ 48,125</b>	<b>100.0%</b>
<b>A Added Bid Phase Effort For OWNER Requested Changes</b>	<b>\$ 6,647</b>	<b>13.8%</b>
1 Park Row/Bowen Routing meeting	\$ 1,392	2.9%
1a Park Row/Bowen Routing Changes (C-001)	\$ 1,198	2.5%
2 Remove Intermediate Cross-overs(C-003,4,6)	\$ 1,198	2.5%
3 Add New Cross-over (C-001,6)	\$ 2,178	4.5%
4 Changes to Specifications, Coversheet	\$ 681	1.4%
<b>B Construction Phase Services</b>	<b>\$ 36,246</b>	<b>75.3%</b>
1 Conform Plans & Specs	\$ 2,228	4.6%
2 Pre-con meeting	\$ 1,652	3.4%
3 Monthly Meeting & Site Visits (6)	\$ 5,736	11.9%
4 Meeting Minutes & Pay Apps (6)	\$ 956	2.0%
5 Review Submittals, RFI(40)	\$ 14,760	30.7%
6 Change Orders, Field Orders(10)	\$ 4,990	10.4%
7 Coordinate Submittals, CO, RFI with CMA	\$ -	0.0%
8 Documentation & Filing	\$ 1,216	2.5%
9 Final Walk-thru, punchlist and Cert of Compl.	\$ 1,392	2.9%
10 Record Drawings	\$ 3,316	6.9%
<b>PM ADMINISTRATIVE/QC TASKS</b>	<b>\$ 5,232</b>	<b>10.9%</b>
1 Project Management	\$ 5,232	10.9%
<b>TOTAL LABOR</b>		
Total Labor Amount	<b>\$ 48,125</b>	<b>100.0%</b>
<b>TOTAL EXPENSES (see breakdown below)</b>		
Total Subconsultants	\$ -	
Total Reimbursables	\$ 1,811	
Total Expenses	\$ 1,811	
<b>GRAND TOTAL - Additional Bid &amp; Construction Phase Services</b>	<b>\$ 49,936</b>	



# AGENDA BACKGROUND

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

**Date:** February 9, 2015

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**PRESENTER:**

Matt Fielder, City Manager

**BACKGROUND:**

At the January 26, 2015 Council meeting, an update on the Lane Well report was provided by Patrick Moseley with Alan Plummer Associates, Inc. He reported that he would present his final report at the February 9<sup>th</sup> meeting. His attendance at the meeting has been confirmed, and this item has been placed on the agenda for him to make his report.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Implementation of the recommendations included in the report.

**ATTACHMENTS:**

Prior reports from Alan Plummer and Colliers are located in Drop Box in the Lane Well folder in the Council Documents section.

Director's Review: \_\_\_\_\_  
City Manager's Review: \_\_\_\_\_